

Metro

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



Agenda - Final

Thursday, November 16, 2017

10:15 AM

**One Gateway Plaza, Los Angeles, CA 90012,
3rd Floor, Metro Board Room**

Construction Committee

James Butts, Chair

Jacquelyn Dupont-Walker, Vice Chair

Robert Garcia

Janice Hahn

Sheila Kuehl

Carrie Bowen, non-voting member

Phillip A. Washington, Chief Executive Officer

METROPOLITAN TRANSPORTATION AUTHORITY BOARD RULES
(ALSO APPLIES TO BOARD COMMITTEES)

PUBLIC INPUT

A member of the public may address the Board on agenda items, before or during the Board or Committee's consideration of the item for one (1) minute per item, or at the discretion of the Chair. A request to address the Board should be submitted in person at the meeting to the Board Secretary. Individuals requesting to speak on more than three (3) agenda items will be allowed to speak up to a maximum of three (3) minutes per meeting. For individuals requiring translation service, time allowed will be doubled.

Notwithstanding the foregoing, and in accordance with the Brown Act, this agenda does not provide an opportunity for members of the public to address the Board on any Consent Calendar agenda item that has already been considered by a Committee, composed exclusively of members of the Board, at a public meeting wherein all interested members of the public were afforded the opportunity to address the Committee on the item, before or during the Committee's consideration of the item, and which has not been substantially changed since the Committee heard the item.

The public may also address the Board on non-agenda items within the subject matter jurisdiction of the Board during the public comment period, which will be held at the beginning and/or end of each meeting. Each person will be allowed to speak for up to three (3) minutes per meeting and may speak no more than once during the Public Comment period. Speakers will be called according to the order in which the speaker request forms are received. Elected officials, not their staff or deputies, may be called out of order and prior to the Board's consideration of the relevant item.

In accordance with State Law (Brown Act), all matters to be acted on by the MTA Board must be posted at least 72 hours prior to the Board meeting. In case of emergency, or when a subject matter arises subsequent to the posting of the agenda, upon making certain findings, the Board may act on an item that is not on the posted agenda.

CONDUCT IN THE BOARD ROOM - The following rules pertain to conduct at Metropolitan Transportation Authority meetings:

REMOVAL FROM THE BOARD ROOM The Chair shall order removed from the Board Room any person who commits the following acts with respect to any meeting of the MTA Board:

- a. Disorderly behavior toward the Board or any member of the staff thereof, tending to interrupt the due and orderly course of said meeting.
- b. A breach of the peace, boisterous conduct or violent disturbance, tending to interrupt the due and orderly course of said meeting.
- c. Disobedience of any lawful order of the Chair, which shall include an order to be seated or to refrain from addressing the Board; and
- d. Any other unlawful interference with the due and orderly course of said meeting.

INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE BOARD

Agendas for the Regular MTA Board meetings are prepared by the Board Secretary and are available

DISCLOSURE OF CONTRIBUTIONS

The State Political Reform Act (Government Code Section 84308) requires that a party to a proceeding before an agency involving a license, permit, or other entitlement for use, including all contracts (other than competitively bid, labor, or personal employment contracts), shall disclose on the record of the proceeding any contributions in an amount of more than \$250 made within the preceding 12 months by the party, or his or her agent, to any officer of the agency, additionally PUC Code Sec. 130051.20 requires that no member accept a contribution of over ten dollars (\$10) in value or amount from a construction company, engineering firm, consultant, legal firm, or any company, vendor, or business entity that has contracted with the authority in the preceding four years. Persons required to make this disclosure shall do so by filling out a "Disclosure of Contribution" form which is available at the LACMTA Board and Committee Meetings. Failure to comply with this requirement may result in the assessment of civil or criminal penalties.

ADA REQUIREMENTS

Upon request, sign language interpretation, materials in alternative formats and other accommodations are available to the public for MTA-sponsored meetings and events. All requests for reasonable accommodations must be made at least three working days (72 hours) in advance of the scheduled meeting date. Please telephone (213) 922-4600 between 8 a.m. and 5 p.m., Monday through Friday. Our TDD line is (800) 252-9040.

LIMITED ENGLISH PROFICIENCY

A Spanish language interpreter is available at all Board Meetings. Interpreters for Committee meetings and all other languages must be requested 72 hours in advance of the meeting by calling (213) 922-4600 or (323) 466-3876.



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HELPFUL PHONE NUMBERS

Copies of Agendas/Record of Board Action/Recordings of Meetings - (213) 922-4880 (Records Management Department)

General Information/Rules of the Board - (213) 922-4600

Internet Access to Agendas - www.metro.net

TDD line (800) 252-9040

NOTE: ACTION MAY BE TAKEN ON ANY ITEM IDENTIFIED ON THE AGENDA

CALL TO ORDER**ROLL CALL**

32. **SUBJECT: PROGRAM MANAGEMENT MAJOR PROJECT STATUS REPORT** [2017-0733](#)

RECOMMENDATION

RECEIVE oral report on the Major Project Status by the Chief Program Management Officer.

Attachments: [Attachment A - Construction Committee - November 2017.pdf](#)

33. **SUBJECT: PROJECT LABOR AGREEMENT/CONSTRUCTION CAREERS POLICY (PLA/CCP)** [2017-0687](#)

RECOMMENDATION

RECEIVE AND FILE the:

A. Status update on the Project Labor Agreement and Construction Careers Policy programs through the quarter ending September 2017; and

B. Female Utilization Action Plan.

Attachments: [Attachment A - PLA CCP Completed Projects](#)

[Attachment B - PLA CCP Report Data](#)

[Attachment C - Female Workforce Benchmark Report](#)

34. **SUBJECT: SMALL BUSINESS BONDING ASSISTANCE PILOT PROGRAM** [2017-0705](#)

RECOMMENDATION

CONSIDER:

A. AUTHORIZING the Chief Executive Officer to award a Contract to Merriwether & Williams Insurance Services (MWIS) for a not to exceed amount of \$1,315,417 for a one year Bonding Assistance Pilot Program, effective January 1, 2018 to February 28, 2019, which includes a 2-month ramp-up period;

B. ADOPT a resolution, Attachment A, authorizing the Chief Executive Officer and other Authorized Officers to negotiate and execute a \$4,000,000 line of credit with Bank of America at a cost of \$18,000 and to execute as needed, individual standby letters of credit at a cost of \$2,000 each or 2% of the value of each letter of credit executed, whichever is greater, for the pilot year;

(REQUIRES SIMPLE, SEPARATE MAJORITY VOTE OF THE FULL BOARD)

- C. AUTHORIZING the Chief Executive Officer to approve a no cost Memorandum of Understanding (MOU) with the City of Los Angeles for participation in the City's Contractor Development and Bonding Assistance Program (CDBAP) for a one year Pilot Program; and
- D. AMENDING the FY18 budget for \$1,413,417 to include the contract with MWIS, and the associated line of credit and standby letter of credit fees.

Attachments: [Attachement A - Board Resolution](#)

35. SUBJECT: XO COMMUNICATION UTILITY COOPERATIVE AGREEMENT

[2017-0634](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute the Utility Cooperative Agreement (UCA) between Metro (Authority) and XO Communications.

Attachments: [Attachment A - Utility Cooperative Agreement XO COMM FINAL 10-25-16_FR-r2](#)

36. SUBJECT: UNION STATION RESTROOM EXPANSION AND RENOVATION PROGRAM

[2016-0850](#)

RECOMMENDATION

APPROVE a Life of Project (LOP) budget for Los Angeles Union Station (LAUS) New and Existing Public Restroom Facilities Program improvements of \$7.95 million for the following:

- A. construction of new public restroom facilities for \$5.35 million; and
- B. renovation of existing public restroom facilities for \$2.6 million.

Attachments: [Attachment A - Map of Existing & New Restrooms](#)
[Attachment B - ICF Memo: CEQA Categorical Exemption for L.A. Union Station](#)
[Attachment C - Summary Ten-Year Capital Plan](#)
[Presentation US Restroom Renovation](#)

Adjournment

GENERAL PUBLIC COMMENT

Consideration of items not on the posted agenda, including: items to be presented and (if requested) referred to staff; items to be placed on the agenda for action at a future meeting of the Committee or Board; and/or items requiring immediate action because of an emergency situation or where the need to take immediate action came to the attention of the Committee subsequent to the posting of the agenda.



Board Report

File #: 2017-0733, **File Type:** Oral Report / Presentation

Agenda Number: 32.

CONSTRUCTION COMMITTEE NOVEMBER 16, 2017

**SUBJECT: PROGRAM MANAGEMENT MAJOR PROJECT STATUS
REPORT**

ACTION: RECEIVE ORAL REPORT

RECOMMENDATION

RECEIVE oral report on the Major Project Status by the Chief Program Management Officer.

DISCUSSION

- A. Update report covering the month of November 2017 by the Chief Program Management Officer; and
- B. At the January 2017 meeting, the Board authorized a one-year pilot program authorizing the CEO to negotiate and execute project-related agreements, including contract modification(s) up to the authorized Life of Project budget, to streamline project management of the four (4) major transit corridor projects (Crenshaw/LAX, Regional Connector, Westside Purple Line Extension Section 1 and 2 projects). In addition, staff was directed to provide monthly reports, that would include any pending project-related agreements, change orders/contract modifications and any significant changes to contingency.

Pursuant to the Board motion, staff has developed and begun reporting on cost contingency and contract change activity starting in the February 2017 Monthly Update to the Construction Committee. This new report includes a project cost contingency drawdown curve and allows the Board to see project-related and change activity. This report can be found in Attachment A.

At the conclusion of the one-year pilot program in January 2018, staff will report back to the Board on the time saved as result of this pilot program, and any lessons learned, and recommendations for the Board review and further direction.

ATTACHMENTS

Attachment A - Program Management Major Project Status Report - November 2017

Prepared by:

- **Master Schedule** - Julie Owen, DEO, Project Mgmt., (213)922-7313
- **Crenshaw/LAX** - Charles Beauvoir, EO Project Mgmt., (213) 299-3095
- **Regional Connector** - Gary Baker, EO Project Mgmt., (213) 893-7191
- **Westside Purple Line Ext 1** - James Cohen, EO Project Mgmt., (213) 922-7911
- **Westside Purple Line Ext 2** - Michael McKenna, EO Project Mgmt., (213) 312-3132
- **Westside Purple Line Ext 3** - Michael McKenna, EO Project Mgmt., (213) 312-3132
- **Patsaouras Plaza Busway Station** - Timothy Lindholm, EO Project Engr., (213) 922-7297
- **Willowbrook/Rosa Park Station** - Timothy Lindholm, EO Project Engr., (213) 922-7297
- **Blue Line Projects** - Androush Danielians, EO Project Engr (Interim)., (213) 922-7598
- **Presentation** - Yohana Jonathan, Departmental System Analyst, (213) 922-7592















Program Management Major Project Status Report

Presented By

Richard Clarke

Chief Program Management Officer

PROJECT BUDGET & SCHEDULE STATUS SUMMARY CHART

Project	Cost Performance	Schedule Performance	Comments
Crenshaw/LAX			The remaining cost contingency is below 2% of the total project budget (\$38 million in contingency remains). Contractor is 19 days behind schedule and is required to mitigate schedule to maintain planned revenue service in October 2019.
Regional Connector			Project is proceeding consistent with schedule forecast and LOP budget as approved by the Board in January 2017.
Westside Purple Line Extension-Section 1			Project is 24% complete, no significant issues.
Westside Purple Line Extension-Section 2			Issued Notice to Proceed (NTP) to Tutor Perini/O&G a JV (TPOG) on April 26, 2017. Project is 4% complete with no significant issues.
Westside Purple Line Extension-Section 3			Requested entry into the Engineering Phase from the FTA in April 2017. Sent request for Letter of No Prejudice (LONP) for the tunnel contract to FTA on September 15, 2017.
Patsaouras Plaza			Schedule negotiations in progress regarding revised substantial completion date of November 2018.
Willowbrook/Rosa Parks Station			Design activities progressed to 100% complete and in final reviews.

November 2017



On target



Possible problem



Major issue



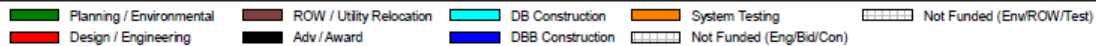
Metro 2

Construction Committee

Los Angeles County Metropolitan Transportation Authority

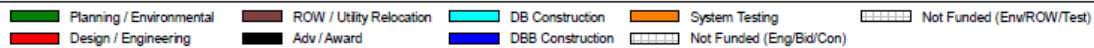
TRANSIT MASTER SCHEDULE (Page 1 of 2)

TASK filters: Code Cleanup, Name contains, Show on Master Schedule, WBS Categories_WBS			* 00 Master Program (By Phase) no contin													09-Oct-17		
Activity Name	PMIS Project Manager	Start	Finish	Original Budget	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
Transit Projects																		
Environmental																		
North San Fernando Valley BRT Improvements	Cencic	04-Jan-17 A	09-Oct-24	\$180,000,000.00														
North Hollywood to Pasadena BRT	Richmai	30-Jan-15 A	24-Jul-23	\$267,000,000.00														
Orange Line Grade Separations	Patel	23-May-16 A	10-Jan-24	\$286,000,000.00														
East San Fernando Valley Transit Corridor	Davis	11-Oct-10 A	05-Nov-27	1,331,000,000.00														
Vermont BRT Corridor	Cencic	30-Jan-15 A	13-Jul-28	\$425,000,000.00														
Crenshaw Northern Extension	Moosavi	29-Dec-17	31-Jan-48	2,240,000,000.00														
West Santa Ana Transit Corridor	Pan	01-Oct-09 A	08-Mar-29	4,000,000,000.00														
Sepulveda Pass Phase 1 - Express Lanes	Wong	01-Nov-17	13-Oct-27	\$260,000,000.00														
South Bay Green Line Ext. Crenshaw Blvd in Torr	Khanna	23-Mar-17 A	29-Jan-32	\$891,000,000.00														
Sepulveda Pass Phase 2 & 3 - Transit Corridor	Zelmer	26-Apr-17 A	12-Aug-36	5,674,000,000.00														
Design																		
Airport Metro Connector	Zelmer	04-Oct-10 A	26-Jul-23	\$623,400,000.00														
Purple Line Extension Section 3	McKenna	29-Feb-16 A	03-Sep-26	3,478,000,000.00														
Gold Line Foothill Extension Phase 2B	Meade	02-Oct-13 A	28-Apr-27	1,406,870,758.00														
Construction Contract																		
Crenshaw/LAX Transit Corridor	Beauvoir	01-Jul-09 A	30-Oct-19	2,058,000,000.00														
Regional Connector Transit Corridor	Baker	26-Jan-09 A	21-Dec-21	1,810,132,892.00														
Purple Line Extension Section 1	Cohen	01-Jun-07 A	29-Nov-23	3,154,300,000.00														
Purple Line Extension Section 2	McKenna	02-Mar-15 A	29-Aug-25	2,529,700,000.00														
Transit Facilities																		
Design																		
Willowbrooks/Rosa Parks Station Improvement	Lindholm	07-May-15 A	29-Mar-21	\$102,546,000.00														
Div 20 Portal/Turnback	Meade	16-May-16 A	10-Apr-24	\$475,000,000.00														



TRANSIT MASTER SCHEDULE (Page 2 of 2)

TASK filters: Code Cleanup, Name contains, Show on Master Schedule, WBS Categories_WBS				* 00 Master Program (By Phase) no contin													09-Oct-17	
Activity Name	PMIS Project Manager	Start	Finish	Original Budget	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030
					2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Emergency Security Operations Center	Owens	17-Dec-13 A	23-Sep-21	\$112,700,000.00														
Regional Rail Projects	Owens	02-Sep-13 A	20-May-27	3,099,400,000.00														
Environmental	Owens	01-Dec-14 A	20-May-27	2,662,000,000.00														
Link Union Station	Owens	01-Dec-14 A	20-May-27	2,662,000,000.00														
Design	Owens	01-Apr-15 A	26-Oct-21	\$422,400,000.00														
Brighton to Roxford Double Track	Owens	01-Sep-15 A	27-Sep-21	\$186,600,000.00														
Lone Hill to CP White	Owens	03-May-16 A	26-Oct-21	\$82,000,000.00														
Rosecrans & Marquardt Grade Separation	Owens	01-Apr-15 A	19-Apr-21	\$153,800,000.00														
Construction Contract	Owens	02-Sep-13 A	01-Jun-18	\$15,000,000.00														
Bob Hope Airport Station	Owens	02-Sep-13 A	01-Jun-18	\$15,000,000.00														
Bus Facilities Projects	Gurrola	31-Mar-14 A	11-Jan-19	\$0.00														
Construction Contract	Gurrola	31-Mar-14 A	11-Jan-19	\$0.00														
Patsouras Plaza	Gurrola	31-Mar-14 A	11-Jan-19	\$0.00														
State of Good Repair/Improvements		01-Jul-13 A	31-Mar-21	\$180,999,946.00														
Design	Danielans	13-Jun-16 A	31-Mar-21	\$11,078,366.00														
210 Freeway Barrier Rail	Danielans	13-Jun-16 A	31-Mar-21	\$11,078,366.00														
Procurement	Wei	21-Sep-15 A	03-Aug-20	\$118,990,580.00														
MBL Resignaling	Wei	21-Sep-15 A	03-Aug-20	\$118,990,580.00														
Construction Contract		01-Jul-13 A	30-Mar-18	\$50,931,000.00														
Pershing Sq. Esc. Replace & New Canopy Project	Patel	11-May-15 A	31-Aug-17 A	\$20,756,000.00														
MBL Ped Safety Enhancement At-Grade Crossing	Chong	01-Jul-13 A	30-Mar-18	\$30,175,000.00														



HIGHWAY MASTER SCHEDULE (Page 1 of 2)

		* 00 Hwy Master Program Schedule (By Pha)														09-Oct-17				
Activity Name	PMIS Project Manager	Start	Finish	Original Budget	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032
Highway Projects		01-Jan-96 A	30-Jun-42	\$17,084,121,000.00																
Environmental		02-Jan-08 A	30-Jun-42	\$13,091,560,000.00																
I-710 South	Chaves	02-Jan-08 A	01-Mar-30	\$8,028,100,000.00																
SR-57/SR-60 Interchange Improvements	Jong	03-Jul-18	30-Sep-30	\$770,000,000.00																
I-105 Express Lane from I-405 to I-605	Amiri	01-May-17 A	29-Jun-29	\$175,000,000.00																
I-5 Corridor Improvements (I-605 to I-710)	Chaves	02-Jan-19	30-Jun-42	\$1,105,060,000.00																
I-605 Interchange Improvements	Various	01-Jun-16 A	15-Jan-30	\$673,300,000.00																
I-605/SR-91 Interchange Improvements	Various	01-Jun-16 A	01-Aug-25	\$143,300,000.00																
I-710/SR-91 Interchange Improvements	Various	01-Aug-17	15-Jan-30	\$530,000,000.00																
I-605 Corridor Improvements	Panuco	01-Oct-15 A	01-May-30	\$2,340,100,000.00																
I-605/I-5 Interchange Improvements	Panuco	01-Oct-15 A	01-Sep-27	\$1,108,100,000.00																
I-605/SR-60 Interchange Improvements	Panuco	31-Aug-16 A	01-May-30	\$1,232,000,000.00																
Design		15-Dec-10 A	01-Apr-24	\$1,251,080,000.00																
I-5 North Capacity Enhancement (SR-14 to Parker Rd.)	Antaramian	02-Jul-12 A	29-Jul-22	\$784,080,000.00																
SR-71 Gap Between I-10 to Rio Rancho Rd	Jong	17-Oct-16 A	01-Apr-24	\$295,000,000.00																
Countywide Soundwall Construction	Owen	15-Dec-10 A	18-Feb-21	\$156,800,000.00																
Package #11 - SR-170 from 101 to Sherman Way and	Owen	15-Dec-10 A	18-Feb-21	\$97,500,000.00																
Package #10 - SR-210 Fair Oaks, Lake and Baldwin t	Owen	02-Sep-14 A	17-Feb-21	\$59,300,000.00																
I-605 Hot Spots	Montez	01-Jun-14 A	01-Jul-21	\$15,200,000.00																
Arterial Intersections - Whittier	Montez	02-Jun-14 A	01-Jul-21	\$5,600,000.00																
Arterial Intersections - La Mirada	Montez	02-Jun-14 A	28-Feb-20	\$4,300,000.00																
Arterial Intersections - Cerritos	Montez	01-Jun-14 A	02-Mar-20	\$2,900,000.00																
Arterial Intersections - Bellflower	Montez	01-Jun-14 A	28-Feb-20	\$1,200,000.00																
Arterial Intersections - Long Beach	Montez	01-Jun-14 A	01-Jul-19	\$1,200,000.00																
Construction Contract		01-Jan-96 A	01-Aug-22	\$2,741,481,000.00																
I-5 North Capacity Enhancements SR-134 to SR-118	Subeh	01-Apr-98 A	15-Jun-20	\$853,900,000.00																

■ Planning / Environmental
 ■ ROW / Utility Relocation
 ■ DB Construction
 ■ Contingency
 Not Funded (Eng/Bid/Con)

■ Design / Engineering
 ■ Adv / Award
 ■ DBB Construction
 ■ System Testing
 Not Funded (Env/ROW/Con)

HIGHWAY MASTER SCHEDULE (Page 2 of 2)

09-Oct-17

* 00 Hwy Master Program Schedule (By Pha

Activity Name	PMIS Project Manager	Start	Finish	Original Budget	FY2017	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	FY2032
					2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
SR-118 to SR-170 (Segment 1A)	Subeh	30-Jul-99 A	15-Jul-16 A	\$219,400,000.00																
SR-170 to Buena Vista (Segments 2)	Subeh	01-Apr-98 A	16-Dec-15 A	\$94,700,000.00																
Magnolia to SR-134 (Segment 4)	Subeh	01-Apr-98 A	18-Dec-19	\$137,400,000.00																
Buena Vista to Magnolia (Segment 3)	Subeh	01-Apr-98 A	15-Jun-20	\$402,400,000.00																
I-5 South Capacity Enhancements from I-605 to Orange	Gau	01-Jan-96 A	01-Aug-22	\$1,887,581,000.00																
I-5 Carmenita Road Interchange	Gau	01-Jan-01 A	01-Mar-18	\$419,214,000.00																
Alondra (Segment 1)	Gau	01-Jan-01 A	19-May-16 A	\$114,071,000.00																
Imperial Highway (Segment 4)	Gau	01-Jan-01 A	29-Jul-19	\$323,285,000.00																
Shoemaker - Rosecrans (Segment 3)	Gau	01-Jan-96 A	03-Dec-18	\$188,216,000.00																
Florence (Segment 5)	Gau	01-Jan-01 A	30-Jul-20	\$211,671,000.00																
Valley View (Segment 2)	Gau	01-Jan-96 A	01-Aug-22	\$631,124,000.00																

- Planning / Environmental
- Design / Engineering
- ROW / Utility Relocation
- Adv / Award
- DB Construction
- DBB Construction
- Contingency
- System Testing
- Not Funded (Eng/Bid/Con)
- Not Funded (Enw/ROW/Con)

CRENSHAW/LAX TRANSIT PROJECT

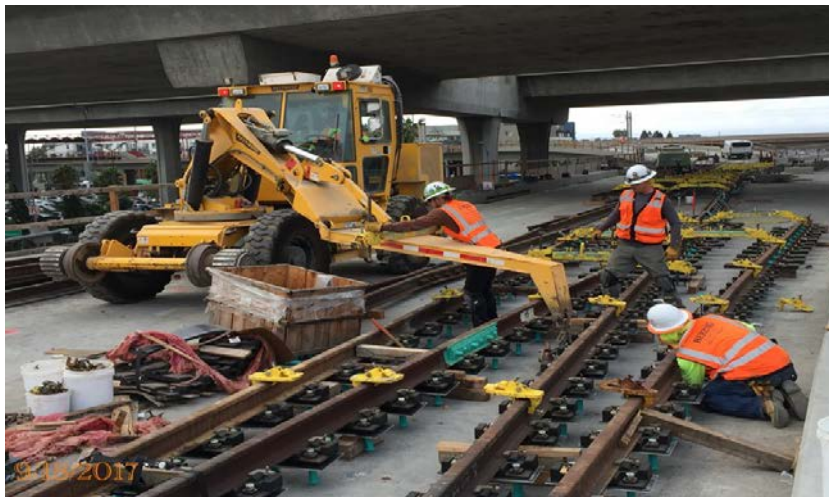
◆ BUDGET

	Current	Forecast
TOTAL COST	\$2,058M	\$2,058M

◆ SCHEDULE

	Current	Forecast
REVENUE	Oct 2019	Oct 2019
OPERATION	Oct 2019	Oct 2019

- Overall Project Progress is 73% complete; main line contractor needs to mitigate 19 day delay
- Contractor continues critical track work installation along southern area of alignment
- Canopy steel is installed at Downtown Inglewood and Fairview Heights at-grade stations and started at Aviation/Century Station
- Advancing interior construction of walls and concourse platform for the three underground stations and commenced entrance and roof sections at Expo/Crenshaw Station



Track work for switch on the Green Line "Y" underpass



Installing components for platform deck at Hyde Park Station

November 2017



On target



Possible problem



Major issue



Metro 7

Construction Committee

Los Angeles County Metropolitan Transportation Authority

REGIONAL CONNECTOR TRANSIT PROJECT

BUDGET

	Current	Forecast
TOTAL COST	\$1,810M	\$1,810M

* Includes Board approved LOP plus finance costs.

- Overall Project Progress is 41 %
- Tunneling: Began the second bore and have mined successfully beneath the sensitive Japanese Village Plaza area
- Little Tokyo/Arts District Station: Under steady state until tunnel operations are completed
- Historic Broadway Station: Support of Excavation and utility support work continues
- Grand Av Arts/Bunker Hill Station: Work at concourse level and preparation for Tunnel Boring Machine (TBM) arrival continues
- Flower Street: Power relocations, support of excavation, pile installation, decking and excavation are ongoing

SCHEDULE

	Current Dec 2021	Forecast Dec 2021
REVENUE		
OPERATION		



Preparation for shotcrete application at Grand Av Arts/Bunker Hill Station



Pile installation on Flower Street

November 2017



On target



Possible problem



Major issue



Metro 8

Construction Committee

Los Angeles County Metropolitan Transportation Authority

WESTSIDE PURPLE LINE EXTENSION – SECTION 1

BUDGET

	Current	Forecast
TOTAL COST*	\$3,154M	\$3,154M

* Includes Board approved LOP plus Finance costs.

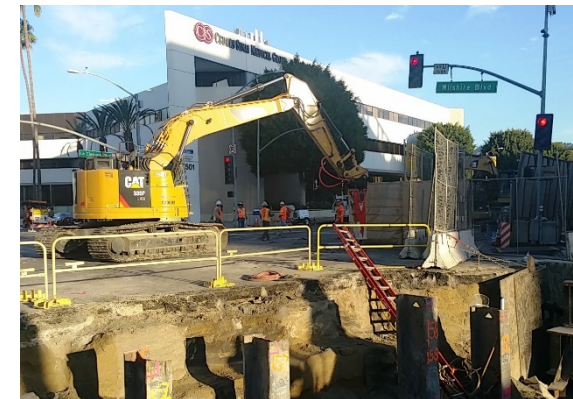
SCHEDULE

	Current	Forecast
REVENUE OPERATION	Oct 2024 (FFGA)	Nov 2023

- Overall Project Progress is 24% complete
- Sanitary sewer relocation started at the Wilshire/Western shaft area on the weekend of September 23, 2017. Support of Excavation (SOE) pile installation is anticipated to begin at the end of October 2017
- Excavation for the Wilshire/La Brea Station commenced on October 12, 2016 and continues beneath the deck panels. Station excavation is scheduled to complete by November 2017
- At the Wilshire/Fairfax Station, the hanging of utilities under the concrete deck panels is complete. Station excavation and the installation of walers and struts is on-going
- The Wilshire/La Cienega Station piling operation was completed on October 12, 2017. Street decking commenced on the weekend of October 6, 2017
- Tunnel Boring Machines (TBMs) are being prepared for delivery at the end of 2017. TBMs #1 & #2 have been accepted by the contractor. Tunneling is planned to start in 2018



Under Deck Excavation at Wilshire/La Brea Station



Wilshire/La Cienega Decking Operation

November 2017



On target



Possible problem



Major issue

Construction Committee

Los Angeles County Metropolitan Transportation Authority



Metro 9

WESTSIDE PURPLE LINE EXTENSION – SECTION 2

BUDGET

	Current	Forecast
TOTAL COST*	\$2,530M	\$2,530M

* Includes Board approved LOP plus Finance costs.

SCHEDULE

	Current	Forecast
REVENUE OPERATION	Dec 2026 (FFGA)	Aug 2025

- Overall project progress is 4% complete
- Received 60% Design Package #1 (Utility/Civil Design at Launch Box) in August 2017 and returned it to TPOG on September 18, 2017, Approved As Noted (AAN)
- Received submittal of 60% Design Package #2 (Remaining Utility Conflicts) in September 2017 and returned it to TPOG on October 10, 2017, AAN
- Draft Supplemental Environmental Impact Statement (SEIS): Anticipate publication of Notice of Availability (NOA) in November 2017
- Century City Constellation: Cable pulling and splicing work is anticipated to complete in November 2017. Southern California Gas (SCG) and AT&T utility relocations are underway
- Wilshire/Rodeo: Southern California Edison (SCE) began relocation of power lines in September 2017. SCG and AT&T to follow once SCE relocations are complete
- Negotiations with the City of Beverly Hills for a Memorandum of Agreement (MOA) governing utility work began in March 2017 and is continuing



LADWP power relocation work in Century City

November 2017



On target



Possible problem



Major issue

Construction Committee

Los Angeles County Metropolitan Transportation Authority



Metro 10

WESTSIDE PURPLE LINE EXTENSION – SECTION 3

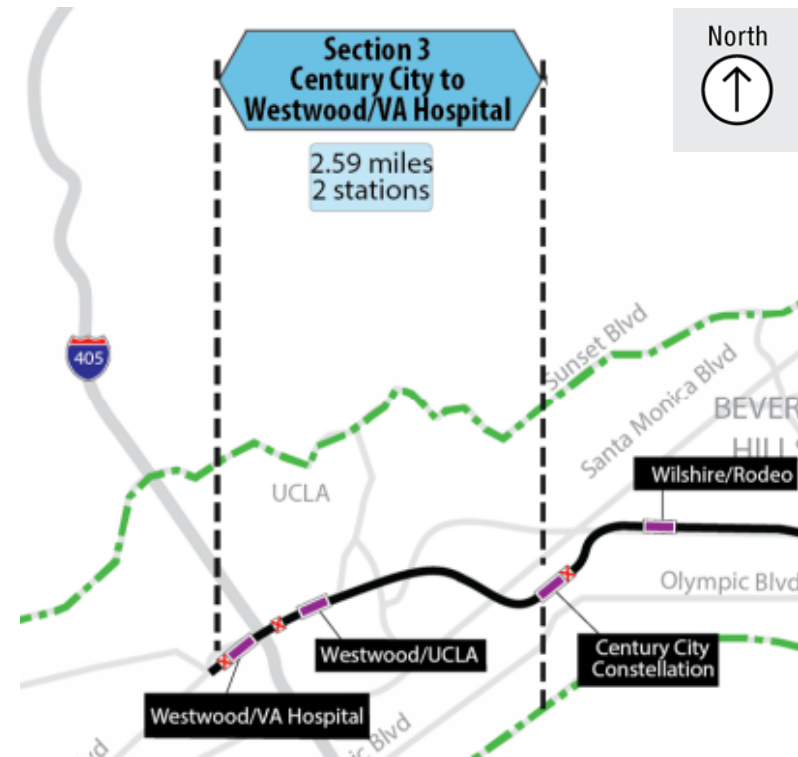
BUDGET

	Current	Forecast
TOTAL COST	TBD	\$3,478M

SCHEDULE

	Current	Forecast
REVENUE OPERATION	TBD	March 2026

- Request for Letter of No Prejudice (LONP) for the Tunnel Contract was submitted to the FTA on September 11, 2017.
- Construction Management Support Services (CMSS) - Recommendation for award is anticipated in October 2017 and subsequent Notice to Proceed (NTP) in November 2017.
- C1151 Tunnel Contract - Technical proposals are due on November 13, 2017 and price proposals on January 29, 2018. Recommendation for award is anticipated in March 2018.
- C1152 Stations, Trackwork and Systems Contract - Request for Qualifications (RFQ)/Request for Proposals (RFP) was issued on September 15, 2017.
- C1153 Advanced Utility Relocations (AUR) Contract – Notice of Intent (NOI) to award was issued on October 2, 2017, and subsequent NTP is anticipated in November 2017.



November 2017



On target



Possible problem



Major issue



Metro

Construction Committee

Los Angeles County Metropolitan Transportation Authority

PATSAOURAS PLAZA BUSWAY STATION



BUDGET

	Current	Forecast
TOTAL COST	\$39.7M	\$39.7M



SCHEDULE

	Current	Forecast
SUBSTANTIAL COMPLETION	Nov 2018	Nov 2018

- All bridge widening foundations complete. Pedestrian overcrossing and elevator foundations are ongoing
- Falsework on left and right sides ongoing
- Installation of bridge soffit, stem panels, post-tensioning, and deck drains and rebar ongoing
- Electrical and communication relocations
- Vignes Street on/off-ramp intermittent non-peak closures ongoing
- Center Street nighttime closures pending City approval
- Schedule negotiations with Executive Management in progress including revised baseline and TIA



Aerial view of site



Falsework

November 2017



On target



Possible problem



Major issue

Construction Committee

Los Angeles County Metropolitan Transportation Authority



Metro 12

WILLOWBROOK/ROSA PARKS STATION



BUDGET

	Current	Forecast
TOTAL COST	N/A	\$92.4M



SCHEDULE

	Current	Forecast
SUBSTANTIAL COMPLETION	Dec 2020	Dec 2020

- Early Start Phase (Project E) in bid period – scheduled to break ground December 2017
- Phase A and C at 100% design completion. Phase A in review by County, Phase C with Caltrans
- Pedestrian grade crossing documents submitted to Union Pacific (UP) and Public Utilities Commission PUC
- Phase A and C invitation for bids scheduled for late 2017
- In early coordination with Metro Operations on implementation of this and other Blue Line projects



South Platform Improvements



Central Plaza & Bus Bays



Main Plaza

November 2017



On target



Possible problem



Major issue



Metro 13

Construction Committee

Los Angeles County Metropolitan Transportation Authority

METRO BLUE LINE PROJECTS

Project Name

Project Name	Budget	Percent Completed	Forecast Completion	Status
• Station Refurbishment	\$30.4M	100%	Completed	OK
• Pedestrian Gates	\$30.2M	85%	March 2018	⚠
• City of Long Beach Fare Gates Design (PE)	\$8M*	95%(PE)	Aug 2019	OK
• Blue Line Rehabilitation (OCS, Signals, Div. 11)	\$119M*	5%	April 2021	OK
Total: \$187.6M				



*Budget Estimate

November 2017



On target



Possible problem



Major issue

Construction Committee

Los Angeles County Metropolitan Transportation Authority



Metro

Crenshaw/LAX Transit Project

Change Activity

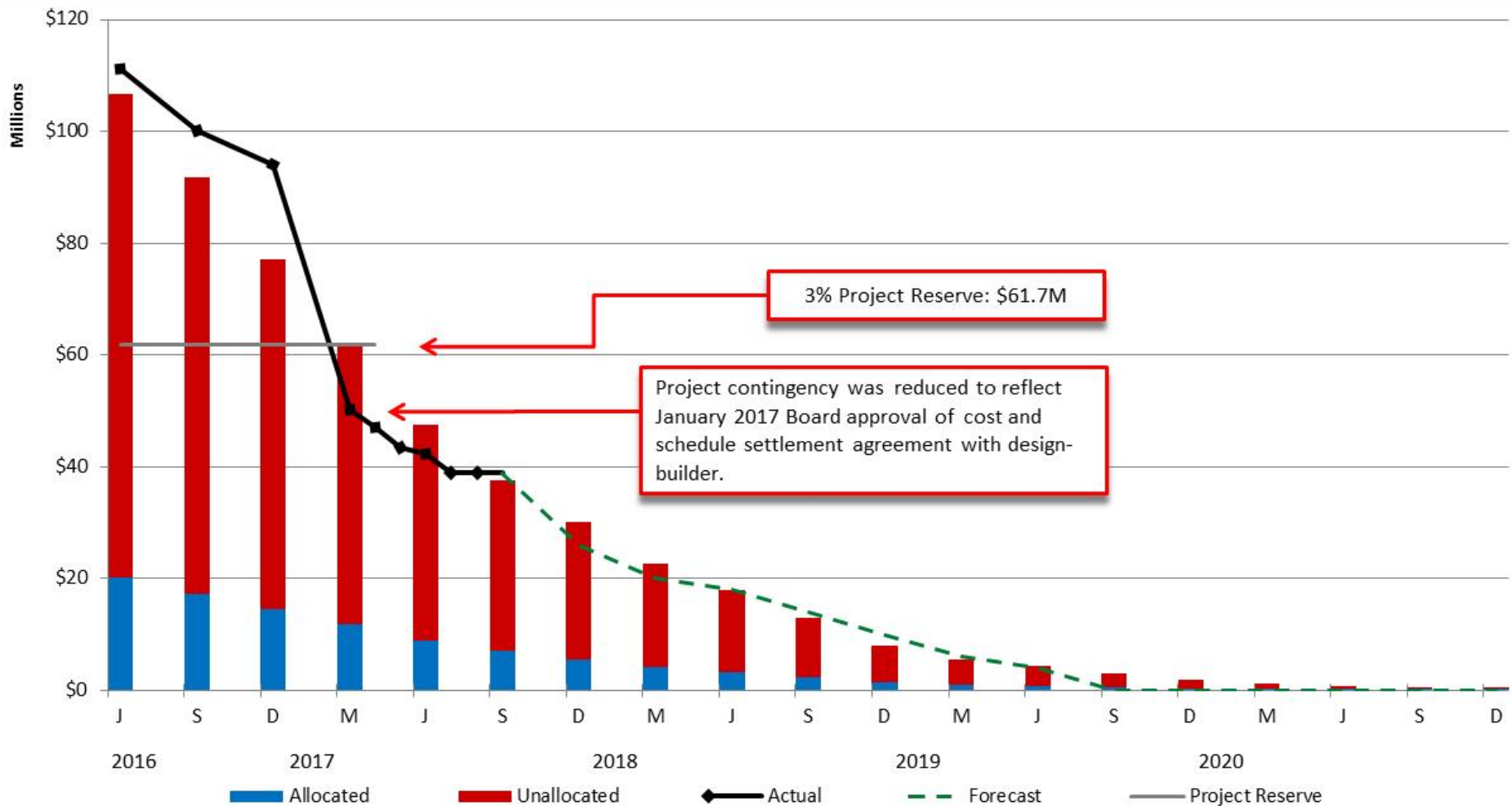
September 2017



Change Notice #	Description	Number of Mod/ Change Orders	Cost Value
TOTAL VALUE OF EXECUTED CONTRACT MODIFICATIONS AND APPROVED CHANGE ORDERS		316	\$ 75,251,709
TOTAL PENDING MODIFICATIONS AND CHANGE ORDERS ROUGH ORDER OF MAGNITUDE COST		13	\$ 1,313,784
DESIGN BUILD - CONTRACT C0988			
MOD 00270	Unit Rates for Incidental Const Work		Less than \$1 million
MOD 00290	Asbestos Cement Pipe 63rd & Tesoro		Less than \$1 million
MOD 00312	Centinela and Eucalyptus Crossing Re		Less than \$3 million
MOD 00315	Addl Mod to Ped Light Fix-Slauson		Less than \$1 million
MOD 00316	Final Dsgn Black Diamond Vault Crens		Less than \$1 million
MOD 00317	Drive Test To Assess Radio Received		Less than \$1 million
MOD 00319	Claim 118 Resolution - Qwest Line		Less than \$1 million
MOD 00234	LADOT Fiber Optic Cable Betterment		Less than \$1 million
MOD 00304	BkChrg Metro pymnts to COLA TCO		Credit Less than \$2 million
MOD 00318	Install Black Street Lights & Signal		Credit Less than \$1 million
MOD 00320	Clean Agent Systems in the 3 TC& C		Less than \$1 million
CO 00046.5	Underground Conduit & Cable		Less than \$1 million
CO 00129	Elimination Crosver Sta 56+57.50		Credit Less than \$1 million
TOTAL MODIFICATIONS AND CHANGE ORDERS		329	\$ 76,565,493
PROFESSIONAL SERVICES CONTRACTS			
Design Support Services During Construction - CONTRACT E0117			
TOTAL VALUE OF EXECUTED CONTRACT MODIFICATIONS		42	\$ 59,217,720
TOTAL PENDING MODIFICATIONS		0	\$ -
TOTAL MODIFICATIONS		42	\$ 59,217,720
Construction Management Support Services - CONTRACT MC069			
TOTAL VALUE OF EXECUTED CONTRACT MODIFICATIONS		18	\$ 69,484,775
TOTAL PENDING MODIFICATIONS		0	\$-
TOTAL MODIFICATIONS		18	\$ 69,484,775

Crenshaw/LAX Transit Project

Project Cost Contingency Drawdown



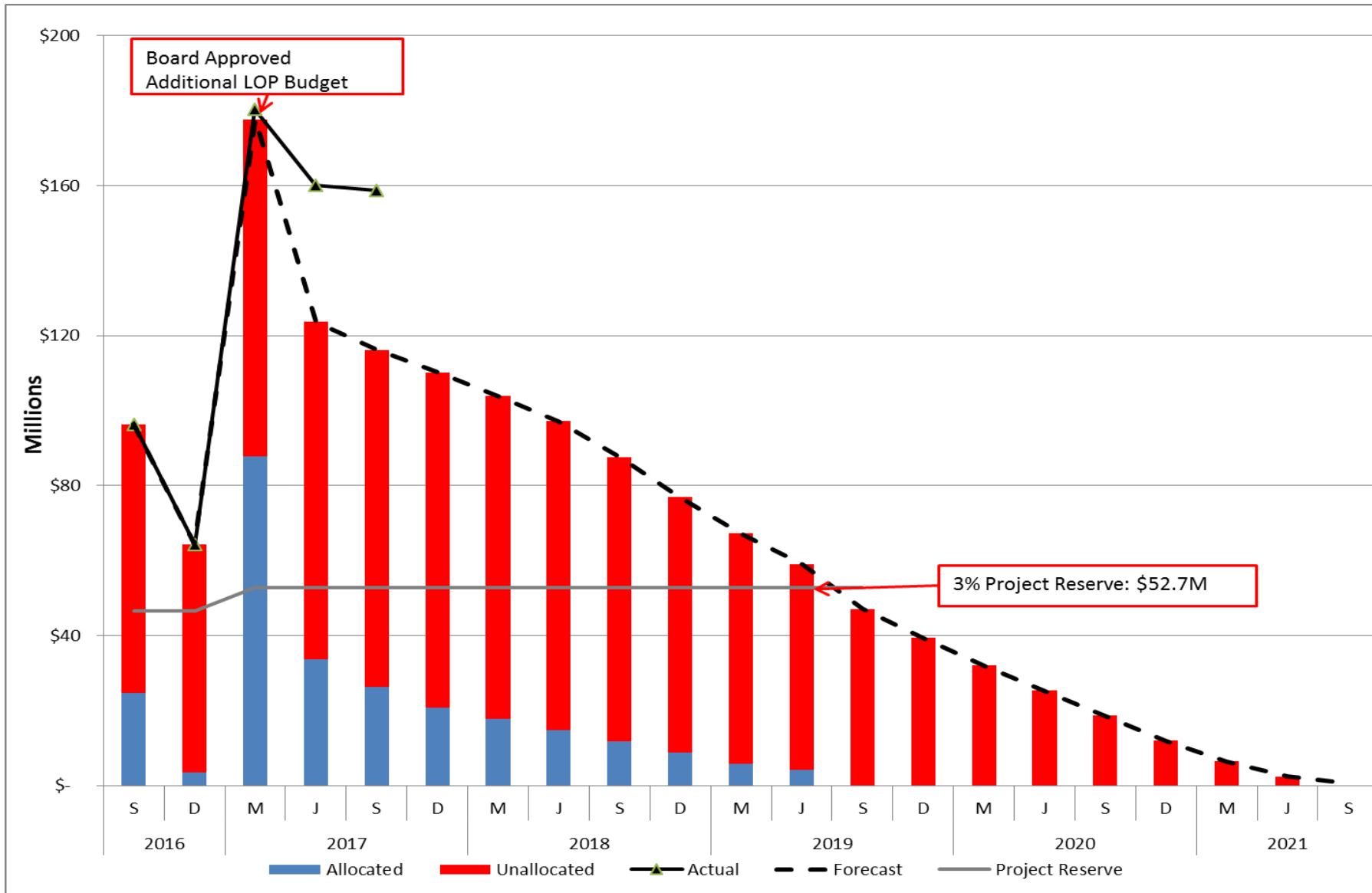
Regional Connector Change Activity

September 2017



Change Notice #	Description	Number of Mod/Change Orders	Cost Value
DESIGN BUILD CONTRACT (C0980)			
TOTAL VALUE OF ALL EXECUTED CONTRACT MODIFICATIONS AND CHANGE ORDERS:		100	\$ 149,806,743
TOTAL PENDING MODIFICATIONS AND CHANGE ORDERS ROUGH ORDER OF MAGNITUDE COST:		34	\$ 69,077,016
	1st/Alameda Bumpout (Construction)		Less Than \$1 Million
TBD	Flower Street Modification: future 2-way Traffic /Bumpout/Ped Lighting (Construction Only)		Between \$1 and \$5 Million
TBD	Revise Metro Rail Station Signage and Incorporate Metro Underground Station Signage (Construction)		Less Than \$1 Million
TBD	Add Wye Junction Fan Plant - Construction		Between \$10 and \$15 Million
TBD	Fully Coupled Dynamic Analysis for SEM Cavern		Less Than \$1 Million
50.0	Revisions to TPIS Requirements -Construction		Less Than \$1 Million
68.0	Flower Street Zanja Additional Potholing		Less Than \$1 Million
86.0	Flower Maintenance of Traffic (MOT) West Piles		Less Than \$1 Million
87.0	Support Veolia 24" Chilled Water Pipes at 2nd/Hope Station		Less Than \$1 Million
99.0	Option 3 Pedestrian Bridge Revisions / Broad Coordination (Construction)		Between \$1 and \$5 Million
103.0	1st/Central Station HMI Units for Escalator Controllers		Less Than \$1 Million
TBD	Add One Add 'I VHF Radio Operational Channel - Construction		Less Than \$1 Million
106.0	Revisions to Metro Optical Network Switch		Less Than \$1 Million
TBD	Revise Communication Radio System SOW (Construction)		Less Than \$1 Million
TBD	Add Perforated Metal Dropped Ceiling at 2nd/Hope Station Plaza - Construction		Less Than \$1 Million
107.0	Delays and schedule mitigation measures, electrical and water utility relocation costs, add 'I fire life safety engineering and other design and construction changes		More than \$15 Million
111.0	Spray-on Acoustical Finishes Additional Quantities		Between \$1 and \$5 Million
TBD	Revised Emergency Walkways at Curves (30" to 35") - Construction		Less Than \$1 Million
121.0	Utility Conflicts during Decking at 4th & Flower St.		Less Than \$1 Million
122.0	Asbestos Abatement on Flower St. thru May 2017		Less Than \$1 Million
TBD	Insurance Claim		Less Than \$1 Million
130.00	10" Sewer Bypass at 1st/Alameda		Less Than \$1 Million
131.00	Backfilling Broken Compensation Grouting Pipes at JVP		Less Than \$1 Million
132.0	TBM Acceleration (24/7) to Flower St.		Less Than \$1 Million
133.0	Deleting OCS Work at 7th Metro (CREDIT)		Less Than \$1 Million
134.0	2nd/Broadway - LA Times Communication Line Realignment Due to Differing Site Conditions		Less Than \$1 Million
136.0	TBM Cutterhead Repairs Due to DSC		Less Than \$1 Million
137.0	Revise SOE and Train Control and Mechanical Rooms (Charles Dunn SOE DSC)		Less Than \$1 Million
138.0	LADWP Switch Room Requirements for 1st and Central Station - Design Only		Less Than \$1 Million
TBD	TBM failure - delays and repair		Between \$1 and \$5 Million
TBD	Add 'I Commonwealth Agreement (noise barrier)		Less Than \$1 Million
142.0	Labor to Replace TBM Screws 1, 2 &3		Less Than \$1 Million
143.0	Three-Shift Tunnel Boring Machine (TBM) Mining Operation		Less Than \$1 Million
144.00	Add 'I Gas Monitoring/Potential Gassy w/Special Conditions		Between \$1 and \$5 Million
TOTAL MODIFICATIONS AND CHANGE ORDERS		134	\$ 218,883,759
PROFESSIONAL SERVICES CONTRACT			
Design Support Services During Construction (E0119)			
TOTAL VALUE OF EXECUTED CONTRACT MODIFICATIONS		12	\$ 44,629,810
TOTAL PENDING MODIFICATIONS ROUGH ORDER OF MAGNITUDE COST		0	\$ -
TOTAL MODIFICATIONS		12	\$ 44,629,810
Construction Management Support Services (MC070)			
TOTAL VALUE OF EXECUTED CONTRACT MODIFICATIONS		5	\$ 35,630,672
TOTAL PENDING MODIFICATIONS ROUGH ORDER OF MAGNITUDE COST		0	\$ -
TOTAL MODIFICATIONS		5	\$ 35,630,672

Regional Connector Project Cost Contingency Drawdown



Westside Purple Line Extension – Section 1

September 2017

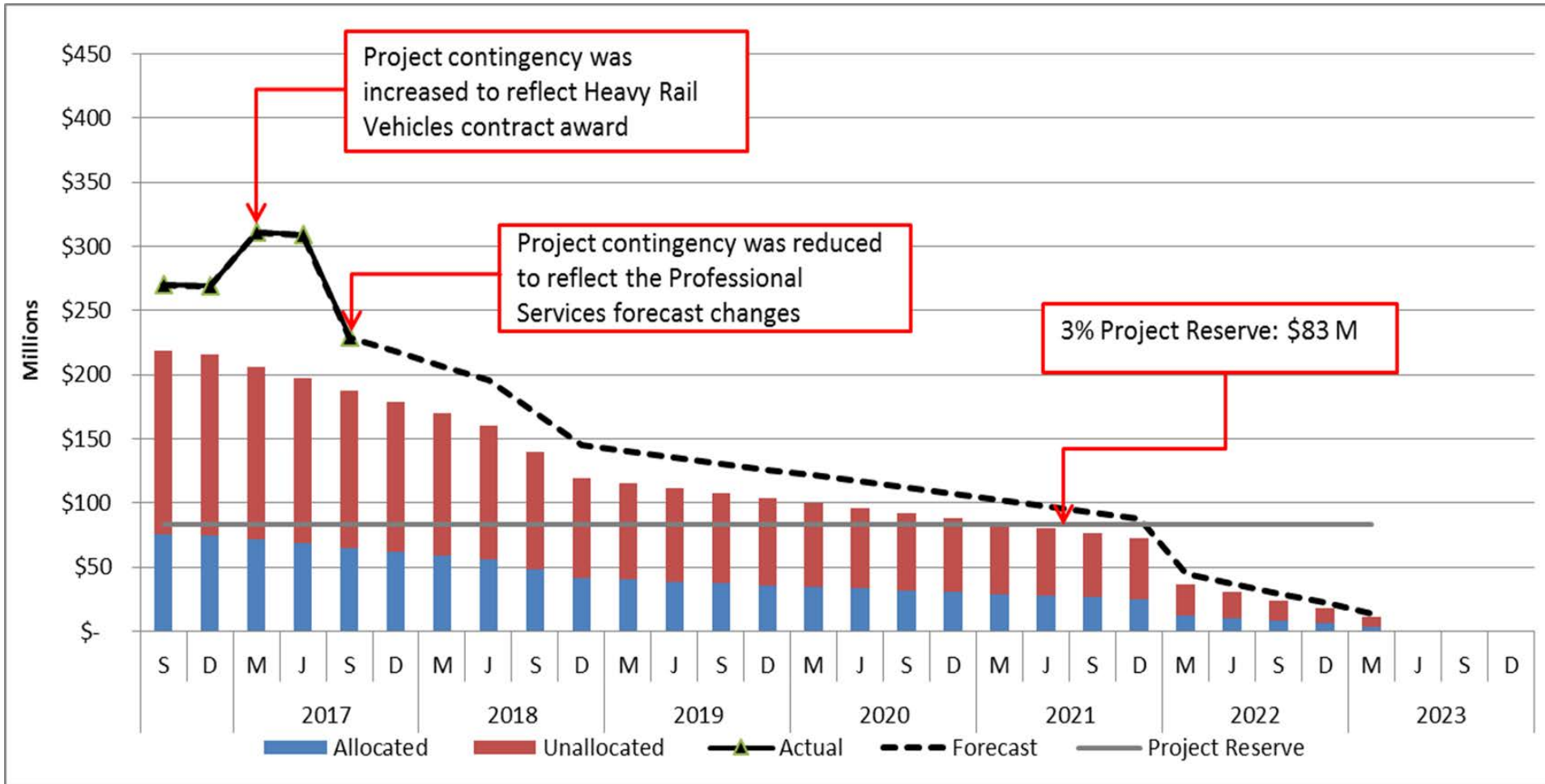
Change Activity



Change Notice #	Description	Number of Mod/Change Orders	Cost Value
TOTAL VALUE OF ALL EXECUTED CONTRACT MODIFICATIONS AND CHANGE ORDERS:		144	\$ 29,887,178
TOTAL PENDING MODIFICATIONS AND CHANGE ORDERS ROUGH ORDER OF MAGNITUDE COST:		46	More than \$15M
DESIGN/BUILD CONTRACT C1045		36	
CN-26	Betterment City of Beverly Hills - Median Reconstruction at San Vicente Blvd		Less Than \$1 Million
CN-32	Pin Station (Identifier) Changes		Less Than \$1 Million
CN-42.3	Radio Subsystem Redundancy		Between \$1M - \$5M
CN-43.2	Isolate Track Circuits at Wilshire/Western		Less Than \$1 Million
CN-47.2	Stainless Steel Enclosure for TVM and PTEL		Less Than \$1 Million
CN-56	Implement City of Beverly Hills Memorandum of Agreement (MOA)		Between \$10M - \$15M
CN-63	La Brea- Additional Instrumentation Requested by BOE		Less Than \$1 Million
CN-64.1	Additional SOE Design Work - La Brea Station		Less Than \$1 Million
CN-65.1	Additional SOE Design Work for Fairfax Station Due to Deviation Request for Building Settlement		Less Than \$1 Million
CN-66	Additional Dewatering Treatment & Discharge Costs at La Brea		Less Than \$1 Million
CN-67	Tactile Guidance (Construction and Plaza Material Change)		Less Than \$1 Million
CN-68	Increased Ventilation of Station Ancillary Rooms		Less Than \$1 Million
CN-72	Stations - Art Related Changes		Less Than \$1 Million
CN-76	Additional SOE Design Work for La Cienega Station Due to Deviation Request for Building Settlement		Less Than \$1 Million
CN-77	Additional Interpretation for Building Settlement		Less Than \$1 Million
CN-78	Fairfax - DWP Ductbank Conflict with Deck Beams		Less Than \$1 Million
CN-79	Wilshire/Western - Permit Approval and Inspection for Access Shaft		Less Than \$1 Million
CN-80.1	Stand by Generator Enclosure Aesthetic Improvements at La Cienega		Less Than \$1 Million
CN-81	Additional Instrumentation (Project Wide) as Required by LABOE and STS EOR		Less Than \$1 Million
CN-82	Additional Geotechnical Instrumentation at Western		Less Than \$1 Million
CN-83	Additional Dewatering Treatment & Discharge Impacts at Western		Less Than \$1 Million
CN-84	Additional SOE Design Work for the Western Shaft Due to Deviation Request for Building Settlement		Less Than \$1 Million
CN-85	La Brea Utility hanging Changes for Sewer and Storm Drains		Less Than \$1 Million
CN-87	La Brea - Bracing Impacts Due to DWP Ductbank at La Brea Ave (ECI-004)		Less Than \$1 Million
CN-88	TCE Slab Demolition and Removal at the Western Shaft		Less Than \$1 Million
CN-89	La Cienega-Removal of AT&T Abandoned Cables		Less Than \$1 Million
CN-91	La Brea-DWP Conflict and Impacts to Cap Beam Walkers 28 & 29		Less Than \$1 Million
CN-92	La Cienega - Impacts from Delayed SCE Lines/MH Abandonment		Less Than \$1 Million
CN-93	La Brea - Center Access Shaft - Design and Construction Costs		Less Than \$1 Million
CN-94	Fairfax - Negative Voltage-to-Rail Devise		Less Than \$1 Million
TBD	Fairfax - Piling Obstructions, Conflicts, Delays		Less Than \$1 Million
TBD	Station Address Signage (for Fire Dept Use)		Less Than \$1 Million
TBD	La Cienega - Rubberized Asphalt		Less Than \$1 Million
TBD	La Cienega - N-S SCE Line at Hamilton Dr. to Remain		Less Than \$1 Million
TBD	La Cienega - Piling Hours		Less Than \$1 Million
TBD	Crossover Exit Doors at Stations (La Brea, La Cienega)		Less Than \$1 Million
DESIGN/BUILD CONTRACT C1078		10	
CN-11	Schedule Impacts Due to Third Party		Less Than \$1 Million
CN-12	Betterment - Motorized Sliding Gate for the City of LA		Less Than \$1 Million
CN-13	AST Leak Detection and Remote Lubrication Fill/Extract Station		Less Than \$1 Million
CN-16	Betterment: Install Street Lights, Trees and Drip Irrigation for the City of LA		Less Than \$1 Million
CN-17	Support of Building Art Work		Less Than \$1 Million
CN-18	On-Site LIDs		Less Than \$1 Million
CN-19	Storm Drain - Differing Site Conditions		Less Than \$1 Million
CN-20	Hazardous Materials - Chalmers Pan Handle		Less Than \$1 Million
CN-21	Betterment: 6th Street Viaduct - Site Re-Grading, Ornamental Fenc, Etc.		Less Than \$1 Million
CN-24	UPDATED IT STANDARDS ON DATA DROPS AND OUTLETS		Less Than \$1 Million
TBD		190	
PROFESSIONAL SERVICES CONTRACTS			
Design Support Services During Construction - CONTRACT PS43502000			
TOTAL VALUE OF ALL EXECUTED CONTRACT MODIFICATIONS:		22	\$ 92,608,453
TOTAL PENDING MODIFICATIONS		0	
TOTAL MODIFICATIONS		22	\$ 92,608,453
Construction Management Support Services - CONTRACT MC071			
TOTAL VALUE OF ALL EXECUTED CONTRACT MODIFICATIONS:		4	\$ 70,297,456
TOTAL PENDING MODIFICATIONS		0	
TOTAL MODIFICATIONS		4	\$ 70,297,456
OTHER - THIRD PARTY AGREEMENTS			
Annual work plan for Fiscal Year 2018 with the City of Beverly Hills, in an amount not-to-exceed			Between \$5M - \$10M
Annual work plan for Fiscal Year 2018 with the City of Los Angeles, in an amount not-to-exceed			Between \$1M - \$5M

Westside Purple Line Extension – Section 1

Project Cost Contingency Drawdown



Westside Purple Line Extension – Section 2

September 2017

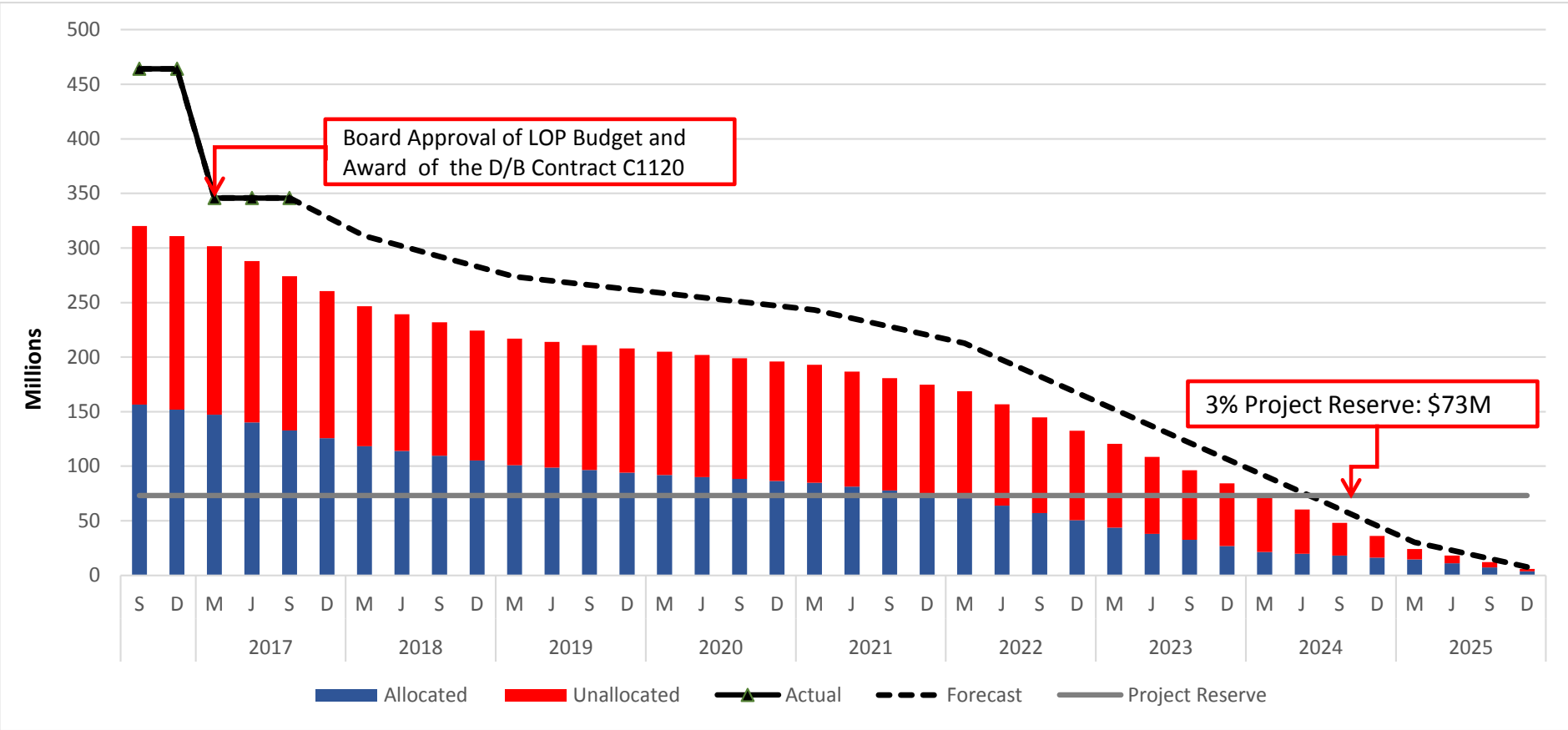
Change Activity



Change Notice #	Description	Number of Mod/Change Orders	Cost Value
TOTAL VALUE OF EXECUTED CONTRACT MODIFICATIONS AND APPROVED CHANGE ORDERS		1	\$ -
TOTAL PENDING MODIFICATIONS AND CHANGE ORDERS ROUGH ORDER OF MAGNITUDE COST:		12	More than \$15 Million
DESIGN/BUILD CONTRACT C1120			
CN-1.1	Century City Constellation Station West Ancillary & OPE Reconfiguration (Design)		Less Than \$1 Million
TBD	Century City Constellation Station West Ancillary & OPE Reconfiguration (Construction)		Less Than \$1 Million
CN-2.1	Geotechnical and Environmental Investigation Program		Less Than \$1 Million
CN-3	Century City Constellation Station: Main Entrance (Design)		Less Than \$1 Million
TBD	Century City Constellation Station: Main Entrance (Construction)		More Than \$15 Million
CN-4.1	Third Party Utility Final Design		Less Than \$1 Million
TBD	AT&T Building Demolition		Between \$1M - \$5 M
CN-6.1	Furnish Cradles for LADWP Power Vaults		Less Than \$1 Million
CN-7	Delete Four (4) boreholes at Cross-Passages		Less Than \$1 Million
CN-8	Additional Abatement at ACE Gallery		Less Than \$1 Million
CN-9	Traffic Control at WRS Station		Less Than \$1 Million
CN-10	Train Headway Revisions		Less Than \$1 Million
TOTAL MODIFICATIONS AND CHANGE ORDERS		13	\$ -
PROFESSIONAL SERVICES CONTRACT			
Design Support Services During Construction			
TOTAL VALUE OF EXECUTED CONTRACT MODIFICATIONS		0	\$ -
TOTAL PENDING MODIFICATIONS		0	\$ -
TOTAL MODIFICATIONS		0	\$ -
Construction Management Support Services			
TOTAL VALUE OF EXECUTED CONTRACT MODIFICATIONS		0	\$ -
TOTAL PENDING MODIFICATIONS		0	\$ -
TOTAL MODIFICATIONS		0	\$ -
OTHER - THIRD PARTY AGREEMENTS			
City of Beverly Hills Advanced Utility Relocation (AUR) Memorandum of Agreement			TBD

Westside Purple Line Extension – Section 2

Project Cost Contingency Drawdown





Board Report

File #: 2017-0687, File Type: Informational Report

Agenda Number: 33.

CONSTRUCTION COMMITTEE NOVEMBER 16, 2017

SUBJECT: PROJECT LABOR AGREEMENT/CONSTRUCTION CAREERS POLICY (PLA/CCP)

ACTION: RECEIVE AND FILE

RECOMMENDATION

RECEIVE AND FILE the:

- A. Status update on the Project Labor Agreement and Construction Careers Policy programs through the quarter ending September 2017; and
- B. Female Utilization Action Plan.

ISSUE

In January 2012, the Board approved the Project Labor Agreement (PLA) with the Los Angeles/Orange Counties Building and Construction Trades Council and the Construction Careers Policy (CCP), with a subsequent renewal in January 2017. One benefit of the PLA is to encourage construction employment and training opportunities in economically disadvantaged areas throughout the United States. Another benefit of the PLA is that work stoppages are prohibited.

Consistent with the Board approved PLA and CCP (PLA/CCP), prime contractors are required to provide Metro with monthly reports detailing progress towards meeting the targeted worker hiring goals. Additionally, consistent with Metro's Labor Compliance policy and federal Executive Order 11246 (EO 11246), the prime contractors provide Metro with worker utilization data by ethnicity and gender.

In accordance to EO 11246, Metro's program-wide goal for female utilization on construction contracts is 6.9%. As of the reporting period, Metro's overall female utilization attainment is 3.35%. During Metro's Construction Committee held September 21, 2017, the Board of Directors instructed staff to investigate strategies to increase female participation on construction contracts, benchmark agency programs and practices and identify strategies to promote greater compliance and enforcement of EO 11246 with specific focus on female utilization.

The attached report provides a status update of the construction projects subject to the PLA/CCP through September 2017, including the results of the assessment performed by Metro staff regarding

other agencies' workforce programs to address female utilization and strategies for implementation.

DISCUSSION

This report will provide a status update on the construction contracts covered by the PLA/CCP; an overview of the female utilization assessment including recommendations and strategies for implementation; including an update on the recent policy changes to the Pilot Local Hire Initiative; and an update on outreach activities in support of targeted hiring initiatives.

A. PLA/CCP Status Update

As of September 2017, there are seven active construction contracts and fourteen completed construction contracts with the PLA/CCP program requirements. The following is updated information regarding the active construction contracts including the female utilization participation. The information on the completed construction contracts is provided as Attachment A PLA/CCP Completed Projects.

Active Contracts:

As of the report period, six of the seven active construction projects have contractors that are exceeding the 40% Targeted Worker goal; three of the seven contractors are exceeding both the 20% Apprentice Worker goal and the 10% Disadvantaged Worker goal. The following table represents the active construction projects.

Project Name:	Prime Contractor:	Targeted Worker Goal (40%)	Apprentice Worker Goal (20%)	Disadvantaged Worker Goal (10%)	Female Utilization Goal (6.90%)	Percentage of Disadvantaged Worker Participation that are in the Criminal Justice System Category *
Crenshaw/LAX Transit Corridor	Walsh/Shea Corridor Constructors	59.45%	22.42%	12.39%	3.28%	37.14%
Regional Connector Transit Corridor	Regional Connector Constructors, JV	58.19%	16.72%	7.10%	2.61%	57.63%
Westside Subway Extension Project, Section 1 – D/B	Skanska-Traylor-Shea, JV	66.18%	16.88%	6.40%	4.37%	60.80%
Metro Blue Line Pedestrian and Swing Gates	Icon-West	61.39%	23.78%	12.59%	0.24%	100.00%
Division 16 Southwestern Yard	Hensel Phelps/Herzog, JV	50.62%	22.06%	9.35%	6.29%	59.12%
Patsaouras Plaza Busway Station	OHL-USA, Inc.	58.21%	2.50%	3.91%	2.47%	54.27%
Bob Hope Airport/Hollywood Way Station	C.A. Rasmussen, Inc.	35.62%	16.85%	12.49%	0.00%	87.73%

Please refer to the attached PLA/CCP Data Report for additional information on each project.

*Part of Metro’s PLA/CCP workforce requirement is the utilization of disadvantaged workers on projects. One of the nine criteria for a Disadvantaged Worker is having a criminal record or other involvement with the criminal justice system. The data shown in the table above (last column) is the percentage of Disadvantaged Workers (based on

hours worked) that have criminal records or involvement with the criminal justice system that have

worked or are still working on Metro's PLA/CCP projects.

Crenshaw/LAX Transit Corridor

Prime: Walsh/Shea Corridor Constructors

The Crenshaw/LAX Transit Corridor project Contractor has completed 88.47% of the estimated construction work hours for this project. The Contractor is currently exceeding the Targeted Worker goal at 59.45%, Apprentice Worker Goal at 22.42%, Disadvantaged Worker goal at 12.39% and the minority participation percentage goals; however, the Contractor is not meeting the 6.90% Female Participation goal at 3.28%. The attainment for the 20% Apprentice Worker goal is based on total apprenticeable hours.

The Contractor has met the PLA/CCP workforce provisions for this reporting cycle.

Regional Connector Transit Corridor

Prime: Regional Connector Constructors, Joint Venture

The Regional Connector Transit Corridor project Contractor has completed 29.68% of the estimated construction work hours for this project. The Contractor is currently exceeding the Targeted Worker goal at 58.19% and the minority participation percentage goals; however, the Contractor is not meeting the 20% Apprentice Worker goal at 16.72%, the 10% Disadvantaged Worker goal at 7.10% or the 6.90% Female Participation goal at 2.61%. The attainment for the 20% Apprentice Worker goal is based on total apprenticeable hours.

The Contractor is currently in the process of updating its Employment Hiring Plan (EHP) to address compliance with the PLA/CCP workforce goals. Staff will continue to monitor the Contractor's EHP and work closely with the Contractor towards meeting all worker goals for this project.

Westside Subway Extension Project, Section 1 Design-Build

Prime: Skanska-Traylor-Shea, a Joint Venture (STS)

The Westside Subway Extension Project, Section 1 project Contractor has completed 23.28% of the estimated construction work hours for this project. The Contractor is currently exceeding the Targeted Worker goal at 66.18% and the minority participation percentage goals; however, the Contractor is not meeting the 20% Apprentice Worker goal at 16.88%, the 10% Disadvantaged Worker goal at 6.40% or the 6.90% Female Participation goal at 4.37%. The attainment for the 20% Apprentice Worker is based on total apprenticeable hours.

The Contractor has submitted an EHP which outlines compliance with meeting the PLA/CCP workforce goals Mid-2018. Staff will continue to monitor the Contractor's EHP and work closely with the Contractor towards meeting all worker goals for this project.

Metro Blue Line Pedestrian and Swing Gates

Prime: Icon-West

The Metro Blue Line Pedestrian and Swing Gates project Contractor has completed 87.79% of the estimated construction work hours on this project. The Contractor is currently exceeding the Targeted

Worker goal at 61.39%, Apprentice Worker goal at 23.78%, Disadvantaged Worker goal at 12.59% and the minority participation percentage goals; however, the Contractor is not meeting the 6.90% Female Participation goal at 0.24%. The attainment for the 20% Apprentice Worker is based on total apprenticeable hours.

The Contractor has met the PLA/CCP workforce provisions for this reporting cycle.

Division 16 - Southwestern Yard
Prime: Hensel Phelps/Herzog, J.V.

The Division 16 Southwestern Yard project Contractor has completed 36.64% of the estimated construction work hours on this project. The Contractor is currently exceeding the Local Targeted Worker goal at 50.62%, Apprentice Worker goal at 22.06%, and the minority participation percentage goals; however, the Contractor is not meeting the 10% Disadvantaged Worker goal at 9.35% and the 6.9% Female Participation goal at 6.29%. The attainment for the 20% Apprentice Worker is based on total apprenticeable hours.

The Contractor indicated that several disadvantaged workers were hired on the project which will increase the Disadvantaged Worker attainment above the 10% requirement by next reporting cycle. Staff will work closely with the Contractor towards meeting all worker goals for this project. This contract falls under the United States Department of Transportation's (U.S. DOT) Local Hire Pilot Program.

Patsaouras Plaza Busway Station
Prime: OHL-USA, Inc.

The Patsaouras Plaza Busway Station project Contractor has completed 32.60% of the estimated construction work hours on this project. The Contractor is currently exceeding the Targeted Worker goal at 58.21% and the minority participation percentage goals; however, the Contractor is not meeting the 20% Apprentice Worker goal at 2.50%, the 10% Disadvantaged Worker goal at 3.91% or the 6.90% Female Participation goal at 2.47%. The attainment for the 20% Apprentice Worker is based on total apprenticeable hours.

The Contractor has submitted an EHP which outlines compliance with meeting the PLA/CCP workforce goals in November 2017. Staff will continue to monitor the Contractor's EHP and work closely with the Contractor towards meeting all worker goals for this project.

Bob Hope Airport/Hollywood Way Station
Prime: C.A. Rasmussen, Inc.

The Bob Hope Airport/Hollywood Way Station project Contractor has completed 27.75% of the estimated construction work hours on this project. The Contractor is currently exceeding the 10% Disadvantaged Worker goal at 12.49% and the minority participation percentage goals; however, the Contractor is not meeting the 40% Targeted Worker goal at 35.62%, the 20% Apprentice Worker goal at 16.85% or the 6.9% Female Participation goal at 0.00%. The attainment for the 20% Apprentice

Worker is based on total apprenticeable hours.

The Contractor has submitted an EHP which outlines compliance with meeting the PLA/CCP workforce goals in January 2018. Staff will continue to monitor the Contractor’s EHP and work closely with the Contractor towards meeting all worker goals for this project.

B. Female Utilization Update

Provided in the following table is the female utilization participation report on Metro’s PLA/CCP projects. The table reports the number of cumulative female workers on active PLA/CCP projects within the last three months of FY17.

Project Name:	Prime Contractor:	No. of Female Workers July 2017	No. of Female Workers August 2017	No. of Female Workers September 2017
Crenshaw/LAX Transit Corridor	Walsh/Shea Corridor Constructors	116	116	117
Regional Connector Transit Corridor	Regional Connector Constructors, JV	30	31	36
Westside Subway Extension Project, Section 1	Skanska-Traylor-Shea, JV	40	41	44
Metro Blue Line Pedestrian and Swing Gates	Icon-West	2	2	2
Division 16 – Southwestern Yard	Hensel Phelps/Herzog, JV	16	16	18
Patsaouras Plaza Busway Station	OHL, USA, Inc.	1	1	1
Bob Hope Airport/Hollywood Way Station	C.A. Rasmussen, Inc.	0	0	0

Recognizing that Metro’s program-wide female utilization is 3.35%; per the request of Metro’s Board, staff within Diversity and Economic Opportunity conducted a cursory assessment of other agency’s workforce and hiring programs with special focus on female utilization.

Staff identified the following agencies to include in the assessment: City and County of San Francisco, City of Milwaukee, City of Boston, City of Oakland, City of Cleveland, Los Angeles Unified School District (LAUSD), Los Angeles Community College District (LACCD), County of Los Angeles

Department of Public Works; and the following public transportation agencies: Seattle Sound Transit, Bay Area Rapid Transit (BART); including Los Angeles World Airports (LAWA). Staff will continue to conduct research of additional agencies' programs and will expand upon the assessment as data is obtained. A summary of the assessment is provided as Attachment C Female Workforce Benchmark Report.

Staff identified three agencies that track and report female participation goals and attainment. The three agencies that provided female participation information were Seattle Sound Transit, City of Boston and BART. Seattle Sound Transit has a 12% Female participation goal and is currently achieving 8.8% attainment. The City of Boston has a 12% female participation goal and attained 6% as of 2016, while BART has a 6.9% female participation goal and is currently achieving 3.09% attainment.

The agencies identified the following challenges to increasing female participation on construction projects:

- The inability to place pre-apprentice graduates into union recognized apprenticeship training programs. Female apprentice candidates should be enrolled in pre-apprenticeship training programs recognized by the building trades.
- Pre-apprenticeship programs need to ensure female candidates are properly prepared and ready for work. Candidates requiring supportive services such as family care, transportation or other services may experience greater challenges upon dispatched to work-sites.
- Construction employers committing to hire graduates from apprenticeship training programs.

The agencies also provided the following best practices to increase female participation:

- Allocate additional resources such as funding to conduct targeted recruitment efforts, provide support for training programs, and provide support to candidates. For example, Seattle Sound Transit received a Ladders of Opportunity grant that was used to fund these efforts.
- Agencies should take a regional approach to partnering with pre-apprenticeship programs to recruit apprentices versus attempting to create independent programs.
- Agencies should ensure that candidates referred to pre-apprenticeship training programs are referred to programs that are recognized by the union apprenticeship organizations.
- Partner with organizations that provide supportive services such as child care, family care and transportation services to support candidates through the apprenticeship process.
- Engage with contractors and encourage hiring of female apprentices on projects.

It should be noted that Metro staff has already implemented several of the best practices on previous

or current PLA/CCP projects. Efforts that staff has taken includes the following:

- Staff has worked with the Building Trades to determine the criteria a pre-apprenticeship training program must have to be recognized by the unions. Only programs that have the MC3 curriculum will be recognized by the unions,
- Partnerships have been established with organizations such as Women in Non-Traditional Employment Roles (WINTER),
- Job Coordinators working on Metro projects have been instructed to refer candidates to MC3 approved training facilities; and
- Staff conducts meetings with prime contractors to discuss efforts to increase female participation on projects.

In addition to the industry assessment, DEOD management staff convened with County Counsel and Metro Board staff from Board Member Hahn and Kuehl's office to discuss incentivizing contractors to increase female participation on both state and federally funded contracts in a manner that is consistent with EO11246 and Prop 209. Prior to implementing any such incentives, Counsel recommends that Metro conduct a workforce utilization study to determine the availability and utilization of women in Metro projects. Metro's strategies should continue to focus on continued monitoring and reporting of contractor's performance in achieving the utilization goals, ongoing outreach to the contracting community and trades in support of inclusionary hiring practices and additional strategic efforts identified by Metro staff in support of increasing program-wide female utilization.

Additionally, DEOD staff and members of Metro's senior leadership attended the Women Build Nations Conference, "An Institute for Practitioners and Employers," in Chicago, Illinois on October 13, 2017, to ascertain best practices on building women's equity in the construction trades. Staff heard the issues voiced by female construction workers that need to be addressed in the effort to remove barriers for female worker's participating in the construction industry. A few of the take-aways from the industry forum included the following:

- Special attention must be paid to issues that affect women in the Building Trades. This includes, but is not limited to, child care, harassment and transportation.
- Female workers stated that sexual harassment is the reason that most abandon a career in construction.
- Public meetings must be held with contractors, building trades and community groups to discuss the recruitment and retention of female workers. This has fostered increased female participation on construction projects.
- Contractors that achieve and exceed female participation goals should be recognized publicly as an employer of choice.

Female Utilization Action Plan

In consideration of the information gathered through the assessment including the review of EO 11246; Metro staff will focus on the following activities in support of developing a focused response and strategies to address female utilization:

- As per the recommendation of Counsel, retain the professional services of a consultant to conduct a formal workplace utilization study to identify the workforce demographics of women in the construction trades throughout the Los Angeles County region. The study will serve to identify the complement of women in the trades. The study will serve as a disparity study and the results will be used to develop strategies in partnership with trade organizations, contracting community, regional community based and educational partners.
- Continue to identify community based, supportive services providers and educational providers through Workforce Initiative Now-Los Angeles (WIN-LA) that will support female WIN-LA participants that are engaged in the construction career pathway.
- Assess alternatives to train contractors and key personnel on issues that directly impact women in the construction trades. This includes contractors and job coordinators developing relationships with partners that provide supportive services to workers such as child care and transportation.
- Publicly recognize contractors that meet or exceed the EO 11246 female goal of 6.9%. Contractors exceeding the goal may be recognized by the Metro's Board at meetings and highlighted on Metro's PLA/CCP webpage and quarterly reports. Positive acknowledgement has proven to incentivize contractors to increase their efforts in exceeding female goals.
- Continue to advance efforts focused on female outreach, inclusion and advancement through Metro's Women & Girls Governing Council (WGCC). The WGCC which launched in October 2017 will serve as an additional pathway for the creation of opportunities, strategies and solutions focused on increasing female participation on Metro construction projects.
- Continue to partner with the organizations serving as the PLA/CCP job coordinators, the trades and others to ensure pre-apprenticeship programs that candidates are being referred to are recognized by the trade union apprenticeship organizations.
- Conduct a PLA/CCP Summit with a focus on increasing female participation on construction projects in summer of 2018. The summit will feature a panel of women in the construction industry to discuss increasing female apprentices, challenges faced by female workers, and best practices in increasing the retention of female workers.
- Institute internal processes to support ongoing reinforcement and monitoring of contractor's performance in achieving EO11246 goals. Establish a process to meet with contractors prior to 50% of contract completion to review utilization performance and discuss strategies for improvements.
- Research the feasibility of subsidizing a night program in partnership with Women in Non-Traditional Employment Roles (WINTER). This will allow women who work during the day and are under-employed, or have other responsibilities, to participate in WINTER's program to pursue construction career opportunities.
- Formalize the internal process to issue notices of low female participation to contractors that are not meeting the 6.9% goal.
- Develop a focused program to increase outreach activities and incorporate best practices of

other agencies into Metro's Women Build LA initiative.

C. Pilot Local Hire Update

In March 2015, the U.S. DOT announced an initiative to permit, on an experimental basis, Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) recipients and sub-recipients the ability to utilize previously disallowed local/geographic-based labor hiring preferences and economic-based labor hiring preferences on Construction and Rolling Stock projects. This initiative was carried out as a pilot program for a period of one year, which was extended through March 6, 2017, under the FHWA and FTA's existing Authorities. On January 18, 2017, the Federal Register published a notice from U.S. Transportation Secretary, Anthony Foxx, announcing that the Local Hire Pilot Program will be extended for five years through March 6, 2022.

On August 18, 2017 the USDOT issued a report on significant rulemaking that cited that the Pilot Local Hire reforms were slated for withdrawal and on August 25, 2017 the current Administration withdrew the Notice of Proposed Rule Change.

On October 6, 2017, the Federal Register published a notice from the USDOT announcing the withdrawal of the Pilot Local Hire program.

Metro has three construction projects awarded subject to the USDOT Pilot Local Hire Initiative which include:

- C0991 Division 16 - Southwestern Yard (contract amount of \$172M)
- C1120 Westside Purple Line Extension Project - Section 2 (contract amount of \$1.3B)
- C1153 Purple Line Extension Section 3 - Advanced Utility Relocations (contract amount of \$11M).

Furthermore, Metro originally received DOT and FTA approval on September 30, 2015, to use Metro's Local Employment Program (LEP) on four Rolling Stock procurements; Metro's New Heavy Rail Car, a new 40-foot CNG Bus Buy and two Rail Car Overhaul solicitations. Subsequently, on January 12, 2017, Metro received supplemental authority from FTA to apply the LEP on its Bus RFP for 60-foot CNG buses, 40-foot and 60-foot Zero Emission vehicles.

The FTA's approval contains specific conditions that limit the Local Employment Program to a voluntary program. This means that the program cannot be used to determine responsiveness to the solicitation or as a basis for award. Nonetheless, the Local Employment Program will provide Proposers with an opportunity to receive up to 5% additional preferential scoring points if new jobs are committed as part of their proposal.

The FTA's approval also modified the definition of how Metro may define its geographical preference for new jobs and facility improvements for the New Heavy Rail Car and New Bus RFPs. For those two procurements, the definition of local employment will include anywhere in the State of California. For the two rail vehicle overhaul projects, the FTA will allow Metro to limit the geographical preference for new job creation to Los Angeles County.

Proposers that volunteer to participate in Metro's Local Employment Program and who commit to new local job creation must also commit to hiring a minimum of 10% of their new work force as Disadvantaged Workers. The targeted hiring requirements are a condition for receiving preferential scoring points but are not a condition of award.

The Board has now approved three (3) Rail Car projects that contain the new LEP including the A650 Red Line and P2000 Light Rail Vehicle Overhaul contracts, the New Heavy Rail Car contract; and four (4) new Bus contracts: the 40-foot and 60-foot Zero Emission Buses, and the 40-foot and 60-foot CNG Buses. Combined, these seven (7) projects will create new jobs in Los Angeles County totaling over \$65.3 million in wages and benefits over the next seven years. This local jobs program will create an estimated 217 new jobs for the base and option contract periods for these seven projects.

D. OUTREACH

In efforts to attain the highest percentages of Targeted, Apprentice and Disadvantaged Workers on PLA/CCP projects, DEOD staff continuously seeks opportunities to keep the community informed and engaged of construction career opportunities available through the PLA/CCP. Staff consistently collaborates with community based organizations and other partners including the contractors on outreach events, initiatives and activities.

DEOD staff actively participates on the planning committee for Community Action Partners (CAP) and 5 Keys Charter School which are organizations that work with individuals that are re-entering society from the Los Angeles County criminal justice system. Additionally, staff serves as an advisory council member to the Flintridge Center which assists individuals seeking a second chance to start a career in the construction industry. Staff continues to work in collaboration with Women in Non-Traditional Employment Roles (WINTER) to enroll women in the organization's Boot Camp program.

DEOD staff recently participated in and/or hosted the following outreach events:

- Women Build Nations Conference, "Institute for Practitioners and Employers," hosted in Chicago, Illinois, on October 13, 2017
- Construction careers information session in collaboration with Peace over Violence, an advocacy group in South Central Los Angeles on October 11, 2017
- Women in Non-Traditional Employment Roles (WINTER) Anniversary Celebration, September 21, 2017
- Assembly Member Christina Garcia Career and Trade Fair, Pico Rivera, September 23, 2017
- Held female participation meetings with the prime contractor for the Blue Line Pedestrian Swing Gates project on September 20, 2017
- Jobs Create Peace Job Fair event on August 17, 2017.

Staff will be participating in the upcoming outreach events:

- The Metro "Women Build METRO LA" Committee will conduct the next symposium on the Transportation Industry on November 3, 2017 at Long Beach Community College (4th District). It focuses on the many opportunities for women in the transportation industry with special

focus on the construction trades.

NEXT STEPS

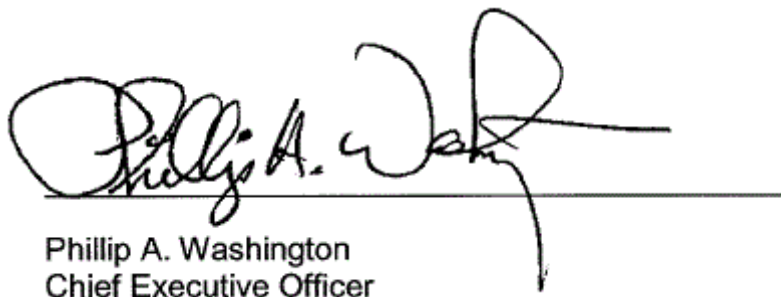
DEOD staff will continue to monitor contractor's hiring efforts and initiate the newly proposed and recurring activities as outlined. Staff will continue to identify initiatives and outreach efforts to promote awareness, engagement and participation in construction career opportunities.

ATTACHMENTS

Attachment A - PLA/CCP Completed Projects
Attachment B - PLA/CCP Report Data
Attachment C - Female Workforce Benchmark Report

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Phillip A. Washington
Chief Executive Officer

ATTACHMENT A

Completed Contracts:

Completed Projects:	Prime Contractor:	Targeted Worker Goal (40%)	Apprentice Worker Goal (20%)	Disadvantaged Worker Goal (10%)	Female Utilization Goal (6.90%)	*Percentage of Disadvantaged Workers that are in the Criminal Justice System Category
Crenshaw Advanced Utility Relocation Project	Metro Builders	61.41%	13.84%	21.08%	0.52%	2.90%
Westside Subway Extension Advanced Utility Relocation	Metro Builders	67.47%	11.12%	11.08%	7.48%	0.00%
Westside Subway Exploratory Shaft	Innovative Construction Solutions	50.88%	75.05%	11.23%	0.42%	96.23%
Regional Connector Transit Corridor Adv. Utility Relocation	Pulice Construction	51.61%	21.37%	22.83%	2.57%	28.39%
CNG Emergency Generator Division 7 & 8	Taft Electric	46.42%	25.51%	39.08%	4.68%	39.48%
Division 13 CNG Fueling Facility, Design/Build/Operate	Clean Energy	67.54%	20.17%	60.72%	1.69%	49.48%
Metro Blue Line Stations Refurbishments	S.J. Amoroso	56.01%	26.10%	13.62%	0.48%	28.03%
Westside Extension Project Advanced Utility Relocation (Fairfax Station)	WA Rasic	63.27%	20.61%	19.90%	2.78%	9.24%
Metro Rail Security Kiosks	Icon-West	45.90%	27.06%	20.17%	0.00%	100.00%
Westside Extension Project Advanced Utility Relocation (La Cienega Station)	Bubalo Construction	65.15%	21.76%	20.96%	0.57%	28.10%
MRL/MOL North Hollywood Station West Entrance	Skanska, USA	57.79%	24.28%	15.78%	7.44%	84.26%
Patsaouras Plaza POV Relocation, Pavers and Storm Drain Repair	AP Construction	76.46%	21.26%	42.56%	3.91%	6.48%
Universal City Pedestrian Bridge	Griffith Company	38.33%	27.49%	12.55%	1.57%	48.51%
MRL Pershing Square Canopy Addition and Escalator Replacements	Clark Construction, LLC	50.62%	33.68%	14.12%	1.46%	86.41%

Please refer to the attached PLA/CCP Data Report for additional information on each project.

Crenshaw Advanced Utility Relocation Project
Prime: Metro Builders

The Crenshaw Advanced Utility Relocation project is 100% complete as of September 2014. Final reporting shows the Targeted Worker attainment at 61.41%, Disadvantaged Worker attainment at 21.08% and the minority participation percentage goals were attained; however, the Contractor did not meet the 20% Apprentice Worker goal at 13.84% and the 6.90% Female Participation goal at 0.52%. The attainment for the 20% Apprentice worker goal is based on total apprenticeable hours. Metro staff met with the Contractor in January 2015 and executed liquidated damages for not meeting the apprentice goal for this project. The Contractor complied with Metro's liquidated damages and this issue is closed.

Westside Subway Extension Advanced Utility Relocation
Prime: Metro Builders

The Westside Subway Extension Advanced Utility Relocation project is 100% complete as of October 2014. Final reporting shows the Targeted Worker attainment at 67.47%, Disadvantaged Worker attainment at 11.08%, Female Participation attainment at 7.48% and the minority participation percentage goals were attained; however, the Contractor did not meet the 20% Apprentice Worker goal at 11.12%. The attainment for the 20% Apprentice worker goal is based on total apprenticeable hours. Metro staff met with the Contractor in January 2015 and executed liquidated damages for not meeting the apprentice goal for this project. The Contractor complied with Metro's liquidated damages and this issue is closed.

Westside Subway Exploratory Shaft
Prime: Innovative Construction Solutions (ICS)

The Westside Subway Extension Exploratory Shaft project is 100% complete as of October 2014. Final reporting shows the Targeted Worker attainment at 50.88%, Apprentice Worker attainment at 75.05%, Disadvantaged Worker attainment at 11.23% and the minority participation percentage goals were attained; however, the Contractor did not meet the 6.90% Female Participation goal at 0.42%. The attainment for the 20% Apprentice worker goal is based on total apprenticeable hours. No labor grievances occurred on this project.

Regional Connector Transit Corridor Advanced Utilities Relocation
Prime: Pulice Construction

The Regional Connector Transit Corridor Advanced Utilities Relocation project was terminated for convenience in April 2015 and is now closed. Final reporting shows the Targeted Worker attainment at 51.61%, Apprentice Worker attainment at 21.37%, Disadvantaged Worker attainment at 22.83% and the minority participation percentage goals were attained; however, the Contractor did not meet the 6.90% Female Participation goal at 2.57%.

CNG Emergency Generator Division 7 and 8
Prime: Taft Electric

The CNG Emergency Generator Division 7 and 8 project is 100% complete as of May 2015. Final reporting shows the Targeted Worker attainment at 46.42%, Apprentice Worker attainment at 25.51%, Disadvantaged Worker attainment at 39.08% and the minority percentage goals were attained; however, the Contractor did not meet the 6.90% Female Participation goal at 4.68%. The attainment for the 20% Apprentice worker goal is based on total apprenticeable hours. No labor grievances occurred on this project.

Division 13 CNG Fueling Facility, Design/Build/Operate
Prime: Clean Energy

The Division 13 CNG Fueling Facility, Design/Build/Operate project Contractor is 100% complete as of June 2015. Final reporting shows the Targeted Worker attainment at 67.54%, Apprentice Worker attainment at 20.17%, Disadvantaged Worker attainment at 60.72% and the minority percentage goals were attained; however, the Contractor did not meet the 6.90% Female Participation goal at 1.69%. The attainment for the 20% Apprentice worker goal is based on total apprenticeable hours. No labor grievances occurred on this project.

Metro Blue Line Station Refurbishments
Prime: S.J. Amoroso

The Metro Blue Line Station Refurbishments project Contractor is 100% complete as of August 2015. Final reporting shows the Targeted Worker attainment at 56.01%, Apprentice Worker attainment at 26.10%, Disadvantaged Worker attainment at 13.62% and the minority percentage goals were attained; however, the Contractor did not meet the 6.90% Female Participation goal at 0.48%. The attainment for the 20% Apprentice Worker goal is based on total apprenticeable hours.

Westside Subway Extension Advanced Utility Relocation (Fairfax Station)
Prime: W.A. Rasic

The Westside Subway Extension Advanced Utility Relocation – Fairfax Station project is 100% complete as of December 2015. Final reporting shows the Targeted Worker attainment at 63.27%, Apprentice Worker attainment at 20.61%, Disadvantaged Worker attainment at 19.90% and the minority percentage goals were attained; however, the Contractor did not meet the 6.90% Female Participation goal at 2.78%. The attainment for the 20% Apprentice Worker goal is based on total apprenticeable hours.

Metro Rail Security Kiosks
Prime: Icon-West

The Metro Rail Security Kiosks project is 100% complete as of March 2016. Final reporting shows the Targeted Worker attainment at 45.90%, Apprentice Worker

attainment at 27.06%, Disadvantaged Worker attainment at 20.17% and the minority percentage goals were attained; however, the Contractor did not meet the 6.90% Female Participation goal at 0.00%. The attainment for the 20% Apprentice Worker goal is based on total apprenticeable hours. No labor grievances occurred on this project.

Westside Extension Project Advanced Utility Relocation (La Cienega)
Prime: Bubalo Construction

The Westside Extension Project Advanced Utility Relocation project is 100% completed as of October 2016. Final reporting shows the Targeted Worker attainment at 65.15%, Apprentice Worker attainment at 21.76%, Disadvantaged Worker attainment at 20.96% and the minority percentage goals were attained; however, the Contractor did not meet the 6.90% Female Participation goal at 0.57%. The attainment for the 20% Apprentice Worker goal is based on total apprenticeable hours. No labor grievances occurred on this project.

Metro Red Line/Metro Orange Line (MRL/MOL) North Hollywood Station West Entrance
Prime: Skanska

The Metro Red Line/Metro Orange Line (MRL/MOL) North Hollywood Station West Entrance project is 100% completed as of November 2016. Final reporting shows the Targeted Worker attainment at 57.79%, Apprentice Worker attainment at 24.28%, Disadvantaged Worker attainment at 15.78%, Female Participation goal at 7.44% and the minority percentage goals were attained. The attainment for the 20% Apprentice Worker goal is based on total apprenticeable hours.

Patsaouras Plaza POV Relocation, Pavers and Storm Drain Repairs
Prime: AP Construction

The Patsaouras Plaza Privately-Owned-Vehicle Relocation, Pavers and Storm Drain Repairs project is 100% completed as of April 2017. Final reporting shows the Targeted Worker attainment at 76.46%, Apprentice Worker attainment at 21.26%, Disadvantaged Worker attainment at 42.56% and the minority percentage goals were attained; however, the Contractor did not meet the 6.90% Female Participation goal at 3.91%. The attainment for the 20% Apprentice Worker goal is based on total apprenticeable hours. No labor grievances occurred on this project.

Universal City Pedestrian Bridge
Prime: Griffith Company

The Universal City Pedestrian Bridge project is 100% completed as of June 2017. Final reporting shows the Apprentice Worker attainment at 27.49%, Disadvantaged Worker goal at 12.55% and the minority participation percentage goals were attained; however, the Contractor did not meet the 40% Targeted Worker goal at 38.33% and the 6.90% Female Participation goal at 1.57%. The attainment for the 20% Apprentice Worker goal is based on total apprenticeable hours. Staff executed liquidated damages for not meeting the Targeted Worker goal for this project. The assessed liquidated damages

were utilized during negotiations to offset the contractor's claimed additional costs and this issue is closed.

MRL Pershing Square Canopy Addition and Escalator Replacement
Prime: Clark Construction, LLP

The MRL Pershing Square Canopy Addition and Escalator Replacement project Contractor is 100% completed as of August 2017. Final reporting shows the Targeted Worker attainment at 50.62%, Apprentice Worker attainment at 33.68%, Disadvantaged Worker attainment at 14.12% and the minority percentage goals were attained; however, the Contractor did not meet the 6.90% Female Participation goal at 1.46%. The attainment for the 20% Apprentice Worker goal is based on total apprenticeable hours. No labor grievances occurred on this project.

ATTACHMENT B

Project Labor Agreement (PLA) / Construction Careers Policy (CCP) Update

Report Data Through
September 2017 Reporting Period

Crenshaw/LAX Transit Corridor Project

PLA Targeted Worker Attainment: Prime: Walsh/Shea

Report Data Through September 2017

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
3,831,142.43	59.45%	22.42% Based on Total Apprenticiable Work Hours	12.39%

Percentage Project Complete Based on Worker Hours: 88.47% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
3,831,142.43	12.61%	1.19%	22.69%	59.89%	1.27%	2.35%	74.96%	3.28%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Regional Connector Transit Corridor Project

PLA Targeted Worker Attainment: Prime: R.C.C., Joint Venture

Report Data Through September 2017

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
975,062.17	58.19%	16.72% Based on Total Apprenticesable Work Hours	7.10%

Percentage Project Complete Based on Worker Hours: 29.68% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
975,062.17	7.78%	0.61%	28.33%	58.60%	0.77%	3.91%	67.76%	2.61%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Westside Subway Extension Project, Section 1 – D/B

PLA Targeted Worker Attainment: Prime: S.T.S., Joint Venture

Report Data Through September 2017

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
761,255.49	66.18%	16.88% Based on Total Apprenticesable Work Hours	6.40%

Percentage Project Complete Based on Worker Hours: 23.38% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/ Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
761,255.49	10.03%	1.39%	19.87%	63.45%	0.32%	4.93%	75.19%	4.37%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Metro Blue Line Pedestrian & Swing Gates

PLA Targeted Worker Attainment: Prime: Icon-West

Report Data Through September 2017

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
41,699.50	61.39%	23.78% <small>Based on Total Apprenticesable Work Hours</small>	12.59%

Percentage Project Complete Based on Worker Hours: 87.79% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
41,699.50	3.63%	0.00%	15.53%	76.53%	0.00%	4.31%	80.16%	0.24%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Division 16: Southwestern Yard

PLA Targeted Worker Attainment: Prime: Hensel Phelps/Herzog, JV

Report Data Through September 2017

No. of Work Hours*	Local Targeted Economically Disadvantaged Worker Utilization(%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
128,054.77	50.62%	22.06% <small>Based on Total Apprenticesable Work Hours</small>	9.35%

Percentage Project Complete Based on Worker Hours: 36.64% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
128,054.77	9.63%	1.28%	26.80%	53.88%	0.12%	8.30%	64.91%	6.29%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Patsaouras Plaza Busway Station

PLA Targeted Worker Attainment: Prime: OHL-USA, Inc.

Report Data Through September 2017

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
27,708.00	58.21%	2.50% <small>Based on Total Apprenticesable Work Hours</small>	3.91%

Percentage Project Complete Based on Worker Hours: 32.60% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
27,708.00	2.34%	0.20%	16.13%	78.26%	0.00%	3.08%	80.80%	2.47%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Bob Hope Airport/Hollywood Way Station

PLA Targeted Worker Attainment: Prime: C.A. Rasmussen, Inc.

Report Data Through September 2017

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
6,003.00	35.62%	16.85% <small>Based on Total Apprenticesable Work Hours</small>	12.49%

Percentage Project Complete Based on Worker Hours: 27.75% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
6,003.00	9.16%	0.00%	7.18%	68.14%	0.00%	15.52%	77.30%	0.00%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Crenshaw/LAX Advanced Utilities Relocations

PLA Targeted Worker Attainment: Prime: Metrobuilders

Report Data Through Oct 31, 2014 **(FINAL)**

No. of Work Hours	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
61,708.26*	61.41%		21.08%
43,277.52**		13.84%	

Percentage Project Complete Based on Worker Hours: 100%

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
61,708.26	11.66%	0.01%	22.02%	66.29%	0.01%	0.00%	77.97%	0.52%



* Total Cumulative Project Hours as Reported by Prime Contractor.

** Total Apprenticeable Cumulative Hours as Reported by Prime Contractor.

Westside Subway Extension Advanced Utilities

PLA Targeted Worker Attainment: Prime: Metrobuilders

Report Data Through November 2014 **(FINAL)**

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
37,731.76	67.47%	11.12%	11.08%

Percentage Project Complete Based on Worker Hours: 100%

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
37,731.76	3.92%	0.00%	12.76%	76.87%	0.00%	6.45%	80.79%	7.48%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Westside Subway Extension Exploratory Shaft

PLA Targeted Worker Attainment: Prime: Innovative Constructive Solutions

Report Data Through October 2014 **(FINAL)**

No. of Work Hours	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
*18,049.25	50.88%		11.23%
**238.50		75.05%	

Percentage Project Complete Based on Worker Hours: 100%

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
18,049.25	11.40%	0.00%	22.71%	33.18%	1.19%	31.52%	45.77%	0.42%



* Total Cumulative Project Hours as Reported by Prime Contractor.

** Total Apprenticeable Cumulative Hours as Reported by Prime Contractor.

Regional Connector Advanced Utility Relocations

PLA Targeted Worker Attainment: Prime: Pulice

Report Data Through May 2015 **(FINAL)**

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
58,903.00	51.61%	21.37% Contractor Reported Based on Total Work Hours	22.83%

Percentage Project Complete Based on Worker Hours: 100.00% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
58,903.00	1.36%	0.41%	17.43%	80.30%	0.00%	0.50%	82.07%	2.57%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

CNG Emergency Generator Division 7 and 8

PLA Targeted Worker Attainment: Prime: Taft Electric Company

Report Data Through May 2015 **(FINAL)**

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
3,289.50	46.42%	25.51% Based on Total Apprenticeable Work Hours	39.08%

Percentage Project Complete Based on Worker Hours: 100.00% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
3,289.50	14.47%	1.92%	38.21%	45.40%	0.00%	0.00%	61.79%	4.68%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Division 13 CNG Fueling Facility, Design/Build/Operate

PLA Targeted Worker Attainment: Prime: Clean Energy

Report Data Through June 2015 **(FINAL)**

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
11,496.00	67.54%	20.17% <small>Based on Total Apprenticesable Work Hours</small>	60.72%

Percentage Project Complete Based on Worker Hours: 100.00% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
11,496.00	31.21%	3.03%	26.54%	39.23%	0.00%	0.00%	73.47%	1.69%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Metro Blue Line Station Refurbishments

PLA Targeted Worker Attainment: Prime: S.J. Amoroso

Report Data Through June 2015 (FINAL)

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
41,274.75	56.01%	26.10% Based on Total Apprenticesable Work Hours	13.62%

Percentage Project Complete Based on Worker Hours: 100.00% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
41,274.75	16.59%	1.55%	20.72%	61.14%	0.00%	0.00%	79.28%	0.48%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Westside Subway Extension Project AUR (Fairfax Station)

PLA Targeted Worker Attainment: Prime: W.A. Rasic

Report Data Through December 2015 (FINAL)

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
37,510.00	63.27%	20.61% <small>Based on Total Apprenticesable Work Hours</small>	19.90%

Percentage Project Complete Based on Worker Hours: 100.00% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
37,510.00	9.44%	0.01%	13.39%	77.08%	0.00%	0.09%	86.53%	2.78%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Metro Rail Security Kiosks

PLA Targeted Worker Attainment: Prime: Icon-West

Report Data Through March 2016 (FINAL)

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
7,281.75	45.90%	27.06% <small>Based on Total Apprenticesable Work Hours</small>	20.17%

Percentage Project Complete Based on Worker Hours: 100.00% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
7,281.75	48.19%	0.27%	15.16%	34.78%	0.87%	0.72%	84.11%	0.00%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Westside Extension Project AUR (La Cienega Station)

PLA Targeted Worker Attainment: Prime: Bubalo Construction

Report Data Through October 2016 **(FINAL)**

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
52,043.60	65.15%	21.76% <small>Based on Total Apprenticesable Work Hours</small>	20.96%

Percentage Project Complete Based on Worker Hours: 100% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
52,043.60	4.84%	0.00%	7.52%	87.64%	0.00%	0.00%	92.48%	0.57%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

MRL/MOL North Hollywood Station West Entrance

PLA Targeted Worker Attainment: Prime: Skanska

Report Data Through November 2016 **(FINAL)**

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
85,105.00	57.79%	24.28% <small>Based on Total Apprenticesable Work Hours</small>	15.78%

Percentage Project Complete Based on Worker Hours: 100% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
85,105.00	11.06%	0.40%	27.47%	56.58%	1.04%	3.45%	69.08%	7.44%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Patsaouras Plaza POV Relocation, Pavers & Storm Drain PLA Targeted Worker Attainment: Prime: AP Construction

Report Data Through April 2017 **(FINAL)**

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
18,173.00	76.46%	21.26% <small>Based on Total Apprenticesable Work Hours</small>	42.56%

Percentage Project Complete Based on Worker Hours: 100% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
18,173.00	6.96%	0.35%	3.31%	89.06%	0.00%	0.33%	96.37%	3.91%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

Universal City Pedestrian Bridge

PLA Targeted Worker Attainment: Prime: Griffith Company

Report Data Through June 2017 **(FINAL)**

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
109,020.00	38.33%	27.49% <small>Based on total Apprenticeable Work hours</small>	12.55%

Percentage Project Complete Based on Worker Hours: 100% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/ Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
109,020.00	8.50%	4.11%	22.25%	61.79%	0.62%	2.83%	75.02%	1.57%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

MRL Pershing Square Canopy & Escalator Replacement

PLA Targeted Worker Attainment: Prime: Clark Construction, LLP

Report Data Through June 2017 (FINAL)

No. of Work Hours*	Targeted Economically Disadvantaged Worker Utilization (%) Goal: 40%	Apprentice Utilization (%) Goal: 20%	Disadvantaged Worker Utilization (%) Goal: 10%
22,562.00	50.62%	33.68% <small>Based on Total Apprenticesable Work Hours</small>	14.12%

Percentage Project Complete Based on Worker Hours: 100% (rounded)

Executive Order 11246 Demographic Summary

No. of Work Hours*	African American Utilization	Asian/Pacific Islander Utilization	Caucasian Utilization	Hispanic Utilization	Native American Utilization	Other/Declined to state	Minority Utilization Goal: 28.3% (rounded)	Female Utilization Goal: 6.9%
22,562.00	6.13%	1.91%	41.21%	46.93%	1.15%	2.67%	56.12%	1.46%



*Cumulative Hours Through End of Noted Reporting Period – as Reported by Prime Contractor. Data subject to change to reflect updates or audits.

ATTACHMENT C

Female Workforce Benchmark Assessment

Agency	Program Title	Female Participation Goal	Attainments	Date Adopted	Reporting Period
Los Angeles County Metropolitan Transit Authority	Project Labor Agreement / Construction Careers Policy (PLA/CCP)	6.9%	3.34%	Adopted in 2012	June, 2017
Bay Area Rapid Transit (BART)	Project Stabilization Agreement (PSA) (This data is from 1 project)	6.9%	3.09%		2017
City of Boston	Boston Residence Jobs Policy (BRJP)	12%	6%	1985	2016
City of Cleveland	Local Hiring Ordinance	No	N/A	Adopted in 2003	November 2013
City of Milwaukee	Residence Preference Program (RPP) & Milwaukee Opportunities for Restoring Employment (M.O.R.E)	No	N/A	Adopted R.P.P. 1991 M.O.R.E. 2009	2016
City of Oakland	Local Employment (LEP) & Local Construction Employment Referral Programs	No	N/A	Adopted in 2001	2013
City & County of San Francisco	Local Hiring Ordinance (City Build)	No	N/A	Adopted in 2010	2013
LAWA Los Angeles World Airports	PLA Agreement	No	N/A	Adopted in 1999	2013
Seattle Sound Transit	Project Labor Agreement (PLA)	12%	8.8%	Adopted in 1999	2017

ATTACHMENT C

Female Workforce Benchmark Assessment

Agency	Program Title	Female Participation Goal	Attainments	Date Adopted	Reporting Period
Los Angeles Unified School District (LAUSD)	Project Labor Agreement	No	N/A	Adopted in 1998	2017
Los Angeles Community College District (LACCD)	Project Labor Agreement	No	N/A	December 2001	September 2017
County of Los Angeles Department of Public Works	Local & Targeted Worker Hire Policy	No	N/A		September 2017



Board Report

File #: 2017-0705, File Type: Program

Agenda Number: 34.

CONSTRUCTION COMMITTEE NOVEMBER 16, 2017

**SUBJECT: SMALL BUSINESS BONDING ASSISTANCE
PILOT PROGRAM**

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to award a Contract to Merriwether & Williams Insurance Services (MWIS) for a not to exceed amount of \$1,315,417 for a one year Bonding Assistance Pilot Program, effective January 1, 2018 to February 28, 2019, which includes a 2-month ramp-up period;
- B. ADOPT a resolution, Attachment A, authorizing the Chief Executive Officer and other Authorized Officers to negotiate and execute a \$4,000,000 line of credit with Bank of America at a cost of \$18,000 and to execute as needed, individual standby letters of credit at a cost of \$2,000 each or 2% of the value of each letter of credit executed, whichever is greater, for the pilot year;

(REQUIRES SIMPLE, SEPARATE MAJORITY VOTE OF THE FULL BOARD)
- C. AUTHORIZING the Chief Executive Officer to approve a no cost Memorandum of Understanding (MOU) with the City of Los Angeles for participation in the City's Contractor Development and Bonding Assistance Program (CDBAP) for a one year Pilot Program; and
- D. AMENDING the FY18 budget for \$1,413,417 to include the contract with MWIS, and the associated line of credit and standby letter of credit fees.

ISSUE

The Small Business community has expressed concerns that obtaining the necessary bonding for small contractors has been a barrier to participating in Metro construction contracts. The City of Los Angeles has also identified bonding as a barrier for small contractors and implemented the Citywide Bonding Assistance Program in 2005.

The City's Administration Office issued a Request for Proposal (RFP) in October 2015 for continuation of their existing program and asked Metro to participate in the RFP process. Metro

participated in the RFP process after receiving approval from the Board on May 20, 2015. Metro was included in the City's RFP as an optional provision for Metro to contract for services included under the terms of the original RFP. The City's RFP Panel selected Merriwether & Williams Insurance Services (MWIS) as the broker. The program and contractor were approved in April 2016 by the City of Los Angeles. The approved program allows Metro the opportunity to piggyback off of the City's program by executing a no cost Memorandum of Understanding (MOU) with the City and entering into its own contract with the broker.

BACKGROUND

Government agencies are required to obtain, from their prime contractors, performance and payment bonds on public works contracts over \$25,000. Payment bonds are required by Public Contracts Code Section 7103 and shall be equal to 100% of the contract price. Public Contract Code Section 6825 requires a design-build entity to provide payment and performance bonds for the project and in no case shall the payment bond be less than the amount of the performance bond. FTA Circular 4220.1f states the Common Grant Rules require performance and payment bonds in the amount of 100% of the contract price for construction contracts. Therefore, Metro construction contracts require its prime contractors to provide Payment and Performance bonds in the amount of 100% of the contract price in the form and format provided by Metro.

Public Contract Code Section 4108 states it is the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond, if so requested by the prime contractor. It should be noted that this same Section requires the prime contractor to state in its written or published request for bids if the expense of the bond(s) is to be borne by the subcontractor.

MWIS

MWIS, a certified small business, administers the City's CDBAP. Metro will have its own contract with MWIS to administer Metro's one year pilot program by piggybacking off the City's CDBAP. As part of this Contract, MWIS will subcontract with a certified small business and DVBE firm. MWIS has committed to a 10% goal (7% SBE and 3% DVBE). Metro recommends the establishment of a \$4,000,000 program line of credit with a \$250,000 maximum or 40% (whichever is lower) per transaction cap dollar amount. The City's CDBAP has the same established limits. Metro assembled a Bonding Task Force, consisting of key departments such as the Diversity & Economic Opportunity Department, Risk Management, Treasury, Vendor/Contract Management, and Project Construction Management. For the one-year pilot program, the Task Force decided to utilize the same program parameters, such as the Line of Credit and the per transaction cap dollar amount, as those established in the City's CDBAP.

A one-year Pilot Program will afford Metro time to conduct its own assessment, evaluate the program as it relates to future Metro projects, modify the Program as necessary and determine if Metro should continue with the City or create its own stand-alone program. Further, the \$4 million program line of credit and the per transaction \$250,000 cap are justified given that this is a Pilot Program and that the Program can be changed to better fit Metro upon completion of the one-year pilot.

The City's CDBAP, along with other programs administered by MWIS, have included up to a 40% bond guarantee amount even though their average guarantee is 23%. Metro will therefore be seeking

a bond guarantee amount up to 40% to go with the per transaction cap of \$250,000. Metro feels that by starting small, Metro minimizes its risk by only taking on a piece of the risk in the event of a default. Metro would have zero discretion on regaining a loss from a bonding company in the event of a default.

In addition, Metro will be conducting a one-year assessment of what services need to be conducted on an on-going basis by a provider and what services can be brought in house and whether additional FTE(s) positions are necessary (as part of the evaluation of the Pilot).

Metro will require that MWIS maintain accurate records of all program transactions, monitor all issuances of collateral through contract completion, report monthly to Metro on all transactions including outstanding collaterals, and provide a 12-month report that provides Metro with program specific data that Metro can utilize in order to determine if the program will require any changes and or modifications.

DISCUSSION

The Program will assist in providing DBE, SBE and DVBE firms the maximum opportunity to expand their bonding capacity on Metro construction contracts as a prime contractor or subcontractor. There are firms that are willing and able to bid on, compete for, work, and complete public works construction contracts but are unable to do so due to the inability to secure the required bonding or because they cannot meet the strict financial requirements demanded by financial institutions. In offering bonding assistance to these firms, Metro will provide a bond guarantee to qualified contractors looking to increase their bonding capacity.

The Program will be available to all SBE/DBE/DVBE prime contractors and subcontractors and is applicable to all Metro construction contracts that require bonding.

The Program will require that participants be assessed and put through a strict evaluation process in order to determine the contractors' credit worthiness. The program will require MWIS to conduct contractor consultations and make an assessment of the contractor in order to determine if they are qualified for bonding/prequalification. MWIS will then assess the contractor's bonding capacity, discern any deficiency reduction and identify available collateral support to facilitate the needed bondability. MWIS will also facilitate training sessions for contractors on industry specific topics (in depth coverage of specific topics such as "Bidding and Estimating" and "Contract Award and Management"), conduct matchmaking opportunities with Metro prime contractors and provide contract completion monitoring and risk mitigation support on all projects with Metro backed by bond collateral.

The Program will not be restrictive nor will it be capped. One misconception is that the per transaction amount of \$250,000 is too low and it is restrictive to contractors that are looking to increase their bonding capacity in a larger amount. The \$250,000 per transaction amount is not restrictive and in no way is it representative of the actual bonding amount that the contractor will obtain. The \$250,000 amount provides a maximum bonding Guarantee amount (assumed risk) that the Agency is willing to take on in the event of a default. Sureties are more likely to award a higher bond guarantee to program participants as a result of Metro assuming some part of the risk.

Furthermore, the City's program has a low default rate with only one default in the last 12 years.

The Program will not alleviate the Contractor or the surety of the entire bonding obligation. Another misconception about the bonding assistance program is that it awards bond guarantees to new contractors who have no public work experience or high risk contractors that cannot secure commercial bonding on their own. Although the program is open to new and emerging contractors, there are strict checks and balances in place to evaluate these contractors and verify that they are solvent, established firms that can perform the contract. Further, the Program is designed to assist new and emerging as well as intermediate contractors that are looking to build upon their capacity. The majority of the participants in the City's Program fall into the latter. The Program is designed to assist contractors in building up their bonding capacity and not for Metro to take on their entire risk or alleviate the Surety and Contractor of all their responsibility. The Program is not intended to provide bonding assistance to small businesses that can secure a commercial bond on their own nor is it intended to grant credit to non-viable firms.

Miscellaneous Program expenses include, but are not limited to, the cost of the line of credit for one year (\$18,000) and \$2,000 or 2% for each letter of credit executed (whichever is greater).

After the expiration of the 12 months, MWIS will provide Metro with a Program Stewardship Report that will detail all program transactions, outstanding collateral and, in the event that the Pilot Program is not renewed, a closeout cost proposal for monitoring of outstanding collateral.

FINANCIAL IMPACT

The cost to execute a \$4,000,000 Line of Credit with Bank of America, Metro's contracted financial institution, is 0.45% of the total amount, or \$18,000 for one year. In addition, the fee to execute individual stand-by letters of credit is up to \$80,000 per year, depending on the number executed.

Metro is also requesting the approval of a contract with MWIS for a One-Year Pilot in the amount of \$1,315,417.

Impact to Budget

The MWIS contract and the Line of Credit fees will be added to Cost Center 2130. Funding will come from General Funds, which are eligible for Metro Bus and Rail operations and capital expenses. Costs for individual letters of credit will be paid by the projects for which the contractors are providing services.

ALTERNATIVES CONSIDERED

Staff conducted an extensive benchmarking of bonding assistance Programs that are currently being administered by various agencies around the country. DEOD reviewed a total of 19 Bonding Assistance Programs throughout the country. Of the 19 programs surveyed, ten operated under the Merriweather & Williams Insurance Services (MWIS) model, with MWIS as the Administrator; two other models were similar to the MWIS model, offering a Bond Guarantee; six offered Bonding Education courses with no Bond Guarantee amounts; one (Denver RTD's Subcontractor

Performance Self Insured Program) is a Self-Insured Program.

Staff recommends a one-year Pilot Program with the City. The RFP process is complete and requires the execution of a no cost MOU with the City. If Metro was to initiate a stand-alone program, Metro would need to initiate a new RFP. The City's program also allows Metro to negotiate its own contract with the selected broker and participate in a shared cost model with the City. Metro's benchmarking has already established that 12 of the 19 agencies that provide bonding assistance utilize programs that are similar to the City's program. Initiating a standalone program at this time is not recommended due to the lack of available data for development of a stand-alone program.

NEXT STEPS

- Upon Board approval, staff will executive a Contract with MWIS for a One-Year Pilot Program.
- Executive a No Cost Memorandum of Understanding with the City of Los Angeles for a One-Year Pilot Program.
- Execute line of credit with Bank of America and set-up the process to execute individual stand-by letters of credit as needed.
- Program Launch in March 2018.

ATTACHMENTS

Attachment A: Board Resolution to Authorize Line of Credit

Prepared by: Dr. Irma L. Licea, Director DEOD, (213) 922-2207
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Reviewed by: Debra Avila, Chief Vendor/Contract Management Officer,
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Phillip A. Washington
Chief Executive Officer

BOARD RESOLUTION

RESOLUTION OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
AUTHORIZING ENTERING A LINE OF CREDIT FACILITY TO SUPPORT THE BONDING ASSISTANCE PROGRAM

WHEREAS, this Board of Directors deems it desirable and in the best interest of the agency to enter into a Line of Credit with a financial institution to support the Bonding Assistance Program, and

WHEREAS, this Board of Directors has broad authority to establish such Line of Credit indebtedness, and

WHEREAS, the Line of Credit to support the Bonding Assistance Program has a strong transportation and public purpose

NOW, THEREFORE, BE IT RESOLVED, that this agency establish an annually renewable Line of Credit (LOC) up to \$4,000,000.

RESOLVED FURTHER that the Chief Executive Officer, Chief Financial Officer, or Treasurer of this agency are hereby authorized, directed and empowered to execute, for and on behalf of this agency and in its name, any and all documents required in connection with the Line of Credit, including but not limited to any agreements and notes with such changes, thereto as the person executing same shall approve, such approval to be conclusively evidenced by the execution and delivery thereof.

RESOLVED, that the officers of this agency are, and each acting alone is, hereby authorized to do and perform any and all such acts, including execution of any and all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed and approved as the acts and deeds of this agency.



Board Report

File #: 2017-0634, **File Type:** Agreement

Agenda Number: 35.

CONSTRUCTION COMMITTEE NOVEMBER 16, 2017

**SUBJECT: XO COMMUNICATION UTILITY COOPERATIVE
AGREEMENT**

**ACTION: XO COMMUNICATION UTILITY COOPERATIVE AGREEMENT FOR SUPPORTS
SERVICES ASSOCIATED WITH METRO'S CONSTRUCTION PROJECTS**

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute the Utility Cooperative Agreement (UCA) between Metro (Authority) and XO Communications.

ISSUE

As the Purple Line Extension Project (PLE) moves forward, the team has identified XO communication systems within the alignment that require utility relocation and or general utility support from the proposed decking system. This is the Authority's first interaction with XO Communication. Therefore in order to move forward with the relocations and general utility support coordination, a Utility Cooperative Agreement (UCA) must be set in place between the Authority and XO Communication in order to memorialize roles and responsibilities. This UCA shall also be prepared in a manner that would accommodate any future Metro Project that may require services from XO Communication in order to support those future projects.

DISCUSSION

As technology advances, new communication providers are constantly installing new infrastructure within Metro proposed Project areas. Such as in the case of XO Communication. XO Communication is a relatively new fiber and communication company that now services L.A. County as well as the unincorporated counties. Being that they are relatively new, and no other UCA has been executed by both parties, this would be the first UCA executed that would allow both parties to collectively work together to support general utility relocation and coordination efforts. The general intent of the UCA would be to cover the current ongoing Projects, starting with PLE, as well as future Metro Projects for many years to come.

This UCA describes the roles, responsibilities, and obligations of both parties and specifies the procedures which the Authority and XO Communication will follow for elements associated with

the supports services associated with all of Metro's projects. Such elements include general coordination, providing as built, relocating utilities, preparation of designs, streamline processes, meeting accommodations, permitting, construction support services, reimbursements, invoicing, and other general tasks in support of Metro's construction of projects. The Authority and XO Communication agree that each will cooperate with the other in all activities covered by the UCA. Work performed by XO Communication under this UCA shall be per the work orders to be issued by the Authority on a yearly basis.

FINANCIAL IMPACT

Work Orders will be issued to XO Communications on an annual basis similar to contract task orders. Work orders for said Authority commitments created within the UCA parameters shall only be issued by funded projects and must be within each of the project's respective Fiscal Year or Life of Project (LOP) budgets. These projects will largely be comprised of the Measure R/M projects but can be utilized across all Metro capital projects.

ALTERNATIVES CONSIDERED


The Board may choose not to execute this UCA, however not executing this UCA would not solidify each of the parties' roles and responsibilities and would require Metro to follow standard over the counter processes and therefore not benefit from streamlined processes, and other administration benefits identified within the UCA. All of which are essential elements from a successful project standpoint.

ATTACHMENTS

Attachment A - Utility Cooperative Agreement; XO Communication

Prepared by: Eduardo Cervantes, Senior Director; 213-922-7255.
Androush Danielians, Deputy Executive Officer; 213-922-7598

Reviewed by: Richard Clarke, Chief Program Management Officer; 213-922-7557



Phillip A. Washington
Chief Executive Officer

UTILITY COOPERATIVE AGREEMENT
FOR RAIL AND BUSWAY TRANSIT PROJECTS
BETWEEN XO COMMUNICATIONS SERVICES, LLC
AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY

THIS AGREEMENT, dated _____, 2017 (the "Effective Date") is made by and between the Los Angeles County Metropolitan Transportation Authority ("MTA") and XO Communications Services, LLC ("Utility"). As used in this Agreement, terms identified by initial capital letters shall have the meanings set forth in Article 1, or as elsewhere provided in this Agreement. MTA and Utility sometimes are collectively referred to herein as the "Parties", and individually as a "Party".

RECITALS

- A. Whereas MTA is a public entity created by the California State Legislature for many purposes including, but not limited to, the design, construction, and operation of rail and bus transit systems and other transportation facilities in Los Angeles County.
- B. Whereas Utility, a Delaware limited liability company is a provider of telecommunications services.
- C. Whereas MTA proposes to design, construct and operate facilities necessary and convenient for various public rail, and busway transit systems within the County of Los Angeles, this Agreement will cover and apply to all of MTA's proposed projects which currently include, without limitation, the following projects:
 - 1. The Metro Regional Connector Project (the "Regional Project"), which is an approximately 1.9 mile light rail line currently proposed to traverse portions of the City of Los Angeles between 7th and Metro Station and the Metro Eastside Goldline Project.

2. The Metro Westside Subway Extension Project (the "Westside Project"), which is an heavy rail line currently proposed to traverse portions of the City of Los Angeles and City of Beverly Hills, under Wilshire Blvd, between Wilshire/Western Station and VA Hospital.
 3. The Metro Crenshaw/LAX Project (the "Crenshaw Project"), which is an approximately 1.8 mile light rail line currently proposed to traverse portions of the City of Los Angeles and City of Inglewood, along Crenshaw BLVD, Florence and Aviation between the Expo stations and Metro Green line.
 4. MTA shall from time to time initiate new Rail and Bus Transit Projects within Los Angeles County and the Parties do hereby agree that this Agreement will apply to any and all MTA initiated Rail and Bus Transit Projects.
- D. Whereas MTA historically has used the "Design/Bid/Build" method of project delivery for its rail transit projects. However, MTA also anticipates utilizing various alternative contracting methods (Design/Build) for project delivery of above referenced rail and busway transit projects.
- E. Whereas from time to time the construction or improvement of MTA's rail and busway transit systems (including but not limited to those described in Recital B above) will require the Rearrangement of portions of certain Utility Facilities. The Parties desire to cooperate to the end that such Rearrangements be held to a minimum consistent with MTA's requirements and that Rearrangements, when required, be effected quickly and with as little interference with the operations of either Party.

NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Utility and MTA agree as follows:

Article 1

General Provisions

1.1 Scope of Agreement

1.1.1 This Agreement addresses the three Transit Projects described in Recital B above as well as any other subsequent MTA projects, which meet the definition of "Transit Project", set forth below. This Agreement describes (a) the procedures MTA and Utility will follow in identifying, planning, designing and effecting all Rearrangements of Utility Facilities that are necessary in order for MTA to construct, operate and maintain its Transit Projects, and (b) the manner in which Utility and MTA will be reimbursed for their respective costs of such activities. Both MTA and Utility agree that each will cooperate and coordinate with the other in all activities covered by this Agreement, amendments and any supplemental agreements hereto. The Parties hereby agree that upon execution of this agreement all existing agreements between the Parties (or affiliates of the Parties) related to the issues in this Agreement shall be automatically terminated and shall be of no further force or effect as of the Effective Date of this Agreement. However, any projects that are currently underway, shall continue until completed and approved under the same work order number, which will be transferred to a new Form 60 as required herein, and shall be constructed in accordance with the standards and plans originally approved by the Parties.

1.1.2 This Agreement shall not negate or modify the terms and conditions of (a) any legally binding easements or other use and/or occupancy agreements between Utility and MTA with respect to the occupancy by Utility of, or any interest of Utility in real property owned by or under the operating jurisdiction of MTA, (b) any such easements or other agreements between Utility and any former owner of real property now or hereafter owned by MTA, and to which MTA has become or hereafter becomes a successor either by assignment or by operation of law, or of (c) any such easements or other agreements between Utility and any other governmental agency with respect to real property owned by or under the operating jurisdiction of such governmental agency, and in which MTA has a statutory or other right to install Transit Project Facilities.

1.2 Duration of Agreement

The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall terminate on June 30, 2028. This Agreement shall automatically be

renewed for consecutive one year terms commencing on the day following the last day of the Initial Term and on each subsequent anniversary of such day, unless either Party provides written notice of termination to the other no later than ninety (90) days prior to the end of any term (including the Initial Term).

1.3 Definitions

For the purpose of this Agreement, the following terms shall have the meanings set forth below:

1.3.1. Abandonment is the permanent termination of service of an existing Utility Facility (or portion thereof) as authorized by Utility, and, if the Facility or portion thereof is not being removed from its existing location, the work necessary to permit such Facility to remain in place in accordance with applicable law.

1.3.2. Betterment is a Replacement Facility, or component thereof, that will increase or upgrade the level of service, service life, capacity, capability efficiency or function of a Replacement Facility over that which is being provided by the corresponding Conflicting Facility ("upgrade"). However, the following shall not be considered Betterments:

- a. An upgrade that is necessary to accommodate the Subject Transit Project.
- b. An upgrade resulting from Design or Construction in accordance with the applicable Utility Standards as set forth in Section 2.6; provided, however, that any upgrade beyond the minimum level required by such applicable Utility Standards shall be considered to be a Betterment.
- c. Upgrade beyond the minimal applicable requirements of the Transit Project's final environmental impact report shall be considered a Betterment.
- d. Replacement of devices or materials no longer regularly manufactured with the next highest grade or size.

Certain revisions or additions to Utility Standards may also be a Betterment, as set forth in Section 2.5. Betterment shall also include any new or upgraded facilities or portion thereof added to a Replacement Facility at Utility's request for the purpose of improving Utility Facilities or services, and which are not otherwise excluded from the definition of Betterment as set forth above. Betterments shall be entirely financed at the expense of Utility.

1.3.3. Busway Project is any busway system of MTA, which is constructed for the public transportation of passengers. A Busway Project may be located on an exclusive busway or may share the roadway with other vehicles. "Busway Project" may refer to any one of the busways, and any portion or section thereof, as the context may require.

1.3.4. Conflicting Facility is an existing Utility Facility, which MTA determines is so situated as to require Rearrangement in order to construct and operate the Subject Transit Project.

1.3.5 Construction or Construct is work of removal, demolition, replacement, relocation, restoration, alteration, realignment, building, fabrication, landscaping, or supporting those related tasks that are customarily reflected in a construction contract.

1.3.6. Contract is any MTA contract involving the Design and/or Construction of Transit Project Facilities and/or related Rearrangements.

1.3.7. Contractor is an entity engaged under Contract with the MTA.

1.3.8. Construction Costs are those types of costs that are customarily reflected in a Construction Contract.

1.3.9. Cost is defined as all authorized direct and indirect costs as further described in; Article 8 for costs incurred by Utility, in Article 9 for costs incurred by MTA and subject to the provisions of Article 11.

1.3.10. County is the County of Los Angeles, California.

1.3.10a Crenshaw/LAX Project has the meaning set forth in Recital B of this Agreement

1.3.11. Cutoff Date means the earliest date on which Utility received written notice (i) identifying a Utility Facility site as land proposed to be included in any Project, or (ii) of MTA's acquisition of title in respect to a Utility Facility site.

1.3.11a. Days means calendar days unless specifically stated differently in a set of contract documents

1.3.12. Design means that engineering, architectural and other design work along with the resulting maps, plans, drawings, computer software, estimates and specifications, which are necessary to affect Rearrangements.

1.3.13. Design Development is the phase of the Design process, that develops a clear indication of the final design solutions for requirements outlined in the Preliminary Engineering Design phase. At the completion of Design Development, major features of the architectural, structural and third party interfaces have advanced in conjunction with performance specifications, thereby providing the basis for Final Design.

1.3.14. Dispute has the meaning set forth in Article 13.

1.3.15. Effective Date is the date on which this Agreement has been fully executed on behalf of both MTA and Utility.

1.3.16. Environmental Law means all local, state, and federal laws, rules, regulations, ordinances, orders and requirements pertaining to any Project environmental work, as well as Hazardous Materials.

1.3.17. Deleted

1.3.18. Expired Service Life Value has the meaning set forth in Section 9.7.

1.3.19. Deleted

1.3.20. Facility is defined as personal property identified within the route, such as structures and improvements located on real properties under the jurisdiction of the County, City, public or private Utility, or the MTA and shall include, but not be limited to, streets, highways, bridges, alleys, public or private rights of way, storm drains, sanitary sewers, landscaping, trees, traffic signals, street lights, parking meters, police and fire alarm systems, manholes, ducts, cables, and fibers.

1.3.21. Final Design is the phase of the Design process that provides the detailed design and technical specifications for all temporary and permanent project facilities. This phase addresses and resolves all Design review comments, construction issues, and third party comments and finalizes all engineering, architectural, and system designs necessary for complete construction documents. The term also includes the products of such phase of the Design process.

1.3.22. Hazardous Materials means "hazardous substances" as that term is defined in Division 20, Chapter 6.8 of the California Health & Safety Code.

1.3.23 MTA means the Los Angeles County Metropolitan Transportation Authority, and it's officers, employees, agents, contractors, subcontractors, consultants and sub consultants.

1.3.24. MTA Representative is the person, or person holding a specified position, designated by the MTA pursuant to Section 1.4.

1.3.25. Preliminary Engineering ("PE") Design is the phase of the Design process which takes a project from a conceptual state to a level of project Design definition that describes the project's technical and architectural approach in order to determine environmental and community impacts, interfaces with utilities and existing infrastructure/facilities, operational characteristics, an estimate of project costs and a project execution schedule. The term also includes the products of such phase of the Design process. The PE Design phase for a Transit Project is initiated at the conclusion of the Draft Environmental Impact Statement and after the selection of the locally preferred alignment.

1.3.26. Project Plans are MTA's drawings, plans and specifications for a Subject Transit Project, which MTA has identified as the plans on which Design of the affected Rearrangements should be based. Utility acknowledges that Project Plans may or may not be at a Final Design level.

1.3.27. Protected Materials are any pale ontological, archeological, cultural, or similar resources requiring protection pursuant to applicable law during Construction.

1.3.28. Rearrangement is all work on Utility's Facilities that is necessary to accommodate a Transit Project including without limitation, Design, removal, replacement, alteration, reconstruction, restoration, support, protection in place, Abandonment or relocation of a Conflicting Facility or portion thereof, whether permanent or temporary.

1.3.29. Regional Connector Project has the meaning set forth in Recital B of this Agreement

1.3.30. Replacement Facility is a Utility Facility that may be constructed or provided under the terms of this Agreement as a consequence of the Rearrangement of a Conflicting Facility or portion thereof and which meets applicable Utility Standards (Betterments which the Parties agree to incorporate therein). A Replacement Facility may be an entirely new Utility Facility, or an existing Utility Facility, as modified by the Rearrangement work.

1.3.31. Schedule means the schedule for Design and Construction of a particular Rearrangement, which shall be mutually agreed upon by MTA and Utility,

1.3.32. Service Life means life of a said utility facility.

1.3.33. Subject Transit Project, when referenced in connection with a particular Rearrangement, means the Transit Project which necessitates such Rearrangement; provided, however, that if MTA enters into more than one Contract for Construction of a particular Transit Project, then where the context so requires, the term "Subject Transit Project" shall refer to that portion of such Transit Project which is being Constructed by a particular Contractor and which necessitates such Rearrangement,

1.3.34 Substitute Facility means a Utility Facility equal, in terms of level of service, capacity, service life, capability, appearance, efficiency and function, to the corresponding Conflicting Facility that requires Rearrangement, but which also includes any upgrades to any of the foregoing that would not be considered Betterments pursuant to this Agreement, but may involve Service Life Credits

1.3.35 Temporary Facility is a Utility Facility constructed for the purpose of ensuring continued service during a Rearrangement and/or any work on a Utility Facility to accommodate the construction of a Transit Project, but which will be removed, relocated or restored to its original condition after such construction activities are completed.

1.3.36 Transit Project(s) are defined as light and heavy rail, including subways, bus, bike, and other transportation or transit related projects collectively, and a "Transit Project" is defined as an individual Transit Project, as the context may require. Where the context so requires, "Transit Project" refers to the Design and Construction undertaken by or at the direction of MTA in order to create a new-light rail, heavy rail, subways, bus and other transportation or transit related project, or in order to reconstruct, alter, extend or maintain an existing -light rail, heavy rail, subway, bus or other transportation related project. Freeway, toll road and highway projects shall be included as Transit Projects to the extent Caltrans' third party agreement does not cover the entire scope of the project.

1.3.37. Transit Project Facility means a Facility that is a component of or an appurtenance to a Transit Project.

1.3.38. Transit Project Right of Way means (a) real property owned (or intended for acquisition) by MTA and used (or proposed to be used) for Transit Project purposes, and (b) those portions of public streets or rights-of-way on which are located (or proposed to be located) any Transit Project Facilities or which are otherwise used (or proposed to be used) by MTA for Transit Project purposes.

1.3.39 Utility is defined for purpose of this Agreement, as XO Communications), and, as the context may require, its officers, employees, agents, contractors and subcontractors.

1.3.40 Utility Facility is defined as any structure, improvement or other facility

impacted by the construction of a Transit Project, that is used for the provision of the particular form of service(s) offered by Utility to the public and shall include, but not be limited to, wires, cables, poles, cross-arms, anchors, guys, fixtures, vaults, conduits, duct banks, vents, fittings, pipelines and manholes together with any and all equipment, apparatus or structures appurtenant thereto or associated therewith. The term "Utility Facility" does not include any buildings of Utility or any facilities therein or any other property of Utility whether or not devoted to public use, which is not included within the definition of "Utility Facility" and/or impacted by the construction of a Transit Project as set forth above.

1.3.41 Utility Representative means the person, or the persons holding the specified position(s), designated by Utility pursuant to Section 1.4

1.3.42 Utility Standards means the latest edition of Utility's written design and safety standards that are in effect as of the Effective Date, as the same may be modified from time to time thereafter, but only to the extent that such modifications do not result in Betterments pursuant to Section 2.5.

1.3.43 Westside Subway Extension Project has the meaning set forth in Recital B of this Agreement.

1.3.44 Work Order is that document which MTA shall issue to Utility authorizing MTA's funding for Utility's performance of Design, Design review, inspection, Construction and/or supply of materials and equipment, under the terms and conditions of this Agreement. Utility's failure to execute a Work Order shall not excuse Utility's performance of any obligation under this Agreement.

1.4 Utility Representative and MTA Representative

1.4.1 Utility Representative.

For each Transit Project, Utility shall designate a person, or the holder of a specified office or position, to act as the Utility Representative for such Transit Project. A single individual may be the Utility Representative for more than one Transit Project, to the extent necessary depending on the requirements of the Transit Project(s) to which he or she is assigned. The Utility Representative(s) shall assist MTA in the delivery of such Transit Project(s) and each component thereof in a timely manner. The Utility Representative(s) will have the responsibility and authority (i) to manage and coordinate interaction of Utility with MTA and its contractors, (ii) to produce to MTA the necessary billings, work documents and reports on production, Cost and Work Order status, (iii) to undertake reviews, provide comments and issue approvals as required by this Agreement, and (iv) to cause Utility to pay MTA's billings for its Costs that are reimbursable hereunder. Utility may change a designated Utility Representative by providing written notification to MTA fourteen (14) days prior to the change or as soon as reasonably practicable, if the change must be made sooner.

1.4.2 MTA Representative.

For each Transit Project, the Chief Executive Officer of MTA shall designate a person, or the holder of a specified office or position, to act as the MTA Representative for such Transit Project. At MTA's option, a single individual may serve as the MTA Representative for any number of Transit Projects. The MTA Representative will have the responsibility to manage and coordinate MTA interaction with Utility, and to cause production of the necessary Design and Construction documents for Utility review and/or approvals as called for under this Agreement, to issue Work Orders, and to undertake reviews and issue approvals as required by this Agreement. The MTA may change its designated MTA Representative by providing written notification to

Utility fourteen (14) days prior to the change, or as soon as reasonably practicable, if the change is to be made sooner.

1.5 Coordination and Cooperation

1.5.1 Coordination

It is acknowledged that the timely completion of each Transit Project will be influenced by the ability of MTA and Utility to coordinate their activities, communicate with each other, and respond promptly to reasonable requests. As information becomes available for each Transit Project, MTA agrees to provide information to Utility within 10 days of receipt of such plans for the Project as will enable Utility to determine which Utility Facilities may be impacted thereby. The Parties will agree on the plans and specifications for each arrangement in accordance with the procedures described herein, but prior to the MTA giving formal notice to Utility of a required Rearrangement.

1.5.2 Cooperation

Rearrangement of a Utility Facility may be necessary in order to accommodate a Transit Project for either or both of the following reasons: (a) a physical conflict between the Transit Project (including its construction, operation, maintenance or use) and the Utility Facility, and/or (b) an incompatibility between the Transit Project Facilities as designed and the Utility Facility based on the requirements of Utility Standards, MTA's applicable standards, or applicable law (even though there is no physical conflict). MTA shall report to Utility about the physical conflict or incompatibility at least 100 calendar days prior to requiring such Rearrangement. In the case of an emergency, the solution shall be jointly handled on a case by case basis while both parties review and agree on a solution. Relocation of Utility Facilities will be avoided whenever it is possible to do so without causing increased costs for or delay in a Transit Project. When reasonably possible in accordance with the foregoing as determined by MTA, Utility Facilities will be left in place and protected.

When relocation or other Rearrangement of Utility Facilities cannot be avoided in accordance with the foregoing, Utility agrees to such Rearrangement as MTA determines is reasonably necessary and to cooperate with MTA's requirements for the Subject Transit Project, in accordance with the provisions of this Agreement subject to the following:

- a. Where MTA does not possess superior rights over the utility; MTA is obligated to pay all reasonable costs incurred by Utility for Rearrangement of the Utility Facility per MTA's request and/or need;
- b. MTA shall give Utility at least 100 days (unless prior rights are involved) written notice before requiring Rearrangement of the Utility Facilities; and
- c. Utility's service will not be interrupted and Utility shall be allowed, if necessary, to place a temporary utility facility on the impacted property until such time as the Replacement Facility is operational.

Where there are joint users of any such Utility Facilities or any part thereof or space thereon or therein, Utility shall use its best efforts to cooperate with MTA in identifying all joint users for the sole purpose of ensuring the joint users interests are addressed by the Project.

1.6. MTA Contractor.

The parties acknowledge that MTA, at its sole discretion, may utilize various Design and Construction contracting methodologies to construct Transit Projects along with any necessary Rearrangements . The MTA's determination of a Contract's scope of work shall not impact the processes governed by this Agreement. Without limiting the generality of the foregoing, Utility acknowledges that development of a Transit Project will require strict compliance with the scheduling requirements of this Agreement, and that failure to meet the deadlines set forth in this Agreement or in the applicable Work Order could cause MTA and/or its Contractor to incur substantial costs as a result of such delay, or may result in utility needing to take measures to avoid delay to the ~~Subject~~ Transit Project. The consequences of Utility's failure to meet a deadline are addressed in Section 11.4.

1.7 Interpretation and Application of Utility Standards

1.7.1 Design and Construction

With respect to both Design and Construction, in interpreting applicable Utility Standards, and in exercising any discretion granted to Utility staff by applicable Utility Standards, Utility shall make such interpretations and exercise such discretion in a manner so as to

impose the minimum requirements necessary to fulfill the reasonable goals of PUBLIC HEALTH, safety and functionality. Any Design or Construction issues affecting Rearrangements which are not addressed by applicable Utility Standards shall be resolved in such a manner as to impose the minimum requirements necessary to make a Replacement Facility the equivalent (in terms of level of service, capacity, service life, capability, appearance, efficiency and function) to the Conflicting Facility it replaces and to otherwise minimize Rearrangement work..

1.7.2 Disagreements

If a disagreement arises between Utility and MTA (or its Contractors) with respect to a Design issue, then upon receiving notice of such disagreement, the MTA Representative shall promptly investigate and notify Utility of his or her determination as to the appropriate resolution of such disagreement in accordance with this Agreement. If, within fourteen (14) days after, receiving the MTA Representative's written notice, Utility notifies MTA that it disagrees with the MTA Representative's determination, the dispute shall be resolved in accordance with Article 13. If Utility does not timely give such notice of disagreement, then the MTA Representative's determination shall prevail. Prior to resorting to the terms of Article 13 for resolution of the dispute, the Parties shall meet and confer in a joint working group consisting of appropriate MTA, Contractor and Utility staff members selected by each Party for the purpose of resolving the dispute.

1.7.3 Non Conformance

If either Party issues a written non-conformance notice in accordance with Article 6, MTA's Representative shall investigate the matter within ten (10) days after receipt of a notice of nonconformance and will notify the issuing party of his/her determination within twenty (20) days about whether (a) correction of the completed work is necessary in order to meet MTA's or Utility's standards or to prevent public health and/or safety risks, and/or to achieve the agreed upon level of functionality for a Rearrangement required by the Design approved by the Parties, or (b) correction is not necessary in order to achieve such purposes. If, within seven (7) days after receiving the MTA Representative's notice, Utility notifies MTA that it disagrees with MTA's determination, then the dispute shall be resolved in accordance with Article 13. If Utility does not timely give such notice, then the MTA Representative's determination shall prevail. Prior to resorting to the terms of Article 13 for resolution of the dispute, the Parties shall meet and confer in a joint working group consisting of appropriate members selected by each Party to attempt to resolve the dispute. If the MTA Representative, joint working group, or the

Mediator(s) used pursuant to Article 13, as applicable, determine that correction is necessary, then the Party responsible for such work shall cause its contractors to correct or resolve the nonconformance. If the MTA Representative, joint working group, or such Mediator(s), as applicable, determines that correction is not necessary, then such nonconformance shall be deemed waived. Correction of any nonconformance waived pursuant to this Section 1.7.3 shall not be a condition to Utility's acceptance of a completed Rearrangement.

Article 2

Design

2.1 Design Coordination

The MTA Representative and the Utility Representative shall use their best efforts to agree upon written general guidelines, working relationships and administrative policies to implement the approval procedures with respect to Design review, and coordination of Construction, right-of-way acquisition and Rearrangement of Utility Facilities in order to permit the timely Construction of Transit Projects. All such guidelines, relationships, policies, procedures and coordination shall be consistent with this Agreement and, in the event of any conflict between the provisions thereof and this Agreement, the provisions of this Agreement shall prevail. MTA shall consult with the Utility Representative in establishing the schedule for Design of each Rearrangement to be consistent with MTA's schedule for each Transit Project.

2.2 Identification of Utility Facilities

2.2.1. Within sixty (60) calendar days after Utility's receipt of written request from MTA, Utility shall identify and disclose to MTA the nature and location of all Utility Facilities, which are located on, in, under or over the locations, which MTA indicates, may be affected by a Transit Project. Utility and MTA shall take reasonable actions to verify such information. Utility shall be responsible for all costs and expenses incurred by MTA (including, without limitation, costs of delay and other costs incurred by MTA or paid by MTA to its contractors to the extent resulting from or which arise out of Utility's failure to timely disclose all such Utility Facilities.

2.2.2 If Utility agrees it owes the amount due, Utility shall pay to MTA any amount due pursuant to this Section 2.2 within ninety (90) calendar days after receipt of demand

therefore. If Utility disputes the amount due or disputes that it owes any amount, the dispute shall be resolved in accordance with Article 13. However, prior to resorting to the terms of Article 13, the Parties shall meet and confer in a joint working group consisting of appropriate members selected by each Party to attempt to resolve the dispute.

2.3 Design by Utility

Unless MTA and Utility agree that MTA or its contractor shall Design a particular Rearrangement, Utility shall Design each Rearrangement. Prior to commencing Design, Utility shall submit a Form 60 for Design hours and upon MTA approval of same, and Utility's receipt of a Work Order for Design from MTA along with the related Project Plans, Utility shall proceed with Design of such Rearrangement in accordance with the following:

2.3.1. Utility shall diligently perform its Design work in conformance with the Design schedule for the Rearrangement that is mutually agreed upon by MTA and Utility, subject to Section 2.3.4. Utility shall coordinate with MTA as is necessary to develop plans satisfactory to both MTA and Utility for each Rearrangement, with appropriate traffic control plans, subject to the requirements of this Agreement. The schedule for Utility's completion of Design, coordination requirements, review procedures, and related provisions shall be included as attachments to the Work Order, which shall also include the not-to-exceed cost of completing the Design of the specific Rearrangements based upon the Form 60. Betterments shall be addressed in accordance with Section 2.5. If a dispute over the Design Schedule occurs, the dispute shall be resolved in accordance with Article 13. Prior to resorting to the terms of Article 13, the Parties shall meet and confer in a joint working group consisting of appropriate members selected by each Party to attempt to resolve the dispute.

2.3.2 Utility shall prepare a complete set of Design plans, traffic control plans, and specifications for each Rearrangement, together with (a) Utility's itemized estimate of the total Cost of work, and (b) an estimate of the time needed to perform the required Rearrangement Construction. During Utility's Design process for each Rearrangement, MTA shall have the right to review and comment on the plans and specifications as well as on the Cost and time estimates. In order to facilitate such review, Utility shall

submit to MTA its Design product for each Rearrangement at the completion of the Preliminary Engineering and Design Development phases; provided, however, that MTA shall provide any comments on such Design products to Utility within 30 days after receipt, and if MTA comments are not received by Utility within the thirty (30) day period, Utility's Design plans and specifications shall be deemed approved. All final Designs, including time and cost estimates, shall be subject to MTA's written approval. Unless otherwise expressly provided for herein, Utility may not change the plans and specifications prior to or during the progress of Construction, except with prior written concurrence of MTA, MTA's review and approval of any Design furnished by Utility shall be solely for purposes of assessing compatibility of the Rearranged Utility Facilities with the Subject Transit Project, coordination with MTA's work on the Subject Transit Project, and Cost issues. MTA has and undertakes no duty to review such Designs for their quality, suitability for the intended purpose or for the adequacy of Rearranged Utility Facilities (as designed) for the purposes for which they are intended to be used.

2.3.3 Utility shall be responsible for errors in and omissions from any Designs prepared or provided by Utility, its consultants or contractors.

2.3.4 Utility shall apply and obtain all necessary permits and approvals from all local jurisdictions in order to perform work.

2.3.5 The following scheduling provisions shall apply:

- a. Utility shall deliver the Final Design for each Rearrangement to MTA for its review and approval in accordance with the schedule established in the applicable Work Order authorizing such Design work.
- b. As soon as reasonably practicable, Utility shall submit to MTA any modified Design necessitated by MTA's review and comments pursuant to Section 2.3.2, but not later than thirty (30) days, or such later date as the Parties may mutually agree, after Utility's receipt of MTA's comments.
- c. Following any modification by MTA of Construction plans for the Subject Transit Project, Utility shall have a reasonable amount of time, as the Parties may mutually agree, in which to complete redesign of its Rearrangements. Each Party shall reasonably exercise its right to approve the timing for submittals of a revised Design, considering

MTA's schedule for the Subject Transit Project, Utility's workload for carrying out its public utility duties, the type of Utility Facilities involved, the extent of the modification of the Construction plans for the Subject Transit Project, and the extent of the resulting changes necessary to the Rearrangement Design.

2.4 Design Performed by MTA

If MTA and Utility mutually agree that MTA shall Design a specific Rearrangement, MTA shall issue Work Orders for Utility to review plans and specifications as required, and the following procedures shall govern:

2.4.1. Coordination of Design and the development of the Design plans and specifications shall be accomplished through the MTA Representative who shall confer from time to time with the Utility Representative, except to the extent that responsibility for same has been delegated to MTA's Contractors in accordance with Section 2.8.

2.4.2. MTA or its Contractor shall submit to Utility plans and specifications for each Rearrangement: at the Preliminary Engineering, Design Development ~~and~~ and Final Design stages for Utility review/approval or comment consistent with the requirements of this Agreement; provided that the schedule for such submittals and responses shall conform to the following requirements:

- a. Within ten (10) business days after receipt of up to 3 Design submittals (the "Review for Completeness Period"),
 - i. Utility shall inform MTA whether the submittal is sufficiently complete for Utility review purposes, and
 - ii. If not sufficiently complete, Utility shall so notify MTA, or shall return the submittal to MTA together with a written identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies.
- b. The provisions of this Section 2.4.2 also will apply to any re-submittal of a - Design. by MTA, whether in response to a Utility notice or return of an incomplete submittal, or in response to substantive Utility comments.

2.4.3. Utility's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with (a) the most recent previous submittal, modified as appropriate to

respond to Utility comments on such submittal and to reflect any subsequent changes agreed to by Utility and MTA, or (b) earlier submittals which have been approved by Utility. However, Utility shall have the right to make new comments on any material changes from previous submittals. Approval shall run parallel with the Review of Completeness Period.

2.5 Betterments

2.5.1. During the Preliminary Engineering Design phase but not later than the applicable Pre-Solicitation Comment Due Date for each Rearrangement, Utility shall inform MTA what Betterments, if any, Utility desires so that MTA can review the Betterments and determine whether they satisfy the requirements set forth in Section 2.5.2. Each Design furnished by Utility shall specifically identify any Betterments included in such Design. MTA may also identify Betterments included in Designs furnished by Utility or in comments provided by Utility on MTA-finished Designs, by giving written notice thereof to Utility during the Design review process.

2.5.2. It is understood and agreed that MTA shall have no obligation for the Cost of any Betterment (whether or not identified pursuant to Section 2.5.1), and that no Betterment may be performed in connection with any Rearrangement (whether Designed or Constructed by Utility or by MTA) that is incompatible with the Subject Transit Project or which cannot be performed within the constraints of applicable law, any applicable governmental approvals, the schedule for the Subject Transit Project and/or the Design. Utility shall bear the Cost of all Betterments included in each Rearrangement in accordance with Article 9.

2.5.3. For a Rearrangement to be Constructed by MTA, the price which Utility shall pay for each included Betterment shall equal the estimated incremental additional Cost for the Rearrangement resulting from such Betterment, calculated in accordance with Section 9.6.

2.6 General Design Criteria for Rearrangements

2.6.1. Utility shall notify MTA of any revisions or additions to the Utility Standards, identified in Exhibit 2 promptly after their formal issuance or adoption. The Design and Construction of each Rearrangement, whether undertaken by Utility or by MTA (or by their contractors), shall conform to the Utility Standards identified in Exhibit 2 and which exist as of the

Effective Date, together with any revisions or additions thereto which are required to be incorporated into the Utility Standards pursuant to the following provisions (such standards, together with any such required revisions and additions, are sometimes referred to in this Agreement as "applicable Utility Standards"):

- a. The Design shall incorporate any revisions or additions to the Utility Standards of which Utility has notified MTA on or before the earlier of (i) thirty (30) calendar days after their formal issuance or adoption, or (ii) the applicable Pre-Solicitation Comment Due Date.
- b. The Design also shall incorporate any revisions or additions to the Utility Standards of which Utility notifies MTA after the deadline established pursuant to subparagraph (a) above but prior to the scheduled deadline for the non-Designing Party's final comments on the Final Design for the Rearrangement, provided that (i) such revisions or additions do not require Design changes necessitating re-submittal of the Design to the non- Designing Party and do not increase the cost of and/or time for Construction of either the Rearrangement or the Subject Transit Project as initially estimated, or (ii) such revisions or additions result from changes in federal or State laws, rules or regulations which mandate incorporation of the changes into the Design.

2.6.2. In all cases, Utility Standards shall be interpreted in accordance with Section 1.7.1. If Utility proposes an increase in requirements of, or variance from, the applicable Utility Standards (pursuant to this Section 2.6) for the Design or Construction of any Rearrangement, such increase or variance may be incorporated into such Rearrangement only if agreed to by MTA in its sole discretion; in such event, the increase or variance shall be considered a Betterment and shall be addressed in accordance with Section 2.5. MTA shall receive a credit or reimbursement for any additional Costs that it incurs due to such Betterment in accordance with Section 9.6.

2.6.3. Utility agrees that it shall not adopt any new Utility Standards, or otherwise amend or supplement any existing Utility Standards, for the sole or primary purpose of affecting any Transit Project. All Utility Standards shall be applied to the Rearrangements hereunder in the same manner as they are applied by Utility to projects that are (a)

financed primarily by: Utility, (b) comparable to the Rearrangements of Utility Facilities hereunder, and (c) constructed for Utility by its own employees or by its contractors.

2.7 MTA or Utility may make changes to a previously approved Design prior to or during the progress of Construction only with written concurrence of the other Party. Except where changes are required to accommodate an unanticipated site condition or a change in a site condition, MTA shall have no obligation to consent to or approve any requested changes that will (a) necessitate re-submittal of Design to Utility, (b) delay Construction of the Subject Transit Project or any portion thereof, or (c) increase the cost of Construction of either the Rearrangement or the Subject Transit Project. The increased Cost, if any, attributable to changes in approved plans or specifications requested by Utility and approved by MTA shall be borne by Utility unless the change in approved plans or specifications was necessitated by an unanticipated site condition or a change in a site Construction Staging Plans site construction staging plans (as described below).

During Design of a Transit Project, MTA shall develop construction staging plans. Construction staging plans shall provide for, among other-things, the handling of vehicular and pedestrian traffic on streets adjacent to Transit Project construction and shall show construction phases, street closings, detours, warning devices and other pertinent information. To assist MTA in coordination and the development of construction staging plans, Utility shall furnish to MTA during Design the following information in writing, together with such other relevant information as MTA may reasonably request:

- a. Utility Facilities in which service must be maintained without interruption.
- b. Utility Facilities in which service may be permanently abandoned.
- c. Utility Facilities which may be temporarily abandoned and the maximum allowable duration of such temporary abandonment.
- d. Estimates of duration of street closures or restrictions necessary to construct Rearrangements of Utility Facilities.
- e. Rights-of-way, which must be acquired for Replacement Facilities and Rearrangements.

2.8 Delegation of MTA Duties to MTA Contractors Proposed sequence of Construction of Utility Facility Rearrangements.

Without limiting MTA's right to delegate other tasks hereunder to its Contractors, MTA shall have the right to delegate to its Contractors the task of coordinating directly with Utility with respect to Design matters, including without limitation the submittal of Design for Utility review and discussion of Utility comments. Upon its entry into a Contract with a Contractor to which MTA intends to make such a delegation, MTA shall notify Utility in writing as to (a) the name of such Contractor (and relevant contact information), (b) the tasks hereunder that have been delegated to such Contractor, and (c) any modification to the notice requirements of Section 15.2. Utility agrees to coordinate its efforts and cooperate with such Contractor and with MTA as reasonably requested by MTA or such Contractor in accordance with such notification.

Article 3

Permits

After approval of the Final Design of a Rearrangement as set forth in Article 2, the Party performing the Design or its contractor shall obtain all necessary licenses and permits required by municipal, county and state authorities for the Rearrangement of Utility Facilities within, under, over, or above any public street, highway, bridge, or other public way; provided, however, MTA shall be responsible for obtaining (or causing its Contractor(s) to obtain) all such permits and licenses required for any Construction to be performed by its Contractor(s) in accordance with Article 5. Each Party shall use reasonable efforts (the cost of which shall be considered a Cost hereunder) to assist the other Party in securing Permits. Each Party shall comply with the terms of all applicable permits in carrying out its assigned work hereunder.

Article 4

Acquisition of Replacement-Right-of-Way

4.1 Acquiring Right-of-Way

The need to acquire private rights-of-way for the relocation of Utility's Conflicting Facilities shall be determined during Design and, if needed, may be acquired by MTA or Utility following approval of location and type by both Parties prior to acquisition. MTA, or Utility, at no cost or expense to Utility, will acquire the required private rights-of-way to allow for the Rearrangements in an orderly manner so as not to impair MTA's schedule; provided, however, that if Utility cannot acquire said private right-of-way, they shall be acquired by MTA upon proper and timely notification. The location and type of said replacement rights-of-way shall be mutually agreed upon in accordance with this Agreement. However, to the extent the proposed Design will permit, Rearrangements shall be located in public ways. Utility shall convey to MTA, at no cost to MTA, all rights, title and interest Utility possesses in the existing Utility real property interests (except franchise rights and except where Utility owns the property in fee) (a) upon or within which Utility Facilities are located and which have been taken out of service by the Rearrangement or have been abandoned in place and not removed or dismantled, and (b) that are required for the construction of the Subject Transit Project. Where replacement rights are to be needed by Utility within Transit Project Right-of-Way owned by MTA, MTA shall be responsible for providing such replacement rights, subject to the rights and needs of the MTA. Subject to the provisions of this Section 4.1, all real property interests obtained shall be in a legally binding form reasonably acceptable to Utility. The cost of any temporary construction easements or other real property rights (e.g., for installation of temporary Utility Facilities) that are needed for any Rearrangement Construction Utility is performing shall be considered a "Cost" hereunder. MTA will be responsible for obtaining any temporary construction easements or other real property rights that are needed for Rearrangement Construction that MTA is performing and the cost of such easements or other rights shall be considered a "Cost" hereunder. The Parties shall use their best efforts in acquiring right-of-way so as not to impair MTA's schedule. Within sixty (60) calendar

days after request by MTA, Utility shall furnish to MTA copies of any non-privileged, non-confidential agreements or other documents evidencing Utility's franchise, easements, or other existing rights in real property for its Utility Facilities that are located within a proposed Transit Project area. Utility's cost to provide such documentation shall be reimbursed by MTA.

4.2 Reimbursement for Real Property Interest Costs

Real property interest Costs shall be invoiced separately from other Cost items, but shall be reimbursable to the extent provided in Articles 8 and 9.

4.3 Right of Entry

Each Party shall permit the other immediate entry upon, and use of, all of such Party's right-of-way located within or near the route of a Transit Project whenever necessary for a purpose related to construction of the Transit Project or related to the maintenance, operation or inspection of Utility Facilities during Transit Project construction, and where not inconsistent in time or manner of exercise either with Utility's discharge of its duty as a public utility or with MTA's discharge of its duties with respect to the Transit Project; except that MTA shall not enter any Utility facility, such as a manhole or a cross-connect box, unless a Utility Representative is present and Utility's shall not enter any MTA active ROW or MTA contractor controlled area without prior written notice.

4.4 Quitclaim by Utility

For any Utility Facilities located within the Transit Project Right-of-Way owned by MTA that are being Abandoned in place or dismantled, but are not being replaced by a Rearranged Facility, upon request by MTA, Utility shall quitclaim to MTA (or otherwise terminate by appropriate documentation) all of Utility's right, title and interest in and to any such portion of such Transit Project Right-of-Way on which such Utility Facilities were located.

4.5 Joint Use

If Utility Facilities located in Transit Project Right-of-Way are not required to be Rearranged hereunder and a quitclaim is not required to be provided to MTA pursuant to Section 4.4 (e.g., the Utility Facility is relocated within the original Facility area, the Utility Facility is merely protected in place, or there is no existing Utility easement in the easement area), then Utility shall execute an agreement in form and substance satisfactory to MTA and Utility whereby Utility agrees to the joint use of the subject property by both Utility and MTA.

Article 5

Construction of Rearrangements

5.1 Responsibility for Construction

Utility shall perform (through its contractors) all Construction for each Rearrangement, unless, during the process of Design Engineering, MTA and Utility mutually agree that MTA shall perform all or part of the Construction for a Rearrangement. The Party performing Construction may perform such Construction either prior to Construction of the Subject Transit Project, concurrently with such Construction, or through a combination of said alternatives, as mutually agreed by the Parties.

5.2 MTA Construction of Rearrangements

5.2.1 If agreed by the Parties pursuant to Section 5.1 that MTA shall perform the Construction of a Rearrangement, MTA may advertise, award and administer the Construction of such. Rearrangement. Utility agrees to coordinate its efforts and cooperate with MTA's Contractors performing Construction, as reasonably requested by MTA or such Contractor.

5.2.2. MTA shall be responsible for all claims and stop notices or mechanic's liens filed by MTA's contractor, sub-contractors, and material and labor providers for work performed on Utility Facilities.

5.2.3. MTA shall notify Utility at least ten (10) days prior to commencing the Construction for each Rearrangement so that Utility may make arrangements for such inspection and record keeping as Utility may desire or as may be required pursuant hereto.

5.3 Utility Construction of Rearrangements.

MTA shall issue a Work Order to Utility for the Construction of all or part of a Rearrangement that Utility shall perform, and Utility will advertise, award and administer a contract(s) for the Construction of the Rearrangement. In such event:

5.3.1. Utility shall commence and diligently prosecute the Construction of such Rearrangement to completion as authorized by Work Order, in conformance with the time schedule set forth in the Work Order. Such Construction shall coincide closely and be coordinated with MTA's Construction schedule for the Subject Transit Project, including the schedule for Construction of Rearrangements of utility, cable, pipeline, and other facilities in the same segment or portion of the Transit Project; provided, however, that the schedule for work by Utility shall allow Utility a reasonable period of time for performance of its responsibilities hereunder. MTA shall coordinate Utility's work with other facility owners and contractors performing work that may connect complement or interfere with Utility's work hereunder or with Utility Facilities.

5.3.2 In the event that Temporary Facilities are necessary to effect the arrangement being Constructed by Utility, Utility may use lands owned or controlled by MTA for the purpose of erecting such Temporary Facilities thereon, provided that MTA shall have approved in writing the location and duration of such Temporary Facilities.

5.3.3. Utility shall notify MTA at least seven (7) business days prior to commencing the Construction for each Rearrangement so that MTA may make arrangements for such inspection and record keeping as MTA may desire.

5.3.4. For all work by Utility's forces or its contractors pursuant to Section 5.1, MTA shall include-a copy of the environmental requirements of the Project as an attachment to the applicable Work Order). All such work shall comply with such Work Order requirements as well as with the environmental controls established in the Construction

Contract or Contract, as applicable, for the Subject Transit Project, including without limitation construction noise and vibration control, pollution controls, archeological and paleontological coordination and requirements with respect to biological resources, historic properties, and parklands. In case of inconsistency, the more stringent requirements shall prevail.

5.3.5 A separate Work Order will be issued for Construction of each Rearrangement.

5.4 Maintenance

Utility shall schedule, in concurrence with MTA, any routine maintenance of Utility Facilities that may be necessary after the completion of the Rearrangement so as not to interfere with the Transit Project Construction or its operation once completed.

5.5 "As-Built" Drawings

MTA and Utility shall each maintain a set of "as-built" plans of Rearrangements performed by MTA and Utility, respectively, during the progress of construction. Within sixty (60) days following the completion and acceptance of each Rearrangement, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing such re-arrangement as installed by the performing Party and all contract records pertaining to such as-builts. All "as-built" plans (whether provided by MTA or by Utility) shall be in a format, which conforms to MTA's requirements for the Subject Transit Project, as specified in the applicable Contract. If the drawings submitted by either Party are incomplete or non-conforming to such required format, they will be returned to that Party for correction at its sole expense.

5.6 Underground Service Alert

Prior to any commencement of underground work by either Party, the Party performing such work, or its Contractor, shall notify Underground Service Alert in accordance with California law. In addition, MTA shall cause its Contractors to ascertain from Utility and plainly mark before any excavations are made and during all time that work is being performed by MTA's Contractors in such area, the exact location of all Utility Facilities which may be below the surface of the ground or otherwise not plainly visible, as identified by Utility. Except as

provided in the Design for the Rearrangement of Utility Facilities or as otherwise approved by Utility, MTA and its contractors shall not interfere with the operation of Utility Facilities. If any other Utility Facilities are damaged by MTA's Contractors in the course of construction work, except to the extent such damage arises from the negligence or willful misconduct of Utility or Utility's Contractor Utility shall immediately repair the damage as required to maintain service to its customers and, except as otherwise set forth in Section 2.2, MTA shall reimburse, or shall cause its Contractor to reimburse, Utility for its actual and reasonable costs incurred to repair the damaged Utility Facilities (or, if approved by both MTA and Utility, MTA's Contractor shall repair the damage at no cost to Utility (except as otherwise set forth in Section 2.2)). If any of MTA's property is damaged by Utility or its contractors in the course of its construction work, except to the extent such damage arises from the negligence or willful misconduct of MTA or its Contractor, Utility shall immediately report such damage to MTA and shall repair, in parallel with the repairs as required to maintain services to its customers, the damage at its sole cost to the reasonable satisfaction of MTA or, at MTA's election, MTA shall cause such damage to be repaired and Utility promptly, upon receipt of written documentation verifying such costs, shall reimburse MTA for MTA's actual and reasonable costs incurred in connection with such repair.

5.7 Utility Activities

If Utility plans to undertake any activities (including without limitation construction of new facilities, repairs or modifications to existing Utility Facilities, and similar activities) in the immediately adjacent to a Transit Project or Rearrangement Construction, Utility will coordinate such activity with MTA so that such activity will not delay or otherwise interfere with such Construction, and MTA shall reasonably cooperate with Utility with regard to same. However, if MTA determines that such activity will delay or otherwise conflict with such Construction, MTA shall have the right to condition the implementation of such activity on scheduling adjustments and/or other modifications as MTA deems appropriate to ensure its Project Schedule will not be directly delayed by this proposed work, and if the proposed adjustments or modifications do not resolve the delay or conflict, or Utility refuses to make such adjustments or modifications to its construction schedule, Utility shall not implement such activity. The provisions of this Section 5.7 shall not apply in emergency situations;

however, in such situations Utility will coordinate with MTA to the extent feasible in light of the circumstances, subject to all related safety requirements described herein.

Article 6 Inspection

6.1 Inspection During Construction

6.1.1. All work performed by either Party on Rearrangements pursuant to this Agreement that affects Construction of a Transit Project shall be subject to MTA and Utility inspection and final approval. MTA and Utility also may inspect the Construction of Rearrangements to ensure that the work has been performed in conformance with the Design approved by the Parties.

6.1.2. All Rearrangement Construction of Utility Facilities by MTA shall be inspected by Utility. Utility shall provide inspectors to observe and inspect the Rearrangement of Utility Facilities so that upon completion of Construction, Utility will have a basis for acceptance of the work. All such inspection services shall be authorized by MTA under the appropriate Work Order. Utility's inspectors shall make a good faith effort to be available, upon MTA's request and at MTA's expense, as needed throughout Construction to support MTA's schedule for the Subject Transit Project. Utility's inspectors shall cooperate and coordinate with the MTA Representative and MTA's Contractors and shall coordinate with the MTA Representative so as to provide safe access to Project sites by Utility inspectors.

At the inspections provided in accordance with Sections 6.1.1 and 6.1.2, above, each Party shall inform the other of any deficiencies or discrepancies in any work discovered in the course of such inspection. Utility will provide immediate verbal notice of nonconformance to MTA's Representative as well as to MTA staff or Contractors (as designated by the MTA Representative), followed by a written nonconformance notice not later than five (5) business days after discovery. Likewise, MTA will provide immediate verbal notice of nonconformance to the Utility Representative (or to such other Utility staff as may be designated by the Utility Representative), followed by a written nonconformance notice

not later than five (5) business days after discovery. Each nonconformance notice shall include an explanation of the notifying Party's desired resolution. Work shall not be stopped as a result of any such nonconformance unless (i) proceeding with the work will prevent resolution of the deficiency or discrepancy; (ii) the additional work cannot be properly performed without resolution of the deficiency or discrepancy, or (iii) otherwise determined and agreed upon by Utility and MTA. All notices of nonconformance provided by either Party shall be addressed in accordance with Section 7.3.

6.2 Final Inspection

As soon as the work of any specific Rearrangement has been completed, the Party which performed the Construction work shall notify the other Party in writing that the Rearrangement is ready for final inspection. All final inspections by Utility will be completed within seven (7) days following Utility's receipt of written request for same from MTA's Contractor. All final inspections by MTA shall be completed within seven (7) days following MTA's receipt of written request for same by Utility or Utility's Contractor. The final inspection of any Rearrangement or Transit Project Facility shall be attended by the MTA Representative and the Utility Representative. Each Party will provide to the other Party's Representative immediate verbal notice of any deficiencies or discrepancies in any Construction work discovered in the course of the final inspection, followed by a written nonconformance notice within one (1) business day thereafter. Each nonconformance notice shall include an explanation of the notifying Party's desired resolution. Work shall not be stopped as a result of any such nonconformance unless otherwise determined and agreed upon by Utility and MTA. All notices of nonconformance provided by either Party shall be addressed in accordance with Section 1.7.3. Both Parties' inspectors shall be available to observe and inspect any corrective work performed. Promptly upon completion of the Rearrangement of a Utility Facility, by MTA's Contractors (including if applicable, completion, of any corrective work performed), MTA shall furnish in writing to Utility its notice of completion. Promptly thereafter, Utility shall furnish to MTA in writing its notice of acceptance of the Rearrangement. Upon such acceptance, title to such Utility Facility shall automatically vest in Utility (if not already so vested), and Utility shall assume full responsibility for such Utility Facility. Notwithstanding the foregoing, and except as further limited by this Agreement, MTA shall have responsibility and liability

for correction of any latent defects in any Rearrangement work performed by MTA's contractors and not discovered by Utility prior to acceptance.

6.3 Materials Testing

Utility shall have the right to test materials used in Construction of Utility Facilities by MTA's Contractors, upon 24 hours prior written notice to MTA and the Contractor. MTA shall have the right to have its witnesses attend all such tests. Utility shall provide copies of the testing reports within 24 hours after each test, as well as providing to MTA access to the samples used and to the testing laboratory for inspection of its equipment. Testing shall be authorized by MTA under an appropriate Work Order, and the costs thereof, including any travel expenses incurred for off-site inspection and testing, shall be considered Costs of Rearrangement.

Article 7

Disposition of Salvaged Materials

7.1 Salvage by MTA

MTA may not salvage materials from the Conflicting Facility belonging to Utility during the course of its work on a Rearrangement, unless agreed to in writing by Utility. If MTA desires to use salvaged materials, subject to the consent of Utility, materials removed shall be stored by MTA until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused and that Utility desires to retain shall be returned by MTA to a mutually suitable location. If the materials removed by MTA are not reusable by MTA and are not desired by Utility, such materials shall become the property of MTA unless the approved Design provides otherwise.

7.2 Salvage by Utility

Salvaged materials which are removed by Utility and not reused in a Rearrangement shall be retained by Utility.

7.3 Salvage Credits

MTA shall receive a credit or payment, as provided in Article 9 of this Agreement, for salvage, storage and transporting of such materials described herein which are retained by Utility.

Article 8
Reimbursements to Utility

8.1 Reimbursements to Utility

The issuance of a Work Order (following MTA receipt of a Utility estimate using Exhibit 1(Form 60) or other form required by MTA as described in Article 11) shall obligate MTA to reimburse Utility, subject to the terms of this Agreement, for the "Costs," as hereinafter defined, of all activities or work performed or materials acquired by Utility, its consultants or contractors pursuant to such Work Order, to the extent only that such activities, work or materials are within the scope of this Agreement as established pursuant to Section 1.1, and except to the extent that such Costs are not MTA's responsibility pursuant to this Agreement or, pursuant to the agreements referred in Section 1.1.2. For purposes of determining the amounts due from MTA to Utility pursuant to this Article 8, the term "Cost" shall mean all actual, allowable, allocable and reasonable direct and indirect costs necessarily incurred by Utility and attributable to such activities, work or materials, less credits to MTA as provided in Article 9 of this Agreement. Subject to the foregoing, direct costs shall include allowable direct labor, equipment and materials costs spent specifically for work performed under this Agreement. MTA's obligation to reimburse Utility for Costs shall be subject to the limitations established in Article 11.

8.2 Reimbursement for Abandoned Conflicting Facility

In those cases wherein MTA and Utility agree that the construction of a Transit Project will eliminate the service need for a specific Conflicting Facility, such Conflicting Facility may be Abandoned by Utility, and MTA shall not be required to replace or compensate Utility for such Conflicting Facility, except for reasonable and necessary Costs incurred in severing and demolishing such Conflicting Facility and in restoring the sub-ground and ground surfaces as appropriate; provided, however, that under no circumstances shall MTA be responsible for any Abandonment, remediation or other Costs relating to the presence or existence of any environmental hazard on, in, under or about a Conflicting Facility or other Utility Facility, including but not limited to the presence of any Hazardous Materials, except to the extent the presence or existing of such environmental hazard arises from the act or omission of MTA, employees, agents or contractors. Subject

to the consent of Utility, MTA may elect to undertake the activities described in this Section 8.2, the Costs of which shall be reimbursable to MTA as provided in Article 9.

Article 9

Reimbursements and Credits to MTA

9.1 Credits to MTA Where Utility Performs Work

MTA shall receive a credit against work performed by Utility under this Agreement at MTA's expense, for salvage, Betterments and Expired Service Life Value of Utility Facilities. The amount of credits shall be determined as provided below in this Article 9. All credits pertaining to a particular Rearrangement or other item of work hereunder shall be reflected on the applicable invoice(s) submitted by Utility.

9.2 Payments to MTA Where MTA Performs Work

Where MTA performs work hereunder, MTA shall receive compensation from Utility (by credit or payments as provided below) for salvage and Expired Service Life Value of Utility Facilities as applicable, as well as for Costs incurred by MTA for Betterments, and for any other Costs incurred by MTA that are Utility's responsibility pursuant to this Agreement. The amount of compensation shall be determined as provided below in this Article 9. To the extent possible, MTA may take such compensation in the form of credits against amounts owed by MTA to Utility in connection with the Rearrangement for which the compensation is owed. MTA shall invoice Utility for any remaining amounts due in accordance with Section 11.6, and Utility shall make payments to MTA in accordance with Section 11.7.

9.3 MTA's Costs

For purposes of determining the amounts due from Utility to MTA pursuant to this Article 9, the term "Cost" shall mean all actual, allowable and reasonable direct and indirect costs incurred by MTA and attributable to activity or work performed or materials acquired in performing a task pursuant to this Agreement. Subject to the foregoing, direct costs shall include allowable direct labor, equipment and materials costs spent specifically for work performed under this Agreement, and shall include but not be limited to those associated with Design, project review, construction management, permit fees, inspection, processing,

remediation plan development and implementation, real property acquisition and contract administration. Indirect costs shall include administrative and overhead costs at the rate therefore established by MTA from time to time. MTA shall maintain its standard forms of records showing actual time expended and costs incurred under each Work Order.

9.4 Survey; Review of Records

The amount of credits or payments, as applicable, due MTA for salvage and Expired Service Life Value shall be determined by mutual agreement based upon Utility's applicable books, records, documents and other data of Utility. To assist in the determination of credits or payment due MTA under this Agreement, if any, MTA and Utility may conduct an inspection survey and/or inventory of each Conflicting Facility during Design Engineering. Pursuant to a Work Order, Utility shall provide MTA, to the extent such exist and are known and available, with drawings, plans or other records necessary to conduct such survey or inventory. The survey shall describe the physical attributes of the Conflicting Facility such as number, length, diameter, dimensions, and type of material. The survey shall further describe, for each Conflicting Facility, the date of construction or installation; the present condition; the expected service life of each Conflicting Facility as derived from Utility's records; and whether materials contained therein are salvageable. The results of such survey shall also be applied in the determination of Betterments, as necessary.

9.5 Salvage

As applicable, credit shall be allowed or Utility shall pay for salvage for items of materials and equipment recovered from the Conflicting Facility in the performance of Rearrangement work which are subsequently retained by Utility in accordance with Section 7.2. The amount of a salvage credit or payment, if any, shall equal the estimated cost to Utility to acquire like or similar used materials (as depreciated), as determined by mutual agreement, plus storage and transportation Costs.

9.6 Betterments

As applicable, credit shall be allowed or Utility shall pay for Betterments in accordance with the following: The amount of a Betterment credit, if any, shall be the estimated cost of the Replacement Facility, minus the estimated cost of a Substitute Facility. The amount of Betterment credit, if any, shall be a fixed amount determined by

the Parties during Design engineering based upon estimates provided by Utility and its contractors and agreed to by the MTA.

9.7 Expired Service Life

9.7.1 MTA shall receive a credit for the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the period which the existing Conflicting Facility would have had, had it remained in service and the Rearrangement not been made. For purposes of this Agreement, "Expired Service Life Value" shall mean the depreciated value of the Conflicting Facility as determined by Utility utilizing its standard depreciation calculation. The amount of credit or payment for Expired Service Life Value shall be set forth by Utility on a Form 60. If MTA disputes the Expired Service Life Value of any Conflicting Facility, the dispute shall be resolved in accordance with Article 13. Prior to resorting to Article 13 for resolution of the dispute, the Parties shall meet and confer in a joint working group consisting of appropriate members selected by each Party to attempt to resolve the dispute.

Article 10

Indemnity and Insurance

10.1 Indemnity

Indemnification by Utility. Subject to the limitations of applicable laws, Utility shall indemnify, protect, defend and hold harmless LACMTA, its respective governing board members, officers, employees, authorized agents, engineers, contractors and subcontractors from and against any and all claims, damages, losses, liabilities, costs and expenses (including reasonable attorneys' and expert witness fees and costs) (collectively, "Claims and Expenses") that arise out of or as a result of any negligent act, omission or willful misconduct of Utility or its officers, agents, employees, engineers, contractors or subcontractors in carrying out the obligations of the Utility under this Agreement or any Work Order executed pursuant hereto. ,

10.2 Indemnification by MTA

Subject to the limitations of applicable laws, LACMTA shall indemnify, protect, defend and hold harmless the Utility, its successors and assigns and its shareholders, officers, directors, employees, authorized agents, engineers, contractors, and subcontractors from and against any and all Claims and Expenses that arise out of or as a result of intentional negligent acts, omission or willful misconduct of LACMTA, its officers, agents, employees, engineers, contractors or subcontractors in carrying out the obligations of the LACMTA under this Agreement or under any Work Order executed pursuant hereto.

Article 11

Insurance

11.1. Any Design Contract, Construction Contract or other Contract entered into by LACMTA or Utility in connection with a Rearrangement shall contain a provision that requires the contractor, as part of the liability insurance requirements, to provide endorsement CG 20 10 (1985 or equivalent forms) to each policy of commercial general liability insurance that names as additional insureds to such policy (not subject to any premiums or assessments) Utility and LACMTA and their respective officers and employees etc. as additional insureds (not subject to any premiums or assessments). Unless otherwise mutually agreed by the Parties, the following shall be the minimum insurance coverage and limits for both LACMTA and Utility:

- a. The Commercial General Liability insurance coverage shall have a minimum limit of \$2 million combined single limit of liability for bodily injury, property damage and personal injury per occurrence, \$4 million general annual aggregate and \$4 million products/completed operations aggregate.
- b. Commercial Automobile Liability insurance covering the ownership, maintenance or use of all owned, leased, non-owned and hired vehicles used in the performance of the Work; including loading and unloading, with limits of \$2 million combined single limit for bodily injury and property damage liability.
- c. Workers' Compensation statutory limits policy in conformance with the laws of the State, and employer's liability insurance (for bodily injury or disease) with minimum limits of \$1 million per accident for bodily injury by accident, \$1 million

per employee for bodily injury by disease, and \$1 million policy limit for bodily injury by disease.

- d. Contractor's Pollution Liability (CPL) insurance with a total combined limit of liability of no less than \$1 million per occurrence and \$2 million in the aggregate. The CPL policy shall include coverage for cleanup costs, third-party bodily injury and property damage resulting from pollution conditions caused by contracting operations. The CPL shall also provide Non-Owned Disposal Site (NODS) coverage for transportation and off-site disposal of materials.

11.2 The companies affording insurance coverage must have a rating of A- or better and a Financial Size Category rating of VII or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies. Each contractor shall also require all subcontractors performing work for a Rearrangement or who may enter upon the work site to maintain the same insurance requirements listed above.

11.3. Prior to commencement of work, a Certificate evidencing the required coverage shall be provided directly by the insurers to Utility and LACMTA. Utility recognizes and agrees that all or part of such insurance can be provided by LACMTA through a program of self-insurance.

11.4. If Utility is itself performing work for a Rearrangement, Utility may self-insure and agrees to protect MTA, its officers and employees at the same level with respect to types of coverage and minimum limits of liability as MTA would have required of third party insurance, and Utility agrees that such self-insurance shall include all duties, obligations and responsibilities of an insurance company with respect to any claim made under such self-insurance program. At least 30 days prior to the implementation of any self-insurance program, Utility shall provide to MTA certification that Utility meets the requirements of this Article 11.4 If Utility does not self-insure in accordance with this Article 11, Utility shall itself obtain insurance complying with the requirements of Sections 11.1 and 11.2 above.

Article 12

Work Orders and Billings

12.1 Work Performed by Utility

12.1.1. All work performed by Utility under this Agreement shall be initiated by Work Orders as provided herein. Utility's obligation to perform work, hereunder, which is fully reimbursable by MTA, shall arise upon the issuance by MTA of an authorized Work Order Utility's review of Project documents, and drawings, furnished by MTA may not be subjected to complete re-engineering or technical study by Utility. However, where MTA has prior existing rights, Utility may be obligated to perform work necessary to support MTA's Project without the issuance of a Work Order and Construction schedule for each Transit Project.

12.2 Work Orders

MTA shall issue Work Orders to Utility, following Utility's submittal of estimates in the form then required by MTA (currently Form 60 as set forth in Exhibit A, as the same may be amended or replaced from time to time by notice from MTA to Utility), to authorize Utility's performance of all work and the purchase of all materials and equipment required under the terms and conditions of this Agreement. Utility shall complete (either through its own, forces or through its consultants, contractors or subcontractors) all work authorized by any Work Order. Except as otherwise provided in Section 11.3.4., Contractors engaged by Utility to perform work covered by this Agreement shall comply with all applicable labor and other laws. Utility shall cooperate with MTA and take such actions as the MTA may reasonably request, to ensure such compliance. Each Work Order issued under the terms of this Agreement shall specify the work to be performed and any materials or equipment to be acquired, the maximum amount of money which Utility may expend therefore, and a schedule, including the estimated starting and finishing dates for work so authorized. Work Orders shall set forth schedules that are consistent with and supportive of MTA's Design and Construction schedule and that are agreed to by Utility. Utility shall not be authorized to do any work, and shall not be paid, credited or reimbursed for Costs or expenses associated with any work that is not authorized by a Work Order, unless otherwise mutually agreed in writing. Under no circumstances shall Utility receive payment for, or reimbursement of, any Costs associated with

or related to Betterments, and the issuance of a Work Order authorizing Utility work or other activity respecting a Betterment shall not constitute the agreement of MTA to make any payments to Utility in respect thereto.

12.3 Work Order Changes

12.3.1. Utility shall not order or direct work that would cause Construction Costs to exceed the maximum amount allowable therefore in any Work Order, without the prior approval of MTA as set forth in a Work Order revision in accordance with Section 11.3.4. Utility agrees to use its best efforts to perform such work within the maximum amount specified therefore in each Work Order. Utility agrees to notify MTA if at any time Utility has reason to believe that the Construction Costs that it expects to incur under any Work Order in the next 60 days, when added to all Construction Costs previously incurred under such Work Order, will exceed 75% of the maximum Construction Costs specified in the Work Order, or if at any time Utility has reason to believe that the total Construction Costs under said Work Order will be in excess of ten percent (10%) greater or less than previously estimated. Utility may request revision of Work Orders to increase the maximum allowable Construction Costs thereunder, in the event of anticipated Construction Cost overruns. MTA will consider, and may not unreasonably withhold its approval of, any increase in the maximum allowable amount of construction Costs that is, caused by (i) a necessary change in the scope of the subject Construction, or (ii) a delay or increase in Utility's Costs that are not caused by Utility (or its contractors, suppliers or agents), provided that Utility notifies MTA within five (5) days of the Utility Representative becoming aware of the event or situation causing such anticipated change. MTA may withhold its approval of any other increase in Construction Costs above the maximum allowable amount authorized in the applicable Work Order. Without MTA's prior approval, Utility will not be reimbursed for Construction Costs expended in excess of maximum amounts allowable therefore and authorized in a Work Order.

12.3.2. Utility shall not order or direct work that would cause Non-Construction Costs to exceed the maximum amount allowable therefore in any Work Order, without the prior written approval of MTA as set forth in a Work Order revision in accordance with Section 11.3.4. Utility agrees to use its best efforts to perform such work within the maximum amount specified therefore in each Work Order. Utility agrees to notify MTA if at any time Utility has reason to believe that the Non-Construction Costs that it expects to incur under any Work Order in the next 60 days, when added to all Non-Construction Costs previously

incurred under such Work Order, will exceed 75% of the maximum Non-Construction Costs specified in the Work Order, or if at any time Utility has reason to believe that the total Non-Construction Costs under said Work Order will be in excess of ten percent (10%) greater or less than previously estimated. Utility may request written revisions of Work Orders to increase the maximum allowable Non-Construction Costs thereunder, in the event of anticipated Non-Construction Cost overruns. MTA will consider, and may not unreasonably withhold its approval of, any increase in the maximum allowable amount of Non-Construction Costs that is caused by (i) a necessary change in the scope of the subject Construction, or (ii) a delay or increase in Utility's Costs that is not caused by Utility (or its contractors, suppliers or agents), provided that Utility notifies MTA within five (5) days of the Utility Representative becoming aware of the event or situation causing such anticipated change. MTA may withhold its approval of any other increase in Non-Construction Costs above the maximum allowable amount authorized in the applicable Work Order. Without MTA's prior approval, Utility will not be reimbursed for Non-Construction Costs expended in excess of maximum amounts allowable therefore and authorized in a Work Order.

12.3.3. Utility agrees to notify MTA if at any time Utility has reason to believe that the estimated finishing date of any work under a Work Order will be later than the date authorized in the Work Order. Utility will request written revision of the Work Order in the event of anticipated completion delays and MTA will consider, and may not unreasonably withhold, its approval of the revision to the Work Order to reflect the change in the finishing date, unless the delay is caused solely as a result of actions by the Utility or its contractor(s).

12.3.4. Any revision to a Work Order requested by Utility shall be submitted in writing to MTA for its prior approval and MTA shall act promptly on any such request. If MTA fails to respond in writing to a requested revision within fourteen (14) days after receipt thereof, the revision shall be deemed accepted, unless the revision is requested because of a delay or action by the Utility or its contractor(s) that causes a need to revise the Work Order; provided, however, that the Parties may mutually agree to extend such period before its expiration. Notwithstanding the foregoing, any proposed revision occasioned by emergency field construction difficulties may be submitted to MTA orally, by telephone, and confirmed in writing by Utility within three (3) business days; in such event, MTA agrees to immediately act and the MTA Representative shall convey MTA's decision orally, to be confirmed in writing within three (3) business days. All Work Order revision requests shall include an

estimate for the Work Order revision in the form then required MTA (currently Form 60, as the same may be amended or replaced from time to time by prior written notice from MTA to Utility). Without MTA's prior approval, Utility will not be reimbursed for costs to correct defective performance by Utility, its consultants or contractors.

12.3.5. MTA may terminate, in writing upon thirty (30) days' notice with written reasons for such termination any Work Order at any time in its sole discretion, but MTA shall reimburse Utility in accordance with this Agreement for Costs, if any, already incurred by Utility there under, and those costs, necessary to restore Utility's Facilities in the process of Rearrangement to a permanent condition suitable for the provision of service to the public. If restoration is found to be necessary, MTA will authorize the Costs therefore in its written termination of the Work Order.

12.4 Deadlines and Delays

12.4.1. Utility shall perform its work under this Agreement in accordance with the deadlines and, schedules established in the applicable Work Order. Subject to Sections 11.3.3, 11.3.4, 12.4.2, and 15.12, if Utility fails to meet a deadline established in this Agreement or in the applicable Work Order for Construction or any other activity, then Utility shall be responsible for all actual documented costs and expenses incurred by MTA (including, without limitation, costs of delay and other reasonable and documented costs incurred by MTA or paid by MTA to its Contractors) and arising out of such delay, unless such delay was not caused by Utility. Utility shall pay to MTA any amount it agrees is due pursuant to this Section 11.4.1 within 90 days after receipt of demand therefore. If Utility disputes the amount MTA contends is due or disputes that any amount is due, the dispute shall be resolved in accordance with Article 13 and the time period for payment of such disputed amount shall be tolled until the final resolution of such dispute. Prior to resorting to Article 13 for resolution of the dispute, the Parties shall meet and confer in a joint working group consisting of appropriate members selected by each Party to attempt to resolve the dispute.

12.4.2. If MTA or its Contractor fails to complete any work hereunder by the applicable deadlines established in this Agreement or in the respective Work Orders, then any affected deadlines and Costs for Utility's Construction or other activities under this Agreement or any Work Order shall be revised accordingly.

12.5 Procedures for Utility Billings to MTA

12.5.1 The Parties agree that the following procedures will be observed for submission of monthly billings by Utility to MTA on a progress basis for work performed by Utility under a specific Work Order. Utility shall maintain separate accounting records for each Work Order authorized by MTA.

Utility shall submit to MTA, within thirty (30) days after the end of each month, a "Project Labor Report" identifying by task both Utility staff (and applicable consultant) hours charged for administrative, design, inspection and management services and Utility direct field labor.

Following the commencement of a specific Rearrangement or other work under a given Work Order, Utility's billings (in an electronic format where possible) shall be submitted to MTA's Representative within 60 days of the monthly period when the work was performed. This billing shall specify all Costs incurred for that billing period including copies of invoices and other Cost data. Signed individual labor time sheets including clear identification of MTA's Work Order number and Project title shall be maintained for audit on file in Utility's accounting center. Utility shall provide a full description of any labor charges during the billing period that were not identified in the Project Labor Report, if requested by MTA, in order to resolve any questionable Utility charges. Each billing shall show all applicable credits, shall be noted as either in-progress or as final, and shall include a certification that the charges were appropriate and necessary to performance of the referenced Work Order and have not previously been billed or paid. The final billing, with a recapitulation of prior progress billings and a notation that all work covered by a given Work Order has been performed and billed for, shall be submitted to MTA within one hundred twenty (120) days after completion and acceptance of the work covered by the Work Order.

12.5.2. Utility agrees to retain, or cause to be retained, for inspection and audit by MTA or other governmental auditors for the period required pursuant to Section 11.8, all records and accounts relating to the work performed by Utility under this Agreement; provided, however, that if any actions brought under the dispute resolution provisions of this Agreement have not been finally resolved by the foregoing deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

12.6 Procedures for MTA Billings to Utility

12.6.1. In those cases in which MTA performs work payable by Utility under the terms of this Agreement, MTA shall submit regular progress billings to Utility, which shall (a) specify Costs incurred for that billing period, (b) bear the MTA work order number, (c) be supported by copies of data that support the Costs incurred, (d) be addressed to the Utility Representative, and (e) be maintained by MTA for inspection and audit as required pursuant to Section 11.8. Each billing shall be noted as either progress or final, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the reference contract and have not previously been billed or paid. The progress billing shall indicate actual work performed during the billing period, the direct and indirect Costs thereof, Utility's share of such Costs, and any amount thereof being paid through the application of credits against amounts owed by MTA to Utility. The final billing, with a notation that all work covered by a given work order has been performed and billed for, shall be submitted to Utility as soon as practicable (but no later than six months one hundred twenty (120) days) following the completion of the work, shall recapitulate prior progress billings, and shall show inclusive dates upon which work billed therein was performed.

12.6.2. MTA agrees to retain, or cause to be retained, for inspection and audit by Utility or other governmental auditors for the period required pursuant to Section 11.8, all records and accounts relating to all work performed by MTA for Utility under this Agreement; provided, however, that if any actions brought under the dispute resolution provisions of this Agreement have not been finally resolved by the foregoing deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

12.7 Payment of Billings

Payment of each bill properly submitted pursuant to Section 11.5 or 11.6 shall be due within sixty (60) days of receipt thereof; provided, however, that (a) all such payments shall be conditional, subject to post-audit adjustments, (b) final payment for each Rearrangement shall be contingent upon final inspection (and acceptance, where applicable) of the work by the Party billed for such work, which inspection (and acceptance, where applicable) will not be unreasonably withheld or delayed, and (c) MTA may withhold credit amounts due Utility under the Work Order for which the bill was submitted if Utility has not posted such credits on the bill within sixty (60) days after submittal of requests for same by MTA.

12.8 Inspection and Audit

Upon reasonable notice, each Party (and its authorized representatives) shall have reasonable rights to inspect and audit during normal business hours, the other's relevant non-privileged records relating to its performance hereunder (and all Costs incurred with respect thereto) for each Transit Project and related Rearrangements, from the date hereof through and until expiration of four (4) years after the later of (a) the accepted completion of all Rearrangements for such Transit Project and (b) payment of all final billings owed to such Party related to such Transit Project and related Rearrangements, or such later date as is required under other provisions of this Agreement or by law. Each Party shall bear its own costs and expenses in connection with undertaking any inspection and audit, and in responding thereto. Examination of a document or record on one occasion shall not preclude further review or reexamination of such document or record on subsequent occasions. By providing any of its records to the other Party for examination, the Party providing such records represents and warrants that such records are accurate and complete. The Parties shall mutually agree upon any financial adjustment found necessary by any audit. If the Parties are unable to agree on such adjustment, then the matter shall be resolved pursuant to Article 13. The rights granted pursuant to this Section 11.8 shall not obligate either Party to inspect or audit the other Party's records nor shall either Party be entitled to utilize or rely on the other Party's audit results, absent such other Party's consent.

Article 13

Hazardous Materials and Protected Materials

13.1 Investigation of Sites and Preparation of Environmental Impact Reports

13.1.1 As between Utility and MTA, MTA shall be responsible, at MTA expense, for the investigation of potential Hazardous Materials sites and Protected Materials sites within the area that would directly impact Construction of a Transit Project or a Rearrangement of Utility Facilities hereunder.

13.1.2 MTA shall prepare, at its sole cost and expense, all environmental impact reports/statements required by local, state or federal law for the Construction of a Transit Project or a Rearrangement of Utility Facilities hereunder.

13.2 Indemnity by Utility

Utility shall indemnify, defend at MTA's request, and hold harmless MTA, its respective governing boards, officers, directors, employees, authorized agents, engineers, contractors, and subcontractors, and their respective successors and assigns, from and against any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlement of claims) and losses, including attorney's fees, consultant's fees, and expert fees that arise during or after work or actions to the extent arising out of (i) the release of Hazardous Materials within any site for a Rearrangement of Utility Facilities, to the extent such release is directly caused by activities or omissions of Utility, its employees, representatives, agents, shippers, contractors, or invitees, and (ii) Utility's breach of Utility's representations and warranties in this Subsection 12.2

13.3 Responsibility For Remedial or Protective Action

13.3.1 At least seven (7) days before Utility commences its Rearrangement, MTA shall provide to Utility a copy of all environmental impact reports and soil tests prepared in connection with the Transit Project and shall disclose to Utility all information of which it is aware concerning the existence of any Hazardous Material and/or Protected Materials within any site for a Rearrangement of Utility Facilities. If the information provided reveals the existence of a Hazardous Materials and/or Protected Materials in an area in which Utility will be working and MTA is required by an Environmental Law or otherwise to take some action with respect to the Hazardous Materials such as containment, cleanup, removal, restoration or other remedial work ("Remedial Work"), Utility shall not commence its Construction until the required Remedial Work has been completed by MTA at MTA's sole cost and expense. However, if the presence of Hazardous Materials that are in violation of applicable Environmental Laws is directly caused by the Utility or its facilities, Utility will take immediate action at its sole cost and expense to complete the Remedial Work necessary under Environmental Law.

13.3.2 If, after it commences work, Utility discovers the existence of a Hazardous Substance in the site on which it is working on a Rearrangement, Utility shall immediately suspend its work and notify MTA of its discovery. MTA shall immediately determine if any Remedial Work is reasonably necessary or required by any Environmental Law. If any Remedial Work is reasonably necessary or required by any Environmental Law, MTA shall immediately

commence, or cause to be commenced, and thereafter diligently prosecute to completion, all such Remedial Work at its sole cost and expense. Utility shall not continue its work until MTA has completed the Remedial Work in accordance with the law(s) that required it. However, if the presence of Hazardous Materials that are in violation of applicable Environmental Laws is directly caused by the Utility or its facilities, Utility will take immediate action at its sole cost and expense to complete the Remedial Work necessary under Environmental Laws. The Party discovering Hazardous Materials and/or Protected Materials shall make any required notifications to federal, state, and/or local agency(ies) in accordance with applicable law.

13.4 Indemnity by MTA

MTA shall indemnify, defend at Utility's request, and hold harmless Utility and its affiliated companies and their officers, employees, agents and contractors from any and all claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) and losses, including attorneys' fees, consultant fees, and expert fees that arise during or after Utility's work on the Transit Project from or in connection with the presence or suspected presence of Hazardous Materials on a site on which Utility performed work for a Rearrangement, unless (i) the presence of Hazardous Materials that are in violation of applicable Environmental Laws is directly caused by activities or omissions of Utility, its employees, representatives, agents or Contractors or (ii) any soil contamination or Hazardous Material existing prior to the Rearrangement work, including any such contamination or Hazardous Materials discovered during Construction work performed for the relocation and (iii) MTA's breach of MTA's representations and warranties in this Subsection 12. 4.

Article 14 Resolution of Disputes

In the event of a claim or dispute arising out of or relating to this Agreement, both parties shall make good faith efforts to resolve the claim or dispute through negotiation,

including mediation. All disputes shall be subject to the provisions of this Article. Utility and MTA shall act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract.

14.1 Continuation of Performance

14.1.a. MTA Discretion – The existence and details of a dispute notwithstanding, both parties shall continue, without delay, their performance hereunder, except for any performance which MTA, in its sole and absolute discretion, determines should be delayed as a result of such dispute. MTA shall continue to pay sums not in dispute, during any such period of continued performance.

14.1.b. Failure to Continue Performance – If Utility fails to continue its performance hereunder, which MTA in its sole and absolute discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by MTA as a result of Utility's failure to continue to so perform shall be borne by Utility, and Utility shall make no claim whatsoever against MTA for such costs. Utility shall promptly reimburse MTA for such MTA costs, as determined by MTA or MTA may deduct all such additional costs from any amounts due to Utility from MTA.

14.2 Resolution Processing the event of any dispute between the Parties with respect to this Agreement:

- a. Utility and MTA shall submit the matter to their respective Project Managers and Contract Administrators to resolve the dispute.
- b. If the Project managers and Contract Administrators are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to Utility's Chief Executive Officer and to MTA's Chief Executive Officer, or their designees, to resolve the dispute.
- c. In the event that contractor's CEO and MTA's CEO are unable to resolve the dispute within a reasonable time, not to exceed twenty (20) days, from the date of submission of the dispute to them, then each party

may assert its other rights and remedies provided under this Agreement and /or any rights and remedies as provided by Law.

14.3 Documentation of Disputes

All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Article, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

Article 15

Federal and Other Requirements

15.1 Inspection and Audit

This Agreement, as to certain Transit Projects, may be subject to a financial assistance agreement with the U.S. Department of Transportation, Federal Transit Administration, and as such is subject to the following terms and conditions as to such Transit Projects only:

Utility agrees to comply with all financial record keeping, reporting and such other requirements that are imposed by law as a condition to or requirement of funding obtained by MTA from third parties (provided that MTA gives reasonable notice of such requirements to Utility in writing at least thirty (30) days before requiring compliance with the same). Utility shall permit the authorized representatives of MTA, the U.S. Department of Transportation, the Comptroller General of the United States, and any other government agency providing funding or oversight on a Transit Project, to inspect and audit (and if required by law to copy) during normal business hours and upon reasonable notice, all non-privileged relevant records maintained by Utility relating to performance by Utility, its contractors and subcontractors (as appropriate) under any Work Order issued to Utility for such Transit Project or Rearrangements of Utility Facilities related thereto, from the date of this Agreement through and until expiration of three (3) years after the later of (a) the accepted completion of all Rearrangements for such Transit Project and payment of all final billings owed to Utility related to such Transit Project

and related Rearrangements, or (b) such later date as is required by the rules and regulations of any such government agency (provided that MTA gives reasonable prior written notice of such later date to Utility). Each Party shall bear its own costs and expenses in connection with undertaking any audit, and in responding thereto. Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions.

Utility shall agree to comply with Buy America regulations as identified in Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 660 and 661. Utility's material list shall be provided to MTA upon Utility completing its 85% design level plans. Material list shall identify each material to be used on the relocation and whether the material is compliant with Buy America or not. Should material not be compliant, an action plan by Utility shall be generated and submitted to MTA within 30 calendar days. Action plan shall include a summary of options to obtain compliant material in order to meet MTA schedule.

15.2 Prohibited Interests

No member, officer or employee of MTA, or of a local public body, during his or her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To MTA's knowledge, no board member, officer or employee of MTA has any interest; whether contractual; non contractual, financial or otherwise in this transaction, or in the business of Utility.

15.3 Equal Employment Opportunity

In connection with the performance of this Agreement, Utility and MTA shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, national origin or disability. The Utility and MTA shall act in compliance with applicable laws to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15.4 Disadvantaged Business Enterprise

In connection with the performance of this Agreement, Utility will cooperate with MTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises, and both Parties will use their best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

15.5 Prior Approval

This Agreement and all amendments thereto are subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

15.6 Non-Discrimination

Without limiting any other provision of this Article 14, Utility and MTA agree to comply, and to cause all of their contractors to comply, with all applicable state and federal non-discrimination laws, rules and regulations.

15.7 Buy America

This contract shall be construed in accordance with the Federal, State and Local law of California. Including Title 49.661.13 of which, the Utility shall adhere to the Buy America clause set forth therein.

15.8 Debarment and Suspension

The Utility shall comply with the FTA requirement of "debarment and suspension" as identified in the attached link:

http://www.fta.dot.gov/documents/09_Debarment_and_Suspension_TriennialGuidance_FY2011.pdf

Article 16

Miscellaneous Provisions

16.1 Approvals, Further Documents, and Actions

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

- a. Must be in writing to be effective (except as otherwise specifically allowed by this Agreement); and
- b. 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 what changes are required for Approval.

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

16.1.3 Except as otherwise provided in this Agreement, all notices or communications pursuant to this Agreement shall be in writing and shall be sent or delivered to the following:

To Utility:

Gegi Leeger
Director – Regulatory Contracts
XO Communications Services, LLC.
13865 Sunrise Valley Drive
Herndon, VA 20171

To MTA:

Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California. 90012

Any notice or demand required shall be, given (a) personally, (b) by certified or registered mail,¹ postage prepaid, return receipt requested, or (c) by reliable messenger or overnight courier to the address of the respective Parties set forth above.

Any notice served personally shall be deemed delivered upon receipt, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Utility or MTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice given to the other Party in accordance with this Section 15.1.4.

16.2. Alternate Notice. The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each such alternate procedure shall be described, in writing and signed by the MTA Representative and by the Utility Representative.

16.3 Assignment; Binding Effect

Neither Party shall assign its interest in this Agreement without prior consent of the other Party. Any permitted assignment shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties

16.4 Waiver

The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

16.5 Entire Agreement; Modification

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto and no oral understanding or agreement not incorporated herein shall be binding on either of the Parties hereto.

16.6.1. In accomplishing all work and performing all other acts required under this Agreement, time is of the essence.

16.6.2. All references to "days" herein shall be deemed to refer to calendar days, unless otherwise specified.

16.7 Legal Rights

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of MTA and Utility for default in performance under this Agreement or any Work Order are in addition to any other rights or remedies provided by law. As used in this Agreement, the masculine, feminine and neuter, genders, and the singular and plural numbers shall each be deemed to include the other or others whenever the context so indicates.

16.8 Headings

The headings that appear at the commencement of each Article and Section are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the Article or Section itself, the Article or Section itself and not the heading shall control as to construction.--

16.9 Incorporation of Exhibits and Addenda

Every Exhibit and Addendum to which reference is made in this Agreement is hereby incorporated in this Agreement by this reference.

16.10 Counterpart Originals

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

16.11 Force Majeure

Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence; such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the Party seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions,

earthquakes, nuclear accidents, floods, strikes, power blackouts, other major environmental disturbances or unusually severe weather conditions; provided, however, that lack of funds or funding from the Respective Party shall not be considered to be a cause beyond a Party's control and without its fault or negligence. The foregoing events do not constitute force majeure events where they are reasonably foreseeable consequences of Construction. If any of the foregoing events occur, Utility agrees, if requested by MTA, to accelerate its efforts hereunder if reasonably feasible in order to regain lost time, so long as MTA agrees to reimburse Utility for the incremental actual costs of such efforts.

16.12 Construction

The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against either of the Parties.

16.13 Survival

The representations, warranties, indemnities, waivers and dispute resolution provisions set forth in this Agreement, all payment obligations hereunder incurred prior to termination of this Agreement, and all other provisions that by their inherent nature should survive termination of this Agreement, shall survive the termination of this Agreement for any reason whatsoever, and shall remain in effect unless and until terminated or modified in writing by mutual agreement.

16.14 Benefit

Nothing in the provisions of this Agreement is intended (a) to create duties for, obligations to, or rights in third parties not parties to. this Agreement, except to the extent that, specific provisions (such as the indemnity provisions) identify third parties and provide that they are entitled to benefits hereunder, or (b) to affect the legal liability of either Party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation or maintenance of highways, Transit Projects and other public facilities that is different from the standard of care imposed by law.

16.15 Severability

If any part of this Agreement is found to be invalid or unenforceable by a ruling or decision reached in accordance with Article 13, or otherwise by a court having proper jurisdiction, such finding shall not invalidate the remaining portions hereof, but such provisions shall remain in full force and effect to the fullest extent permitted by law; provided, however, that the Parties shall immediately renegotiate, reasonably and, in good faith, the terms or provisions found to be invalid, as well as any other terms and provisions as necessary to achieve as nearly as possible the Parties' original contractual intent.

16.16 Governing Law

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

“UTILITY”

XO COMMUNICATIONS SERVICES, LLC

By: _____

Name: Steven C. Pecorella

Title: Vice President, Network Field Ops & Construction

Date: _____

APPROVED AS TO FORM:

FOR: XO COMMUNICATIONS SERVICES, LLC.

By: _____

Karen M. Potkul

Corporate Counsel

"MTA"

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: Phillip A. Washington

Title: Chief Executive Officer

Date: _____

APPROVED AS TO FORM AND LEGALITY:

FOR: LOS ANGELES COUNTY METROPOLITON TRANSPORTATION AUTHORITY

RICHARD D. WEISS

ACTING COUNTY COUNSEL

BY: _____

_____ **DEPUTY**

Exhibit 1

FORM 60

(See Attached)

Exhibit 2

Utility Standards

(See Attached)



Board Report

File #: 2016-0850, File Type: Budget

Agenda Number: 36.

**REVISED
CONSTRUCTION COMMITTEE
NOVEMBER 16, 2017**

**SUBJECT: UNION STATION RESTROOM EXPANSION AND
RENOVATION PROGRAM**

**ACTION: APPROVE A LIFE OF PROJECT BUDGET OF \$7.95 MILLION FOR UNION STATION
RESTROOM EXPANSION AND RENOVATION PROGRAM**

RECOMMENDATION

APPROVE a Life of Project (LOP) budget for Los Angeles Union Station (LAUS) New and Existing Public Restroom Facilities Program improvements of \$7.95 million for the following:

- A. construction of new public restroom facilities for \$5.35 million; and
- B. renovation of existing public restroom facilities for \$2.6 million.

ISSUE

The existing Union Station restroom facilities are severely deficient. The current restrooms are not code compliant per Metro's standards, not to mention the standards set by the City of Los Angeles, the State of California's Title 24, Building Code (CBC), California Amendments and the federal Americans with Disabilities Act of 1990 (ADA), as noted in the Blackseth Union Station Site Inspection Disabled Access Report dated November 2013. The existing 30-year-old plumbing infrastructure was not designed to handle the number of patrons who pass through Union Station on a daily basis, and is well beyond its expected life-span resulting in the condition of the restrooms being Union Station's primary source of complaints from the public.

The station experiences an average of 100 full restroom closures annually due to improper use of the plumbing system by the public. The restroom closures can range in duration from 45 minutes to 4 hours, depending upon the extent of the repair. The closure of the west restrooms forces patrons, including elderly and disabled, to travel nearly 1,000 feet down the passageway to the east restroom facilities. Responding to emergency work orders generated by restroom issues is the single largest engineering staff demand. Restroom maintenance calls disrupt regular preventative maintenance and repair schedules which negatively impact the efficient and safe operation of the station. Security officers and janitorial crews responding to restroom closures cause regular shift coverage to be

disrupted.

The above recommendations are supported by Metro's risk managers, facility managers, ADA and security professionals as necessary to bring Union Station into regulatory compliance and risk mitigation to a significant degree. The approval of these improvements for this Metro-owned facility supports Metro's commitment to providing a safe, operational, accessible and beneficial facility for the public's use and comfort.

DISCUSSION

The existing Los Angeles Union Station building is over seventy-seven (77) years old. The current set of passenger concourse public restroom facilities were not properly maintained and renovated by the previous owner. The original public restroom design had 55 toilets, 17 urinals, and 46 lavatories. The prior owners' decisions resulted in many non-compliant modifications. Today there are only 17 45 toilets, 5 urinals, 10 lavatories, and 2 baby-changing areas. These restroom facility reductions occurred despite an increase from a 1939 daily average of 33 trains in and out (serving approximately 7,000 people) to a present daily average of 511 trains in and out, and 900 buses in and out (serving approximately 75,000 people). In short, although the LAUS foot traffic has increased by 11 times its original (low volume), the former compliant minimum fixture quantity or capacity has declined to less than one-third (1/3) of the original city-approved design.

Previously, to protect and preserve Union Station, the Board approved a variety of capital projects including exterior paint, wood and metal restorations, passageway restoration, way-finding signage, roof renovation and installation of HVAC, all of which have been completed. The Board also authorized the current fire, life, and safety/ADA multi-year capital project as a significant step toward the safety of Union Station as a transit facility and attractive public destination.

However, there remain outstanding deferred maintenance and modernization steps to make Union Station's public restroom facilities consistent with Metro's current standards and compliant with CBC and ADA regulations. Due to heavy use, the restrooms are at the end of their useful life span. They will require a major infrastructure renovation within the next 12 to 18 months. We have consulted with our historic preservation architect on making Union Station compliant with CBC and ADA codes without sacrificing the station's historic character in the process.

Findings

The proposed renovation of the existing restrooms and construction of two new set of restrooms behind the AMTRAK ticket counter and a concrete wall toward the train yard (See Attachment A) will create a newer, more efficient, usable space inside historic structure without downsizing of public common areas or tenant square footage. A series of investigations by structural engineers, shoring engineers and soils experts have resulted in positive constructability studies of a new location within the existing passenger concourse area. Renovation and construction of the new facilities will have minimal impact to building occupants or the public.

Considerations

The two new sets of restrooms will operate independently of the existing set of restrooms, which will allow one set to be closed periodically for maintenance and repair, while the other set will remain open and operational. This will alleviate all future full restroom closures and negative impacts to the public. Additionally, the selection of an alternative vacuum plumbing system could reduce water consumption by sixty percent (60%) and prevent main line blockages, allowing engineering to address any fixture clogs locally without closing the entire facility. Additionally, the selection of this plumbing system will allow for future expansion or integration, if necessary, to facilitate new tenants or additional restroom facilities. The selected location for these new facilities has been coordinated with LinkUS to ensure future projects will not be adversely impacted by these facilities.

The primary benefits are customer satisfaction, code compliance, operational improvements and increased energy efficiency, while reducing water consumption and maintenance costs. The project will be scheduled in two phases in an effort to minimize the impacts to the public. The new restrooms will be constructed first, so that they are completely operational prior to renovation of the existing restrooms. This approach will allow Union Station to maintain an operational set of restrooms at all times.

This proposed new capital project has been cleared through the CEQA Categorical Exemption process as documented in the memorandum dated June 9, 2017 prepared by ICF for Metro. (See Attachment B). This capital project is part of a Ten-Year Capital Plan summarized in Attachment C.

DETERMINATION OF SAFETY IMPACT

Approval of this item will improve the integrity of the historic building by providing Union Station with energy-efficient, water-saving, code-compliant public restroom facilities, including accessibility for individuals with disabilities.

FINANCIAL IMPACT

Approval of this action will establish a \$7.95 million Life of Project budget for the Union Station New and Existing Public Restroom Improvement Project. Funds will be allocated to Cost Center 4520 - Union Station Operations and Management, Account 50316 - Professional and Technical Services.

Funding for this project will come from Proposition C 40% Discretionary Cash and Debt, which is consistent with the funding source for the existing Union Station capital projects. These funds are eligible for Metro Planning, Construction and Bus/Rail Operations. An additional \$150,000 will be allocated to this project by utilizing the previously-approved Project 210145 funding for the ADA improvements that are required for the restrooms.

Impact to Budget

Cash flow is critical for funding this new project. The required cash flow for the project are forecasted as follows:

Union Station Capital Program Improvements for construction of new public restroom facilities and renovation of existing public restroom facilities.

1. FY19 funding for Construction of new public restroom facilities for \$5.35 million
2. FY19 funding for Renovation of existing public restroom facilities for \$2.6 million

ALTERNATIVES CONSIDERED

An alternative would be to continue operations without the aforementioned project. This is not recommended because this would compromise Metro's commitment to public safety and expose the agency to liabilities for CBC and ADA deficiencies. Continuing operations without upgrading the restroom facilities and infrastructure will increase annual repairs, maintenance and operating costs as well as increase the number of complaints by patrons and tenants, all of which do not support Metro's initiative to transform Union Station into a premier destination within the City of Los Angeles.

Another alternative is to limit the renovation to the existing restroom facility for \$2.6 million. This alternative is not recommended. It would require the complete shutdown of the existing facilities during construction. It will neither provide the additional plumbing fixtures required to become compliant with California Building Codes and ADA requirements, nor would it eliminate complaints or public impacts due to full closures of the facilities for repairs and maintenance.

NEXT STEPS

Upon the Board's approval and authorization, the bid packaging will be completed for Morlin Asset Management to proceed with the project.

ATTACHMENTS

- Attachment A - Maps of Existing and New Union Station Passenger Concourse Restrooms
- Attachment B - ICF Memo: CEQA Categorical Exemption for L.A. Union Station Renovations Projects, June 9, 2017
- Attachment C - Summary Ten-Year Capital Plan

Prepared by: Richard G. Darby, Manager, Transportation Planning, (213) 922-2365
Kenneth E. Pratt, Deputy Executive Officer, Union Station Property Management, (213) 922-6288
Calvin E. Hollis, SEO, Countywide Planning & Development, (213) 922-7319
Daniel Levy, Chief Civil Rights Program Officer, (213) 922-8891

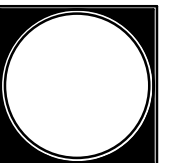
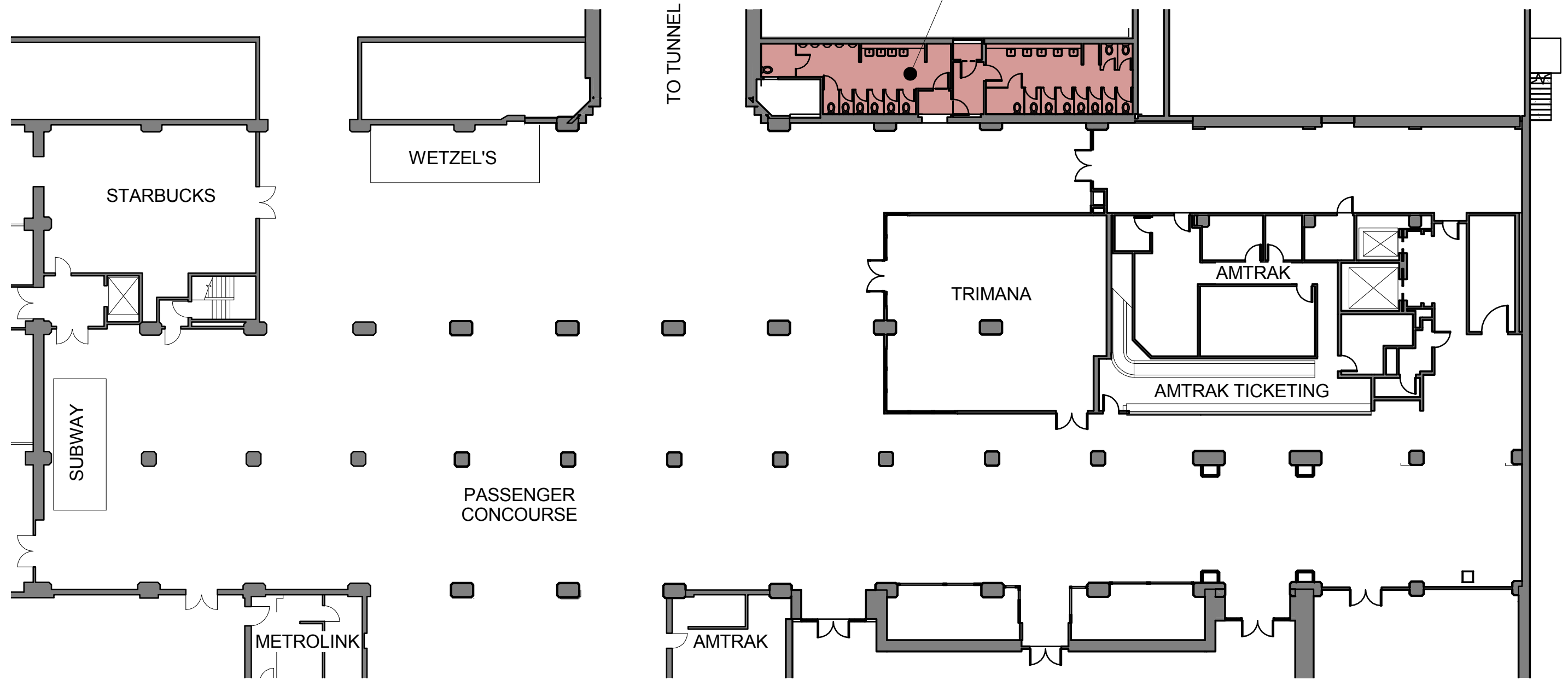
Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077

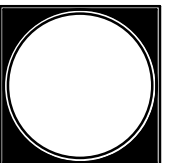
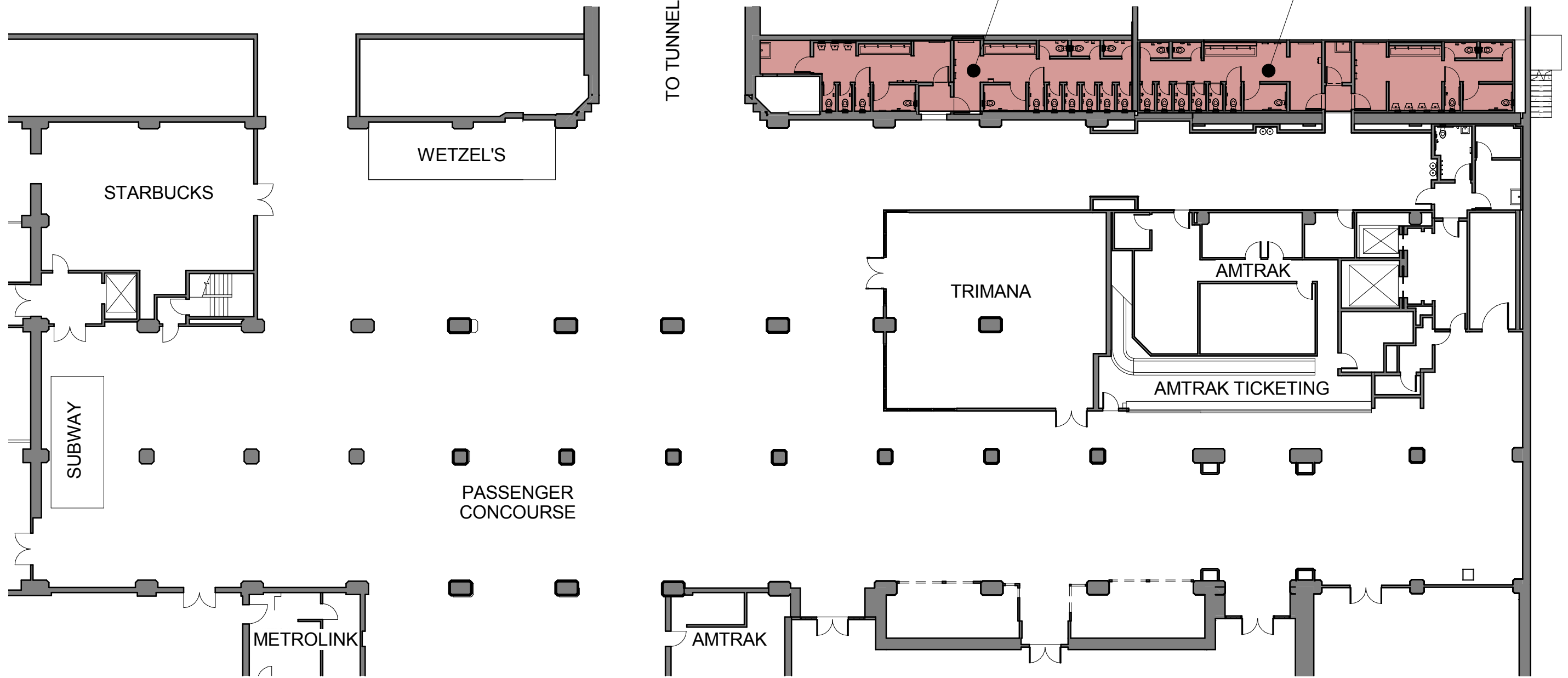


Phillip A. Washington
Chief Executive Officer

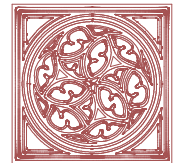
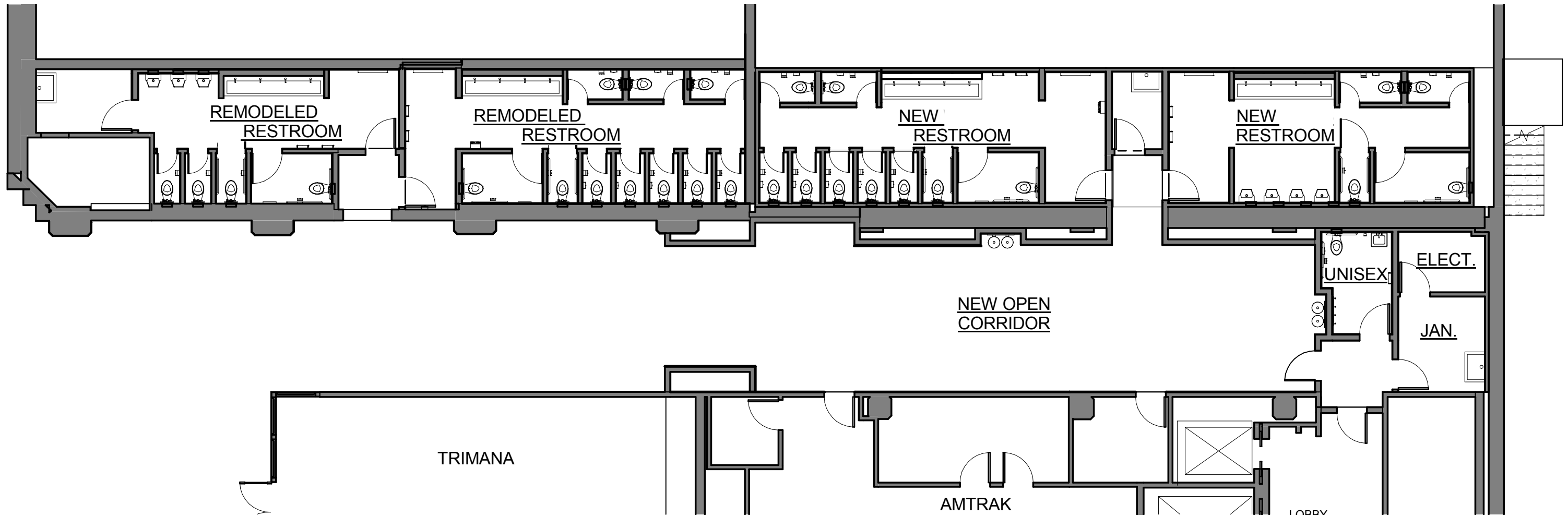
ATTACHMENT A

EXISTING RESTROOMS





TO TUNNEL

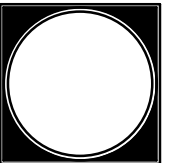


Architectural
Resources Group

PASSENGER CONCOURSE

PROPOSED RESTROOMS

LOS ANGELES UNION STATION
11216.01.018
03/27/17





Memorandum

To:	Andrina Dominguez, ENV SP, Environmental Specialist
From:	Namrata Cariapa ICF
Date:	June 9, 2017
Re:	CEQA Categorical Exemption for L.A. Union Station Renovations Projects

1. Introduction and Project Description

The Los Angeles County Metropolitan Transportation Authority (Metro) proposes to perform improvements at the historic Los Angeles Union Station (LAUS), located at 800 North Alameda Street, Los Angeles, California 90012. The proposed improvements that are the subject of this memorandum include a restroom expansion (Restroom Expansion Project), which involves remodeling and expanding the existing restrooms on the historic west side of Union Station, and Union Station East Phase V Wayfinding Signage (Signage Project), which seeks to unify the east campus of the property and the Metro Parking Garage with signage from the historic west side. Together, these renovation projects compose the Los Angeles Union Station Renovations Projects (proposed Project). These actions, which are exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15301, Existing Facilities, represent Class 1 exemptions, consisting of “the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination.” This memorandum documents why the proposed Project would not result in a significant impact on the environment and is therefore exempt from CEQA.

1.1 Restroom Expansion Project

The restroom expansion would involve remodeling existing restrooms on the historic west side of Union Station and constructing an expanded restroom facility. The restroom expansion would consist of demolition of tenant storage space, partial demolition of a utility tunnel, excavation of dirt infill below the utility tunnel’s slab floor, construction of new restrooms and egress areas, and remodeling the adjacent existing restrooms. The proposed design would increase the total number of water closets in the women’s restrooms by nine, the total number of water closets in the men’s restrooms by four, and the total number of men’s urinals by four. The restroom expansion would also involve construction/installation of a unisex employee restroom, janitor’s closet, two drinking

fountains/water bottle filling stations, and two service sinks. See Attachment 1 for existing conditions regarding the restroom facilities and Attachment 2 for the proposed restroom expansion plan.

1.2 Union Station East Phase V Wayfinding Signage Project

The Signage Project was developed through the Los Angeles Union Station Master Plan in 2015 as part of the Master Wayfinding Program. This improvement would include construction of a new main parking garage gantry as well as an “airport style” sign, directing drivers to a new pickup/drop-off area. The existing gantry structure at the main parking garage entrance would be replaced with new structural columns and sign panels. The “airport style” sign structure would consist of a 27-foot-high galvanized steel column with a 32-foot-wide by 10-foot-high cantilevered sign attached. The sign would be fabricated to applicable Los Angeles Department of Transportation and California Department of Transportation standards and specifications and would be illuminated. All signage improvements are proposed along Vignes Street; existing signage at this location would be removed. See Attachments 3 and 4 for existing conditions and proposed signage locations. Attachments 5 and 6 show the proposed signage plans for the “airport style” signage and parking structure gantry.

2. California Environmental Quality Act

The proposed Project constitutes a project, as defined by CEQA (California Public Resources Code Section 21000 et seq.). The CEQA Guidelines, Section 15367, state that a “lead agency” is “the public agency that has the principal responsibility for carrying out or approving a project.” Therefore, Metro is the lead agency responsible for the proposed Project.

Section 21084 of the Public Resources Code requires the CEQA Guidelines to include a list of the classes of projects that would not have a significant effect on the environment and, therefore, would be exempt from the provisions of CEQA. In accordance with Section 21084, CEQA Guidelines Section 15300 identifies those classes of projects that ordinarily do not have a significant impact on the environment. Section 15300.2 identifies exceptions to the use of CEQA exemptions. As described in Section 15300.2, a categorical exemption shall not be used if the project would result in a significant effect, a significant cumulative effect, damage to scenic resources, or a substantial adverse change in the significance of a historical resource. A categorical exemption shall also not be used for a project located on a site that is included on any list compiled pursuant to Section 65962.5 of the Government Code.

2.1 CEQA Determination

As lead agency, Metro has determined, based on the information and analysis summarized in this memorandum (see Section 3, below), that the proposed Project would not result in a significant effect on the environment. None of the exceptions identified in Section 15300.2 of the CEQA Guidelines are applicable to the proposed Project. Therefore, the proposed Project is considered to be exempt from CEQA, per Article 19, Section 15303, Class 3, New Construction or Conversion of Small Facilities. This categorical exemption applies to the construction and location of a limited number of new small facilities or structures, the installation of new small pieces of equipment or facilities in small structures, and the conversion of existing small structures from one use to another when only minor modifications are made to the exterior of the structures. The exemption includes a list of structures with maximum allowable sizes.

3. Environmental Analysis

The proposed Project has been evaluated, based on the environmental resource areas identified in the Initial Study Checklist (Appendix G of the CEQA Guidelines).

The site for the proposed Project is located in a developed urban area that contains no agricultural, forestry, mineral, or sensitive or special-status biological resources; therefore, the proposed Project would result in no impacts on those resources. Additionally, the proposed Project would not alter land forms, create unstable slopes, or be located in proximity to an active earthquake fault; therefore, it would not exacerbate any existing geologic hazards.

Because of the limited amount of excavation and soil disturbance that would occur as a result of construction of the proposed Project, which would be confined mostly within the LAUS building, the proposed Project would not result in adverse soil erosion impacts.

No residences or businesses would be displaced as a result of the proposed Project, and no housing would be provided. Therefore, the proposed Project would not result in population or housing impacts.

No recreational resources are located on the Project site or immediately adjacent to proposed construction activities. The proposed Project would not create an additional demand for public services; therefore, new or expanded public service facilities (e.g., police, fire, park facilities) would not be required.

The proposed Project would not physically divide a community because the proposed improvements, which would be relatively minor in scale, would be located within LAUS. The improvements would not displace any businesses or housing or diminish access to adjacent land uses. The proposed improvements would also not conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect (see the more detailed impact discussions that follow). Therefore, the proposed Project would not result in adverse land use impacts.

Impacts related to other environmental resources are discussed below.

3.1 Aesthetics

The site for the proposed Project is located within the Los Angeles Union Station Historic District (LAUSHD). The LAUSHD has substantial value as an aesthetic resource for the thousands of employees, customers, and visitors who utilize the space every day. The proposed Project would be designed to integrate into the historic fabric of the LAUS building and would not degrade or damage the existing visual character or quality of the LAUSHD, for the reasons described below. The proposed Project would not substantially degrade the existing visual character or quality of the site and its surroundings. The Signage Project, which was included in the Master Wayfinding Program that was completed for historic Union Station in 2015, seeks to unify the east campus of the property and the Metro Parking Garage with signage from the historic west side. Therefore, the new signage would be compatible with recent signage renovations. Additionally, the new signs would be located along Vignes Street, outside the boundaries of the LAUSHD, and therefore would not have an adverse effect on the visual setting of the historic structures within the LAUSHD.

As described in the memorandum prepared by Architectural Resources Group (ARG) (see Attachment 7 to this memorandum), the Restroom Expansion Project would require no change to the defining characteristics of LAUS and its site environment. In addition, the Restroom Expansion Project would occur within the existing envelope of the LAUS building and would not be visible from the exterior of the station.

The proposed Project would not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area. Furthermore, the new signage would not generate substantial light or glare, and the proposed lighting would be consistent with existing lighting for signage at the location for the Signage Project and throughout the LAUS campus.

The Restroom Expansion Project would occur within the envelope of the LAUS building; therefore, all light related to the restrooms would be contained within the building.

The proposed Project would not be located within or adjacent to a scenic vista or state scenic highway. Therefore, no significant impacts related to aesthetics would occur.

3.2 Air Quality

Construction activities would have minor impacts related to air quality (e.g., the generation of dust and use of construction equipment that would emit air pollutants). The increases in air pollutants would be negligible given the limited extent and duration of construction. As per all construction projects at Union Station, the areas under construction would be barricaded to protect the public. Construction would be short term. Unpleasant smells from paint and adhesives are anticipated, but all products that would be used during construction would adhere to low volatile organic compound (VOC) standards.

Operation of the proposed Project would result in minor indirect impacts on air quality. These would be related to the minor increases in energy consumption that would result from operating the renovated restrooms, drinking fountains/water bottle filling stations, and two service sinks. Therefore, no significant impacts related to air quality would occur.

3.3 Cultural Resources

Given the historic nature of LAUS, a memorandum was prepared by a qualified architect that evaluated the proposed Project's potential impacts on the LAUSHD. This memorandum is provided as Attachment 7.

As described in the attached memorandum, the Restroom Expansion Project would meet the Secretary of the Interior's Standards for Rehabilitation. These standards are applied under CEQA to evaluate the appropriateness of a project. Page 2 of Attachment 7 notes that:

A project that has been determined to conform with the Secretary of the Interior's Standards for the Treatment of Historic Properties can generally be considered to be a project that will not cause a significant impact (14 California Code of Regulations [CCR] Section 15126.4(b)(1)). In fact, in most cases, if a project meets the standards, it can be considered categorically exempt from CEQA (14 CCR Section 15331).

The memorandum analyzes the Restroom Expansion Project in light of 10 standards from the Secretary of the Interior's Standards for Rehabilitation. For all 10 standards, the Restroom Expansion Project either meets the Secretary of the Interior's Standards for Rehabilitation or the standards do not apply. A description of the standards can be found in Attachment 7. In addition, according to the geotechnical technical report prepared by Irvine Geotechnical for the Restroom Expansion Project, the soil beneath the site for the proposed Project contains fill; it does not contain any archaeological or paleontological resources or human remains (Irvine Geotechnical 2015 [*Geotechnical Engineering Exploration, Proposed Bathroom and Amtrak Ticketing Facility, Union Station*]).

Because the Signage Project is included in the Master Wayfinding Program, the new signage has already been determined to meet the Secretary of the Interior's Standards for Rehabilitation. Therefore, no significant impacts related to cultural resources would occur. Also, see the discussion of aesthetics in Section 3.1, above.

3.4 Greenhouse Gas Emissions

Given the limited project footprint and extent of construction, construction activities, including the use of construction equipment, would result in negligible increases in greenhouse gas emissions. Operation of the proposed Project would also result in very minor incremental increases in greenhouse gas emissions from the minimal increases in energy consumption that would result from operating the renovated restrooms, drinking fountains/water bottle filling stations, two service sinks, and new signage. Therefore, the proposed project would not result in a substantial contribution to cumulative greenhouse gas emissions impacts.

3.5 Hazards and Hazardous Materials

Construction of the proposed Project would include minor demolition of existing structures. According to a records search conducted on May 25, 2017, the site for the proposed Project does not contain any hazardous cleanup, permit, or other sites and is not listed as a contaminated groundwater site (EnviroStor [<http://www.envirostor.dtsc.ca.gov/public/>]; GeoTracker [<http://geotracker.waterboards.ca.gov/gama/>]).

Construction and demolition activities involving the handling of asbestos-containing materials, lead-based paint, or any other similar hazardous materials are strictly regulated. Construction personnel involved with the proposed Project would handle these materials in accordance with all applicable laws and regulations. Construction would occur northeast and approximately 300 feet away from the La Petite Academy day care center at LAUS; however, because hazardous materials would be properly managed and transported in compliance with the above-mentioned regulations, there would not be a risk at the academy related to hazardous materials. All construction work would be conducted in such a way as to ensure the safety of construction workers and the general public. Similarly, if any abatement of hazardous materials, such as lead-based paint or asbestos-containing materials, is required, these materials would be properly managed and transported in compliance with all applicable regulations, thereby minimizing the risk to construction workers and the general public posed by these hazards.

3.6 Hydrology and Water Quality

The nearest waterway to the site for the proposed Project is the channelized Los Angeles River, approximately 0.6 mile to the east. The proposed Project would not create a new direct connection to this water body. The nearest coastline is approximately 15 miles to the west. Construction would utilize best management practices (BMPs) in compliance with stormwater statutes, regulations, and permits to ensure proper control of runoff. The site for the proposed Project site is paved; the proposed Project would not change the permeability of the Project site. Therefore, no significant impacts related to hydrology or water quality would occur.

3.7 Noise

Construction activities would have minor impacts related to noise (e.g., from the use of tools and construction equipment). As per all construction projects at Union Station, the area would be barricaded to protect the public. Construction would be short term. Operation of the proposed Project would not result in any impacts related to noise.

3.8 Transportation/Traffic

Construction of the proposed Project would require workers to travel to the construction site, material and equipment deliveries, and waste hauling. However, given the minor scale of the renovations, the proposed Project would not generate significant amounts of traffic that would significantly affect transportation within and around LAUS or in the region. Temporary barricades to restrict pedestrian circulation would be installed around the perimeter of the Restroom Expansion Project site. All portions of LAUS not immediately adjacent to the Restroom Expansion Project site would remain accessible during construction.

Installation of the large sign on Vignes Street, under the Signage Project, would very likely require closure of one lane of traffic at the Metro Parking Garage entrance. This work would be done at night so as to avoid peak vehicular and bus traffic hours. Therefore, no significant impacts related to transportation or traffic would occur.

Attachments:

Attachment 1: Existing Conditions (restroom facilities)

Attachment 2: Proposed Restroom Expansion Plan

Attachment 3: Signage Locations

Attachment 4: LAUS Signage Existing Conditions

Attachment 5: "Airport Style" Signage

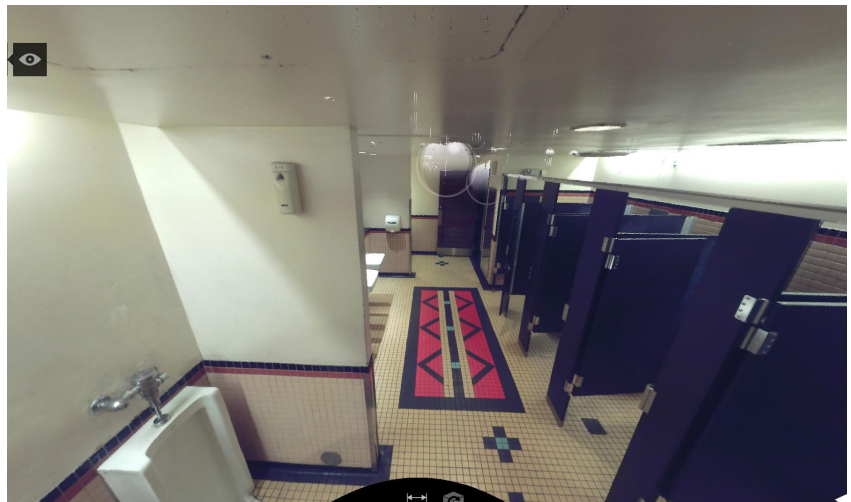
Attachment 6: Parking Structure Gantry Plan

Attachment 7: ARG Cultural Resources Memo

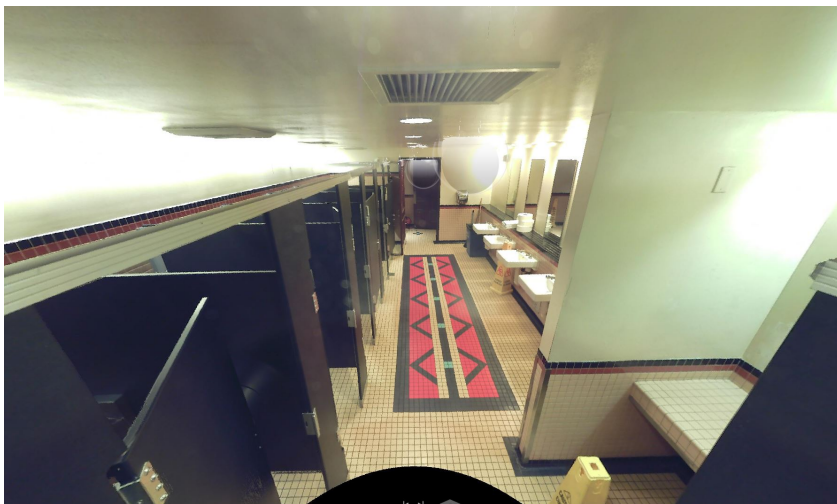
Attachment 1: Existing Conditions (restroom facilities)



Restroom Facility Entrance



Men's Restroom Facility



Women's Restroom Facility

Attachment 2: Proposed Restroom Expansion Plan

NO.	DESCRIPTION	DATE
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LOS ANGELES UNION STATION

PASSENGER CONCOURSE RESTROOM PHASE 1 - STORAGE RELOCATION
800 N. ALAMEDA
LOS ANGELES, CA

SHEET TITLE
KEY PLAN - FIRST FLOOR

ISSUANCE
SCHEMATIC DESIGN
6/2/2016

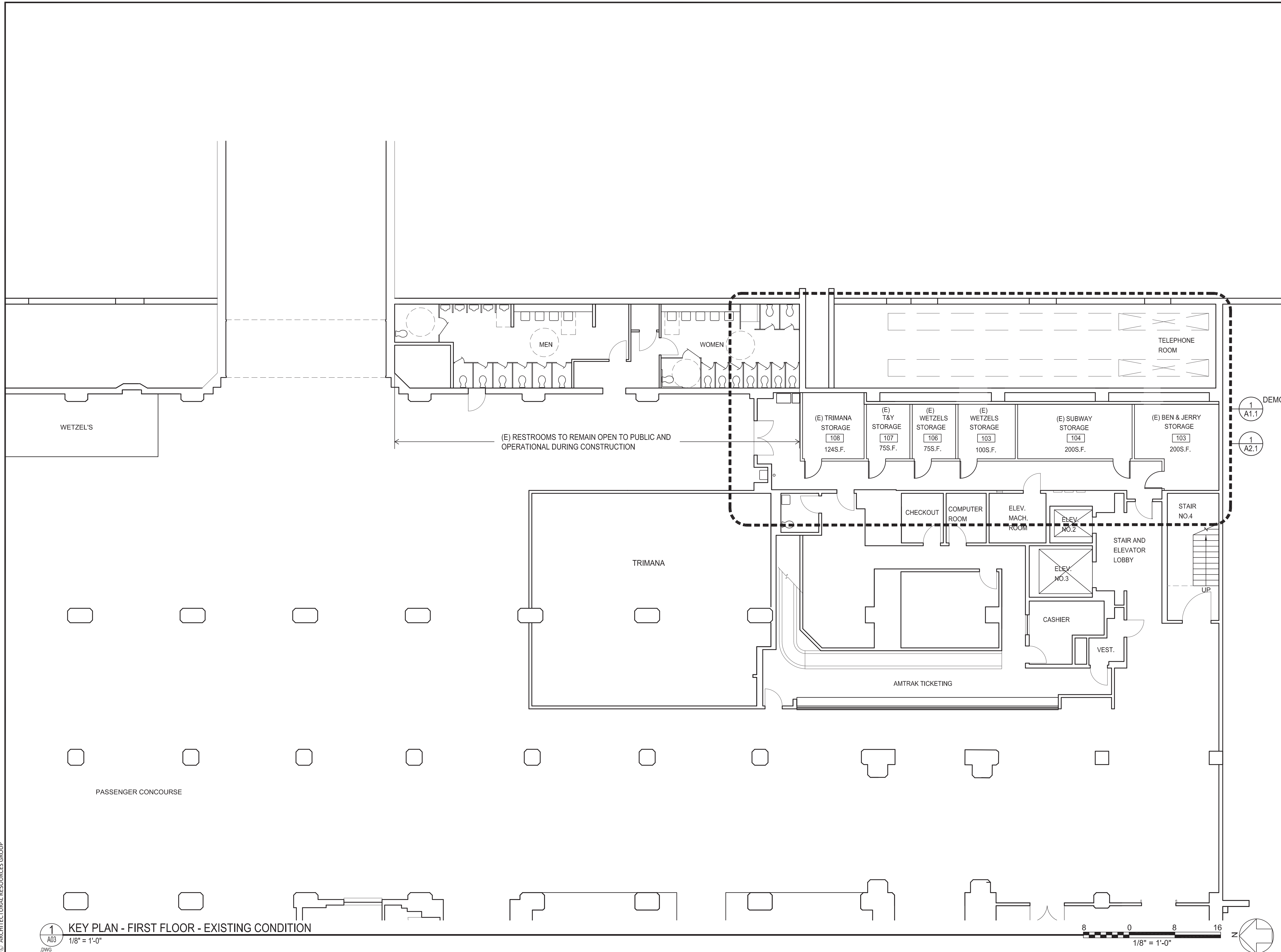
PROJ NO.
11216.01.18

DRAWN
AP

CHECKED
JD

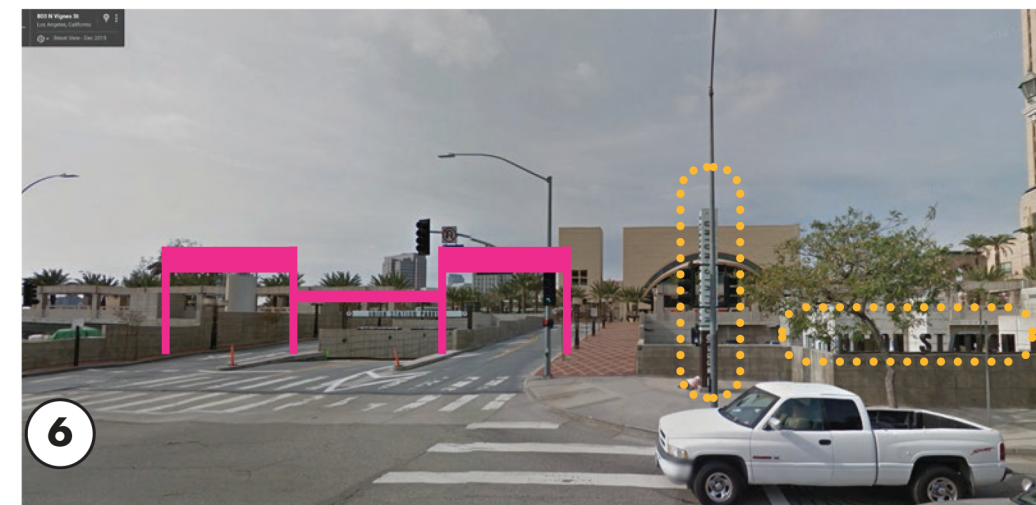
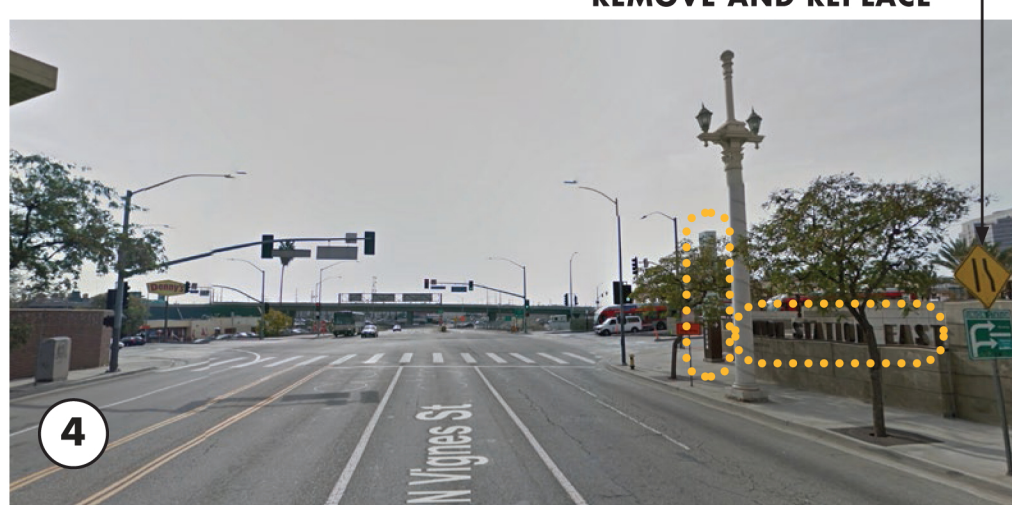
DRAWING NO.

A0.3
SHEET OF 00



Attachment 3: Signage Locations

Existing Union Station Sign
Proposed Union Station Sign



Attachment 4: LAUS Signage Existing Conditions



Existing Conditions



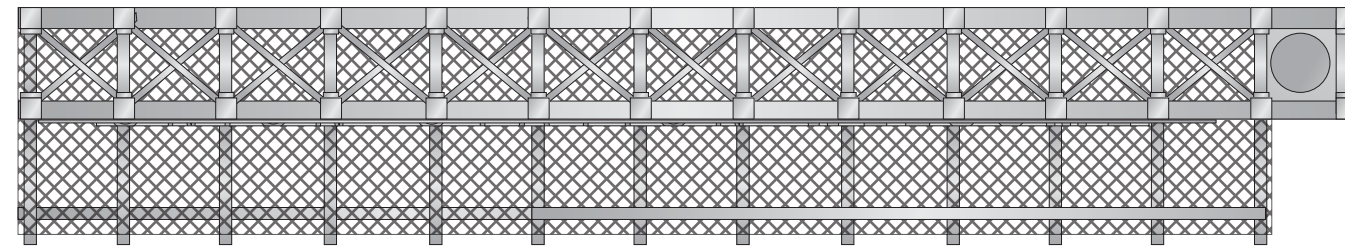
Architectural Rendering

Attachment 5: "Airport Style" Signage

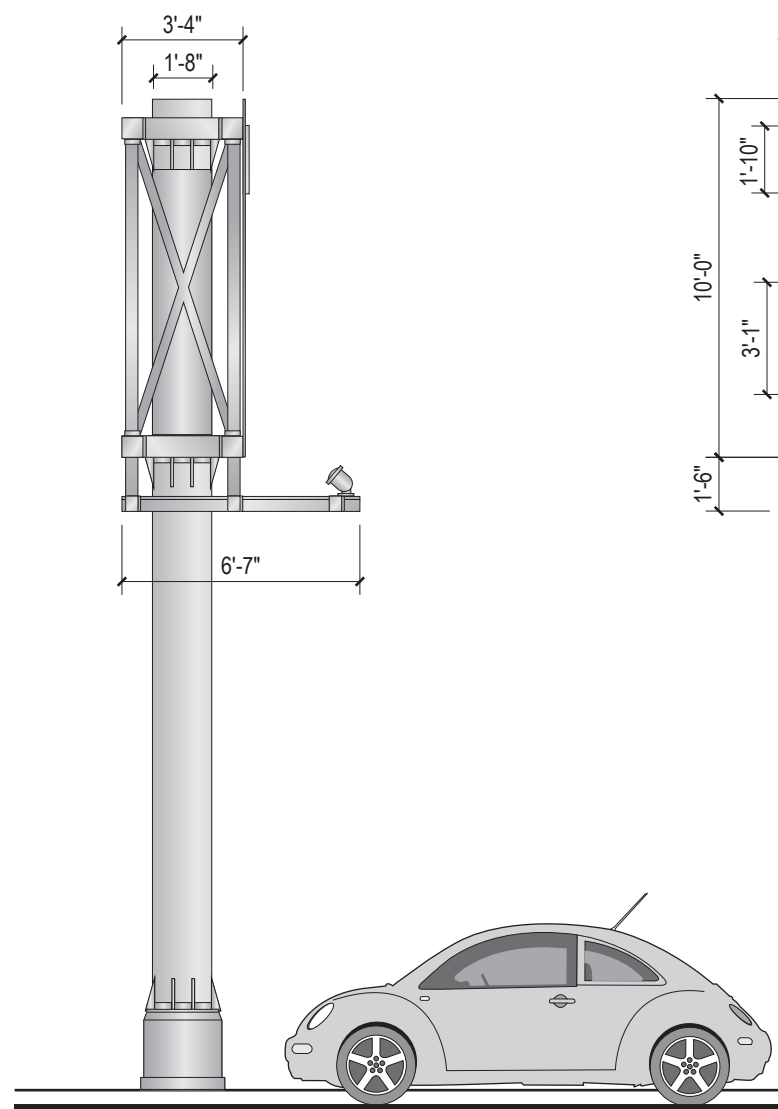
NOTES

1. **Cantilever Sign Structure:** Galvanized steel structural column, footing, support truss and access deck. Fabricator to engineer to applicable LADOT and CalTrans standards and specifications.
2. **Lighting:** Uplights mounted to access decking.
3. **Sign Panel:** Aluminum sheeting to comply with ASTM B209.
4. **Retroreflective Sheeting:** 3M Diamond Grade sheeting (V1).
5. **Symbols and Text:** Laser cut 3M Diamond Grade sheeting (V2).
6. **Dimensional Letterforms:** 1.5" D painted aluminum attached to the sign panel with concealed mechanical fasteners (P1).

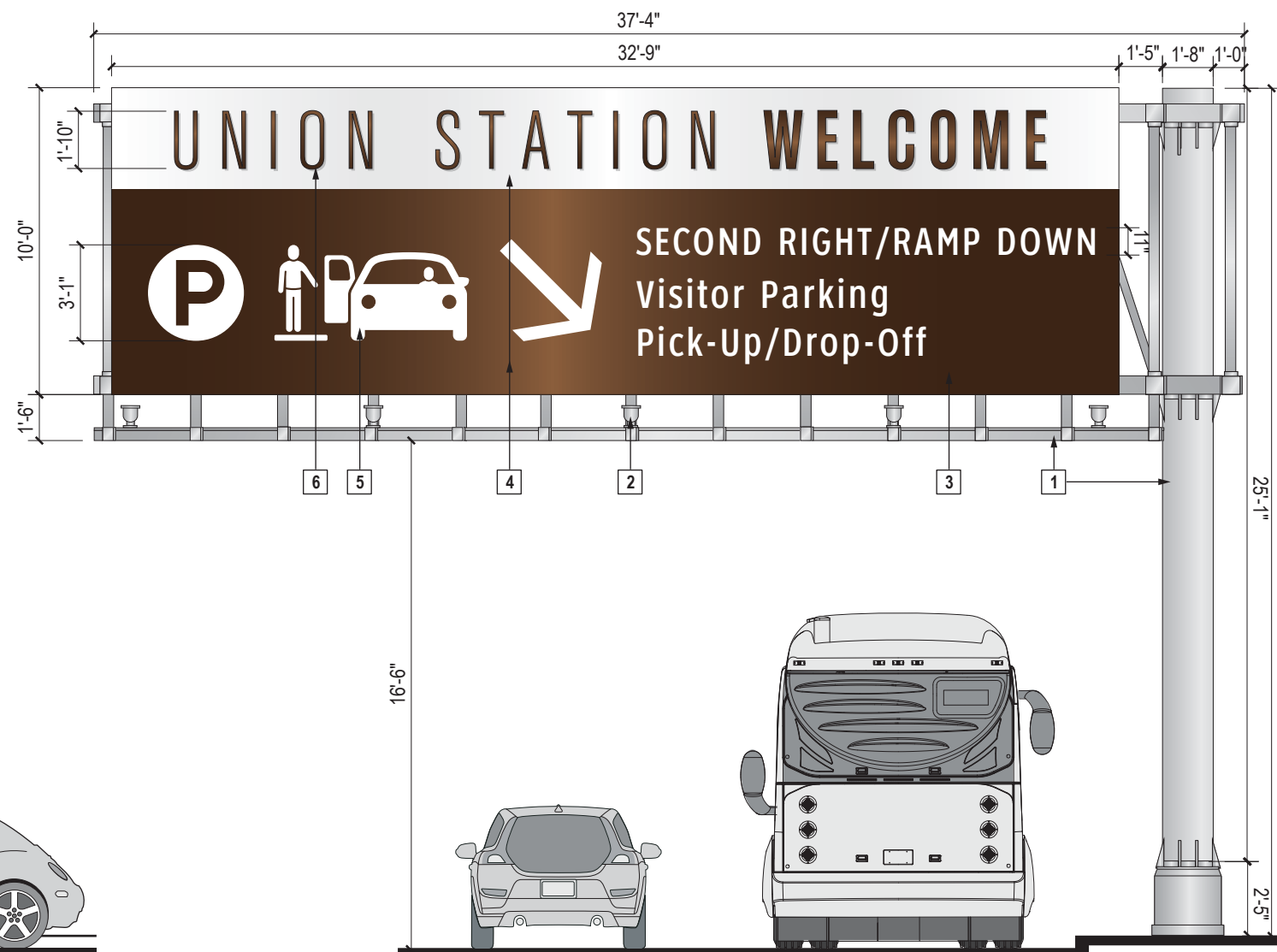
FABRICATOR TO PRICE BOTH OPTIONS 1 AND 2.



3 TOP VIEW DETAIL
scale: 3/16" = 1'-0"



2 SIDE ELEVATION
scale: 3/16" = 1'-0"

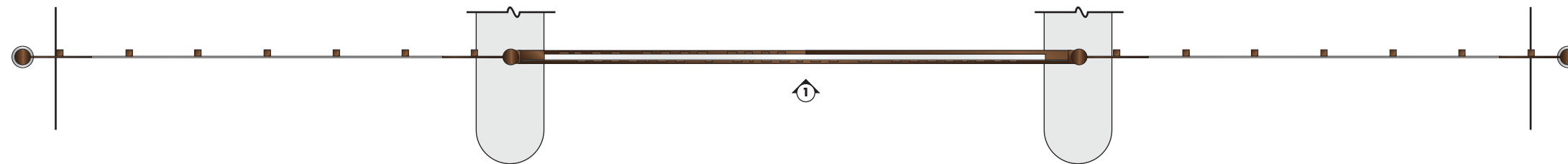


1 ELEVATION
scale: 3/16" = 1'-0"

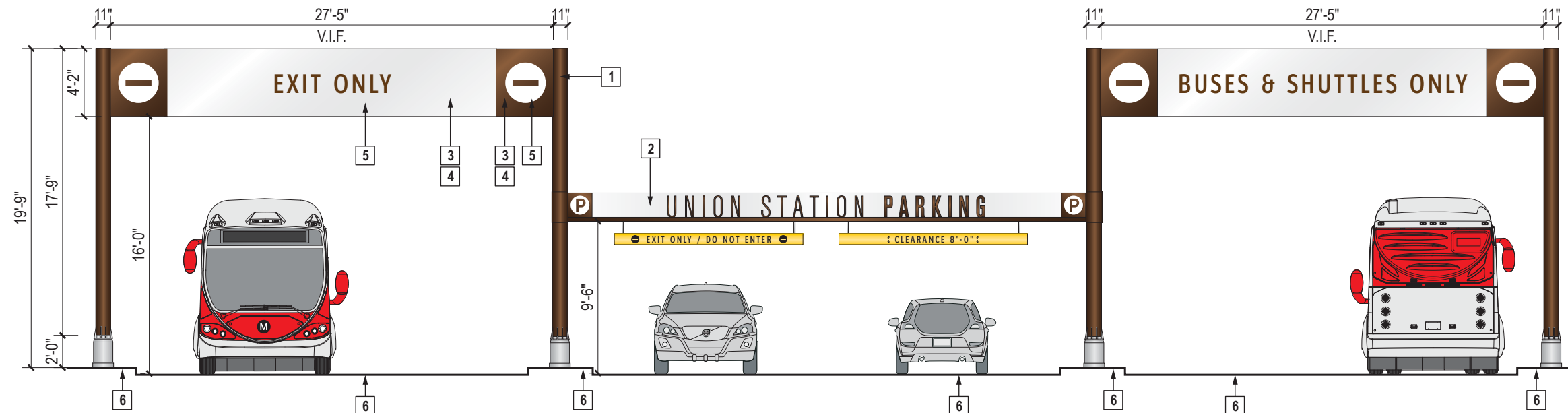
Attachment 6: Parking Structure Gantry Plan

NOTES

1. **Sign Structure:** Painted structural columns (P1) mounted to existing curbs . Fabricator to engineer structure, footings and all attachments.
2. **Existing Internally Illuminated Gantry:** Remove existing gantry, clearance bars and columns. Replace gantry between new structural columns as shown.
3. **Sign Panel:** Aluminum sheeting to comply with ASTM B209. Provide stiffeners and backing as required
4. **Retroreflective Sheeting:** 3M Diamond Grade sheeting, colors as shown.
5. **Symbols and Text:** Laser cut 3M Diamond Grade sheeting, colors as shown.
6. **Field Verification:** Fabricator to verify all existing conditions including driveway widths, sidewalk widths and support walls.



2 PLAN VIEW
scale: 1/8" = 1'-0"



VIGNES ENTRY WEST

1 ELEVATION
scale: 1/8" = 1'-0"

Attachment 7: ARG Cultural Resources Memo

Memorandum

To: Kenneth E. Pratt
L. A. Metro
Director of Union Station Property Management
Countywide Planning and Development Dept.

Project: Union Station Restroom Expansion *Standards* Analysis
Project No.: 11216 BG018, L. A. Union Station On-Call/Restroom Expansion
Date: March 20, 2017
Via: Email

At the request of Morlin Asset Management, Architectural Resources Group (ARG) has reviewed the proposed design for the Restroom Expansion at the southeast end of the historic passenger concourse in Los Angeles Union Station (“Union Station,” “the Station”). We have prepared this analysis to determine for your information whether the proposed project meets the *Secretary of the Interior’s Standards for Rehabilitation* (the *Standards*) in terms of its potential impact to the historic Los Angeles Union Station National Register District. Due to the District’s National Register listing, it is a historic resource for purposes of the California Environmental Quality Act (CEQA). The intent is to demonstrate whether the proposed project will have an adverse impact to historic resources (the Union Station National Register District).

The Proposed Project

The proposed project involves remodeling existing restrooms and constructing new restrooms at the southeast end of the passenger concourse. This memo is based on the construction document drawings dated January 11, 2017. The proposed project comprises the demolition of tenant storage space, the partial demolition of a utility tunnel, the excavation of dirt infill below the utility tunnel’s floor slab, the construction of new restrooms and egress, and the remodeling of adjacent existing restrooms. The proposed design will increase the total number of water closets in the women’s restrooms by nine, the total number of water closets in the men’s restrooms by four, and the total number of men’s urinals by four. The project also involves the construction/installation of an employee unisex restroom, janitor’s closet, two drinking fountains/water bottle filling stations, and two service sinks.

ARG Qualifications

Architectural Resources Group is the architect for the proposed project. ARG has served as the on-call architect for Metro/Morlin Management at Union Station since 2011 (and previously for prior ownership since 2007). ARG has over 35 years of architecture, planning, and conservation practice in California focused mainly on historic resources, both in their rehabilitation and in the design of additions and new

construction at historic properties. Most of the firm's projects are designed and executed according to the *Secretary of the Interior's Standards for Rehabilitation*, frequently under the review of local government preservation authorities, the State Office of Historic Resources, or the National Park Service. ARG maintains three offices, located in San Francisco, Pasadena, and Portland, OR, with over fifty staff. All ARG professional staff meet the *Secretary of the Interior's Professional Qualifications Standards* in architecture, architectural history, or history. ARG was selected as the Firm of the Year in 2006 by the California Council of the American Institute of Architects, the first historic preservation firm to be so honored.

The Secretary of the Interior's Standards for Rehabilitation

The *Secretary of the Interior's Standards for Rehabilitation* (the *Standards*) are a set of treatment standards for historic buildings developed by the National Park Service. The *Standards* are used at the federal, state, and often the local level to provide guidance regarding the suitability of various elements of a proposed project that could affect a historic resource. The *Standards* are employed under CEQA by the lead agency to determine the appropriateness of such a proposed project. As noted in *the California Office of Historic Preservation Technical Assistance Series #1, California Environmental Quality Act (CEQA) and Historical Resources*:

A project that has been determined to conform with the *Secretary of the Interior's Standards for the Treatment of Historic Properties* can generally be considered to be a project that will not cause a significant impact (14 CCR § 15126.4(b)(1)). In fact, in most cases if a project meets the *Standards* it can be considered categorically exempt from CEQA (14 CCR § 15331).¹

The National Park Service notes the following regarding the use of the *Standards*:

The *Standards* (Department of Interior regulations, 36 CFR 67) pertain to historic buildings of all materials, construction types, sizes, and occupancy. They encompass the building's exterior and the interior; its related landscape features, site, and environment; and attached, adjacent, or related new construction. The *Standards* are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

Further, Rehabilitation as a treatment approach for historic properties is defined as follows:

"the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural, and cultural values."

¹ Document can be found on line at:

<http://ohp.parks.ca.gov/pages/1069/files/11%20online%20resources.pdf>

Following is a discussion of the appropriateness of the proposed project's design based on conformance with the ten *Standards*.

1. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

The proposed project meets Standard #1. The proposed location for the restroom expansion is in a space currently occupied by an unexcavated dirt area below a pipe tunnel. The pipe tunnel's floor slab sits approximately 10' above the ground level of the passenger concourse. The construction of the new restrooms requires a roughly 72' long by 18' wide by 10' deep dirt area under the tunnel's floor slab to be excavated. The tunnel's floor slab and north wall will be demolished during excavation, and an opening will be cut in the concrete wall abutting the dirt infill to the west. Though the tunnel and space below it will undergo alterations, these areas were not historically and are not currently character-defining features of Union Station. As such, changes to the tunnel and ground below it will not have an impact on the defining characteristics of the Station and its site and environment.

The proposed project also includes remodeling the existing public restrooms and replacing the existing tenant storage with a corridor providing egress to the new restrooms, a janitor's closet, and an employee unisex restroom. The existing restrooms and storage were constructed in the 1980s and 1990s, and replaced original back-of-house spaces, including a distribution center and tenant locker rooms and restrooms. The restroom remodel and storage demolition require no change to the defining characteristics of the Station and its site and environment.

2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

The proposed design meets Standard #2. The project applies to existing non-historic restrooms, non-historic tenant storage, and a utility tunnel/ground under the utility tunnel. No historic materials or features that characterize the Station will be affected. As such, the overall historic character of Union Station will be retained and preserved.

3. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

The design of the proposed project meets Standard #3. The additional features proposed for the new and remodeled restrooms are distinct from the historic materials and features and easily discerned as contemporary additions.

- 4. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.**

Standard #4 is not applicable. No features of this description are affected by the project.

- 5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.**

Standard #5 is not applicable. No distinctive features, finishes, construction techniques, or examples of craftsmanship will be affected by this project.

- 6. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.**

Standard #6 is not applicable. The proposed restroom expansion and remodel does not involve the treatment or repair of historic materials.

- 7. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.**

Standard #7 is not applicable. The proposed project does not involve the cleaning or surface treatment of any historic materials.

- 8. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.**

Construction of the new restrooms will require the excavation of a roughly 72' long by 18' wide by 10' deep dirt area under the floor slab of an existing pipe chase. In order to comply with Standard #8, ARG recommends that a Cultural Resource Management (CRM) firm be consulted for an assessment of archaeological sensitivity; if the consultant finds the area has potential to contain intact subsurface resources, a Monitoring and Discovery Plan should be in place prior to the commencement of this phase of the project and an archaeological monitor should be on site for all ground disturbance.

- 9. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.**

The proposed project meets Standard #9. The construction of new restrooms will require the partial demolition of a utility tunnel, excavation of the ground below the tunnel, and demolition of non-historic tenant storage. None of these spaces contain historic materials that characterize the Station. The new restrooms and remodeled existing restrooms will be designed with architectural features and materials that are compatible with, but differentiated from the historic features and materials in the passenger concourse.

10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

The proposed design meets Standard #10. The restroom expansion and remodel is in back-of-house and utility spaces. The restroom remodel is occurring within the existing envelope of the building, and although the restroom expansion involves some excavation, the new construction will not be visible from the exterior of the Station. For these reasons, the essential form and integrity of the Station and its environment would be unimpaired if these changes were to be removed in the future.

We would be happy to discuss the project further and provide whatever guidance we can to see this enhancement of facilities successfully incorporated into the historic property.

Sincerely,



Evanne St. Charles
Architectural Historian and Historic Preservation Planner

cc: Christopher Smith, Principal, ARG
Jen Dunbar, AIA, Senior Associate, Project Manager/Project Architect, ARG

ATTACHMENT C

SUMMARY TEN-YEAR CAPITAL PLAN

The Los Angeles Union Station (Union Station) Ten-Year Project Projection identifies the known major Capital Improvement Projects for the station. The attached spreadsheet, Cost Center 4520 – 10 Year Budget, divides those projects into: (a) current Capital Projects underway with Project Numbers; and (b) Identified Future Projects with Project Numbers as TBD.

We have one current Capital Improvement Project in progress in the station; Fire, Life, Safety/ADA and LED lighting. Currently, that project is progressing on schedule and within budget.

Identified Future Projects were prioritized on the basis of state of good repair, public safety, compliance with law, enhancing Union Station as a Transit Oriented Destination and being “customer-centric”, and meeting passenger needs for Metro, Amtrak and Metrolink. The restroom project is the number one Identified Future Project for Union Station out of a total of nine Future Projects listed.

All of the proposed projects are motivated by the foregoing criteria. Major projects include:

- The Ticket Concourse restaurant concept would be placed behind the Ticket Counter and seat approximately one hundred diners. The main floor area of the Ticket Concourse would remain available for event booking.
- Passenger Concourse Restack includes the co-location of businesses and services that have customers and functions in common and the creation of a European-style food hall offering a variety of eateries and experiences. This project is triggered by implementation of the LinkUS project which relocates certain Amtrak facilities into the new concourse.
- The Amtrak Bus Parking Security facility is a future project for which Amtrak would be asked to provide a capital contribution.

The balance of the projects represent ongoing restoration and refurbishment projects required to maintain the historic structure. As with any plan, modifications to the list and their individual projected timing may be amended as more knowledge evolves.

		Non-Labor Expenses										Assumptions Detail				
Project Num	Project Name	18	19	20	21	22	23	24	25	26	27	Applied Assumpt	If other assumption, explain	Justification	Project Priority (Low/Medium/High)	
610061	OWNED PROPERTY	3,880,692.00	3,206,677	3,306,062	3,408,589	3,514,358	3,623,476	3,736,053	3,852,200	3,972,034	4,095,677	CPI	CPI assumed 3-percent and cost inflation of 5-percent for insurance.	Operating Expense Reimbursement to Thir-Party Management Company.	High	
210145	UNION STATION FLS-ADA & LED	6,674,000.00	6,675,000										Second part half of project work	Continuation of Board Directed Project.	High	
320011	UNION STATION	60,000.00	61,068	62,186	63,398	64,698	65,940	67,199	68,496	69,832	71,194	CPI	3-percent cost infaltion assumed	Cost for Audit of Union Station required annually.	High	
TOTAL	TOTAL		9,942,745	3,368,248	3,471,987	3,579,056	3,689,416	3,803,252	3,920,696	4,041,866	4,166,871					
		Non-Labor Expenses										Assumptions Detail			Description and Scope	
Project Num	Project Name	18	19	20	21	22	23	24	25	26	27	Applied Assumpt	If other assumption, explain	Justification	Description (if new)	Scope of Work
TBD	Men's & Women's Restrooms - Union Station		7,950,000									Other	Cost estimated and provided as total Expected project cost.	Required to bring to needed capacity for current and future use of station. Current restroom facilities are not meeting passenger needs for Amtrak, Metrolink, or Metro ridership.	Construction of New Men's and Women's Restrooms & Renovation of Existing M/W Restrooms	Construction of New Men's and Women's Restrooms & Renovation of Existing M/W Restrooms
320011	State of Good Repair -metals resonation (every 5 years) -wood restoration (every 6 years) -Parking lot slurry/stripe (every 6 years) -station wide repainting (every 5 years) -tile replacement (4th year and as needed)	0	0	2,000,000	2,500,000	1,000,000	0	0	0	2,000,000	1,500,000	Other	Cost estimated and provided as total Expected project cost.	Projects are required to ensure safe and well maintained station for passengers. Deferring items listed will only increase total costs in later budget year.	Continue to maintain Union Station existing infrastructure as required to provide for long-term asset life and avoidance of increased costs due to deferred maintenance.	Restoration of Metal Windows & Doors, Restoration of Wood Counters & Chairs, Station-wide Slurry & Stripe, Interior & Exterior Painting including patching of concrete spalls throughout, Recreation of historic tile & replacement of damaged tiles throughout main station
TBD	Amtrak Bus Plaza Security							3,500,000				Other	Cost estimated and provided as total Expected project cost.	Required to ensure safe and productive business environment for Amtrak bus terminal operations.	Installation of Security Booth, Parking Control Gates & Pedestrian Safety Fencing @ Amtrak Bus Plaza	Installation of Security Booth, Parking Control Gates & Pedestrian Safety Fencing @ Amtrak Bus Plaza
TBD	Ceiling Restoration				1,500,000	1,500,000						Other	Cost estimated and provided as total Expected project cost.	Years of neglect prior to Metro ownership have left historically protected ceiling in poor condition. Continued deferred maintenance will only increase costs for restoration in coming years. Lower cost alternatives to replace ceiling tiles are not possible due to preservation requirements.	Cleaning & Painting of Waiting Room Ceiling & Ticket Concourse Ceiling	Cleaning & Painting of Waiting Room Ceiling & Ticket Concourse Ceiling
TBD	Parking Lot G Renovation						4,725,000					Other	Cost estimated and provided as total Expected project cost.	Required to ensure needed parking requirements and capacity are met as well as replacement of collapsed utility lines, inefficient lighting, and corroded asphalt.	Installation of Parking Control Gates, New underground utilities, lighting, asphalt & striping	Installation of Parking Control Gates, New underground utilities, lighting, asphalt & striping
TBD	Ticket Concourse Restaurant								3,200,000	3,200,000		Other	Cost estimated and provided as total Expected project cost.	Required to bring high quality tenant aligned with Metro vision for Union Station. Tenant will be a revenue producer and source of income for Metro once in place.	Landlord work associated with new Ticket Concourse Tenant	Landlord work associated with new Ticket Concourse Tenant
TBD	Expansion Joint Renovation			750,000								Other	Cost estimated and provided as total Expected project cost.	Required to ensure plumbing systems are adequate and will be able to maintain daily ridership projections for Union Station into the future as well as reduce leaks, avoid damage to underlying foundation, and reduce causes of public health issues related to and associated with moisture.	Renovation of copper expansion joints throughout main building including new waterproofing system	Renovation of copper expansion joints throughout main building including new waterproofing system
TBD	Passenger Concourse Restack								5,000,000	5,000,000	5,000,000	Other	Cost estimated and provided as total Expected project cost.	Required to accommodate future transit projects as outlined in LinkUSA and other plans for Union Station's growth as LA's Rail Hub.	Multi-phased reconfiguration of Passenger Concourse	Multi-phased reconfiguration of Passenger Concourse
TBD	Landscaping Renovation									1,500,000	1,500,000	Other	Cost estimated and provided as total Expected project cost.	Beatification project to ensure Union Station Represents Los Angeles as premier economic driver of Southern California during lead up to expected international events of 2028.	Landscaping Renovation @ Historic Station	Landscaping Renovation @ Historic Station
			7,950,019	2,750,020	4,000,021	2,500,022	4,725,023	3,500,024	5,000,025	11,700,026	11,200,027					

UNION STATION RESTROOM EXPANSION & RENOVATION

Construction Committee

November 16, 2017



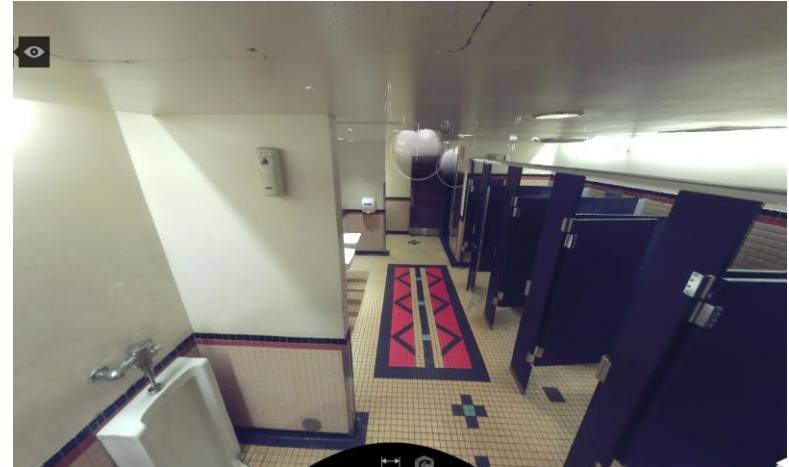
AGENDA

- Existing Conditions
- Operational Challenges
- Code Requirements
- Expansion Feasibility Study
- Preparing for the Future



EXISTING CONDITIONS

- * The current restrooms were built in the early 2000's, or roughly 15 years ago.
- * Heavy use has rapidly been deteriorating infrastructure causes approximately 100 full restroom closures annually.
- * The existing plumbing system is not able to handle the heavy abuse from patrons putting non-waste items in toilets.
- * The facilities do not meet current code requirements for access or fixture count based upon the number of patrons who visit Union Station.
- * The plumbing fixtures utilize more water, and the lighting and mechanical systems use more energy than necessary due to age.
- * Lack of proper ventilation causes interior area to smell bad. This air also sits stagnant in the in the Passenger Concourse impacting patrons to the Shoe Shine Booth, Trimana, Amtrak, Metrolink . . .



Existing Men's Restroom



Existing Women's Restroom

OPERATIONAL CHALLENGES

Current Restroom Facility @ Union Station causes negative impact on:

Engineering time spent responding to restroom issues is 45% of emergency work orders. Other work orders become delayed.

Security coverage when facilities are closed causes guard coverage at other areas of the station to be reduced so guards can cover the restroom closure.

Janitorial crews spend increased times cleaning facilities, causing other shift work to be delayed.

Public complaints about lack of facilities.

Passenger complaints negatively impact Metro, Metrolink & Amtrak ridership and associated amenities (e.g., retail and services).

Tenants receive complaints from customers, negatively impacting their business. Employees of tenants have no restroom facilities available within state mandated distance of work area.

CODE REQUIREMENTS

Current Restroom Facilities do not meet California Plumbing Code:

- * One set of restrooms is deficient by 7 toilet fixtures.
- * Lavatory count is deficient by 3 fixtures.
- * Drinking Fountain count is deficient by 4 fixtures.
- * There are no wheelchair accessible ADA compliant stalls in either existing restrooms - CBC 213.3.1
- * No Ambulatory Accessible Compartment exists – CBC 213.3.1

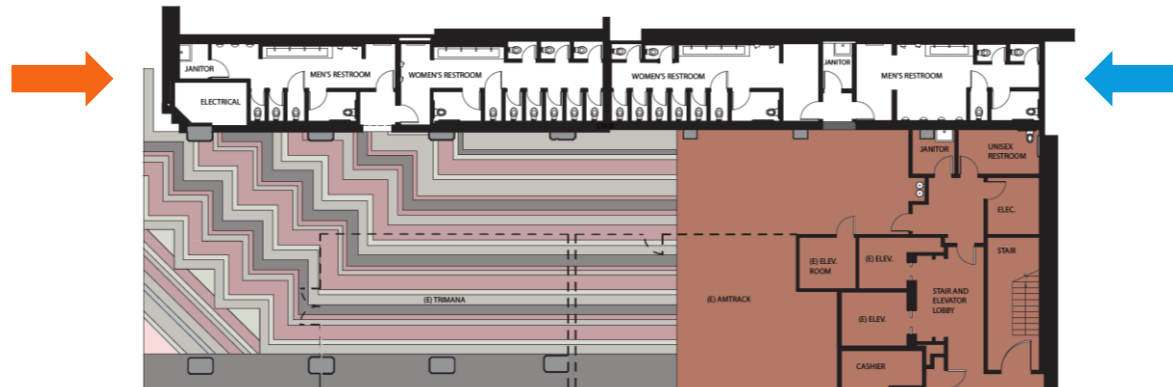
Los Angeles Union Station Fixture Count Analysis [without Ticketing Concourse]

Existing Conditions									
				WC	Urinals		Lavs	DF	Service Sink
Passenger Concourse	Men			7	5		4	1	1
	Women			10	0		5		
Traxx	1 Unisex			1	0		1	0	
Total Restrooms									
	Uni			1	0		1	1	1
	Men			7	5		4		
	Women			10	0		5		
Minimum Required Fixture Count									
Group B									
	Men	225.15		4	3		4	2	1
	Women	225.15		11			5		
Group A2 (restaurants)									
	Men	91.16667		2	1		1	2	1
	Women	91.16667		3			1		
Group A3 (assembly)									
	Men	83.06667		1	1		1	1	1
	Women	83.06667		3			1		
Total Restrooms									
	Men			7	5		6	5	3
	Women			17	0		7		
ADA notes:									
1) Where toilets are provided, at least one compartment shall be wheelchair-accessible.									
2) In addition to the accessible compartment, where six (6) or more toilet compartments are provided, or where the combination of urinals and water closets totals six (6) or more fixtures, at least one compartment shall be an "Ambulatory Accessible Compartment." CBC 213.3.1									

EXPANSION FEASIBILITY STUDIES

- * Soils Testing & Reports includes environmental and a CEQA Categorical Exemption (CE) are completed
- * Exploratory Demolition of structural walls to determine materials & construction of original building
- * Removal of dead or unused electrical & plumbing infrastructure
- * Laser scanning & modeling of entire Passenger Concourse & existing restroom facilities
- * Structural & Shoring pre-engineering studies nearly complete
- * Electrical & plumbing surveys of all surrounding infrastructure to determine use of the most efficient systems.

Existing Restrooms to be renovated in Phase 3



New Expanded Restroom Area to be constructed in Phase 2.

PREPARING FOR THE FUTURE



Views of the historic restrooms

PREPARING FOR THE FUTURE



Some of the proposed finish selections



PREPARING FOR THE FUTURE

- New facilities will be completely independent of each other. If one restroom needs to be closed for maintenance, there will still be a fully functioning set of restrooms at all times.
- State-of-the-Art Plumbing system will virtually eliminate opportunities for main line blockages. All clogs will be locally accessible at the toilet fixture, allowing engineering to resolve the issue quickly.
- Water consumption with new Plumbing system will decrease by 60%.
- New energy efficient lighting increases sustainability efforts.
- HVAC system will provide proper air flow and will be tied to new Central Plant system. This will provide more efficiency than stand-alone package units and allow engineering to control the system more effectively.
- Heavy duty fixtures, cement wall partitions and high ceilings will deter vandalism.
- No structural/shoring impacts to LinkUS project or Master Plan project.
- Positive public experience.
- Fewer complaints from patrons or tenants.

COMMENTS / NOTES