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Agenda - Final

Thursday, September 22, 2022

10:00 AM

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Board of Directors - Regular Board Meeting

Ara J. Najarian, Chair
Jacquelyn Dupont-Walker, 1st Vice Chair
Janice Hahn, 2nd Vice Chair
Kathryn Barger
Mike Bonin
James Butts
Fernando Dutra
Eric Garcetti
Paul Krekorian
Sheila Kuehl
Holly J. Mitchell
Tim Sandoval
Hilda Solis
Gloria Roberts (Interim), non-voting member

Stephanie Wiggins, Chief Executive Officer

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

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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 one (1) minute during this Public Comment period or at the discretion of the Chair. Speakers will be called according to the order in which their requests are submitted. Elected officials, not their staff or deputies, may be called out of order and prior to the Board's consideration of the relevant item.

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.

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.

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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.

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x7 русский *(Russian)*
x8 Հայերէն *(Armenian)*

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La Reunion de la Junta comienza a las 10:00 AM, hora del Pacifico, el 22 de Septiembre de 2022. Puedes unirte a la llamada 5 minutos antes del comienso de la junta.

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Written Public Comment Instruction:

Written public comments must be received by 5PM the day before the meeting.
Please include the Item # in your comment and your position of “FOR,” “AGAINST,” "GENERAL COMMENT," or "ITEM NEEDS MORE CONSIDERATION."
Email: BoardClerk@metro.net
Post Office Mail:
Board Administration
One Gateway Plaza
MS: 99-3-1
Los Angeles, CA 90012

CALL TO ORDER

ROLL CALL

1. APPROVE Consent Calendar Items: 2, 10, 12, 13, 16, 18, 19, 20, 25, 26, 28, 31, 32**, 33**, 34, 35**, 36, 37, 38, 39, 40, 41 and 47.

Consent Calendar items are approved by one vote unless held by a Director for discussion and/or separate action.

**Item requires 2/3 vote

All Consent Calendar items are listed at the end of the agenda, beginning on page 10.

NON-CONSENT

3. SUBJECT: REMARKS BY THE CHAIR 2022-0654

RECOMMENDATION

RECEIVE remarks by the Chair.

4. SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER 2022-0655

RECOMMENDATION

RECEIVE report by the Chief Executive Officer.

AD HOC 2028 OLYMPICS COMMITTEE MADE THE FOLLOWING RECOMMENDATION AS AMENDED BY BUTTS AND NAJARIAN (5-0):

9. SUBJECT: UPLIFTING ARTS, CULTURE, AND RECREATION DURING THE 2028 OLYMPIC AND PARALYMPIC GAMES MOTION 2022-0643

RECOMMENDATION

APPROVE Motion by Directors Solis and Garcetti that the Board of Directors direct the Chief Executive Officer to:

A. As part of the 2028 MCP, identify funding and develop recommendations to launch a special grant program dedicated to transforming our streets and transportation facilities into temporary centers of art, culture, and recreation to engage the local communities in the spirit of the Olympic Games before and/or during the 2028 Olympic and Paralympic Games;

B. Collaborate with the Los Angeles County Department of Arts and Culture, Los Angeles County Department of Parks and Recreation, the City of Los Angeles (including the Los Angeles Department of Transportation and Department of Cultural Affairs), and LA28 ~~to design the new grant program~~

~~guidelines;~~ to provide input to Metro on the development of guidelines for the new grant program;

C. Engage with the California Department of Transportation related to opportunities for new and restored murals on the State Highway System;

D. Consider how to uplift local and community-based arts organizations as part of the above directives; and

E. Report back on the above directives in ~~January~~ March 2023.

FINANCE, BUDGET, AND AUDIT COMMITTEE FORWARDED THE FOLLOWING DUE TO CONFLICTS AND ABSENCES:

14. SUBJECT: GROUP INSURANCE PLANS 2022-0530

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to renew existing group insurance policies covering Non-Contract and AFSCME employees, including long term disability coverage for Teamster employees, and life insurance for all full time Metro employees, for the one-year period beginning January 1, 2023.

Attachments: Attachment A - Proposed Monthly Premium Rates
Attachment B - Proposed Monthly Employee Contributions

FINANCE, BUDGET, AND AUDIT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (2-0):

17. SUBJECT: MEASURE R SHORT-TERM BORROWING PROGRAM 2022-0466

RECOMMENDATION

ADOPT a resolution that authorizes the Chief Executive Officer and/or other Designated Officers to renew and/or replace the existing direct-pay letter of credit ("LOC") with respect to the Measure R Short-Term Borrowing Program, Attachment A.

(REQUIRES SEPARATE, SIMPLE MAJORITY VOTE OF THE BOARD)

Attachments: Attachment A - Authorizing Resolution
Attachment B - 2015 Finding of Benefit Resolution
Attachment C - Bank Recommendation Summary

EXECUTIVE MANAGEMENT COMMITTEE FORWARDED THE FOLLOWING:

23. SUBJECT: SURVEY OF SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION PROGRAMS AND EXPLORING OPPORTUNITY FOR RECIPROCITY (REPORT NO. 22-AUD-05) 2022-0525

RECOMMENDATION

RECEIVE AND FILE Office of the Inspector General (OIG) Final Report on the Survey of Small Business Enterprise (SBE) Certification Programs and Exploring Opportunity For Reciprocity.

Attachments: Attachment A - SBE Reciprocity
Presentation

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE RECEIVED AND FILED:

45. SUBJECT: ORAL REPORT ON MICROTRANSIT 2022-0424

RECOMMENDATION

RECEIVE oral report on MicroTransit service update.

Attachments: Presentation

48. SUBJECT: I-710 SOUTH CORRIDOR TASK FORCE 2022-0330

RECOMMENDATION

APPROVE the I-710 South Corridor Project's recommendations found in Attachment A for:

A. Vision Statement,

B. Guiding Principles and Goals,

C. Pre-Investment Plan Opportunity, and

D. New Project Name: The Long Beach-East LA Corridor Mobility Investment Plan

Attachments: Attachment A - Staff Recommendations
Attachment B - Project Study Area
Attachment C - Motion 9, May 2022
Attachment D - Community Leadership Committee Input
Attachment E - Caltrans D7 I-710 South Project List
Attachment F - Pre-Investment Plan Opportunity
Presentation

49. SUBJECT: RELATED TO ITEM 48: 710 SOUTH CORRIDOR PRE-INVESTMENT PLAN OPPORTUNITY MOTION 2022-0674

RECOMMENDATION

APPROVE Motion by Directors Hahn, Solis, and Dutra to provide the Chief Executive Officer authority to include a local funding match from available non-bus and rail operations-eligible funds for those grant applications submitted through the remainder of calendar year 2022 for the above-identified Pre-Investment Plan Opportunity initiatives, and to report back to this Board after such action has been taken.

50. SUBJECT: FARE CAPPING UPDATE 2022-0664

RECOMMENDATION

RECEIVE oral report on Fare Capping Update.

51. SUBJECT: VERMONT TRANSIT CORRIDOR MOTION 2022-0676

RECOMMENDATION

APPROVE Motion by Directors Dupont-Walker, Najarian, Mitchell, Solis, and Butts that the Board direct the CEO to:

A. Advance the Vermont Transit Corridor with a three-pronged strategy, completing immediate-term quick-build improvements as soon as is practicable, a medium-term BRT project opening for revenue service no later than FY27, and a longer-term rail transit project thereafter;

B. Evaluate the medium-term BRT project for a federal Small Starts application;

C. Of the $425 million included for the Vermont Transit Corridor in the Measure M Expenditure Plan (line item 17; 2015$), reserve no less than ten percent for the development of the long-term rail transit project. If it ever becomes necessary for Metro to recommend this funding for a shortfall on the Vermont BRT project, Metro will work with the subregion to identify

replacement funds that ensure the rail transit project continues to meaningfully advance;

D. Identify a strategy to make the Vermont rail project shovel-ready consistent with voter- and Board-adopted Measure M project sequencing or acceleration priorities (Measure M Project Evaluation Readiness Tool). Without affecting existing voter- and Board-adopted project sequencing or acceleration priorities (except as allowed by the Measure M decennial process), make the Vermont rail project a first priority for any future new capital funding;

E. Explore new opportunities to optimize bus service offered by municipal operators on the Vermont corridor, including evaluation of overlapping and connecting lines and schedule coordination to allow for seamless timed transfers; and

F. Include an extension south of 120th Street in Metro's forthcoming list of future strategic unfunded projects, building off of the recently-completed Vermont Transit Corridor South Bay Extension Feasibility Study.

END OF NON-CONSENT

52. SUBJECT: CLOSED SESSION 2022-0673

A. Conference with Legal Counsel - Existing Litigation - G.C. 54956.9(d)(1)

1. Ruth Hernandez v. LACMTA, Case No. 19STCV40334
2. David Sarabia Ortiz v. LACMTA, Case No. BC661233
3. Richard Smith v. LACMTA, Case No. BC57164
4. Kirk Waters v. LACMTA, Case No. 21STCV05211
5. LACMTA v. Talgo, Inc., Case No. 22STCV30100

B. Conference with Legal Counsel-Anticipated Litigation-G.C. 54956.9(d)(4)
Significant Exposure to Litigation (Three Cases)

C. Conference with Real Property Negotiators - G.C. 54956.8
Property: 13729 Rosecrans Avenue, Santa Fe Springs, CA 90670
Agency Negotiator: Craig Justesen
Negotiating Parties: 13729 Rosecrans LLC, Sky Climbers, and Kaiser Transportation
Under Negotiations: Price and Terms.

CONSENT CALENDAR

2. SUBJECT: MINUTES 2022-0653

RECOMMENDATION

APPROVE Minutes of the Regular Board Meeting held August 25, 2022.

Attachments: Regular Board Meeting MINUTES - August 25, 2022

August 2022 Public Comments

PLANNING AND PROGRAMMING COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):

10. SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM & MEASURE R TRANSIT INVESTMENTS PROGRAM UPDATE - SOUTH BAY SUBREGION 2022-0452

RECOMMENDATION

CONSIDER:

A. APPROVING:

1. Programming of an additional $12,334,189 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Transportation System and Mobility Improvements Program (Expenditure Line 50), as shown in Attachment A;

2. Programming of an additional $23,168,000 within the capacity of Measure M MSP - South Bay Highway Operational Improvements Program (Expenditure Line 63), as shown in Attachment B;

3. Inter-program borrowing and programming of an additional $6,375,000 from Transportation System and Mobility Improvements Program (Expenditure Line 50) to Measure M MSP - Transportation System and Mobility Improvements Program (Expenditure Line 66), as shown in Attachment C;

4. Programming of an additional $4,000,000 within the capacity of Measure R South Bay Transit Investments Program, shown in Attachment D; and

B. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements and/or amendments for approved projects.

Attachments: Attachment A - Transportation Sys. Mobility Improvements Prgm Project List
Attachment B - South Bay Highway Operational Improvements Program
Attachment C - Transportation System Mobility Improvements Program
Attachment D - Measure R Transit Investments Program Project List

PLANNING AND PROGRAMMING COMMITTEE MADE THE FOLLOWING RECOMMENDATION (6-0):

12. SUBJECT: WEST SANTA ANA BRANCH TRANSIT CORRIDOR PROJECT 2022-0464

RECOMMENDATION

CONSIDER:

A. AUTHORIZING AND DELEGATING authority to the Chief Executive Officer (CEO) or their designee to negotiate and execute all necessary agreements between Los Angeles County Metropolitan Transportation Authority (Metro) and the Gateway Cities Council of Governments (Gateway Cities COG) to fund the Gateway Cities Consultant to support the WSAB City Manager TAC efforts for a one-year term; and

B. RECEIVING AND FILING the project update on the West Santa Ana Branch (WSAB) Transit Corridor Project.

Attachments: Presentation

PLANNING AND PROGRAMMING COMMITTEE MADE THE FOLLOWING RECOMMENDATION (6-0):

13. SUBJECT: I-405 COMPREHENSIVE MULTIMODAL CORRIDOR PLAN (CMCP) 2022-0552

RECOMMENDATION

CONSIDER adoption of the I-405 Comprehensive Multimodal Corridor Plan (Attachment A).

Attachments: Attachment A - I-405 CMCP Final Plan
Attachment B - CTC CMCP Checklist

FINANCE, BUDGET, AND AUDIT COMMITTEE MADE THE FOLLOWING RECOMMENDATION UNDER RECONSIDERATION (3-0):

16. SUBJECT: CRENSHAW/LAX (K LINE) AND REGIONAL CONNECTOR FARE COLLECTION EQUIPMENT MAINTENANCE SUPPORT SERVICES, CUBIC TRANSPORTATION SYSTEMS, INC. 2022-0413

RECOMMENDATIONS

AUTHORIZE the Chief Executive Officer to:

A. EXECUTE Modification No. 155.01 to Contract No. OP02461010-MAINT with Cubic Transportation Systems, Inc., (Cubic) for maintenance support services of fare collection equipment at Metro stations related to the Crenshaw/LAX (K Line) Transit Project and Regional Connector Project, in the amount of $1,054,539 from $383,998,282 to $385,052,821; and

B. NEGOTIATE the contract modification value based on final Revenue Operation Dates of both projects in an amount not-to-exceed $200,000 above $1,054,539.

Attachments: Attachment A - Procurement Summary
Attachment B - Contract Modification Change Order Log
Attachment C - DEOD Summary
Attachment D - Fare Collection Deployment Locations

EXECUTIVE MANAGEMENT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

18. SUBJECT: LABOR COMPLIANCE MONITORING SERVICES BENCH 2022-0189

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

A. AWARD ten-year bench Contract Nos. PS75942001 through PS75942009, with firms listed in Attachment B, for a not-to-exceed amount of $20,000,000 for the five-year base term, effective November 1, 2022, through October 31, 2027, plus $6,000,000 for the first, three-year option term and $4,000,000 for the second, two-year option term, for a combined total not-to-exceed amount of $30,000,000, subject to resolution of protest(s), if any;

B. ADD qualified firms to the Bench, as necessary, prior to exercising option 1 through the issuance of a competitive solicitation; and

C. EXECUTE individual task orders under these Contracts for up to $5,000,000 per task order

Attachments: Attachment A - Procurement Summary
Attachment B - List of Recommended Contractors
Attachment C - DEOD Summary
Attachment D - Consultant List thru 6-30-22
Presentation

EXECUTIVE MANAGEMENT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0):

19. SUBJECT: COMMUNICATIONS SUPPORT SERVICES BENCH 2022-0276

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

A. AWARD sixteen (16) task order-based bench Contract Nos. PS85397000 through PS85397015, for Communications Support Services, for a not-to-exceed amount of $32,000,000 for a four-year term, effective October 1, 2022, through September 30, 2026, subject to resolution of protest(s), if any, with the following firms:

1. Arellano Associates
2. Communications Lab
3. Community Connections
4. Costin Public Outreach Group
5. Dakota Communications
6. Del Sol Group
7. Lazar Translating & Interpreting
8. Lee Andrews Group
9. MBI Inc.
10. Murakawa Communications
11. Natively Fluent
12. Northstar Alliances
13. Pacific Graphics Inc.
14. Redwood Resources
15. The Robert Group
16. VMA Communications

B. EXECUTE Task Orders under these Contracts for communications support services not exceed $5,000,000 each.

Attachments: Attachment A - Procurement Summary
Attachment B - DEOD Summary
Presentation

EXECUTIVE MANAGEMENT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (6-0):

20. SUBJECT: APPROVE METRO'S 2022 TITLE VI PROGRAM UPDATE 2022-0566

RECOMMENDATION

ADOPT the 2022 Title VI Program Update (Attachments A and B).

Attachments: Attachment A - 2022 Title VI Program Update
Attachment B - 2022 Title VI Program Update Appendix
Attachment C - FTA Title VI Circular 4702.1B

CONSTRUCTION COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):

25. SUBJECT: CROWN CASTLE FIBER LLC UTILITY COOPERATIVE AGREEMENT 2022-0501

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute the Utility Cooperative Agreement (UCA) between Los Angeles County Metropolitan Transportation Metro (Metro) and Crown Castle Fiber LLC (Crown Castle) (Attachment A).

Attachments: Attachment A - Utility Cooperative Agreement - CrownCastle

CONSTRUCTION COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):

26. SUBJECT: METRO G-LINE WATER INFILTRATION AND QUALITY PROJECT 2022-0507

RECOMMENDATION

CONSIDER:

A. ADOPTING the Final Initial Study/ Mitigated Negative Declaration (IS/MND), and the recommended Mitigation Monitoring and Reporting Program (MMRP), pursuant to the California Environmental Quality Act (CEQA); and

B. AUTHORIZING the Chief Executive Officer or her designee to file a CEQA Notice of Determination (NOD) for the Project with the Los Angeles County Clerk and State of California Clearinghouse.

Attachments: Attachment A - Final IS/ MND

CONSTRUCTION COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

28. SUBJECT: THIRD PARTY ADMINISTRATION 2022-0521

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute an annual expenditure budget plan for the FY23 Annual Work Plan for the City of Los Angeles (Attachment A).

Attachments: Attachment A - FY'23 Annual Workplan

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

31. SUBJECT: WASTE MANAGEMENT SERVICES 2022-0410

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award an indefinite delivery indefinite quantity Contract No. OP809690008370, for the North and South Regions, combined, to Consolidated Disposal Service, L.L.C. dba Republic Service, to provide systemwide waste management services. The contract not-to-exceed amount is $7,107,207 for the five-year base period, and $2,950,875 for the one, two-year option term, for a combined not-to-exceed amount of $10,058,082, effective November 1, 2022, through October 31, 2029, subject to resolution of protest(s), if any.

Attachments: Attachment A - Item 18.1, Report No. 2020-0370

Attachment B - North and South Regions Service Area Maps

Attachment C - Procurement Summary

Attachment D - DEOD Summary

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

32. SUBJECT: P3010 AUXILIARY CONVERTER SPARES 2022-0527

RECOMMENDATION

CONSIDER:

A. AUTHORIZING the Chief Executive Officer to award a 24-month firm fixed unit price Contract No. SP88119000, to Powertech Converter Corporation (Powertech) for the purchase of ten (10) new Auxiliary Converters in support of the P3010 Light Rail Vehicle (LRV) fleet for a total contract amount of $977,586.52, ~~inclusive of sales tax~~; and

B. FINDING that there is only a single source of procurement for the item(s) set forth in Recommendation A above and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

Attachments: Attachment A - Procurement Summary
Attachment B - DEOD Summary

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

33. SUBJECT: P3010 LIGHT RAIL FLEET FRICTION BRAKE AND AIR COMPRESSOR OVERHAUL 2022-0425

RECOMMENDATION

CONSIDER:

A. AUTHORIZING the Chief Executive Officer to award a 60-month, Indefinite Delivery Indefinite Quantity Contract No MA78165000 to Knorr Brake Company (KBC) for component overhaul services of the P3010 light rail vehicle (LRV) friction brake and air compressor system, for a total not-to-exceed amount of $29,427,487; and

B. FINDING that there is only a single source of procurement for the item(s) set forth in Recommendation A above and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

Attachments: Attachment A - Procurement Summary
Attachment B - DEOD Summary

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

34. SUBJECT: ENGINE PISTON KITS 2022-0456

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a two-year, Indefinite Delivery / Indefinite Quantity (IDIQ) Contract No. MA85347000 to Cummins, Inc. the responsive and responsible bidder for Engine Piston Kits. The contract's one-year base amount is $581,774 inclusive of sales tax, and the one-year option amount is $596,330, inclusive of sales tax, for a total contract

amount of $1,178,104, subject to resolution of protest(s), if any.

Attachments: Attachment A - Procurement Summary
Attachment B - DEOD Summary

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

35. SUBJECT: METRO B (RED) LINE PROGRAM STATION STOP SYSTEM 2022-0474

RECOMMENDATION

CONSIDER:

A. AUTHORIZING the Chief Executive Officer to award a firm-fixed-price contract, Contract No. OP 86946-2000, to B&C Transit to replace the existing Metro B (Red) Line Program Station Stop (PSS) system in the amount not-to-exceed $1,281,500, inclusive of sales tax; and

B. FINDING that there is only a single source of procurement for the item(s) set forth in Recommendation A above and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

Attachments: Attachment A - Procurement Summary
Attachment B - DEOD Summary

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

36. SUBJECT: AUTOMATED PUBLIC TOILETS ROUTINE MAINTENANCE AND REPAIR SERVICES 2022-0483

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a sole source firm fixed price Contract No. OP850488370000 for Automated Public Toilets (APTs) maintenance services with Public Facilities and Services, Inc. for a not-to-exceed amount of $1,393,540 for the contract five-year base period, effective December 1, 2022.

Attachments: Attachment A - Procurement Summary
Attachment B - DEOD Summary

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):

37. SUBJECT: ENGINEERING SUPPORT FOR TRANSIT INFRASTRUCTURE MAINTENANCE 2022-0485

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute Contract Modification No. 7 to Contract No. PS46172000, with Gannett Fleming Transit & Rail Systems, for engineering support of transit infrastructure maintenance to increase the total contract not-to-exceed spending authority by $5,000,000 from $26,000,000 to $31,000,000.

Attachments:
Attachment A - List of Supported Project Uses
Attachment B - Procurement Summary
Attachment C - Contract Modification_Change Order Log
Attachment D - List of Task Orders and Values
Attachment E - DEOD Summary2

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

38. SUBJECT: IGNITION CONTROL MODULE 2022-0394

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a two-year, Indefinite Delivery/Indefinite Quantity (IDIQ) Contract No. MA86135000 to Cummins, Inc., who was the responsive and responsible bidder, for ignition control modules. The contract's first-year base amount is $548,316 inclusive of sales tax, and the one-year option amount is $562,024, inclusive of sales tax, for a total contract amount of $1,110,340, subject to resolution of protest(s), if any.

Attachments:
Attachment A - Procurement Summary
Attachment B - DEOD Summary

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

39. SUBJECT: MEMBERSHIP ON METRO'S SAN GABRIEL VALLEY SERVICE COUNCIL 2022-0512

RECOMMENDATION

APPROVE nominee for membership on Metro's San Gabriel Valley Service Council.

Attachments: Attachment A - Listing of Nominee's Qualifications

Attachment B - Nomination Letter

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

40. SUBJECT: AGENCY ENTERPRISE SECURITY ARCHITECTURE ASSESSMENT 2022-0511

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a professional service firm-fixed price Contract No. PS77693-3000 to Regents & Park, in the amount of $1,259,400, subject to resolution of protest(s), if any.

Attachments: Attachment A - Procurement Summary - Revised CC

Attachment B - DEOD Summary

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (5-0):

41. SUBJECT: TECHNICAL AND PROGRAM MANAGEMENT SUPPORT SERVICES FOR THE P2000 LIGHT RAIL VEHICLE OVERHAUL/MIDLIFE MODERNIZATION PROGRAM 2022-0459

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute Modification No. 19 to Contract No. PS20113000, a cost plus fixed-fee contract with CH2M Hill, Inc. for technical and program management support services in support of the P2000 Light Rail Vehicle (LRV) Overhaul/Midlife Modernization Program to increase the Not-To-Exceed (NTE) contract price by $1,231,187.71 from $5,829,626 to $7,060,813.71 to support project activities for 9 months, through June 30, 2023.

Attachments: Attachment A - Procurement Summary

Attachment B - Contract Modification Log

Attachment C - DEOD Summary

Attachment D - Metro 2022 EFC Map

47. SUBJECT: FINDINGS REQUIRED TO CONTINUE TO MEET VIA TELECONFERENCE IN COMPLIANCE WITH AB 361 WHILE UNDER A STATE OF EMERGENCY AND WHILE STATE AND LOCAL OFFICIALS CONTINUE TO PROMOTE SOCIAL DISTANCING 2022-0672

RECOMMENDATION

CONSIDER making the following findings:

Pursuant to AB 361, the Metro Board, on behalf of itself and other bodies created by the Board and subject to the Ralph M. Brown Act, including Metro's standing Board committees, advisory bodies, and councils, finds:

The Metro Board has reconsidered the circumstances of the state of emergency, and that:

A. The state of emergency continues to directly impact the ability of the members to meet safely in person, and

B. State or local officials continue to impose or recommend measures to promote social distancing.

Therefore, all such bodies will continue to meet via teleconference subject to the requirements of AB 361.

SUBJECT: GENERAL PUBLIC COMMENT 2022-0656

RECEIVE 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.

COMMENTS FROM THE PUBLIC ON ITEMS OF PUBLIC INTEREST WITHIN COMMITTEE'S SUBJECT MATTER JURISDICTION

Adjournment

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

File #: 2022-0530, **File Type:** Policy **Agenda Number:** 14.

FINANCE, BUDGET AND AUDIT COMMITTEE
SEPTEMBER 14, 2022

SUBJECT: GROUP INSURANCE PLANS

ACTION: APPROVE RENEWAL OF GROUP INSURANCE POLICIES

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to renew existing group insurance policies covering Non-Contract and AFSCME employees, including long term disability coverage for Teamster employees, and life insurance for all full time Metro employees, for the one-year period beginning January 1, 2023.

BACKGROUND

Our health insurance plans are part of the total compensation package that helps attract and retain qualified employees, as well as provide existing employees a foundation to maintain or improve their health. Los Angeles County Metropolitan Transportation Authority (Metro), including the Public Transportation Services Corporation (PTSC), seeks to offer benefit plans that promote efficient use of health resources and are cost effective for the company and our employees.

The Non-Contract Group Insurance Plan, a flexible benefits program, was implemented in August 1994. Roughly 99% of the employees covered by the benefit plans are PTSC employees. On an annual basis, employees are encouraged to review their enrollment and may choose medical, dental, vision, supplemental life, long-term disability, and accidental death and dismemberment plans that meet their needs. Alternatively, employees may opt to waive medical and/or dental coverage and receive a taxable cash benefit, provided proof of other medical coverage is submitted, and the employee does not obtain subsidized coverage from an exchange. Employees may also participate in flexible spending accounts, a vehicle to pay for certain out-of-pocket healthcare and dependent care expenses on a pre-tax basis.

DISCUSSION

This year the life insurance and long-term disability plans were marketed thru the services of our Benefits Consultant, The Unisource Group Inc., and it is recommended to consolidate both plans with The Standard, the current insurer for Metro's long term disability plans. The Standard's total savings with a 3-year rate guarantee is $686,000 or -21.7% from current rates. Employees and dependents

will have a one-time opportunity during Open Enrollment to increase their voluntary coverage in amounts up to the Guaranteed Issue with no Evidence of Insurability, provided they were not previously declined. Voya, the current insurer for Metro's life insurance, offered a 2-year rate guarantee with a -13.7% decrease from current rates, and did not offer the opportunity for employees to increase their voluntary life coverage.

An additional consideration this year is to enhance dental and vision benefits to assist in supporting the health and wellness of our employees and families. The projected cost of enhancements is $504,000, which would be offset by the $686,000 savings achieved by the consolidation of life and disability reference above, for a net savings of $182,000.

The overall premium cost is a 5.1% increase for calendar year 2023, which reflects more than $3.3 million in negotiated reductions from initial renewal quotes. The recommended medical, dental, and vision premiums are shown in Attachment A. As previously established by the Chief Executive Officer, Non-Contract and AFSCME employees contribute 10% of the actual premium for each medical and dental plan selected. The monthly employee contributions are shown in Attachment B.

DETERMINATION OF SAFETY IMPACT

Approval of this item will have no impact on the safety of our patrons or employees.

FINANCIAL IMPACT

Funding for the Non-Contract and AFSCME group insurance plans is included in each department's FY23 budget and on the balance sheet for accrued retiree medical liabilities. Based on the current employee participation by plan, estimated employer costs of $66.0 million is within the adopted budget.

EQUITY PLATFORM

Metro's group health insurance plans as discussed in this board report are part of a total compensation package offered by Metro. Employees who work 30 hours or more are eligible to enroll in a medical plan and other benefits. New employees are provided an orientation session and assistance in enrolling in their selected plan(s).

Currently 96% of employees in the Non-Contract and AFSCME classifications enroll in health benefits, with the remaining 4% choosing to waive coverage by providing proof they are covered under another plan. References are provided in the Benefits Enrollment Guide for CoveredCA.com and Healthcare.gov and we provide additional guidance on an individual basis when needed.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports strategic plan goal #5 "Provide responsive, accountable and trustworthy governance within the Metro organization." The responsible administration of Metro's Group Insurance Policies promotes efficient use of health resources and is cost effective for the company and our employees.

ALTERNATIVES CONSIDERED

The Board could decide to self-insure and self-administer health benefits. However, this is not recommended due to the resources required to establish the medical expertise and operational infrastructure required to review and process claims as well as the liability that would be assumed.

NEXT STEPS

- Conduct annual open enrollment for Non-Contract and AFSCME employees during November 2022.
- Implement elections effective January 1, 2023.

ATTACHMENTS

Attachment A - Monthly Premium Rates
Attachment B - Monthly Employee Contributions

Prepared by: Jan Olsen, Deputy Executive Officer (Interim), Pension & Benefits 213-922-7151
Cristian Leiva, Deputy Chief People Officer, Labor & Employee Services, 213-922-3035

Reviewed by:
Robert Bonner, Chief People Officer, Chief People Office
213-922-3048

Stephanie N. Wiggins
Chief Executive Officer

ATTACHMENT A

Proposed Monthly Premium Rates

Provider	Coverage Option	CY 2022	CY 2023	%Change	Est # of Employees (1/1/23)
Blue Cross (PPO)	Single	$1,287.95	$1,403.82	9.0%	210
	Couple	$2,592.61	$2,825.86	9.0%	175
	Family	$3,477.42	$3,790.27	9.0%	320
Blue Cross (HMO)	Single	$825.58	$899.90	9.0%	80
	Couple	$1,733.69	$1889.76	9.0%	63
	Family	$2,476.52	$2,699.45	9.0%	151
Kaiser (HMO)	Single	$680.53	$702.53	3.2%	419
	Couple	$1,361.06	$1,405.05	3.2%	255
	Family	$1,925.90	$1,988.15	3.2%	481
Delta Dental (PPO)	Single	$54.60	$65.46	18.9%	469
	Couple	$94.89	$113.76	18.9%	422
	Family	$142.58	$170.94	18.9%	784
DeltaCare (DHMO)	Single	$20.21	$20.21	0.00%	82
	Couple	$36.71	$36.71	0.00%	52
	Family	$54.32	$54.32	0.00%	92
Dental Health Services (DHMO)	Single	$16.82	$17.95	6.7%	62
	Couple	$32.60	$34.80	6.7%	35
	Family	$49.15	$52.46	6.7%	101
Vision Service Plan	Single	$9.99	$11.25	12.6%	279
	Couple	$14.45	$16.27	12.6%	263
	Family	$25.90	$29.15	12.6%	495
Voluntary Waiver of Coverage:*					
Medical		$265.00			115
Dental		$38.00			82

* Waiver of Medical coverage requires proof of alternative coverage.

ATTACHMENT B

Proposed Monthly Employee Contributions

Provider	Coverage Option	NC & AFSCME Employee Contribution (Current)	NC & AFSCME Employee Contribution (Proposed) Effective 1/1/23	Change
Blue Cross (PPO)	Single	$129.00	$140.00	$11.00
	Couple	$259.00	$283.00	$24.00
	Family	$348.00	$379.00	$31.00
Blue Cross (HMO)	Single	$83.00	$90.00	$ 7.00
	Couple	$173.00	$189.00	$16.00
	Family	$248.00	$270.00	$22.00
Kaiser (HMO)	Single	$68.00	$70.00	$ 2.00
	Couple	$136.00	$141.00	$ 5.00
	Family	$193.00	$199.00	$ 6.00
Delta Dental (PPO)	Single	$5.00	$7.00	$2.00
	Couple	$9.00	$11.00	$2.00
	Family	$14.00	$17.00	$3.00
DeltaCare (DHMO)	Single	$2.00	$2.00	$0.00
	Couple	$4.00	$4.00	$0.00
	Family	$5.00	$5.00	$0.00
Dental Health Services (DHMO)	Single	$2.00	$2.00	$0.00
	Couple	$3.00	$3.00	$0.00
	Family	$5.00	$5.00	$0.00
Vision Service Plan	Single	$1.00	$1.00	$0.00
	Couple	$1.00	$2.00	$1.00
	Family	$3.00	$3.00	$0.00

Non-Contract and AFSCME Employees contribute 10% (rounded to whole dollar) towards their individually selected plan's medical and dental premiums

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

File #: 2022-0466, **File Type:** Resolution **Agenda Number:** 17.

FINANCE, BUDGET AND AUDIT COMMITTEE
SEPTEMBER 14, 2022

SUBJECT: MEASURE R SHORT-TERM BORROWING PROGRAM
ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

ADOPT a resolution that authorizes the Chief Executive Officer and/or other Designated Officers to renew and/or replace the existing direct-pay letter of credit ("LOC") with respect to the Measure R Short-Term Borrowing Program, Attachment A.

(REQUIRES SEPARATE, SIMPLE MAJORITY VOTE OF THE BOARD)

ISSUE

The Measure R Short-Term Borrowing Program has proven to be a flexible, cost-effective method of short-term financing for Metro's capital program. A letter of credit or similar facility provided by a highly rated financial institution or bank is required for commercial paper ("CP") programs to guarantee repayment of notes at maturity. The Measure R LOCs provided by Bank of America, N.A., and State Street Bank and Trust Company expire in October 2022.

BACKGROUND

The Board established the Measure R Short-Term Borrowing Program in May 2015 to provide interim taxable or tax-exempt financing until grant reimbursement or other funding sources are received. In accordance with the Measure R Ordinance, the Measure R Independent Taxpayers Oversight Committee approved the attached finding of benefit resolution (Attachment B) in favor of the $300 million Measure R short-term borrowing program at the May 2015 committee meeting. Under the program, Metro is authorized to issue and have outstanding at any one time up to $300 million in Measure R Subordinate Obligations. Historically, Measure R Subordinate Obligations have mostly been issued in the form of CP or Revolving Credit Obligations. Currently, Metro does not have any Measure R Subordinate Obligations outstanding. Measure R Subordinate Obligations are backed by a subordinate pledge of 85% of Measure R sales tax revenues.

CP notes are a short-term debt instrument that can be issued with maturities from one (1) to 270 days. As CP notes mature, new CP notes are simultaneously issued (i.e., rolled over). A LOC is required by investors purchasing the CP to guarantee repayment of the maturing notes. Additionally, the LOCs provide a safety net to Metro in the form of a term loan in the unlikely event the notes

cannot be remarketed, precluding any requirement that the entire outstanding amount be repaid immediately from cash.

DISCUSSION

A request for proposals was sent by Metro's municipal advisor, PFM Financial Advisors LLC ("PFM"). In addition to large commercial banks that regularly provide these types of financial products, the request for proposals was also sent to local community banks and credit unions to promote inclusion and further explore opportunities to advance DBE/SBE/DVBE firm participation. Under Metro's Debt Policy, the municipal advisor conducts a competitive process to select financial product providers, including letters of credit. The request for proposal required primary banks submitting proposals for a LOC to have short-term ratings of at least P-1, A-1 or F-1 from at least two of the three following rating agencies: Moody's Investors Service, Standard & Poor's and Fitch Ratings, as is standard practice and required by Metro's Debt Policy. Evaluation criteria included pricing, any rate penalties investors may impose on a particular bank, the status of a bank's credit approval, and willingness to execute the form of agreement. Overall program objectives include low cost and maximizing access to borrowing capacity achieved through diversification of products and providers. Ten proposals were received for commitment amounts ranging from $90 million to $200 million. The selection group was composed of Treasury staff and PFM. The selection group ranked each proposer and recommends TD Bank, N.A for a 5-year term (See Attachment C).

Costs will vary depending on the amount of tax-exempt and taxable CP notes Metro issues under the Measure R Short-Term Borrowing Program. Additional fees and interest may be incurred under certain extreme circumstances. None of Metro's Measure R CP notes have failed to be remarketed to date.

DETERMINATION OF SAFETY IMPACT

Approval of this report will not impact the safety of Metro's patrons or employees.

FINANCIAL IMPACT

Funding for the recommended action is included in the FY2023 budget in the amount of $7.0 million in Cost Center #0521, Treasury Non-Departmental, under project #660301, task 03. The cost center manager and the Chief Financial Officer will be accountable for budgeting the cost in future years.

Impact to Budget

The Source of funds for the recommended action is Measure R 35% Transit Capital. The fund is not eligible for bus and rail operating capital projects.

EQUITY PLATFORM

Approval of this item will maintain liquidity support and/or borrowing capacity for Metro's Measure R Short-Term Borrowing Program that facilitates planned financing for Metro's capital program.

The proposed banks are large, multinational institutions that have publicly stated a commitment to diversity and inclusion as show below. It is imperative to engage financial institutions that understand the importance of, and are committed to, diversity and inclusion, in alignment with Metro's Equity Platform. Below is a statement from the bank and a link that details their commitment to diversity, equity and inclusion.

> Diversity and inclusion are part of our fundamental values that help us support our customers, colleagues and communities. From our hiring practices to our accessible building designs, we're working towards maintaining a welcoming, barrier-free culture for everyone.
>
> <https://www.td.com/ca/en/about-td/who-we-are/diversity-and-inclusion/>

Additionally, Treasury solicited the RFP to local community banks and credit unions to promote inclusion and further explore opportunities to advance DBE/SBE/DVBE firm participation.

There are no adverse equity impacts anticipated as a result of this action.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports the following Metro Strategic Plan Goal(s):
Goal #5: Provide responsive, accountable, and trustworthy governance within the Metro organization.

ALTERNATIVES CONSIDERED

The Board could choose to not approve the recommended credit support for the Measure R Short-Term Borrowing Program. The termination of the program reduces Metro's liquidity and hinders the ability to provide low-cost short-term financing options when needed on Measure R projects. The capital projects that require immediate cash flow to continue moving forward would not have financing mechanisms in place. This alternative is not recommended.

NEXT STEPS

- Negotiate final terms and conditions with the recommended banks.
- If satisfactory terms cannot be agreed upon with the recommended banks, negotiate with the next highest ranked proposer to obtain the best combination of terms and pricing.
- Prepare agreements and documentation to implement the letters of credit, including, among others, notices, reimbursement agreements, fee agreements, reimbursement notes, supplemental trust agreements, and offering memoranda.
- Obtain credit ratings for the CP notes based on the banks' credit ratings.
- Execute documents prior to the expiration date of the current agreements in October 2022.
- Metro staff is committed to continuing the outreach efforts as a standard practice for future financial services.

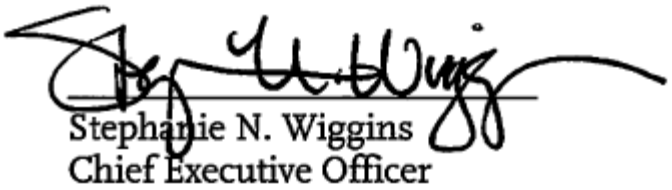
ATTACHMENTS

Attachment A - Authorizing Resolution

Attachment B - 2015 Finding of Benefit Resolution
Attachment C - Bank Recommendation Summary

Prepared by: Rodney Johnson, Deputy Executive Officer, Finance, (213) 922-3417
Biljana Seki, Assistant Treasurer, (213) 922-2554
Michael Kim, Debt Manager, (213) 922-4026

Reviewed by: Nalini Ahuja, Chief Financial Officer, (213) 922-3088



Stephanie N. Wiggins
Chief Executive Officer

ATTACHMENT A

Authorizing Resolution

RESOLUTION OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AUTHORIZING THE REPLACEMENT OF CREDIT ENHANCEMENT AND LIQUIDITY FACILITIES SUPPORTING THE SUBORDINATE COMMERCIAL PAPER NOTES ISSUED UNDER ITS MEASURE R SHORT-TERM BORROWING PROGRAM, APPROVING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO AND THE TAKING OF ALL OTHER ACTIONS NECESSARY IN CONNECTION THEREWITH

(MEASURE R SALES TAX)

W I T N E S S E T H :

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (the "LACMTA") is a county transportation commission duly organized and existing pursuant to Section 130050.2 of the California Public Utilities Code; and

WHEREAS, the LACMTA is authorized by Sections 130350.4 and 130350.5 of the California Public Utilities Code to impose a retail transactions and use tax at a rate of 0.5% that is applicable in the incorporated and unincorporated areas of the County of Los Angeles, California (the "County") if authorized by at least two-thirds of the electors voting on the issue; and

WHEREAS, in accordance with such provision, the LACMTA, on July 24, 2008, adopted Ordinance No. 08-01, known as the Traffic Relief and Rail Expansion Ordinance, Imposing a Transactions and Use Tax to be Administered by the State Board of Equalization (the "Ordinance") imposing the transactions and use tax for a period of 30 years, and the Ordinance was submitted to the electors of the County in the form of Measure R and approved by more than a two-thirds vote at an election held on November 4, 2008; and

WHEREAS, the Ordinance, as so approved, imposes for a period of 30 years, beginning July 1, 2009, a tax upon the sale of tangible personal property at retail at a rate of one-half of one percent of the gross receipts of the sale and a complementary tax upon the storage, use or other consumption in the County at a rate of one-half of one percent of the sales price of the property whose storage, use or other consumption is subject to the tax (the "Measure R Sales Tax," amounts received in respect to the Measure R Sales Tax, less any refunds and the administrative fee deducted by the State of California Department of Tax and Fee Administration and less the Local Return (as defined in the Senior Trust Agreement (as defined below)) being referred to herein as the "Measure R Sales Tax Revenues"); and

WHEREAS, Section 130500 et seq. of the California Public Utilities Code (the "Act") provides that the LACMTA may issue bonds, which terms includes indebtedness and securities of any kind or class, including bonds, notes, bond anticipation notes, commercial paper and other obligations, and all of such obligations shall be special obligations of the LACMTA, payable from the Measure R Sales Tax Revenues, and to finance the cost of acquiring, constructing and developing facilities for transit systems within the meaning of the Act; and

WHEREAS, the LACMTA has commenced and is proceeding with the financing of projects and programs described in the Expenditure Plan adopted as part of the Ordinance (the "Expenditure Plan"); and

WHEREAS, pursuant to the Act and the provisions of the Second Amended and Restated Trust Agreement, dated as of August 1, 2020 (as supplemented and amended from time to time, the "Senior Trust Agreement"), between the LACMTA and U.S. Bank Trust Company, National Association, as successor trustee thereunder, the LACMTA may issue Senior Obligations, Subordinate Obligations and Junior Subordinate Obligations (each as defined in the Senior Trust Agreement) secured by the Measure R Sales Tax Revenues; and

WHEREAS, Subordinate Obligations of the LACMTA are provided for and authorized under the Subordinate Trust Agreement, dated as of November 1, 2015 (as supplemented and amended from time to time, the "Subordinate Trust Agreement"), between the LACMTA and U.S. Bank Trust Company, National Association, as successor trustee thereunder (the "Subordinate Trustee"); and

WHEREAS, under its Resolution adopted on May 28, 2015 and entitled "RESOLUTION OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AUTHORIZING A SHORT-TERM BORROWING PROGRAM; THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO; THE PLEDGE OF CERTAIN REVENUES OF THE AUTHORITY AND OTHER SECURITY FOR SUCH SUBORDINATE OBLIGATIONS AND SUPER SUBORDINATE OBLIGATIONS; AND RELATED MATTERS" (the "Program Resolution"), the LACMTA established a short-term borrowing program (the "Short-Term Borrowing Program") to finance projects and programs set forth in the Expenditure Plan that would be secured by the Measure R Sales Tax Revenues and be in an aggregate principal amount not to exceed $300,000,000; and

WHEREAS, the Program Resolution contemplated a Commercial Paper Program, Drawdown Bonds and Revolving Credit Facilities (each as defined in the Program Resolution); and

WHEREAS, pursuant to the Program Resolution the LACMTA authorized the issuance under its Commercial Paper Program of LACMTA's Measure R Subordinate Sales Tax Revenue Commercial Paper Notes (the "Commercial Paper Notes") as Subordinate Obligations under the Subordinate Trust Agreement; and

WHEREAS, in connection with the issuance of the Commercial Paper Notes, the LACMTA has heretofore obtained credit enhancement and liquidity facilities in the form of letters of credit (the "Existing Letters of Credit") issued by Bank of America, N.A. ("BANA") and State Street Bank and Trust Company ("State Street," and together with BANA, the "Existing Banks"), respectively, and executed and delivered related Reimbursement Agreements with each of the Existing Banks (collectively with the Existing Letters of Credit, the "Existing Facilities"); and

WHEREAS, in anticipation of the expiration of the Existing Facilities, the LACMTA has determined that it is necessary and desirable to replace the Existing Facilities with a new credit enhancement and liquidity facility in the form of a letter of credit (the "Letter of Credit") to be

issued by TD Bank, N.A. (the "Bank"), together with related Reimbursement Agreement between the LACMTA and the Bank (the "Reimbursement Agreement" and together with the Letter of Credit, the "New Facility");

WHEREAS, Section 5922 of the Government Code of the State of California provides that in connection with, or incidental to, the issuance or carrying of bonds (which is defined to include notes) any public entity may enter into any contracts which the public entity determines to be appropriate to place the obligations represented by the bonds, in whole or in part, on the interest rate, cash flow or other basis desired by the public entity, including without limitation contracts providing for payments based on levels of, or changes in, interest rates or stock or other indices, or contracts to exchange cash flows or a series of payments, in each case to hedge payment, rate, spread or similar exposure; and

WHEREAS, pursuant to Section 5922 of the Government Code of the State of California, the LACMTA hereby finds and determines that the Reimbursement Agreements to be entered into in connection with, or incidental to, the Commercial Paper Program will reduce the amount and duration of interest rate risk with respect to the Commercial Paper Notes and are designed to reduce the amount or duration of payment, rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Commercial Paper Notes or enhance the relationship between risk and return with respect to investments; and

WHEREAS, forms of the following documents are on file with the Secretary of the Board of Directors of the LACMTA and have been made available to the members of the Board of Directors of the LACMTA (the "Board"):

(a) the Reimbursement Agreement; and

(b) an updated Commercial Paper Offering Memorandum (the "Offering Memorandum"), describing the New Facility, to be used in connection with the offer and sale of the Commercial Paper Notes; and

WHEREAS, the LACMTA has been advised by its Bond Counsel that such documents are in appropriate form, and the LACMTA hereby acknowledges that said documents will be modified and amended to reflect the various details applicable to the Commercial Paper Notes and said documents are subject to completion; and

WHEREAS, the Board of the LACMTA desires to authorize the replacement of the Existing Facilities with the New Facility, which will support the Commercial Paper Notes issued from time to time and as obligations the interest on which is tax-exempt or taxable (or a combination of both) for federal income tax purposes; and

WHEREAS, the LACMTA is duly authorized and empowered, pursuant to each and every requirement of law, to authorize the execution and delivery of the Reimbursement Agreement and of the preparation of the Offering Memorandum describing the New Facility for the purposes, in the manner and upon the terms provided; and

WHEREAS, the LACMTA now desires to approve such documents and the financing program therein implemented and to authorize the officers and staff of the LACMTA to take such

further actions, including the execution and delivery of such additional documents, agreements and certificates as shall be necessary and appropriate to give full effect to this Resolution; and

WHEREAS, terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Subordinate Trust Agreement (in the form made available to the Board herewith);

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, AS FOLLOWS:

Section 1. Findings. The Board finds and determines that the foregoing recitals are true and correct.

Section 2. Approval of Reimbursement Agreement. The form, terms and provisions of the Reimbursement Agreement on file with the Secretary of the Board and made available to the Board, within the parameters set forth in this Resolution, are in all respects approved, and each of the Chair of the LACMTA, any Vice Chair of the LACMTA, the Chief Executive Officer of the LACMTA, the Chief Financial Officer of the LACMTA, the Treasurer of the LACMTA, any Executive Officer, Finance of the LACMTA, any Deputy Executive Officer, Finance of the LACMTA, any Assistant Treasurer of the LACMTA (or such other titles as the LACMTA may from time to time assign for such respective positions), and any such officer serving in an acting or interim capacity, and any written designee of any of them (each, a "Designated Officer"), or any one or more thereof is hereby severally authorized, empowered and directed to execute, acknowledge and deliver in the name of and on behalf of the LACMTA the Reimbursement Agreement, including counterparts thereof, as determined by a Designated Officer. The Reimbursement Agreement, as executed and delivered, shall be in substantially the form now on file with the Secretary of the Board and made available to the Board and hereby approved, or with such changes therein as shall be approved by the Designated Officer executing the same; the execution thereof shall constitute conclusive evidence of the Board's approval of any and all changes or revisions therein from the form of the Reimbursement Agreement now on file with the Secretary of the Board and made available to the Board; and from and after the execution and delivery of the Reimbursement Agreement, the officers, agents and employees of the LACMTA are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Reimbursement Agreement. The letter of credit issued under the Reimbursement Agreement shall authorize draws thereunder sufficient to support up to $150,000,000 in principal of Commercial Paper Notes, including interest thereon, such amount subject to reduction and reinstatement as set forth in the Reimbursement Agreement.

Section 3. Approval of Alternate Reimbursement Agreements. If a Designated Officer determines that it is in the LACMTA's best interests to replace the Letter of Credit to be issued by the Bank with one or more letters of credit to be issued by one or more other CP Enhancement Provider(s) (as defined in the Program Resolution) (each an "Alternate CP Enhancement Provider"), instead of the Bank, the Designated Officers are hereby authorized to enter into one or more Reimbursement Agreements with one or more other CP Enhancement Provider(s) (each an "Alternate Reimbursement Agreement"). The Alternate Reimbursement

Agreements, as executed and delivered, may be substantially similar to the form of the Reimbursement Agreement now on file with the Secretary of the Board and made available to the Board and hereby approved, or with such changes therein as shall be approved by the Designated Officer executing the same; the execution thereof shall constitute conclusive evidence of the Board's approval of any and all changes or revisions therein from the forms of such documents now on file with the Secretary of the Board and made available to the Board; and from and after the execution and delivery of the Alternate Reimbursement Agreements, the officers, agents and employees of the LACMTA are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Alternate Reimbursement Agreements.

Section 4. Findings Related to Reimbursement Agreements. The LACMTA hereby determines that entering into the Reimbursement Agreements with the Bank and/or any Alternate CP Enhancement Provider pursuant to Section 5922 of the Government Code of the State of California would be designed to reduce the LACMTA's cost of borrowing for the Commercial Paper Notes. In addition to the provisions set forth in Sections 2 and 3, no Designated Officer shall enter into a Reimbursement Agreement with the Bank and/or an Alternate CP Enhancement Provider unless (a) such Reimbursement Agreement is designed (i) to reduce or hedge the amount or duration of any payment, interest rate, spread or similar risk, or (ii) to result in a lower cost of borrowing when used in combination with the issuance of Commercial Paper Notes, (b) the term of such Reimbursement Agreement does not exceed beyond the time at which the Measure R Sales Tax is no longer in effect (as such date may be extended); and (c) the amounts payable by the LACMTA with respect to such Reimbursement Agreements shall be payable solely and exclusively from Measure R Sales Tax Revenues. In accordance with Section 5922 of the Government Code of the State of California, the LACMTA hereby finds and determines that the Reimbursement Agreements entered into in accordance with this Resolution and consistent with the requirements set forth herein is designed to reduce the amount or duration of payment, interest rate, spread or similar risk or result in a lower cost of borrowing when used in combination with the Commercial Paper Notes.

Section 5. Offering Memorandum. The distribution by any of the dealers of the Commercial Paper Notes (collectively, the "Dealers") of an updated Offering Memorandum describing the New Facility in connection with the offering and sale of the Commercial Paper Notes from time to time in substantially the form on file with the Secretary of the Board and made available to the Board, with such changes therein as shall be approved by a Designated Officer, is hereby authorized and approved. Each Offering Memorandum so distributed shall first be approved by a Designated Officer. The Dealers are hereby authorized to distribute Offering Memoranda in final form to market the Commercial Paper Notes from time to time, and are hereby authorized to distribute copies of the LACMTA's most recent annual audited financial statements and such other financial statements of the LACMTA as a Designated Officer shall approve.

Section 6. Investments. Each Designated Officer is hereby authorized to invest the proceeds of the Commercial Paper Notes in accordance with (i) the LACMTA's Investment Policy and (ii) the Subordinate Trust Agreement.

Section 7. Additional Authorizations. All actions heretofore taken by the officers, employees and agents of the LACMTA with respect to the issuance and sale of Commercial Paper

Notes and the establishment of the New Facility are hereby ratified, confirmed and approved. The officers, employees and agents of the LACMTA are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the LACMTA, to do any and all things and to take any and all actions and to execute and deliver any and all agreements, certificates and documents, including, without limitation, any tax certificates or agreements, any amendments to existing agreements relating to obligations payable from the Measure R Sales Tax or related agreements, any agreements for depository services, and any agreements for rebate compliance services, which they, or any of them, may deem necessary or advisable in order to consummate the establishment of the New Facility, to manage and administer the Commercial Paper Program and otherwise to carry out, give effect to and comply with the terms and intent of the Ordinance, the Program Resolution, this Resolution, the Commercial Paper Notes and the documents approved hereby.

All approvals, consents, directions, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, including, without limitation, any of the foregoing that may be necessary or desirable in connection with any investment of proceeds of the Commercial Paper Notes or in connection with the addition, substitution or replacement of any Dealers, the issuing and paying agent or the Subordinate Trustee, or any agreements with any Dealers, the issuing and paying agent or the Subordinate Trustee, or any similar action may be given or taken by any Designated Officer without further authorization or direction by the LACMTA, and each Designated Officer is hereby authorized and directed to give any such approval, consent, direction, notice, order, request, or other action and to execute such documents and take any such action which such Designated Officer may deem necessary or desirable to further the purposes of this Resolution.

Section 8. Continuing Authority of Designated Officers. The authority of any individual serving as a Designated Officer under this Resolution by a written designation signed by the Chair of the LACMTA, any Vice Chair of the LACMTA, the Chief Executive Officer of the LACMTA, the Chief Financial Officer of the LACMTA, the Treasurer of the LACMTA, any Executive Officer, Finance of the LACMTA, any Deputy Executive Officer, Finance of the LACMTA, and any Assistant Treasurer of the LACMTA shall remain valid notwithstanding the fact that the individual officer of the LACMTA signing such designation ceases to be an officer of the LACMTA, unless such designation specifically provides otherwise.

Section 9. Further Actions. The Designated Officers and each of them are hereby authorized and directed to amend, supplement or otherwise modify the Senior Trust Agreement, the Subordinate Trust Agreement, the Reimbursement Agreement and any Alternate Reimbursement Agreement at any time and from time to time and in any manner determined to be necessary or desirable by the Designated Officer executing such amendment, supplement or other modification, upon consultation with the LACMTA's Municipal Advisor and Bond Counsel, the execution of such amendment, supplement or other modification being conclusive evidence of the LACMTA's approval thereof.

Section 10. Costs of Issuance. The LACMTA authorizes funds of the LACMTA, together with the proceeds of the Commercial Paper Notes, to be used to pay costs of establishing the New Facility including, but not limited to, costs of attorneys, accountants, financial advisors, trustees, issuing and paying agents, dealers, the costs associated with rating agencies, letters of credit, printing, publication and mailing expenses and any related filing fees.

Section 11. Effective Date. The effective date of this Resolution shall be the date of its adoption.

CERTIFICATION

The undersigned, duly qualified and acting as Board Secretary of the Los Angeles County Metropolitan Transportation Authority, certifies that the foregoing is a true and correct copy of the Resolution adopted at a legally convened meeting of the Board of Directors of the Los Angeles County Metropolitan Transportation Authority held on _____, 2022.

[SEAL]

By _____
Board Secretary, Los Angeles County Metropolitan Transportation Authority

Dated: _____, 2022

ATTACHMENT B

Measure R Oversight Committee Finding of Benefit Resolution

RESOLUTION PURSUANT TO MEASURE R ORDINANCE FINDING THAT THE BENEFITS OF A SHORT TERM BORROWING PROGRAM EXCEED ADMINISTRATION AND INTEREST COSTS

WHEREAS, the Measure R Ordinance provides sales tax revenues for the construction of 12 transit capital projects over the next 30 years; and

WHEREAS, The America Fast Forward Initiative adopted by the LACMTA Board of Directors in April 2010 proposes to complete construction of the 12 transit capital projects in 10 rather than 30 years; and

WHEREAS, accelerated construction would avoid inflationary cost growth; and

WHEREAS, a short-term borrowing program will provide interim financing vehicles such as commercial paper, revolving credit facilities and bond anticipation notes which provide a source of flexible, low cost financing that allows more effective management of a debt program to fund cash flow requirements for construction payments until funding sources are received, the federal Transportation Infrastructure Finance and Innovation Act (TIFIA) loans are drawn upon, federal grant funds are available, or until other long-term financing is arranged; and

WHEREAS, LACMTA desires to establish a short-term borrowing program (the "Short-Term Borrowing Program") to finance projects and programs set forth in the Expenditure Plan that would be secured by the Measure R Sales Tax Revenues and be in an aggregate principal amount not to exceed $300,000,000; and

NOW, THEREFORE, the Proposition R Independent Taxpayers Oversight Committee of LACMTA finds that the economic, environmental and transit benefits of the $300,000,000 Short-Term Borrowing Program as a cost effective and efficient component of the approved Measure R secured debt program, exceed issuance and interest costs.

Adopted this 13th day of May, 2015

ATTACHMENT C

Bank Recommendation Summary

Proposer	Maximum Principal Commitment	Estimated First Year Cost*	Total Estimated Costs*
Commercial Paper Support			
Bank of America, N.A.	$90,000,000	$3,484,916	$10,414,748
Barclays Bank PLC	$100,000,000	$3,273,216	$9,729,648
BMO Harris Bank N.A.	$200,000,000	$3,343,216	$9,937,648
Citigroup Global Markets Inc.	$100,000,000	$3,748,216	$11,134,648
JP Morgan Chase Bank, N.A.	$200,000,000	$3,829,716	$11,399,148
PNC Bank, N.A.	$200,000,000	$3,309,716	$9,829,148
Sumitomo Mitsui Banking Corporation	$200,000,000	$3,332,216	$9,896,648
TD Bank, N.A.	**$200,000,000**	**$3,167,716**	**$9,402,148**
Wells Fargo Bank, N.A.	$200,000,000	$3,449,716	$10,249,148
Alternative Products			
JP Morgan Chase Bank, N.A.	$200,000,000	$4,367,216	$13,001,648
PNC Bank, N.A.	$200,000,000	$3,366,494	$9,999,481

Targeted firms are shown in bold.

Commercial Paper Support

Citigroup Global Markets Inc. provided two pricing scales for different facility sizes. The summary above reflects the proposal for a facility size of $100,000,000.

Alternative Products

Morgan Stanley provided a proposal for a product that was less desirable to Metro and is therefore not included in the summary above.

*All Costs are based on a standardized assumption of a $150,000,000 facility size with provided pricing for a three-year tenor when available.

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

File #: 2022-0525, **File Type:** Informational Report **Agenda Number:** 23.

EXECUTIVE MANAGEMENT COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: SURVEY OF SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION PROGRAMS AND EXPLORING OPPORTUNITY FOR RECIPROCITY (REPORT NO. 22-AUD-05)

ACTION: RECEIVE AND FILE

RECOMMENDATION

RECEIVE AND FILE Office of the Inspector General (OIG) Final Report on the Survey of Small Business Enterprise (SBE) Certification Programs and Exploring Opportunity For Reciprocity.

ISSUE

As part of our ongoing effort to assist Metro in improving the efficiency and effectiveness of operations, the OIG performed a survey of selected government agencies, including (a) the 10 California Unified Certification Program (CUCP) certifying member agencies, (b) the California Department of General Services (DGS), and (c) the City and County of Los Angeles.

The objective of this survey was to determine whether Metro and selected government agencies could increase reciprocity of SBE certifications, simplify the certification process, and increase SBE participation.

BACKGROUND

The Disadvantaged Business Enterprise (DBE) program has a standard eligibility criterion which is set forth in the Code of Federal Regulations; primary eligibility criteria are:

- Individuals who are U.S. citizens are considered disadvantaged if they meet the federal definition of socially and economically disadvantaged as defined in 49 CFR Part 26.67. Individuals who are women, Black, or Hispanic are presumed to be disadvantaged.
- Personnel net worth must not exceed $1.32 million (excluding the individual's ownership in the business and equity in their primary residence, and including only the present value of assets in pension plans, IRAs and 401 (k) accounts, less the tax and interest penalties that would accrue if the asset were distributed at the present time).

Metro's Small Business Prime Set Aside Program is race and gender-neutral, sets aside applicable

contracts for small businesses, and enables small businesses to compete only against other small businesses for projects up to $5 million. Only Metro-certified SBEs can participate in the Small Business Prime Program. As of December 31, 2021, Metro certified 2,338 SBE firms, of which 689 firms were awarded Metro contracts. Under Metro's Program, applicants must meet five requirements.

1. Personal Net Worth: Personal Net Worth must not to exceed $1.32 million.
2. Business Size Standard: A firm (including affiliates) must be a small business as defined by the Small Business Administration. Annual gross receipts must not exceed $26,290,000.
3. Ownership: The business must be a for-profit small business concern with the applicant/owner having at least 51% interest and control management of the daily business operations.
4. Independence: The business must not be affiliated to another firm in such a way as to compromise its independence and control or its eligibility as an SBE.
5. Management and Control: The applicant owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day decisions, as well as long-term decisions on matters of management, policy and operations.

DISCUSSION

1. Summary

The DBE program has uniform standards and criteria, and all 10 CUCP member agencies accept DBE firms certified by the other CUCP members. However, there are no uniform requirements and standards for SBE certification and no statewide reciprocity program to accept SBE firms certified by other agencies. Each agency surveyed had its own program, standards and criteria to certify and accept or not accept small business firms certified by other agencies, and some agencies did not have an SBE certification program.

2. Survey Results

A. SBE Certification Programs. The survey found that:

1) Five of the 10 CUCP member agencies have their own SBE certification program (Metro, City of LA, San Francisco Bay Area Rapid Transit District (BART), San Mateo County Transit District (SamTrans), and Santa Clara Valley Transportation Authority (VTA); one agency (BART) had the same certification requirements as Metro, and the other three agencies did not have a personal net worth requirement.
2) The remaining 5 agencies do not have an SBE certification program (Caltrans, City of Fresno, San Diego County Regional Airport Authority (SDCRAA), San Francisco International Airport (SFO), and San Francisco Municipal Transportation Agency (SFMTA).
3) None of the 10 CUCP member agencies, DGS, or the County of Los Angeles had unlimited or unconditional reciprocity to accept SBEs certified by any government agency.
4) Nine agencies (Caltrans, City of LA, SDCRAA, BART, SFO, SFMTA, SamTrans, VTA, and County of Los Angeles) have limited reciprocity to accept certifications from certain government agencies, and they also accept DGS certifications. Metro and the City of

Fresno do not accept DGS certifications.

B. California Department Of General Services. The DGS small business certification program follows State law, which in some areas differ from Metro 's requirements. For example, DGS's program does not have a personal net worth (PNW) requirement and has a self-certification process, while Metro has a PNW requirement and verifies application information. Therefore, Metro does not accept DGS SBE certifications because it could compromise the integrity of Metro's Program.

C. Metro Does Not Accept SBE Certifications From Other Agencies. Metro has a robust verification process to ensure applicants actually meet SBE eligibility requirements. Metro currently does not accept SBE firms certified by other agencies, in part, because of concerns that others may not adhere to the same standards as set forth in Metro's SBE Program and may not verify SBE application information. Additionally, Metro conducted a test of DGS's program by creating a fictious company and was granted SBE certification in a matter of minutes. It appears that DGS's self-certification had little to no verification whether the applicant qualifies as a small business.

D. Some Agencies Accept SBE Certifications Of Others. We found that some agencies accept small businesses certifications of other agencies, which demonstrates an interest and need for reciprocity. For example:

1) The City of Los Angeles accepts small business certification from DGS, and the City's propriety departments accept SBE certification from several agencies including Metro and LSBE certifications from the County of Los Angeles.
2) SDCRAA accepts SLBE certifications from the City of San Diego, DGS, and other agencies that use SBA size standards.
3) BART accepts SBE certifications if there is an MOU for reciprocity with the certifying agency.
4) SFO accepts SBE certifications from other agencies that use SBA size standards.
5) SFMTA accepts San Francisco Local Business Enterprise and DGS certifications.
6) SamTrans accepts small business certifications from VTA and DGS.

In addition, four agencies (SDCRAA, BART, SFO, and SFMTA) accept a certified DBE as an SBE.

3. Opportunities For Improvement

Our survey found opportunities to increase contracting opportunities for small businesses by increasing SBE certification reciprocity with other agencies, which will improve the effectiveness of the Metro SBE Program. In our opinion, Metro may consider accepting SBE certifications from other agencies or developing SBE certification reciprocity with other agencies if the other agencies have a formal SBE Program and use the same or similar certification requirements as Metro and those agencies or Metro verify the information of the applications. BART uses the same five SBE certification requirements as Metro. Thus, an opportunity for SBE reciprocity exists there.

Metro is recognized as a leader in the certification of SBE applicants in the State and is viewed by other agencies with confidence in its verification process. Metro may increase its leadership role and improve its acceptance of other agencies SBE certifications, or at least increase acceptance of Metro's SBE certifications by other agencies, by conducting increased outreach to other agencies for that purpose.

Metro should not engage in SBE reciprocity with agencies who do not have their own formal SBE certification program but instead rely upon the SBE certification program from DGS, whose Small Business Program does not currently meet or exceed Metro's SBE certification requirements or verification standards. If Metro's Program were to become rife with fraud, it would diminish the reputation of the agency and dilute Program benefits for legitimate SBE vendors.

4. Recommendations

1. Review and evaluate BART's SBE certification process and standards to determine if reciprocity can be developed with them.

2. Work with the City and County of Los Angeles to harmonize their SBE Programs, and develop SBE certification reciprocity.

3. Consider leading a Los Angeles County SBE Certification Summit to discuss program terms, requirements, minimum standards, and reciprocity among other agencies.

4. Continue to be a lead agency by making Metro's SBE Program known to other agencies throughout the State and encourage them to accept Metro's SBE certifications.

5. Continue to review and evaluate the California DGS's small business certification program and standards to determine whether Metro can recognize or accept some DGS certifications without compromising Metro's own SBE certification standards.

FINANCIAL IMPACT

There is no financial or budgetary impact by accepting the report. However, Metro's compliance with the recommendations would improve the effectiveness of its SBE certification program by working with other agencies to achieve increased reciprocity and potentially expand the SBE pool for Metro.

EQUITY PLATFORM

It is the OIG's opinion that there is no equity consideration or impact caused by this report. However effective implementation of the recommendations herein has the potential to improve SBE participation and contract awards for entities, and job opportunities for persons, that live and work in disadvantaged and low income areas in our region.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Recommendations support strategic plan goal number 5.5: "Metro will expand opportunities for

businesses and external organizations to work with us."

NEXT STEPS

Metro management has provided the OIG with its response to our report. They agree with our recommendations and to take action to carry out the recommendations within a reasonable time. The OIG will assist as requested to help them carry out those endeavors.

ATTACHMENTS

Attachment A: Final Report on the Survey of Small Business Enterprise (SBE) Certification Programs and Exploring Opportunity For Reciprocity (Report No. 22-AUD-05)

Attachment B: PowerPoint Presentation

Prepared by: Asuncion Dimaculangan, Senior Auditor, (213) 244-7311
Yvonne Zheng, Senior Manager, Audit, (213) 244-7301
George Maycott, Senior Director, Special Projects, (213) 244-7310

Reviewed by: Karen Gorman, Inspector General, (213) 922-2975

ATTACHMENT A
LEGISTAR FILE # 2022-0525

Los Angeles County
Metropolitan Transportation Authority
Office of the Inspector General

Survey of Small Business Enterprise (SBE) Certification Programs and Exploring Opportunity for SBE Reciprocity

Report No. 22-AUD-05

September 2, 2022

Metro

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ACRONYMS AND ABBREVIATIONS

Acronym	Definition
ACDBE	Airport Concessions Disadvantaged Business Enterprise
BART	San Francisco Bay Area Rapid Transit District
CALTRANS	California Department of Transportation
CFR	United States Code of Federal Regulations
CITY OF LA	City of Los Angeles
CORE	City of Los Angeles Certification Outreach Regulations Enforcement
CUCP	California Unified Certification Program
DBE	Disadvantaged Business Enterprise
DEOD	Metro Diversity & Economic Opportunity Department
DGS	California Department of General Services
DVBE	Disabled Veteran Business Enterprise
EDWOB	Economically Disadvantaged Women-Owned Business
LA METRO	Los Angeles County Metropolitan Transportation Authority
LAUSD	Los Angeles Unified School District
LSB	City of Los Angeles – Local Small Business
LSBE	Local Small Business Enterprise
MB	Micro Business
MOU	Memorandum of Understanding
NAICS	North American Industry Classification System
OCR	Office of Civil Rights
OHA	SBA's Office of Hearings and Appeals
OSDS	Office of Small Business and DVBE Services
PNW	Personal Net Worth
PW	Public Works
SAMTRANS	San Mateo County Transit District
SBA	Small Business Administration
SBE	Small Business Enterprise
SDCRAA	San Diego County Regional Airport Authority
SFMTA	San Francisco Municipal Transportation Agency
SFO	San Francisco International Airport
SLBE	Small/Local Business Enterprise
SMBE	Small Minority Business Enterprise
SWBE	Small Women Business Enterprise
USDOT	United States Department of Transportation
USWCC	US Women's Chamber of Commerce
VTA	Santa Clara Valley Transportation Authority
WBEC – WEST	Women's Business Enterprise Council West
WOSB	Women-Owned Small Business

Los Angeles County
Metropolitan Transportation Authority

Metro

Office of the Inspector General
818 West 7th Street, Suite 500
Los Angeles, CA 90017

213.244.7300 Tel
213.244.7318 Fax

DATE: September 2, 2022

TO: Metro Board of Directors
Metro Chief Executive Officer

FROM: Yvonne Zheng, Senior Manager, Audit
Office of the Inspector General

SUBJECT: Final Report on Survey of Small Business Enterprise (SBE) Certification Programs and Exploring Opportunity for Reciprocity (Report No. 22-AUD-05)

EXECUTIVE SUMMARY

As part of our ongoing effort to assist Metro in improving the efficiency and effectiveness of operations, the Office of the Inspector General (OIG) performed a survey of selected government agencies including (a) 10 California Unified Certification Program (CUCP) certifying partner agencies (members), (b) California Department of General Services (DGS), and (c) the County of Los Angeles to explore the possibilities of increasing Small Business Enterprise (SBE) certification reciprocity with other agencies, which is an area of interest of the Metro Board.

Our survey of 10 California Unified Certification Program (CUCP) member agencies (including Metro) found that the agencies have reciprocity to accept Disadvantaged Business Enterprise (DBE) firms certified by other CUCP members. However, there are no uniform requirements and standards for SBE certification and no reciprocity program to accept SBE certification by other agencies. Each agency surveyed had its own program, standards, and criteria to certify and accept or not accept SBE certification by other agencies, and some agencies did not have an SBE certification program. Our survey found opportunities to increase contracting opportunities for SBEs by increasing reciprocity with agencies that have similar standards as Metro. The effectiveness of the SBE Program can be improved by:

- Working with other agencies to develop SBE reciprocity including the City of Los Angeles, County of Los Angeles, and San Francisco Bay Area Rapid Transit District.

- Leading a Los Angeles County SBE summit to discuss requirements, standards and reciprocity with other County agencies and other municipalities.

- Making Metro's SBE Program better known to other State agencies, encouraging them to accept Metro's SBE certification, and offering them the opportunity to develop SBE reciprocity by informing Metro of their SBE Program and verification process.

- Reviewing and evaluating California DGS's small business certification program and standards to determine whether Metro can recognize or accept some DGS certifications without compromising Metro's own SBE certification standards.

- Metro is already recognized as a leader in SBE certifications. Continue to act as a lead agency in the State and encourage reciprocity by others of Metro's certifications.

A. The California Unified Certification Program provides "one-stop shopping" certification services to small, minority and women owned businesses seeking to participate in the United States Department of Transportation (USDOT) DBE Program. The CUCP is charged with the responsibility of certifying firms and compiling and maintaining the database of certified DBE firms for USDOT grantees in California, pursuant to 49 CFR Part 23 and 26. The database is intended to expand the use of DBE firms by maintaining complete and current information on those businesses and the products and services they can provide to federal grantees in California. The 10 CUCP certifying agencies are:

1. Los Angeles County Metropolitan Transit Authority (LA Metro)
2. California Department of Transportation (Caltrans)
3. City of Fresno
4. City of Los Angeles (City of LA)
5. San Diego County Regional Airport Authority (SDCRAA)
6. San Francisco Bay Area Rapid Transit District (BART)
7. San Francisco International Airport (SFO)
8. San Francisco Municipal Transportation Agency (SFMTA)
9. San Mateo County Transit District (SamTrans)
10. Santa Clara Valley Transportation Authority (VTA)

B. SBE Certification Programs. We found that 5 of the 10 CUCP member agencies have their own SBE certification program (Metro, City of LA, BART, SamTrans, and VTA); one agency (BART) uses the same certification requirements as Metro, and the other three agencies do not have a personal net worth requirement, which is a Metro requirement. In addition, 5 agencies do not have an SBE certification program (Caltrans, City of Fresno, SDCRAA, SFO, and SFMTA). Matrix 1 shows the various CUCP members' SBE certification requirements compared to Metro's key requirements.

Matrix 1: CUCP Members' SBE Certification Key Requirements

Item	California Unified Certification Program (CUCP) Member	Personal Net Worth (PNW)	Business Size (Annual Gross Receipts)	Ownership	Independence	Management Control
		< $1,320,000	< $26,290,000	For-Profit Small Business (>51% Interest)	Not Affiliated with Another Firm	Owner Control of Operations
A	LA Metro	X	X	X	X	X
B	Caltrans	No SBE Program				
C	City of Fresno	No SBE Program				
D	City of Los Angeles	No criteria on PNW	X	X	X	X
E	SDCRAA	No SBE Program				
F	BART	X	X	X	X	X
G	SFO	No SBE Program				
H	SFMTA	No SBE Program				
I	SamTrans	SamTrans currently recognizes DGS and VTA only for SBE certification and uses their standards				
J	VTA	No criteria on PNW	X	X	X	X

For more details of each CUCP member's SBE certification requirements, see Attachment B, CUCP Members' Requirements for SBE Certification.

Our review also found that none of the 10 CUCP member agencies and the 2 other agencies reviewed had unlimited or unconditional reciprocity to accept SBEs certified by all other agencies that certify small businesses. However, nine agencies (Caltrans, City of LA, SDCRAA, BART, SFO, SFMTA, SamTrans, VTA, and County of Los Angeles) have a limited reciprocity to accept SBE certifications from certain government agencies.

In addition, 8 of the 10 CUCP members and the County of Los Angeles accept California Department of General Services (DGS) small business (SB) certifications, and Metro and the City of Fresno do not accept DGS SB certifications. All of the 10 CUCP member agencies accept DBEs certified by other CUCP members, as shown in Matrix 2 below. This is because DBE programs all use the same federal standards but SBE standards have not been adopted State wide.

Matrix 2: CUCP Members and Other Agencies DBE & SBE Certification Programs

	California Unified Certification Program (CUCP) Member	DBE Reciprocity	SBE Program in Place	SBE Unlimited Reciprocity	SBE Limited Reciprocity	Accepts DGS SB Certification
A	LA Metro	Yes	Yes	No	No	No
B	Caltrans	Yes	No	No	Yes	Yes
C	City of Fresno	Yes	No	No	No	No
D	City of Los Angeles	Yes	Yes	No	Yes	Yes
E	SDCRAA	Yes	No	No	Yes	Yes
F	BART	Yes	Yes	No	Yes	Yes
G	SFO	Yes	No	No	Yes	Yes
H	SFMTA	Yes	No	No	Yes	Yes
I	SamTrans	Yes	Yes	No	Yes	Yes
J	VTA	Yes	Yes	No	Yes	Yes
	Other Agencies					
K	California DGS		Yes	No	No	N/A
L	County of Los Angeles		Yes	No	Yes	Yes

Note to Matrix 2: For the purposes of this report, "SBE Unlimited Reciprocity" means that an agency accepts or recognizes SBE certifications from all agencies that certify small businesses. "SBE Limited Reciprocity" means that an agency accepts or recognizes SBE certifications from a limited number of agencies.

C. County of Los Angeles is not a CUCP member. The County has a certification program called Local Small Business Enterprise (LSBE) preference program that uses the same eligibility criteria as DGS, which is not consistent with Metro's certification requirements in areas such as personal net worth and application verification.

D. Metro's Diversity & Economic Opportunity Department (DEOD) is responsible for administrating the SBE and DBE Programs. The DEOD Director stated that Metro uses the same application form for DBE and SBE certifications. Metro accepts CUCP member's DBE certifications from other CUCP members because all members follow the same Federal regulations to certify DBEs. However, Metro currently does not accept SBE firms certified by other agencies due to concern that their SBE certification requirements are not up to Metro's standards. Also, each agency has its own certification standards and procedures, and DEOD has concerns that the verification process of other agencies is inadequate.

BACKGROUND

To determine the DBE and SBE eligibility, agencies normally adopt and follow rules published by the United States Code of Federal Regulations (CFR) and the Small Business Administration (SBA). Metro considers the DBE standards in developing its SBE standards, such as the personal net worth element. The following sections are excerpted from CFR rules and SBA Size Eligibility Provisions, and Standards.

A. Rules to Determine Social and Economic Disadvantage (DBE Standards)

Pertinent sections of CFR Title 49, Subtitle A, Part 26, Subpart D § 26.67, to determine social and economic disadvantage are:

(a) Presumption of disadvantage.

(1) You must rebuttably presume that citizens of the United States (or lawfully admitted permanent residents) who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the SBA, are socially and economically disadvantaged individuals. You must require applicants to submit a signed, notarized certification that each presumptively disadvantaged owner is, in fact, socially and economically disadvantaged.

(2)

(i) You must require each individual owner of a firm applying to participate as a DBE, whose ownership and control are relied upon for DBE certification, to certify that he or she has a personal net worth that does not exceed $1.32 million.

(ii) You must require each individual who makes this certification to support it with a signed, notarized statement of personal net worth, with appropriate supporting documentation. To meet this requirement, you must use the DOT personal net worth form provided in appendix G to this part without change or revision. Where necessary to accurately determine an individual's personal net worth, you may, on a case-by-case basis, require additional financial information from the owner of an applicant.

(iii) In determining an individual's net worth, you must observe the following requirements:

(A) Exclude an individual's ownership interest in the applicant firm.

(B) Exclude the individual's equity in his or her primary residence.

(C) Do not use a contingent liability to reduce an individual's net worth.

(D) With respect to assets held in vested pension plans, Individual Retirement Accounts, 401(k) accounts, or other retirement savings or investment programs in which the assets cannot be distributed to the individual at the present time without significant adverse tax or interest consequences, include only the present value of such assets, less the tax and interest penalties that would accrue if the asset were distributed at the present time.

B. Small Business Administration (SBA) Size Standards

CFR Title 13, Chapter I, Part 121, Subpart A - Size Eligibility Provisions and Standards provides the following rules to determine small business size:

§121.101 What are SBA Size Standards?

(a) SBA's size standards define whether a business entity is small and, thus, eligible for Government programs and preferences reserved for "small business" concerns. Size standards have been established for types of economic activity, or industry, generally under the North American Industry Classification System (NAICS).

§121.102 How does SBA Establish Size Standards?

(a) SBA considers economic characteristics comprising the structure of an industry, including degree of competition, average firm size, start-up costs and entry barriers, and distribution of firms by size. It also considers technological changes, competition from other industries, growth trends, historical activity within an industry, unique factors occurring in the industry which may distinguish small firms from other firms, and the objectives of its programs and the impact on those programs of different size standard levels.

(b) As part of its review of a size standard, SBA will investigate if any concern at or below a particular standard would be dominant in the industry. SBA will take into consideration market share of a concern and other appropriate factors which may allow a concern to exercise a major controlling influence on a national basis in which a number of business concerns are engaged. Size standards seek to ensure that a concern that meets a specific size standard is not dominant in its field of operation.

(c) As part of its review of size standards, SBA's Office of Size Standards will examine the impact of inflation on monetary-based size standards (e.g., receipts, net income, assets) at least once every five years and submit a report to the Administrator or designee. If SBA finds that inflation has significantly eroded the value of the monetary-based size standards, it will issue a proposed rule to increase size standards.

C. California Unified Certification Program (CUCP)

The United States Department of Transportation (USDOT) requires that a Unified Certification Program, governed by 49 Code of Federal Regulations (CFR), Part 26, be implemented that allows applicants for the Disadvantaged Business Enterprise (DBE) program to apply once for a DBE certification that will be honored by all recipients in a state.

The California Unified Certification Program (CUCP) provides "one-stop shopping" certification services to small, minority and women businesses seeking to participate in the USDOT DBE Program. The CUCP database is intended to expand the use of DBE firms by maintaining complete and current information on those businesses and the products and services they can provide to all grantee agencies in California. The database is available to government agencies within the state.

The California Department of Transportation (Caltrans) processes DBE applications statewide. There are other certifying agencies that certify geographically based on their region. The main eligibility requirements for DBE are:

1. Social and Economic Disadvantage. A disadvantaged owner must be a U.S. Citizen (or resident alien) and meet the federal definition of socially and economically disadvantaged as defined in 49 CFR, Part 26.67. Presumptive groups include women, African Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or any individual found to be socially and economically disadvantaged on a case-by-case basis.

2. Personal Net Worth. Only disadvantaged persons having personal net worth (PNW) of less than $1.32 million can be considered as a potential qualified DBE.

3. Business Size Standard. A firm (including affiliates) must be a small business as defined by the SBA. Average annual gross receipts over the previous three fiscal years may not exceed $22,410,000 ($52,470,000 for airport concessions in general, with some exceptions).

4. Ownership. Must be a for-profit small business concern, where socially and economically disadvantaged individuals own at least 51 percent interest in the firm.

5. Management and Control. The DBE owner(s) must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day decisions, as well as long-term decisions on matters of management, policy, and operations.

6. Independence. The business must not be affiliated with another firm in such a way as to compromise its independence and control.

7. On-Site Visit. Federal regulations require an On-Site Review be conducted for all DBE applicants.

OBJECTIVE, METHODOLOGY AND SCOPE OF SURVEY

The objective of this survey is to determine whether Metro and selected government agencies could increase reciprocity of SBE certifications, simplify the certification process, and increase SBE participation.

To achieve the survey objective, we performed a review of Metro DBE and SBE certification programs and related documents. We also visited government agencies websites and contacted certification officials of the selected government agencies to obtain information related to their DBE and SBE certification programs. Our review focused on SBE certification programs and the opportunity for SBE reciprocity. During the survey, we:

- Reviewed Metro's website and related documents to obtain an understanding of Metro's DBE and SBE certification programs;
- Obtained DBE and SBE data from Metro's DEOD;
- Clarified issues related to DBE and SBE certification programs with DEOD personnel;
- Met with Metro officials to discuss SBE reciprocity and obtained updated information;
- Visited CUCP and other selected government agencies' websites to review their SBE certification programs; and
- Contacted agencies to clarify issues related to SBE certification standards and reciprocity opportunities.

This survey was not an audit and limited in scope. Government Audit Standards were not strictly applied in this survey.

RESULTS OF SURVEY

The following sections discuss Metro and the other nine CUCP certifying agencies' DBE and SBE Programs. Because Metro is located in the County of Los Angeles, we included the County of Los Angeles SBE certification program in this survey even though it is not a CUCP member. We also included California Department General Services (DGS) in the survey because some of the CUCP members accept DGS SBE certification.

A. Los Angeles County Metropolitan Transportation Authority (Metro)

Metro currently certifies DBEs and SBEs. Metro's SBE and DBE eligibility requirements are virtually the same with one notable exception; the SBE Program is race, ethnic, and gender neutral and the DBE Program is not.

Disadvantaged Business Enterprise Program. Metro's DBE Program requires the applicant be socially and economically disadvantaged as outlined in CFR 49 Part 26. Metro is a member of the California Unified Certification Program (CUCP) and accepts DBEs certified by other member agencies.

Metro receives federal financial assistance from the USDOT through Caltrans, and as a condition of receiving this assistance, Metro signed the California Department of Transportation Disadvantaged Business Enterprise Implementation Agreement. Metro agreed to implement the State of California, Department of Transportation DBE Program Plan, which is based on 49 CFR 26 requirements.

DBE Certification Requirements. Under Metro's DBE Program, applicants must prove Social and Economic Disadvantage. Presumptive groups include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Americans, or other minorities found to be disadvantaged by the regulations or any individual found to be socially and economically disadvantaged on a case-by-case basis. Also, a disadvantaged owner must be:

- A U.S. Citizen (or resident alien), and
- Meet the federal definition of socially and economically disadvantaged as defined in 49 CFR Part 26.67.

Small Business Enterprise Program. Metro is the recipient of non-federal funds from state, local, and other sales tax funding sources. Metro implemented an SBE Program, as a condition of assistance, and in compliance with the Metro Board adopted Small Business Enterprise Program, and in response to Proposition 209 that amended the state constitution to prohibit state governmental institutions from considering race, sex, or ethnicity, specifically in the areas of public employment, public contracting, and public education. The SBE Program is a race and gender-neutral. Metro sets forth the policies and procedures to be implemented in order to assure that small businesses have the maximum opportunity to participate in Metro's non-federally funded competitive negotiated and competitive bid contracts.

SBE Certification Requirements. Under Metro's program, there are five requirements that all applicants for SBE and DBE certification must prove (see Attachment A for more details).

1. Personal Net Worth: Personal Net Worth (PNW) of less than $1,320,000. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm and equity in his or her primary residence.

2. Business Size Standard: A firm (including affiliates) must be a small business as defined by the Small Business Administration. It must not have annual gross receipts over $26,290,000, in the previous three or five fiscal years. Effective January 6, 2022 the gross receipt average calculation will go from a three-year average to a five-year average. Through this transition period, firms may choose between using a three-year averaging period or a five-year averaging period. Depending on the type of work the business performs, other size standards may apply. The North American Industry Classification System (NAICS) is used to determine industry and additional size standards.

3. Ownership: Must be a for-profit small business concern with the applicant/owner having at least 51% interest and control management of daily business operations.

4. Independence: The business must not be affiliated to another firm in such a way as to compromise its independence and control. These include, but are not limited to, areas such as personnel, facilities, equipment, financial and/or bonding support, and other resources.

5. Management and Control: The applicant owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day decisions, as well as long-term decisions on matters of management, policy and operations.

Certification Process. Metro has one application form for both the DBE and SBE Programs. The applicant indicates which program(s) the applicant would like to apply for by checking a box on the form. The certification process involves a comprehensive review of the submitted certified application and supporting documentation. Metro contacts the applicant if additional information is needed. Site visits are performed for DBE applications to further evaluate eligibility.

- DBE Certifications. Our review found that Metro accepted 324 DBE certifications from 7 of the 10 CUCP agencies as of December 31, 2021 (Caltrans, City of Fresno, City of Los Angeles, BART, SFMTA, SamTrans, and VTA).

- SBE Certifications. Data provided by DEOD showed that Metro certified 2,338 SBE firms as of December 31, 2021, of which 689 SBE firms were awarded Metro contracts.

According to the Director of DEOD, Metro's SBE certification and database only includes firms certified by Metro. To participate in Metro's SBE Program, a firm must be certified by Metro. DEOD staff stated, "*There is no way for us to know what other certifications firms may hold with other agencies."*

Reciprocity of SBE Certifications. Metro does not have SBE certification reciprocity with other state agencies. Metro's DEOD Manager of Certification & Economic Development stated the following reason for not accepting SBEs certified by other agencies:

> *In considering accepting the Certification of other agencies that certify firms as SBEs, one of the biggest concerns was whether other SBE programs adhere to the same certification standards as set forth in Metro's SBE Program. For example, the Department of General Services (DGS) has a self-certification SBE program that has little to no verification into whether the applicant firm qualifies as an SBE. Metro conducted a test, creating a fictitious company and was granted certification in a matter of minutes. Therefore, to maintain the integrity of the program, Metro decided to not seek reciprocity.*

The DEOD Director stated that although Metro uses the same application form for DBE and SBE, Metro only accepts DBEs certified by other CUCP agencies and does not accept SBEs certified by other agencies. Metro accepts DBEs certified by others because all CUCP members follow the same Federal regulations to certify DBEs.

The Director explained Metro does not accept SBE certifications from other agencies because they either do not have an SBE Program that meets Metro standards, or the agencies accept DGS's SBE certifications which do not have an application verification process. DGS's small business certification process uses a "self-certification" model which has no verification checks or controls and does not require applicants to submit documentation supporting their application, such as a license, tax information, or revenue statements. The Director said this lack of SBE application and documentation verification allows anyone to apply and obtain SBE certification, as was proven in DEOD's test over a year ago.

The Director stated that "*Metro's SBE program is very stringent, and the process is very detailed; accepting DGS's SBE certification discredits our excellent program and will create many problems for Metro and compromise the integrity of Metro's program*."

The Director added that other agencies accept Metro's certification because "*we are the gold standard*." Metro conducts an annual review of certified firms and if they find that they are not up to par, they begin the process to de-certify – a process that other agencies may not be performing.

While it might seem that if agencies are verifying DBEs it would be easy enough to do the same for SBEs, however the number of SBEs far exceeds those applying for DBE status.

Summary. Metro accepts DBEs certified by CUCP member agencies, has an SBE Program, and does not accept SBE firms certified by other agencies.

B. California Department of Transportation (Caltrans)

Caltrans Website. Caltrans' Office of Civil Rights (OCR) is responsible for the contract participation of Small Business (SB), Disadvantaged Business Enterprise (DBE), and Disabled Veteran Business Enterprise (DVBE) firms.

- DBE. The website states that firms wanting to apply for DBE certification may contact any one of the 10 CUCP certifying partners. Caltrans provides DBE certification reciprocity with other CUCP certification partners.

- SBE. Caltrans does not have an SBE certification program. For small business applications, the Caltrans website directs applicants to the California Department of General Services (DGS) website.

DGS Small Business Program. We contacted a DGS Certification Officer, Procurement Division, regarding the Caltrans website directing small business applicants to the DGS website, who responded:

> *"We are a different program from Caltrans. Our agency is called Department of General Services, and we do a lot of the purchasing for the other state agencies.*

Because we do so much of the purchasing, California law gives us the authority to have our own certification program with state rules and terminology. We don't have the authority to accept other certifications, either in certification reciprocity with other organizations or to be accepted for benefits on a state bid. I think the Caltrans website is confusing because they call our State of California Small Business Certification (SB) a different name — Small Business Enterprise (SBE). Our certification uses state size standards ($15 million), rather than the NAICS-based federal standards used in federal programs. Still, many organizations treat them as if they are equivalent. Caltrans doesn't have an SBE program. It appears that they use our program instead, but I'm not sure how they use SBE in their contracts."

SBE Reciprocity. We also contacted Caltrans Office Chief Certification Branch, Office of Civil Rights, to verify whether Caltrans provides SBE certification reciprocity, who responded:

"Caltrans does not accept SBE certifications from CUCP members or other government agencies. The only certification Caltrans will accept, on a federal contract, is a DBE certification."

Summary. Caltrans accepts DBE certified by CUCP member agencies, does not have an SBE Program, does not provide SBE certification reciprocity, and accepts SB certifications by DGS.

C. City of Fresno

DBE. The City of Fresno is a recipient of Federal Highway Administration, Federal Aviation Administration and Federal Transit Administration funds and as a condition of receiving these funds, the City has implemented the US Department of Transportation DBE and Airport Concessions Disadvantaged Business Enterprise Programs based on 49 CFR, Part 23 and 26 requirements. The City participates in the CUCP and accepts DBEs certified by other CUCP member agencies.

SBE. We did not find a small business program on the City's website. We contacted the DBE Business Coordinator to inquire about the City's SBE Program, who responded, *"The City of Fresno does not have an SBE Program. I usually point vendors to the City of San Francisco SBE Program. However, I hope to start one here in the future."*
Summary. The City of Fresno accepts DBEs certified by CUCP member agencies and does not have an SBE certification program.

D. City of Los Angeles (City of LA)

DBE. We contacted the City of Los Angeles Certification Outreach Regulations Enforcement (CORE) Officer about the City's DBE certifications reciprocity, who told us that as a member of the CUCP, the City of LA accepts all DBE firms certified by other CUCP member agencies.

SBE. The City has 2 SBE certification programs:

- SBE (LA) - A recognition program relying on the CA Department of General Services small business certifications. Other than DGS, the City does not recognize SBE certification from any other agency including Metro.

- SBE (Proprietary) - A recognition program used by the City's proprietary departments such as Department of Water & Power (DWP), Los Angeles World Airport (LAWA), and Port of Los Angeles. The preliminary criteria to be certified as an SBE firm are:

    - An independently-owned and operated business.
    - A small business that meets the size criteria set forth by the SBA 8(a) Business Development Program or the State of California DGS Small Business Program.
    - Organized as a for-profit business.

    If a firm is currently certified with any of the following agencies, the firm does NOT need to submit the SBE (Proprietary) Application:

    - Los Angeles County Metropolitan Transportation Authority (Metro) – Small Business Enterprise (SBE).
    - Federal Small Business Administration (SBA) – 8(a) Business Development Program.
    - State of California Department of General Services (DGS) – Small Business (SB), Micro Business (MB) and Public Works (PW).
    - California Department of Transportation (Caltrans) – Small Minority/Women Business Enterprise (SMBE/SWBE).
    - US Women's Chamber of Commerce (USWCC) – Women-Owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB).
    - National Women Business Owners Corporation (NWBOC) – Women-owned Small Business (WOSB) & Economically Disadvantaged Women-owned Business (EDWOSB).
    - Women's Business Enterprise Council West (WBEC - West) - Women-owned Small Business (WOSB).
    - City of Los Angeles – Local Small Business (LSB).
    - Los Angeles County – Local Small Business Enterprise (LSBE).
    - California Unified Certification Program (CUCP) – Disadvantaged Business Enterprise (DBE) member agencies including LA Metro.

Summary. The City of LA accepts DBEs certified by other CUCP member agencies and has two SBE certification programs. The City accepts small business firms certified by DGS, but no one else including Metro. In other instances, the City's proprietary departments such as DWP, LAWA and Port of LA accept SBEs certified by Metro and several other sources.

E. San Diego County Regional Airport Authority (SDCRAA)

SBE Program. According to the Interim Manager/Small Business Development, SDCRAA does not have a specific SBE Program. The Interim Manager advised us,

> *"If we have a firm that has a DBE certification from the state of California, we consider them to be an SBE. We will also accept the SLBE from the City of San Diego or any agency that certifies firms with the guidelines of the SBA size standards."*

Small Business Preference Program. The Authority has a small business Preference Program. To be considered a small business and eligible for a preference, a business concern must meet one of the following criteria.

- An enrollee in the Authority's Bonding and Contract Financing Assistance Program; or
- A certified DBE by the CUCP; or
- A business concern that possesses a valid certification issued by an agency, approved by the Authority that verifies the firm is within SBA size standards.

Acceptable Certifying Entities**.** SDCRAA's website shows the following agencies that have certifications acceptable to the Authority:

- California Department of General Services (DGS) Small Business Certification provided that the SBA size standard for the specific trade does not exceed $14 million or 100 employees; or
- DGS Micro Business Certification provided that the SBA size standard for the specific trade does not exceed $3.5 million or 25 employees; or
- City of San Diego Small Local Business Enterprise (SLBE) certification provided that the SLBE must provide evidence to the City that it meets the SBA size standards. The Authority will seek such verification from the City. It is the SLBE's responsibility to provide that information to the City's SLBE program prior to submission of any proposals to the Authority.

Summary. SDCRAA does not have an SBE certification program, but it has a small business preference program and considers a DBE certified by CUCP eligible for preference. It also accepts certifications from DGS, the City of San Diego SLBE certifications, or an agency that certifies firms that are within SBA size standards. It would likely accept Metro certifications.

F. San Francisco Bay Area Rapid Transit District (BART)

SBE Program. BART has an SBE certification program. The booklet titled "BART SBE Certification Application" indicates that BART is responsible for certification of firms and compiling and maintaining the database of certified firms. General guidelines for a firm to be certified as an SBE by BART are:

- The firm must be at least 51% owned and controlled by one or more individuals whose personal net worth does not exceed $1.32 million, excluding the individual's ownership interest in the applicant firm and the equity in his/her primary residence.
- The firm must be an independent business, and one or more of the owners must control its management and daily operations.
- Only an existing, for-profit firm is eligible to be certified as an SBE. Applicants are first subject to the applicable small business SBA size standards. Additionally, the average annual gross receipts for the firm (and its affiliates) must not exceed the USDOT cap of $22.41 million.
- The applicant must be a U.S. Citizen or a lawfully admitted permanent resident alien.

BART's Senior Manager of Economic Opportunities & Policies stated:

> "*If firms are certified as a DBE in the State of California by the CUCP or one of its participating agencies is presumptively held to have met the requirements and the firm remains eligible as a CUCP-certified DBE, then BART accepts it as SBE. If there is an MOU for reciprocity of SBE firms from the certifying agency, we accept reciprocity.*"

Summary. BART has an SBE Program. BART presumptively accepts CUCP certified DBE firms as an SBE and accepts SBE certification if there is an MOU for reciprocity with the certifying agency. BART may be a candidate for SBE reciprocity with Metro if they adhere to similar standards as Metro.

G. San Francisco International Airport (SFO)

SBE Program. The SFO website provides only limited information regarding small businesses. Therefore, we contacted staff in the SFO Vendor Diversity Administrator Chief Operating Officer's Office who told us that SFO does not have its own SBE Program and accepts SBE certifications of other agencies that use the SBA size standards, and also presumptively accepts DBE certification to qualify as an SBE.

Summary. SFO does not have an SBE certification program in place. Without an SBE Program, SFO would not be an SBE reciprocity agency for Metro. Metro could approach them about accepting Metro certifications.

H. San Francisco Municipal Transportation Agency (SFMTA)

SBE Program. The SFMTA website did not have specific information about an SBE Program. Therefore, we contacted the SFMTA Manager, Contract Compliance Office, who stated:

> *"We have an SBE verification process for firms wishing to do business with the SFMTA. This process is not necessary if the firm is certified as a DBE, SBE (with the*

California Department of General Services Agency), or as a San Francisco Local Business Enterprise (LBE). I'm not showing any other exceptions."

Summary. SFMTA has an SBE verification process, but not a certification program in place. SFMTA also accepts a certified DBE as an SBE, accepts DGS small business certification, and San Francisco certified LBEs.

I. San Mateo County Transit District (SamTrans)

SBE Program. SamTrans has an SBE Program. In addition, it accepts SBE certifications from a limited number of agencies including:

- Small Business (SB) certification performed by the California Department of General Services (DGS) for the following industries only: (a) Construction (NAICS 230000), (b) Manufacturing (NAICS 310000-330000), (c) Wholesaling (NAICS 420000), and (d) Trucking (NAICS 484000).
- All Microbusiness (MB) certifications by the DGS for all industries.
- Small Business Enterprise (SBE) certification by the Santa Clara Valley Transportation Authority (VTA).

Our discussion with the SamTrans DBE Administrator confirmed the only agencies SamTrans currently recognizes for small business certification are DGS and VTA.

Summary. SamTrans has an SBE Program, and accepts small business certification from DGS and Santa Clara VTA. SamTrans may be a candidate agency to accept Metro SBE certifications because Metro's SBE certification requirements meet or exceed the minimum requirements of DGS and VTA.

J. Santa Clara Valley Transportation Authority (VTA)

SBE Program. VTA has implemented an SBE Program to provide an equal opportunity for all small business firms to participate in non-federally funded contracts. The VTA Business Diversity Programs Management Analyst told us that VTA certifies small businesses, and also accepts certifications by the Department of General Services (DGS). VTA's certification process does not include a personal net worth requirement.

Summary. VTA has an SBE certification program and accepts DGS small business certifications. With no net worth standard, Metro would not provide reciprocity for VTA certifications, but Metro could approach VTA about accepting Metro certifications.

K. California Department of General Services (DGS)

DGS is the State's certifying agency that administers the small business, small business for the purpose of public works, and DVBE certification programs. In order for a small business to be eligible for small business certification, it must meet the following requirements:

- Be independently owned and operated;
- Not dominant in field of operation;
- Principal office located in California;
- Owners (officers, if a corporation) domiciled in California; and
- Including affiliates, be either:
  - A business with 100 or fewer employees; an average annual gross receipt of $15 million or less, over the last three tax years;
  - A manufacturer with 100 or fewer employees; or
  - A micro business – a small business will automatically be designated as a micro business, if gross annual receipts are $5,000,000 or less; or the small business is a manufacturer with 25 or fewer employees.

Our review found that 8 of the 10 CUCP members accept DGS SB certifications; LA Metro and the City of Fresno do not accept DGS SB certification. See Matrix 2 of this report.

We contacted the DGS Certification Officer, Procurement Division, Office of Small Business & DVBE Services (OSDS) to clarify the difference between DGS's SB certification and LA Metro's SBE certification standards/requirements in five areas - (1) Personal Net Worth, (2) Business Size Standard, (3) Ownership, (4) Independence, and (5) Management and Control (see Attachment A). The Certification Officer's response included the following pertinent information.

> *Our Small Business program, which includes State of California Small Business (SB) and Small Business for the Purpose of Public Works (SB-PW) certifications, is not a federal-style SBE program; however, localities and special districts use our SB Certification as if it is federal SBE.*
>
> *The difference is that our certification is based completely on state of California laws and regulations:*
>
> *All of the criteria are in the California State laws and regulations, but some rules are not clear to readers, for example:*
> - *There are no citizenship requirements for SB certification*
> - *There are no ethnicity, race, gender, social disadvantage, or economic disadvantage requirements for SB certification*
> - *Certified SBs must be for-profit enterprises*
> - *An applicant cannot be dominant in their industry; meaning, have the ability to exercise a controlling or major influence, on a statewide basis, in a kind of business activity.*

For your specific questions:

- *For state of California certifications, there is no review of **Personal Net Worth**, and net worth information is not collected from the applicants.*
- ***Size standards** do not link to NAICS codes, and there are only two size categories for SB, one category for SB-PW, and two categories for microbusinesses (SB/Micro):*
  - *SB certification […]has the following size limits:*
    - *The applicant firm, together with affiliates, has average gross annual receipts equal to or less than $15 million.*
    - *The applicant firm, together with affiliates, has 100 or fewer employees.*
  - *SB certification for manufacturers […]have the following size limits:*
    - *No average gross annual receipts limit for manufacturers.*
    - *The applicant firm, together with affiliates, has 100 or fewer employees.*
  - *Small Business for the Purpose of Public Works (SB-PW) certification […]has the following size limits:*
    - *The applicant firm, together with affiliates, has average gross annual receipts equal to or less than $36 million.*
    - *The applicant firm, together with affiliates, has 200 or fewer employees.*
  - *Smaller businesses will automatically receive the Micro designation on their SB certification (not including SB-PW) if:*
    - *SB certifications […]has average gross annual receipts equal to or less than $5 million.*
    - *SB certifications for manufacturers […]has 25 or fewer employees. Manufacturers do not have a Microbusiness gross receipts limit.*
- ***Ownership** must be disclosed in the application and match support documents and research.*
  - *Ethnicity, race, gender, social disadvantage, or economic disadvantage, etc. are not evaluated and there is no "qualifier.*
  - *In general, owners or officers must be domiciled in California.*
- *Applicant business must be **Independently Owned and Operated**.*
  - *There is no "qualifier" who must be independent, but the entire business must be independent.*
  - *Most subsidiaries are not certified due to this rule.*
  - *We do not evaluate affiliation under this section; it is evaluated with the size standard.*
- ***Management and control***
  - *This is not a separate issue that is evaluated for individuals. See Independently, above.*

- *There is no "qualifier" who must have management and control, but the entire business must be managed and controlled by its own leadership.*

See Attachment C for additional information on certification eligibility requirements for DGS programs on Small Business, Small Business-Micro Business, and Small Business for Purpose of Public Works.

Summary. While other CUCP member agencies may accept SBE certifications from DGS, it may not be a reciprocity agency for Metro due to the exceptions in their program, which are not consistent with Metro's certification requirements in areas such as personal net worth and application verification.

L. County of Los Angeles (County of LA)

Small Business Community Enterprise (CBE). The County of Los Angeles has a Small Business CBE Program that encourages business owners who are minorities, women, disabled veterans, or disadvantaged to capitalize on opportunities in government and private-sector procurement programs. To be eligible to participate in the CBE Program, a business must be certified as any one of the following:

- Minority Business Enterprise (MBE)
- Women Business Enterprise (WBE)
- Disadvantaged Business Enterprise (DBE)
- Disabled Veteran Business Enterprise (DVBE)

CBE Program Accepts DBE Certification. The County does not certify DBEs. However, the County's CBE Program recognizes DBEs for program participation purposes. To qualify for the CBE program as a DBE, a business must be certified by:

A. The State of California Department of Transportation's CUCP.
B. Any agency authorized to certify under the CUCP.

Local Small Business Enterprise. The County also has a Local Small Business Enterprise (LSBE) Preference Program, which boosts contracting opportunities for small businesses in the County. The County uses the same criteria to define local small businesses as DGS.

Summary. The County of Los Angeles has an LSBE preference program and uses the same criteria as DGS, which do not equate to Metro's certification requirements in areas such as personal net worth and application verification. The Program also has an additional requirement for a business to have its main office in Los Angeles County for at least 12 months.

CONCLUSION

The survey found that all 10 CUCP member agencies accept DBE firms certified by the other CUCP members. However, there are no uniform requirements and standards for Small Business Enterprise (SBE) certification and no statewide reciprocity program to accept SBE firms certified by other agencies. Each agency surveyed had its own program, standards and criteria to certify and accept or not accept small business firms certified by other agencies, and some agencies did not have an SBE certification program.

SBE Certification Program. We found that 5 of the 10 CUCP member agencies have their own SBE certification program (Metro, City of LA, BART, SamTrans, and VTA); one agency (BART) had the same certification requirements as Metro, and the other three agencies did not have a personal net worth requirement. Moreover, 5 agencies do not have an SBE certification program (Caltrans, City of Fresno, SDCRAA, SFO, and SFMTA).

Our review also found that none of the 10 CUCP member agencies and the 2 other agencies reviewed had unlimited or unconditional reciprocity to accept SBEs certified by any government agency. However, nine agencies (Caltrans, City of LA, SDCRAA, BART, SFO, SFMTA, SamTrans, VTA, and County of Los Angeles) have limited reciprocity to accept certifications from certain government agencies.

In addition, 8 of the 10 CUCP members and the County of Los Angeles accept Department of General Services (DGS) SB business certifications; Metro and the City of Fresno do not accept DGS certifications.

California Department of General Services. DGS has various types of small business certification programs, but not an SBE Program. DGS small business certification programs follow State law, which in some areas differ from Metro 's requirements. For example, DGS's program does not have a personal net worth (PNW) requirement and has a self-certification process, while Metro has a PNW requirement and verifies application information. Therefore, reciprocity with agencies who accept SBE certification from DGS obstructs Metro from accepting SBE certifications from those agencies as it would compromise the integrity of Metro's SBE Program.

Metro Does not Accept SBE Certifications from Other Agencies. Metro has a robust verification process to ensure applicants actually meet SBE eligibility requirements. Metro currently does not accept SBE firms certified by other agencies, in part, because of concerns that others may not adhere to the same standards as set forth in Metro's SBE Program and may not verify SBE applications. Additionally, Metro conducted a test of DGS's program by creating a fictious company and was granted SBE certification in a matter of minutes. It appears that DGS's self-certification had little to no verification whether the applicant qualifies as an SBE.

Some Agencies Accept SBEs Certified by Others. We found that some agencies accept small businesses certifications of other agencies, which demonstrates an interest and need for reciprocity. For example:

- The City of Los Angeles accepts small business certification from DGS, and the City's propriety departments accept SBE certification from several agencies including Metro and LSBE certification from the County of Los Angeles.
- SDCRAA accepts SLBE certification from the City of San Diego, DGS, and other agencies that use SBA size standards.
- BART accepts SBE certification if there is an MOU for reciprocity with the certifying agency.
- SFO accepts SBE certification from other agencies that use SBA size standards.
- SFMTA accepts San Francisco Local Business Enterprise and DGS certifications.
- SamTrans accepts small business certifications from VTA and DGS.

In addition, four agencies (SDCRAA, BART, SFO, and SFMTA) presumptively accept a certified DBE as an SBE.

Path Forward. Our survey found opportunities to increase contracting opportunities for small businesses by increasing SBE certification reciprocity with other agencies, which may improve the efficiency and effectiveness of the SBE Program. In our opinion, Metro may consider accepting SBE certifications from other agencies or developing SBE certification reciprocity with other agencies if the other agencies have a formal SBE Program and use the same or similar certification requirements as Metro. BART uses the same five SBE certification key requirements as Metro. Thus, an opportunity for SBE reciprocity exists there.

Metro is recognized as a leader in the certification of SBE applicants in the State and is viewed by other agencies with confidence in its verification process. Metro may increase its leadership role and improve its acceptance of other agencies SBE certifications, or at least increase acceptance of Metro's SBE certifications by other agencies by conducting increased outreach to other agencies for that purpose.

Metro should not engage in SBE reciprocity with agencies who do not have their own formal SBE certification program but instead rely upon the SBE certification program from DGS, whose SB Program does not meet Metro's SBE certification requirements. If Metro's program were to become rife with fraud it would diminish the reputation of the agency and dilute program benefits for legitimate SBE vendors.

OBSERVATIONS

Metro's Recent SBE Program Development

In response to the Board Motion 43 on December 2, 2021, Metro has developed a 48 by '28 plan, which includes the following top 8 initiatives:

1. Roll-Out 15-Day Pay Initiative for Small Business Enterprise (SBE) as Primes.

2. Explore Feasibility of increasing the SBE certification Personal Net Worth (PNW) cap and a potential SBE certification reciprocity with the Los Angeles Unified School District (LAUSD).
3. Coordination of Efforts with the Los Angeles Area Chamber of Commerce OneLA Collaborative.
4. Enhancing the reach of Metro's Small Business Outreach Efforts by Advertising Metro Events on the City of Los Angeles' RAMP Portal.
5. Engage Local Return and Transit Operators.
6. Enhance capacity building and access to capital.
7. Encourage Support for Federal Program Changes.
8. Increase Small Business Program Regional Attainments.

In 2021, Metro enhanced the SB Prime program by increasing its contract threshold requirement, creating two new tiers, MSZ-I and MSZ-II, in the Medium Sized program, and the development of a Dashboard and Scorecard to track prime contractor performance in meeting and or exceeding SBE/DBE and DVBE contract goals.

In February 2022, the Board approved the Local Small Business Enterprise (LSBE) Preference program to strengthen the local economy and maximize contracting opportunities that increase the capacity and growth of local small and historically under-utilized businesses within the communities in which Metro's transportation projects are being built. Metro is continuing its efforts to launch the LSBE Preference program by June 1, 2022.

To increase the pool of Certified SBE firms, Metro has begun to research the feasibility of a Personal Net Worth (PNW) adjustment formula. In addition, Metro is exploring the viability of establishing small business certification reciprocity with the Los Angeles Unified School District (LAUSD).

Metro Board Report (Item 34) April 15, 2021

An April 2021 Metro Board Report responded to Board Motion 51 on strategies to create new pathways for the increase of contracting opportunities for SBEs including determining the feasibility of achieving certification reciprocity with agencies that have similar baseline standards as Metro. The Board Report stated:

> *Metro's analysis revealed that the City of Los Angeles, LAWA, LAUSD, and the County of Los Angeles accept both Metro and DGS certification. In addition, the County of Los Angeles has had conversations with Metro regarding its SBE Program and is considering developing their own program that would emulate Metro's.*
>
> *This may present an opportunity for 1) the City, County and Metro to develop reciprocity agreements for a County Wide Small Business Program where both the city and the county accept Metro Certification, or 2) the City and County adhere to Metro certification standards.*

DBE Application Fraud

In April 2022, the U.S. Department of Transportation, together with the U.S. Attorney's Office for the Central District of California, entered into a deferred prosecution agreement with a DBE who underreported the company' gross income to qualify for the DBE Program. The agreement included a $650,000 criminal penalty. The company has since agreed not to apply for DBE certification at any time in the future.

This company was a certified DBE with Metro up until 2018. Metro's DEOD found the company had issues with its reported income and no longer met the eligibility standards to be certified as a DBE and was removed from the CUCP DBE database. Identifying DBEs who falsify their applications and removing them from the agency SBE/DBE Programs maintains the integrity of the Programs and avoids potentially negative publicity for the agency. Metro's reluctance to accept SBE certifications by others is in large part due to skepticism about others verification efforts.

RECOMMENDATIONS

Our survey identified opportunities to improve the efficiency and effectiveness of Metro's SBE certification program by working with other agencies to achieve reciprocity. We recommend Metro's Diversity and & Economic Opportunity Department:

1. Review and evaluate BART's SBE certification process and standards, which appears to have the same SBE standards and requirements as Metro and determine whether Metro can (1) accept SBE firms certified by BART, and (2) develop SBE certification reciprocity with BART to enter an agreement with them for that purpose.

2. Work with the City and County of Los Angeles to harmonize their SBE Programs, develop SBE certification reciprocity, and accept certifications with these two agencies.

3. Consider leading a Los Angeles County SBE Certification Summit to discuss program terms and requirements, minimum standards, and reciprocity among other agencies to achieve recognition of SBE certification with those entities.
4. Continue to be a lead agency by making Metro's SBE Program known to other agencies throughout the State, encourage them to accept Metro's SBE certifications, and offer them the opportunity to develop SBE reciprocity by informing Metro of their SBE Program and verification process.

5. Continue to review and evaluate the California Department of General Services (DGS) small business certification program and standards to determine whether Metro can recognize or accept some DGS certifications without compromising Metro's own SBE certification standards.

MANAGEMENT COMMENTS TO RECOMMENDATIONS

On July 15, 2022, we provided Metro Management a draft report. On August 11, 2022, we received their response, as shown in Attachment D.

OIG EVALUATION OF MANAGEMENT RESPONSE

Metro Management's response is responsive to the survey results and recommendations in the report. Therefore, we consider all issues related to the recommendations resolved and closed based on the actions taken.

ATTACHMENTS

Metro Small Business Certification Requirements

Metro

Small Business Certification Requirements

Metro strives to promote contracting opportunities for small business and certifies businesses to increase their visibility through the **Small Business Enterprise Program (SBE)** and the **Disadvantaged Business Enterprise Program (DBE)**.

The SBE and DBE eligibility requirements are virtually the same with one notable exception. The SBE program is race, ethnic and gender neutral and the DBE program is not.

The following five requirements must be proved by all applicants.

Personal Net Worth: Personal Net Worth (PNW) of less than $1,320,000. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm and his or her equity in their primary residence.

Business Size Standard: A firm (including affiliates) must be a small business as defined by the Small Business Administration (SBA). It must not have annual gross receipts over $26,290,000, in the previous three or five fiscal years. Effective January 6, 2022 the gross receipt average calculation will go from a three-year average to a five-year average. Through this transition period, firms may choose between using a three-year averaging period or a five-year averaging period. Depending on the type of work the business performs, other size standards may apply. The North American Industry Classification System (NAICS) is used to determine industry and additional size standards.

Ownership: Must be a for-profit small business concern With the applicant/owner having at least 51% interest, control management of daily business operations.

Independence: The business must not be affiliated to another firm in such a way as to compromise its independence and control. These include, but are not limited to, such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.

Management and Control: The applicant owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day decisions, as well as long-term decisions on matters of management, policy and operations.

The following requirement must be proved by DBE applicants only:

Social and Economic Disadvantage: A disadvantaged owner must be a U.S. Citizen (or resident alien) and meet the federal definition of socially and economically disadvantaged as defined in 49 CFR Part 26.67. Presumptive groups include women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian-Americans, or other minorities found to be disadvantaged by the regulations or any individual found to be socially and economically disadvantaged on a case-by-case basis.

Certification Process:

There is only one application required for both the DBE and SBE programs. The applicant indicates which program(s) they would like to apply by checking a box. The certification process involves a comprehensive review of the submitted certification application and supporting documentation. The applicant is contacted by Metro if additional information is needed. Site visits are performed for DBE applications to further evaluate the eligibility of applicants. The time frame varies depending on the completeness of documentation submitted by the applicant and number of applications in review.

Once a firm has gone through an extensive review Metro will contact the firm to inform them if they have been granted DBE and/or SBE certification.

Metro does not charge applicants for processing DBE/SBE certifications.

The on-line application may be accessed at:
metro.gob2g.com

For More Information:
Email: CertificationUnit@metro.net
Tel. 213-922-2600
metro.net/connect

Summary of CUCP Members' Requirements for SBE Certification

Item	CUCP Member	Personal Net Worth	Business Size Standard	Ownership	Independence	Management and Control	Notes
A	LA Metro	Less than $1,320,000. Items excluded from a person's net worth calculation include an individual's ownership interest in the applicant firm and his or her equity in their primary residence.	Must not have annual gross receipts over $26,290,000, in the previous three or five fiscal years.	Must be a for-profit small busines concern with the applicant/owner having at least 51% interest, control management of daily business operations	Not affiliated to another firm in such a way as to compromise its independence and control.	Applicant owner(s) must possess the power to direct or cause the direction to the management and policies of the firm and to make day-to-day decisions, as well as long-term decisions on matters of management, policy and operations.	No SBE reciprocity
B	California Department of Transportation (Caltrans)	Caltrans does not have an SBE program.					Caltrans has Small Minority Business Enterprise (SMBE) and Small Women Business Enterprise (SWBE) programs which they process for certification. Caltrans doesn't use SMBE/SWBE certifications on federal contracts. SMBE or SWBE certified by Caltrans use their certifications with DGS, state projects.
C	City of Fresno	City of Fresno does not have an SBE program.					
D	City of Los Angeles	No criteria on personal net worth	Small business that meets the size criteria set forth by the Small Business Administration 8(a) Business Development Program or the State of California DGS Small Business Program.	Organized as a for-profit business Owners, officers, members/managers, and/or partmers must be domiciled in California	Independently owned and operated	Independently owned and operated Not dominant in field of operations; principal office located in California	Have two kinds of SBE: SBE (LA) - relies on DGS certification SBE (Proprietary) - Program used by the City's proprietary departments: DWP, LAWA and Port of LA; firms already certified by accepted agencies do not have to complete SBE (Proprietary) application and will be recognized as SBEs by proprietary department.
E	San Diego County Regional Airport Authority (SDCRAA)	SDCRAA does not have an SBE program.					No specific SBE program; considers firm to be SBE if DBE certified. Also accepts SBE from the City of San Diego or any agency that certifies firms with the guidelines of the SBA size standards.

Summary of CUCP Members' Requirements for SBE Certification

Item	CUCP Member	Personal Net Worth	Business Size Standard	Ownership	Independence	Management and Control	Notes
F	San Francisco Bay Area Rapit Transit (BART)	Does not exceed $1.32 million, excluding the individual's ownership interest in the applicant firm and the equity in his/her primary residence.	For-profit firm; average annual gross receipts for the firm (and its affiliates) must not exceed the USDOT cap of $22.41 million.	At least 51% owned and controlled by one or more individuals.	The firm must be an independent business.	One or more of the owners must control its management and daily operations.	Applicant must be a U.S. Citizen or a lawfully admitted permanent resident alien. Firm certified by CUCP as DBE considered as an SBE.
G	San Francisco International Airport (SFO)	SFO does not have an SBE program.					SFO does not have criteria; accepts SBE certification of other agencies that use the SBA size standards; also accepts DBE certification to qualify as an SBE.
H	San Francisco Municipal Transportation Authority (SFMTA)	SFMTA does not have an SBE program.					Process not necessary if the firm is certified as a DBE, SBE (with the California Department of General Services Agency), or as a San Francisco Local Business Enterprise (LBE).
I	San Mateo County Transit District (SAMTrans)	SamTrans currently recognizes DGS and VTA only for SBE certification and uses their standards.					Also recognizes SBA 8(a) by the Small Business Adminstration provided that a frim's average annual gross receipts do not exceed the cap of $23.98 million.
J	Santa Clara Valley Transportation Authority (VTA)	No criteria on personal net worth	Average annual gross receipts of less than $22.41 million	Must be real, substantial, and continuing	Independent	Involved in daily operations	Accepts certifications by DGS.

Other Agencies

Item	Agency	Personal Net Worth	Business Size Standard	Ownership	Independence	Management and Control	Notes
K	California Dept. of General Services (DGS)	No criteria on personal net worth	Varies - depending on the type of certification See Attachment C	For-profit enterprise Owners, officers, members/managers, and/or partners must be domiciled in California	Independently owned and operated	Managed and controlled by its own leadership Not dominant in field of operation	Not a CUCP participating agency
L	County of Los Angeles	The County has an SBE certification program - Local Small Business Enterprise (LSBE) - with the following requirements:					
		No criteria on personal net worth	With 100 or fewer employees and average annual gross receipts of $15 million or less over the last three years (including affiliates); or Manufacturer with 100 or fewer employees	Owners (officers in case of corporation) live in California	Independently owned and operated	Not dominant in its field of operation Main office in Los Angeles County for at least the last 12 months	Not a CUCP participating agency

Certification Eligibility Requirements of California Department of General Services

Certification Eligibility Requirements of California Department of General Services						
DGS Certification Program	**Personal Net Worth**	**Business Size Standard**	**Ownership**	**Independence**	**Management and Control/Others**	**Notes**
Small Business (SB)	No review of personal net worth	For non-manufacturers: Average gross annual receipts (GARs) cap of **$15 million** over the last three tax years (including affiliates, and applicant, together with affiliates, has 100 or fewer employees For manufacturers: No average gross annual receipts limit, and applicant, together with affiliates, has 100 or fewer employees	For-profit enterprise Owners, officers, members/managers, and/or partmers must be domiciled in California	Independently owned and operated	Managed and controlled by its own leadership Not dominant in field of operation Principal office located in California	The SB certication can be used and counted on all types of contracts including public works contracts/projects.
Small Business - Microbusiness Designation (SB/MB)		For non-manufacturers: Average gross annual receipts (GARs) cap of **$5 million** over the last three tax years (including affiliates); or For manufacturers: No average gross annual receipts limit, and applicant, together with affiliates, has 25 or fewer employees				
Small Business for the Purpose of Public Works (SB-PW)		Average gross annual receipts (GARs) cap of **$36 millio**n over the last three tax years (including affiliates); and With 200 or fewer employes				The SB-PW certification can only be used and counted on public works-related contracts/projects.

Metro Interoffice Memo

Date	September 2, 2022
To	Yvonne Guan Zheng, Senior Manager, Office of the Inspector General
From	Miguel Cabral, Executive Officer, DEOD Miguel Cabral
Subject	Response to OIG Report on the Survey of SBE Certification Programs

Metro management's response to the survey recommendations are noted below:

Recommendation 1

Review and evaluate BART's SBE certification process and standards, which appears to have the same SBE standards and requirements as Metro and determine whether Metro can (1) accept SBE firms certified by BART, and (2) develop SBE certification reciprocity with BART to enter an agreement with them for that purpose.

Management Response

On January 28, 2021, the Metro Board passed Motion 51 (Directors Dupont-Walker, Hahn, Mitchell, Butts, Najarian and Solis) requesting strategies to create new pathways for the increase and continued access to contracting opportunities for Small Business Enterprises (SBEs) through the enhancement of Metro's SBE Programs. At this time, Metro reviewed and evaluated BART's SBE certification process and standards and determined that Metro can accept SBE firms certified by BART. Metro reached out to BART to inquire about entering an SBE reciprocity agreement with Metro in which BART expressed interest.

Metro and BART prepared an MOU, and the MOU was then cleared by Metro's legal counsel for signature. Metro sent the final MOU over to BART to be signed and finalized, at which point there was no action taken on BART's end. Though Metro continued to reach out for multiple months via email and phone calls to follow up on the MOU, BART did not respond.

At this point Metro is continuing its efforts to focus on our local and regional partner agencies such as the City and County of Los Angeles. Focusing on regional partners will support our newly launched Local Small Business Enterprise (LSBE) Program. As stated in our response to Recommendation 2, Metro will reach out to the City and County of Los Angeles Certification units to attempt to harmonize their SBE programs, and work with them to develop criteria that meets Metro's SBE standards. This will enhance Metro's SBE program by further increasing the pool of SBE certified firms which will also benefit Metro's LSBE program. Additionally, Metro has also already started on a regional reciprocity process by partnering with OneLA, which is a coalition of regional public agencies and the Chamber

of Los Angeles, designed to streamline the procurement process and Small Business requirements.

Recommendation 2

Work with the City and County of Los Angeles to harmonize their SBE Programs, develop SBE certification reciprocity, and accept certifications with these two agencies.

Management Response

In seeking ways to create new pathways for increased and continued access to contracting opportunities for Small Business Enterprises (SBEs), Metro also conducted extensive benchmarking of other agencies' SBE programs. Metro reviewed and evaluated the City and County of Los Angeles' SBE program and found that both accept DGS certification which does not have an application verification process. DGS' program does not have a personal net worth (PNW) requirement and has a self-certification process, while Metro has a PNW requirement and verifies applicant information. Therefore, SBE reciprocity with both the City and County of Los Angeles would compromise the integrity of Metro's SBE program.

The City and County of Los Angeles both accept Metro's SBE certification and in July 2021, Metro reached out to the City and County of Los Angeles regarding obtaining a formal letter of agreement with their agency to leverage the strength of Metro's certification for small businesses that choose to be certified with Metro. The City and County of Los Angeles did not express interest.

Metro will reach out to the City and County of Los Angeles Certification units within the next three months, completed by December 2022, to attempt to harmonize their SBE programs, and work with them to develop criteria that meets Metro's SBE standards, so that we may develop SBE certification reciprocity and eventually accept certification from the City and County of Los Angeles.

Metro has additionally been a part of the OneLA initiative spearheaded by the Los Angeles Area Chamber of Commerce. OneLA is a coalition of regional public agencies and the Chamber designed to streamline the procurement process and Small Business requirements. Metro will continue to advocate for consistent Small Business certification requirements from participating agencies, as well as certification reciprocity amongst the members.

Recommendation 3

Consider leading a Los Angeles County SBE Certification Summit to discuss program terms and requirements, minimum standards, and reciprocity among other agencies to achieve recognition of SBE certification with those entities.

Management Comments to Draft Report

Management Response

Metro's DEOD program is considered to be the best in the industry. Metro will continue in this leadership role by conducting increased outreach through various channels. Additionally, Metro has already started a partnership with the OneLA initiative spearheaded by the Los Angeles Chamber of Commerce. OneLA is a coalition of regional public agencies and the Chamber designed to streamline the procurement process and Small Business requirements.

Metro's SBE certification program, which mirrors the DBE program, is considered the gold standard certification in California. On July 21, 2022, USDOT proposed to make changes to the Disadvantaged Business Enterprise Program regulations. This is the first-time changes have been proposed to the DBE program since 2014. One of the primary components proposed in the change is an increase in Personal Net Worth (PNW) limit which would go from $1.32 million to $1.6 million. USDOT is also proposing to have an automatic 5-year PNW increase based on Federal Reserve data. Additionally, USDOT will also be removing retirement assets, value of applicant firm, equity in personal residence along with removing consideration of state marital/community property law from the PNW calculation. Metro will be providing comments and be in support of this rule change. Once these proposed changes are in effect, Metro will be implementing these changes to Metro's SBE program.

These changes will enhance both the DBE and Metro's SBE program by further creating opportunities for small businesses who otherwise may not qualify, increase the pool of certified firms, and will hopefully encourage other agencies to see the benefit in accepting Metro's SBE certification.

Recommendation 4

Continue to be a lead agency by making Metro's SBE Program known to other agencies throughout the State, encourage them to accept Metro's SBE certifications, and offer them the opportunity to develop SBE reciprocity by informing Metro of their SBE Program and verification process.

Management Response

Metro will continue its leadership role in the Small Business Programs industry. After evaluating local and regional SBE programs, Metro found that many agencies throughout the State, such as City of Los Angeles, the County of Los Angeles, Los Angeles Community College District, Metrolink, Los Angeles World Airports (LAWA) and the Los Angeles Unified School District, already accept Metro's SBE certification.
In being a lead certifying agency, Metro's SBE program matches the DBE program. Under the revised rule more firms will qualify for DBE certification, therefore, more firms will also qualify for SBE certification. Metro will continue to make Metro's revised SBE Program known to other agencies throughout the State, including California Unified Certification Program (CUCP) agencies, to encourage them to accept Metro's SBE certification. This will be part of Metro's ongoing outreach efforts.

Management Comments to Draft Report

Recommendation 5

Continue to review and evaluate the California Department of General Services (DGS) small business certification program and standards to determine whether Metro can recognize or accept some DGS certifications without compromising Metro's own SBE certification standards.

Management Response

DGS' small business certification requirements in areas such as PNW, application verification, and size standards, are not consistent with Metro's SBE certification requirements. DGS's SBE certification process uses a "self-certification" model which has no verification checks or controls and does not require applicants to submit documentation supporting their application. The lack of application and documentation verification allows any firm to apply and obtain SBE certification, whether or not they qualify.

Metro has a robust verification process to ensure applicants meet SBE eligibility requirements to ensure that small businesses are only competing with other legitimate small businesses. As the OIG report recognized on page 19, "Therefore, reciprocity with agencies who accept SBE certification from DGS obstructs Metro from accepting SBE certifications from those agencies as it would compromise the integrity of Metro's SBE program." The OIG report also documented on page 20, "Metro should not engage in SBE reciprocity with agencies who do not have their own formal SBE certification program but instead rely upon the SBE certification program from DGS, whose SB program does not meet Metro's SBE certification requirements. If Metro's program were to become rife with fraud, it would diminish the reputation of the agency and dilute program benefits for legitimate SBE vendors."

Metro has conducted an extensive review of the DGS self-certification, including creating a mock business that was certified in minutes without supplying any documentation. As noted by the OIG report above, they also recommend that we should not rely on SBE certification through DGS, nor engage in SBE reciprocity with agencies who do not have their own formal SBE certification program, as DGS' SB program does not meet Metro's SBE certification requirements. Should DGS revamp their whole SB program which includes removing self-certification, updating their certification requirements, along with having thorough vetting, Metro will then consider accepting DGS' SB certification.

CC: Nalini Ahuja, Chief Financial Officer
Debra Avila, Deputy Chief Vendor/Contract Management Officer
Tashai Smith, DEO, Diversity & Economic Opportunity Department
Dr. Irma Licea, Director, Certification & Economic Development

Final Report Distribution

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Survey of Small Business Enterprise (SBE) Certification Programs and Exploring Opportunities for Reciprocity

OIG Report No. 22-AUD-05

Karen Gorman, Inspector General

September 15, 2022

Metro

Objective

Determine whether Metro and selected government agencies could increase reciprocity of SBE certifications, simplify the certification process, and increase SBE participation.

Metro

Results

- **Reciprocity exists among CUCP members on Disadvantaged Business Enterprise (DBE) firms**
- **No uniform requirements and standards for SBE certification**
- **No reciprocity program exists to accept SBE certification by other agencies**
- **Reciprocity may be done with agencies that have similar standards as Metro**

Metro

Recommendations

- **Contact BART to attempt to negotiate SBE certification reciprocity.**
- **Work with the City and County of Los Angeles to attempt to harmonize their SBE Programs and develop SBE certification reciprocity.**
- **Consider leading a Regional SBE Certification Summit to discuss reciprocity among other agencies.**
- **Continue to be a lead certifying agency, make Metro's SBE Program known to other agencies, and encourage others to accept Metro's SBE certifications.**
- **Work with the California Department of General Services (DGS) small business certification program, determine whether Metro can accept DGS certifications without compromising Metro's own SBE certification standards (e.g.: accept subject to verification).**

Metro

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

Metro

Board Report

File #: 2022-0424, **File Type:** Oral Report / Presentation **Agenda Number:** 45.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: ORAL REPORT ON MICROTRANSIT

RECOMMENDATION

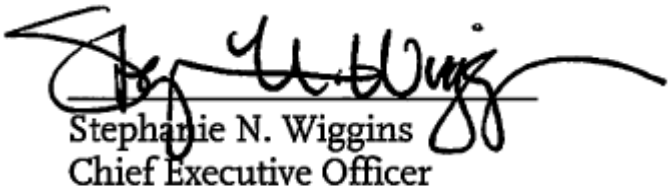
RECEIVE oral report on MicroTransit service update.

EQUITY PLATFORM

Operations will collaborate with the Office of Equity and Race to identify and mitigate any concerns to ensure equitable outcomes relative to service.

Prepared by: Rani Narula-Woods, Sr. Director, Special Projects, (213) 220-7940
Shahrzad Amiri, Deputy Chief of Operations, Shared Mobility, (213) 922-3061

Reviewed by:
Conan Cheung, Chief Operations Officer, Mobility Services & Development, (213) 418-3034



Stephanie N. Wiggins
Chief Executive Officer

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Metro Micro Overview

2020

- Metro Micro launches at the peak of the COVID-19 pandemic

2021

- Metro Micro expands, launching a total of 7 zones in a single calendar year

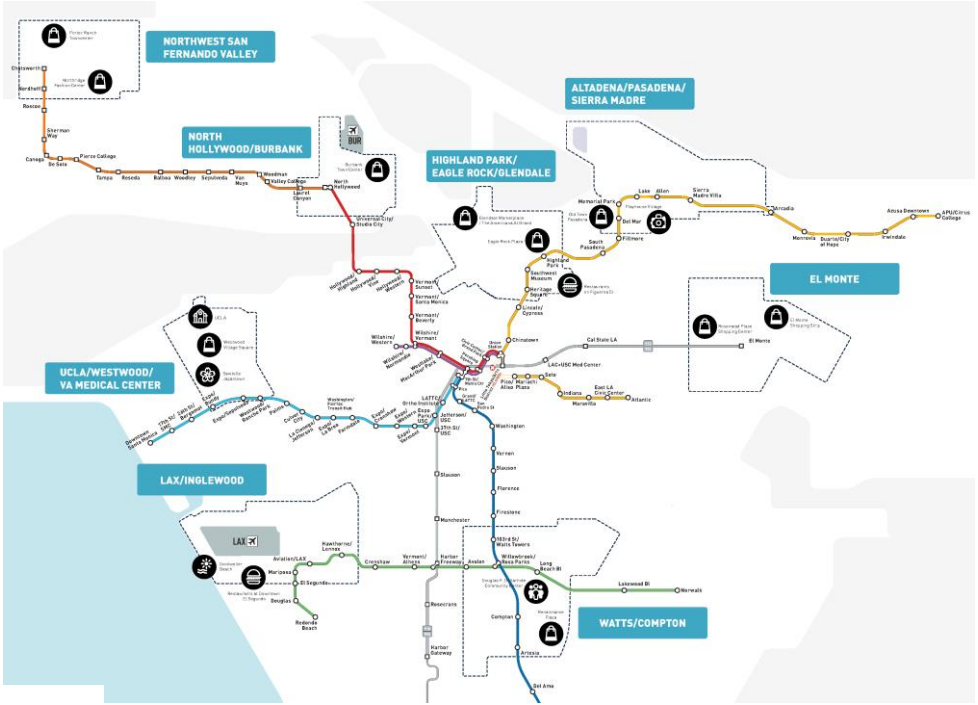
2022

- Metro Micro exceeds a half million trips in FY22

Today

- Metro Micro is the largest on-demand transit program in the U.S.

Metro Micro Zones



All Metro Micro Zones serve Equity Focus Communities

- ✓ With all initial Metro Micro Zones launched inclusive of 2022 Equity Focused Communities (EFCs), ongoing analysis is being conducted at the Zone level.
- ✓ Beginning in June 2022, business rules were adjusted on the software directly to help achieve KPIs, including: pooling trips to fixed-route stations and aggregating traffic at high-volume stops.
- ✓ As a result of Metro Micro prioritizing pooled rides and wait times to respond to excess demand, *In July 2022, excess demand was at 26.7%, down from 33.4% in March 2022.*

Metro

Key Performance Indicators & Measures

Zone-level	Measure	Y1 Target	10/2021	3/2022	7/2022
Ridership	Passengers per vehicle per hour	3	2.55	2.97	3.28
	Average number of trips per week on Micro by unique users	3	3.3	3.2	3.1
Customer Experience	Percentage of trips with a maximum wait time of 15 mins	75%	51%	70%	82.5%
	Percentage of excess demand (no ride available)	<10%	9.40%	33.40%	26.7%
	On-Time Performance (pick ups and drop offs)	75%	--	64.01%	78.3%

Project-level	Measure	Y1 Target	10/2021	3/2022	7/2022
Innovation	Launch six service zones testing a variety of use cases	6	8	8	8
	% of flexible operators per SMART-TD side letter	90%	10%	31%	47%
Customer Experience	Star rating from customer in Metro Micro mobile application (completed rides)	4.5 of 5 stars	4.80	4.85	4.86
Strategic Partnerships	Number of partnerships with health, transport and higher education institutions	2 per zone	1	5	6
Workforce Investment	Percentage of Micro frontline team members promoting throughout Metro	5%	2.2%	4.8%	5.8%
	Percentage of Micro frontline team members to stay with pilot for more than 1 year	50%	N/A	51.9%	65.8%

Initial Findings and Focus

- ✓ **Customer Satisfaction:** Metro Micro has been well received by customers with an average of 4.8 of 5 stars from those completing a ride. Collection of customer demographics and trip types is ongoing.

- ✓ **Iteration and Improvements:** Metro Micro has begun software adjustments to better respond to demand. Metro Micro is assembling a customer solutions team to prioritize improvements to the software. This will be comprised of frequent users and Metro Micro staff.

- ✓ **Workforce Retention and Satisfaction:** Metro Micro has trained and retained a frontline workforce through effectively establishing an innovative workplace culture which supports flexibility and career growth within the agency and the public sector. Surveys and focus groups show that 80% of Metro Micro Operators enjoy their work and 74% recommend seeking a job with the program to family and friends.

- ✓ **Cost Analysis**: In FY22, Metro Micro cost per trip was $47.23, compared to FY22 Budget Book forecast of $136.21. Of the 290,000 trips forecasted in FY22, Metro Micro exceeded these figures by delivering 503,122.

- ✓ **Pilot Evaluation:** Evaluation of the pilot will begin in Dec. 2022, at the two-year mark of service.

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

File #: 2022-0330, **File Type:** Motion / Motion Response **Agenda Number:**

REGULAR BOARD MEETING
SEPTEMBER 22, 2022

..Subject
SUBJECT: I-710 SOUTH CORRIDOR TASK FORCE

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

APPROVE the I-710 South Corridor Project's recommendations found in Attachment A for:

A. Vision Statement,

B. Guiding Principles and Goals,

C. Pre-Investment Plan Opportunity, and

D. New Project Name: The Long Beach-East LA Corridor Mobility Investment Plan

ISSUE

Staff met with community stakeholders and conferred with the 710 Task Force and its various working groups to develop recommendations for Board consideration for (1) the Vision Statement, Guiding Principles, and Goals that will shape the development of the I-710 South Corridor Investment Plan, (2) the Pre-Investment Plan Opportunity, and (3) the new name for the I-710 South Corridor Project.

BACKGROUND

Metro and Caltrans established the 710 Task Force in September 2021 to re-engage the local impacted communities adjacent to Interstate 710 (I-710) as well as the stakeholders that depend upon, and are impacted by, the movement of people and goods within the I-710 South Corridor between the Ports of Los Angeles and Long Beach and State Route 60 (Attachment B - 710 Task Force Study Area). This action followed in the wake of the Board acting in May 2021 to suspend any further work to advance the stalled environmental document for the prior I-710 South Corridor Project due to concerns raised regarding displacement, air quality, and other impacts to communities adjacent to the freeway.

At the May 26, 2022, Metro Board meeting (File #2022-0100) the Board closed out the original I-710 South Corridor Project by substituting the original Locally Preferred Alternative 5C with a No Build Alternative (Alternative 1). The Board also approved Motion 9 by Directors Hahn, Solis, Mitchell, and

Dutra (Attachment C) that set forth directives to guide the work of the Task Force and the development of the I-710 South Corridor Investment Plan. These directives to staff included returning to the Board with recommendations for the following Task Force-related items:

- The Vision Statement, Guiding Principles, and Goals: These recommendations will serve as the foundation and parameters for the multimodal strategies, projects, and programs that will compose the I-710 South Corridor Investment Plan. These items also align with and help advance the Board's Multimodal Highway Investment Objectives policy adopted in June 2022 (File #2022-0302).

- The Pre-Investment Plan Opportunity: This recommendation comprises a minimum of three corridor initiatives seeking discretionary state and federal grant funding in the calendar year 2022 and early 2023.

- Re-branding the Project: This recommendation will rename the I-710 South Corridor Project in accordance with the new multimodal, community-focused approach to creating a transportation investment plan for the I-710 South Corridor.

DISCUSSION

To fulfill the directives set forth in Motion 9, the 710 Task Force considered, debated, and adopted recommendations over the last few months for the Vision Statement, Guiding Principles, Goals, Pre-Investment Plan Opportunity, and the Re-branding of the Corridor Project. Staff presents these recommendation for Board consideration to adopt.

Vision Statement, Guiding Principles, and Goals:

These interconnected foundational values will work together to shape the parameters within which the Task Force will develop its ultimate recommendations to drive investment and benefits into the I-710 South Corridor communities and transportation system.

Throughout this process, the Task Force considered input from the Community Leadership Committee (CLC) and various working groups for each of these recommendations. In recognition of Metro's commitment to the CLC to bring its members' input to the Board (Attachment D), which contains CLC input into the Vision Statement, Guiding Principles, Goals, Pre-Investment Plan Opportunity, and Re-branding of the Project.

Vision Statement:

The development of the Vision Statement underwent an iterative process, with staff seeking input from the Task Force, the CLC (Attachment D), the Equity Working Group, and the public over the course of several months, starting in March 2022. At its July 11, 2022, meeting, the Task Force ultimately approved the following recommendation to the CEO for its Vision Statement:

> *An equitable, shared I-710 South Corridor transportation system that provides safe, quality multimodal options for moving people and goods that will foster clean air (zero*

emissions), healthy and sustainable communities, and economic empowerment for all residents, communities, and users in the corridor.

This recommendation builds on the language crafted by the CLC to ensure that the direction for developing the Task Force Investment Plan would focus on delivering benefits related to clean air, public health, sustainability, and economic opportunity for corridor residents. The CLC and community advocates included the phrase “zero emissions” in parentheses to signify their desire to pursue the implementation of this kind of technology, echoing the Board’s action in October 2021 (File #2021-0708) to fund a $200 million-plus Zero-Emission Truck Program with $50 million in seed funding.

Guiding Principles:

The Task Force also elevated and transformed what started as potential goals for Equity and Sustainability into Guiding Principles, intending to have these two values inform processes and initiatives at every project stage. Staff believes these Guiding Principles will help the Task Force focus discussions and identify priorities, tie independent components of project work into a cohesive and intentional framework, and reduce redundancies within objectives and strategies.

The Task Force ultimately voted to recommend the following Guiding Principles of Equity and Sustainability:

Guiding Principle of Equity:

A commitment to: (1) strive to rectify past harms; (2) provide fair and just access to opportunities; and (3) eliminate disparities in project processes, outcomes, and community results.

The plan seeks to elevate and engrain the Principle of Equity across all goals, objectives, strategies, and actions through a framework of Procedural, Distributive, Structural, and Restorative Equity, and by prioritizing an accessible and representative participation process for communities most impacted by the I-710 South Freeway.

Guiding Principle of Sustainability:

Development that meets the needs of the present without compromising the ability of future generations to meet their own needs.

A commitment to sustainability to satisfy and improve basic social, health, and economic needs/conditions, both present and future, and the responsible use and stewardship of the environment, all while maintaining or improving the well-being of the environment on which life depends.

These recommendations were discussed and informed by input received from the CLC, the Equity Working Group, and the Task Force.

Goals:

The following Goals represent a general expression of the Task Force values and direction to guide future phases of the Task Force Work Plan that will oversee the development of the Investment Plan. The Goals are interlaced with the Guiding Principles of Equity and Sustainability. The Task Force will develop Multimodal Strategies, Projects, and Programs to address these goals generated through public input, data analysis, a review of existing conditions, and lived experience in the corridor.

The Task Force voted to recommend the following Goals:

Air Quality:	Foster local and regional clean air quality
Community:	Support thriving communities by enhancing the health and quality of life of residents
Environment:	Enhance the natural and built environment
Mobility:	Improve the mobility of people and goods
Opportunity:	Increase community access to quality jobs, workforce development, and economic opportunities
Prosperity:	Strengthen LA County's economic competitiveness and increase access to quality jobs, workforce development, and economic opportunities for all communities, with a focus on strengthening the 710 Corridor communities, which have been and continue to be harmed by economic development
Safety:	Make all modes of travel safer

Staff will work with project stakeholders to develop objectives for each goal. Objectives are more detailed components for each Goal (also known as sub-goals) for which strategies can be created that more directly address each Goal or set of multiple Goals.

Pre-Investment Plan Opportunity

The State of California seeks to invest in the I-710 South Corridor transportation system through projects being delivered by Caltrans District 7 (Attachment E) along I-710 South as well as through Senate Bill 198 (SB 198; Chapter 71, Statutes of 2022), which provides $950 million to support goods movement related projects and programs in and around the Ports of Long Beach and Los Angeles -- $110 million to help build the Goods Movement Training Center to support workforce development at the ports and $840 million through the Port and Freight Infrastructure Program that seeks to improve the capacity, safety, efficiency and resilience of goods movement to, from and through California's maritime ports, while also reducing greenhouse gas emissions and harmful impacts to communities adjacent to goods movement corridors and facilities.

To fulfill its purpose, the 710 Task Force will seek to complement these investments by leveraging local funding made available through Measures R and M for the overall I-710 South Corridor Project

with additional state and federal funding to address the many needs of Corridor communities and the regional transportation system that moves people and goods in and through the Corridor. Recognizing the unprecedented amount of discretionary grant funding made available at the State (through programs administered by California's Transportation Commission and State Transportation Agency) and Federal levels (through existing, augmented, and new programs funded through the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law) in 2022, the Board directed staff via Motion 9 to return with a "minimum of three initiatives that will apply for available State and Federal funding opportunities in Calendar Year 2022," in advance of the 710 Task Force Investment Plan being finalized in 2023.

To fulfill this directive staff put out a request to the Task Force membership, the CLC, cities, local agencies, and organizations to provide nominations for projects it had or could submit for State or Federal grant funding in 2022 - with the understanding that these projects must be located within the 710 Task Force study area and would not draw down on the remaining Measures R and M funding for the I-710 South Corridor Project to be leveraged by the Task Force's Investment Plan. The latter criterion assuaged concerns raised by Task Force members that the local funding available as the foundation for the Investment Plan (approximately $730 million) could be siphoned away in support of projects neither vetted nor recommended by the Task Force.

Staff received from stakeholders 22 project nominations ranging from categories such as Transit, Clean Air/Energy, Goods Movement, Corridor Mobility, Complete Streets, and Roadway Design (Attachment F). These projects, including information provided by project sponsors, were presented to the CLC and Equity Working Group (EWG) before the Task Force discussion at the August 2022 meeting. The CLC and EWG raised several questions about the nominated projects based on the information available at the time - some of these concerns were echoed in a letter from the Coalition for Environmental Health and Justice (Attachment F).

Staff also identified 13 additional projects for which Metro played a role in developing or supporting for grant funding: 11 city projects submitted for CTC Active Transportation Program funding earlier in the year and two Metro-led I-710 South Corridor projects that would be competitive for grant funding in 2022 - the I-710 Integrated Corridor Management project and the Humphreys Avenue Bike/Pedestrian Crossing over I-710 in East LA. Altogether, 35 projects were considered for the PIPO.

After analyzing the projects, understanding the concerns raised and input provided by the CLC, EWG, Task Force and other stakeholders, and identifying projects for which a grant application had not yet been submitted, staff identified a full PIPO (Attachment F) for Board review and a set of early initiative projects (Table 1) for Board consideration.

More details on these four projects are found in Attachment F. These projects comprise pedestrian and bicycle safety, active transportation, transit enhancement, goods movement, corridor mobility, intelligent transportation system, and Zero-Emission technology project components. Collectively these projects represent an approach to investment in the I-710 South Corridor that advances Metro's Multimodal Highway Investment Objectives policy and aligns with the Goals recommended by the Task Force. Staff will work with local jurisdictions and key stakeholders to develop these grant applications and will seek Board approval to program local match for the Humphreys Avenue

Bike/Pedestrian Crossing over I-710 in East LA and Southeast LA Transit Improvement Program projects. The Task Force will evaluate all projects not funded by grants for inclusion in the final Investment Plan.

Table 1: PIPO Early Initiative Candidate Projects

Project	Funding Program(s)	Application Deadline	Project Cost (est.)	Local Match
Humphreys Avenue Bike/Pedestrian Crossing over I-710 in East LA*	LPP-C Other Federal	November 29, 2022	$12.0 M	$6.0 M*
Huntington Park Safe Routes for Students and Seniors	State ATP	June 15, 2022	$4.8 M	N/A
I-710 Integrated Corridor Management Project	State TCEP	November 18, 2022	$30.2 M	$7.2 M
Southeast LA Transit Improvement Program*	State LPP-C	November 29, 2022	$29.5 M	$15.0 M*

ATP = Active Transportation Program **pending Board approval to program local match*
LPP-C = Local Partnership Program - Competitive
TCEP = Trade Corridor Enhancement Program
Other Federal = USDOT's Reconnecting Communities Pilot Program, Rebuilding American Infrastructure with Sustainability and Equity, and Neighborhood Access and Equity Grant Program

Re-Branding of the I-710 South Corridor Project

Motion 9 sought to change the I-710 South Corridor Project name "in order to be more inclusive of the priorities and approaches that will be advanced in the future of this project, with more attention to more than just the freeway" and asked staff to return to the Board with a recommendation for consideration and approval.

To fulfill this directive, staff engaged in a multi-pronged effort to gather input from community and Task Force stakeholders on potential candidates for a new name that would reflect the communities-and not just the freeway-within the I-710 South Corridor.

After receiving input from stakeholders, staff identified five candidates to include in a public poll that was conducted from July 18 to August 2, 2022. These five candidates were as follows:

- Re-Connecting Communities: The Southeast LA Mobility Investment Plan
- The San Pedro Bay to East LA Future Mobility Investment Plan
- The Long Beach-East LA Corridor Mobility Investment Plan
- My Gateway Community Investment Plan
- Let's Clear the Air: A Mobility Investment Plan

Respondents were asked to rank these candidate names according to their preference, from 1st to 5th , and were also asked to provide suggestions for using keywords or themes from any of these candidates that could be combined or re-ordered into a new name option. Over 500 responses in English and Spanish were received for this poll. Staff also sought input from the CLC on these names before the August 2022 Task Force meeting (Attachment D).

The top three ranked name change recommendations resulting from this poll were as follows:

1. The Long Beach-East LA Corridor Mobility Investment Plan (*average rank: 2.47*)
2. Re-Connecting Communities: The Southeast LA Mobility Investment Plan (*2.64*)
3. The San Pedro Bay to East LA Future Mobility Investment Plan (*3.13*)

Staff presented these three top-ranked names to the Task Force for discussion, input, and a vote as to which one to recommend for Board consideration. The Task Force ultimately selected (with 63% support) the top ranked option - **The Long Beach-East LA Corridor Mobility Investment Plan** - as its recommendation to the CEO. Moving forward, references to I-710 South Corridor for this project will be changed to the Long Beach-East LA Corridor should the Board approve this new name.

Staff concurs with the Task Force's recommendation and presents it to the Board for consideration and approval.

DETERMINATION OF SAFETY IMPACT

The Investment Plan developed by the Task Force includes safety as a key goal that will help guide the creation of a safer, more community-supportive approach to moving people and goods through the I-710 South Corridor and its communities.

EQUITY PLATFORM

Staff is engaging stakeholders, including those most likely to be impacted by potential improvements in the corridor, through a Community Leadership Committee (CLC) and other avenues of public engagement to develop an Investment Plan for the I-710 South Corridor collaboratively. The CLC is composed entirely of residents from the communities along the corridor, meetings are facilitated in English and Spanish, and CLC members are compensated through the agency's Advisory Body Compensation Policy. The CLC continues to participate in orientations and CLC business meetings as well as in the Equity Working Group (EWG) and Zero-Emissions Truck Working Group meetings. Through their participation, the CLC reviews proposals and develops recommendations for consideration by the Task Force - as an example, the CLC discussed and gave input on the Vision Statement, Guiding Principles, Goals, Pre-Investment Plan Opportunity, and a new name in advance of the Task Force considering these items. Their comments and input for all these important milestones are captured in Attachment D.

Staff has also begun the implementation of a Community Based Organization (CBO) Partnering Strategy with CBOs that are based in and work with the communities along the I-710 South Corridor. Metro's goal is to engage these communities by gathering input from CBOs and the people they

serve to identify multi-modal strategies, projects, and programs that are needs and priorities for these impacted communities.

The EWG, which includes Task Force and CLC members, meets regularly to ensure that all aspects of the Task Force's work and recommendations consider historical and current inequities and discuss solutions and decisions to maximize equitable outcomes. The EWG helped draft the language for the Equity Principle and provided recommendations to improve the Vision Statement.

With this action, the 710 Task Force and its attendant working groups and CLC will continue to promote community-driven conversations to ensure an equitable decision-making process as the Task Force develops multimodal strategies and identifies priority projects and programs for the I-710 South Corridor to be brought to the Metro Board for consideration.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Collaboration among the I-710 South Corridor communities, impacted residents and stakeholders through 710 Task Force meetings and its attendant committees and public outreach forums, such as the ZE Truck Working Group, is consistent with the following goals of the Metro Vision 2028 Strategic Plan:

Goal 1: Provide high-quality mobility options that enable people to spend less time traveling.

Goal 4: Transform LA County through regional collaboration and national leadership.

Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization.

NEXT STEPS

Staff will meet with the Community Leadership Committee on September 22, 2022, to present the I-710 ICM project and will continue working with Caltrans to submit a TCEP funding application for this project.

Concurrently, staff will further explore grant development and funding opportunities to advance the Southeast LA Transit Improvement Program and the Humphreys Avenue Bike/Pedestrian Crossing over I-710 in East LA projects.

With the Board's approval of the name change for the corridor, staff will proceed to revise all Task Force materials to reflect the new name.

The 710 Task Force will continue the development of its next phase-Multimodal Strategies, Projects, and Programs-in its upcoming meetings. Following this phase, the Task Force will evaluate projects and create the Investment Plan that will ultimately be presented to the Board mid-2023.

ATTACHMENTS

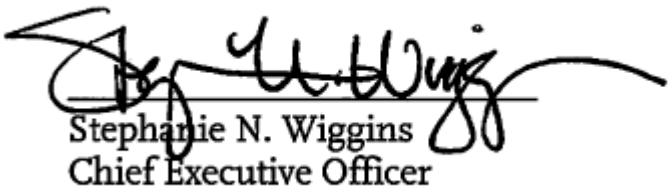
Attachment A - Staff Recommendations for Board Consideration
Attachment B - 710 Task Force Study Area
Attachment C - Motion by Directors Hahn, Solis, Mitchell and Dutra, May 2022 (Item 9, File #2022-0355)
Attachment D - Community Leadership Committee Input
Attachment E - Caltrans District 7 Projects along I-710 South
Attachment F - Pre-Investment Plan Opportunity

Prepared by:

Michael Cano, Executive Officer (Interim), Countywide Planning & Development, (213) 418-3010
KeAndra Cylear Dodds, Executive Officer, Office of Equity and Race, (213) 922-4850
Ernesto Chaves, Senior Executive Officer (Interim), Countywide Planning & Development (213) 922-7343

Reviewed by:

James de la Loza, Chief Planning Officer, (213) 922-2920



Stephanie N. Wiggins
Chief Executive Officer

ATTACHMENT A

Staff Recommendations for Items Responsive to Motion 9

These staff recommendations are responsive to the directives set forth by the Board in Motion 9 from May 2022. Staff seeks Board approval for each of the following items:

Vision Statement

Staff recommends to the Board for consideration the following Vision Statement for the 710 Task Force:

> *An equitable, shared I-710 South Corridor transportation system that provides safe, quality multimodal options for moving people and goods that will foster clean air (zero emissions), healthy and sustainable communities, and economic empowerment for all residents, communities, and users in the corridor.*

Guiding Principles

Staff recommends to the Board for consideration the following Guiding Principles of Equity and Sustainability for the 710 Task Force:

Guiding Principle of Equity:

> *A commitment to: (1) strive to rectify past harms; (2) provide fair and just access to opportunities; and (3) eliminate disparities in project processes, outcomes, and community results.*
>
> *The plan seeks to elevate and engrain the Principle of Equity across all goals, objectives, strategies, and actions through a framework of Procedural, Distributive, Structural, and Restorative Equity, and by prioritizing an accessible and representative participation process for communities most impacted by the I-710 South Freeway.*

Guiding Principle of Sustainability:

> *Development that meets the needs of the present without compromising the ability of future generations to meet their own needs.*
>
> *A commitment to sustainability to satisfy and improve basic social, health, and economic needs/conditions, both present and future, and the responsible use and stewardship of the environment, all while maintaining or improving the well-being of the environment on which life depends.*

Goals

Staff recommends to the Board for consideration the following Goals for the 710 Task Force:

Air Quality:	Foster local and regional clean air quality
Community:	Support thriving communities by enhancing the health and quality of life of residents
Environment:	Enhance the natural and built environment
Mobility:	Improve the mobility of people and goods
Opportunity:	Increase community access to quality jobs, workforce development, and economic opportunities
Prosperity:	Strengthen LA County's economic competitiveness and increase access to quality jobs, workforce development, and economic opportunities for all communities, with a focus on strengthening the 710 Corridor communities, which have been and continue to be harmed by economic development
Safety:	Make all modes of travel safer

New Project Name

Staff recommends to the Board for consideration the following new Project Name:

The Long Beach-East LA Corridor Mobility Investment Plan

Pre-Investment Plan Opportunity

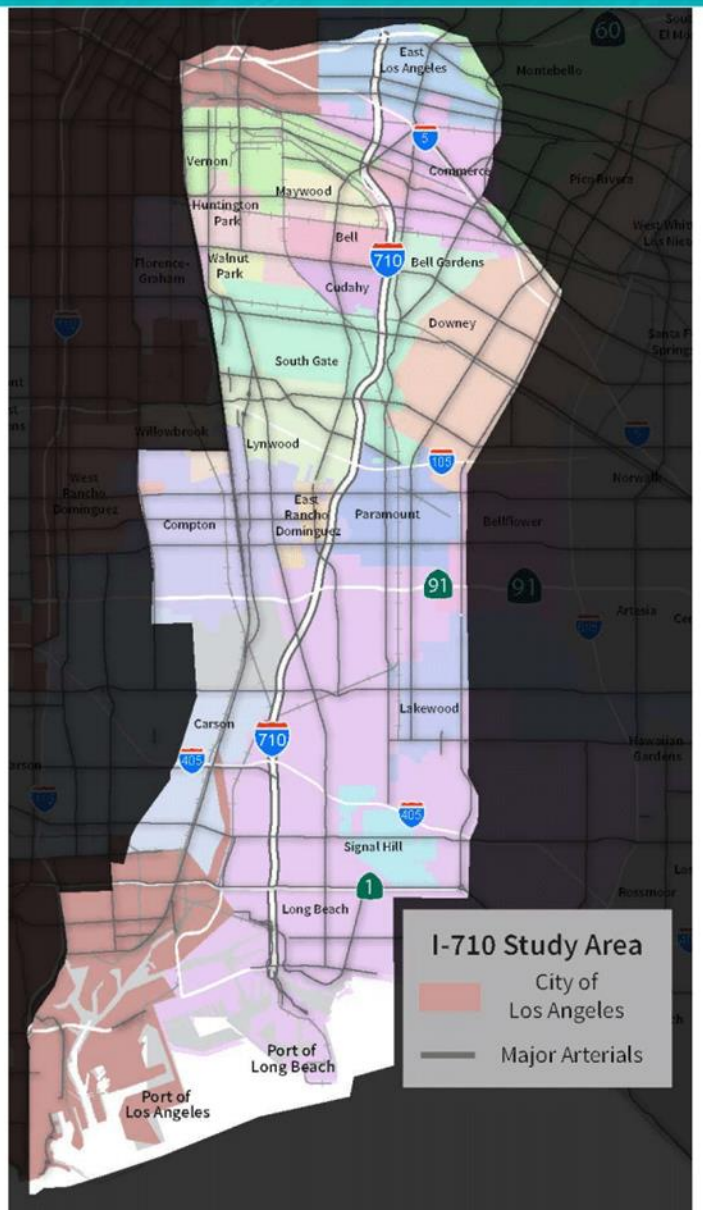
Staff recommends to the Board for consideration leading the submission of grant applications for the following Pre-Investment Plan Opportunity projects:

- *Humphreys Avenue Bike/Pedestrian Crossing over I-710 in East LA**
- *Huntington Park Safe Routes for Students and Seniors*
- *I-710 Integrated Corridor Management*
- *Southeast LA Transit Improvement Program**

*pending Board approval to program local match

ATTACHMENT B

Study Area



Metro

Metro

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

Board Report

File #: 2022-0355, **File Type:** Motion / Motion Response **Agenda Number:** 9.

PLANNING AND PROGRAMMING COMMITTEE
MAY 18, 2022

Motion by:

DIRECTORS HAHN, SOLIS, MITCHELL, AND DUTRA

I-710 South Corridor Motion

The I-710 South Corridor is a 19-mile stretch of the I-710 Freeway, from East Los Angeles in the north to the Ports of Long Beach and Los Angeles in the south. Connecting the ports with shipping and warehousing facilities in Southern California, this corridor is a goods movement corridor of national significance, as 40% of all waterborne or containerized imports into the United States come through the Ports of Long Beach and Los Angeles, which have become California's and America's loading docks. Metro has been studying ways to relieve congestion and improve safety along the I-710 South Corridor for more than two decades.

Of the 1.2 million people who live along the I-710 South Corridor, nearly 1 million, or 83 percent, identify as Black or Hispanic. These residents face some of the worst air quality anywhere in the country, as the corridor accounts for 20% of all particulate emissions in Southern California. The I-710 South is known as the "diesel death zone" owing to very high levels of diesel pollutants within a quarter-mile either side of the freeway. These high levels of pollutants have been linked to health challenges including decreased lung function, asthma, increased lung and heart disease symptoms, and chronic bronchitis in communities along the corridor, which also face long-standing disparities in health and access to healthcare.

In 2018, the Metro Board of Directors voted in favor of the I-710 South Corridor's Environmental Impact Report's recommended "Alternative 5C." That Board decision was contingent on Federal approval, in order to fully fund the project. In 2021, the U.S. Environmental Protection Agency (EPA) formally opposed "Alternative 5C" on the grounds that any increase in vehicles and trucks along the corridor would increase particulate emissions in communities that are already heavily impacted by particulate emissions. Subsequent to that decision, the State of California also announced that it would not support "Alternative 5C."

Beginning in mid-2021, Metro staff initiated a new process to reimagine the corridor, convening a Task Force comprised of stakeholders representing labor, the ports, local elected leadership, goods movement industry, and community-based organizations. That Task Force now also includes several working groups and a Community Leadership Committee to help inform future project direction and decision-making. In addition, the Gateway Cities Council of Governments (COG) convened an Ad

Hoc Committee, comprised of elected leaders representing cities along the corridor, which considered and approved Guiding Principles and Projects and Programs which are the COG's preferred approach for improving the quality of life for corridor residents and enhancing the operational efficiency benefitting the corridor's users.

The steps taken in the past year by Metro to chart the path forward for this project are commendable. Even as the larger capital project has seen the environmental review process need to restart, the challenges along the I-710 South Corridor not only remain but continue in many ways to further deteriorate. The Ports are seeing record imports, and many of these products are being trucked out, on the I-710 Freeway, creating even more congestion along and near the freeway, further exacerbating safety issues and worsening air quality for communities throughout the corridor.

Since the time of the Board's 2018 action on the I-710 South Corridor, the California Department of Transportation (Caltrans) has adopted a new standard for evaluating freeway projects, known as "The Transportation Analysis Framework: Evaluating Transportation," implementing provisions of SB 743 (Steinberg, 2013), focused on reducing "Vehicle Miles Traveled" (VMT). The State has also adopted the "California Action Plan for Transportation Infrastructure," or CAPTI, which aligns the State's transportation infrastructure investments with its climate, health, and equity goals, with a goal of significantly reducing VMT.

Additionally, the Biden-Harris Administration has issued new Federal policies "securing environmental justice and spurring economic opportunity for disadvantaged communities that have been historically marginalized and overburdened by pollution," including Executive Order 14008 and the Justice40 Initiative. The Federal Highway Administration has also issued a policy document associated with implementing the new Bipartisan Infrastructure Law that states, in part, "The Policy prioritizes projects that move more people and freight by modernizing and increasing the operational efficiency of existing roads and highways over projects that expand the general purpose capacity of roads and highways."

The original vision for the I-710 South Corridor was a $6 billion freeway project, leveraging nearly $1 billion in local funding to be matched by $5 billion in State and Federal funding. While most of the local funding remains in Measures R and M, any major investments in the corridor will need State and Federal support, and Metro should seek a similar 5-to-1 State/Federal-to-Local match goal.

SUBJECT: I-710 SOUTH CORRIDOR MOTION

RECOMMENDATION

APPROVE Motion by Directors Hahn, Solis, Mitchell, and Dutra that:

Given that the 710 Task Force will very soon be finalizing the project's Vision Statement, Guiding Principles, and Goals, the Chief Executive Officer shall report back on the Task Force's recommendations for these project directives in June 2022 for Board consideration and approval.

Given the 710 Task Force's pending Vision Statement, Guiding Principles, and Goals, we, further direct that the 710 South Corridor Project shall be renamed, in consultation with the 710 Task Force

and corridor stakeholders, in order to be more inclusive of the priorities and approaches that will be advanced in the future of this project, with attention to more than just the freeway, with a new name to be presented to the Board for consideration and approval in September 2022.

Given that capacity expansion freeway widening will not get support from Caltrans or the U.S. EPA, we adopt as Board policy that capacity expansion freeway widening will no longer be in the project.

We, therefore, further direct the Chief Executive Officer to:

A. Develop and Implement a project Investment Plan, which:

1. Incorporates feedback from the 710 Task Force and its Working Groups and Community Leadership Committee, the Corridor Cities, and the Gateway Cities Council of Governments, and community stakeholders;

2. Aligns initiatives with funding opportunities, including:

   a. An Early Investment Plan for a minimum of three initiatives that will apply for available State and Federal funding opportunities in Calendar Year 2022; and

   b. A Mid- and Long-Term Investment Plan for initiatives that can reasonably apply for Federal and State funding opportunities in out years;

3. Leverages applicable Measure R and Measure M funds to maximize deliverables and Federal and State funding matches;

4. Provides a suite of major investments that can be completed no later than 2028;

5. Identifies Federal funding opportunities that can be incorporated into the Infrastructure Investment and Jobs Act “Grants Strategy and 5-Year Implementation Plan” currently under development for presentation to the Metro Board;

B. Engage the California Department of Transportation and State Transportation Agency, California Air Resources Board, California Energy Commission, and the U.S. Departments of Energy and Transportation and U.S. Environmental Protection Agency, to develop guidance around the Mid- and Long-Term Investment Plan.

C. Engage city, county, and regional partners, including the South Coast Air Quality Management District and Los Angeles Cleantech Incubator, to organize and support local initiatives as part of the project’s Investment Plan; and

D. Report back in September 2022 on the development and implementation of this Investment Strategy, including the minimum of three initiatives applying for available State and Federal funding in Calendar Year 2022.

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ATTACHMENT D

Community Leadership Committee Input

All Community Leadership Committee (CLC) meeting summaries can be found at this webpage. These files include the meeting agendas, presentations, recordings, and summaries. Some of the key votes and comments provided by the CLC as input to the Task Force are as follows:

Vision Statement

At Meeting #4 the CLC voted to recommend the following language to the Task Force:

An equitable, shared I-710 South Corridor transportation system that provides safe, quality multimodal options for moving people and goods that will foster clean air (zero emissions), healthy and sustainable communities, and economic empowerment for all residents and communities in the corridor.

Goals

CLC members provided input to the Project Goals through open discussions and a homework assignment. This input was summarized for Task Force consideration. Most CLC members who participated in the homework assignment "liked the goals" as they were written.

Some CLC members suggested changes, many of which related to clarifying terminology, getting more specific, and wordsmithing. Regarding the "Economy" Goal, some CLC members expressed that it is very important that the local corridor communities are prioritized over the needs of the region.

Pre-Investment Plan Opportunity

CLC members received brief presentations on each of the 22 project nominations received by the Task Force Project Team in response to the call for projects that would be seeking state or federal funding in 2022, are in the Corridor study area, and that do not depend on Measure R/M funding allocated to the 710 Task Force Investment Plan as the source of local match.

Of the 22 projects discussed, the CLC members felt the following projects were the top ten projects that were most aligned with the Vision Statement, Guiding Principles, and Goals of the 710 Task Force, in order (with some projects being tied):

- Atlantic Avenue Corridor Improvements (12 votes)
- Slauson Corridor & Citywide Pedestrian, Bike, Transit Improvements (12 votes)
- Zero Emissions Truck Program (12 votes)
- Gage Avenue Corridor Improvement Project (11 votes)
- Atlantic Complete Street Corridor (11 votes)
- Florence Complete Street Corridor (11 votes)
- Community Health Benefit Program (11 votes)
- Citywide Complete Streets Improvement Project & Atlantic Ave Improvements (11 votes)
- Randolph Street Bike and Facilities Improvement Project (10 votes)
- Long Beach Transit Solar Charging Electrification Project (10 votes)

The CLC made it clear that projects which (1) had local benefits, (2) were community oriented, and (3) did not negatively impact local communities were their priorities.

Re-Naming of the Project and Corridor

The CLC provided input into the themes and potential names for the naming effort conducted by the Project Team via discussion during CLC Meeting #4 and a homework assignment where members suggested names. These comments were incorporated into the five options that were provided as part of the public poll that resulted in each proposed name being ranked by respondents.

ATTACHMENT E

710S PROJECT LIST

Planning Phase
Environmental Phase
Design Phase
Construction Phase
SB1 Project

August 24, 2022

LEGEND: SHOPP Project(s) SHOPP Candidate Non-SHOPP Project(s) Maintenance Project(s) Emergency Project(s)

1 **Post Mile 4.9 / 12.9 : EARLY ACTION SOUNDWALL PACKAGE 3** (NON-SHOPP)
Project 0717000084 (EA 07-29803)
Location and Limits: IN THE CITY OF LONG BEACH, BETWEEN OCEAN BLVD AND SR-91
Type of Work: The project will construct new or improve the existing soundwalls in the Cities of Long Beach, Lynwood and Paramount. In addition, the project will aesthetically treat approximately three miles of existing soundwalls located within the project limits.
Benefits: **Noise abatement from the traffic.**
Status: **Presently in design phase.**
Construction Begins: Spring 2023
Construction Ends: Spring 2024
Project Cost: $30.01 Million

3 **Post Mile 5 / 9.5 : Rehabilitate and install new Transportation Management System (TMS) elements and upgrade communication systems.** (SHOPP)
Project 0718000065 (EA 07-34510)
Location and Limits: IN LOS ANGELES COUNTY ON LA-710 PM 5.0/9.5, LA-2 PM R18.7 (LARTMC), LA-10 HUB PM 18.3, LA-1HUB PM R2.0
Type of Work: This project proposes to upgrade the existing five Closed-Circuit Television (CCTV) cameras, two existing Changeable Message Signs (CMS), four existing Vehicle Detection Stations (VDS), four existing Ramp Metering Systems (RMS) and one Census Station. This project also proposes to install eight Maintenance Pullouts (MVPs), four new CCTV cameras, nine new Ramp Metering System (RMS) and one VDS. Lastly, upgrade communication equipment at the Los Angeles Regional Transportation Management Center (LARTMC) (Route 2 at Postmile [PM] R18.7) and Communication Hubs (Route 10 at PM 18.3 and Route 105 at PM R2.0) as well as install 5,300 linear feet of new conduit in roadway and approximately 2,000 linear feet of new conduit on Bridge structures. The existing communication systems will be upgraded to an all fiber optic digital system. The elements will be connected to the system via the Internet Protocol (IP) ready network.
Benefits: The purpose of this TMS upgrade project is **to improve the operational and communication efficiency of the freeway system, reduce maintenance needs/costs, and sustain the existing TMS performance for all TMS elements along the project corridor**
Status: **In design phase.**
Construction Begins: Winter 2023/2024
Construction Ends: Fall 2025
Project Cost: $23.7 Million

4 **Post Mile 5.8 / 5.8 : TIE-BACK RETAINING WALL AND RAMP MODIFICATION** (NON-SHOPP)
Project 0720000156 (EA 07-37210)
Location and Limits: $820 MILLION PIER B ON-DOCK RAIL FACILITY PROJECT, PORT OF LB TO BUILD RETAINING TIE-BACK WALL W/IN
Type of Work: Under an encroachment permit with the department the Port of Long Beach will be constructing a Tie-Back Wall along SR710 at approximately PM 5.8 and will be Modifying SR 710 Pico On/Off Ramp.
Benefits: **Improve roadway traffic flow to enhance motorist and rail safety by eliminating the existing railroad crossing at the 9th Street and Pico Avenue intersection**.
Status: I**n design phase.**
Construction Begins: Fall 2023
Construction Ends: Summer 2025
Project Cost: $3.3 Million

5 **Post Mile 6 / 6.4 : REPLACE BRIDGE *O/S** (NON-SHOPP)
Project 0700021122 (EA 07-27300)
Location and Limits: IN LOS ANGELES COUNTY IN LONG BEACH FROM BROADWAY TO SHOEMAKER BRIDGE
Type of Work: The scope of work includes bicycle and pedestrian observation platform/vista point along the south side of the new bridge and also provides improvements along associated roadway connectors to downtown Long Beach, West Shoreline Drive from State Route 710 (SR-710), and portions of 3rd Street, 6th Street and West Broadway from Cesar E. Chavez Park to Magnolia Avenue. The **proposed improvements will include additional street lighting, restriping, turn lanes, bicycle, pedestrian, and streetscape i****mprovements**. The Roundabout design is proposed for this project.
Benefits: To **provide connectivity from the downtown area to surrounding communities and adjacent recreational use areas, and improve safety and operations for all modes of transportation.**
Status: I**n design phase.**
Construction Begins: Summer 2025
Construction Ends: Spring 2028
Project Cost: $476 Million

7 **Post Mile 6 / 14.1 : Enhance highway worker safety by constructing Maintenance Vehicle Pullouts (MVPs), upgrading guardrail and end treatments, paving beyond the gore, installing erosion control, and replacing pull boxes.** (SHOPP)
Project 0718000167 (EA 07-34990)
Location and Limits: In Long Beach and Compton, from Shoreline Drive to north of Alondra Boulevard.
Benefits: The purpose of this project is to **improve the safety of State workers during routine roadside maintenance activities**.
Status: **In design phase.**
Construction Begins: Spring 2024
Construction Ends: Winter 2025/2026
Project Cost: $9.476 Million

8 **Post Mile 6.2 / 7.2 : LA-710 Highway Planting Restoration** (MINOR)
Project 0722000186 (EA 07-4V420)
Location and Limits: In LA County, Rte 710 PM 6/7.2, in city of Long Beach from W. Shoreline Dr. to Pacific Coast Hwy
Type of Work: The Project proposes highway planting restoration on Route 710 in city of Long Beach.
Benefits: The improvements would provide source control solutions **minimizing sediments from Caltrans right-of-way ultimately discharging to Los Angeles River.**
Status: I**n design phase.**
Construction Begins: Summer 2023
Construction Ends: Summer 2024
Project Cost: $1.74 Million

9 **Post Mile 6.4 / 6.4 : Remove and replace existing sign structures and panels** (EMERGENCY)
Project 0721000159 (EA 07-1XU20)
Location and Limits: On various routes in LA County SB LA-710 PM 6.38
Type of Work: Remove the existing sign structures and replace the sign structures to current standards and install Left Exit plaques to left exit guide signs.
Benefits: The Department committed to NTSB to **remove and replace the existing sign structure with a new sign structure that meet FHWA requirements.**
Status: I**n construction.**
Construction Begins: Spring 2022
Construction Ends: Winter 2022/2023
Project Cost: $3.565 Million

10 **Post Mile 6.9 / 17.3 : RAMPS, SLABS, GORE - CPOL DIGOUTS SLURRY. FROM 1/170 SEP TO LOS ANGELES RIVER.** (HM)
Project 0721000031 (EA 07-0W070)
Location and Limits: RAMPS, SLABS, GORE - CPOL DIGOUTS SLURRY. FROM 1/170 SEP TO LOS ANGELES RIVER.
Type of Work: Cold plane Overlay and dig out and slurry seal approximately 40 ramps, replace approximately 50 damaged slabs on mainline, and cold plane overlay gore areas.
Benefits: **Increase the life of the pavement and provide a smooth ride**.
Status: I**n construction.**
Construction Begins: Fall 2022
Construction Ends: Summer 2024
Project Cost: $3.3 Million

11 **Post Mile 6.9 / 26.5: Installation of Broadband Network** (BMMN)
Project 0722000105 (EA 07-38320)
Location and Limits: Installation of Broadband Middle-Mile Network (BMMN) in Los Angeles County on Route 710 for 19.6 Miles from PCH to I-10: Standalone BMMN Project
Type of Work: The work involves installing broadband conduit and fiber on Route 710 (PM 6.9/26.5) as a part of the BMMN identified as 15C in the Interagency Agreement (IAA) between the CDT and Caltrans.
Benefits: The **installed broadband will enhance access to, and increase the affordability of, high-speed internet to all Californians**.
Status: I**n environmental phase.**
Construction Begins: Winter 2023/2024
Construction Ends: Summer 2025
Project Cost: $15.868 Million

12 **Post Mile 7.9 / 7.9: LA-710, Repair bridge abutment** (EMERGENCY)
Project 0723000015 (EA 07-1XX00)
Location and Limits: LA-710, PM R7.88 Repair bridge abutment
Type of Work: 1. Partner and allow access to social service partners, in a COVID-19 safe manner, to offer unsheltered individuals assistance. 2. Repair the damaged slope. 3. Place hardscape to prevent digging.
Benefits: **Repair State's damaged assets.**
Status: **Presently in construction.**
Construction Begins: Summer 2022
Construction Ends: Fall 2022
Project Cost: $0.37 Million

13 **Post Mile 7.9 / 7.9: Unsheltered Encampments Related** (EMERGENCY)
Project 0723000015 (EA 07-2XA80)
Location and Limits: LA 710 - PM 7.89 Unsheltered Encampments Related
Type of Work: 1.) Fill the voids with slurry behind and under the abutments. 2.) Repair the damaged slopes. 3.) Place hardscape to prevent future digging.
Benefits: **Repair severe damages to State assets.**
Status: **Presently in planning.**
Construction Begins: Fall 2026
Construction Ends: Winter 2028/2029
Project Cost: $1.96 Million

14 **Post Mile 9.6 / 32.1T : DRAINAGE SYSTEM RESTORATION** (SHOPP)
Project 0718000092 (EA 07-34700)
Location and Limits: IN LOS ANGELES COUNTY, IN LONG BEACH AND PASADENA, AT VARIOUS LOCATIONS
SB1
Benefits: The purpose of this project is to **improve the reliability, efficiency, and pumping capacity at four pump plant locations.**.
Status: I**n design phase.**
Construction Begins: Summer 2023
Construction Ends: Summer 2025
Project Cost: $10.392 Million

15 **Post Mile 10.6 / 32.5: Deck methacrylate, spall repair, joint seals** (HM)
Project 0721000223 (EA 07-0W270)
Location and Limits: IN LOS ANGELES COUNTY AT VARIOUS LOCATIONS ON ROUTE 710 FROM COMPTON CREEK TO UNION STREET UNDERCROSSING
Type of Work: **This project will preserve 9 bridges on Route 710 in Los Angeles county**. The work involves applying methacrylate on deck, replacing joint seals and spall repair.
Benefits: This project will **improve bridge health, improve safety, enhance ride-quality, extend the service life of the structures, and limit operational restrictions**.
Status: **Presently in design phase.**
Construction Begins: Summer 2023
Construction Ends: Fall 2025
Project Cost: $2.505 Million

16 **Post Mile 12.9 / 24.9 : EARLY ACTION SOUNDWALL PACKAGE 2** (NON-SHOPP)
Project 0717000079 (EA 07-29802)
Location and Limits: IN LOS ANGELES COUNTY, IN VARIOUS CITIES BETWEEN SR-91 AND SR-60
Type of Work: The project will construct new or improve existing soundwalls at various locations along Interstate 710 (I-710) in the southbound direction and along the northbound direction between I-710 and Atlantic Avenue in the Cities of Long Beach, Compton, Lynwood, South Gate, Bells, Bells Gardens and Los Angeles. In addition, the project proposes to aesthetically treat approximately 7.1 miles of existing soundwalls located within the project limits. The estimated project cost, including right of way and construction is approximately $8M and will be funded by the Los Angeles County Metropolitan Transportation Authority (LACMTA) through Measure R funds.
Benefits: **Noise abatement from the traffic.**
Status: **Presently in design phase.**
Construction Begins: Summer 2023
Construction Ends: Summer 2024
Project Cost: $60 Million

17 **Post Mile 13 / 24.6** (NON-SHOPP) Integrate the freeway management system and local arterial management systems to coordinate traffic operations during non-recurring conditions
Project 0721000056 (EA 07-37510)
Location and Limits:
Type of Work: The project will **integrate the freeway management system and local arterial management systems to coordinate traffic operations during non-recurring conditions**. The project will upgrade or install (as necessary) at a minimum, traffic control systems, traffic controllers, cabinets, detection, communications, closed circuit television (CCTV) cameras, arterial signage. In addition, the project will consider integrating with other systems of transit providers, Regional Integration of Intelligent Transportation Systems (RIITS), Port of Los Angeles (POLA), Long Beach (POLB), and Southern California 511 for data sharing and dissemination. Overall, the project will develop an Integrated Corridor Management (ICM) system that would consist of a data hub and decision support system (DSS) that would ingest all the data from the freeway system, arterial system, and other sources, and provide response plans to manage congestion uniformly through the corridor.
Benefits: The **integration of freeway and arterial systems, along with data sharing and dissemination, will address the congestion and operational deficiencies experienced by non-recurring conditions (i.e. incidents and events) and accommodate projected growth in the area**.
Status: **Presently in environmental phase.**
Construction Begins: Summer 2024
Construction Ends: Fall 2026
Project Cost: $37.5 Million

18 **Post Mile 13.8 / 21. : LA-710,Clean CA Beautification** (CLEAN CA)
Project 0722000163 (EA 07-38580)
Location and Limits: In Los Angeles County in Compton and Paramount on Route 710 from 0.10 Mile South of Alondra Blvd OC to 0.30 Mile North Rosecrans Avenue OC
Type of Work: The I-710 Compton and Paramount Beautification Project enhances 1.5 miles of roadside with landscaping, trees, shrubs, ground cover, and artwork reflecting each city's historical values. This project also upgrades the irrigation system to conserve water.
Benefits: Clean California makes significant investments to **advance equity for underserved communities by implementing beautification projects on the State Highway system, improving public spaces**.
Status: **Presently in design phase.**
Construction Begins: Winter 2022/2023
Construction Ends: Summer 2026
Project Cost: $3.383 Million

19 **Post Mile 15.1R / 21.9 : Improve Worker Safety by Paving Narrow Area, MVP, Access Gate, and RICS** (SHOPP)
Project 0716000214 (EA 07-33050)
Location and Limits: IN THE CITIES OF SOUTH GATE, BELL GARDENS AND COMMERCE, FROM 800 FEET NORTH OF ROSECRANS AVENUE TO ATLANTIC BOULEVARD
Type of Work: Relocate appurtenances; Add slope/gore and narrow area paving; Maintenance Vehicle Pullouts (MVPs); access gates; access roads; and upgrade irrigation system to Remote Irrigation Control System (RICS). The performance measure for this project will enhance worker safety at 36 locations within State right-of-way by replacing difficult-to-access existing landscape with paving, extending paving beyond gore areas, installing access gates, providing maintenance vehicle pullouts and aggregate base access roads, paving narrow areas, planting graffiti deterrent tall hedges or shrubs, and placing security fences around rail road bridge.
Benefits: This project proposes **to reduce the frequency and duration of highway workers exposure to traffic as well as decrease graffiti and vandalism**.
Status: **Presently in design phase.**
Construction Begins: Fall 2022
Construction Ends: Winter 2023/2024
Project Cost: $6.734 Million

Post Mile 18 / 18.5 : RECONSTRUCTION OF ONRAMP (NON-SHOPP)
Project 0714000239 (EA 07-30830)
Location and Limits: IN LA, RECONSTRUCTION OF SOUTHBOUND ONRAMP, NR FIRESTONE BLVD
Type of Work: Reconstructing the Interstate 710 (I-710) southbound on-ramp from eastbound Firestone Boulevard to southbound I-710 and minor widening on the east and west bound Firestone Boulevard. Easements from both the Los Angeles County Flood Control District (LACFCD) and the Los Angeles Department of Water and Power (LADWP) will be required for the project. City of Southgate is pursuing a new design to reduce the capital cost by eliminating the need for the retaining wall.
Benefits: The purpose for re-constructing the southbound on-ramp will be to eliminate the undesirable design features and to bring them to Caltrans standards.
Status: **Presently in environmental phase.**
Construction Begins: Winter 2023/2024
Construction Ends: Fall 2026
Project Cost: $8.45 Million

Post Mile 18.7 / 19.6 : Replace/Upgrade outdated pumps and controllers at South Gate PP and Florence PP. Supply additional storage capacity to South Gate and Florence. Provide additional electrical capacity at Ardis PP. (SHOPP)
Project 0721000032 (EA 07-37390)
Location and Limits: In Los Angeles County, various locations on LA-105 and LA-710.
Type of Work: This project proposes to upgrade three existing Pump Plants (PP): 1) Ardis Avenue PP (LA-105, Postmile [PM] 16.48), 2) Florence Avenue PP (LA-710, PM 18.7), and 3) South Gate PP (LA-710, PM 19.55). The scope of work includes installing new pumps (South Gate PP and Florence PP only), electrical control panels and service pedestals.
Benefits: The purpose of the project is to **extend the service life of three pump plants; reduce maintenance and repair costs; increase reliability, sustainability, and efficiency; and enable the pump plants to operate at design capacities.**
Status: **Presently in environmental phase.**
Construction Begins: Spring 2026
Construction Ends: Summer 2027
Project Cost: $9.57 Million

Post Mile 19.7 / 19.7: Install Pedestrian and Bicyclist Regulatory/Warning Signs, pavement markings, Pedestrian Crosswalk Systems, Crosswalk Illuminator, upgrade curb ramps and sidewalks to current ADA Standards, upgrade bridge fence, and restripe ramp lane configuration. (SHOPP - CANDIDATE)
Project 0722000123 (EA 07-38410)
Location and Limits: In Los Angeles County, in the City of Bell. Pedestrian and Bicyclist safety improvements on Florence Ave, at the I-710 Interchange.
Type of Work: Install Pedestrian and Bicyclist Regulatory and Warning Signs, pavement markings, Pedestrian Crosswalk Systems (install Illuminator, flashing LED signs with push button, voice message and visual confirmation), Crosswalk Illuminator, upgrade curb ramps and sidewalks to current ADA Standards, upgrade bridge fence, and restripe ramp lane configurations.
Benefits: **Bike and Pedestrian safety improvements.**
Status: **Presently in planning phase.**
Construction Begins: Spring 2025
Construction Ends: Summer 2026
Project Cost: $4.48 Million

Post Mile 22.2 / 22.2 : Rehabilitate, clean, and paint bridge. (SHOPP)
Project 0718000355 (EA 07-35470)
Location and Limits: In Commerce and Vernon, at Hobart Rail Yard Overhead No. 53-0840.
Type of Work: This project proposes to paint all existing structural steel members of Hobart Yard OH (Bridge #53-0840). Spot blast, clean and paint all steel members of Hobart Yard OH. Estimated that 5% of the surface area will need spot preparation due to rust.
Benefits: **The purpose of this public is to improve public safety**.
Status: **Presently in design phase.**
Construction Begins: Spring 2025
Construction Ends: Fall 2028
Project Cost: $24.34 Million

Post Mile 23.3 / 25.6 : STABILIZE SOIL AND EROSION CONTROL (SHOPP)
Project 0714000061 (EA 07-30440)
Location and Limits: IN LOS ANGELES COUNTY IN LOS ANGELES AND MONTEREY PARK ON ROUTE 60 FROM EASTERN AV OC TO MEDNICK AV OC AND RTE 71O FROM OLYMPIC BLVD UC TO 0.4 MILE NORTH OF FLORAL DR UC
Type of Work: The work involves filling slopes and bare areas with ground covers that included, shrubs and trees to improve soil water holding capacity. Erodible areas, where plants cannot be maintained, will be paved. Irrigation systems will be modified or repaired.
Benefits: The project will focus on the prevention of erosion while allowing storm water to infiltrate, thereby **reducing storm water runoff as well as preserving soil, waterways and unimproved roadways.**
Status: **Presently in construction. 89% complete.**
Construction Began: Summer 2019
Construction Ends: Fall 2023
Project Cost: $6.5 Million

Post Mile 24.9 / 25.1: Install chain link railing. (MINOR)
Project 0722000133 (EA 07-1Q000)
Location and Limits: On Route 710 Cesar Chavez Avenue Overcrossing Bridge No. 51-1154.
Type of Work: This project proposes to improve traffic safety and operation by installing chain link railing on both sides of the Cesar Chavez Avenue Overcrossing.
Benefits: The newly installed chain link railing will **enhance traffic safety by reducing the risk of objects being dropped or thrown onto the freeway below. In addition, the installation of the chain link railing will also enhance the safety of pedestrians walking across the bridge.**
Status: **Presently in design phase.**
Construction Begins: Winter 2023/2024
Construction Ends: Fall 2024
Project Cost: $0.53 Million

ATTACHMENT F

710 Task Force Pre-Investment Plan Opportunity

Background

Motion 9 (May 2022) asked staff to align initiatives with funding opportunities, including the development of an Early Investment Plan for a minimum of three initiatives that will apply for available State and Federal funding opportunities in Calendar Year 2022. The purpose of this directive was to identify ways in which Metro and its stakeholders could capture historic levels of state and federal investment available through discretionary grant programs in 2022 into the I-710 South Corridor in advance of the Task Force Investment Plan being completed in 2023.

Development of process

In response to concerns raised by community representatives that this Board directive would pre-determine the outcome of the Task Force Investment Plan to be developed by stakeholders and submitted to the Metro CEO in 2023, staff branded this effort the Pre-Investment Plan Opportunity (PIPO) to signal to all stakeholders that the results of this process would be an activity that takes place prior to the Investment Plan development, not in place of or as an early phase of the plan, which will leverage remaining Measure R and M funds allocated to the Corridor for a project or program of projects.

Staff set forth three criteria for inclusion in the PIPO:

- The proposed project must be located within the Corridor study area (Attachment B).
- The proposed project must be seeking or be eligible to seek grant funding from programs that have deadlines for submission by March 31, 2023.
    - Adding the first three months of 2023 allows staff to include additional state and federal grant opportunities that would still precede the development of the Task Force Investment Plan.
- The proposed project must not use as local match to leverage state or federal funds any of the Measure R or M funding remaining for the I-710 South Project recommendation to be developed by the Task Force.

Call for projects

Staff conducted outreach to members of the Task Force, Community Leadership Committee, Task Force Working Groups, and corridor residents to nominate projects that met the three criteria for inclusion in the PIPO. The deadline for submitting nominations was July 1, 2022 – this deadline was extended through July 6, 2022, to accommodate the need for more time by the Community Leadership Committee (CLC) to respond to the request.

Receipt of Nominations

Staff received 22 projects from local jurisdictions, the Ports of Long Beach and LA, the Gateway Cities Council of Governments, the Office of Supervisor Janice Hahn, and the LA Cleantech Incubator. These projects were then categorized as follows:

Complete Streets & Roadway Design (11)

- **City of Bell:** Atlantic Avenue Corridor Improvements Project (Randolph to Florence)
- **City of Bell:** Gage Avenue Corridor Improvement Project
- **City of Commerce:** Slauson Ave. Corridor & Citywide Pedestrian, Bike, & Transit Improvements
- **City of Cudahy:** Citywide Complete Streets Improvement Project & Atlantic Ave Improvements
- **City of Lakewood:** Lakewood Blvd Regional Corridor Capacity Enhancement Project
- **City of Long Beach**: Shoreline Drive Re-Alignment (Shoemaker Bridge Replacement Project)
- **City of Maywood:** Randolph Street Bike and Facilities Improvement Project
- **City of Paramount:** Garfield Avenue Capacity Enhancement Project
- **City of South Gate:** Garfield Avenue Complete Streets Project
- **Gateway Cities COG:** Atlantic Complete Street Corridor Nexus w/ I-710–Study Area 4
- **Gateway Cities COG:** Florence Complete Street Corridor Nexus w/I-710–Study Area 3

Transit Systems (2)

- **Long Beach Transit:** Solar Charging Electrification Project
- **Office of Supervisor Janice Hahn:** Southeast LA Transit Improvement Program

Clean Air & Energy (4)

- **LA Cleantech Incubator (LACI) + Partners:** Medium/Heavy Duty ZEV Infrastructure Blueprint (Drayage Truck Charging Depots on the I-710 Corridor)
- **LACI:** Goods-Movement Resiliency & Enhanced Energy Now (GREEN) Project
- **Office of Supervisor Janice Hahn:** Community Health Benefit Program
- **Office of Supervisor Janice Hahn:** Zero Emissions Truck Program

Goods Movement (5)

- **Port of Long Beach:** America's Green Gateway: Pier B Rail Program Buildout – Roadway realignment/improvements; construction of 5 new receiving and departure tracks and 34 new railroad tracks.
- **Port of Los Angeles (POLA):** Rail System Improvement Projects
- **POLA:** Maritime Support Facility Access/Terminal Island Rail System Grade Separation
- **POLA:** SR 47 – Seaside Avenue & Navy Way Interchange Improvement Project
- **POLA:** POLA Supply Chain Safety, Sustainability, Efficiency—Maritime Support Facility/Terminal Island Rail System Grade Separation & Pier 300 Wharf Expansion/Vessel Emission Reduction Project

Inventory of Metro-supported Projects

Metro provided support for 11 additional projects put forth by I-710 South Corridor cities seeking funding from the California Transportation Commission's 2022 Active Transportation Program (Cycle 6).

These projects, and the level of support provided, were as follows:

City	Project	Type of Assistance
Bell Gardens	Complete Streets Improvements, Phase II	Letter of Support
Carson	Community-Wide Safety Improvements	Letter of Support
Cudahy	Salt Lake Avenue Sidewalk Widening Project	Letter of Support
Downey	South Downey Safe Routes to School Project Phase II	Letter of Support Technical Assistance
Downey	Greenway Traffic Circle Improvement Project – Rives Avenue	Letter of Support Technical Assistance
Huntington Park	Safe Routes for Students and Seniors	Letter of Support Grant Writing
Long Beach	Mid-City Bicycle and Pedestrian Connections	Letter of Support
Paramount	West Paramount Utility Easement Multi-Use Path	Letter of Support
Signal Hill	E. Burnett Street Historical District Pedestrian and Bike Enhancement Project	Letter of Support
South Gate	Tweedy Boulevard Complete Streets, Phase II Project	Letter of Support
South Gate	West Santa Ana Branch (WSAB) Light Rail Station First-Last Mile Bikeway Safety and Access Project	Letter of Support

Staff also considered two additional projects that Metro has developed within the corridor and that meet the overall goals of investment within the corridor:

- I-710 Integrated Corridor Management (ICM) Project
- Humphreys Avenue Bike/Pedestrian Crossing over I-710 in East LA

Community Engagement

Staff presented the 22 projects received as PIPO nominations to the CLC, Equity Working Group (EWG), and Task Force to receive feedback related to these groups assessment of each project's alignment with the goals and principles of the 710 Task Force. Additional projects, such as the I-710 ICM, will also be brought to these groups in future meetings to be timely for grant opportunities.

Community members raised numerous questions and insights into the various projects for Metro to consider. A summary of these comments is found here:

CLC

- Demonstrated a high level of support for Zero-Emission Trucks, Bicycle/Pedestrian Improvements, and community-based projects.
- Expressed concerns related to potential impacts from the siting of Zero-Emission infrastructure and large-scale port projects.

EWG

- Raised concerns about the need for coordination between neighboring jurisdictions implementing projects in proximity to each other
- Highlighted the importance of assessing projects in relation to socioeconomic conditions, levels of community need, and community support/buy-in
- Importance of supporting lower-resource jurisdictions with both grant application and project implementation processes
- Supported the LB Transit project as exemplifying the Equity Guiding Principle
- Discussed safety of the Class II bikeways ("Sharrows") in Commerce's Slauson Avenue Project
- Discussed potential induced demand/increased VMT for Paramount's Garfield Avenue Capacity Enhancement project
- Discussed potential pollution and other environmental impacts of POLA's Pier 300 Wharf Expansion project

More information can be found in the attachment to this report on Community Leadership Committee input into the various Task Force processes. Additionally, a letter from the Coalition for Environmental Health and Justice (CEHAJ) with input regarding the PIPO is included below.

Opportunities for Metro to Lead Grant Applications

After reviewing the 35 PIPO nominations from stakeholders and Metro departments and sorting out projects that have already been submitted for grant programs by other agencies, staff identified four opportunities to lead grant applications for state and federal programs in 2022 and early 2023 in advance of the completion of the Task Force Investment Plan. These projects (and target funding programs) are as follows:

Huntington Park Safe Routes for Seniors and Students

- Target Program: CTC State Active Transportation Program (ATP)
- Scope: Project will construct curb ramps, crossing improvements, sidewalks, wayfinding, speed-calming, and other active transportation improvements for pedestrians on segments of Belgrave Ave, Clarendon Ave, E 61st, Randolph St, Seville St, Zoe Ave, State St, Yahualica Place, and walking/biking paths adjacent to Veteran's Park. Includes 130 curb ramps and high-visibility crosswalks, 3 raised islands, 1 HAWK beacon, 3,266 LF of sidewalks, 20 wayfinding signs, 10 flashing beacons, 329 illuminated bollards, 20 speed humps, 10 raised crosswalks, wastebins and shade trees.

I-710 Integrated Corridor Management (ICM)

- Target Program: CTC Trade Corridor Enhancement Program (TCEP)
- Project to be presented to the CLC for discussion on September 22, 2022
- Scope: The ICM will integrate various transportation management networks, including freeway and train management systems and traffic signal systems into a unified system along I-710 South. Doing so will manage congestion during incidents and emergencies to provide more seamless and less impactful transportation through the corridor. The project will also provide multimodal traveler information for trip planning purposes and enhance safety for all modes along the corridor using technology and Intelligent Transportation Systems.

Southeast LA Transit Improvement Program

- Target Program: CTC Local Partnership Program – Competitive (LPP-C)
    - *Pending Board approval to program local match*
- Scope: Pending stakeholder input and local jurisdiction approval, this project could include a "cloud"-based Countywide Signal Priority upgrade, 100 bus stop shelters at existing bus stops with over 50 daily boardings but without existing shelter, 100 solar-powered real-time arrival displays, 100 bus stop solar light upgrades for stops without shelters that have lighting, terminal/layover expansion improvements at the Norwalk, Artesia, and Compton Stations, and 100 Zero-Emission Bus charging masts.

Humphreys Avenue Bike/Pedestrian Crossing over I-710 in East LA

- Target Programs: CTC LPP-C, USDOT Reconnecting Communities Pilot (RCP) Program, USDOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE), Federal Neighborhood Access and Equity Grant (NAEG) Program
    - *Pending Board approval to program local match*
- Scope: The project would construct a pedestrian and bicyclist overcrossing on Humphreys Avenue over the I-710 S freeway connecting the East LA communities on either side of the freeway, including the Humphreys Avenue Elementary School and the Whittier Boulevard commercial corridor. Pedestrians and bicyclists will be separated from vehicle traffic, creating safety and mobility benefits for this crossing.

Table 1: PIPO Early Initiative Candidate Projects

Project	Cost (millions)	Local Match (millions)	Target Program(s)	Program Application Deadline
Humphreys Avenue Bike/Pedestrian Crossing over I-710 in East LA	$12	$6*	LPP-C RCP RAISE NAEG	November 29, 2022
Huntington Park Safe Routes for Seniors and Students	$4.8	N/A	ATP	June 15, 2022
I-710 Integrated Corridor Management (ICM)	$30.2	$7.2	TCEP	November 18, 2022
Southeast LA Transit Improvement Program	$29.5	$15.0*	LPP-C *(other)*	November 29, 2022

**pending approval by Metro Board to program local match*

Looking Ahead

With Board approval of the PIPO, staff will develop the strategy for each project to submit competitive applications for state and/or federal grant funding.

Staff will consider for the Task Force Investment Plan any PIPO-nominated projects that do not receive grant funding in the 2022 Cycle.

C.E.H.A.J.
coalition for environmental health and justice

August 8, 2022

VIA E-MAIL

KeAndra Cylear Dodds, Executive Officer, Equity and Race
Los Angeles Metro
One Gateway Plaza
Los Angeles, CA 90012
Via email: cyleardoddsk@metro.net

Michael Cano, Deputy Executive Officer
Los Angeles Metro
Countywide Planning & Development
Los Angeles Metro
One Gateway Plaza
Los Angeles, CA 90012
Via email: canom@metro.net

Hilda Solis, Chair
Los Angeles Metro Board
One Gateway Plaza
Los Angeles, CA 90012
Via email: firstdistrict@bos.lacounty.gov

Tony Tavares, Executive Director
California Department of Transportation, District 7
7100 S. Main Street
Los Angeles, CA 90012
Via email: Tony.Tavares@dot.ca.gov

Re: Pre-Investment Plan Opportunity Feedback

Dear Metro and Caltrans Leadership:

On behalf of the undersigned organizations and members of the Coalition for Environmental Health & Justice ("CEHAJ"), we write to share input on the Pre-Investment Plan Opportunity ("PIPO") currently in front of the Community Leadership Committee (CLC), the Task Force, and various Working groups. We understand the Metro Board directed staff in May to identify at least three projects ready to apply for state and federal funding opportunities by the end of 2022.

As of the writing of this letter, the PIPO projects have been presented to the CLC (on July 18, 2022), the Zero-Emission Truck Working Group (July 19, 2022), and the Equity Working Group (July 28, 2022). Due to the number and variety of projects nominated for the PIPO, in these spaces there was not enough time to fully digest and discuss each project. Furthermore, there was a lack of information available about many of these projects and Metro staff were often unable to answer questions because the proposed projects were not submitted by Metro. We have concerns about the PIPO process and call on Metro to do more to ensure that the CLC and the rest of the Task Force can meaningfully weigh in on these projects. Input from directly-impacted communities should guide the types of projects Metro agrees to support.

CLC input must be centered in the selection of PIPO projects

The CLC has not received enough information about the PIPO projects, which makes it especially difficult to provide input on large projects with a broad scope. Metro staff presented twenty-one different projects to the CLC, and while it did create a chart and a map of the projects, the presentation moved too quickly for community members to form questions or have a full discussion. Metro needs to commit to a different process that allows for sharing and receiving meaningful feedback on these projects from CLC members on their timeline.

Moreover, when CLC members asked questions of specific projects during the Metro PIPO presentation, these went unanswered. To date there has been no commitment from Metro staff to documenting and tracking the list of project-specific questions and following up with responses to the group. These questions ranged from project funding, active transportation details, commitments to zero emissions and health benefits and are not in the current notes. A specific process should be set up to ensure that all questions from the CLC receive a response.

The nomination of PIPO should not move forward until these issues are addressed and the CLC is able to fully weigh in on the project list. Once the CLC members have their questions answered and are able to take the time to identify projects that provide the most benefits, those recommendations should be presented to the Task Force and given their full weight.

Metro should target its support toward community-centered projects that bring immediate and tangible benefits to corridor residents who have long suffered the burdens of freight impacts from the 710

Metro should use its leverage to support projects that may not independently garner a lot of attention, but that will improve the lives of corridor residents at the ground level. For example, projects that enhance safe active transportation options, that expand public transportation and invest in battery-electric zero-emission public transit in under-resourced communities; that commit to local and targeted hire; that invests in zero-emissions infrastructure that will pull polluting trucks

off the roads; and that commit to comprehensive and holistic approaches to improving the health of all corridor residents, including health education and illness prevention programs.

The Equity Planning & Evaluation Tool (EPET) could help the CLC, the Task Force and Working Groups to more deeply consider which PIPO projects have the most potential to advance equity. The data gathered to date through the EPET and discussed by Metro staff and the Equity Working Group would be useful to guide a discussion about which pre-investment projects come closest to yielding equitable outcomes that address the deep disparities felt by many along the 710 corridor, as well as the root causes of such disparities. Specifically, Metro should use its "Equity Focus Communities" maps to prioritize projects that will provide direct benefits to corridor residents in areas that are in the most need of investments. For example, in its June 30th presentation to the Equity Working Group, Metro identified Lakewood as an area that had "Very Low" and "Low" equity needs and yet the agency presented the Lakewood project proposal to the Working Group without this additional context.

With the partial information currently available about the PIPO projects, we believe the following should be prioritized in the final selection:

- **Community-driven zero-emission investments.** We support efforts to transition trucks and existing freight infrastructure to zero-emission technology and build the charging infrastructure necessary to power such vehicles. However, it is crucial that these investments are carried out in consultation with directly-impacted communities and community-based organizations. LACI's collaboration with East Yard Communities for Environmental Justice, Communities for a Better Environment and the Long Beach Alliance for Children with Asthma not only shows that it's possible to work with communities to site charging infrastructure, but also that better strategies can flow from projects that are co-designed with impacted communities.
- **Mobility investments.** City-level projects and mobility investments are long overdue along the 710 corridor. Metro should commit to providing technical assistance to 710 corridor cities to make sure applications for grant funding are as competitive as possible and complement these projects with their own mobility investments.
- **Targeted and local hire**. We also support clear and enforceable commitments to targeted and local hire and investments into workforce development for 710 corridor residents in coordination with local community colleges and existing job training programs.
- **Health and illness prevention.** We support projects that directly address health harms, remove exposure to unhealthy air, and promote the health and well-being of community members along the 710 corridor. Projects should invest in local health programs and facilities that target health improvement, education, and illness prevention.

Metro Must make A Firm Commitment to not support projects that will cause the displacement of residents or small businesses

CEHAJ has consistently called for Metro to ensure that any programs pursued do not result in the displacement of residents and small businesses already struggling to stay in their communities. The Metro Board has voted on a policy that 710 projects will not cause displacement and the Task Force has similarly acknowledged a commitment to no displacement by the ZE Truck Program. However, there is no similar guarantee that the projects that Metro endorses as part of the pre-investment plan will contain a similar commitment.

More specifically, there is no guarantee that municipalities, government agencies, or other sponsoring organizations will implement the same commitment not to pursue projects that will result in the displacement of residents or small businesses along the I-710 or within the corridor. Metro must insist that any project it endorses along the 710 corridor contains a commitment to avoid all displacement before the agency offers a letter of support.

If Metro is unable to conduct its own analysis on the impacts of PIPO projects, more information must be provided by the applicant

CLC and CEHAJ members have asked questions about the range of potential impacts from the goods movement projects in particular. Since the project descriptions seem to come directly from applicants, the available information tends to skew toward the project benefits rather than provide an unbiased and transparent perspective on each project. Some descriptions alone fail to provide enough information to understand the full scope of the impacts. For example, the Port of Los Angeles Rail System Improvement Project states that the project would add rail track on Port property to improve rail operations and improve access to the Alameda Corridor, but it fails to provide specific information about whether the project would increase the number of freight locomotives running on diesel moving through nearby communities, whether any of the rail would be electrified, and what data is used to assert that emissions and truck trips would be reduced. Without this type of information, a thorough review of the project is impossible.

Not enough information on many of these projects has been available to date. Metro should ask applicants to share as much information as possible, including existing studies, community engagement plans, environmental review documents, or fact sheets, and in lieu of additional analysis at least affirmatively identify any gaps or deficiencies in the information presented to the CLC, the Task Force, and the public. A representative from the agency or entity that submitted any PIPO project should also be available during Task Force and Working Group meetings to answer questions. For example, while some information was provided verbally in response to questions raised by Working Group members, the Equity Working Group presentation materials themselves did not include information on construction impacts, growth-induced pollution impacts, possible displacement impacts, whether any environmental analysis has already been

prepared, etc. If that additional information is not made available, the project should not be considered eligible as a pre-investment project.

This holds especially true if the Task Force is being asked to submit any additional letters of support and an organization's participation in the Task Force could be seen as indirect support for a specific project included in the 710 pre-investment plan.

We appreciate your consideration of the issues raised in this letter and look forward to continued collaboration in upcoming meetings to advance community-driven and equitable investments into 710 corridor communities.

Sincerely,

Laura Cortez
East Yard Communities for Environmental Justice

Ambar Rivera
Communities for a Better Environment

Sylvia Betancourt
Long Beach Alliance for Children with Asthma

Ghirlandi Guidetti
Legal Aid Foundation of Los Angeles

Natalia Ospina
Natural Resources Defense Council

Fernando Gaytan
Earthjustice

Cc: Metro Board of Directors



We're developing a new vision for the 710 corridor.

710 TASK FORCE

Metro Board of Directors
September 22, 2022

Metro

Responding to Motion #9 (May 2022)

Board approved Motion #9 (Directors Hahn, Solis, Mitchell, & Dutra) that provided direction for the development of the I-710 South Corridor Investment Plan.

Motion #9 also asked for the following items to return to the Board for consideration:

- Vision Statement / Guiding Principles / Goals
- Pre-Investment Plan Opportunity
- Re-naming the I-710 South Corridor Project

This Board report provides recommendations for all items requested.

Metro

Vision Statement

Recommended Board Action:	Approve Vision Statement developed and approved by the Task Force for Metro consideration.

An equitable, shared I-710 South Corridor transportation system that provides safe, quality multimodal options for moving people and goods that will foster clean air (zero emissions), healthy and sustainable communities, and economic empowerment for all residents, communities, and users in the corridor.

Metro

Guiding Principles of Equity and Sustainability

Recommended Board Action: Approve Guiding Principles of Equity and Sustainability developed by the 710 Task Force for Metro consideration.

Equity Guiding Principle

“A commitment to: (1) strive to rectify past harms;
(2) provide fair and just access to opportunities; and
(3) eliminate disparities in project processes, outcomes, and community results.”

“The plan seeks to elevate and engrain the principle of Equity across all goals, objectives, strategies, and actions through a framework of Procedural, Distributive, Structural, and Restorative Equity, and by prioritizing an accessible and representative participation process for communities most impacted by the I-710.”

Sustainability Guiding Principle

"Development that meets the needs of the present without compromising the ability of future generations to meet their own needs.”

"A commitment to sustainability to satisfy and improve basic social, health, and economic needs/conditions, both present and future, and the responsible use and stewardship of the environment, all while maintaining or improving the well-being of the environment on which life depends."

Metro

Goals

Recommended Board Action: Approve the Goals developed by the 710 Task Force for Metro consideration

Air Quality: Foster local and regional clean air quality

Community: Support thriving communities by enhancing the health and quality of life of residents

Environment: Enhance the natural and built environment

Mobility: Improve the mobility of people and goods

Safety: Make all modes of travel safer.

Opportunity: Increase community access to quality jobs, workforce development, and economic opportunities

Prosperity: Strengthen LA County's economic competitiveness and increase access to quality jobs, workforce development, and economic opportunities for all communities, with a focus on strengthening the 710 Corridor communities, which have been and continue to be harmed by economic activity and development

Metro

Pre-Investment Plan Opportunity

Recommended Board Action: Approve the Pre-Investment Plan Opportunity developed by the 710 Task Force for Metro consideration.

Project	Target Program	Deadline	Project Cost (est.)	Local Match
Humphreys Avenue Bike/Pedestrian Crossing over I-710 (East LA)*	Local Partnership Program—Competitive	November 29, 2022	$12.0 M	$6.0 M*
Huntington Park Safe Routes for Students and Seniors	Active Transportation Program	June 15, 2022	$4.8 M	N/A
I-710 Integrated Corridor Management (ICM) project	Trade Corridor Enhancement Program	November 18, 2022	$30.2 M	$7.2 M
Southeast LA Transit Improvement Program*	Local Partnership Program—Competitive	November 29, 2022	$29.5 M	$15.0 M*

Requirements: Nominated projects must (1) be in the Corridor, (2) seek federal/state grants in 2022, and (3) not derive local match from remaining Measure R/M project funds available.

Process: Staff engaged the Task Force, the CLC, the Gateway Cities COG, and the public via a forum, resulting in 22 nominations. Staff also identified 13 Corridor projects supported or led by Metro. These 35 projects generally support the goals of the Task Force and constitute Complete Streets, Transit, Clean Air/Energy, and Goods Movement projects. Staff evaluated all candidates to identify four projects for which Metro can lead a grant application in 2022.

Metro

**pending Board approval to program local match*

710 Corridor Grant Candidates – 35 Multimodal Projects

1) **City of Bell:** Atlantic Ave Corridor Improvements Project (Randolph to Florence)

2) **City of Bell:** Gage Avenue Corridor Improvement Project

3) **City of Bell Gardens:** Complete Streets Improvements, Phase II

4) **City of Carson:** Community-Wide Safety Improvements

5) **City of Commerce:** Slauson Ave Corridor & Citywide Ped., Bike, Transit Improvements

6) **City of Cudahy:** Citywide Complete Streets & Atlantic Ave Improvements Project

7) **City of Cudahy:** Salt Lake Ave Sidewalk Widening Project

8) **City of Downey:** South Downey Safe Routes to School Project Phase II

9) **City of Downey:** Greenway Traffic Circle Improvement Project -- Rives Ave

10) **City of Huntington Park:** Safe Routes for Students and Seniors

11) **City of Lakewood:** Lakewood Blvd. Regional Corridor Capacity Enhancement Proj.

12) **City of Long Beach:** Mid-City Bicycle and Pedestrian Connections

13) **City of Long Beach:** Shoreline Dr. Re-Alignment (Shoemaker Bridge Replacement)

14) **City of Maywood:** Randolph Street Bike and Facilities Improvement Project

15) **City of Paramount:** Garfield Avenue Capacity Enhancement Project

16) **City of Paramount:** West Paramount Utility Easement Multi-Use Path

17) **City of Signal Hill:** E. Burnett St. Historical District Ped. & Bike Enhancement Project

18) **City of South Gate:** Garfield Ave Complete Streets Project

19) **City of South Gate:** Tweedy Blvd. Complete Streets, Phase II Project

20) **City of South Gate:** WSAB LRT Station First-Last Mile Bikeway Safety & Access Project

21) **GCCOG:** Atlantic Complete Street Corridor Nexus with I-710 - Study Area No. 4

22) **GCCOG:** Florence Complete Street Corridor Nexus with I-710 - Study Area No. 3

23) **LACI:** Goods-Movement Resiliency & Enhanced Energy Now (GREEN) Project

24) **LACI + Partners:** Medium/ Heavy Duty ZEV Infrastructure Blueprint (Drayage Truck Charging Depots on the I-710 Corridor)

25) **LA County Supervisor Janice Hahn:** Community Health Benefit Program

26) **LA County Supervisor Janice Hahn:** Southeast LA Transit Investment Program

27) **LA County Supervisor Janice Hahn:** Zero Emissions Truck Program

28) **Long Beach Transit:** Solar Charging Electrification Project

29) **Metro:** Humphreys Avenue Bike/Ped. Crossing over I-710 (East LA)

30) **Metro:** I-710 South Integrated Corridor Management (ICM) Project

31) **Port of LA:** NHFN Improv. Prog.- SR 47-Seaside Ave & Navy Way Interchange Improvement Project

32) **Port of LA:** NMFN Improv. Program: Maritime Support Facility Access/T.I. Rail System Grade Sep.

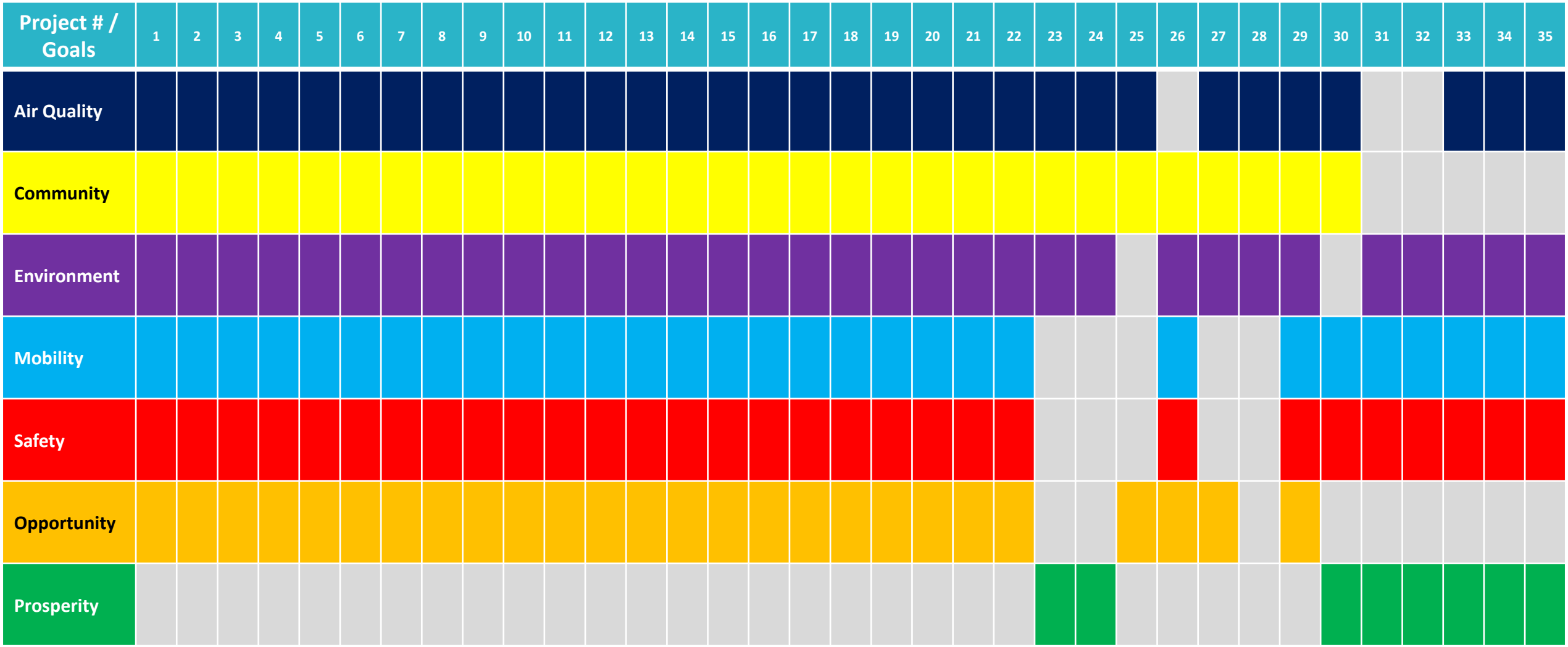
33) **Port of LA:** NMFN Improv. Program: Rail System Improvement Projects

34) **Port of LA:** Maritime Support Facility Access/ T.I. Rail System Grade Sep. & Pier 300 Wharf Expansion/Vessel Emission Reduction Project

35) **Port of LB:** America's Green Gateway: Pier B Rail Program Buildout

Complete Streets & Active Transportation	**Clean Air & Energy**
Transit Systems Improvements	**Corridor Mobility & Goods Movement**

Grant Candidates – Alignment with Task Force Goals



Metro

Re-Branding the Project

Recommended Board Action: Approve "Long Beach-East LA Corridor" as the new Corridor name recommended for Metro consideration

Staff engaged the Task Force, CLC, and Working Groups to identify key themes that should be captured by the options for re-naming the corridor project. Based on this input, staff developed five options to be considered through a public survey.

Results of the public survey (over 500 respondents), by final rank:

#1: The Long Beach-East LA Corridor Mobility Investment Plan
#2: Re-Connecting Communities: The Southeast LA Mobility Investment Plan
#3: The San Pedro Bay to East LA Future Mobility Investment Plan
#4: My Gateway Community Investment Plan
#5: Let's Clear the Air: A Mobility Investment Plan

Staff presented the top three options to the CLC and Task Force for discussion and a vote. The CLC and Task Force concluded that option #1 should be the recommendation to Metro.

Metro

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

Metro

Board Report

File #: 2022-0664, **File Type:** Oral Report / Presentation **Agenda Number:**

REGULAR BOARD MEETING
SEPTEMBER 22, 2022

SUBJECT: FARE CAPPING UPDATE

ACTION: RECEIVE ORAL REPORT

RECOMMENDATION

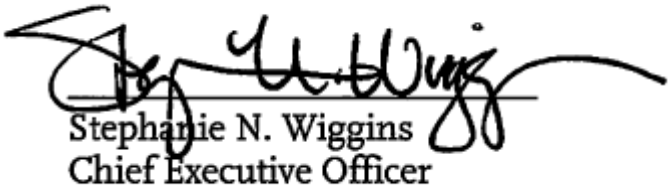
RECEIVE oral report on Fare Capping Update**.**

EQUITY PLATFORM

Fare capping ensures and advances equity for low-income riders and all riders. It allows riders to pay as they go and not pay upfront for unlimited use passes. Metro will conduct focus groups and outreach to cash-paying customers to ensure they can benefit from fare capping.

Prepared by: David Sutton, Senior Executive Officer, Finance, (213) 922-5633
Michelle Navarro, Senior Executive Officer, Finance, (213) 922-3056
Erica Lee, Principal Transportation Planner, (213) 922-2418

Reviewed by: Nalini Ahuja, Chief Financial Officer, (213) 922-3088



Stephanie N. Wiggins
Chief Executive Officer

powered by Legistar™

Fare Capping Update

ORAL UPDATE
Board Meeting
September 22, 2022

Metro

Fare Structure Goals

The more you ride, the more you save.



Equity

Simplify.

Simplification



Ridership

Goals

Riders should benefit NOW with equitable and simple fares.

Metro

Metro's Current Fare Structure

Metro Fares as of September 15, 2014	Regular	Senior 62+/ Disabled/ Medicare	College/ Vocational	Student K-12
Cash (Bus Only)				
1-Ride Base Fare No transfers included.	$1.75	75¢ Peak 35¢ Off-Peak	$1.75	$1
Metro-to-Muni Transfer Transfer to a non-Metro bus within two hours.	50¢	25¢	50¢	50¢
On TAP				
1-Way Trip Includes transfers to other Metro lines for up to two hours to complete a one-way trip.	$1.75	75¢ Peak 35¢ Off-Peak	$1.75	$1
1-Day Pass	$7	$2.50	—	—
7-Day Pass	$25	—	—	—
30-Day Pass	$100	$20	$43	$24
30-Day Pass + Zone 1	$122	—	—	—
EZ transit pass	$110	$42	—	—
EZ transit pass + Zone 1	$132	$51.50	—	—
Express Freeway Premium Charge				
Express + Zone 1 Premium Charge Additional fare required only on freeway segments.	75¢	60¢	75¢	75¢
Silver Line				
1-Ride Base Fare	$2.50	$1.35 Peak 95¢ Off-Peak	$2.50	$2.50
Premium Charge for 7-Day, 30-Day, and EZ transit pass All other Metro passes accepted without premium charge.	75¢	—	—	—

ENGLISH

Different categories

Off-peak for S/D only

2-hr transfer (ONE-DIRECTION)

Requires upfront payment. Unaffordable for low-income

Upcharges

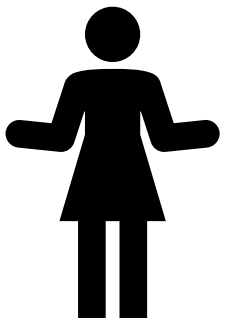
FARE STRUCTURE IS **TOO COMPLEX**

Additional Fare Products Only Available through Employers and Institutions: GoPass, U-Pass, E-Pass, Small Employer Pass, and ATAP

Choosing Best Fare is Confusing

Which fare option best meets my travel needs?

I don't want to pay for rides I don't take.



Passes

(Rider needs to assess their travel plans to determine what pass to buy)



Should I use cash and pay base fare for each boarding?



Should I use Stored Value on TAP for one-way trips?

(w/2-hour transfers)



Should I buy a 1-Day Pass? Will I ride 4 times today?



Should I buy a 7-Day Pass? Will I ride 14 times this week?



Should I buy a 30-Day Pass? Will I ride 57 times this month?

How often will I ride?

Metro

Fare Capping Simplifies Fare Payment Options

Choose between:

CASH



Use cash and pay base fare for each boarding

OR

TAP



Use Stored Value

Rider never overpays and always gets the "best fare"

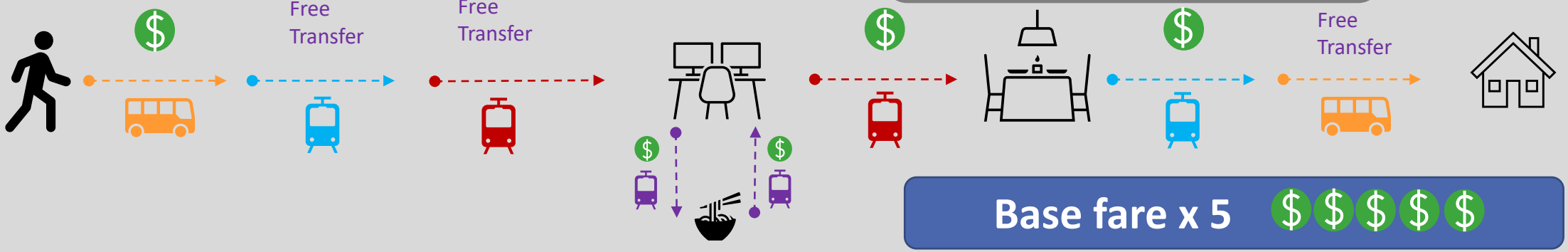
Benefits:

- The more you ride, the more you save
- No upfront payment for passes
- Pay as you go
- Riders never pay more than the daily or weekly cap (on TAP)
- Get the benefit of an unlimited pass, without upfront payment

Metro

Daily Commute Without a Day Pass

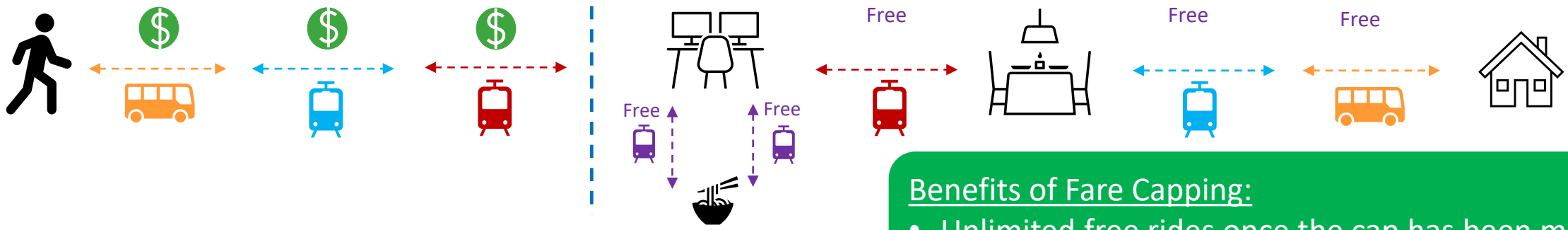
Current



Limitations of Transfers:
- Transfers only valid in 1 direction
- Limited to 2 hours

Base fare x 5 $ $ $ $ $

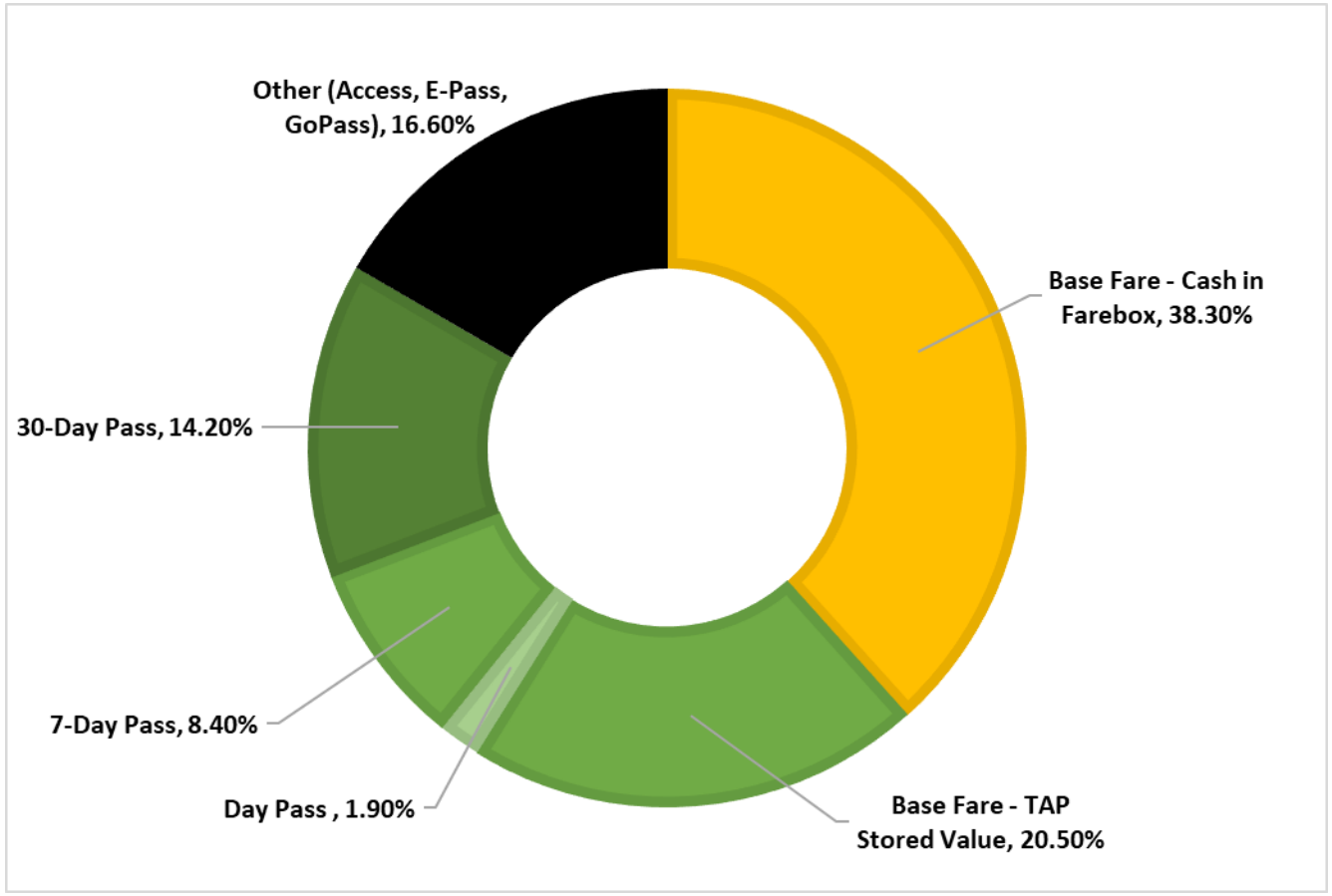
Fare Capping



Base fare X 3 $ $ $

Benefits of Fare Capping:
- Unlimited free rides once the cap has been met
- Travel in any direction

80% of Current Riders Could Benefit From Fare Capping



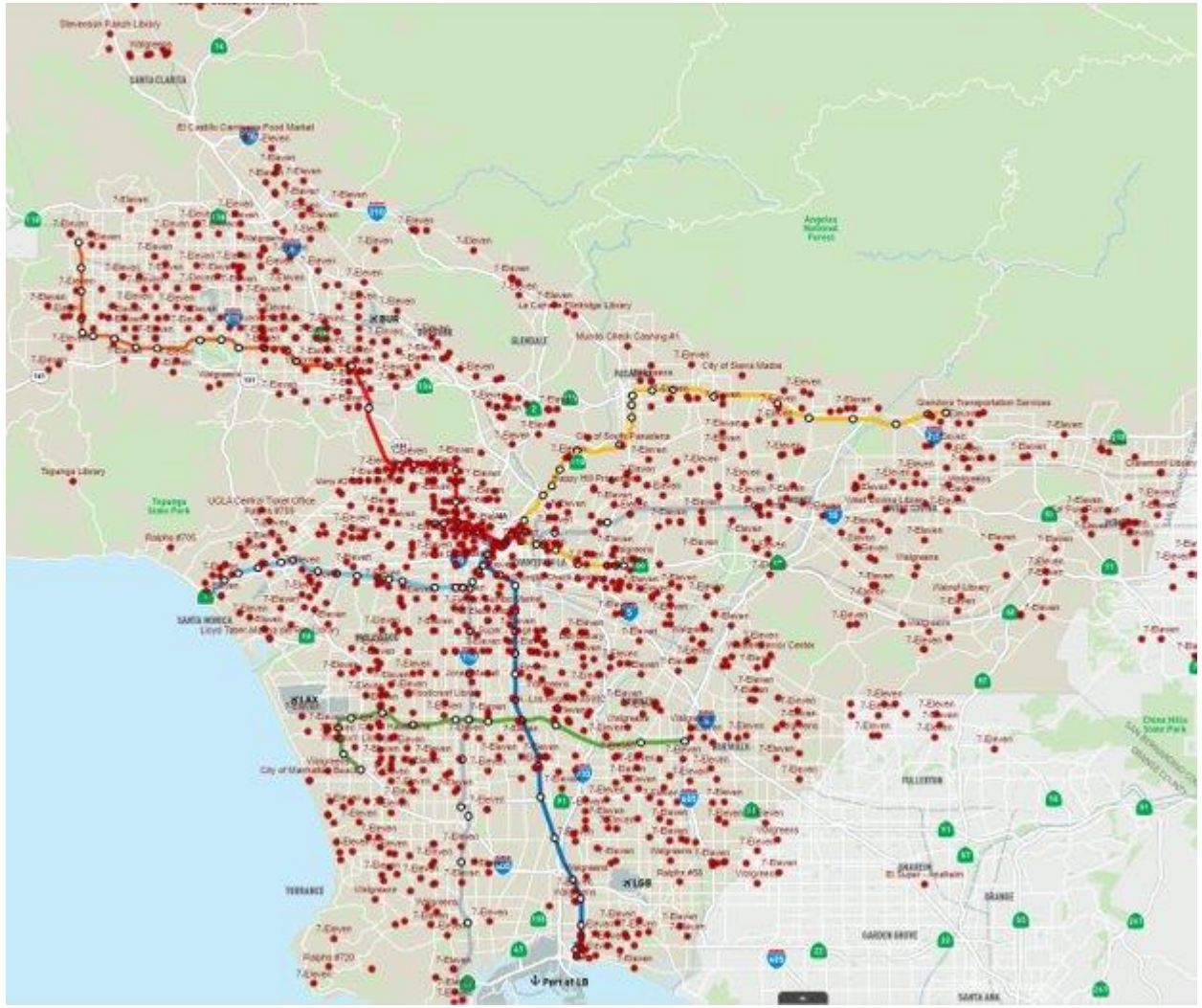
All Metro TAP riders would benefit from fare capping

Fare capping benefits incentivize Metro cash riders to switch to TAP

Metro

TAP Card Accessibility

- Cash customers can buy fare and add it to their TAP card at:
  - PayNearMe locations
    - Add cash on Mobile
  - TAP Vending Machines (TVMs)
  - TAP Vendors
  - TAP Barcode Vendors
  - Metro Customer Centers
  - Bus fareboxes



PayNearMe

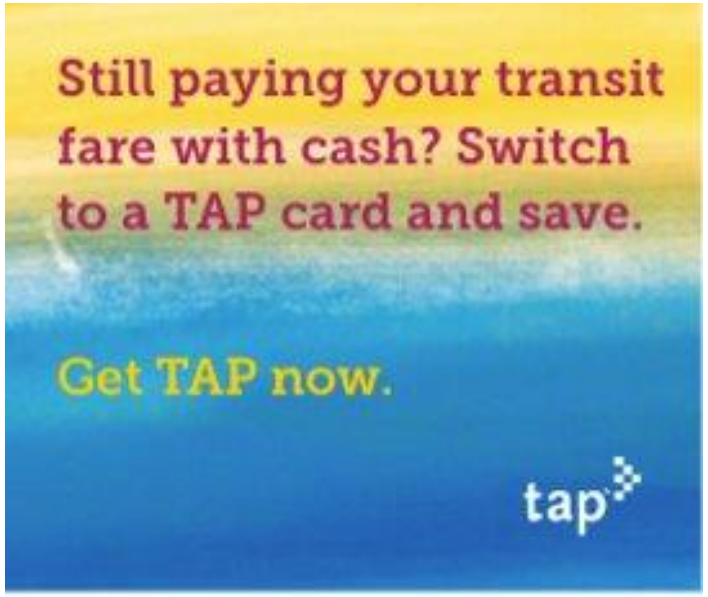
7-ELEVEN CVS pharmacy™ Albertsons Walgreens

Metro

Phase 1-TAP Awareness

1) Outreach to cash customers
   a) Conduct in person surveys/interviews and focus groups to understand the cash customer
      I. Conduct focus groups with cash customers in high cash use areas (bus stops, EFC's)
      II. Understand barriers to transitioning to TAP
   b) Meet with bus operators for insight on cash paying customers and barriers to using/loading TAP on-board buses
   c) Test loading TAP with cash on-board buses

2) Outreach findings and results
   a) Create a robust marketing and information plan to mitigate/reduce barriers to transition cash customers to TAP
      I. Outreach to highlight reduced fare and discount fare programs
      II. Access to TAP cards through distribution of free TAP cards on high cash paying bus stops/lines
      III. Continue the training of operators through "train the trainer" and Operator Rap sessions at Divisions





Metro

Phase 2-Fare Capping Public Hearing & Outreach

- Public Hearing Notice- Released 30 days prior to hearing date
- Public awareness outreach- to be released in conjunction with Public Notice
- Outreach— Info sessions with Community Organizations, Community Service Councils, Advisory Councils and Senior Centers to explain recommendations and receive input/feedback
  - Print and digital materials outlining recommendations and FAQs
  - Fact sheets, infographics and user scenarios to ease adoption of new changes
- Telephone Town Hall
- Training and Readiness—TAP Call Center, Metro Customer Center, OCI, Bus and Rail Ops, Transit Officers, LIFE program admins, etc.
- Monitor Phase 1 Effectiveness
  - Optimize phase 1 messaging based on survey and focus group findings
  - Review cash and TAP data to measure effectiveness

Metro

Next Steps

SEPT

- Propose Fare Policy changes
- Simplify fares to optimize fare capping

OCT - NOV

- Conduct Public Outreach
- Conduct Public Hearing

DEC

- Request Board approval of Fare Policy changes

Metro

Regional Next Steps

- Coordinate with 25 TAP Partners to:
  - Reduce 750 fare products
  - Streamline/develop consensus on regional approach to fares
  - Standardize Senior and Child age criteria
  - Evaluate regional payment method to municipal operators
  - Develop regional timeline

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

Metro

Board Report

File #: 2022-0653, **File Type:** Minutes **Agenda Number:** 2.

REGULAR BOARD MEETING
SEPTEMBER 22, 2022

SUBJECT: MINUTES

RECOMMENDATION

APPROVE Minutes of the Regular Board Meeting held August 25, 2022.

powered by Legistar™

NORTH LOS ANGELES COUNTY
Transportation Coalition JPA

August 15, 2022

The Honorable Ara Najarian
Chair, Board of Directors
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012

RE: **Strongly Support** SR14 Traffic Safety Improvement Project Motion, Metro Board Planning Committee Agenda Item 10, August 17, 2022 meeting.

Dear Chair Najarian:

On behalf of the North Los Angeles County Transportation Coalition JPA (NCTC) member agencies – Los Angeles County 5th District, the Cities of Lancaster, Palmdale and Santa Clarita – located in North Los Angeles County, we **strongly support** the Metro Board Motion Support SR14 Traffic Safety Improvement Project , Agenda Item 10 for the Metro Board Planning Committee to be held on August 17, 2022. Please see the attached NCTC JPA SR14 Talking Points dated March 2022 for key project, safety, and community highlights.

For years, NCTC members have been working with Caltrans and Metro to address the unsafe conditions currently on the SR14 in the Santa Clarita and Antelope Valleys of North Los Angeles County. The NCTC JPA members appreciate the continued partnership with Metro and Caltrans. In fact, during an August 3, 2022 meeting with NCTC, both Caltrans and Metro outlined next steps for various immediate SR14 Safety Improvements that could be completed, while pursuing a PAED/AA environmental clearance "shovel-ready" study to choose the best locally preferred alternative to improve mobility and freeway conditions. The NCTC JPA Board has allocated $4.7M in Measure M Multi Subregional Program (MSP) funds to the shovel-ready study.

To close, NCTC **strongly supports** the SR14 Traffic Safety Improvement Project Motion, that is scheduled to be considered by the Metro Board Planning Committee at their August 17, 2022 meeting. Thank you for your leadership on this critical lifesaving North Los Angeles County safety and mobility issue.

Sincerely,

Arthur V. Sohikian
Executive Director

Attachment: NCTC JPA SR14 Talking Points, March 2022.

North LA County Transportation Priorities

SR-14 Traffic Safety Improvement Project

1. **SR-14 project is a traffic safety improvement project—not capacity enhancement**
   - SR-14 is the only viable roadway for 500,000 people in Antelope and Santa Clarita Valleys including communities such as Agua Dulce, Acton,
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   - The sub-standard lane drop configuration has created bottlenecks contributing to more accidents and deaths per capita than other similar facilities across the county and state
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   - Completed the SR-14 Project Study Report.
   - Next step is environmental clearance with Caltrans & Metro. Cost $40-$60 million
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2. **SR-14 Traffic Safety Improvement Project consists of correcting the sub-standard lane-drop design to a safe consistent design from Santa Clarita to Palmdale.**
   - Correcting the unsafe sub-standard freeway consists of fixing six locations.
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SR-14 Traffic Safety Improvement Project (Cont.)

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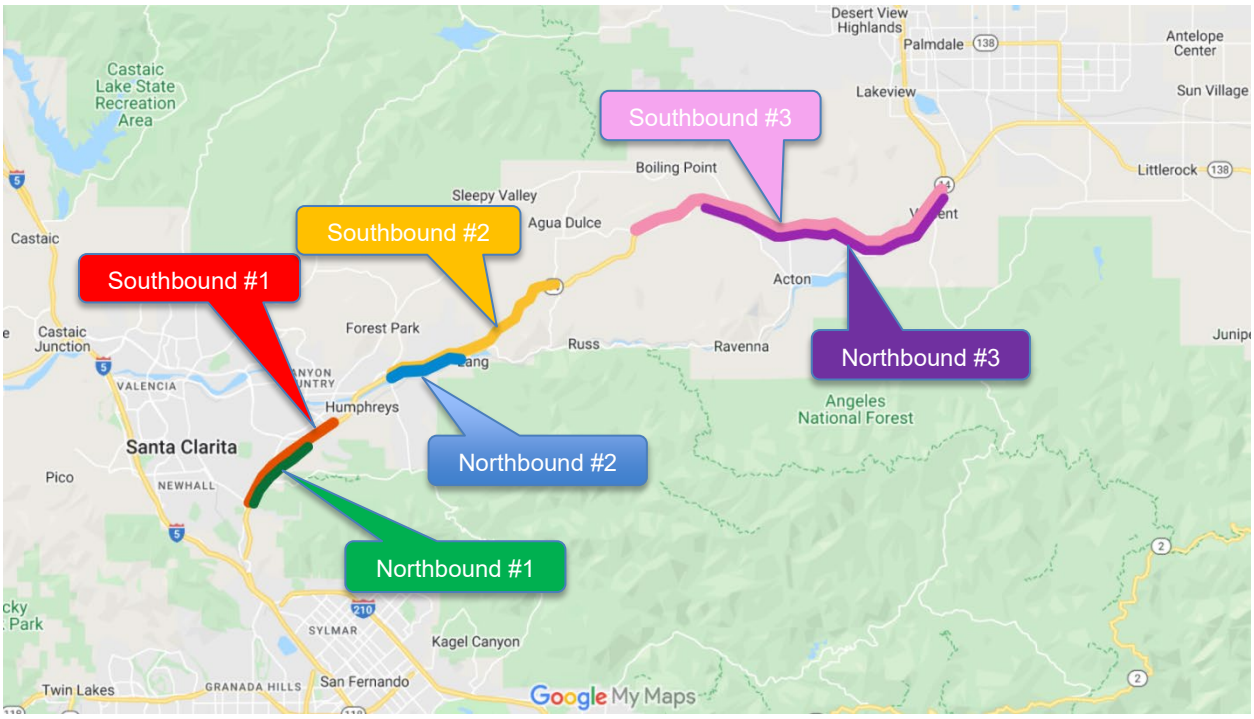
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SR-14 Gap Closure/Capacity Improvement Project Map



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The estimated cost for completing the three projects identified as a priority is approximately $170 million dollars. These three projects are Southbound 1 & 2, and Northbound 1 and they positioned for environmental clearance. Staff is pursuing state and local sources of funding to build this project. The other three projects have not been evaluated in a Project Study Report and have no start date or estimated cost at this time.

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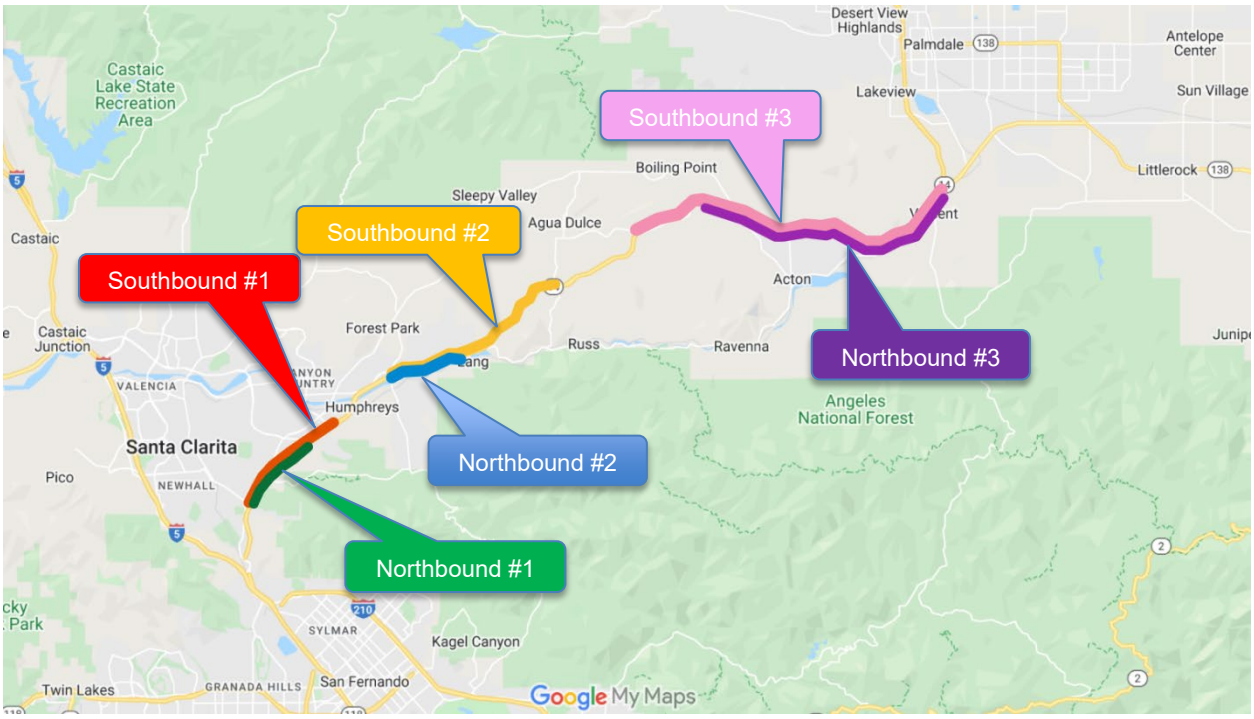
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R. REX PARRIS
MAYOR

MARVIN CRIST
VICE MAYOR

DARRELL DORRIS
COUNCIL MEMBER

RAJ MAHLI
COUNCIL MEMBER

KEN MANN
COUNCIL MEMBER

JASON CAUDLE
CITY MANAGER

44933 Fern Avenue
Lancaster, CA 935534
661.723.6000
cityoflancasterca.org

August 15, 2022

RE: Strongly Support SR14 Traffic Safety Improvement Project Motion, Metro Board Planning Committee Agenda Item 10, August 17, 2022 meeting

Dear Chair Najarian:

On behalf of the city of Lancaster, a member agency of the North Los Angeles County Transportation Coalition JPA (NCTC), we strongly support the Support SR14 Traffic Safety Improvement Project Motion on the Metro Board Planning Committee August 17, 2022, Agenda.

Please see the attached NCTC JPA SR14 Talking Points (March 2022) for key project highlights. NCTC JPA members have been working for years with Caltrans and Metro on unsafe conditions currently on the SR14 in the Santa Clarita and Antelope Valleys in North Los Angeles County.

The City of Lancaster appreciates the continued partnership with Metro and Caltrans and in fact, during an August 3, 2022 meeting with NCTC, both Caltrans and Metro outlined the next steps for immediate SR14 Safety Improvements that can be completed, while pursuing a PAED/AA environmental clearance "shovel-ready" study to choose the best locally preferred alternative to improve mobility and freeway conditions. NCTC JPA Board has allocated $4.7M in Measure M Multi Subregional Program (MSP) funds to the shovel-ready environmental study.

To close, the City of Lancaster strongly supports the SR14 Traffic Safety Improvement Project Motion, Metro Board Planning Committee Agenda Item 10, August 17, 2022 meeting.

Thank you for your deliberation and leadership on this critical North Los Angeles County mobility issue.

Sincerely,

Marvin E. Crist, Vice Mayor, City of Lancaster

PALMDALE

a place to call home

August 16, 2022

STEVEN D. HOFBAUER
Mayor

RICHARD J. LOA
Mayor Pro Tem

LAURA BETTENCOURT
Councilmember

AUSTIN BISHOP
Councilmember

JUAN CARRILLO
Councilmember

38300 Sierra Highway

Palmdale, CA 93550-4798

Tel: 661/267-5100

Fax: 661/267-5122

TDD: 661/267-5167

The Honorable Ara Najarian
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One Gateway Plaza
Los Angeles, CA 90012

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For years, NCTC members have been working with Caltrans and Metro to address the unsafe conditions currently on the SR14 in the Santa Clarita and Antelope Valleys of North Los Angeles County. The NCTC JPA members appreciate the continued partnership with Metro and Caltrans. In fact, during an August 3, 2022, meeting with NCTC, both Caltrans and Metro outlined next steps for various immediate SR14 Safety Improvements that could be completed, while pursuing a PAED/AA environmental clearance "shovel-ready" study to choose the best locally preferred alternative to improve mobility and freeway conditions. The NCTC JPA Board has allocated $4.7M in Measure M Multi Subregional Program (MSP) funds to the shovel-ready study.

Auxiliary aids provided for communication accessibility upon 72 hours notice and request.

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Austin Bishop
Chairman
North Los Angeles County
Transportation Coalition

Attachment: NCTC JPA SR14 Talking Points, March 2022

Metro

NORTH LOS ANGELES COUNTY
Transportation Coalition JPA

Caltrans

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Metro NORTH LOS ANGELES COUNTY Transportation Coalition JPA Caltrans

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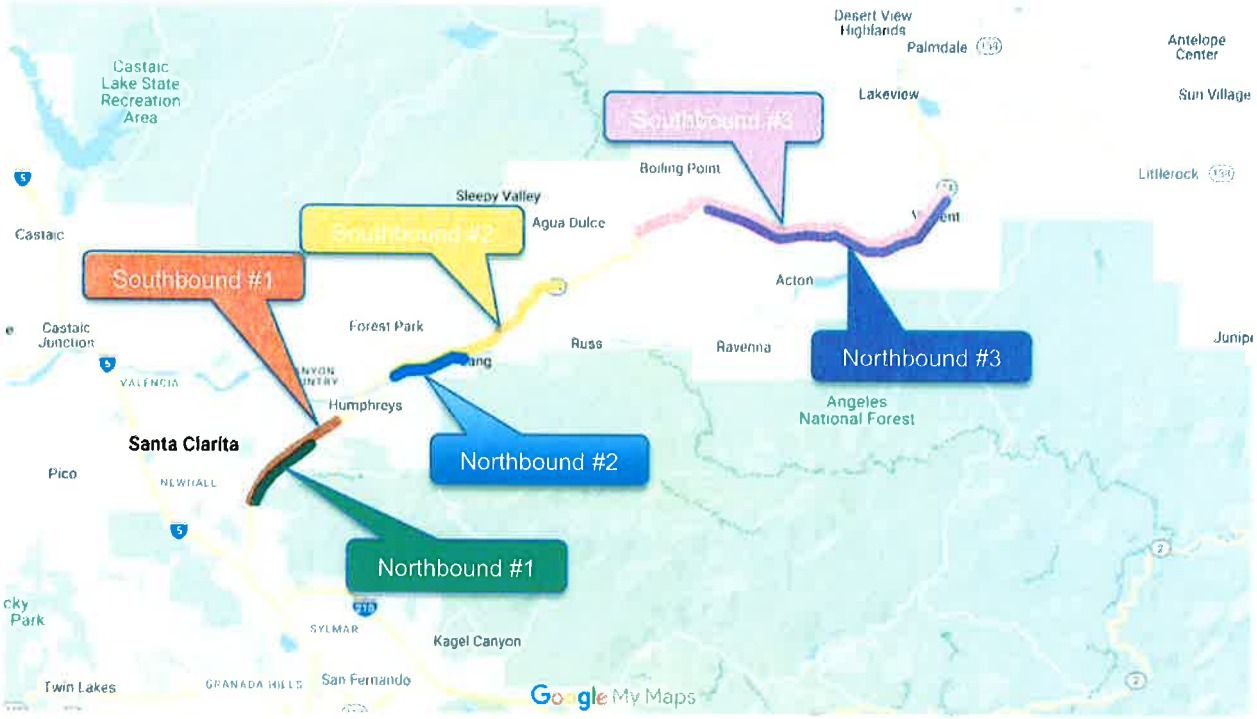
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Metro

NORTH LOS ANGELES COUNTY
Transportation Coalition JPA

Caltrans

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CAPITOL OFFICE
1021 O STREET
SUITE 7630
SACRAMENTO, CA 95814
TEL (916) 651-4025
FAX (916) 651-4925

GLENDALE DISTRICT OFFICE
601 EAST GLENOAKS BLVD.
SUITE 210
GLENDALE, CA 91207
TEL (818) 409-0400
FAX (818) 409-1256

SATELLITE OFFICE
201 EAST BONITA AVE.
SAN DIMAS, CA 91773
TEL (909) 599-7351
FAX (909) 599-7692

SENATOR.PORTANTINO@SENATE.CA.GOV

California State Senate

ANTHONY J. PORTANTINO
SENATOR
TWENTY-FIFTH SENATE DISTRICT

COMMITTEES
APPROPRIATIONS
CHAIR
BANKING & FINANCIAL INSTITUTIONS
GOVERNMENTAL ORGANIZATION
INSURANCE

SELECT COMMITTEES
CALIFORNIA, ARMENIA & ARTSAKH MUTUAL TRADE, ART, AND CULTURAL EXCHANGE
CHAIR

August 11, 2022

The Honorable Ara Najarian
Board Chair, Metro
One Gateway Plaza
Los Angeles, CA 90012

RE: Support for the Metro Gold Line Foothill Light Rail Extension TIRCP Application

Dear Board Chair Ara Najarian:

I am writing to ask Metro to prioritize and fully support the Gold Line Foothill Extension application for the new Transit and Intercity Rail Capital Program (TIRCP) grant program.
This application is to secure the remaining funds needed to complete the Pomona to Montclair segment of the project.

This last piece of the Gold Line Foothill Extension will add miles of light rail service to our region's transit network, easing one of the state's most congested traffic areas. The extension will increase ridership and eliminate greenhouse gas pollutants. It will play an integral role in the economic development of the area by creating housing for families, and enabling quicker travel time for commuters to reach their destinations. This Extension is within a ½-mile of stations, surrounded by multiple universities and colleges, students will have a short walk, bike or bus ride to the station. Tourist and residents visiting the Los Angeles County Fairplex will be able to enjoy their ride with no traffic.

The Foothill Extension project will address existing and future traffic congestion by providing a cost-effective alternative travel option for millions of residents, students, workers and visitors; as well as new opportunities to live and work near transit. It will improve mobility, reduce greenhouse gas emissions, create new connectivity and corridor safety, and benefit numerous disadvantaged communities, a perfect project for our constituents, a project the TIRCP funds should support. Thank you for your consideration of the application.

If you have any questions, feel free to contact me or my Transportation Deputy, Dominick Correy, at (818)409-0400 or Dominick.Correy@sen.ca.gov. Thank you.

Sincerely,

Anthony J. Portantino
Senator, 25th District

August 2022 OPS Public Comments

From: [redacted]
Sent: Monday, August 15, 2022 2:16 PM
To: Board Clerk <BoardClerk@metro.net>
Subject: My public comment for the Operations, Safety, and Customer Experience Committee on 8/18

To whom it may concern,

There are many issues with LA Metro'a rail service, that much is obvious. The main concern I wish to bring up today is that of the digital ETA displays on station platforms and station lobbies. They are virtually always either displaying incorrect information, having important information obscured by borderline irrelevant status updates, or even display zero information at all.



What is going on? I would legitimately like to know what the issue is and what can be done to resolve it. It makes using Metro more difficult than it needs to be and feels like a baseline service for Metro users that is simply ignored.

It feels painfully obviously like no one making the decisions at Metro ever rides Metro, and that's upsetting to me. What can we do to fix this?

Please do SOMETHING or Metro rail will fall into complete disrepair.

Thank you for your time.

[redacted]

From: [redacted]
Sent: Thursday, August 18, 2022 8:01 AM
To: Board Clerk <BoardClerk@metro.net>
Subject: Bad service

I've been waiting for bus 53 at central/88th for more than 1 hour and I've been late for work because of the mishandling of this service, some of us don't have time to buy a car, and we depend on this service but this doesn't work.

Allen Matkins

Allen Matkins Leck Gamble Mallory & Natsis LLP
Attorneys at Law
2010 Main Street, 8th Floor | Irvine, CA 92614-7214
Telephone: 949.553.1313 | Facsimile: 949.553.8354
www.allenmatkins.com

K. Erik Friess
E-mail: rfriess@allenmatkins.com
Direct Dial: 9498515478 File Number: 392729.00001/4854-6072-1965.2

VIA ELECTRONIC MAIL

August 18, 2022

Clerk of the Board
Los Angeles County Metropolitan
Transportation Authority
Board Secretary's Office
One Gateway Plaza
Mail Stop 99-3-1
Los Angeles, CA 90012

Email: LangstonCo@metro.net

Re: Objections to the LACMTA's August 25, 2022, hearing on a proposed resolution of necessity for partial condemnation of Spectrum Investment Corporation's property located at 21339 Sherman Way, Canoga Park (APN 2111-030-018) in connection with LACMTA's G Line (Orange) Bus Rapid Transit Improvement Project

Dear Clerk of the Board:

This firm represents Richard Shapiro and his Spectrum Investment Corporation, the owner of 21339 Sherman Way, Canoga Park, which is the subject of the LACMTA's Notice of Hearing to adopt a resolution of necessity authorizing partial condemnation for a permanent partial fee acquisition and a temporary construction easement on the property in connection with LA Metro's G Line (Orange) Bus Rapid Transit Improvement Project.

We submit this letter in lieu of appearing and objecting at the hearing to detail and preserve Spectrum's objections to LA Metro's proposed resolution of necessity. As LA Metro has yet to publish its meeting agenda, Spectrum is unable to include the Agenda Item Number for the adoption of the resolution of necessity in this letter. Spectrum requests that this objection letter be included in the record for the corresponding Agenda Item Number for adoption of the resolution of necessity (once assigned by LA Metro).

We request that copies of this objection letter be distributed to all LA Metro decision-makers prior to their considering the adoption of any resolution of necessity.

OBJECTIONS

1. LA Metro has not satisfied State-mandated prerequisites for adopting a resolution of necessity. More specifically, LA Metro failed to make an offer of just compensation based on an adequate appraisal of the property. Thus, LA Metro can*not* adopt a resolution of necessity.

Under California Eminent Domain Law, a condemning agency must comply with several procedural prerequisites before adopting a resolution of necessity and instituting a condemnation action. Among other requirements, the condemning agency: (1) must appraise the fair market value of the property to be condemned; (2) must make an offer of just compensation reflective of that value; (3) must provide a written statement explaining the basis of the agency's determination of fair market value; and (4) must engage in good faith negotiations before initiating a condemnation action. (Gov. Code, §§ 7267.1, 7267.2; Code Civ. Proc., § 1245.230.)

LA Metro has not completed the above-listed prerequisites for adopting a resolution of necessity to condemn Spectrum's property. Specifically, LA Metro is required to pay Spectrum the fair market value for the property LA Metro intends to take. (Cal. Const., art. I, § 19; Code Civ. Proc., § 1263.310.) Accordingly, LA Metro's appraisal must accurately reflect the fair market value of Spectrum's property and take into account all relevant considerations.

But LA Metro's appraisal is seriously defective, as detailed below. Because of these significant defects in the appraisal, LA Metro has not properly made an offer pursuant to Government Code section 7267.2 and cannot make a finding that it has. Thus, LA Metro cannot properly adopt a resolution of necessity.

LA Metro's appraisal misses the proper value of the property.

Spectrum's property is a corner lot that fronts a major commercial thoroughfare – Sherman Way. It has prime visibility from both Sherman Way and the neighboring major cross street, Canoga Avenue.

Spectrum's current tenant of the property is a vehicle-sales business. But, as LA Metro's appraiser acknowledged, the highest-and-best use of the property is very different from the current use. As the appraiser recognized, the continued use as a vehicle-sales lot is only an interim use until redevelopment plans.

Spectrum's property is ripe for redevelopment. But LA Metro's appraiser missed that the real highest-and-best use is, at a minimum, a quick-serve restaurant, like a Dunkin Donuts, and likely is a dense residential development – not a retail/light industrial use. And the appraiser missed that notching out the primary and most visible corner of the property and then blocking most of the frontage for more than five years makes either of these real highest-and-best uses impossible.

LA Metro's appraisal used non-reflective and outdated comparable sales.

To determine land value, the appraisal includes 10 "comparable" land sales. All of these "comparable" sales were located in different cities from Spectrum's property, with some properties as far as twenty-six miles away. Many land sales were of vacant, unimproved land only, even though Spectrum's property is entitled and improved with a single-story building. The numerous vacant land sales used by LA Metro's appraiser drove down the value conclusion for Spectrum's property. Many of the "comparable" land sales are not reflective of Spectrum's property.

Further, many of the sales dates of these properties were over a year prior to the date of value in LA Metro's appraisal. Some sales were as far back as October 2019, which is a very different real-estate market. Property values have increased dramatically in these last three years. Such outdated "comparable" sales do not reflect fair market value in this rapidly escalating real-estate market. This should be reflected in LA Metro's appraisal.

LA Metro's appraisal grossly underestimates Spectrum's devastating severance damages, both for loss of the corner of the property and arising from LA Metro's taking the bulk of the property's frontage for more than five years as a "temporary" construction easement.

LA Metro is permanently taking approximately 1/3rd of the property's frontage on Sherman Way, drastically reducing the property's visibility and view. Even though this is the prime corner and best portion of the property, LA Metro's appraiser opines to nominal severance damages to the remainder property. Specifically, the appraiser opines to only a 12.5% decrease in value of the remainder in the after condition ($80 per square foot in the before condition versus $70 per square foot in the after condition). This is much too low – the damages to the remainder are dramatically more.

LA Metro's appraisal completely ignores the severance damages that will arise from LA Metro's 65-month "temporary" construction easement that will consume much of the remaining frontage on Sherman Way. This is an extremely long period of time – about 5.5 years. And the construction swallows another 26 feet of the frontage along Sherman Way. So LA Metro will be blocking nearly 60% of the property's frontage along Sherman Way (56 feet of 95 feet total) *for more than five years*. Obviously, during these 5.5 years LA Metro will be preventing Spectrum from redeveloping the property; the property is now de facto frozen in time. Yet LA Metro's appraiser assigned *zero* dollars of severance damages for this.

LA Metro's appraisal misses that its taking renders Spectrum's remainder property an uneconomic remnant. LA Metro has failed to make a proper offer of just compensation to buy the entire property so to as avoid saddling Spectrum with an uneconomic remnant.

All of this means that LA Metro's taking will render Spectrum's remainder property an "uneconomic remnant," meaning that, at Spectrum's request, LA Metro must treat the acquisition as

a full take and must acquire the remainder of the property. (Gov. Code, § 7267.7, subd. (a) ["If the acquisition of only a portion of a property would leave the remaining portion in such a shape or condition as to constitute an uneconomic remnant, the public entity shall offer to acquire the entire property if the owner so desires."]; see also Code Civ. Proc., § 1240.410, subd. (b) ["Whenever the acquisition by a public entity by eminent domain of part of a larger parcel of property will leave a remnant, the public entity may exercise the power of eminent domain to acquire the remnant in accordance with this article."].) The determination of whether a remnant is uneconomic depends on whether it is subjectively uneconomic to the owner, even if the remnant might have market value if sold to someone else. (Caltrans Right of Way Manual, Chapter 8, at § 8.06.22.00 [categorizing "uneconomic remnant" as property that is uneconomic "to the owner"].)

Spectrum is not in a position to be saddled with an odd remnant that is undevelopable for more than five years. Accordingly, on June 9, 2022, Spectrum demanded that LA Metro acquire the entire property as an uneconomic remnant. LA Metro rejected Spectrum's demand without any explanation. Obviously, this was a violation of LA Metro's statutory obligation to negotiate in good faith.

2. Conclusion.

Because the evidence presented in these objections establishes that LA Metro's appraisal is fundamentally flawed, LA Metro must commission a new appraisal that properly assesses Spectrum's property and make a new offer before proceeding with a resolution of necessity. (See Cal. Code Regs., tit. 25, § 6182, subd. (i)(2).)

As set forth above, LA Metro cannot validly adopt any proposed resolution of necessity to condemn Spectrum's property. Spectrum therefore respectfully requests that LA Metro (1) *not* proceed with the adoption of any resolution of necessity and that LA Metro instead (2) obtain a new appraisal that properly values the property and resultant severance damages and (3) make a proper offer to purchase, one that includes an offer to acquire the entire property so as to avoid leaving behind an uneconomic remnant.

Very truly yours,



K. Erik Friess

KEF:nnt

PETERSON LAW GROUP
PROFESSIONAL CORPORATION
SUITE 290
19800 MACARTHUR BOULEVARD
IRVINE, CALIFORNIA 92612

TELEPHONE: (949) 955-0127
FACSIMILE: (949) 955-9007
www.petersonlawgroup.com

August 23, 2022

Los Angeles County Metropolitan Transportation Authority
c/o Collette Langston, Board Clerk
Email: LangstonCo@metro.net

Re: Intent to adopt a Resolution of Necessity to acquire a portion of 21339 Saticoy Street, Canoga Park (APN 2109-031-017; Metro Parcel Nos. MOL-004-001 and -002), for the Metro Orange Line Bus Rapid Transit Improvement Project.

HEARING DATE: August 25, 2022, at 10:00 AM.

Members of the Board:

This office represents property owner Astra Holding, Inc., and Solaris Trading Corporation doing business as Grand American Tire, which operates a tire retail store and regional tire distribution center on the above referenced property. We request that this letter and its attachments (Exhibit 1) be made part of the record at the above referenced hearing, and we request the right to appear at the hearing and be heard at the hearing on this matter.

We object to Metro adopting a resolution of necessity on three grounds:

1. The project is not planned or located in the manner that will be most compatible with the greatest public good and the least private injury. (Code Civ. Proc., §§ 1240.030(b), 1245.230(c)(2));

2. The property sought to be acquired is not necessary for the project. (Code Civ. Proc., §§ 1240.030(c), 1245.230(c)(3));

3. As a result of the first two grounds, above, the offer made by Metro does not rise to the level of a legally compliant offer as a condition precedent to eminent domain. (Govt Code §7267.2; and Code Civ. Proc. §1245.230(c)(4).)

In its decision, we urge Metro to consider that because of the proposed acquisitions, the claims in the resulting eminent domain case may be in the 7-figure range, taking into account severance damages to the remainder property and loss of business goodwill caused by Metro's acquisitions.

Metro seeks to acquire a permanent fee acquisition (184.7 square feet) and a temporary construction easement, or TCE (313.3 square feet), for a 64-month duration (5 years, 4 months). While the proposed acquisitions may seem minimal given the small number of square footage needed by

Metro, the result will have disastrous consequences for Grand American's multi-million dollar tire distribution operation, which stores, sells, ships, and supplies tires on a regional and national level. The property supports a retail store fronting Saticoy Street, and a distribution operation and warehouse, which occupies the majority of the 41,809 square foot property. The acquisitions will have major impacts on both aspects of the business.

The property's main driveway fronts Saticoy Street on the southwest corner of the property, and is a relatively narrow ingress access point for a commercial property of this operation, spanning approximately 42-feet in width. (See **Exhibit 1-1:** Grand American google overhead; all pages have been internally paginated.) This driveway is the main entry point for its retail operations. It is secondary for multi-axle commercial trucks to pick up and deliver tires from Grand American's 22,000 square foot warehouse. The current configuration of the retail store and warehouse on the property provides a workable configuration for access, circulation, parking, and use that the business has uniquely orchestrated over the years and depends on to operate.

1. **The Acquisition will not result in the least private injury.**

Metro's proposed acquisition will be located on this driveway and substantial portions of Grand American's retail parking for customers. Taken together, Metro's acquisition will extend across this relatively narrow driveway for a total of 38 feet across, essentially making the driveway completely useless for 5 years and 4 months, while occupying numerous designated parking spots for the retail building. (**Exhibit 1-2 – 1-5:** Metro PSOMAS acquisition maps; **Exhibit 1-5:** the scope and measurements of the permanent take and TCE; **Exhibit 1-6 – 1-8:** photos and street view captures illustrating the narrow driveway fronting Saticoy).

The duration and scope of the acquisition will render both the driveway and various parking spaces inaccessible and inflict significant problems on the intricate interaction between the retail store, the massive tire warehouse, and the shipping operation on the property. Grand American will likely be required to use traffic flow and circulation control, which will require constant and complex coordination between customers parking, deliveries from multi-axle big-rig trucks, and interaction between the retail store adjacent warehouse. All entry and exit points will occur at the same remaining driveway on the eastside of the property fronting Deering Avenue. This remaining driveway is incapable of facilitating concurrent ingress and egress for every aspect of this multi-faceted business.

The loss of parking spaces on the south portion of property fronting Saticoy will render the property out of code compliance concerning parking ratios required by code; and on a practical level, customers will have no place to park. To make matters worse, the 5 year, 4 month TCE will cause a loss of turning radius; diminished access and maneuverability for not only large semi-trucks, but also emergency vehicles from the fire department; and a loss of access to Grand American's facilities. The TCE duration will turn the driveway fronting Saticoy into a construction warzone, with the remaining driveway fronting Deering Avenue facing bottle-necked vehicles and multi-axel delivery trucks.

As a result, a 5+ year parking issue caused by the TCE and the permanent take, inaccessibility, circulation and code compliance problems will undoubtedly cause customers to simply avoid the property altogether and seek business elsewhere; as well as cause the property to suffer non-conforming status under zoning laws.

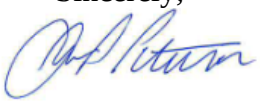
2. The property sought is not necessary for the project.

Metro already owns or controls the relatively small square footage of real estate it needs for the proposed addition to the existing Orange Line. As shown in **Exhibit 1-9 and 1-10,** Metro either owns, or has an existing easement adjacent to the western property line of the Grand American property. This brush-covered, vacant dirt strip is more than sufficient for Metro's needs, especially considering that the permanent acquisition is for a mechanical arm crossing with a minimal footprint.

Together with the enormously problematic results the acquisition will cause to the property and the business, this existing Metro dirt parcel within inches of the Grand American driveway has more than sufficient square footage for the proposed mechanical crossing arm. This illustrates that the private property Metro seeks to partially acquire and occupy for an extensive 5 years and 4 months is not needed in order for Metro to accomplish the purposes of the proposed acquisition.

Business owner Grand American, and property owner Astra Holding, vehemently object to adoption of the resolution of necessity; and urge Metro to reconsider its alternatives. If the Metro Board chooses to ignore the valid points in this objection letter, it will almost certainly face a substantial monetary claim in the resulting eminent domain proceeding due to significant severance damages and loss of business goodwill.

Sincerely,



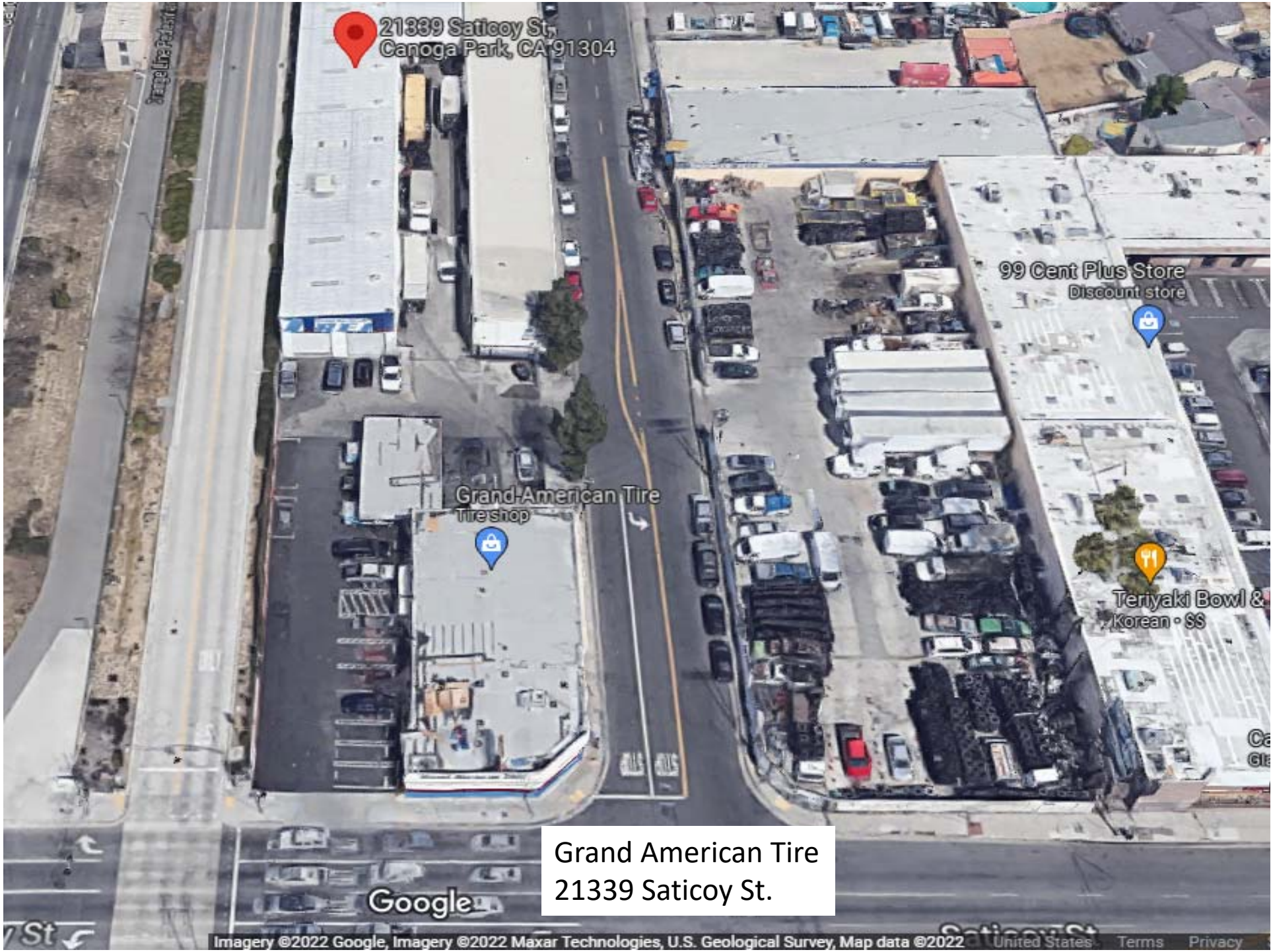
John S. Peterson

Encl.: Exh. 1

cc: Todd R. Moore
Hahn & Hahn LLP
Email: tmoore@hahnlawyers.com

Craig Justesen
Email: JustesenC@metro.net

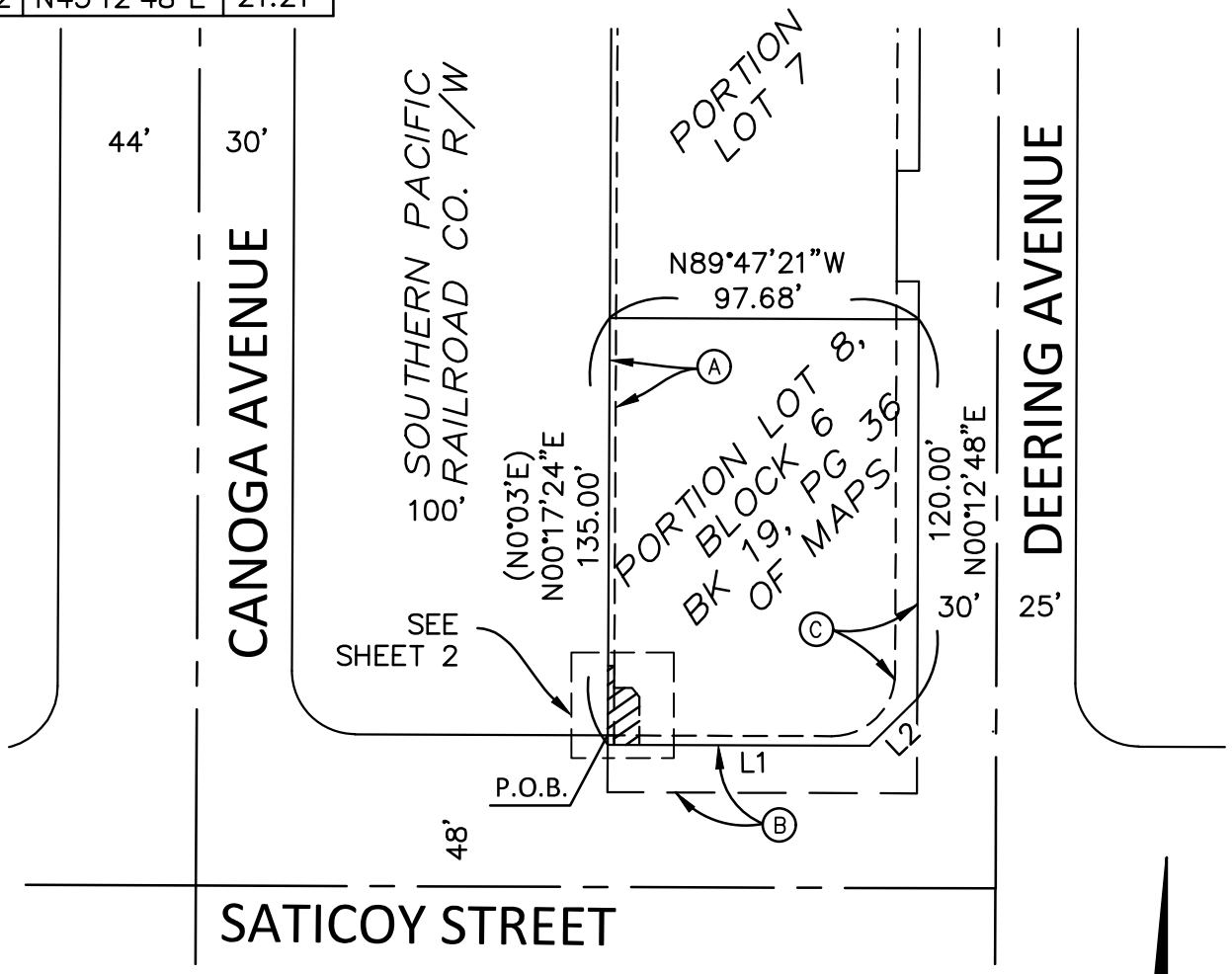
EXHIBIT 1



Grand American Tire
21339 Saticoy St.

Exh. 1-1

TABULATED DATA		
L1	N89°47'21"W	82.86'
L2	N45°12'48"E	21.21'



PLOTTED EASEMENTS

(A) EASEMENT FOR PUBLIC UTILITIES RECORDED IN BOOK 6515, PAGE 32 OF DEEDS.

(B) IRREVOCABLE OFFER TO DEDICATE STREET AND HIGHWAY EASEMENT, RECORDED AS RECORDING NO. 2437 IN BOOK D3553, PAGE 936, O.R.

(C) IRREVOCABLE OFFER TO DEDICATE PUBLIC UTILITIES EASEMENT, RECORDED AS INSTRUMENT NO. 2000-260695, O.R.

0' 30' 60'

SCALE: 1"= 60'

LEGEND

	INDICATES ACQUISITION AREA
— — —	INDICATES CENTERLINE
———	INDICATES PARCEL LINE
– — – — –	INDICATES EASEMENT LINE
P.O.B.	POINT OF BEGINNING
T.P.O.B.	TRUE POINT OF BEGINNING
( )	INDICATES RECORD DATE PER BOOK 19, PAGE 36 OF MAPS

THIS EXHIBIT WAS PREPARED UNDER MY DIRECTION:

02/17/22

THOMAS P. PILARSKI DATE

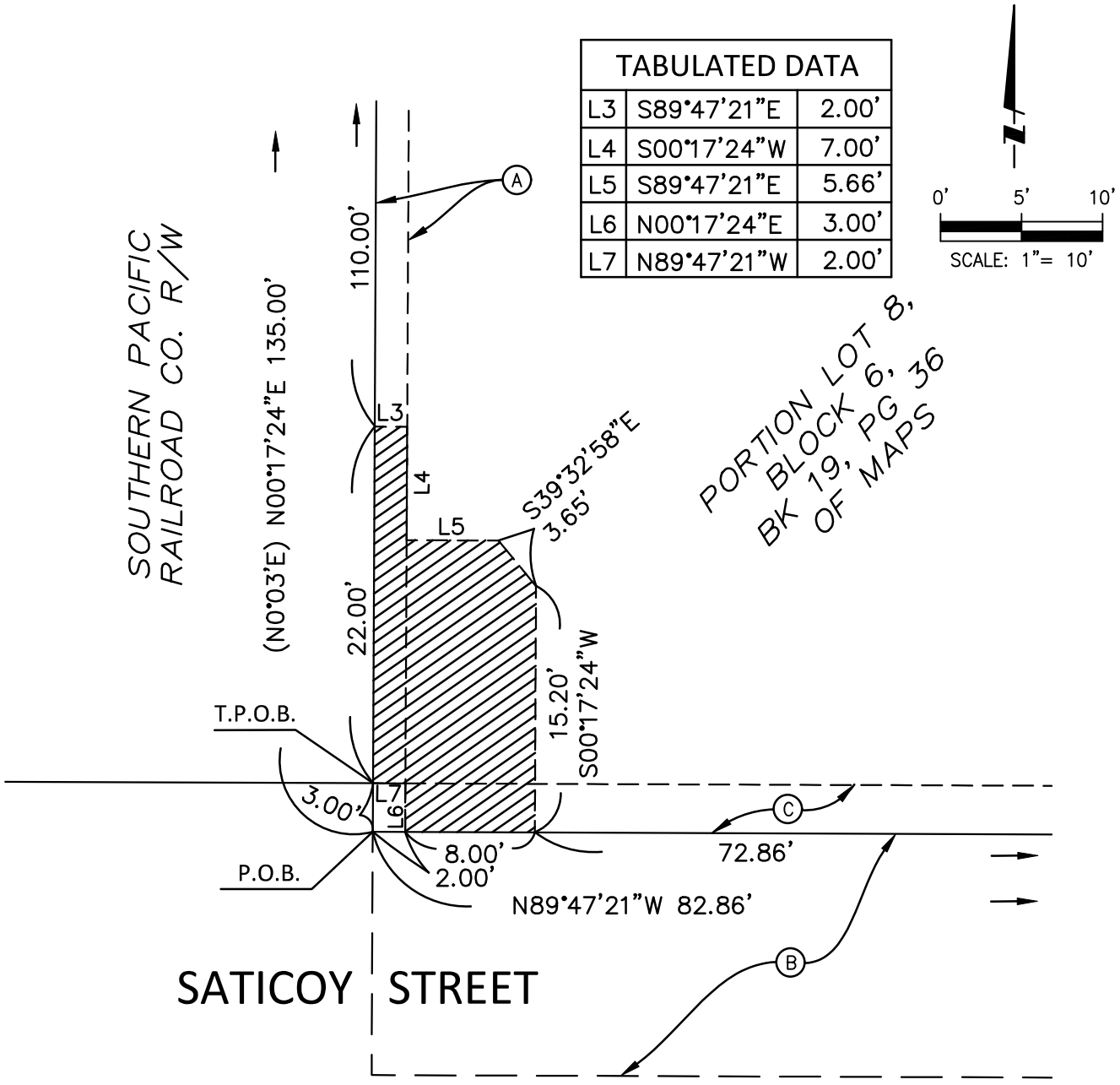
PROFESSIONAL LAND SURVEYOR
THOMAS P. PILARSKI
No. 8732
STATE OF CALIFORNIA

IN THE CITY OF LOS ANGELES,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

APN: 2109-031-017	SHEET 1 OF 2	SCALE 1" = 60'
EXHIBIT "B" ACQUISITION AREA	PSOMAS 5 HUTTON CENTRE DRIVE, SUITE 300 SANTA ANA, CA 92707 (714) 751-7373 www.psomas.com	DRAFTED JSP
		CHECKED TP
		DATE FEB. 17, 2022
		JOB NUMBER 2MOT010101

Exh. 1-2

TABULATED DATA		
L3	S89°47'21"E	2.00'
L4	S00°17'24"W	7.00'
L5	S89°47'21"E	5.66'
L6	N00°17'24"E	3.00'
L7	N89°47'21"W	2.00'



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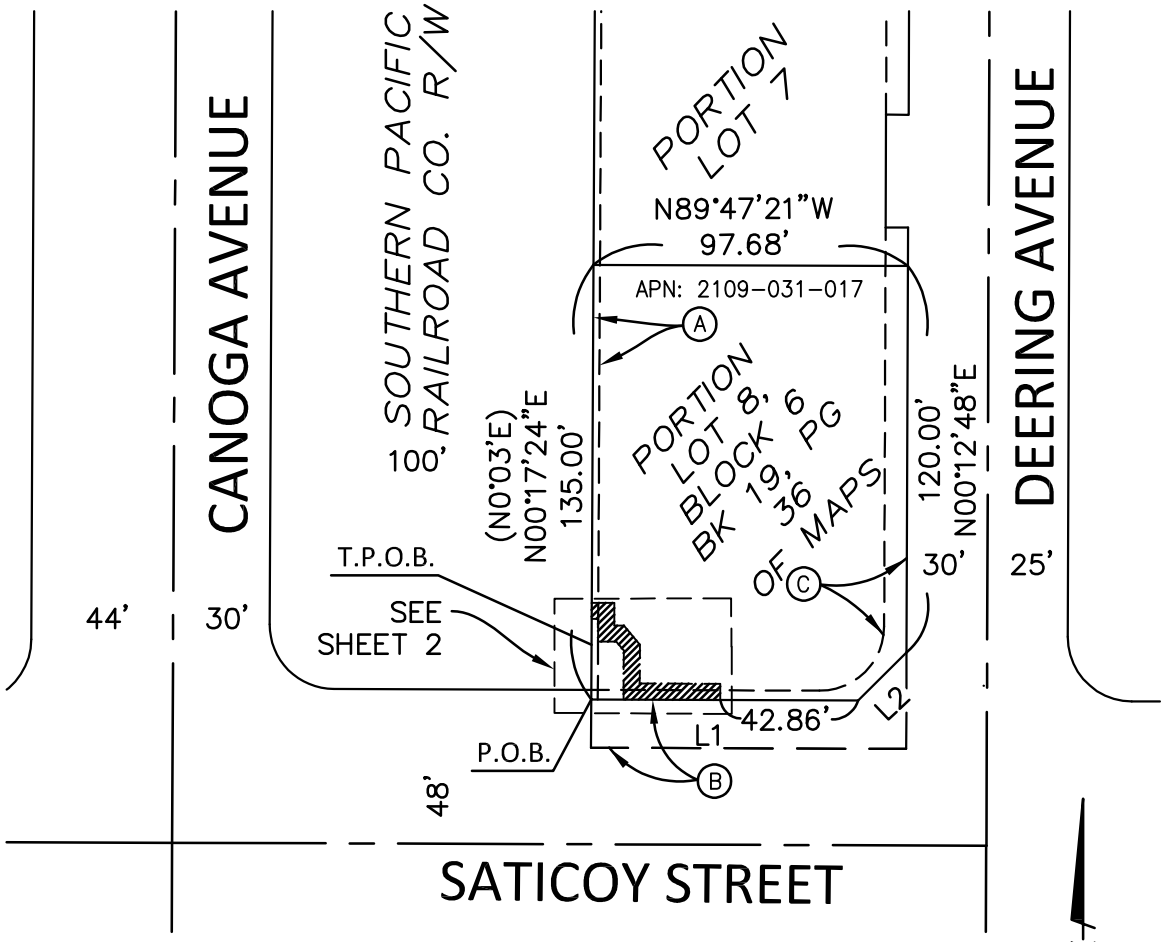
LEGEND

▨	INDICATES ACQUISITION AREA
— - —	INDICATES CENTERLINE
———	INDICATES PARCEL LINE
– – – –	INDICATES EASEMENT LINE
P.O.B.	POINT OF BEGINNING
T.P.O.B.	TRUE POINT OF BEGINNING
( )	INDICATES RECORD DATE PER BOOK 19, PAGE 36 OF MAPS

IN THE CITY OF LOS ANGELES,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

APN: 2109-031-017	SHEET 2 OF 2	SCALE 1" = 10'
		DRAFTED JSP
EXHIBIT "B"	PSOMAS	CHECKED TP
	5 HUTTON CENTRE DRIVE, SUITE 300	DATE FEB. 14, 2022
ACQUISITION AREA	SANTA ANA, CA 92707	JOB NUMBER 2MOT010101
	(714) 751-7373 www.psomas.com	

TABULATED DATA		
L1	N89°47'21"W	82.86'
L2	N45°12'48"E	21.21'



0' 30' 60'

SCALE: 1"= 60'

LEGEND

- INDICATES TEMPORARY CONSTRUCTION EASEMENT
- INDICATES CENTERLINE
- INDICATES PARCEL LINE
- INDICATES EASEMENT LINE
- P.O.B. POINT OF BEGINNING
- T.P.O.B. TRUE POINT OF BEGINNING
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THIS EXHIBIT WAS PREPARED UNDER MY DIRECTION:

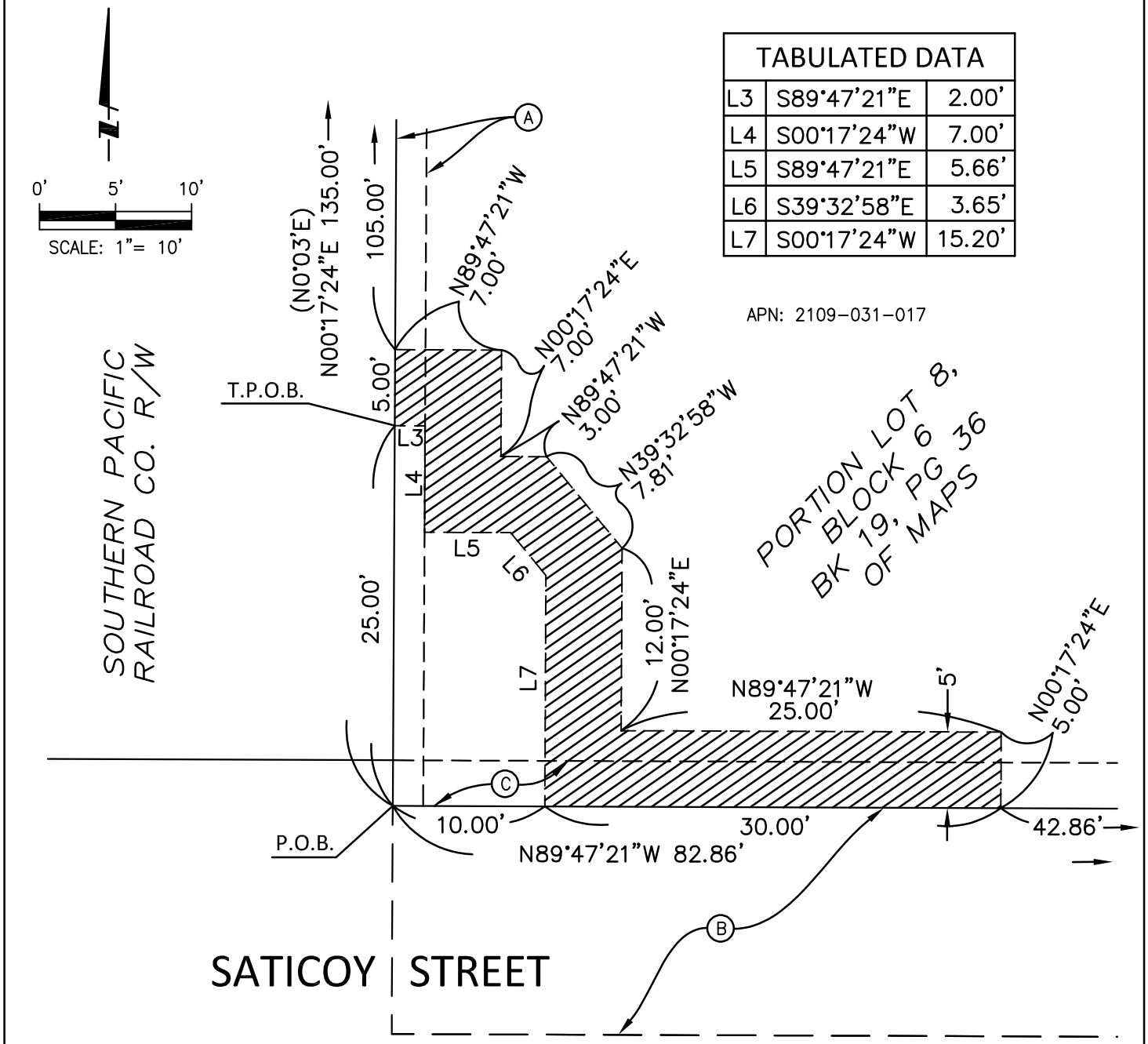
02/22/22

THOMAS P. PILARSKI DATE

PROFESSIONAL LAND SURVEYOR
THOMAS P. PILARSKI
No. 8732
STATE OF CALIFORNIA

IN THE CITY OF LOS ANGELES,
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

APN: 2109-031-017	SHEET 1 OF 2	SCALE 1" = 60'
EXHIBIT "B" TEMPORARY CONSTRUCTION EASEMENT	PSOMAS 5 HUTTON CENTRE DRIVE, SUITE 300 SANTA ANA, CA 92707 (714) 751-7373 www.psomas.com	DRAFTED JSP CHECKED TP DATE FEB. 22, 2022 JOB NUMBER 2MOT010101



LEGEND

- INDICATES TEMPORARY CONSTRUCTION EASEMENT
- INDICATES CENTERLINE
- INDICATES PARCEL LINE
- INDICATES EASEMENT LINE
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COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

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Exh. 1-5



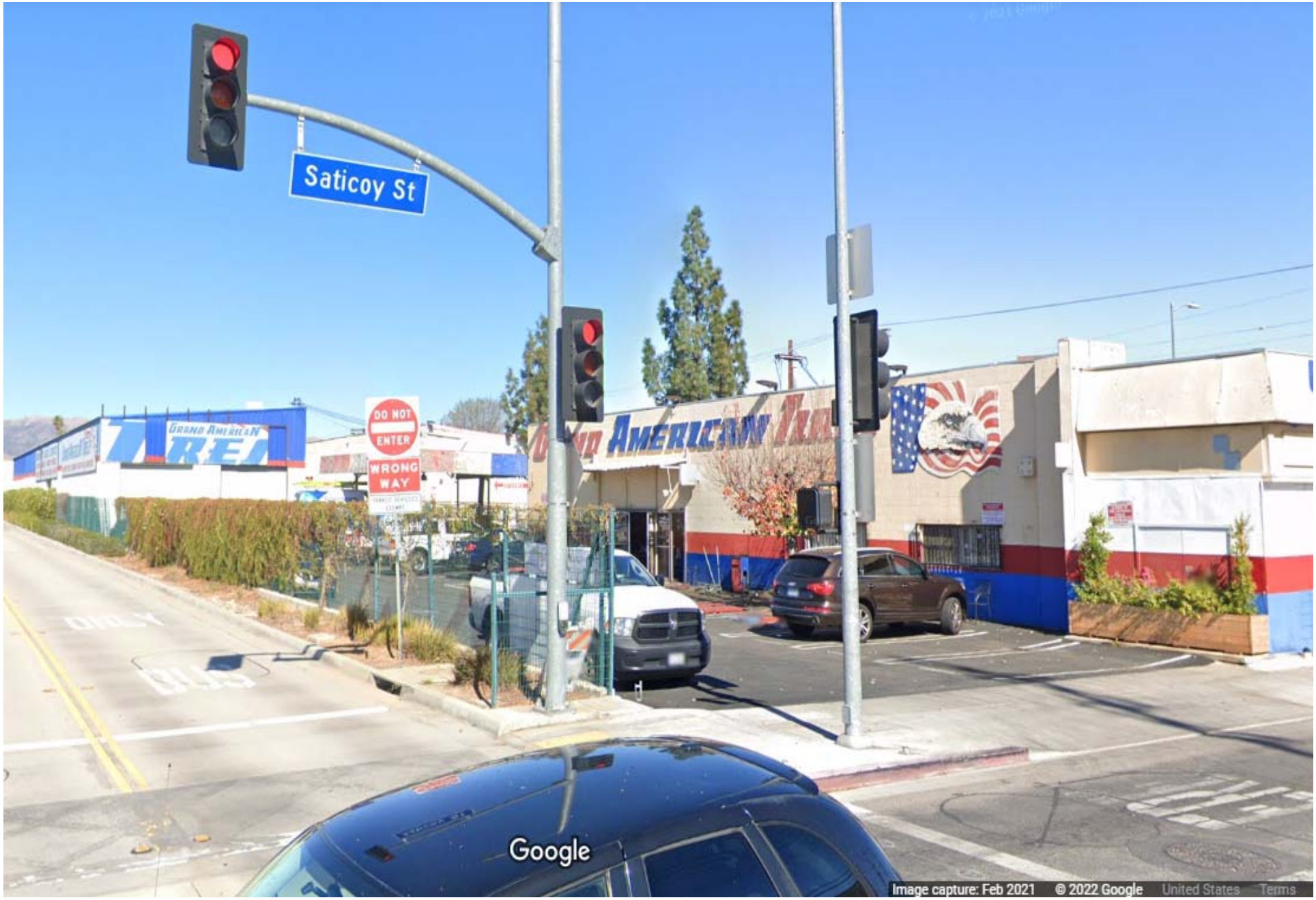
Grand American Tire – South Driveway on Saticoy

Exh. 1-6



Grand American South Driveway

Exh. 1-7



Saticoy / Orange Line intersection

Exh. 1-8


WRONG
WAY
TRANSIT VEHICLES
EXEMPT
GRAND AMERICAN
REI
31007G2

Exh. 1-9


ENTER
WRONG WAY
TRANSIT VEHICLES EXEMPT
START CROSSING
DON'T START
TIME REMAINING
DON'T CROSS

Exh. 1-10

August 2022 RBM Public Comments

From: [redacted]
Sent: Tuesday, August 23, 2022 12:58 PM
To: Board Clerk <BoardClerk@metro.net>
Subject: Board Meeting of August 25 - Item 44

For the Board – Public Comment

Sent from Mail for Windows
It's great that Metro is willing to help the San Gabriel Valley Council of Governments with a loan to help the shortfall of the ACE Projects. As you all know, the ACE Program has, for the most part been a success. However, one must stop and realize facts. Ever since the merger of the San Gabriel Valley Council of Governments and ACE, the ACE program budgets and schedules have been horribly mismanaged. The capital projects are the most expensive undertaking of the COG but the most ignored. Staffing is a problem. The current Director of Capital Projects has resigned, the Director of Government Affairs resigned but was replaced by the Manager of Community Relations who had also resigned. The key Senior Management Analyst at the SGVCOG resigned. Staff turnover is an issue. Unhappy staff cannot be expected to put forth the effort it takes to properly manage projects of this magnitude. The Executive Director has no active participation in overseeing the capital projects.

I would urge you to look carefully at their management, or lack thereof, of the capital projects and ask yourself can they be trusted to continue capital projects. It appears it is no longer their area of expertise. Perhaps its time to hand capital projects over to Metro.

-----Original Message-----
From: [redacted]
Sent: Wednesday, August 24, 2022 11:14 AM
To: Board Clerk <BoardClerk@metro.net>
Subject: Concern about Metro B line

Hello,

I am a metro rider and have noticed that the metro B line in particular has become extremely neglected and dangerous. I would like to express my concern to the metro board in hopes that they will do some thing to address their lack of cleanliness and unsafe conditions in the stations and on the trains. I'm not sure who to communicate with. I don't understand how representation works with the metro board. Can you please point me in the right direction?

Thank you,

[redacted]

Metro

MINUTES

Thursday, August 25, 2022

10:00 AM

Board of Directors - Regular Board Meeting

DIRECTORS PRESENT:

Ara J. Najarian, Chair
Jacquelyn Dupont-Walker, 1st Vice Chair
Kathryn Barger
Mike Bonin
James Butts
Fernando Dutra
Eric Garcetti
Paul Krekorian
Holly J. Mitchell
Tim Sandoval
Mark Archuleta, non-voting member

Stephanie Wiggins, Chief Executive Officer

CALLED TO ORDER: 10:03 A.M.

ROLL CALL

1. APPROVED Consent Calendar Items: 2, 5, 6, 7, 8, 10, 13, 14, 15, 17, 21, 22, 23, 24, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, and 40.

Consent Calendar items were approved by one vote unless held by a Director for discussion and/or separate action.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AN
Y	A	Y	Y	Y	Y	Y	Y	A	Y	Y	A	Y

2. SUBJECT: MINUTES 2022-0557

APPROVED ON CONSENT CALENDAR Minutes of the Regular Board Meeting held June 23, 2022, and the Special Board Meeting held July 20, 2022.

3. SUBJECT: REMARKS BY THE CHAIR 2022-0555

RECEIVED remarks by the Chair.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
P	A	P	P	P	P	P	P	A	P	P	A	P

4. SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER 2022-0556

RECEIVED report by the Chief Executive Officer.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
P	A	P	P	P	P	P	P	A	P	P	A	P

****

KB = K. Barger	FD = F. Dutra	SK = S. Kuehl	HS = H. Solis
MB = M. Bonin	EG = E. Garcetti	HJM = H.J. Mitchell	
JB = J. Butts	JH = J. Hahn	AJN = A.J. Najarian	
JDW = J. Dupont Walker	PK = P. Krekorian	TS = T. Sandoval	

LEGEND: Y = YES, N = NO, C = CONFLICT, ABS = ABSTAIN, A = ABSENT, A/C = ABSENT/CONFLICT P = PRESENT

5. SUBJECT: COUNTYWIDE CALL FOR PROJECTS 2022-0447

APPROVED ON CONSENT CALENDAR:

A. RECERTIFYING $16.6 million in existing Fiscal Year (FY) 2022-23 commitments from previously approved Countywide Call for Projects (Call) and AUTHORIZING the expenditure of funds to meet these commitments;

B. DEOBLIGATING $0.65 million of previously approved Call funding and hold in RESERVE;

C. AUTHORIZING the Chief Executive Officer (CEO) or their designee to:
   1. negotiate and execute all necessary agreements and/or amendments for previously awarded projects; and
   2. amend the FY 2022-23 budget, as necessary, to include the 2022 Countywide Call Recertification and Extension funding in the Subsidies budget;

D. APPROVING changes to the scope of work for:
   1. City of Bell - Florence Avenue Pedestrian Improvements (#F7634); and

E. RECEIVING AND FILING:
   1. time extensions for 69 projects; and
   2. reprogram for five projects.

6. SUBJECT: MEASURE M 3% LOCAL CONTRIBUTION GUIDELINES REVISIONS 2022-0445

APPROVED ON CONSENT CALENDAR the release of the draft revised Measure M 3% Local Contribution Guidelines .

7. SUBJECT: HIGH DESERT CORRIDOR JOINT POWERS AGENCY 2022-0338

APPROVED ON CONSENT CALENDAR Metro participation in the Joint Powers Agreement creating the High Desert Corridor Joint Powers Agency.

8. SUBJECT: CMAQ FUNDING UPDATE 2022-0448

APPROVED ON CONSENT CALENDAR:

A. RECEIVING AND FILE the Congestion Mitigation and Air Quality (CMAQ) Funding Update; and

B. ADOPT Modification to Financial Stability Policy to prioritize available CMAQ Program federal grants to the greatest extent possible for any eligible operations costs.

9. SUBJECT: RAIL TO RIVER ACTIVE TRANSPORTATION CORRIDOR - SEGMENT B 2022-0129

APPROVED:

A. RECEIVING the Rail to River Segment B Supplemental Alternative Analysis Study Findings; and

B. the recommendation to maintain Randolph Street as the preferred alignment and continue coordination with Corridor Cities and Related Projects.

DUTRA AMENDMENT: Return to the Board in October 2022 with a funding plan to further develop "Rail to River" Segment B, including environmental clearance, design, and construction.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
Y	A	Y	Y	Y	Y	A	Y	A	Y	Y	A	Y

10. SUBJECT: SR 14 TRAFFIC SAFETY IMPROVEMENT PROJECT MOTION 2022-0520

APPROVED ON CONSENT CALENDAR Motion by Directors Najarian, Butts, and Barger that the CEO direct staff to work with Caltrans to find a path forward to correct sub-standard configurations for the 3 locations ready for environmental clearance, including a funding plan, and provide monthly progress updates to the Board beginning October 2022.

13. SUBJECT: CYBERSECURITY LIABILITY INSURANCE PROGRAM 2022-0454

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to negotiate and purchase a cybersecurity liability insurance policy with up to $50 million in limits at a cost not to exceed $2.8 million for the 12-month period effective September 1, 2022 to September 1, 2023.

14. SUBJECT: SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS' LOCAL CONTRIBUTION AND DIRECT LOAN TO ALAMEDA CORRIDOR EAST - MONTEBELLO CORRIDOR PROJECT 2022-0470

AUTHORIZED ON CONSENT CALENDAR and delegate authority to the Chief Executive Officer (CEO) or their designee to negotiate and execute all necessary agreements to enter into a direct loan of $61.1 million, current estimate, between the Los Angeles County Metropolitan Authority (Metro) and the San Gabriel Valley Council of Governments (SGVCOG). The loan advances partial funding for the Montebello Corridor Project that has a total project cost of $216.2 million.

15. SUBJECT: FY23 AUDIT PLAN 2022-0508

ADOPTED ON CONSENT CALENDAR the Fiscal Year 2023 (FY23) Proposed Annual Audit Plan (AAP).

17. SUBJECT: CORRECTION TO PAY GRADE AND ANNUAL SALARY FOR BOARD CLERK POSITION 2022-0502

APPROVED ON CONSENT CALENDAR:

A. the correction of the Board Clerk position of the Los Angeles County Metropolitan Transportation Authority from a Pay Grade HAA to Pay Grade HBB; and

B. the Board Clerk position annual salary of $168,896 retroactive October 4, 2021.

21. SUBJECT: TITLE VI EQUITY ANALYSIS POLICIES 2022-0248

ADOPTED ON CONSENT CALENDAR Title VI Equity Analysis Policies.

22. SUBJECT: SERVICE STANDARDS POLICIES FOR TITLE VI PROGRAM UPDATE 2022-0430

ADOPTED ON CONSENT CALENDAR Service Standards policies for Title VI Program Update.

23. SUBJECT: SERVICE MONITORING RESULTS FOR TITLE VI PROGRAM UPDATE 2022-0431

ADOPTED ON CONSENT CALENDAR Service Monitoring Results for Title VI Program Update.

24. SUBJECT: EAST SAN FERNANDO VALLEY LIGHT RAIL TRANSIT PROJECT, PUBLIC PRIVATE PARTNERSHIP FOR SOLAR PANELS AT MAINTENANCE AND STORAGE FACILITY 2022-0443

AUTHORIZED ON CONSENT CALENDAR:

A. the Chief Executive Officer (CEO) to award and execute a public-private partnership (P3) Contract No. PS84743000, East San Fernando Valley Light Rail Maintenance and Storage Facility Solar and Energy Storage System Public Private Partnership, for a maximum duration of 15 years, with PCS Energy LLC pursuant to Public Utilities Code Section 130242, in the amount of $1,063,190, for Phase 1 (Preconstruction design services) subject to the resolution of any timely protest(s), if any. Pricing for Phase 2 (Finance, design, supply, installation, and commissioning) and Phase 3 (Monitor systems performance and oversight of Metro O&M activities) will be negotiated in the future with a not to exceed margin percentage of 10% and 12%, respectively; and

B. ESTABLISHING Contract Modification Authority (CMA) for 10% of the not-to-exceed contract award value and authorizing the CEO to execute individual Contract Modifications within the CCMA and within the project budget authorization.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
Y	A	Y	Y	Y	Y	Y	C	A	Y	Y	A	Y

25. SUBJECT: EAST SAN FERNANDO VALLEY LIGHT RAIL TRANSIT PROJECT - CONSTRUCTION SUPPORT SERVICES CONTRACT 2022-0438

AUTHORIZED ON CONSENT CALENDAR:

A. the Chief Executive Officer to award and execute a seven-year contract ending in September 2029, for Contract No. AE82218, with Arcadis Mott MacDonald (AMM) ESFV LRT JV on a Cost Reimbursable Plus Fixed-Fee basis to provide Construction Management Support Services (CMSS) for the East San Fernando Valley (ESFV) Light Rail Transit Project (Project), for an amount of $65,606,451, subject to the resolution of any timely protest; and

B. ESTABLISHING Contract Modification Authority (CMA) for $6,560,645 (10%) of the not-to-exceed contract award value and authorizing the CEO to execute individual Contract Modifications within the CMA and within the project budget authorization.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
Y	A	C	Y	C	Y	Y	Y	A	C	Y	A/C	Y

26. SUBJECT: METRO G LINE BUS RAPID TRANSIT IMPROVEMENTS PROJECT 2022-0440

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

A. AWARD a firm fixed price Contract No. PS85661000 to Valley Transit Partners, for Phase 1 Preconstruction Services of the Progressive Design-Build contract for the Metro G Line Bus Rapid Transit Improvements Project (Project) in the amount of $43,997,256, subject to the resolution of protest(s) if any;

B. ESTABLISH a Preconstruction Phase-of-Project Budget (Preconstruction Budget) for the Project in the amount of $149,683,000; and

C. NEGOTIATE and EXECUTE all project-related agreements and modifications to existing contracts within the authorized Preconstruction Budget.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
Y	A/C	C	Y	C	Y	Y	Y	A	Y	Y	A/C	Y

27. SUBJECT: METRO I-105 EXPRESSLANES - CONSTRUCTION MANAGER/GENERAL CONTRACTOR CONTRACT 2022-0442

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

A. AWARD a firm-fixed-price contract, Contract No. PS84667000 to Flatiron-Myers, Joint Venture, for I-105 ExpressLanes Project Construction Manager/General Contractor (CM/GC) Phase 1 in the amount of $7,997,461, for Preconstruction Services for a period of performance of 30 months, subject to the resolution of protest(s), if any;

B. ESTABLISH a Preconstruction Phase-of-Project Budget (Preconstruction Budget) for the I-105 ExpressLanes Project (Project) in an amount of $119,391,538; and

C. NEGOTIATE and EXECUTE all project-related agreements and modifications to existing contracts within the authorized Preconstruction Phase-of-Project Budget (Preconstruction Budget).

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
Y	A	C	Y	Y	Y	Y	Y	A	Y	Y	A	Y

28. SUBJECT: METRO EXPRESSLANES PROJECTS - PROGRAM MANAGEMENT SUPPORT SERVICES 2022-0441

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

A. AWARD task order-based Contract No. AE83974000 for Program Management Support Services (PMSS) to HNTB Corporation, in the amount of $66,913,860 for a seven (7) year base period and $6,142,748 for a two-year option, for a total of nine (9) years and a maximum total of $73,056,608, subject to resolution of protest(s), if any;

B. ESTABLISH Contract Modification Authority (CMA) for $7,305,660 (10%) of the not-to-exceed contract award value and authorizing the CEO to execute individual Contract Modifications within the CMA and within the respective project budget authorizations.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
Y	A	C	Y	C	Y	Y	Y	A	C	Y	A/C	Y

29. SUBJECT: METRO I-105 EXPRESSLANES - ROADSIDE TOLL COLLECTION SYSTEM 2022-0427

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

A. AWARD firm fixed price Contract No. PS78835000 for the I-105 ExpressLanes Roadside Toll Collection System (RTCS) Design, Build, Operate, and Maintain (DBOM) contract to Conduent State and Local Solutions Inc. in the amount of $66,067,392 for a 12-year base period including the occupancy detection system, $13,161,324 for the first three-year option term for operations and maintenance, $14,165,857 for the second three-year option term for operations and maintenance, and $1,217,700 for a standalone Traffic Management Center, for a total contract value of $94,612,273, subject to resolution of protest(s), if any.

B. EXECUTE individual Contract Modifications within the Board-approved CMA in the not to exceed amount of $6,606,739, to cover the costs of anticipated future changes to the contract as informed by past experience with other Metro ExpressLanes contracts of similar nature, scope, and duration.

32. SUBJECT: A650 HEAVY RAIL VEHICLE STATIC CONVERTER LOW VOLTAGE POWER SUPPLY (LVPS) PURCHASE 2022-0432

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a 60-month, firm fixed unit price Contract No. OP82170000 to Kiepe Electric LLC for the purchase of forty-two (42) new Low Voltage Power Supply (LVPS) units of static converters in support of the A650 Heavy Rail Vehicle (HRV) fleet. The Contract's one-year base amount of $472,306 (5 units), and the one-year option amount of $1,470,195 (37 units), is for a total contract amount of $1,942,501, inclusive of sales tax. This recommendation is subject to the resolution of any properly submitted protest(s).

33. SUBJECT: HEAVY RAIL VEHICLE FLEET VINYL SEAT OVERHAUL 2022-0414

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to execute Modification No. 4 to Contract No. MA52153000 with Molina Manufacturing for the A650 Heavy Rail Vehicle (HRV) Vinyl Seat Overhaul contract to extend the Period of Performance by 24 months through September 4, 2025, and increase the Not-to-Exceed Total Contract Price by $499,110, from $475,040.24 to $974,150.24.

34. SUBJECT: METRO RED AND PURPLE MAINLINE RAIL FASTENER REPLACEMENT 2022-0415

AUTHORIZED ON CONSENT CALENDAR:

A. the Chief Executive Officer to award a 60-month, Firm Fixed price Contract No. OP8666000 to Transdev Rail Inc., the lowest responsive and responsible bidder, for the purchase of Metro Red and Purple Mainline Fastener Replacement for a not-to-exceed amount of $28,703,169.90, inclusive of sales tax. This recommendation is subject to the resolution of any properly submitted protest(s).

B. INCREASING the Life of Project (LOP) Budget for the Metro Red and Purple Mainline Fastener Replacement, capital project number 205125, by $8,850,000 from $28,130,000 to $36,980,000.

35. SUBJECT: MEMBERSHIP ON METRO'S SAN FERNANDO VALLEY AND WESTSIDE CENTRAL SERVICE COUNCILS 2022-0395

APPROVED ON CONSENT CALENDAR nominees for membership on Metro's San Fernando Valley and Westside Central Service Councils.

36. SUBJECT: METRO FREEWAY SERVICE PATROL 2022-0323

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

A. EXECUTE contract modifications for 4 existing Freeway Service Patrol (FSP) contracts in an aggregate amount of $4,466,000 thereby increasing the contract amounts from $4,816,957 to $9,282,957 and extending the periods of performance for the following contracts:

- Beat 24: T.G. Towing, Inc. Contract No. FSP2833200FSP1424, for $582,000 for up to 12 months, increasing the total contract amount from $4,114,302 to $4,696,302;
- Beat 29: Platinum Tow & Transport, Inc. Contract No. FSP3470600B29, for $438,000 for up to 12 months, increasing the total contract amount from $3,707,024 to $4,145,024;
- Beat 42: Platinum Tow & Transport Contract No. FSP2842100FSP1442, for $438,000 for up to 12 months, increasing the total contract amount from $3,526,231 to $3,964,231; and

- Beat 60: Freeway Towing, Inc. Contract No. FSP5768900B60, for $3,008,000 for up to 24 months, increasing the total contract amount from $5,255,700 to $8,263,700.

B. APPROVE a change in the beat cap policy to increase the number of FSP Light Duty (FSPLD) tow service beats that a vendor can be awarded from 2 to 4, establish a two beat cap limit for FSP Heavy Duty (FSPHD), and a one contract cap for FSP Regional (FSPR) (Regional contracts are comprised of multiple beats).

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
Y	A	Y	Y	Y	Y	Y	Y	A	Y	Y	A/C	Y

40. SUBJECT: FINDINGS REQUIRED TO CONTINUE TO MEET VIA TELECONFERENCE IN COMPLIANCE WITH AB 361 WHILE UNDER A STATE OF EMERGENCY AND WHILE STATE AND LOCAL OFFICIALS CONTINUE TO PROMOTE SOCIAL DISTANCING 2022-0558

APPROVED ON CONSENT CALENDAR making the following findings:

Pursuant to AB 361, the Metro Board, on behalf of itself and other bodies created by the Board and subject to the Ralph M. Brown Act, including Metro's standing Board committees, advisory bodies, and councils, finds:

The Metro Board has reconsidered the circumstances of the state of emergency, and that:

A. The state of emergency continues to directly impact the ability of the members to meet safely in person, and

B. State or local officials continue to impose or recommend measures to promote social distancing.

Therefore, all such bodies will continue to meet via teleconference subject to the requirements of AB 361.

41. SUBJECT: VERMONT TRANSIT CORRIDOR 2022-0416

RECEIVED AND FILED status report on Vermont Transit Corridor Project's Community-Based Partnership Program.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
P	A	P	P	P	P	P	P	A	P	P	A	P

42. SUBJECT: COLLECTIVE BARGAINING AGREEMENT 2022-0496

AUTHORIZED the Chief Executive Officer to:

A. EXECUTE a successor collective bargaining agreement with the Sheet Metal, Air, Rail and Transportation Union (SMART) effective July 1, 2022; and

B. AMEND the FY23 budget in the amount of $46.5 million for the implementation of the wage and benefit changes for the approval of the final collective bargaining agreement.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
Y	A	Y	Y	A	Y	Y	Y	A	Y	Y	A	Y

43. SUBJECT:WESTBOUND SR-91 ALONDRA BOULEVARD TO SHOEMAKER AVENUE IMPROVEMENT PROJECT RESOLUTION OF NECESSITY 2022-0298

APPROVED BY TWO-THIRDS VOTE:

A. HOLDING a public hearing on the proposed Resolution of Necessity; and

B. ADOPTING the Resolution of Necessity authorizing the commencement of an eminent domain action to acquire a partial fee interest ("Fee") and a 48 -month Temporary Construction Easement ("TCE") from the property located at 12642 Palm Street, Cerritos, California 90703 with APN of 7016 -020-026 (the "Property Interest") as identified in Attachment A.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
Y	A	Y	Y	Y	Y	Y	Y	A	Y	Y	A	Y

44. SUBJECT: METRO G (ORANGE) LINE BUS RAPID TRANSIT IMPROVEMENT PROJECT RESOLUTIONS OF NECESSITY 2022-0428

APPROVED BY TWO-THIRDS VOTE:

A. HOLDING a public hearing on the proposed Resolutions of Necessity; and

B. ADOPTING the Resolutions of Necessity authorizing the commencement of an eminent domain action to acquire certain property interests in parcels MOL-001, MOL-004, MOL-006 & MOL-008 as listed in List of Parcels Included in the Resolutions of Necessity (Attachment A). The properties listed are herein referred to as "the Property Interests."

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
Y	A	Y	Y	Y	Y	Y	Y	A	Y	Y	A	Y

45. SUBJECT: CLOSED SESSION 2022-0567

A. Conference with Legal Counsel - Existing Litigation - G.C. 54956.9(d)(1)

1. The California Endowment v. LACMTA, et al., LASC Case No. 22STCP01030

NO REPORT.

2. Patrick Chammas v. LACMTA, Case No. BC716264

APPROVED settlement in the amount of $16,238,183.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
Y	A	A	Y	A	Y	A	Y	A	Y	Y	A	Y

3. Maria Diaz. et al. v. LACMTA, Case No. BC669575

APPROVED settlement in the total amount of $475,000. The settlement will be split $280,000 for plaintiff Soto and $195,000 for plaintiff Diaz.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
Y	A	A	Y	A	Y	A	Y	A	Y	Y	A	Y

4. Tangelada Trawick v. LACMTA, Case No. 19STCV31057

APPROVED settlement in the amount of $450,000.

JDW	JH	KB	MB	JB	FD	EG	PK	SK	HJM	TS	HS	AJN
Y	A	A	Y	A	Y	A	Y	A	Y	Y	A	Y

5. Robert L. Warnock, et al. v LACMTA, Case No. 22STCP02310

NO REPORT.

B. Conference with Real Property Negotiators – G.C. 54956.8

Property: Union Station – East Portal, 800 North Alameda Street, Los Angeles, California 90012.
Agency Negotiator: Holly Rockwell and Steve Jaffe.
Negotiating Parties: Greyhound Lines, Inc.
Under Negotiation: Price and terms.

NO REPORT.

ADJOURNED AT 1:16 P.M. IN MEMORY OF TARA THOMAS.

Prepared by: Jessica Vasquez Gamez
Administrative Analyst, Board Administration

Collette Langston, Board Clerk

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

File #: 2022-0452, **File Type:** Program **Agenda Number:** 10.

PLANNING AND PROGRAMMING COMMITTEE
SEPTEMBER 14, 2022

SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM & MEASURE R TRANSIT INVESTMENTS PROGRAM UPDATE - SOUTH BAY SUBREGION

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

A. APPROVING:

1. Programming of an additional $12,334,189 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Transportation System and Mobility Improvements Program (Expenditure Line 50), as shown in Attachment A;

2. Programming of an additional $23,168,000 within the capacity of Measure M MSP - South Bay Highway Operational Improvements Program (Expenditure Line 63), as shown in Attachment B;

3. Inter-program borrowing and programming of an additional $6,375,000 from Transportation System and Mobility Improvements Program (Expenditure Line 50) to Measure M MSP - Transportation System and Mobility Improvements Program (Expenditure Line 66), as shown in Attachment C;

4. Programming of an additional $4,000,000 within the capacity of Measure R South Bay Transit Investments Program, shown in Attachment D; and

B. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements and/or amendments for approved projects.

ISSUE

Measure M MSPs and Measure R South Bay Transit Investments Programs, whose funds are limited to capital uses, are included in the Measure M and/or Measure R Expenditure Plans. The update approves additional eligible projects for funding and allows the South Bay Subregion and implementing agencies to revise scopes of work, schedules, and project budgets.

This update includes changes to projects that previously received prior Board approvals and funding allocations for new projects. The Board's approval is required, to program additional funds and acknowledge the updated project lists, which will serve as the basis for Metro to enter into funding agreements and/or amendments with the respective implementing agencies.

BACKGROUND

In September 2019, the Metro Board of Directors approved South Bay Subregion's first MSP Five-Year Plan and programmed funds in: 1) Transportation System and Mobility Improvements Program (expenditure line 50); 2) South Bay Highway Operational Improvements (expenditure line 63); and 3) Transportation System and Mobility Improvements Program (expenditure line 66). Since the first Plan, staff provided annual updates to the Board in August 2020 and September 2021.

In July 2021, the Metro Board of Directors approved the Measure R Ordinance Amendment that authorized the transfer of up to $400 million from the Measure R Highway Capital Subfund to eligible Transit Capital projects. The South Bay Transit Investments Program was added to the Measure R Expenditure Plan and the Measure R Transit Investments Program Guidelines were also approved. In September 2021, the Metro Board of Directors approved the project list and programmed funds to ten projects.

DISCUSSION

Metro staff worked closely with the SBCCOG and the implementing agencies on project eligibility reviews for this annual update. To confirm project eligibility and establish the program nexus during project reviews, Metro requested, among other things, detailed scopes of work, project location information, schedules, total estimated expenses, and links between provided information and funding requests. Staff expects the collection of these project details in advance of Metro Board action to enable timely execution of project Funding Agreements for approved projects. For those proposed projects with funds programming in FY 2024-25 and beyond, Metro accepted higher level, relevant project details for the review process. Through an annual process, Metro staff will work with the SBCCOG and the implementing agencies to update and refine project details. Those projects are proposed for conditional approval as part of this action. Final approval of funds for those projects shall be contingent upon the implementing agency demonstrating the eligibility of each project as required in the Measure M Master Guidelines and/or the Measure R Transit Investments Program Guidelines.

The changes in this annual update include additional programming in the Transportation System & Mobility Improvement Program (Attachment A), South Bay Highway Operational Improvements Program (Attachment B), Transportation System & Mobility Improvement Program (Attachment C) and Transit Investments Program (Attachment D).

Transportation System and Mobility Improvements Program (Expenditure Line 50)

This update includes funding adjustments to eight existing and four new projects as follows:

Inglewood

- Deobligate $4,259,772 from MM5502.03 - Inglewood Intermodal Transit/Park and Ride Facility. The deobligation of funds is the result of the close-out audit. The city concurred with the audit results.

LA City

- Reprogram $7,245,710 as follows: $199,303 in FY 20, $61,357 in FY 21, $137,946 in FY 22, $809,013 in FY 23, $3,372,445 in FY 24 and $2,665,546 in FY 25 for MM4601.01 - San Pedro Pedestrian Improvements. The funds will be used for the project's Project Approval and Environmental Document (PAED), Plans Specification and Estimates (PS&E) and construction phases.

- Program an additional $2,157,400 and reprogram previously approved funds as follows: $3,157,400 in FY 24, $5,880,000 in FY 25 and $1,170,000 in FY 26 for MM4601.03 - Avalon Promenade and Gateway. The funds will be used for the construction phase of the project.

LA County

- Reprogram $4,228,500 as follows: $200,000 in FY 23, $370,000 in FY 24, $380,000 in FY 25 and $3,278,500 in FY 26 for MM5502.04 - 182nd St./Albertoni St. Traffic Signal Synch Program. The funds will be used for the project's PAED, PS&E and construction phases.

- Reprogram $1,702,000 as follows: $80,000 in FY 23, $135,000 in FY 24, $320,000 in FY 25 and $1,167,000 in FY 26 for MM5502.06 - Van Ness Traffic Signal Sych Program. The funds will be used for the project's PAED, PS&E and construction phases.

- Reprogram $1,324,500 as follows: $70,000 in FY 23, $110,000 in FY 24, $280,000 in FY 25, and $864,500 in FY 26 for MM5502.07 - Del Amo Blvd. (East) Traffic Signal Sych Program. The funds will be used for the project's PAED, PS&E and construction phases.

- Reprogram $6,682,000 as follows: $176,000 in FY 20, $10,000 in FY 21, $120,000 in FY 22, $942,400 in FY 23, $831,809 in FY 24, $3,660,000 in FY 25 and $941,791 in FY 26 for MM4601.04 - Westmont/West Atjens Pedestrian Improvements. The funds will be used for the project's PAED, PS&E and construction phases.

- Program $1,038,000 in FY 23, FY 24, FY 25 and FY 26 for MM4601.06 - El Camino Village Traffic and Pedestrian Safety Enhancements. The funds will be used for the project's PAED and PS&E phases.

Torrance

- Program $1,050,000 in FY 23 and 24 for MM5502.11 - Torrance Fiber Network and Traffic Signal Optimization. The funds will be used for the project's PS&E phase.

- Program $650,000 in FY 23 for MM4601.07 - Torrance Active Transportation Open Space Corridor Multi-Use Trail. The funds will be used for project's PAED and PS&E phases.

- Program $10,372,609 in FY 23 and FY 24 for MM4601.08 - Torrance School Safety and Accessibility Program. The funds will be used for PS&E and construction phases of the project.

Rolling Hills Estates

- Program an additional $1,325,952 and reprogram previously approved funds as follows: $51,300 in FY 20, $63,000 in FY 21, $1,581,802 in FY 23, and $1,184,150 in FY 24 for MM5502.08 - Palos Verdes Drive North at Dappleygray School. The funds will be used for the project's PAED, PS&E, Right-of-Way (ROW) and construction phases.

South Bay Highway Operational Improvements Program (Expenditure Line 63)

This update includes funding adjustments to three existing and six new projects as follows:

Carson

- Program an additional $5,878,000 and reprogram previously approved funds as follows: $5,473,078 in FY 23, $5,830,014 in FY 24 and $594,907 in FY 25 for MM5507.03 - Sepulveda Blvd. Widening from Alameda St. to ICTF. The funds will be used for the project's PS&E and construction phases.

- Program $350,000 in FY 23, FY 24 and FY 25 for MM5507.10 - Traffic Signal Upgrade - Avalon Blvd. and Gardena Blvd. The funds will be used for the project's PAED, PS&E and construction phases.

Inglewood

- Program an additional $1,000,000 and reprogram previously approved funds as follows: $100,000 in FY 24 and $1,400,000 in FY 25 for MM5507.05 - Manchester Blvd./Prairie Ave. ITS & Traffic Signal Improvements. The funds will be used for the project's PAED and PS&E phases.

- Program an additional $3,800,000 and reprogram previously approved funds as follows: $800,000 in FY 23, and $10,300,000 in FY 24 for MM5507.06 - Downtown ITS. The funds will be used for the project's PAED, PS&E and construction phases.

- Program $8,800,000 in FY 24 and FY 25 for MM5507.11 - Crenshaw Blvd. ITS. The funds will be used for the project's construction phase.

Manhattan Beach

- Program $1,200,000 in FY 23, FY 24 and FY 25 for MM5507.12 - Manhattan Beach Blvd. at Pacific Ave. Improvements. The funds will be used for the project's PS&E and construction phases.

- Program $740,000 in FY 23 for MM5507.13 - Manhattan Beach Blvd. at Peck Ave. Traffic Signal Improvements. The funds will be used for the project's construction phase.

- Program $400,000 in FY 23 and FY 24 for MM5507.14 - Manhattan Beach Blvd. Transportation Corridor Improvements. The funds will be used for the project's PS&E phase.

Torrance

- Program $1,000,000 in FY 23, FY 24, FY 25 and FY 26 for MM5507.15 - Right Turn Lane at Lomita Blvd./182nd St. The funds will be used for the project's PAED, PS&E and construction phases.

Transportation System and Mobility Improvements Program (Expenditure Line 66)

This update includes funding adjustments to six existing projects as follows:

Hawthorne

- Reprogram $3,320,000 as follows: $500 in FY 20, $24,500 in FY 21, $25,000 in FY 22, $150,000 in FY 23, $349,400 in FY 24 and $2,770,600 in FY 25 for MM4602.03 - Hawthorne Moneta Garden Mobility Improvements. The funds will be used for the project's PS&E, ROW and construction phases.

Inglewood

- Reprogram $1,000,000 as follows: $100,000 in FY 24 and $900,000 in FY 25 for MM5508.10 - Changeable Message Signs. The funds will be used for the project's PAED and PS&E phases.

LA County

- Reprogram $3,600,000 as follows: $408,000 in FY 23, $259,500 in FY 24, $1,492,500 in FY 25 and $1,440,000 in FY 26 for MM4602.05 - Dominguez Channel Greenway. The funds will be used for the project's PAED, PS&E and construction phases.

- Reprogram $1,165,000 as follows: $80,000 in FY 23, $80,000 in FY 24, $625,000 in FY 25 and $380,000 in FY 26 of MM4602.07 - Westmont/West Athens Pedestrian Improvements, Phase II. The funds will be used for the project's PAED, PS&E and construction phases.

Palos Verdes Estates

- Program an additional $4,840,000 and reprogram previously approved funds as follows: $519,000 in FY 21, $158,000 in FY 22, $3,000,000 in FY 23 and $1,840,000 in FY 24 for MM5508.11 - Palos Verdes Drive West Corridor Expansion Project. The funds will be used for the project's PAED and PS&E phases.

Redondo Beach

- Program an additional $1,535,000 and reprogram previously approved funds as follows: $60,000 in FY 21, $140,000 in FY 22, and $1,535,000,000 in FY 23 for MM4602.09 - North Redondo Beach Bikeway (NRBB) Extension - Inglewood Ave. The funds will be used for the project's PAED, PS&E and ROW phases.

Measure R Transit Investments Program

This update includes funding adjustments to three existing projects as follows:

Gardena

- Reprogram $12,375,000 as follows: $4,000,000 in FY 24 and $8,375,000 in FY 25 for MR524.03 - GTRANS: Purchase of Up To 15 Expansion Buses. The funds will be used for the project's construction capital phase.

- Program an additional $4,000,000 and reprogram previously approved funds as follows: $3,000,000 in FY 23 and $3,000,000 in FY 24 for MR524.04 - GTRANS: Solar Energy Generation/Bus Fueling Infrastructure Project. The funds will be used for the project's PS&E and construction phases.

- Reprogram $233,700,000 as follows: $26,575,570 in FY 22 and $207,124,430 in FY 23 for MRINGITC - Inglewood Transit Connector Project. The funds will be used for the project's PAED, PS&E, ROW, and construction phases.

DETERMINATION OF SAFETY IMPACT

Programming of Measure M MSP and Measure R Transit Investments funds to the South Bay Subregion projects will not have any adverse safety impacts on Metro's employees or patrons.

FINANCIAL IMPACT

In FY 2022-23, $9.59 million is budgeted in Cost Center 0441 (subsidies budget - Planning) for the Active Transportation Program (Project #474401), $208.7 million is budgeted in Cost Center 0441 (subsidies budget - Planning) for South Bay Transit Investment Program (Project #465524) and $6 million is budgeted in Cost Center 0442 (Highway Subsidies) for the Transportation System Mobility Improvement Program (Project #475502). Upon approval of this action, staff will reallocate necessary funds to appropriate projects within Cost Centers 0441 and 0442. Since these are multi-year

projects, Cost Centers 0441 and 0442 will be responsible for budgeting the cost in future years.

Impact to Budget

The sources of funds for these projects are Measure M Highway Construction 17% and Measure R Transit Capital. These fund sources are not eligible for Metro bus and rail operating and capital expenditures.

EQUITY PLATFORM

The South Bay subregion comprises 15 cities and the adjacent unincorporated area of Los Angeles County. Cities within the defined South Bay subregional boundary of the Measure M and Measure R programs contain Equity Focus Communities in jurisdictions, including Gardena, Hawthorne, Inglewood, City of Los Angeles, and unincorporated County of Los Angeles. The jurisdictional requests are proposed by the cities and approved/forwarded by the subregion. In line with the Metro Board adopted guidelines and June 2022 Objectives for Multimodal Highway Investments, cities provide documentation demonstrating community support, project need, and multimodal transportation benefits that enhance safety, support traffic mobility, economic vitality and enable a safer and well-maintained transportation system. Cities lead and prioritize all proposed transportation improvements, including procurement, the environmental process, outreach, final design and construction. Each city and/or agency independently and in coordination with the subregion undertake their jurisdictionally determined community engagement process specific to the type of transportation improvement they seek to develop. These locally determined and prioritized projects represent the needs of cities.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports the following goals of the Metro Vision 2028 Strategic Plan:

Goal 1: Provide high-quality mobility options that enable people to spend less time traveling by alleviating the current operational deficiencies and improving mobility along the projects.

Goal 4: Transform LA County through regional collaboration by partnering with the Council of Governments and the local jurisdictions to identify the needed improvements and take the lead in development and implementation of their projects.

ALTERNATIVES CONSIDERED

The Board could elect not to approve the additional programming of funds for the Measure M MSP and Measure R Transit Investments Program projects for the South Bay Subregion. This is not recommended as the Subregion developed the proposed projects in accordance with the Measure M Ordinance, Guidelines and the Administrative Procedures, as well as the Measure R Transit Investments Program Guidelines.

NEXT STEPS

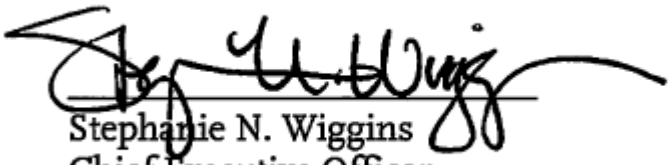
Metro staff will continue to work with the Subregion to identify and deliver projects. Funding Agreements will be executed with those who have funds programmed in FY 2022-23. Program/Project updates will be provided to the Board annually.

ATTACHMENTS

Attachment A - Transportation System and Mobility Improvements Program (expenditure line 50) Project List
Attachment B - South Bay Highway Operational Improvements Program (expenditure line 63) Project List
Attachment C - Transportation System and Mobility Improvements Program (expenditure line 66) Project List
Attachment D - Measure R Transit Investments Program Project List

Prepared by: Fanny Pan, DEO, Countywide Planning & Development, (213) 418-3433
Isidro Panuco, Senior Manager, Highway Programs, (213) 418-3208
Shawn Atlow, Executive Officer, Countywide Planning & Development, (213) 418-3327
Laurie Lombardi, SEO, Countywide Planning & Development, (213) 418-3251

Reviewed by: James de la Loza, Chief Planning Officer, (213) 922-2920



Stephanie N. Wiggins
Chief Executive Officer

ATTACHMENT A

South Bay Subregion
Measure M Multi-Year Subregional Plan - Transportation System & Mobility Improvements Program (Expenditure Line 50)

	Agency	Project ID No.	Project/Location	Funding Phases	Note	Prior Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
1	INGLEWOOD	MM5502.02	ITS (GAP) CLOSURE IMPROVEMENTS	CONSTRUCTION		$ 13,500,000		$ 13,500,000	$ 13,500,000					
2	INGLEWOOD	MM5502.03	INGLEWOOD INTERMODAL TRANSIT/PARK AND RIDE FACILITY	PAED, PS&E, CONSTRUCTION	Deob	9,193,082	(4,259,772)	4,933,310	4,933,310					
3	INGLEWOOD	MM5502.09	PRAIRIE AVE DYNAMIC LANE CONTROL SYSTEM	PS&E, CONSTRUCTION		13,120,000		13,120,000	13,120,000					
4	LA CITY	MM4601.01	SAN PEDRO PEDESTRAIN IMPROVEMENTS	PAED, PS&E, CONSTRUCTION	Chg	7,245,710		7,245,710	260,660	137,946	809,013	3,372,445	2,665,646	
5	LA CITY	MM4601.02	WILMINGTON NEIGHBORHOOD STREET IMPROVEMENTS	PAED, PS&E, CONSTRUCTION		3,000,600		3,000,600	175,035	187,538	2,638,027			
6	LA CITY	MM4601.03	AVALON PROMENADE AND GATEWAY	CONSTRUCTION	Chg	8,050,000	2,157,400	10,207,400	-			3,157,400	5,880,000	1,170,000
7	LA COUNTY	MM5502.04	182ND ST/ ALBERTONI ST. TRAFFIC SIGNAL SYNCH PROGRAM	PAED, PS&E, CONSTRUCTION	Chg	4,228,500		4,228,500	-		200,000	370,000	380,000	3,278,500
8	LA COUNTY	MM5502.06	VAN NESS TRAFFIC SIGNAL SYCH PROGRAM	PAED, PS&E, CONSTRUCTION	Chg	1,702,000		1,702,000	-		80,000	135,000	320,000	1,167,000
9	LA COUNTY	MM5502.07	DEL AMO BLVD. (EAST) TRAFFIC SIGNAL SYCH PROGRAM	PAED, PS&E, CONSTRUCTION	Chg	1,324,500		1,324,500	-		70,000	110,000	280,000	864,500
10	LA COUNTY	MM4601.04	WESTMONT/WEST ATJENS PEDESTRIAN IMRROVEMENTS	PAED, PS&E, CONSTRUCTION	Chg	6,682,000		6,682,000	186,000	120,000	942,400	831,809	3,660,000	941,791
11	LA COUNTY	MM4601.06	EL CAMINO VILLAGE TRAFFIC AND PEDESTRIAN SAFETY ENHANCEMENTS	PAED, PSE	New	-	1,038,000	1,038,000	-		114,000	264,000	264,000	396,000
12	SBCCOG	MM5502.05	SOUTH BAY FIBER NETWORK	CONSTRUCTION		6,889,365		6,889,365	6,889,365					
13	TORRANCE	MM4601.05	TORRANCE SCHOOLS SAFETY AND ACCESSIBILITY PROGRAM	PS&E CONSTRUCTION		7,185,000		7,185,000	2,458,100	1,839,200	730,500	2,157,200		
14	TORRANCE	MM5502.11	TORRANCE FIBER NETWORK AND TRAFFIC SIGNAL OPTIMIZATION	PSE	New	-	1,050,000	1,050,000	-		70,000	980,000		
15	TORRANCE	MM4601.07	TRANSPORTATION OPEN SPACE CORRIDOR MULTI-USE TRAIL	PAED, PSE	New	-	650,000	650,000	-		650,000			
16	TORRANCE	MM4601.08	TORRANCE SCHOOL SAFETY AND ACCESSIBILITY PROGRAM	PSE, CONSTRUCTION	New	-	10,372,609	10,372,609	-		768,600	9,604,009		
17	ROLLING HILLS ESTATES	MM5502.08	PALOS VERDES DRIVE NORTH AT DAPPLEYGRAY SCHOOL	PAED, PS&E, ROW, CONSTRUCTION	Chg	1,554,300	1,325,952	2,880,252	114,300		1,581,802	1,184,150		
			TOTAL PROGRAMMING AMOUNT			**$83,675,057**	**$12,334,189**	**$96,009,246**	**$41,636,770**	**$ 2,284,684**	**$ 8,654,342**	**$22,166,013**	**$13,449,646**	**$ 7,817,791**

ATTACHMENT B

South Bay Subregion
Measure M Multi-Year Subregional Plan - South Bay Highway Operational Improvements (Expenditure Line 63)

	Agency	Project ID	Project/Location	Funding Phases	Note	Prior Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
1	CARSON	MM5507.02	CARSON STREET ITS PROJECT	PAED, PS&E, CONSTRUCITON		$ 700,000		$ 700,000	$ 550,000	$ 150,000				
2	CARSON	MM5507.03	SEPULVEDA BLVD. WIDENING FROM ALAMEDA ST. TO ICTF	PS&E, CONSTRUCTON	Chg	6,019,999	5,878,000	11,897,999	$ -		5,473,078	5,830,014	594,907	
3	CARSON	MM5507.10	TRAFFIC SIGNAL UPGRADE -- AVALON BLVD. AND GARDENA BLVD.	PAED, PS&E, CONSTRUCITON	New		350,000	350,000	$ -		2,000	130,000	218,000	
4	GARDENA	MM5507.04	REDONDO BEACH BLVD. ARTERIAL IMPROVEMENTS	PAED, PS&E, CONSTRUCITON		5,567,000		5,567,000	$ 104,000	516,000	2,320,000	2,627,000		
5	HAWTHORNE	MM5507.01	NORTH EAST HAWTHORNE MOBILITY IMPROVEMENT PROJECT	PS&E, ROW, CONSTRUCTION		$ 2,000,000		2,000,000	$ 250,000	$ 950,000	$ 800,000			
6	INGLEWOOD	MM5507.05	MANCHESTER BLVD./PRAIRIE AVE. ITS & TRAFFIC SIGNAL IMPROVEMENTS	PAED, PS&E	Chg	500,000	1,000,000	1,500,000	$ -			100,000	1,400,000	
7	INGLEWOOD	MM5507.06	DOWNTOWN ITS	PAED, PS&E, CONSTRUCITON	Chg	7,300,000	3,800,000	11,100,000	$ -		800,000	10,300,000		
8	INGLEWOOD	MM5507.11	CRENSHAW BLVD. ITS	CONSTRUCITON	New		8,800,000	8,800,000	$ -			2,000,000	6,800,000	
9	LA COUNTY	MM5507.07	AVALON BLVD. TSSP IN THE CITY OF CARSON	PAED, PS&E, CONSTRUCITON		1,530,000		1,530,000	$ 130,000	700,000	700,000			
10	MANHATTAN BEACH	MM5507.12	MANHATTAN BEACH BLVD. AT PACIFIC AVE. IMPROVEMENTS	PS&E, CONSTRUCITON	New		1,200,000	1,200,000	$ -		160,000	720,000	320,000	
11	MANHATTAN BEACH	MM5507.13	MANHATTAN BEACH BLVD. AT PECK AVE. TRAFFIC SIGNAL IMPROVEMENTS (MR312.87)	CONSTRUCITON	New		740,000	740,000	$ -		740,000			
12	MANHATTAN BEACH	MM5507.14	MAHATTAN BEACH BLVD. TRANSPORTATION CORRIDOR IMPROVEMENTS	PS&E	New		400,000	400,000	$ -		150,000	250,000		
13	METRO	MM5507.08	I-110 SOUTHBOUND OFF-RAMP TO PCH	PAED, PS&E		5,781,000		5,781,000	$ 1,850,000	1,600,000	800,000	1,531,000		
14	METRO	MM5507.09	405/110 SEPERATION	PAED, PS&E		17,500,000		17,500,000	$ 3,000,000	3,000,000	6,500,000	5,000,000		
15	TORRANCE	MM5507.15	RIGHT TURN LANE AT LOMITA BLVD./182ND ST.	PAED, PS&E, CONSTRUCITON	New		1,000,000	1,000,000	$ -		75,000	200,000	480,000	245,000
			TOTAL PROGRAMMING AMOUNT			**$46,897,999**	**$23,168,000**	**$70,065,999**	**$ 5,884,000**	**$ 6,916,000**	**$18,520,078**	**$28,688,014**	**$ 9,812,907**	**$ 245,000**

South Bay Subregion
Measure M Multi-Year Subregional Plan - Transportation System & Mobility Improvements Program (Expenditure Line 66)

	Agency	Project ID	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
1	CITIES HEALTH DISTRICT	MM4602.01	DIAMOND ST TO FLAGLER LANE BICYCLE LANE	PS&E CONSTRUCTION		$ 1,833,877		$ 1,833,877	1,833,877					
2	EL SEGUNDO	MM4602.02	EL SEGUNDO BLVD	PAED, PS&E, CONSTRUCTION		4,050,000		4,050,000	465,000	3,585,000				
3	HAWTHORNE	MM4602.03	HAWTHORNE MONETA GARDEN MOBILITY IMPROVEMENTS	PS&E, ROW, CONSTRUCTION	Chg	3,320,000		3,320,000	25,000	25,000	150,000	349,400	2,770,600	
4	HAWTHORNE	MM5508.07	ROSECRANS AVE MOBILITY IMPROVEMENT PROJECT, PHASE II FROM PRAIRIE AVE TO CRENSHAW BLVD	PAED, PS&E		260,000		260,000	20,000	20,000	40,000	180,000		
5	HAWTHORNE	MM5508.08	CRENSHAW BLVD SIGNAL IMPROVEMENT AND INTERSECTION	PAED, PS&E		260,000		260,000	20,000	20,000	40,000	180,000		
6	HERMOSA BEACH	MM5508.09	PACIFIC COAST HWY MOBILITY AND ACCESSIBILTY IMPROVEMENTS PROJECT ***	PID, PAED		1,800,000		1,800,000	300,000	400,000	600,000	500,000		
7	INGLEWOOD	MM4602.06	FIRST/LAST MILE IMPROVEMENTS	PAED, PS&E, CONSTRUCTION		6,500,000		6,500,000	-	500,000	1,500,000	4,500,000		
8	INGLEWOOD	MM5508.10	CHANGEABLE MESSAGE SIGNS	PAED, PS&E	Chg	1,000,000		1,000,000	-			100,000	900,000	
9	LA CITY	MM4602.04	CROSSING UPGRADES AND PEDESTRIAN IMPROVEMENTS	PAED, PS&E, CONSTRUCTION		3,260,625		3,260,625	652,125	1,308,770	1,299,730			
10	LA CITY	MM5508.01	SIGNAL OPERATIONAL IMPROVEMENTS	PAED,PS&E, CONSTRUCTION		2,500,000		2,500,000	470,000	90,000	1,940,000			
11	LA CITY	MM5508.02	ATSAC COMMUNICATION SYSTEM IMPROVEMENT IN SAN PEDRO	PS&E, CONSTRUCTION		2,500,000		2,500,000	1,000,000	1,500,000				
12	LA CITY	MM5508.03	ASTAC COMMUNICATIONS NETWORK INTEGRATION WITH LA COUNTY	PAED, PS&E, CONSTRUCTION		2,000,000		2,000,000	200,000	400,000	1,400,000			
13	LA CITY	MM5508.14	ALAMEDA ST (SOUTH) WIDENING FROM ANAHEIM ST TO HARRY BRIDGES BLVD (MR312.48)	CONSTRUCTION		17,518,670		17,518,670	-		3,000,000	10,000,000	4,518,670	
14	LA COUNTY	MM4602.05	DOMINGUEZ CHANNEL GREENWAY	PAED, PS&E, CONSTRUCTION	Chg	3,600,000		3,600,000	-		408,000	259,500	1,492,500	1,440,000
15	LA COUNTY	MM4602.07	WESTMONT/WEST ATHENS PEDESTRIAN IMPROVEMENTS, PHASE II	PAED, PS&E, CONSTRUCTION	Chg	1,165,000		1,165,000	-		80,000	80,000	625,000	380,000

ATTACHMENT C

	Agency	Project ID	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
16	MANHATTAN BEACH	MM5508.04	ADVANCED TRAFFIC SIGNAL SYSTEM	PS&E, CONSTRUCTION		12,750,000		12,750,000	3,640,000	1,800,000	5,310,000	2,000,000		
17	MANHATTAN BEACH	MM5508.15	AVIATION BLVD. EAST BOUND LEFT-TURN IMPROVEMENTS	PAED, PS&E, CONSTRUCTION		1,200,000		1,200,000	-	200,000	1,000,000			
18	PALOS VERDES ESTATES	MM5508.11	PALOS VERDES DRIVE WEST CORRIDOR EXPANSION PROJECT	PAED, PS&E	Chg	677,000	4,840,000	5,517,000	519,000	158,000	3,000,000	1,840,000		
19	RANCHO PALOS VERDES	MM5508.12	WESTERN AVE CONGESTION IMPROVEMENTS (25TH TO PV DR) **	PSR, PAED		1,330,000		1,330,000	90,000	120,000	120,000	1,000,000		
20	REDONDO BEACH	MM4602.08	NORTH REDONDO BEACH BIKEWAY (NRBB) EXTENSION -- FELTON LN TO INGLEWOOD AVE	PAED, PS&E, CONSTRUCTION		1,000,000		1,000,000	500,000	500,000				
21	REDONDO BEACH	MM4602.09	NORTH REDONDO BEACH BIKEWAY (NRBB) EXTENSION -- INGLWOOD AVE.	PAED, PS&E, ROW	Chg	200,000	1,535,000	1,735,000	60,000	140,000	1,535,000			
22	REDONDO BEACH	MM5508.05	REDONDO BEACH TRANSITY CENTER AND PARK AND RIDE	CONSTRUCTION		7,250,000		7,250,000	4,500,000	2,750,000				
23	REDONDO BEACH	MM5508.13	TRAFFIC SIGNAL COMMUNICATIONS AND NETWORK SYSTEM	PAED, PS&E, CONSTRUCTION		2,000,000		2,000,000	200,000	1,800,000				
24	ROLLING HILLS ESTATES	MM4602.10	ROLLING HILLS ROAD BIKE LANES ***	PAED, PS&E		229,450		229,450	-	30,250	182,700	16,500		
25	TORRANCE	MM5508.06	TRANSPORTATION MANAGEMENT SYSTEM IMPROVEMENTS	PS&E, CONSTRUCTION		390,000		390,000	390,000					
26	TORRANCE	MM5508.16	TORRANCE TRANSIT PARK AND RIDE REGIONAL TERMINAL (MR312.23)	CONSTRUCTION		1,631,000		1,631,000	-	1,631,000				
27	TORRANCE	MM5508.17	CRENSHAW BLVD IMPROVMENTS FROM DEL AMO TO DOMINGUEZ ST (MR312.60)	CONSTRUCTION		609,000		609,000	-	609,000				
			TOTAL PROGRAMMING AMOUNT			**$80,834,622**	**$ 6,375,000**	**$ 87,209,622**	**$14,885,002**	**$17,587,020**	**$21,605,430**	**$21,005,400**	**$10,306,770**	**$ 1,820,000**

** Metro may procure services for the project development phases.

*** Further design details are subject to Metro approval.

South Bay Subregion
Measure R South Bay Transit Investments Program

	Agency	Project ID No.	Project/Location	Funding Phases	Note	Prior Alloc	Alloc Change	Current Alloc	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
1	CARSON	MR524.02	CARSON CIRCUIT: FASHION OUTLET REGIONAL TRANSIT CENTER	PAED, PS&E ROW, CON		$ 3,525,000		$ 3,525,000	$ 1,380,000	$ 2,145,000						
2	GARDENA	MR524.03	GTRANS: PURCHASE OF UP TO 15 EXPANSION BUSES	Construction Capital	Chg	$12,375,000		12,375,000			4,000,000	8,375,000				
3	GARDENA	MR524.04	GTRANS: SOLAR ENERGY GENERATION/BUS FUELING INFRASTRUCTURE PROJECT	PS&E CON	Chg	$2,000,000	4,000,000	6,000,000		3,000,000	3,000,000					
4	INGLEWOOD	MRINGITC	INGLEWOOD TRANSIT CONNECTOR PROJECT	PAED, PS&E ROW, CON	Chg	233,700,000		233,700,000	26,575,570	207,124,430						
5	REDONDO BEACH	MR524.05	BEACH CITIES TRANSIT: TRANSIT OPERATIONS & MAINTENANCE FACILITY	Env, PS&E CON		$32,090,555		32,090,555					5,150,000	8,838,734	17,677,469	424,352
6	TORRANCE	MR524.06	TORRANCE TRANSIT: RETURN OF THE RED CAR URBAN CIRCULATOR TROLLEY	Construction Capital		$4,500,000		4,500,000	2,000,000	2,500,000						
7	TORRANCE	MR524.07	TORRANCE TRANSIT: EXPANSION BUSES	Construction Capital		$20,000,000		20,000,000	17,100,000	2,900,000						
8	TORRANCE	MR524.08	TORRANCE TRANSIT: REGIONAL TRANSIT CENTER PARKING STRUCTURE	Construction Capital		$35,000,000		35,000,000	35,000,000							
9	TORRANCE	MR524.09	MICROTRANSIT EXPANSION OF THE TORRANCE COMMUNITY TRANSIT	Construction Capital		$240,000		240,000	60,000	180,000						
10	TORRANCE	MR524.10	CONSTRUCTION OF HEAVY-DUTY ELECTRIC VEHICLE CHARGING STATION	Construction Capital		$3,500,000		3,500,000	3,000,000	500,000						
			TOTAL PROGRAMMING AMOUNT			**$346,930,555**	**$ 4,000,000**	**$350,930,555**	**$ 85,115,570**	**$218,349,430**	**$ 7,000,000**	**$ 8,375,000**	**$ 5,150,000**	**$ 8,838,734**	**$ 17,677,469**	**$ 424,352**

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

File #: 2022-0464, **File Type:** Project **Agenda Number:** 12.

PLANNING AND PROGRAMMING COMMITTEE
SEPTEMBER 14, 2022

SUBJECT: WEST SANTA ANA BRANCH TRANSIT CORRIDOR PROJECT

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

A. AUTHORIZING AND DELEGATING authority to the Chief Executive Officer (CEO) or their designee to negotiate and execute all necessary agreements between Los Angeles County Metropolitan Transportation Authority (Metro) and the Gateway Cities Council of Governments (Gateway Cities COG) to fund the Gateway Cities Consultant to support the WSAB City Manager TAC efforts for a one-year term; and

B. RECEIVING AND FILING the project update on the West Santa Ana Branch (WSAB) Transit Corridor Project.

ISSUE

This item provides an update on the roadmap to delivering the WSAB Project, including the status of the Slauson/A Line to LAUS Study and Slauson/A Line to Artesia (14.8-mile Initial Segment) environmental analysis, Advanced Preliminary Engineering (APE) works, initial assessment of funding plan, and project delivery method.

BACKGROUND

At the January 27, 2022, meeting, the Board received the Draft EIS/EIR for the WSAB Project, approved Los Angeles Union Station (LAUS) as the northern terminus, and approved the 14.8-mile Slauson/A Line to Pioneer route as the Locally Preferred Alternative (LPA) for the project's initial segment between Artesia and Downtown Los Angeles. During the meeting, the Board directed staff to conduct an additional technical analysis to identify a cost-effective alignment for the segment between Slauson/A Line to LAUS, and to identify interim bus connections to connect Slauson/A Line to LAUS.

At the January 2022 meeting, the Board approved Motion 10 by Directors Hahn, Solis, Garcetti, Mitchell, and Dutra, for the Board to adopt as policy that the full WSAB project will be declared

complete once it provides a single-seat ride connecting the City of Artesia (Pioneer Boulevard) to Los Angeles Union Station via rail.

The update below provides an overview of the work on the environmental analysis for the Slauson/A Line to Artesia (14.8-mile initial segment), as well as efforts underway to complete the Slauson/A Line to Union Station Study in parallel.

DISCUSSION

Request for authorization:

In 2019, the WSAB City Managers Technical Advisory Committee (TAC) was formed by the Gateway Cities COG to provide a forum for City Managers along the corridor to discuss a range of technical, financial and policy matters related to the WSAB Project. The GCCOG has requested continuing consultant support to conduct monthly TAC meetings. In addition, the GCCOG has proposed that the consultant would coordinate with Eco-Rapid Transit JPA and Gateway Cities COG Board and other entities, as needed.

As such, Metro staff requests authorization for the CEO to negotiate and execute necessary agreements to fund the GCCOG consultant for an additional year. The total funding request is $48,000 for a 12-month extension.

Roadmap to Delivering the Project:

The roadmap to delivering the WSAB Project to Los Angeles Union Station (LAUS) includes two key parallel efforts shown below:

A. Slauson/A Line to LAUS Study completion by Winter 2023
B. Slauson/A Line to Artesia (14.8-mile Initial Segment) opening by 2033/35

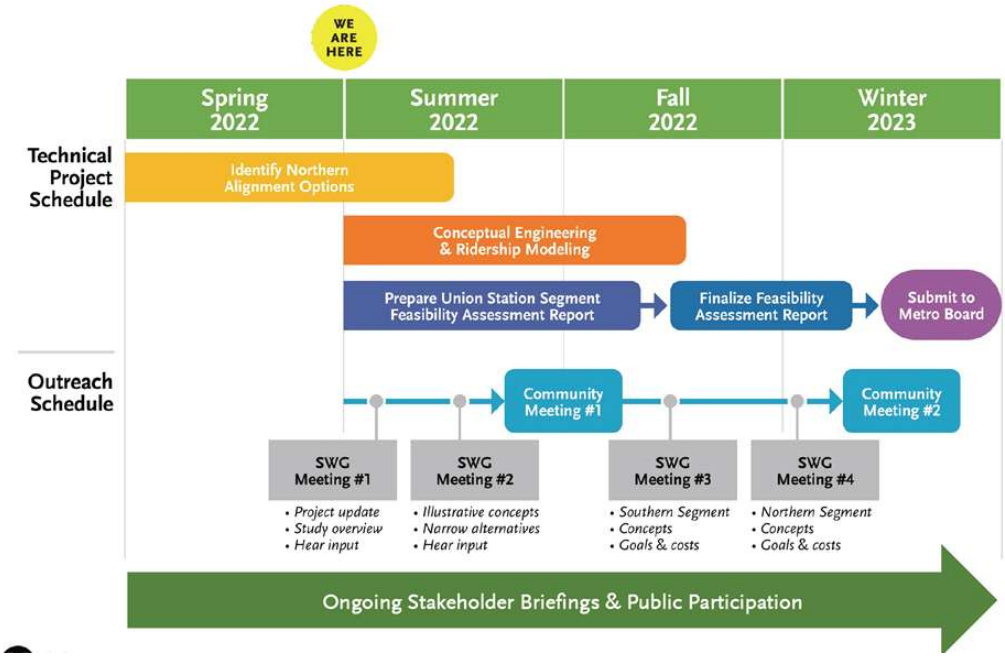
The two efforts, their respective progress, and critical next steps are described below.

A. Slauson/A Line to LAUS Study completion by Winter 2023

As outlined in the January 2022 Board motion and to deliver a “one-seat” ride to Los Angeles Union Station, Staff is working with downtown stakeholders to explore possibilities for a cost-effective alignment for the Slauson/A Line to Los Angeles Union Station (LAUS) segment. **Exhibit A** shows the summary schedule of the study. Staff held the first Stakeholder Working Group (SWG) meeting on June 21, 2022. The SWG consists of representatives of various businesses, residents, neighborhood councils, and the Business Improvement District. Staff heard comments from various stakeholder representatives and their feedback is being considered as the study advances. Activities next month include:

- Meet with Arts/Industrial District property owners to explore opportunities
- Meet with the City of LA planning/mobility team to understand plans and vision for Alameda Street

Exhibit A: Slauson/A Line to LAUS Study Summary Schedule



B. Slauson/A Line to Artesia (14.8-mile Initial Segment) opening by 2033/35

The West Santa Ana Branch (WSAB) corridor and project alignment present numerous challenges due to both the technical complexity of the project and the complexity of stakeholders throughout the site. There are multiple cities and third parties with which Metro is continuing to coordinate to resolve a variety of design issues. These challenges led Metro to approach the project through an integrated, coordinated, multidisciplinary strategy to ensure all these moving parts fit together into a cohesive, successful plan.

In accordance with the Board LPA decision in January 2022, staff is continuing to work on delivering the initial segment by FY33/35, which is driven by development and coordination of several workstreams. While some of these workstreams typically would be executed sequentially, Metro staff has developed a strategy to overlap certain efforts to accelerate the delivery of the project to the extent possible, without risking the environmental clearance effort.

Exhibit B shows a summary of the schedule following environmental clearance and a Record of Decision (ROD). Exhibit C provides a more detailed schedule, showing the overlapping planning and environmental workstreams and respective milestones.

Exhibit B: Initial Segment Project Summary Schedule

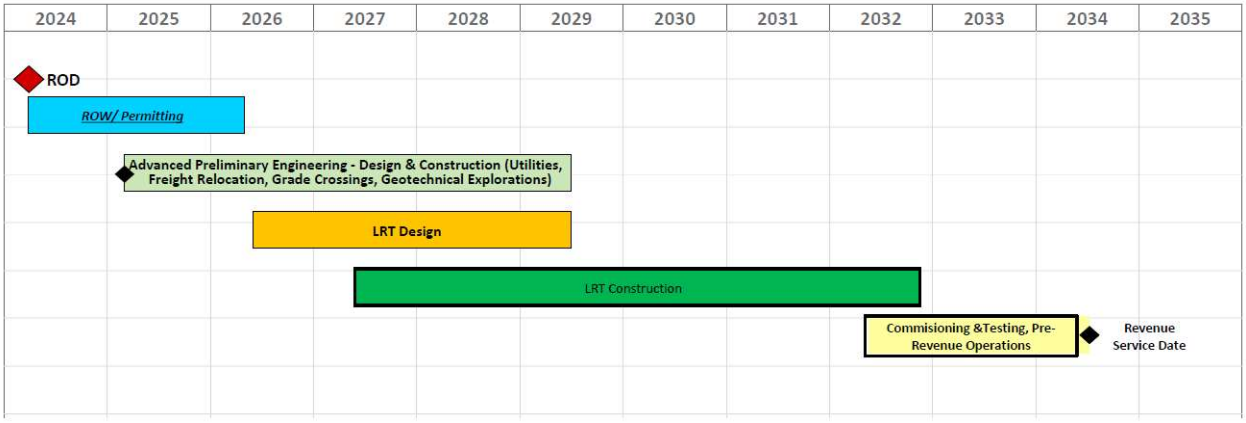
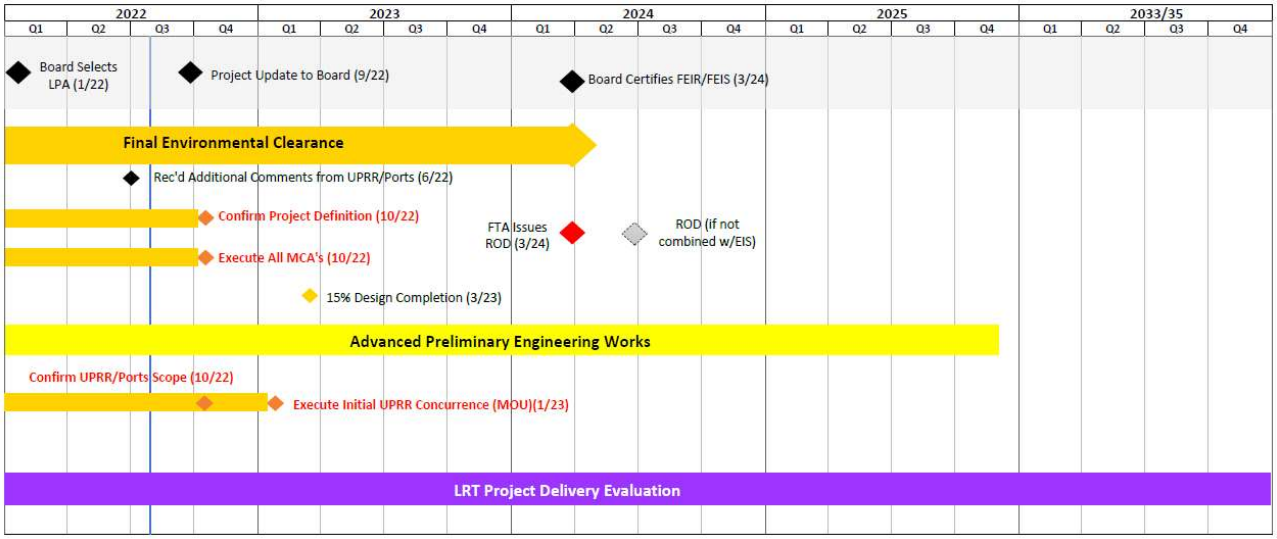


Exhibit C: Initial Segment Project Roadmap



The key workstreams shown are described below:

1) **Final Environmental Clearance**: Environmental clearance is a precursor to any final design, ROW acquisition/relocation process, or construction activities, and therefore drives the overall project schedule. To advance environmental analyses as required by CEQA (and NEPA), coordination with third parties provides critical input toward confirming project definition and laying the groundwork for future permitting processes by cities, various agencies, and key stakeholders, including Union Pacific Railroad (UPRR), Ports of Los Angeles and Long Beach (Ports), Caltrans, and the California Public Utilities Commission (grade crossings).

2) **Advanced Preliminary Engineering (PE) Works**: Certain project components have been identified as critical elements which need to be planned strategically and executed successfully to minimize risk to the overall project cost and schedule. These components

require longer lead times and/or higher levels of design and thus necessitate earlier practice of due diligence/intervention to reduce overall risk to the project. These items will be packaged together within the project's "Advanced PE" which will be separately procured and constructed prior to the LRT procurement.

The scope of the Advanced PE procurements is expected to include design and construction of the following elements:

- advanced utility investigations and relocation,
- geotechnical investigations and explorations,
- grade crossings,
- freight rail relocation, and
- improvements at the C (Green) Line and I-105 bridge junction which requires close coordination with the I-105 Express Lanes Project.

Managing these high-risk items (many of which will require third-party agreements) in the Advanced PE stage, will minimize future uncertainty and is expected to provide opportunities for cost and schedule control under the future LRT contract.

3) **Evaluation of LRT Project Delivery Method:** While staff continues to work with the Cities and various key stakeholders to address their comments on the alignment and confirm project definition, Metro continues to advance key components to support an informed decision on the delivery method for the light rail scope. Implementing the Advanced PE scope will provide more certainty with the status of third-party agreements and will lead to better pricing, reduced risk, schedule certainty, and cost containment.

   To ensure the initial segment opens by FY33/35, staff continues to focus on three parallel workstreams. The roadmap shown in Exhibit C shows the key upcoming milestones that must be accomplished in the next months in order to maintain the overall project schedule.

The following section provides a detailed update on each of these 3 parallel workstreams, with corresponding key intermediate targeted deadlines:

1. **Final Environmental Clearance: Confirm Project Definition by October 2022**
   Since the Board's selection of the LPA in January, staff has been working with third parties, including various cities and agencies to resolve the comments they provided as part of the Draft EIS/R. This input is critical for confirming a final project definition/design to be used as the basis for the Final EIS/R.

   Since January 2022, staff has held 17 meetings with corridor cities, and 36 meetings with UPRR, Ports of Los Angeles and Long Beach, CPUC, Caltrans, Eco-Rapid and other key stakeholders. Comments received - both during the formal commenting period as well as afterward - cover a wide range of topics, including additional traffic analysis and mitigation,

parking capacity, noise/vibration analysis and mitigation, vertical profile, and other issues. Of particular note, new design comments were received from Union Pacific Railroad (UPRR) and the Ports of Los Angeles and Long Beach (Ports) in June 2022, that will require continued coordination to resolve design concerns and develop the Project definition, now anticipated at the end of October 2022. Staff currently is conducting studies to address these comments, and Exhibit D (below) summarizes all comments requiring resolution before analysis may begin for the Final EIS/R.

Exhibit D: Agencies Comments Matrix

Agencies	Key Comments/Coordination	Status
State Historic Preservation Officer (SHPO)	• Comments received on the Draft EIS/EIR and corresponding design refinements are resulting in some changes to the Area of Potential Effects (APE) • The document will need to be updated and ultimately submitted to SHPO again for concurrence on the updated Area of Potential Effects and eligibility assessments.	• Concurrence from the State Historic Preservation Officer will be required prior to finalization of the Final EIS/R • Final EIS/R schedule assumes one-round of review.
CPUC	• Additional analysis to evaluate noise, vibration, and/or traffic impacts associated with at-gate crossings •	• Staff is developing a memo/analysis to determine if unmitigated noise impacts can be further minimized: bells, shrouds, civil/operational vs design speeds
Caltrans	• I-105 Freeway bridges historic feature impact determination	• Staff is updating analysis based on documentation provided by Caltrans for CEQA exemption
Eco-Rapid	• Traffic, parking and other comments similar to those received from individual cities	• Staff is working with the applicable cities on the comments and Eco-Rapid

UPRR (being incorporated)	• Requested to swap light rail and freight tracks along the La Habra Branch in Huntington Park. • Requested access to an abandoned spur on the northern side of the ROW • Requested modifying the Paramount High School pedestrian crossing to an aerial bridge • Requested consolidating parking at I-105/C Line Station on eastside of alignment	• Confirmed incorporation of the requested changes could be achieved. • Final design & analysis will reflect these changes
UPRR/Port of LB (additional studies)	• Analyze potential for aerial configuration along 6-mile SP Sub to preserve future for a second freight mainline	• Design option/analysis is underway
UPRR (additional constraints memos)	• Street Grade-separations to accommodate for freight growth • Additional inactive or future spurs access accommodation	• Issues/ challenges evaluation is underway
Multiple Cities	• Additional transit parking or increases in capacity • Loss of on-street parking and spillover parking	• Transit Parking Study to review parking locations and capacity along LPA alignment
Artesia	• Comments related to 187th /186th Streets closures drive by CPUC feedback • Parking structure access & alley design	• Alternative design developed to keep crossing open; upcoming meeting with CPUC and City of Artesia to discuss and resolve this topic • Design options and related traffic impacts analysis underway related to parking structure access
Cerritos	• Cut & cover segment • Relocate TPSS outside City boundaries • Different traffic methodology/thresholds & additional intersection	• Underway to be completed by September • Staff is evaluating alternative sites • Staff is reviewing this request and providing additional information to determine consistency with current methodology

Bellflower	• Realign driveway to the MSF facility • Requested traffic monitoring along Bellflower Boulevard after line opens to verify no traffic impacts • Different traffic methodology/thresholds & additional intersection analysis	• Staff has prepared concept has shared with City • Staff is reviewing practices on other projects but has informed the City about the need for a consistent methodology across the corridor • Staff is reviewing this request to determine consistency with current methodology
Paramount	• Higher soundwalls (8 vs 16ft) • New station access location for I-105/C Line Station	• Noise analysis to evaluate this request • Design concept has been developed showing challenges associated with this shift and shared with City
South Gate	• Comment related to truck traffic circulation along Dakota Avenue and Main Street • Different traffic methodology/thresholds mitigations, & additional intersection	• Staff submitted circulation exhibit and information related to diverted trips are expected due to the conversion of Dakota Avenue to one-way • Staff is reviewing this request and providing additional information to determine consistency with current methodology
Cudahy	• Different traffic methodology/thresholds mitigation & additional intersection	• Staff is reviewing this request and providing additional information to determine consistency with current methodology
Huntington Park	• Traffic mitigation concerns; requesting additional closures • Several proposed locations of TPSS sites conflict	• Field visit on July 19, 2022, looked at each location with traffic mitigation; Consider closing 3 crossings. A traffic study will be prepared to determine if impacts would result from rerouting • Forthcoming TPSS memo to evaluate alternative sites

In addition to agency and city comments above, as part of Motion 10, the Board directed staff to conduct an assessment of the above-grade/aerial sections of the LPA segment where cut-and-cover could be constructed at a lower cost. Staff is currently working to finalize this cut-and-cover analysis for internal review and will provide a report of the final findings to the Board later this Fall. The six locations analyzed include:

1. Randolph to San Pedro (Huntington Park)

2. Firestone/Atlantic (South Gate)
3. Imperial/Garfield (South Gate)
4. Paramount/Rosecrans/Downey (Paramount)
5. Flower/Woodruff (Bellflower)
6. 183rd/Gridley (Cerritos-Artesia)

Initial findings have identified both minor and major utility conflicts for each location requiring deep cut-and-cover profiles and likely ROW impacts that would result in additional cost, schedule and constructability issues. Changes to project definition resulting from this analysis are expected to(1) require rework, reanalysis and extensive edits to technical reports and sections of the environmental document, and (2) have a downstream impact on the project's environmental and delivery schedule.

In considering adjacent development potential and in response to Board request, staff provided a Board Box memo in August summarizing the findings of the Rio Hondo Confluence Station Feasibility Study. Consistent with Board direction and as described in the memo, a future Confluence Station with a side platform configuration is a technically feasible option but presents some critical challenges. These challenges will need to be addressed, including the high cost of the station, the need to identify funding, and the uncertain timing of future supportive development projects in the area before determining the next steps for the station. In the interim, however, the WSAB LRT project will continue to make accommodations as part of the LRT alignment so as not to preclude this future side platform station in the Rio Hondo/LA River Confluence area.

2. Advanced Preliminary Engineering Works

While Metro transit projects typically complete environmental clearance and Advanced Conceptual Engineering (i.e., 10-15% design) before conducting Advanced Preliminary Engineering, in the case of WSAB, staff is conducting parallel multiple work streams to address risks earlier. As agencies across the country are implementing similar practices, and as Metro staff has developed a set of strategies for early intervention on major projects like WSAB, the Advanced PE work is expected to produce better inputs for budgeting and for on time delivery.

The following items, which typically would not be addressed with technical certainty until after certification of the Final EIR/S, will instead be conducted in parallel to the environmental and planning effort:

- Third party agreements - resolution will reduce the likelihood of scope changes and therefore reduce risk of supplemental environmental documentation, schedule delays and cost increases.
- Utility conflicts - implementing a robust plan to identify and confirm utility conflicts in advance of procurement will reduce risk, schedule impacts, and cost overruns.
- Geotechnical subsurface explorations - early confirmation of soil condition reduces risk to the final design and potential schedule delays or cost increases due to unforeseen or differing site conditions.

Third-Party Agreements

In addition to the environmental items, other key variables that will contribute to the project's overall ability to meet the desired project timeline include, but are not limited to, achieving the following third-party agreements:

- Executing Master Cooperative Agreements (MCAs) with corridor cities
- Executing Memorandum of Understanding (MOU) with UPRR & Ports

i. Execute MCAs with Cities by October 2022

As of August 2022, MCAs have been executed between Metro and the cities of Bell, Cudahy, Downey, Huntington Park, Paramount, and South Gate. Additionally, the cities of Artesia and Cudahy are anticipated to approve the MCAs at their September City Council meetings. The following table shows the status of the MCAs:

City	City Council Approval of MCA
Artesia*	09/13/2022
ü Bell	11/18/2020
Bellflower	--
Cerritos	--
Cudahy*	09/06/2022
ü Downey	09/22/2020
ü Huntington Park	02/04/2021
ü Paramount	09/01/2020
ü South Gate	07/13/2022
Vernon	--

To address the Metro Board's June 2022 motion establishing the Land Bank Pilot Partnership with Los Angeles County, the MCA recitals have been updated to include an additional disclaimer for clarity. The recital states that the MCA is not a contract or a commitment of any kind by the City to the LACMTA Board's Land Bank Pilot Partnership with Los Angeles County and does not commit the City to enter into negotiations, or to accept any part of the terms of the Land Bank Pilot Partnership. The City disclaims any liability arising out of or related to the Land Bank Pilot Partnership Motion under this Agreement.

Signing the MCAs with the corridor cities facilitates the advancement, development and future implementation of the WSAB Project. Failure to execute the MCAs with the remaining cities by Fall 2022 would lead to delays to the completion of the project design and start of construction and would increase project costs.

ii. UPRR & Ports MOU

Another key variable to meet the project timeline is concurrence from UPRR/Ports on initial technical issues of the design within the shared corridor. Staff has held two site visits with UPRR staff (January 27th and July 12th) to review the project design and address questions and comments.

To continue to memorialize the development of the scope among our respective teams, Metro staff are anticipating the following milestones:

a. Initial Memorandum of Understanding (MOU) reflecting proof of concept, to be executed in Winter 2023 (or prior to reaching the 30% level of design).To execute this MOU, staff anticipates the completion of additional studies, completion of constraints memo addressing freight needs, and resolution of key design issues by October 2022
b. Final MOU, to be signed at 30% Design, establishing a structure for the Construction and Maintenance Agreement

3. Initial LRT project delivery evaluation

In April 2022, Metro staff informed the Board of a recommended a project delivery strategy to be presented in September 2022. However, that plan had assumed Metro would be ready to initiate a procurement in early 2023, which is no longer the case as Metro continues to receive additional comments from various key stakeholders six months after the Board adopted the LPA. It is industry practice and in Metro's best interest to initiate procurement when there is certainty around the scope, third party agreements, and funding opportunities.

Since April 2022, staff has evaluated and determined that the Construction Manager/General Contractor (CM/GC) is an optimal contract model for the Advanced Preliminary Engineering scope while continuing to look at different alternative delivery models including a potential Design-Build-Finance-Operate-Maintain (DBFOM) Public-Private-Partnership (P3) to deliver the light rail scope. While Metro is currently not in the position to confirm the certainty of a specific procurement model, staff is continuing to advance key components in the Advanced PE scope, which will help the agency make an informed choice on the best delivery model.

Updated Cost Forecast and Early Intervention Team Engagement

In June 2022, Metro staff was directed to examine various methods for cost estimation, reporting and management action plans. In response to Directors Sandoval and Dupont-Walker's motions, staff has formed an Early Intervention Team (EIT) and as an agency-wide practice, has committed to implementing new strategies for identifying costs earlier in project development. To that effect, staff has re-evaluated WSAB project cost forecasts as a timely exercise in implementing EIT recommendations, as presented below.

When the Board adopted the LPA in January 2022 the cost estimate as presented in the Draft EIS/EIR ranged between $4.9B to $5.1B (expressed in 2020 dollars), with the range due to options for the location of the maintenance storage facility (MSF). The Board approved the Bellflower MSF which aligned with the lower range cost estimate.

In February 2022, Metro entered the New Starts program and the Project Development phase. Since then, and given the EIT recommendations, Metro staff has re-evaluated the forecasted Project cost by considering the following factors:

- Contingency. Regardless of project scope changes, project risks at this time are of both known and unknown. Staff has developed new contingency factors to align with anticipated FTA oversight procedures that enable consideration for New Starts. The higher risk contingencies align with the current phase of the project and the corresponding level of design completion.

- Escalation to year of expenditure. Because cost estimates were reported in current year dollars and were not based on project delivery schedule, staff has escalated the cost figures to year of expenditure.
- Accuracy of estimation. Due to potential volatility of project costs for early phases of design, the team has applied an upper bound range of +30%, in accordance with industry best practice developed by the Association for Advancement of Cost Engineering (AACE). This is also consistent with the EIT recommendation of evaluating cost forecasts in ranges to reflect uncertainty in the early planning and design phases. These factors resulted in an updated project forecast range of $7B to $9B, inclusive of current construction market escalation costs..

In an effort to identify opportunities to control and reduce the project costs, Metro will continue to work with local stakeholders (refer to table) to firm up all aspects of the current project scope, while also identifying additional ways to improve upon the current cost and schedule forecast. Metro will also leverage the recently formed Early Intervention Team (EIT) to explore and validate opportunities to control costs, including confirmation of project scope, project delivery methods and funding strategies.

Funding Plan

Metro continues to seek federal New Starts funding for the project of up to one-half of the project cost. Metro applied for the New Starts funding in late 2021 and was accepted into the "Project Development" phase by the FTA in February 2022, which is the first phase of this multi-year grant process. Metro staff will continue to work with FTA as they review the scope, estimated cost, and schedule of the project, and as they evaluate Metro's financial capacity to build and operate the project.

Metro is seeking additional grant funds for the project and earlier this year received a $1 million federal earmark for FY 2022. Metro also applied for a $400 million federal "Mega" grant in May 2022 that is still under review by the FTA. Metro applied for a $1.0 billion Transit and Intercity Rail Capital Project (TIRCP) grant in March 2022 but was not successful with this grant application given restrictions on projects that previously received TIRCP funds. However, due to legislation enacted in June 2022 resulting from the State budget surplus, $900 million of TIRCP funds designated solely for Southern California will be available later this fall and Metro may apply for this cycle of TIRCP funding. This cycle will prioritize funding for projects that have already received TIRCP funds and that leverage federal Capital Investment Grants like New Starts. WSAB will require additional State funding beyond the fall 2022 TIRCP cycle and will request funding from approximately $900 million in FY 2023 that is for high-priority transit projects Southern California, and $2.0 billion in both FY 2024 and FY 2025 that will be allocated to Los Angeles County by population for transit and intercity rail capital projects.

The current funding plan includes a 3% local agency funding contribution from the WSAB cities with stations in their jurisdiction, in accordance with the Measure M sales tax ordinance. The source of funding for the 3% contribution has not been determined and Metro continues to work with the cities to evaluate and implement value capture taxing districts to help fund the 3% requirement.

The current funding plan relies on approximately $1.0 billion of Measure M sales tax debt that may be issued by Metro, if staff deems the debt necessary to meet the cash flow needs of the project. Metro has also evaluated the use of private financing; in the event the project is delivered using a DBFOM approach. However, the use of private financing is not expected to materially change the funding plan as the other identified sources would still be needed to fund the project and the private financing will not add to those sources. The private financing (including equity funding) may come with a higher interest rate or rate of return than Metro debt and will be considered primarily as a mechanism to transfer completion and operating risk to the private developer.

…Equity_Section
EQUITY SECTION

This Project will benefit communities through the addition of a new high-quality reliable transit service which will increase mobility and connectivity for the historically underserved and transit-dependent communities in the corridor. The WSAB Transit Corridor is comprised largely by Environmental Justice (EJ) communities. In 2017 (the first year of environmental analysis), minority residents comprised 65 percent of the total Study Area population, with Hispanic/Latino groups alone accounting for 51 percent of the total population. In addition, 44 percent of Study Area residents live

below the poverty level, which is higher than the county average of 33 percent.

Since initiating the Project study, staff has conducted extensive outreach efforts for corridor communities, and has continued to engage project stakeholders through a variety of forums, platforms, languages, and access methods, including special outreach efforts to reach out to people of color, low income, and limited English proficiency populations, and persons with disabilities. Project development has been directly influenced by this engagement, as discussed above. Metro staff will continue to reengage communities as a part of the completion of the final environmental document, as well as the Slauson/A Line to LAUS Study, to help define the project, including alignment profile, station locations, and design.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Project supports the following strategic plan goals identified in Vision 2028: Goal 1: Provide high-quality mobility options that enable people to spend less time traveling, Goal 3: Enhance communities and lives through mobility and access to opportunity and Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization.

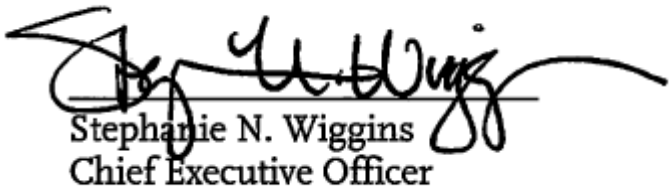
NEXT STEPS

Staff will continue to make progress on the final environmental document and additional technical studies.

-

Prepared by: Meghna Khanna, Senior Director, Countywide Planning & Development, (213) 922-3931
June Susilo, DEO, Program Management, (562) 524-0532
Dolores Roybal, DEO, Countywide Planning & Development, (213) 922-3024
Allison Yoh, EO, Countywide Planning & Development, (213) 922-4812
Craig Hoshijima, EO, Countywide Planning & Development, (213) 418-3384
David Mieger, SEO, Countywide Planning & Development, (213) 922-3040
Andrew Quinn, DEO, Office of Strategic Innovation, (213) 418-3207

Reviewed by: James de la Loza, Chief Planning Officer, (213) 922-2920
Bryan Pennington, Chief Program Management Officer, (213) 922-7449
Sharon Gookin, Deputy Chief Executive Officer, (213) 418.3101



Stephanie N. Wiggins
Chief Executive Officer

Next stop: new rail to southeast LA County.

WEST SANTA ANA BRANCH TRANSIT CORRIDOR



Project Update

Planning & Programming Committee

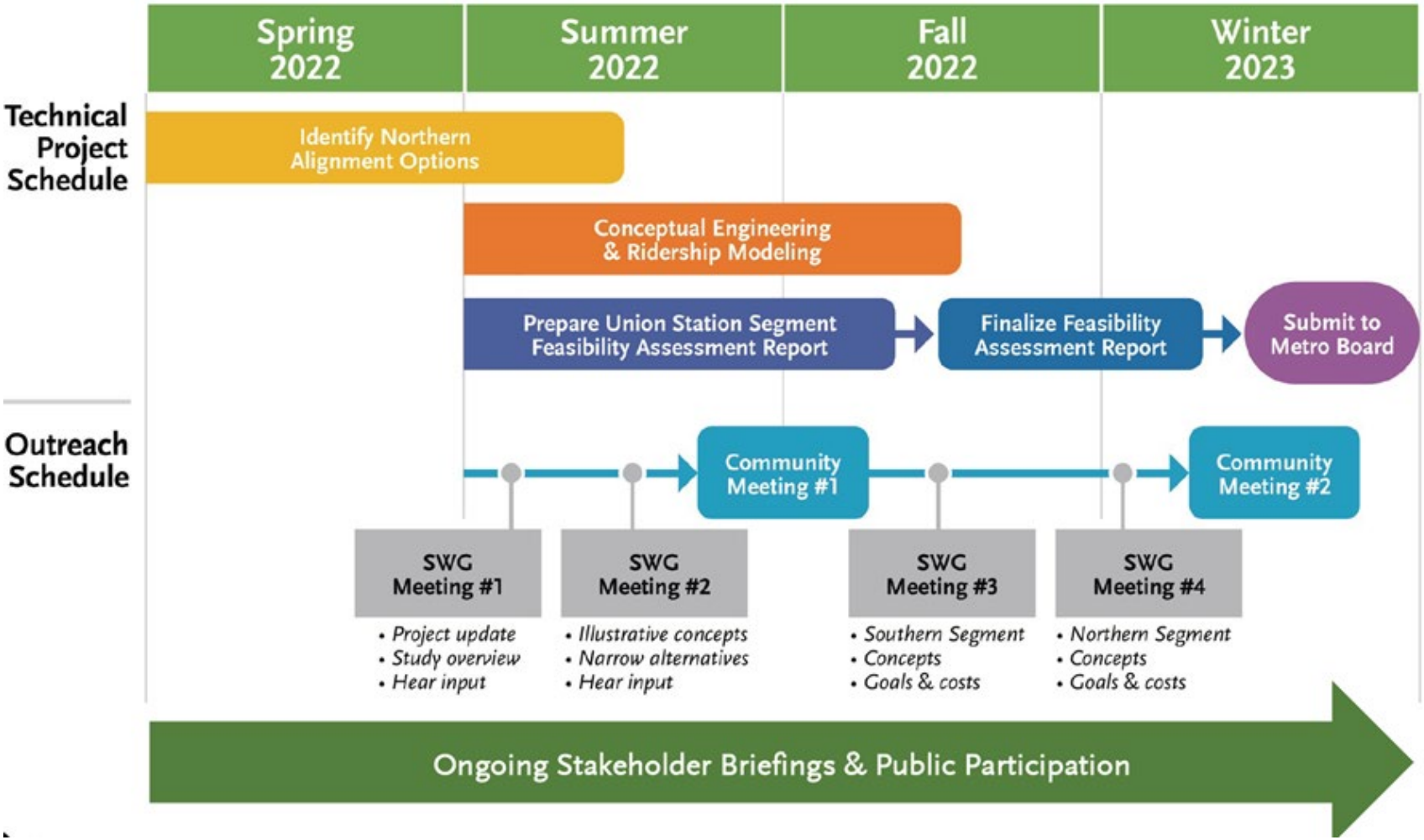
SEPTEMBER 14, 2022

Metro

RECOMMENDATION

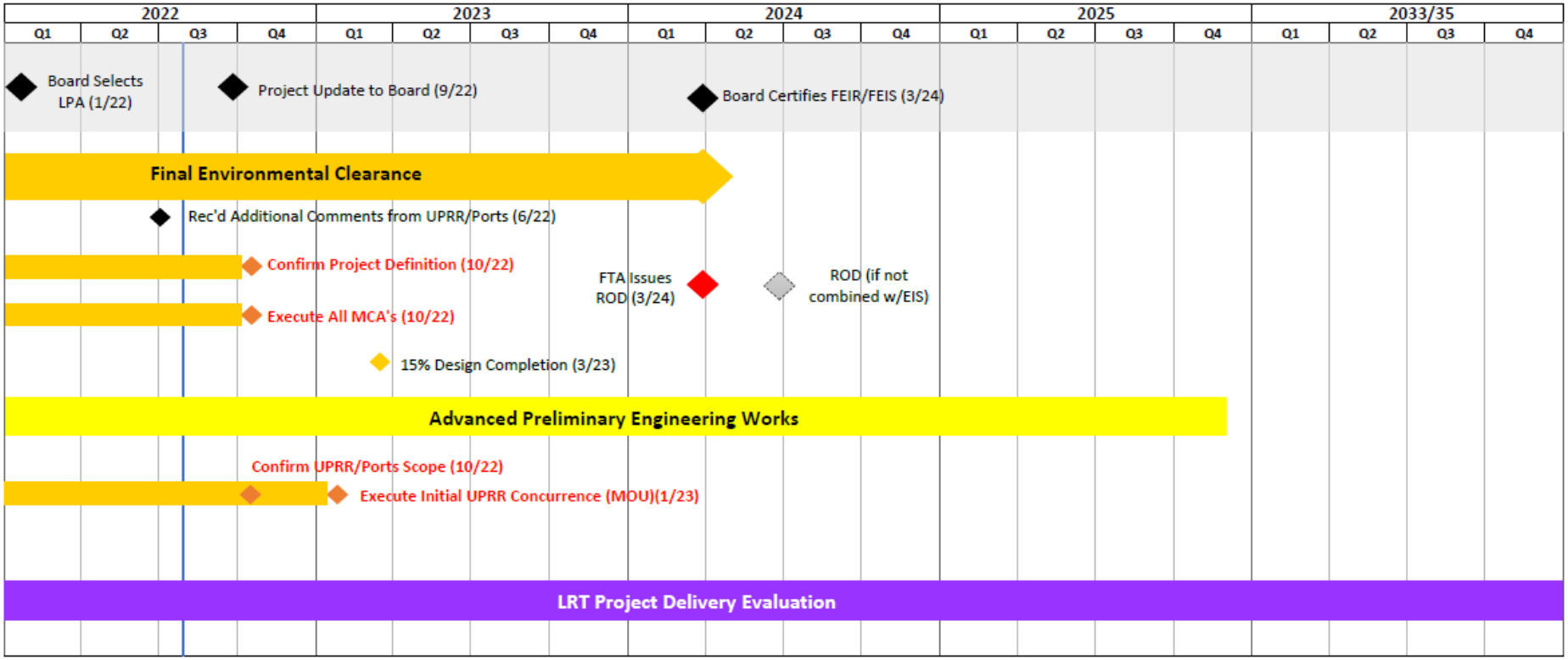
1. AUTHORIZE and delegate authority to the Chief Executive Officer (CEO) or their designee to negotiate and execute all necessary agreements between Los Angeles County Metropolitan Authority (Metro) and the Gateway Cities Council of Governments (Gateway Cities COG) to fund the Gateway Cities Consultant to support the WSAB City Manager TAC efforts for a one-year term.
2. RECEIVE AND FILE project update on the West Santa Ana Branch (WSAB) Transit Corridor Project

A. Slauson/A Line to LAUS Study completion by Winter 2023



Metro

B. Slauson/A Line to Artesia (14.8-mile Initial Segment) by 2033/35 Upcoming Key Milestones



Key upcoming milestones

1. Confirm Project Definition by October 2022
2. Execute Master Cooperative Agreements (MCAs) with Corridor Cities by October 2022
3. Initial "proof of Concept" MOU with UPRR/Ports by Winter 2023

Metro

WSAB Parallel Workstreams

1. Final Environmental Clearance: Confirm Project Definition by October 2022

- UPRR/Ports: New design comments received on June 18, 2022
- Cities & agencies: a wide range of comments, including additional traffic analysis and mitigation, parking capacity, noise/vibration analysis & mitigation, vertical profile, and other issues
- Staff is currently conducting several additional design studies to address many of these comments
- Complete cut & cover analysis by September

2. Advanced Preliminary Engineering Works: Early Due Diligence/ Early intervention

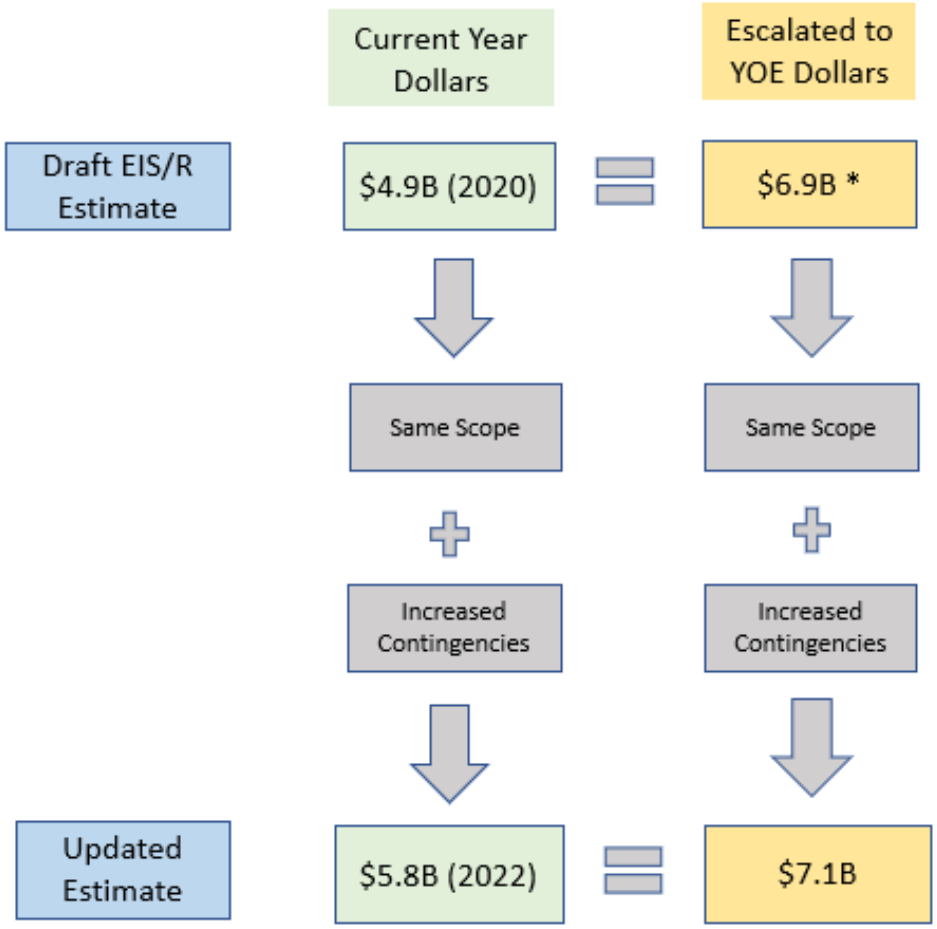
- Third party agreements
  - MCAs with corridor cities by October 2022
  - Initial "Proof of Concept" MOU with UPRR & Ports by January 2023
- Utility conflicts: identify and confirm
- Geotechnical subsurface explorations: early confirmation of soils condition
- Freight relocation

3. Initial LRT project delivery evaluation

- Advance PE Scope: Construction Manager/General Contractor (CM/GC)
- LRT Scope: Continuing to explore different alternative delivery models including a potential Design-Build-Finance-Operate-Maintain (DBFOM) Public-Private-Partnership (P3)

Project Cost Estimate Update

- The DEIS/R project cost is $4.9B in current dollars.
- In December 2021 Metro submitted a funding plan to Metro Board based on DEIS/R cost and included inflation to year-of-expenditure (YOE). Total project cost including inflation was estimated at $6.9B.
- Since the Board's approval of Alt 3 as the LPA, staff revised the DEIS/R estimate of $4.9B to include larger contingency which aligns with lessons learned from recent projects with FTA oversight ==> $5.8B in 2022 dollars, which when projected to corresponding YOE resulted in ==> $7.1B.
- Recognizing industry best practices for estimating projects with this level of design and remaining uncertainty, staff would apply an upper bound of 30% as costs that may need to be considered. This would result in YOE costs of $9B, which would be untenable for the project.
- To ensure the project remains at a fundable level, staff will continue to work with stakeholders in the coming month to confirm acceptability of current project scope.
- Updating the estimate based upon the above factors is an element of our Early Intervention tools to ensure transparency to the Board.



* Included in the Funding Plan as submitted to Metro Board in Dec 2021

Metro

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

File #: 2022-0552, **File Type:** Policy **Agenda Number:** 13.

PLANNING AND PROGRAMMING COMMITTEE
SEPTEMBER 14, 2022

SUBJECT: I-405 COMPREHENSIVE MULTIMODAL CORRIDOR PLAN (CMCP)

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER adoption of the I-405 Comprehensive Multimodal Corridor Plan (Attachment A).

ISSUE

Metro must prepare and adopt a qualifying Comprehensive Multimodal Corridor Plan (CMCP) as a prerequisite to compete for and secure a portion of the $250 million in state funding made available annually through the Senate Bill (SB) 1 Solutions for Congested Corridors Program (SCCP). The next two-year funding cycle valued at $500 million will initiate a call for projects in Fall 2022.
The Draft I-405 CMCP was released in May 2022 for a 31-day public review and comment period. Staff have updated the final I-405 CMCP based on feedback received and are seeking Board adoption of the I-405 CMCP in order to have a qualifying plan in time for the upcoming 2022 SCCP funding cycle.

BACKGROUND

Requirements for a CMCP

SB 1 stipulated that projects funded by the SCCP be included in a qualifying CMCP. In December 2018, the California Transportation Commission (CTC) developed guidelines to direct and specify what is required for CMCPs to qualify as eligible planning documents. CMCP Guidelines are designed to be flexible and context-specific. At a minimum, a CMCP must meet the statutory requirements in the Streets and Highways Code (SHC) to:

1. Be designed to reduce congestion in highly traveled corridors by providing more transportation choices for residents, commuters, and visitors to the area of the corridor while preserving the character of the local community and creating opportunities for neighborhood enhancement projects. [SHC 2391]
2. Reflect a comprehensive approach to addressing congestion and quality-of-life issues within the affected corridor through investment in transportation and related environmental solutions. [SHC 2392]
3. Be developed in collaboration with state, regional, and local partners. [SHC 2392]

4. Evaluate the following criteria as applicable [SHC 2394]
    - Safety
    - Congestion
    - Accessibility
    - Economic Development and Job Creation and Retention
    - Air Quality and Greenhouse Gas Emissions Reduction
    - Efficient Land Use
5. Be consistent with the goals and objectives of the Regional Transportation Plan [SHC 2393].

In addition to these statutory criteria, all SCCP applications will need to include the CTC's CMCP checklist in order to demonstrate that the qualifying CMCP overwhelmingly satisfies several elements and considerations such as the discussion of travel options for all modes within the corridor; recommendations for multimodal improvements; implementation timeline for short, medium, and long -term projects; and demonstration of stakeholder engagement in the CMCP's development. The full checklist is included in Attachment B.

DISCUSSION

I-405 CMCP Overview

The I-405 CMCP is anchored by the full 48 miles of the I-405 highway in LA County, but the Plan's multimodal approach requires a more expansive study area that extends three miles in every direction of the I-405 freeway. The Plan meets and exceeds the statutory requirements for a qualifying CMCP by presenting a holistic corridor vision with clear improvement strategies that represent and align with Metro's established policies to help advance our progress on the Plan's five goals to improve mobility and accessibility, advance equity, support economic vitality, achieve sustainability and enhance safety for the communities within the study area.

The CMCP consists of five key elements:

- a corridor assessment that examines the conditions, challenges and needs of the corridor's multimodal transportation system and communities
- defined plan goals that integrate and build on goals established by Metro and the state
- a comprehensive list of multimodal projects for the corridor planned by Metro, Caltrans, and other local partners
- a project evaluation that assesses projects against the CMCP goals as well as the criteria for SCCP; and

- improvement strategies that identify near-, mid-, and long-term actions that will guide the plan's implementation upon adoption.

The intent of the CMCP is to provide Metro and our partners with a near-term roadmap to guide the collaboration, delivery, and implementation of projects that will achieve the multiple objectives of the CMCP and improve and better integrate the shared-use, multimodal transportation system in the I-405 Corridor area.

SCCP Grant Considerations Informed by the CMCP

The Plan is a qualifying document that will support the eligibility of shovel-ready and competitive candidates for SCCP for multiple cycles of funding (Cycles 3, 4 and 5). Project competitiveness and readiness considerations are informed by the CMCP's project evaluation and tiering. Projects were tiered based on their alignment with CMCP goals and project readiness factors. Top-tier projects are those that best and most broadly support the five goal areas of the CMCP and can satisfy numerous project readiness factors. Tier 1 and Tier 2A address CMCP goals broadly; however, Tier 1 projects are more near-term and, therefore, likely to be eligible for SCCP compared to Tier 2A. Tier 2B and 3 are not as comprehensive in their benefits but may deliver on one or two of the SCCP goals. Tier 2B projects are more-timely, while Tier 3 projects are not. Metro will only consider Tier 1 and 2B projects for Solutions for Congested Corridors. Tier 2B projects will only be pursued if projects can be packaged or satisfactorily augmented to deliver a more complete suite of benefits. Metro will assess Tier 1 and 2B projects for each funding cycle using the Board-adopted Evaluative Criteria Framework to make eligibility and strategic grant determinations for the current grant funding cycle.

To the extent that the CMCP's goals mirror the criteria and objectives of other state and federal funding opportunities, the Plan and evaluation will help Metro and partners identify corridor projects that could be competitive for other funding opportunities.

Project Advancement through the CMCP

The CMCP does not directly advance projects or make specific project scope and delivery determinations. Metro, as the preparer of the CMCP, is required to identify the various modal improvements planned for the corridor area by Metro and other partner agencies, whether those projects are in concept, under study, in design, or in implementation. Metro's adoption of the CMCP is neither an endorsement of nor a commitment to the full list of projects included in the CMCP.

All projects included in the CMCP project list are subject to independent project development processes led by the project implementing agency such as Metro, Caltrans or local jurisdictions. Inclusion in the CMCP does not negate, override, or prejudice these independent project development processes. Any final determinations on individual project scope elements, technologies, and alignments will be guided by stakeholder input during that phase. Additionally, for those Metro-delivered projects, all will be developed in accordance with Metro's Equity Platform and other policies. Further, all highway improvements Metro plans, funds, and implements will be developed and considered through the board-adopted Multimodal Highway Investment Objectives policy, which will further inform what projects will be submitted for discretionary grant opportunities.

As projects undergo the planning, analyses, and stakeholder engagement activities, projects included

in the CMCP will become more defined in scope, benefits, schedule, and cost. As Metro and partners advance projects through these development phases, a project's tier could shift. Staff will update the project list and evaluation every two years in parallel with the SB 1 SCCP funding cycle.

Plan Outreach

Stakeholder engagement and feedback received throughout plan development shaped the I-405 CMCP. Stakeholders from 87 different agencies and organizations were involved in the development of this plan, including corridor partners, community-based organizations (CBOs), Councils of Governments (COGs), local jurisdictions, transit agencies, private sector stakeholders, and others. Various engagement activities generated input and feedback including the project's advisory committee comprised of key corridor stakeholders; focus group discussions and stakeholder interviews with local CBOs, municipal transit agencies, academic institutions and regional transportation facilities; a bilingual public survey targeting transit users, pedestrians, cyclists, and drivers along the corridor; discussions and briefings with corridor stakeholders; as well as two virtual public community meetings and public comment submissions. Feedback generated through these stakeholder engagement activities helped ground truth the understanding of corridor challenges and needs, identify multimodal projects in the corridor area, define corridor goals, formulate the project evaluation methodology, align evaluation metrics to the goals, and inform and guide the proposed improvement strategies. A stakeholder engagement summary can be found in Attachment A.

I-405 CMCP Public Comment Period

In May 2022, staff released the draft I-405 CMCP for a 31-day public comment period to gather community feedback and input to help inform the final I-405 CMCP. Metro hosted two virtual community meetings on Wednesday, May 25, 2022, and Wednesday, June 1, 2022. The meetings reviewed details of the I-405 CMCP and answered questions from the public regarding the plan. Spanish translation was provided at both meetings.

Staff took a multilayered approach to notify the public of the virtual public meetings and provide opportunities to engage with and comment on the CMCP. Staff conducted a phone and text campaign reaching over 88,000 landline and mobile phones within Equity Focus Communities (EFCs) to inform residents about the virtual community meetings and the Plan. An official press release was issued to alert local media and posts were included on Metro's The Source and El Pasajero blogs. Both virtual community meetings were promoted through social media advertising campaigns and email campaigns. Lastly, a social media/newsletter toolkit was developed and distributed to local partners to help spread the word about the meetings and draft CMCP. As a result, Metro received over 115 public comment submissions during the public comment period, which were further disaggregated by comment components into a total of 344 comments. Additionally, approximately 160 members of the public attended a public meeting to learn more about the CMCP. All comments received were considered and responded to, with many comments leading to updates and refinements to the Final I -405 CMCP (see Appendix C of Attachment A).

DETERMINATION OF SAFETY IMPACT

Adoption of the CMCP does not have an immediate safety impact to the Metro System. However,

through plan implementation, the CMCP will support projects that enhance the safety for all modes in the I-405 Corridor area.

FINANCIAL IMPACT

Adoption of the CMCP would have a positive financial impact to the agency as the CMCP would allow Metro to compete for state discretionary funding that requires an adopted CMCP to be in place for projects to be considered eligible for seeking and securing SCCP funding. SCCP is an important discretionary funding source for Metro, and the 2020 Long Range Transportation Plan (LRTP) and the accompanying Long Range Transportation Plan Financial Forecast assume approximately $65 million annually in SCCP grant funding over the planning horizon to ensure the delivery of Measures R and M.

Impact to Budget

No impact to Metro's budget is anticipated as a result of Board adoption of this item.

EQUITY PLATFORM

The CMCP delivers on Metro's Equity Platform pillar to "Define and Measure." Specifically, the plan examines corridor conditions as it relates to the Equity Focus Communities (EFCs) within the corridor, and more broadly considers the travel reaching the corridor from EFCs throughout Los Angeles County. Further, the plan explicitly outlines "Advancing Equity" as a core goal to guide the CMCP and support project evaluation. The CMCP evaluates projects based on their potential equity benefits such as expanding access to multimodal mobility options within EFCs and improving infrastructure that specifically serves EFC trips, reducing health impacts of transportation investments within EFCs, and lowering household transportation costs. All projects, strategies, and initiatives included in this plan were evaluated based on their ability to support this goal. For projects in Tiers 1, 83 percent received a high equity score, with 17 percent receiving a medium -high score. On the equity assessment, 20 percent of Tier 2B projects were high to medium-high, 37 percent were medium, and 43 percent had a non or neutral score. Tier 2B projects will only be pursued as a package of projects or if appropriate augmentation can be done to deliver a greater equity benefit. In addition to guiding the evaluation with equity considerations, the planning process for the CMCP resulted in a focused implementation strategy around reducing racial and economic disparities in transportation benefits and burden.

The CMCP's analysis was conducted using the 2019 EFC definition. In May 2022, the Board adopted an updated 2022 EFC index. The Office of Equity and Race instructed that, given the significant analysis performed using the prior methodology, the Plan should proceed with a commitment to updating the plan using the 2022 EFC as soon as possible. Staff will update the CMCP using the 2022 EFC in 2023.

Equity was integrated into the CMCP itself as well as the processes for developing the plan, including outreach. Early in the plan's development, corridor community-based organizations (CBOs) along the

corridor were invited to engage through the project's advisory committee and dedicated CBO focus group discussions. These processes helped ground-truth the challenges in the corridor and identify mobility priorities these CBOs would like to see addressed. The stakeholder engagement plan and outreach budget were established prior to the adoption of the CBO Partnering Strategy. All future CMCP activities will be conducted in accordance with the CBO Partnering Strategy Policy.

In April 2022, a bilingual (English and Spanish) public survey was conducted to inform the plan and gather information corridor challenges and transportation priorities from the perspective of transit riders, pedestrians, cyclists, and drivers along the corridor. To promote the survey, in-person transit intercept outreach was conducted at eight high-traffic transit stops and stations throughout the corridor, with half of these locations in corridor EFCs. Approximately 30% of the 428 completed surveys were provided in Spanish. Additionally, in parallel with the release of the Draft I-405 CMCP in May 2022, a bilingual StoryMap site was launched to provide an overview of the CMCP in an effort to allow the public alternative ways to become familiar with the plan outside of the larger, more technical document.

The two virtual public meetings held during the Draft Plan's release were conducted in both English and Spanish. The public received advanced notification of the meetings through the project's stakeholder database and geotargeted social media advertisements within the study area. Further, an added notification layer was employed specifically to reach Equity Focus Communities by geotargeting 88,000 landlines and mobile phones, informing recipients of the Plan and the opportunity to learn more through the virtual community meetings. For this outreach, 51,548 bilingual MMS text messages were sent, and 35,509 bilingual robocalls were made to landlines. Approximately 160 members of the public joined the meeting as a result of the various notification methods, including the robocalling and messaging campaign.

Response and comments received through the survey and public comment period were instructive in updates to the CMCP, including additional project considerations and strengthening the improvement strategies, particularly around equity and serving high-needs communities.

Some issues may be beyond the purview of Metro, such as mitigating displacement impacts, but the plan encourages lead agencies and jurisdictions to consider equity impacts to marginalized communities and implement harm reduction strategies in all projects and programs. As the CMCP is a first step for qualifying and prioritizing projects for SCCP grant funding, centering the plan around equity and evaluating projects against equity criteria supports Metro's ability to integrate equity considerations into our grant-seeking efforts.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The I-405 CMCP provides a more holistic and multimodal approach to addressing the needs of the I-405 Corridor area and outlines improving the corridor's multimodal transportation system with an emphasis on equity and sustainability for the communities that live around and depend on the I-405 Corridor. This approach supports Metro's efforts to "enhance communities and lives through mobility and access to opportunity" (#3). Additionally, through the CMCP's identification of multimodal solutions for the highly congested I-405 Corridor area the Plan strives to provide "high-quality mobility options that enable people to spend less time traveling" (#1). These multimodal solutions also expand the connectivity between and viability of a broader menu of transportation options to "deliver

outstanding trip experiences for all users of the transportation system" (#2).

ALTERNATIVES CONSIDERED

The Board could choose to delay approval of or not to approve the I-405 CMCP. Not approving the CMCP in a timely manner would compromise Metro's ability to position projects to compete for funding in Cycle 3 of the SCCP discretionary grant program.

NEXT STEPS

Upon board adoption, staff will assess the CMCP's Tier 1 and Tier 2B projects using the Evaluative Criteria Framework to identify individual projects and/or packages of projects that align with Metro's strategic grant decisions-making parameters and satisfy SCCP cycle-specific eligibility and timeliness factors.
Additionally, the CMCP will require regular updates and maintenance to ensure it continues to be aligned with Metro and State policies. Additionally, the project tiering will be updated every two years to make sure the project list is timely and reflects the latest project status. In 2023 Staff will update the Plan with the 2022 EFC tool and assessment.

ATTACHMENTS

Attachment A - Final I-405 CMCP
Attachment B - California Transportation Commission's CMCP Checklist

Prepared by:

Matthew Marquez, Principal Community Relations Officer, Customer Experience, (213) 418-3422
Zoe Unruh, Manager, Transportation Planning, Countywide Planning & Development (213) 418-3319
Michael Cano, Executive Officer (interim), Countywide Planning & Development, (213) 418-3010

Reviewed by: James de la Loza, Chief Planning Officer, Countywide Planning & Development, (213) 922-2920

Stephanie N. Wiggins
Chief Executive Officer

ATTACHMENT A

Final I-405 Comprehensive Multimodal Corridor Plan:

https://www.dropbox.com/sh/rwu649qpij801ex/AACmrEk2nKmwPEWwImfl9H-pa?dl=0

CMCP CHECKLIST			
#	**CMCP Key Elements**	**Yes or No**	**Page #**
1	Demonstration of state, regional, and local collaboration as applicable.	Yes	10-20
2	Inclusion of specific corridor objectives.	Yes	10, 87
3	Identification and evaluation of performance impacts of recommended projects and strategies.	Yes	86-84, Appendix E
4	Discussion of induced demand analysis for highway and local road projects as applicable.	Yes	94 Appendix D/E
5	Discussion of travel options for all modes of travel within the corridor, including streets and highways, transit and intercity rail, and bicycle and pedestrian modes.	Yes	94 Appendix D/E
6	Application of a range of performance metrics for the set of recommended projects and strategies.	Yes	86-91 Appendix D/E
7	Recommendations and prioritization of multimodal improvements for funding.	Yes	92-106 Appendix E
8	Identify a timeline for implementation (e.g., short, medium, and long-term projects).	Yes	92-106
9	Discussion of potential funding sources for transportation improvements.	Yes	8-9, 105-106
10	Inclusion of strategies for preserving the character of the local community and creating opportunities for neighborhood enhancement projects.	Yes	91-92, 94-95
11	Description of how the plan incorporates the principles of the federal Congestion Management Process and the intent of the state Congestion Management Program for designated Congestion Management Agencies.	No-Not Applicable	See CMP opt-out policy attached
12	Description of how the plan incorporates the principles of the California Transportation Plan, the Interregional Transportation Strategic Plan, the Caltrans Smart Mobility Framework, California's Climate Change Scoping Plan, and climate adaptation plans.	Yes	10-13 Appendix D
13	Description of how the plan is consistent with the goals and objectives of the regional transportation plan and the Sustainable Communities Strategy, where applicable.	Yes	10-13 Appendix D
14	Description of how the plan is consistent with other applicable regional or local planning frameworks such as local jurisdiction land use plans.	Yes	10-13 Appendix D
15	Incorporation of broadband planning, and Intelligent Transportation Systems (ITS) strategies, as applicable.	Yes	85-86, 94-95 102 Appendix E
16	Explanation of how community representatives and the general public were engaged throughout the development of the plan.	Yes	20-26, Appendix C
17	Explanation of how engagement with planning partners and stakeholders was conducted for the plan.	Yes	14-20, Appendix C
18	Description of how disadvantaged communities were specifically engaged.	Yes	14-20, Appendix C
19	Description of how feedback received influenced the final plan.	Yes	14-20, Appendix C

Approval by CMCP Agency Director			
			09/22/2022
FIRST AND LAST NAME	**TITLE**	**SIGNATURE**	**DATE**

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

Metro

Board Report

File #: 2022-0413, **File Type:** Contract **Agenda Number:** 16.

FINANCE, BUDGET AND AUDIT COMMITTEE
SEPTEMBER 14, 2022

SUBJECT: CRENSHAW/LAX (K LINE) AND REGIONAL CONNECTOR FARE COLLECTION EQUIPMENT MAINTENANCE SUPPORT SERVICES, CUBIC TRANSPORTATION SYSTEMS, INC.

ACTION: APPROVE CONTRACT MODIFICATION

RECOMMENDATIONS

AUTHORIZE the Chief Executive Officer to:

A. EXECUTE Modification No. 155.01 to Contract No. OP02461010-MAINT with Cubic Transportation Systems, Inc., (Cubic) for maintenance support services of fare collection equipment at Metro stations related to the Crenshaw/LAX (K Line) Transit Project and Regional Connector Project, in the amount of $1,054,539 from $383,998,282 to $385,052,821; and

B. NEGOTIATE the contract modification value based on final Revenue Operation Dates of both projects in an amount not-to-exceed $200,000 above $1,054,539.

ISSUE

The current maintenance support services agreement for all in service fare collection equipment is effective until December 31, 2024. With construction nearing conclusion for the Crenshaw/LAX (K Line) and Regional Connector projects, services need to be procured to provide support and maintenance services along the new transit lines. Fare collection equipment deployment locations are shown in Attachment D.

BACKGROUND

The original Contract No. OP02461010 was awarded on March 7, 2002, and the support service contract was renewed by the Board in June 2013 for an additional six (6) years, and again in April 2019 for an additional five (5) years. The current services agreement ensures the continuous performance of all TAP equipment data and software, including fare collection devices, sales units, the central computer system, operational support services, asset management, and back-office systems.

TAP has grown significantly over the years; TAP is now accepted on 26 transit agencies including,

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but not limited to, Culver CityBus, Foothill Transit, Long Beach Transit, Norwalk Transit, Santa Monica Big Blue Bus, Torrance Transit, and Angels Flight. TAP fare media can be purchased at over 1,500 vendor locations throughout Los Angeles County including Los Angeles County libraries, aboard Metro buses, on the TAP mobile app, online at *taptogo.net*, and at 101 rail stations and major bus stops.

DISCUSSION

The current maintenance support services contract with Cubic is in effect until December 31, 2024.

The projected maintenance cost for Crenshaw/LAX (K Line) Transit Project and Regional Connector Project is as follows: Crenshaw/LAX (K Line) - $244,935 in FY23, $335,407 in FY24, and $170,386 in mid-FY25; Regional Connector - $42,610 in FY23, $173,210 in FY24 and $87,991 in mid-FY25 - for a total of $1,054,539 as requested in the Recommendation.

FINANCIAL IMPACT

The fiscal year 2023 funding requirement in the amount of $287,545 is included in Cost Center 5440 Revenue Collection. As this is a multi-year contract, the Senior Executive Officer of TAP and the Executive Officer of TAP/Revenue Collection are responsible for budgeting all future year budget requirements.

Impact to Budget

The maintenance cost will be funded by operating eligible funds, which are available to Metro bus and rail operations.

EQUITY PLATFORM

The inclusion of support services for Crenshaw/LAX (K Line) and Regional Connector fare collection equipment will provide an equitable benefit for all Metro riders as they use the equipment to travel along the new transit stations. The installed equipment must be maintained daily and preventative measures will be taken to ensure a seamless transit experience that is standard to all rail lines.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Including the maintenance support services for the new equipment on the Crenshaw/ LAX (K Line) and Regional Connector stations would support:

- Strategic Plan Goal #1: Deliver outstanding trip experiences for all users of the transportation system by improving legibility, ease of use, and trip information on the transit system.

- Strategic Plan Goal #2: Make data driven decisions that reinforce a culture of safety, fiscal sustainability, adherence to schedules and timelines, maintenance of our assets, improvements to our processes, and the formulation of partnerships, while honestly evaluating our progress and clearly communicating the results.

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ALTERNATIVES CONSIDERED

The Board may choose not to approve the contract modification to include the maintenance support services for Crenshaw/LAX (K Line) and Regional Connector. This is not recommended as the fare collection equipment requires daily and scheduled maintenance and are necessary for a positive customer experience and to provide patrons with access to TAP cards and fare media.

NEXT STEPS

Upon approval by the Board, staff will execute Modification No. 155.01 to Contract OP02461010-Maint with Cubic Transportation Systems, Inc. for the maintenance support services of fare collection equipment at the Crenshaw/LAX (K Line) and Regional Connector Metro stations.

The current contract expires on December 31, 2024. Metro staff is just beginning discussions about the future of fare collection in Los Angeles County.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - Contract Modification/Change Order Log
Attachment C - DEOD Summary
Attachment D - Fare Collection Deployment Locations

Prepared by: Tisha Bruce, Executive Officer, Finance/Revenue Collection, (213) 922-7621
David Sutton, Senior Executive Officer, Finance/TAP, (213) 922-5633
Carolina Coppolo, Senior Executive Officer, Project Management, (213) 922-4471
Brittany Zhuang, Director, Project Control, Crenshaw/LAX (K Line) Transit Project, (213) 922-7354
Vivian Sun, Senior Manager, Project Control, Regional Connector, (213) 893-7148
Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051

Reviewed by: Nalini Ahuja, Chief Financial Officer, (213) 922-3088

Stephanie N. Wiggins
Chief Executive Officer

ATTACHMENT A

PROCUREMENT SUMMARY

UNIVERSAL FARE SYSTEM, SUPPORT SERVICES/OP02461010-MAINT

1.	**Contract Number**: OP02461010-MAINT			
2.	**Contractor**: Cubic Transportation Systems, Inc.			
3.	**Mod. Work Description**: Maintenance of fare gate equipment at Crenshaw/LAX (Line K) and Regional Connector			
4.	**Contract Work Description**: Universal Fare System			
5.	**The following data is current as of** 8/22/2022			
6.	**Contract Completion Status**		**Financial Status**	
	Contract Awarded:	2/20/2002	**Contract Award Amount:**	$84,003,444
	Notice to Proceed (NTP):	3/7/2002	**Total of Modifications Approved:**	$299,994,838
	Original Complete Date:	9/1/2007	**Pending Modifications (including this action):**	$1,054,539
	Current Est. Complete Date:	12/31/2024	**Current Contract Value (with this action):**	$385,052,821
7.	**Contract Administrator**: Anush Beglaryan		**Telephone Number**: (213) 418-3047	
8.	**Project Manager**: Tisha Bruce		**Telephone Number**: (213) 922-7621	

A. Procurement Background

This Board Action is to approve Modification No.155.01 to add fare collection equipment related to Crenshaw/LAX (K Line) Transit Project and Regional Connector Project to the existing Support Services Contract, in order to maintain continuous support of the Universal Fare Collection System.

This Modification will be processed in accordance with Metro's Acquisition Policy and the contract type is firm fixed price.

On February 20, 2002, Contract No. OP02461010 was awarded by Metro's Board to Cubic Transportation Systems, Inc. (Cubic). The Board renewed the Support Services Contract in June 2013 for an additional six (6) years, and again in April 2019 for an additional five (5) years. The Contract provides a countywide fare collection system and ongoing system support to serve Metro's public transit customers. Cubic developed and maintains the NextFare software application and related databases which is the core technology used by Metro to manage the bus and rail equipment and devices that make up the Transit Access Pass (TAP) network. The current Support Services Contract ensures the continuous performance of all TAP equipment data and software including the integrated fare

collection system (sales, access, and system management of the fare gates and Ticket Vending Machines (TVMs)).

Please refer to Attachment B – Contract Modification/Change Order Log.

B. Cost/Price Analysis

The recommended price has been determined to be fair and reasonable based on staff's price analysis, technical evaluations, and negotiations.

Proposal Amount	Metro ICE	Negotiated Amount
$1,054,539	$1,054,539	**$1,054,539**

su

ATTACHMENT B

CONTRACT MODIFICATION/CHANGE ORDER LOG

UNIVERSAL FARE SYSTEM / OP02461010

Mod. No.	Description	Status	Date	Amount
1	Table X-1 Milestone Changes	Approved	8/19/2002	$0.00
2	Ticket Vending Machine Soft Keys	Approved	9/4/2002	$0.00
3	San Fernando Valley BRT, Additional Quantities	Approved	4/13/2004	$7,454,844
4	Modification to General Conditions	Approved	10/8/2002	$0.00
5	TVM Third Coin Hopper	Approved	8/22/2003	$416,858
6	Stand Alone Validator Video Clips	Approved	3/3/2003	$0.00
7	Gold Line Functional Test Waiver	Approved	2/13/2003	$0.00
8	Languages Supported	Approved	2/13/2004	$0.00
9	Modifications to Compensation & Payment	Approved	2/20/2003	$0.00
10	Smart Card to Smart Card Value Transfer	Approved	3/3/2003	$0.00
11	SCADA Cable Installation on Gold Line	Approved	3/3/2003	$48,476
12	Gold Line Functional Test Waivers	Approved	4/8/2003	$0.00
13	Farebox Coin Dejam	Approved	4/8/2003	$0.00
14	Change in Milestone Schedule	Approved	4/16/2003	$0.00
15	Time Extension, Gold Line	Approved	7/1/2003	$0.00
16	Change from Datastream MP5 to Express Metrix	Approved	7/1/2003	$0.00
17	Final Design Review, changes in CDRLS	Approved	7/18/2003	$0.00
18	Deletion of Printer from Handheld Validator	Approved	1/6/2004	-$35,252
19	Variable Message Sign	Approved	2/19/2004	$243,828
20	Changes to Compensation and Payment	Approved	4/7/2004	$0.00
21	PCMCIA Card Slot use for WAN	Approved	4/13/2004	$0.00
22	Data Transmission System	Approved	6/22/2004	$675,000
23	Mifare Card Initialization and Verification	Approved	6/8/2004	$9,629
24	Farebox Mounting Adapter for NABI Buses	Approved	7/9/2004	$32,485
25	Provide Regional CDCS	Approved	2/25/2005	$5,348,335
25.01	Regional CDCS Overhead Rate Adjustment	Approved	1/17/2007	-$31,621
25.02	Regional CDCS Acceptance Test Participants	Approved	8/7/2008	$0.00
26	Remove Requirement for Focus Groups	Approved	12/20/2004	-$111,704
27	Farebox Rotation	Approved	1/4/2005	$74,967

28	Metro Gold Line Eastside Extension, Fare Equipment	Approved	7/25/2006	$3,808,722
29	Stainless Steel Panels for TVM Alcoves	Approved	4/25/2005	$45,521
30	Data Communication Cabling for Orange Line	Approved	6/10/2005	$41,560
31	(Not Used)			
32	Additional Spare Part Quantities for Eastside Ext.	Approved	7/25/2005	$15,480
33	Mifare Card Functionality on UFS	Approved	8/15/2005	$33,105
34	Revisions to Project Schedule	Approved	10/26/2000	$0.00
35	OCU Mount	Approved	11/15/2005	$87,634
36	(Not Used)			
37	Deductive Change for Line 1.36	Approved	4/6/2007	-$33,116
38	Installation of Third TVM and Relocation of Two SAVs and Blue Line Willow Station	Approved	7/6/2006	$10,084
39	Upgrade the CDCS System from IB SSA Disk Storage Subsystem to Fiber Disk	Approved	10/2/2006	$20,000
40	UFS Equipment for Expo Line	Approved	2/16/2007	$5,197,204
41	(Not Used)			
42	(Not Used)			
43	HHV, PMOS and CPOS Interim Maintenance Deductive Change	Approved	2/16/2007	-$162,628
44	UFS Additional Quantities for Contracted Services	Approved	2/16/2007	$2,499,916
45	Replace Go-Cards with Mi-Fare Cards	Approved	2/16/2008	-$1,157,850
46	Relocation of Data Probes and Receive Vaults at Division 7	Approved	4/9/2007	$29,787
47	Revisions to US Base and Regional Manuals for Release to ACS	Approved	4/23/2007	$46,000
48	Expo Line, Pico Station Infrastructure	Approved	7/18/2007	$18,542
49	Relocation of UFS Lab Equipment	Approved	6/2/2008	$106,905
50	Expo 7th and Metro Additional Infrastructure	Approved	8/30/2007	$81,719
50.01	Expo 7th and Metro Infrastructure Deductive change	Approved	8/30/2007	-$30,173
51	Handheld Validator Holster	Approved	10/16/2007	$6,184
52	Installation and Testing of Farebox at Transportation Concepts	Approved	3/6/2008	$16,091
53	Relocate OCUs on Ford Cutaways and MST Buses at Contracted Services	Approved	5/14/2008	$79,170
54	Installation of one Farebox and Testing for two Fareboxes at Contracted Services	Approved	5/27/2008	$18,842

55	UFS Quantity Adjustments	Approved	10/9/2008	$0.00
56	Contracted Bus Service Equipment Change	Approved	12/3/2008	$36,704
57	Installation and Acceptance Testing of One Farebox at First Transit	Approved	12/19/2008	$3,040
58	Provide UFS Equipment for Expo from Culver City to Venice/Robertson Aerial Station	Approved	3/4/2009	$304,246
59	Regional CDCS Electrical Power Reconfiguration	Approved	2/9/2009	$17,186
60	Rail Equipment Warranty and Bus Equipment Warranty	Approved	2/19/2009	$0.00
61	TAP Enables Turnstile Fare Gates for Rail Stations	Approved	4/9/2009	$10,000,000
62	Provide UFS Equipment for Expo Truesdale Station	Approved	3/4/2009	$284,167
63	System Support Services	Approved	6/8/2010	$33,988,558
63.01	SSS, Additional Costs	Approved	3/22/2013	$677,631
63.02	SSS, Orange Line Credits	Approved	3/22/2013	-$58,243
63.04	SSS, One-year Extension	Approved	3/22/2013	$8,148,263
64	$5 Dollar Bill handling Unit for Fareboxes and TVMs	Approved	7/27/2009	$304,658
65	Installation of Additional SAVs for Eastside Extension	Approved	1/4/2010	$34,077
66	Relocation of Wing Gate at MRL Wilshire/Normandie Station	Approved	2/2/2010	$18,905
67	(Not Used)	Approved		
68	UFS Equipment for Orange Line Extension	Approved	11/2/2010	$2,749,476
68.01	Transfer Maintenance Dollars to 63.01	Approved	1/25/2013	-$677,631
68.02	UFS Equipment for Orange Line Extension, Credits	Approved	3/22/2013	-$10,982
69	Additional TVM at Aviation Greenline Station	Approved	4/2/2010	$13,031
70	TAP Card Physical Testing	Approved	4/28/2010	$41,844
70.01	TAP Card Physical Testing	Approved	3/22/2013	$12,658
71	Concession Light Functionality	Approved	6/30/2010	$96,726
72	(Not Used)	Approved		
73	API Test Server Imagining	Approved	9/9/2010	$45,024
74	Contract Services Relocation	Approved	11/1/2010	$33,854
75	Limited Function Sales Office Terminals, Increase Quantity	Approved	2/15/2011	$993,795
76	CISCO ASA Acquisition and Implementation for API Test and Production Servers	Approved	2/28/2011	$59,209
77	Cubic LU Key Installation	Approved	3/3/2011	$69,097

78	Updates Farebox Configuration to Support ARUB Wireless Security Data Transfer	Approved	3/3/2011	$40,204
79	Relocation of UFS Test Lab Equipment	Approved	4/25/2011	$80,911
80	7 Byte UID Support	Approved	4/20/2011	$362,069
81	Fare Gate Fencing Installation Modifications, North Hollywood and Avalon Stations	Approved	4/25/2011	$24,004
82	Additional TVM at Hollywood/Western Redline Station	Approved	4/25/2011	$15,531
83	Purchase Drive Control Unit Light Validators DCU-LV	Approved	4/25/2011	$363,492
84	Install TVMs at Three Metro customer Centers	Approved	6/6/2011	$386,680
85	Cubic Modification to Gate Software/Locking Commands	Approved	6/29/2011	$111,188
86	UFS Equipment for Expo Phase I Farmdale Station	Approved	7/26/2011	$415,184
87	Relocation of TVMs at the Green Line Long Beach Station	Approved	8/25/2011	$15,909
88	Mobile Validator Non-Recurring Engineering System Development	Approved	10/12/2011	$611,677
89	Expo Pico Station North Platform TVM/SAV Work	Approved	3/5/2012	$17,592
90	Deletion of Contract Line Items 1.03, 1.04 & 1.33	Approved	2/15/2012	-$20,622
91	Orange Line Installation of 12 Metro Provided SAVs	Approved	2/15/2012	$34,483
92	(Not Used)			
93	(Not Used)			
94	System Support Services, Six Year Extension	Approved	7/1/2013	$55,000,000
94.01	(Not Used)			
94.02	System Support Services for Expo II and Foothill Extension	Approved	3/2/2015	$1,152,749
94.03	Maintenance Support Services for 54 TVMs	Approved	4/14/16	$838,211
95	UFS Equipment Storage Costs	Approved	6/13/2012	$4,129
96	Faregating, Three Additional Swing Gates	Approved	2/4/2013	$44,611
97	Green Line Faregating Additional Fire Key Switches at Vermont Station	Approved	4/1/2013	$8,392
98	Emergency Swing Gate Upgrades	Approved	4/15/2013	$252,145
99	Removal of TVM from Wilshire/LaBrea Customer Center	Approved	10/8/2013	$4,883
100	Supplying and Supporting a Turn Key Mobile Validator System	Approved	7/1/2013	$2,996,113

ATTACHMENT B

101	Bus Division Vault Relocation	Approved	8/1/2013	$995,940
102	Install One TVM at East Portal Customer Service Center and One at Culver City Station	Approved	10/8/2013	$252,905
103	El Monte Bus Facility TVMs	Approved	10/15/2013	$474,753
104	Fare Gate Consoles for Expo 2, Colorado/4th Street Station	Approved	5/26/2014	$380,000
105	TVM and SAV Relocations	Approved	12/16/2013	$1,456,632
106	Modification to Nextfare to Allow for Segregation of Facility Specific Data	Approved	1/29/2014	$647,869
107	Passback Modification	Approved	2/18/2014	$70,301
108	UFS PCI Compliance	Approved	10/23/2014	$9,015,319
109	Service Provider Support	Approved	6/14/2014	$66,777
110	Autoload Segregation by Muni	Approved	6/30/2014	$111,707
111	SAV Three Distinct Tones	Approved	8/4/2014	$46,634
112	Modify TAP Vending Machine to Improve Purchases	Approved	8/4/2014	$250,000
113	ADA TVM Upgrades for CN No. 162 and 150 Replacement TVMs	Approved	8/5/2014	$416,815
114 A	UFS Equipment for Gold Line Foothill Extension	Approved	8/25/2014	$1,878,756
114 B	UFS Equipment for Expo Phase	Approved	8/25/2014	$3,783,200
115	FBX External Interface Spec Changes	Approved	8/19/2014	$20,488
116	Willowbrook Station Blue Line SAVs	Approved	11/19/2014	$62,882
117	TAP-In, TAP-In, Transfer Gate	Approved	11/19/2014	$88,598
118	Virtual Gate Arrangement of SAVs at Gold Line Union Station Entrance	Approved	11/19/2014	$84,964
119	Conversion of Expo 1 Aerial Stations to Fare Gates	Approved	3/2/2015	$3,077,952
120	Change in Service Level Agreement for TVM & GC Network Additions at No Cost	Approved	3/2/2015	$0
121	Emergency Swing Gate External Alarm Mode	Approved	11/19/2014	$0
122	Installation of Colorado & 4th Faregates & ESGs	Approved	3/2/2015	$163,143
123	OCDC Replacement Equipment Software and Installation	Approved	5/12/2015	$681,068
124	Expo One Claim No. 1 Settlement	Approved	5/26/2015	$19,648
125	UFS Global Network, Change for Credit/Debit Processing at TVM	Approved	5/12/2015	$52,735
126	Metrolink Integration Support	Approved	5/12/2015	$56,073
127	Metro Network Assistance	Approved	5/12/2015	$48,758
128	Division 13 Bus Operations TVMs	Approved	5/12/2015	$99,401
129	Fare Equipment Changes at MRL North Hollywood Station	Approved	5/12/2015	$577,401

130	Installation of Additional TVM at MRL Civic Center Station North Entrance	Approved	7/15/2015	$21,593
131	Relocate One TVM From Hawthorne to Hollywood	Approved	9/2/2015	$31,983
132	Service Provider Support – Deductive Change (Mod 109)	Approved	6/13/2015	-$66,777
133	Additional Emergency Swing Gate for Expo 2	Approved	6/3/2015	$10,970
134	Metrolink Support for LU Encoding	Approved	10/7/2015	$13,666
135	Emergency Swing Gate Hinge Post Substitution at Expo 2 Bundy Station – No Cost Change	Approved	10/21/2015	$0
136	Relocation of TVMs at MGL Artesia Station	Pending		$0
137	(Not Used)			
138	Vertiba Support (Salesforce – CRM)	Approved	8/20/2015	$9,671
139	Regional Inter Agency Transfer Policy Change	Approved	1/21/2015	$435,000
139.01	Regional Inter Agency Transfer (IAT) Policy Change	Approved	7/15/16	$480,000
140	54 TVMs, purchase and install	Approved	4/14/16	$5,194,834
141	(Not Used)			
142	Network, back office station configuration and IAT support	Approved	4/25/17	$14,578
143	Reduction in monthly PM services	Approved	5/8/17	($404,550)
144	20 BMV Install Kits	Approved	5/8/17	$10,310
145	Sales, Use, Activate, Initialize and read transactions into Nextfare	Approved	5/25/17	$0
146	TVM Screen Flow Phase 2	Approved	6/30/17	$475,000
147	Revisions to Mod 140/CN 185.03 TVM Deployment Scope of Work	Approved	8/28/17	$0
148	405 BMVs and 480 Install Kits	Approved	11/20/17	$990,059
149	UFS Equipment for Crenshaw/LAX	Approved	12/1/2017	$5,920,997
150	CPA Change to Include Terminal ID	Approved	10/18/17	$45,487
151	UFS Equipment for Regional Connector	Approved	12/1/2017	$3,316,556
152	TAP System Patching	Approved	4/4/18	$165,337
153	Network Back Office Configuration	Approved	4/12/18	$37,222
154	TAP System Wide Upgrades	Approved	6/28/18	$22,104,750
155	TAP System Support Services/Maintenance	Approved	4/25/19	$68,220,642
155.01	Maintenance of CLAX/Regional Connector	Pending	9/22/22	$1,054,539
156	Latitude/Longitude to A102 Reports	Approved	6/29/18	$14,994

157	Willowbrook/Rosa Parks Station Improvements	Approved	10/25/18	$2,622,560
158	Net Backup DPOO License & Support	Approved	6/7/19	$55,281
159	Procure Additional BMVs	Approved	6/27/19	$434,680
160	Q-Radar License Renewal	Approved	5/14/20	$53,647
161	Additional ITS Network Equipment/Regional Connector Project	Approved	7/23/21	$57,860
162	Additional ITS Network Equipment/CLAX Station	Approved	7/23/21	$124,591
163/163.01	UFS Equipment for Purple Line Extension, Phase 1 Project	Approved	10/1/21	$4,038,756
164	Fare Capping Project	Approved	10/22/21	$5,662,667
165	Replacement of BMVs for All Door Boarding	Approved	2/24/22	$9,545,440
166	LIFE Fare Capping for Regular Cards	Approved	4/6/22	$149,888
167	SLA Abatement Relief - No Cost	Approved	5/10/22	-
168	Non-RMP Changes and Promo Code	Approved	6/23/22	$387,000
169	QRadar License Renewal	Approved	6/30/22	$90,055
	Modification Total:			**$299,994,838**
	Original Contract:			**$84,003,444**
	Total (Excluding Pending Item):			**$383,998,282**

DEOD SUMMARY

UNIVERSAL FARE SYSTEM, SUPPORT SERVICES/OP02461010-MAINT

A. Small Business Participation

Cubic Transportation Systems, Inc. made a 5.65% Disadvantaged Business Enterprise (DBE) commitment. The project is 89% complete and the current DBE participation is 6.78%, exceeding the commitment by 1.13%.

Small Business Commitment	DBE 5.65%	Small Business Participation	DBE 6.78%

	DBE Subcontractors	Ethnicity	% Committed	Current Participation[1]
1.	American Alloy Fabrication	Caucasian Female	0.25%	0.27%
2.	Lows Enterprise, Inc.	Black American	0.13%	0.03%
3.	TechProse	Caucasian Female	0.41%	0.05%
4.	Robnett Electrical	Black American	2.53%	6.09%
5.	Priority Manufacturing	Caucasian Female	0.93%	0.03%
6.	J-Tec Metal Products	Hispanic American	0.13%	0.03%
7.	KLI, Inc.	Asian-Pacific American	0.25%	0.07%
8.	Kormex Metal Craft	Asian-Pacific American	1.02%	0.21%
		Total	**5.65%**	**6.78%**

[1]*Current Participation = Total Actual amount Paid-to-Date to DBE firms ÷Total Actual Amount Paid-to-date to Prime.*

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this modification.

C. Prevailing Wage Applicability

Prevailing Wage requirements are applicable to this project. DEOD will continue to monitor contractors' compliance with the State of California Department of Industrial Relations (DIR), California Labor Code, and, if federally funded, the U S Department of Labor (DOL) Davis Bacon and Related Acts (DBRA).Trades that may be covered

include surveying, potholing, field, soils and materials testing, building construction inspection, construction management and other support trades.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of $2.5 million.

Crenshaw LAX/Regional Connector

Fare Collection Deployment Locations

Line	Station/Entrance	TVMs	Faregate Consoles	Emergency Swing Gates (ESG)
Crenshaw/LAX (K Line)	Aviation/Century - Street Level Plaza	3	8	2
Crenshaw/LAX (K Line)	Westchester/Veterans - SB Platform North End	2	3	1
Crenshaw/LAX (K Line)	Westchester/Veterans - NB Platform North End	2	3	1
Crenshaw/LAX (K Line)	Downtown Inglewood - Off South End of Platform	2	6	2
Crenshaw/LAX (K Line)	Downtown Inglewood - Off North End of Platform	2	6	2
Crenshaw/LAX (K Line)	Fairview Heights - South Entrance	2	3	1
Crenshaw/LAX (K Line)	Fairview Heights - North Entrance	2	3	1
Crenshaw/LAX (K Line)	Hyde Park - South Entrance	2	3	1
Crenshaw/LAX (K Line)	Hyde Park - North Entrance	2	3	1
Crenshaw/LAX (K Line)	Leimert Park - Mezzanine	2	7	2
Crenshaw/LAX (K Line)	Martin Luther King Jr - Mezzanine	3	8	2
Crenshaw/LAX (K Line)	Expo/Crenshaw	3	11	2
Regional Connector	Little Tokyo/Arts District - North Side - Street Level Plaza	2	6	1
Regional Connector	Little Tokyo/Arts District - South Side - Street Level Plaza	2	4	1
Regional Connector	Historic Broadway - East Side - Street Level Plaza	2	6	1
Regional Connector	Historic Broadway - West Side - Street Level Plaza	2	6	1
Regional Connector	Grand Av Arts/Bunker Hill - East Side - Street Level Plaza	2	4	1
Regional Connector	Grand Av Arts/Bunker Hill - West Side - Street Level Plaza	2	4	1
Regional Connector	Grand Av Arts/Bunker Hill - East Side - Upper Level POC Entrance	2	4	1

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

Metro

Board Report

File #: 2022-0189, **File Type:** Contract **Agenda Number:** 18.

EXECUTIVE MANAGEMENT COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: LABOR COMPLIANCE MONITORING SERVICES BENCH

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

A. AWARD ten-year bench Contract Nos. PS75942001 through PS75942009, with firms listed in Attachment B, for a not-to-exceed amount of $20,000,000 for the five-year base term, effective November 1, 2022, through October 31, 2027, plus $6,000,000 for the first, three-year option term and $4,000,000 for the second, two-year option term, for a combined total not-to-exceed amount of $30,000,000, subject to resolution of protest(s), if any;

B. ADD qualified firms to the Bench, as necessary, prior to exercising option 1 through the issuance of a competitive solicitation; and

C. EXECUTE individual task orders under these Contracts for up to $5,000,000 per task order

ISSUE

Metro is required to monitor the payment of prevailing wages to workers performing on Public Works projects in accordance with the California Labor Code and the US Department of Labor, Davis-Bacon, and Related Acts. The issuance of this contract will assist Metro with ensuring workers on construction projects are paid the required State and/or Federal prevailing wage and fringe benefits; and will help to prevent wage violations.

BACKGROUND

On June 16, 2011, the Board of Directors authorized the Chief Executive Officer to establish a qualified list of firms to perform labor compliance monitoring activities for Metro construction projects under RFIQ PS-2130-7700. The initial Labor Compliance Bench contract expired June 30, 2021. Over the ten-year term of the past bench, the Labor Compliance consultants were an effective tool for Metro in providing labor compliance monitoring and enforcement of the California Labor Code and Federal labor Davis Bacon and Related Acts, on ninety (90) Metro construction projects.

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DISCUSSION

The California Labor Code and Davis Bacon and Related Acts require Metro to ensure that all workers providing prevailing wage classification services on Metro projects are compensated according to the state and federal prevailing wage laws and regulations. The labor compliance monitoring bench consultants are responsible for evaluating, monitoring, and enforcing prevailing wage requirements on assigned projects. This includes maintaining all required records, providing assistance to field personnel, conducting field interviews and investigations, and other duties per applicable laws and regulations governing public works projects.

The previous Labor Compliance Monitoring Bench contract awarded ninety (90) task orders (See Attachment D) totaling $21,053,318.96. The Bench has been an effective tool for Metro's mega high-profile projects. Metro's Small Business Enterprise (SBE) program, Small Business Prime program and Disadvantaged Business Enterprise (DBE) program were applied to the task order solicitations based on funding sources and estimated task order value. During the ten-year term of the last Bench contract, nine of the ten prime Bench consultants were certified as DBE's and SBE's and were awarded $19,412,388.20 of the $21,053,318.96, approximately 92% of the total value awarded.

As the Board approves new capital projects, the funds for labor compliance monitoring are included in the approved life-of-project budgets for each capital project. The not-to-exceed amounts cover the project's construction contracts (new) cost identified during the fiscal year budget process.

The previous bench successfully provided DBE/SBE opportunities, meeting established goals, maintaining effective monitoring based on state and federal regulations, and ensuring that workers on Metro's projects are being paid the correct prevailing wage rates.

DETERMINATION OF SAFETY IMPACT

The approval of this recommended action will not directly impact the safety of our customers and employees.

FINANCIAL IMPACT

Funding required in FY23 for Labor Compliance adherence is included in the respective capital projects utilizing the services provided by this contract.

Impact to Budget

Funding for this contract is included in the life-of-project budgets of various capital projects requiring this service. Many of these capital projects are funded with Federal grant, State grant, and local funding sources, which are eligible for bus and rail operations.

EQUITY PLATFORM

The Labor Wage and Retention Program unit is committed to ensuring pay equity by monitoring and enforcing prevailing wages, on Metro's Public Works projects. Prevailing wages are basic hourly rate of wages and benefits paid to workers in various trade classifications in several geographic areas. The prevailing wage requirements ensure a level playing field between the contractors bidding on the projects and those who work on the projects.

There are a total of nine (9) recommended firms (primes) on the Bench, eight (8) of whom are DBE and SBE certified. One prime is SBE certified only, and one prime is also DVBE certified.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of this item supports the following Metro Strategic Goal 5.4: Application of prudent commercial business functions to create a more effective agency. The Labor Compliance monitoring bench provides a tool for effectively delivering prevailing wage compliance.

ALTERNATIVES CONSIDERED

1. One alternative is to perform the duties using Metro staff by adding additional FTEs. A minimum of five (5) FTEs are forecasted to perform prevailing wage monitoring. The cost for this option is estimated at $779,678 per year (based on minimum fully burdened hourly rates). This alternative is not recommended because the volume of capital construction work is constantly changing making this activity subject to peak periods alternating with periods of low activity.

2. Another alternative is to utilize existing DEOD Labor, Wage and Retention Programs Unit staff to provide labor compliance monitoring on the currently active task orders in addition to their current workload. This alternative is not recommended as this will cause delays in services and compliance monitoring efforts.

NEXT STEPS

- Upon approval by the Board, staff will execute the bench contracts and begin to award individual task orders for prevailing wage compliance monitoring.
- Staff will continue to oversee the active task orders that will remain under existing bench contracts.
- Staff will begin issuing task orders for construction contracts with a total contract value of $2,500,000 and below on a rotation basis; and complete all task orders for construction contracts with an estimated total contract value of over $2,500,000 and/or Mega/Alternative Delivery projects.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - List of Recommended Contractors
Attachment C - DEOD Summary
Attachment D - Labor Compliance Bench Monitoring Consultants and Life of Project Values

Prepared by: Wendy L. White, Director, Labor Wage & Retention Programs
(213) 922-2648
Miguel Cabral, Executive Officer, DEOD, (213) 418-3270
Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051

Reviewed by: Nalini Ahuja, Chief Financial Officer, 213-922-3088

Stephanie N. Wiggins
Chief Executive Officer

ATTACHMENT A

PROCUREMENT SUMMARY

LABOR COMPLIANCE MONITORING SERVICES BENCH/PS75942001- PS75942009

1.	**Contract Numbers**: PS75942001 through PS75942009	
2.	**Recommended Vendors**: See Attachment B	
3.	**Type of Procurement (check one):** ☐ **IFB** ☒ **RFIQ** ☐ **RFP–A&E** ☐ **Non-Competitive** ☐ **Modification** ☐ **Task Order**	
4.	**Procurement Dates**:	
	A. Issued: June 14, 2021	
	B. Advertised/Publicized: June 14, 2021	
	C. Pre-Proposal Conference: June 24, 2021	
	D. Proposals Due: August 4, 2021	
	E. Pre-Qualification Completed: January 28, 2022	
	F. Conflict of Interest Form Submitted to Ethics: August 11, 2021	
	G. Protest Period End Date: September 19, 2022	
5.	**Solicitations Picked up/Downloaded**: 51	**Bids/Proposals Received**: 13
6.	**Contract Administrator**: **Aielyn Dumaua**	**Telephone Number**: **(213) 922-7320**
7.	**Project Manager**: **Wendy White**	**Telephone Number**: **(213) 922-2648**

A. Procurement Background

This Board Action is to establish multiple-award labor compliance monitoring services bench contracts for a ten-year term inclusive of a five-year base term and two option terms. The first option shall be for a period of three years while the second option shall be for a two-year term. The contracts shall be effective November 1, 2022, with a cumulative total amount not-to-exceed $30,000,000. The Bench is intended to provide Labor Compliance Program support services to monitor construction projects in accordance with the State of California and Federal Labor Code. Board approval of contract award is subject to resolution of any properly submitted protest.

Labor compliance monitoring services shall be performed on an “as-needed” basis and work shall be authorized through the issuance of task orders. Task Orders for construction contracts with a total contract value of $2.5 million and below, shall be issued on a rotational, sequential basis while task orders for construction contracts with a total contract value over $2.5 million shall be competed among firms on the bench.

Prior to exercising option 1, Metro may, as deemed necessary, add qualified firms to the Bench, through the issuance of a competitive solicitation similar to that required for Request for Information and Qualification (RFIQ) No. PS75942.

On June 14, 2021, RFIQ No. PS75942 was issued as a competitive procurement in accordance with Metro's Acquisition Policy and the contract type is an indefinite-delivery/indefinite-quantity.

A virtual pre-proposal conference was held on June 24, 2021. Twenty-one (21) questions were received, and Metro provided responses prior to the proposal due date.

Three (3) amendments were issued during the solicitation phase of this RFIQ:

- Amendment No. 1, issued on July 8, 2021, extended the proposal due date.
- Amendment No. 2, issued on July 16, 2021, amended the applicable Diversity and Economic Opportunity (DEOD) Program goals.
- Amendment No. 3, issued on July 19, 2021, revised LOI-01 – Notice and Invitation and Exhibit A – Scope of Services to clarify the task order ordering process.

Fifty-one (51) firms downloaded the RFIQ and were included on Metro's planholders' list. A total of 13 proposals were received by the due date of August 4, 2021, and are listed below in alphabetical order:

1. AFD Construction
2. Advanced Avant-Garde Corporation
3. Casamar Group, LLC
4. Comprehensive Housing Services, Inc.
5. Destination Enterprises, Inc.
6. GCAP Services, Inc.
7. Jaquith Consulting Group
8. Pacific Resource Services Corporation
9. Pacifica Services, Inc.
10. Parsons Constructors, Inc.
11. Perceptive Enterprises, Inc.
12. PPM Group, Inc.
13. TSG Enterprises, Inc. dba The Solis Group

B. Evaluation of Proposals

A Proposal Evaluation Team (PET) consisting of staff from Diversity & Economic Opportunity Department and Administrative Business Services was convened and conducted a comprehensive technical evaluation of the proposals received. The proposals were initially evaluated based on the following pass/fail criteria:

Phase I Evaluation – Minimum Qualification Review: This is a pass/fail criteria. The criteria focused on the proposer's labor compliance/prevailing wage enforcement experience on large-scale public works projects within the State of California and the

experience of proposer's Principal in performing, conducting, and reviewing prevailing wage audits/enforcement experience on large-scale public works projects.

On August 5, 2021, the PET met to review the evaluation criteria package, process confidentiality and conflict of interest forms, and take receipt of the 13 proposals to initiate the evaluation phase.

On August 19, 2021, the PET reconvened and determined that all proposals met the minimum qualification requirements and proceeded with Phase II- Technical Evaluation based on the following criteria and weights:

- Qualifications of the Proposer/Team 45 percent
- Experience of Key Personnel 30 percent
- Understanding the Scope of Services and Management Plan and Approach 25 Percent

The evaluation criteria are appropriate and consistent with criteria developed for similar services. Several factors were considered in developing these weights, giving the greatest importance to the qualifications of the proposer/team.

Evaluations were conducted from August 5, 2021, through September 24, 2021. From September 16 through September 21, 2021, the PET conducted virtual oral presentations with all 13 firms. The project managers and key team members from each firm were invited to present their firm's respective qualifications and respond to the PET's questions. At the conclusion of the presentations, the PET determined that of the 13 firms interviewed, only nine (9) firms were in the competitive range and were determined to be responsive, responsible, and qualified to perform the services based on the RFIQ's requirements. The nine (9) firms within the competitive range are listed below in alphabetical order:

1. AFD Construction
2. Advanced Avant-Garde Corporation
3. Casamar Group, LLC
4. Comprehensive Housing Services, Inc.
5. Destination Enterprises, Inc.
6. GCAP Services, Inc.
7. Jaquith Consulting Group
8. Perceptive Enterprises, Inc.
9. TSG Enterprises, Inc. dba The Solis Group

Four (4) firms were determined to be outside of the competitive range and were not included for further consideration.

Following the conclusion of evaluations and interviews, staff conducted discussions, clarifications, and requests for additional information with some of the firms.

Furthermore, staff conducted negotiations and fact finding for various cost elements with all the firms.

C. Cost/Price Analysis

Each proposer submitted fully burdened hourly rates for labor classifications necessary to perform labor compliance monitoring services. The negotiated rates have been determined to be fair and reasonable based on price analysis, cost analysis, technical evaluation, fact-finding, and negotiations.

Work for this Bench Contract will be authorized through the issuance of separate task orders. Each task order will contain a specific Scope of Services and will be issued either on a rotation basis (for construction contracts with a total contract value of $2.5 million and below) or will be competed among the firms on the bench (for construction contracts with a total contract value over $2.5 million).

D. Background on Recommended Contractors

AFD Construction

AFD Construction (AFD), a sole proprietorship, is located in Temecula, CA. AFD, together with its owner/principal, collectively, has over 25 years of experience providing federal and state labor compliance monitoring services to a number of public transportation agencies. Transportation agency clients of the AFD team include Southern California Regional Rail Authority (SCRRA), California High-Speed Rail Authority, Orange County Transportation Authority (OCTA), and Metro.

AFD is a certified disadvantaged business enterprise and a Metro-certified small business enterprise.

Advanced Avant-Garde Corporation

Headquartered in Pomona, CA, Advanced Avant-Garde has been in business since September 2002. It is a community-based programs agency specializing in funding administration, grant development and management, compliance management, and community outreach. It has provided labor compliance services to a variety of construction projects. Advanced Avant-Garde's clients include the Cities of Temple City, La Mirada, Bellflower, Pasadena, Alhambra and Rosemead, Los Angeles Department of Transportation (LADOT) and Los Angeles Department of Water and Power (LADWP). Advanced Avant-Garde has provided labor compliance monitoring services to Metro and performance has been satisfactory.

Advanced Avant-Garde Corporation dba Avant-Garde, is a Metro certified small business firm and a certified disadvantaged business enterprise.

Casamar Group, LLC

Casamar Group, LLC (Casamar), established in 2007, is located in Newhall, CA. The firm provides project/construction management/administration support services focusing on contract labor compliance monitoring and enforcement and Project Labor Agreement (PLA) administration of public works construction projects.

Casamar's clients include Alameda Corridor Transportation Authority, Alhambra Unified School District, City of Long Beach, Inglewood Unified School District, Long Beach Transit, San Bernardino Community College District, San Diego Unified School District, City of Long Beach, and Pasadena Gold Line Authority. Casamar has provided labor compliance monitoring services to Metro and performance has been satisfactory.

Casamar is a disadvantaged business enterprise, a Metro-certified small business enterprise, as well as a disabled veteran business enterprise.

Comprehensive Housing Services, Inc.

Comprehensive Housing Services, Inc. (CHS), established in 1991, is headquartered in Fountain Valley, CA. It provides labor compliance program support monitoring services and has evaluated, monitored, and enforced prevailing wage requirements from small-scale to large-scale (mega) public works/construction projects for state and local governments, non-profit developers, engineering firms, and non-profit agencies. CHS' clients include the Cities of Anaheim, Long Beach, Fullerton, and Metro.

CHS is a certified disadvantaged business enterprise and a Metro-certified small business firm.

Destination Enterprises, Inc.

Destination Enterprises, Inc. (DE), located in Culver City, CA, has over 15 years of experience providing construction management, contract and cost administration, construction claims resolution, and litigation technical services to the public and private sector, including labor compliance services. DE's clients include North County Transit District, Expo Rail Authority, San Diego Association of Governments, City of Inglewood, and Metro.

DE is a certified disadvantaged business enterprise and a Metro-certified Small Business Enterprise.

GCAP Services, Inc.

GCAP Services, Inc. (GCAP), headquartered in Costa Mesa, CA, has over 23 years of labor compliance experience and provides labor compliance support services for a variety of California agencies. GCAP's clients include the Los Angeles County Department of Public Works, San Diego Association of Governments, and the San Bernardino County Transportation Authority, and Metro.

GCAP is a Metro-certified small business enterprise.

Jaquith Consulting Group

Jaquith Consulting Group (Jaquith), a Metro-certified SBE firm, is located in Tustin, CA. Collectively, the Jaquith team has over 40 years of experience assisting public agencies with developing and implementing Labor Compliance Programs and the management of multiple mega projects. Clients of the Jaquith team include SCRRA, City of Victorville, OCTA, and Metro.

Jaquith is a certified disadvantaged business enterprise and a Metro-certified small business enterprise.

Perceptive Enterprises, Inc.

Perceptive Enterprises, Inc. (PEI), headquartered in Los Angeles, CA, was established in 1999. It provides labor compliance/contract compliance, diversity-based consulting services, community outreach, and public relations and administrative/program support services for both the public and private sectors. PEI is an approved Labor Compliance Program Third Party Administrator by the State Department of Industrial Relations.

PEI has provided prevailing wage consulting services to cities, school districts, colleges/universities and other public agencies. Its clients include LA Unified School District, California State University campuses, City of Long Beach, Rosemead School District, and Montebello School District. PEI has provided labor compliance monitoring services to Metro and performance has been satisfactory.

PEI is a certified disadvantaged business enterprise and Metro-certified small business enterprise.

TSG Enterprises, Inc. dba The Solis Group

TSG Enterprises, Inc. dba The Solis Group, established in 1992, is headquartered in Pasadena, CA. It is an approved Labor Compliance Program Third Party Administrator by the State Department of Industrial Relation and has been providing labor compliance services to public sector clients for the past 19 years.

The Solis Group's California transit agencies include the Pasadena Blue Line Authority, Exposition Metro Line Construction Authority, OCTA, Gold Coast Transit, SCRRA, and the Alameda Corridor Transportation Authority. It has provided labor compliance monitoring services to Metro and performance has been satisfactory.

TSG is a Metro-certified small business enterprise and a certified disadvantaged business enterprise.

ATTACHMENT B

LIST OF RECOMMENDED CONTRACTORS

LABOR COMPLIANCE MONITORING SERVICES BENCH/PS75942001- PS75942009

	CONTRACT NUMBER	FIRM
1	PS75942001	AFD Construction
2	PS75942002	Advanced Avant-Garde Corporation
3	PS75942003	Casamar Group, LLC
4	PS75942004	Comprehensive Housing Services, Inc.
5	PS75942005	Destination Enterprises, Inc.
6	PS75942006	GCAP Services, Inc.
7	PS75942007	Jaquith Consulting Group
8	PS75942008	Perceptive Enterprises, Inc
9	PS75942009	TSG Enterprises, Inc. dba The Solis Group

DEOD SUMMARY

LABOR COMPLIANCE MONITORING SERVICES BENCH/PS75942001- PS75942009

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) will determine a Disadvantaged Business Enterprise (DBE), Small Business Enterprise (SBE), and the Disabled Veteran Business Enterprise (DVBE) goal for this bench contract prior to the issuance of each Task Order. A DBE or SBE/DVBE goal will be established based on the estimated dollar value for each Task Order, the funding source, the scope of work, and subcontracting opportunities. If the Bench has at least three (3) Metro SBEs, the Task Order solicitation will be subject to the Small Business Prime (Set-Aside) Program. Proposers were encouraged to form teams that include DBE, SBE, and DVBE firms to perform the scopes of work identified without schedules or specific dollar commitments prior to establishment of this contract.

There are a total of nine (9) Primes on the Bench, eight (8) of whom are DBE and SBE certified. One prime is SBE certified only, and one prime is also DVBE certified.

Prime 1: AFD Construction

	Subcontractors	ETHNICITY	SBE*	DVBE*	DBE
1.	AFD Construction (DBE/SBE Prime)	African American	X		X
2.	The Elite Guardian Consulting Services, Inc.			X	

Prime 2: Advanced Avant Garde Corporation

	Subcontractors	ETHNICITY	SBE	DVBE	DBE
1.	Advanced Avant Garde Corporation (DBE/SBE Prime)	Hispanic American	X		X
2.	The Elite Guardian Consulting Services, Inc.			X	

Prime 3: Casamar Group, LLC

	Subcontractors	ETHNICITY	SBE	DVBE	DBE
1.	Casamar Group, LLC (DBE/SBE/DVBE Prime)	Hispanic American	X	X	X

Prime 4: Comprehensive Housing Services, Inc.

	Subcontractors	ETHNICITY	SBE	DVBE	DBE
1.	Comprehensive Housing Services, Inc. (DBE/SBE Prime)	Caucasian Female	X		X

2.	Buchanan & Associates	African American	X		X
3.	R.L. Klein & Associates			X	

Prime 5: Destination Enterprises, Inc.

	Subcontractors	ETHNICITY	SBE	DVBE	DBE
1.	Destination Enterprises, Inc. (DBE/SBE Prime)	Caucasian Female	X		X
2.	PSM Associates, Inc.		X	X	

Prime 6: GCAP Services, Inc.

	Subcontractors	SBE	DVBE	DBE
1.	GCAP Services, Inc. (SBE Prime)	X		

Prime 7: Jaquith Consulting Group

	Subcontractors	ETHNICITY	SBE	DVBE	DBE
1.	Jaquith Consulting Group (DBE/SBE Prime)	Hispanic American	X		X
2.	The Elite Guardian Consulting Services, Inc.			X	

Prime 8: Perceptive Enterprises, Inc.

	Subcontractors	ETHNICITY	SBE	DVBE	DBE
1.	Perceptive Enterprises, Inc. (DBE/SBE Prime)	African American	X		X
2.	Gail Charles Consulting Services LLC	African American	X		X
3.	The Elite Guardian Consulting Services, Inc.			X	

Prime 9: TSG Enterprises, Inc. dba The Solis Group

	Subcontractors	ETHNICITY	SBE	DVBE	DBE
1.	TSG Enterprises, Inc. dba The Solis Group (DBE/SBE Prime)	Hispanic American	X		X
2.	ABBA Project Management			X	

***The SBE/DVBE program is race and gender neutral.**

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of $2.5 million.

ATTACHMENT D

LABOR COMPLIANCE BENCH MONITORING CONSULTANTS
AND LIFE OF PROJECT VALUES AS OF 06/30/2022

DBE/SBE Awards				
Contract No.	Consultant ID	Total Task Orders Awarded To Date	Task Order Award Amount	Amount Paid To Date
PS21307700A	Avant Garde, Inc.	17	$853,288	$ 721,566
PS21307700B	Casamar Group	4	$248,626	$248,626
PS21307700J	Gail Charles Consulting	1	$30,848	$30,848
PS21307700C	Metro Compliance Services	16	$5,125,823	4,125,005
PS21307700D	Opportunity Marketing Group	0	$0.00	$0.00
PS21307700E	Padilla & Associates	9	$1,361,355	$1,277,446
PS21307700G	Perceptive	13	$3,879,594	$3,879,594
PS21307700I	The "G" Crew	24	$855,537	$852,596
PS21307700H	The Solis Group	5	$7,057,318	$5,638,427
Total Awarded Task Order Subtotal		**89**	**$19,412,389**	**$16,774,108**
Total Task Order Value				

Non-DBE/SBE Awards				
Contract No.	Consultant ID	Total Task Orders Awarded To Date	Task Order Award Amount	Amount Paid To Date
PS21307700F	Parsons	1	$775,531	$775,531
	Parsons DBE/SBE Subconsultant Value		$865,400	$865,400
Total Awarded Task Order Subtotal		**1**	**$1,640,931**	**$1,640,931**
Total Task Order Value				

Total Task Orders Awarded	90	Amount Awarded	Amount Paid to Date
DBE/SBE Task Order Value		**$20,277,789**	**$17,639,508**
Total Task Order Value		**$21,053,320**	**$18,415,039**

Item #18

Labor Compliance Monitoring Services Bench

Executive Management Committee

September 15, 2022

Metro

PREVAILING WAGE REQUIREMENTS

Metro is required to monitor the payment of prevailing wages to workers performing on Public Works projects in accordance with the California Labor Code and the US Department of Labor, Davis-Bacon and Related Acts.

Public Works:

- Construction, alteration, demolition, installation, or repair work done under contract and paid in whole or in part out of public funds.
- It can include preconstruction and post-construction activities related to a public works project.

Anyone working on a public works project must be paid prevailing wages as determined by DIR. Projects of $30,000 or more must meet DIR's apprenticeship requirements. Failure to comply with public works requirements can result in civil penalties, criminal prosecution, or both.

Metro

RECOMMENDED CONSULTANTS & DBE/DVBE/SBE STATUS

	Consultants	Prime Certification Status	Sub Certification Status
1.	AFD Construction	SBE/DBE	DVBE
2.	Advanced Avant-Garde Corporation	SBE/DBE	DVBE
3.	Casamar Group, LLC	SBE/DVBE/DBE	
4.	Comprehensive Housing Services, Inc.	SBE/DBE	SBE/DVBE/DBE
5.	Destination Enterprises, Inc.	SBE/DBE	SBE/DVBE
6.	GCAP Services, Inc.	SBE	
7.	Jaquith Consulting Group	SBE/DBE	DVBE
8.	Perceptive Enterprises, Inc.	SBE/DBE	SBE/DVBE/DBE
9.	TSG Enterprises, Inc. dba The Solis Group	SBE/DVBE	DVBE

Metro

CURRENT & UP COMING PROJECTS

C1166	Rail to Rail Corridor
C1197	Airport Metro Connector Transit Station RFQ
C1217	Crenshaw/LAX Construction Punch Out Work
C52151C1169-2	C52151C1169-2 -Metro Center Street Project
C68946	Link US Project Phase A Construction Manager General Contractor
C70396C1204	I-5 North Capacity Enhancement Project
C72676C1207	1st/Central Eastside Access Improvement
C77307C1210	Rosecrans / Marquardt Grade Separation Project
C88836C1218	Soundwall Pkg. 10
C89664	Harbor Gateway Transit Center Electric Bus Charging Infrastructure
C0980	Regional Connector Transit Corridor D/B
C90552C1220	ESFV Advanced Utility Adjustment (AUA) DWP Power Design 1
PS89616	East San Fernando Valley Light Rail Transit Line Project

Metro

CURRENT & UP COMING PROJECTS (CONTINUED)

	West Santa Ana Transit Corridor LRT (Phase 1 & 2)
	Green Line Extension to Crenshaw Blvd in Torrance
	Metro G Line BRT Improvements
	North Hollywood to Pasadena BRT
	North San Fernando Valley BRT Improvements
	I-605 from SR-91 to South Street Improvements
	I-605 Beverly Interchange Improvements
	I-710 Early Action Soundwalls Package 2
	Sepulveda Phase 1 - Express Lanes
	I-105 ExpressLane from I-405 to I-605
	Doran Street Interim Separation Construction
	EB SR-91 Atlantic to Cherry Improvements
	Environmental Compliance and Sustainability Support Services
	WB SR-91 Shoemaker to Alondra Improvements

Metro

PREVIOUS LC BENCH SUCCESS

- A total of ten (**10)** Firms were awarded contracts on the initial Labor Compliance Bench
- Nine **(9)** of the ten firms were Small / Disadvantaged Enterprise (S/DBE) certified
- Ninety (90) task order issued within the 10-year term.
- Of the total amount awarded, 92% was awarded to SBE/DBE Consultants on the Bench.

Metro


Thank you

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

Metro

Board Report

File #: 2022-0276, **File Type:** Contract **Agenda Number:** 19.

EXECUTIVE MANAGEMENT COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: COMMUNICATIONS SUPPORT SERVICES BENCH

ACTION: AWARD CONTRACTS

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

A. AWARD sixteen (16) task order-based bench Contract Nos. PS85397000 through PS85397015, for Communications Support Services, for a not-to-exceed amount of $32,000,000 for a four-year term, effective October 1, 2022, through September 30, 2026, subject to resolution of protest(s), if any, with the following firms:

1. Arellano Associates
2. Communications Lab
3. Community Connections
4. Costin Public Outreach Group
5. Dakota Communications
6. Del Sol Group
7. Lazar Translating & Interpreting
8. Lee Andrews Group
9. MBI Inc.
10. Murakawa Communications
11. Natively Fluent
12. Northstar Alliances
13. Pacific Graphics Inc.
14. Redwood Resources
15. The Robert Group
16. VMA Communications

B. EXECUTE Task Orders under these Contracts for communications support services not exceed $5,000,000 each.

ISSUE

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With the passage of Measure M in 2016, the agency's work effort has expanded greatly. To optimize the agency's existing communications workforce and to ensure adherence to Metro's 2028 Strategic Vision, Equity Platform, CBO Partnering Strategy, and Customer Experience Plans, efforts will require a combination of agency staff and contracted services through this bench award to ensure strategic and equitable community engagement programs for Metro's projects, programs, and initiatives. In addition, numerous processes require Communication support, such as LIFE Program, and over 50 projects currently in the planning or construction phases of development. Metro's Customer Experience Department developed this bench contract concept to supplement the agency's current and future communications needs. The bench is set to augment existing and future staff on Metro operational programs and iniatives, as well as the planning, design, and construction projects as the need arises.

Staff recommends awarding contracts to 16 teams to serve this on-call bench contract under six disciplines:

1. Strategic Communications
2. Translation/Interpretation
3. Special Events and/or Digital Production
4. Professional Facilitation
5. Mailing Services
6. Technical Writing

These services will be performed on an "as-needed" basis for which task orders will be issued.

BACKGROUND

In December 2017, the Metro Board of Directors approved the establishment of ten Communications Support Services Bench contracts (Bench). The Bench contracts have been in place for five (5) years and have proven to be very successful in their utilization, with 48 Task Orders awarded totaling $21,955,568. Nine of of the ten firms were awarded task orders throughout the life of the Bench. One firm did not receive a task order because it ceased business operations and was unresponsive to task order solicitations as they were released. The Bench has now exhausted the not-to-exceed value and is set to expire on December 31, 2022. Therefore, new Bench Contracts are needed to continue communications support services to Metro's multiple projects, programs, and initiatives as requested in Recommendations A and B.

DISCUSSION

Metro's Customer Experience Department houses internal and external communications throughout the agency. The Customer Experience (CX) Department is comprised of Community Relations, Public Relations, Arts and Community Enrichment, Marketing, Customer Care, and Customer Experience. The Bench contracts will supplement the functions in any of these CX units. However, the bulk of the work that is expected through the Bench will support the Community Relations and Public Relations Units in executing public engagement, public information, and community outreach

activities on projects in the planning and construction phases of development.

The RFP was issued in accordance with the Small Business Enterprise (SBE) Set-Aside Program and was only open to Metro-certified SBEs. The new On-Call Communications Support Services Bench contracts seek to establish a highly qualified pool of contractors specializing in each of the six disciplines listed above (and detailed below).

Discipline 1 - Strategic Communications

In the development of the discipline's approach, an emphasis was placed on selecting "teams" encouraging proposers to team with other communications professionals to broaden their scope of services, experience, and areas of discipline. Proposers were also requested to include their approach for partnering with community-based/ community-based development organizations, faith-based groups, and other non-profit organizations to support the CBO Partnering Strategy's goal. Proposers will need to identify CBO partners, as appropriate, when Task Orders are issued based on the scope of work.

Twelve (12) teams were deemed qualified to be awarded a contract under Discipline 1:

1. Arellano Associates
2. Communications Lab
3. Community Connections
4. Costin Public Outreach Group
5. Dakota Communications
6. Lee Andrews Group
7. MBI Inc.
8. Murakawa Communications
9. North Star Alliances
10. Redwood Resources
11. The Robert Group
12. VMA Communications

Discipline 2 - Interpretation/Translation

Teams specializing in interpretation/translation were requested to propose their approaches to delivering these services for the required languages identified in the Title VI Limited English Proficiency Four-Factor Analysis completed by the Office of Civil Rights and Inclusion. American Sign Language and other services to accommodate stakeholders who require services per the American Disabilities Act were also requested under Discipline 2.

Two following two (2) firms are being recommended to award Bench contracts under Discipline 2:

1. Lazar Translating & Interpreting
2. Natively Fluent

These two contractors demonstrated experience in facilitating interpretation and translation services for topics including transportation, equity, race, gender identity, and/or mental health. Further, they

demonstrated experience in facilitating meetings that include groups with participants who speak other languages (other than English), use ASL, or have other disabilities that need to be accommodated if desired.

Discipline 3- Special Events and/or Digital Production

Metro requested proposals from event production experts to support virtual, live, hybrid (virtual and live) special events and programs. For live events, Contractors will be responsible for logistical planning, including rentals, refreshments, audiovisual, and jurisdictional permits, among other activities. Special events include, but are not limited to, press conferences, project milestone events, and groundbreaking/ribbon-cutting ceremonies. As part of this task, Contractors may be asked to mobilize “street teams” that staff Metro-sponsored booths at community events and festivals throughout Los Angeles County or share materials that promote Metro projects, programs, or initiatives at transit stops and stations. For virtual events, contractors will produce interactive online platforms simulating a live event or other innovative digital production to support the promoted program or initiative.

Under Discipline 3, the following five teams are being recommended a Contract award:

1. Communications Lab
2. Del Sol Group
3. Lee Andrews Group
4. North Star Alliances
5. Redwood Resources

Discipline 4 - Professional Facilitation

Contractors who specialize in professional facilitation of meetings, task forces, committees, etc., were encouraged to submit proposals under this discipline. Firms responding to this discipline provided examples of up to five past facilitation engagements which demonstrated their ability to facilitate productive meetings that: value the contributions of all participants; are designed to be supportive of participants who might otherwise be uncomfortable in a potentially contentious setting; provide the ability to have a group effectively learn and assess complex information, and allow recommendations from group discussions to emerge in a limited period of time.

One firm is being recommended an award under Discipline 4:

1. Del Sol Group

Discipline 5 - Mailing Services

Metro produces a variety of printed and digital materials used in its communications. Printed materials include but are not limited to pamphlets, booklets, postcards, invitations, posters, flyers, and other printed materials. Some of these materials are printed and distributed via United States Postal Service (USPS) to community members, while others are distributed digitally. Projects often arise on an “as-needed” basis and are not known or scheduled in advance. Materials are commonly

produced in relation to upcoming community events, Board directives, or agency initiatives. Discipline 5 contractors specialize in handling all logistical details in providing mailing services such as:

- Producing mailing distribution address lists.
- Picking up materials from the Metro headquarters building.
- Addressing, folding, stuffing, and delivering materials to USPS.
- Purchasing/securing and adhering postage, mailing permits for USPS delivery.
- Securing mailing certifications from USPS, as requested by Metro.

One firm is being recommended for a Bench Contract award:

1. Pacific Graphics Inc.

Discipline 6 - Professional Technical Writing

Metro produces various reports for programs, initiatives, and projects. In consultation with Metro Communications staff, the recommended Contractors under Discipline 6 will develop copy, messages, and text for both print and electronic informational and outreach materials including, but not limited to:

- Technical reports and documents related to agency initiatives/programs.
- Public Relations support materials such as press release drafts, media advisories, briefing papers, key messages, talking points, and opinion editorials.
- Copywriting/editing for other materials such as fact sheets, frequently asked questions, take-ones, brochures, posters, blog posts, among other materials.
- Speech writing for Metro's Senior Leadership Team.

Under this discipline, Contractors may be tasked with developing content, editing, and delivering the final product for approval in accordance with Metro's brand guidelines and User Experience (UX) policy requirements.

Three firms are being recommended a Bench Contract award under Discipline 6:

1. Del Sol Group
2. Lee Andrews Group
3. Redwood Resources

DETERMINATION OF SAFETY IMPACT

Contractors may be required to conduct tasks on Metro property where construction or operations

may be active. All safety requirements will be met with requisite training and clearance as established by Metro Safety, Construction, and Operations protocols.

FINANCIAL IMPACT

The funding for the bench contract will parallel that of the benefitting projects charged, which may include sales tax, grants, fares, and other funding sources within the agency. There is no single source that will unilaterally fund these contracts. As specific work efforts arise, task orders will be issued and funded from the corresponding project budget upon approval by the responsible project manager or relevant department.

Funding for FY23 is included in the department and cost center budgets. Each task order awarded to a Contractor will be funded with the source of funds identified for that project. Since this is a multi-year contract, the department cost center managers will be responsible for budgeting costs in future years.

Impact to Budget

The funding for these task orders is dependent upon the specific project and could consist of federal, state, or local funds.

EQUITY PLATFORM

The On-Call Communications Bench Contract awards advance Metro's commitment to equity and inclusion by ensuring communications activities provide targeted approaches to engage all stakeholders, with specific focus on marginalized and vulnerable communities across the various disciplines: strategic communications, interpretation and translation, special events, professional facilitation, mailing and writing services. Enhanced community engagement opportunities for marginalized or vulnerable groups improve equitable outcomes by capturing and elevating voices that might not otherwise be heard or included in decision-making for Metro's projects, programs, or initiatives.

Additionally, all Discipline 1 (Strategic Communications) firms will be required to follow Metro's CBO Partnering Strategy, Public Participation Plan, UX Policy and other resources to ensure best practices are utilized in developing their communications services when responding to future Task Orders. For firms awarded under Disciplines 2-6, these policies will also be required, only if applicable, because these disciplines are more specific and focus mailing on providing mailing, interpretation/translation, facilitation, writing and event/digital production services. As appropriate, the evaluation criteria for each Task Order will also include higher scoring for teams that demonstrate their commitment to partnering with CBOs and provide innovative strategies for reaching low-income individuals, Black, Indigenous and people of color, equity-focused communities and other marginalized or vulnerable populations.

The Communications Support Services Bench contracts provide business opportunities for sixteen firms that are all certified as Small Businesses Enterprises. Additionally, 12 firms (75%) are minority-

and 13 firms (81%) are women-owned businesses. Further, of the sixteen firms, eight (or 50%) are firms that are new to Metro as prime Contractors.

To ensure maximum opportunity for participation in this contract, this solicitation was advertised through periodicals of general circulation, posted on Metro's Vendor Portal, and an e-mail notice to SBE firms with applicable NAICS codes. Ample opportunity was provided for interested firms to ask questions and receive answers. The Proposal Evaluation Team (PET) was diverse. It was comprised of different department personnel with various backgrounds to comprehensively evaluate proposers and subconsultants to determine the most qualified teams. Proposers were encouraged to form teams that included opportunities to consider a mentee-mentor program where a small firm serves as a prime with larger contractor(s) mentoring the prime.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the following goals:

Goal 1: Provide high-quality mobility options that enable people to spend less time traveling.

Goal 2: Deliver outstanding trip experiences for all users of the transportation system.

Goal 3: Enhance communities and lives through mobility and access to opportunity.

Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization.

A new Communications Support Services Bench will allow the agency to engage stakeholders in an authentic, meaningful, and responsive manner on all the agency's project, programs, and initiatives.

ALTERNATIVES CONSIDERED

1. Pursue procurement processes and solicit proposals for each individual task when the requirement arises. This alternative is not recommended as it would place an undue burden on the small business community, requiring them to expend significant and costly resources to respond to multiple procurement processes each year. It would also require extensive staff time to develop a scope of work, internal estimate and proceed with a competitive procurement for each task. This would also delay the provision of services and prevent the opportunity to expedite services when needed. Additionally, procuring services on a per-assignment basis would impose a significant additional burden on the Customer Experience and Vendor/Contract Management departments.

2. Utilize existing Customer Experience staff to provide the required support services. If this alternative were exercised, Metro would need to hire dozens of additional staff with expertise in several disciplines to perform the desired work. Based on the magnitude of projects, programs and initiatives that require communications and community engagement programs, it is unlikely the agency can support this effort in-house.

3. Direct departments to procure services for their own needs. This option burdens the small business community, requiring them to expend significant and costly resources to respond to multiple procurement processes each year. It also is counter to Metro's External Communications Policy, which is designed to consolidate, optimize, and strategically coordinate communications services across the agency.

NEXT STEPS

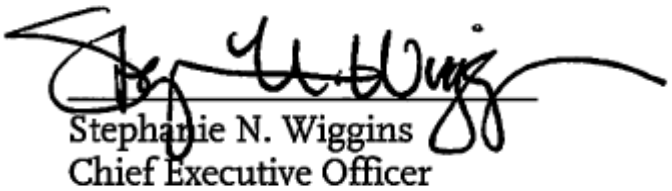
Upon Board approval, staff will establish the Communications Support Services Bench contracts with each of the selected firms effective October 1, 2022. Once contracts are executed, staff will begin issuing task orders as needed.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - DEOD Summary

Prepared by: Lilian De Loza-Gutierrez, Director, Community Relations, 213-922-7475
Antwaun Boykin, Principal Contract Administrator, 213-922-1056
Yvette ZR Rapose, Deputy Chief, Communications, 213-418-3154
Debra Avila, Deputy Chief Vendor/Contract Management, 213-418-3051

Reviewed by: Jennifer Vides, Chief Customer Experience Office, 213-922-4060



Stephanie N. Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

COMMUNICATIONS SERVICES BENCH / PS85397000-015

1.	**Contract Numbers:** PS85397000-015	
2.	**Recommended Vendors**: Arellano Associates; Communications Lab; Community Connections; Costin Public Outreach Group; Dakota Communications; Del Sol Group; Lazar Translating & Interpreting; Lee Andrews Group; MBI Media; Murakawa Communications; Natively Fluent; North Star Alliance; Pacific Graphics; Redwood Resources; The Robert Group; VMA Communications	
3.	**Type of Procurement : (check one):** ☒ **RFP** ☐ **IFB** ☐ **IFB–A&E** ☐ **Non-Competitive** ☐ **Modification** ☐ **Task Order**	
4.	**Procurement Dates**:	
	A. Issued: March 4, 2022	
	B. Advertised/Publicized March 10, 2022	
	C. Pre-proposal Conference: March 22, 2022	
	D. Proposals Due: April 28, 2022	
	E. Pre-Qualification Completed: Pending	
	F. Conflict of Interest Form Submitted to Ethics: May 18, 2022	
	G. Protest Period End Date: September 30, 2022	
5.	**Solicitations Picked up/Downloaded**: 116	**Proposals Received**: 34
6.	**Contract Administrator**: Antwaun Boykin	**Telephone Number**: **(**213) 922-1056
7.	**Project Manager**: Lilian De Loza-Gutierrez	**Telephone Number**: (213) 922-7479

A. Procurement Background

This Board Action is to approve the award of bench Contract Nos. PS85397000 through PS85397015 issued in support of the Metro Communications Department for a four-year term. The Contracts will be effective October 1, 2022 with a total not-to-exceed amount of $32,000,000. These services will be performed on an “as-needed” basis for which task orders will be issued. Board approval of contract awards are subject to resolution of properly submitted protests.

Request for Proposals (RFP) No. PS85397 was issued in accordance with Metro’s Acquisition Policy and the contract type is task order based. The RFP was issued in accordance with the Small Business Enterprise (SBE) Set-Aside Program and was only open to Metro-certified SBEs.

Two amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on March 28, 2022 extended the proposal due date;
- Amendment No. 2, issued on April 4, 2022 provided a revised Scope of Services and Form 60;

A virtual pre-proposal conference was held on March 22, 2022 and was attended by 14 firms. A total of 116 individuals downloaded the RFP and were registered on the plan

holder's list. A total of 34 proposals were received on the due date of April 28, 2022 from the firms listed below in alphabetical order:

1. Arellano Associates
2. Communications Lab
3. Community Connections
4. Costin Public Outreach Group
5. Dakota Communications
6. Del Sol Group
7. Lazar Translating & Interpreting
8. Lee Andrews Group
9. MBI Media
10. Murakawa Communications
11. Natively Fluent
12. North Star Alliance
13. Pacific Graphics
14. Redwood Resources
15. The Robert Group
16. VMA Communications

B. Evaluation of Proposals

A Proposal Evaluation Team (PET) consisting of staff from Metro Communications, Marketing, Countywide Development Public Relations was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria and weights:

Discipline 1: Strategic Communications

- Teaming Effort, Key Personnel Experience and Capabilities on the Contracting Team — 30 percent
- Experience In Transportation, LA County or Similar County & Experience in Diverse Communities — 25 percent
- Understanding of Work & Appropriateness of Approach for Implementation & Effectiveness of Management Plan — 20 percent
- Cost Proposal — 25 percent

Disciplines 2-6: Various Communications Support Services

- Experience of Skills Within Discipline — 30 percent
- Experience & Capabilities of The Contractors Key Personnel — 25 percent
- Understanding of Work & Appropriateness of Approach for Implementation & Effectiveness of Management Plan — 20 percent
- Cost Proposal — 25 percent

Several factors were considered when developing these weights, giving the greatest importance to teaming effort, key personnel experience and capabilities on the contracting team, as well as, experience of skills within the discipline.

On May 10, 2022, the members of the PET were given copies of 34 written technical proposals to begin their evaluation. The PET concluded the evaluations on June 16, 2022.

The recommended firms for the bench are listed below in alphabetical order:

No.	Contract No.	Firm
1	PS85397000	Arellano Associates
2	PS85397001	Communications Lab
3	PS85397002	Community Connections
4	PS85397003	Costin Public Outreach Group
5	PS85397004	Dakota Communications;
6	PS85397005	Del Sol Group
7	PS85397006	Lazar Translating & Interpreting;
8	PS85397007	Lee Andrews Group
9	PS85397008	MBI Media
10	PS85397009	Murakawa Communications
11	PS85397010	Natively Fluent
12	PS85397011	North Star Alliance
13	PS85397012	Pacific Graphics
14	PS85397013	Redwood Resources
15	PS85397014	The Robert Group
16	PS85397015	VMA Communications

All recommended firms above are Metro certified SBE.

C. Price Analysis

The proposed professional rates have been determined to be fair and reasonable based upon adequate competition, historical rates, and technical analysis. A price analysis will be conducted for every Task Order prior to issuance and award.

D. Background on Recommended Firms

Arellano Associates

Arellano Associates is a Chino Hills based communications firm with over 23 years of experience. Arellano Associates is a Metro certified SBE consulting firm specializing in communications and public outreach, community and government relations, and strategic planning and marketing programs throughout Los Angeles County. They offer a team of professionals who provide comprehensive communications and planning services for the full spectrum of public projects from planning to construction or implementation.

Communications Lab

Communications Lab is a City of Orange based communications firm with 12 years of experience. Communications Lab is a Metro certified SBE and DBE and has provided communications and public outreach for the Orange County Transportation Authority, Southern California Edison, and San Diego Gas and Electric.

Community Connections

Community Connections is a Los Angeles based communications firm with over 20 years of experience. The firm is a Metro certified SBE firm and an outreach specialist with experience working with and for public agencies and municipalities.

Costin Public Outreach Group

Costin Public Outreach Group (Costin) is a Corona based communications firm with over 20 years of experience. Costin is a Metro certified SBE firm who specializes in public relations, public affairs and communications. The firm has provided services for the Orange County Transportation Authority and San Bernardino Transportation Authority.

Dakota Communications

Dakota Communications is a Los Angeles based communications firm with over 20 years of experience. Dakota Communications is a Metro certified SBE and has experience building community support for public policy initiatives and programs advanced by corporate, business, governmental, non-profit and community-based organizations.

Del Sol Group

Del Sol Group is a Los Angeles based Metro certified SBE firm that was established in 2010. Del Sol Group has provided communications outreach services to University of Southern California, California Charter School Association and Southern California Edison.

Lazar Translating & Interpreting

Lazar Translating & Interpreting is a Metro certified SBE firm based in Los Angeles with over 25 years of experience providing on-site interpreting, written translation, multilingual formatting and telephone interpreting. Lazar has provided these similar sources for such agencies as the Orange County Transportation Authority and the California Department of Industrial Relations.

Lee Andrews Group

Lee Andrews Group is a Los Angeles based communications firm with over 20 years of experience. Lee Andrews Group is a Metro certified SBE firm with experience managing multiple community outreach projects and providing support and guidance to local government agencies and private entities. Lee Andrews Group has provided community

and public outreach for Alameda Corridor-East Construction Authority and the City of Bakersfield.

MBI Media

MBI is a Covina based communications firm with 28 years of experience. MBI is a Metro certified SBE firm and specializes in community relations, marketing, public relations and multi-media production. MBI has performed public outreach services for Metrolink and Los Angeles County Department of Public Works.

Murakawa Communications

Murakawa Communications is a Redondo Beach based firm that has seen the development of public outreach at Metro since before the agency's inception in 1994. Its founder, Trisha Murakawa, worked in Community Relations at the Rapid Transit District while the agency merged with the Los Angeles County Transportation Commission and worked in public affairs handling bus operations issues, rail planning and moving projects. The firm has experience working with government agencies, including LA County Public Works and Mesa Water District.

Natively Fluent

Natively Fluent is a Metro certified SBE firm based in Lake Forest with over 10 years of experience. Natively Fluent has provided translation services for clients such as: Netflix, Amazon Prime, Apple TV+, and DreamWorks.

North Star Alliance

North Star Alliance is a Metro certified SBE Los Angeles based communications firm with over 10 years of experience in providing strategic communications services to public agencies. North Star provides comprehensive community engagement strategy, targeted outreach, and stakeholder development that helps its partners achieve and maximize strategic development goals. Companies that have worked with this firm include Google and Coca-Cola Company.

Pacific Graphics

Pacific Graphics is a Metro certified SBE firm based in Los Angeles. Pacific Graphics provides full-service printing, mailing, fulfillment, and distribution services since being established in 1989. These services have been provided to other public agencies such as Southern California Edison, Orange County Transportation Authority, and Southern California Regional Rail Authority.

Redwood Resources

Redwood Resource is a Metro certified SBE based in Marina Del Rey that was established in the 1990's. Redwood Resources has been working with agencies to identify and build messages that resonate with diverse communities. Redwood Resources has provided services for the Cities of Los Angeles and Oakland.

The Robert Group

The Robert Group is a Los Angeles based communications firm with 25 years of experience. The Robert Group is a Metro certified SBE firm and is a public affairs firm with expertise in community outreach, strategic communications, and governmental relations. The firm has worked with public sector governmental agencies such as the City of Los Angeles Bureau of Sanitation and the City of Los Angeles Department of City Planning.

VMA Communications

VMA Communications is a Claremont based Metro-certified SBE that was established in 1996. VMA specializes in creating marketing materials, websites, branding/public relations campaigns and advertising to relay core messages effectively to communities. Clients of VMA Communications include California High Speed Rail Authority, City of Covina and Los Angeles County Public Works.

DEOD SUMMARY

COMMUNICATIONS SERVICES BENCH / PS85397000-015

A. Small Business Participation

Effective June 2, 2014, per Metro's Board-approved policy, competitive acquisitions with three or more Small Business Enterprise (SBE) certified firms within the specified North American Industry Classification System (NAICS) as identified for the project scope shall constitute Small Business Set-Aside procurement. Accordingly, the Contract Administrator advanced the solicitation, including posting the solicitation on Metro's website, advertising, and notifying certified small businesses as identified by NAICS code(s) that this solicitation was open to **SBE Certified Small Businesses Only.**

There is a total of sixteen (16) SBE Primes on the Bench that have committed to perform 100% of the work with their own workforce. Work throughout this contract will be issued on a task order basis, as needed.

SMALL BUSINESS SET-ASIDE

	SBE Prime Contractor	**SBE Commitment**
1.	Arellano Associates	100%
	Total Commitment	**100%**

	SBE Prime Contractor	**SBE Commitment**
1.	Communications Lab	100%
	Total Commitment	**100%**

	SBE Prime Contractor	**SBE Commitment**
1.	Community Connections	100%
	Total Commitment	**100%**

	SBE Prime Contractor	**SBE Commitment**
1.	Costin Public Outreach Group	100%
	Total Commitment	**100%**

	SBE Prime Contractor	SBE Commitment
1.	Dakota Communications	100%
	Total Commitment	**100%**

	SBE Prime Contractor	SBE Commitment
1.	Del Sol Group	100%
	Total Commitment	**100%**

	SBE Prime Contractor	SBE Commitment
1.	Lazar Translating & Interpreting	100%
	Total Commitment	**100%**

	SBE Prime Contractor	SBE Commitment
1.	Lee Andrews Group	100%
	Total Commitment	**100%**

	SBE Prime Contractor	SBE Commitment
1.	MBI Inc.	100%
	Total Commitment	**100%**

	SBE Prime Contractor	SBE Commitment
1.	Murakawa Communications	100%
	Total Commitment	**100%**

	SBE Prime Contractor	SBE Commitment
1.	Natively Fluent	100%
	Total Commitment	**100%**

	SBE Prime Contractor	SBE Commitment
1.	Northstar Alliances	100%
	Total Commitment	**100%**

	SBE Prime Contractor	SBE Commitment
1.	Pacific Graphics Inc.	100%
	Total Commitment	**100%**

	SBE Prime Contractor	SBE Commitment
1.	Redwood Resources	100%
	Total Commitment	**100%**

	SBE Prime Contractor	SBE Commitment
1.	The Robert Group	100%
	Total Commitment	**100%**

	SBE Prime Contractor	SBE Commitment
1.	VMA Communications	100%
	Total Commitment	**100%**

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of $2.5 million.

On-Call Communications Bench Support Services



PROPOSED ACTION

- AWARD sixteen task-order-based contracts for On-Call Communications Support Services
- Amount not to exceed $32M for a four-year term effective October 1, 2022 – September 30, 2026
- EXECUTE Task Order under these Contracts

Metro

Proposed Firms

1. Arellano Associates
2. Communications Lab
3. Community Connections
4. Costin Public Outreach Group
5. Dakota Communications
6. Del Sol Group
7. Lazar Translating & Interpreting
8. Lee Andrews Group
9. MBI Inc.
10. Murakawa Communications
11. Natively Fluent
12. Northstar Alliances
13. Pacific Graphics Inc.
14. Redwood Resources
15. The Robert Group
16. VMA Communications

> All firms (100%) are certified as Small Business Enterprises
> 12 firms (75%) are minority-owned
> 13 firms (81%) are woman-owned

Metro

Disciplined Approach

Advance Metro's commitment to equity and inclusion by ensuring communications activities provide approaches to engage all stakeholders with specific focus on marginalized and vulnerable communities across six disciplines:

1. Strategic Communications
2. Translation/Interpretation
3. Special Events/Digital Production
4. Professional Facilitation
5. Mailing Services
6. Technical Writing

Metro

New Bench Contracts Will:

- Provide opportunities to Small Business Enterprises
- Award contracts to six new primes (50%)
- Incorporate Metro's adopted policies/programs
  - CBO Partnering Strategy
  - Public Participation Plan
  - Equity Framework
  - Title VI Limited English Proficiency Four-Factor Analysis

Metro



Metro

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

File #: 2022-0566, **File Type:** Motion / Motion Response **Agenda Number:** 20.

EXECUTIVE MANAGEMENT COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: APPROVE METRO'S 2022 TITLE VI PROGRAM UPDATE

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

ADOPT the 2022 Title VI Program Update (Attachments A and B).

ISSUE

Title VI of the Civil Rights Act of 1964 (Title VI) prohibits discrimination on the basis of race, color, and national origin in programs that receive federal funding. The Federal Transit Administration (FTA) requires transportation agencies to demonstrate their compliance with Title VI by submitting a triennial Title VI Program Update in compliance with Title 49 CFR Section 21.9(b) and with FTA Circular 4702.1B "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," issued October 1, 2012. FTA requires the Metro Board of Directors to review and approve the Title VI Program Update prior to its submittal.

BACKGROUND

Section 601 of Title VI of the Civil Rights Act of 1964 (Title VI) states the following:

> "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Title VI sets the minimum federal requirements to prevent discrimination or benefits from being denied to federally protected groups. The Title VI Program Update consists of a report and supporting documentation that provides evidence of the equitable distribution of services, promotion of full and fair participation in public transportation decision-making without regard to race, color, or national origin, and meaningful access to transit-related programs and activities by persons with limited English proficiency. The monitoring of service provides a means to measure and adjust for impacts and benefits to protected groups, which supports Metro's goal to ensure that impacts on marginalized groups are considered in transportation decisions and service delivery. FTA reviews and concurs with the Title VI Program Update as submitted or requests additional information.

Metro last submitted a Title VI Program Update to the FTA in October 2019. On April 7, 2020, FTA sent Metro a Letter of Concurrence informing Metro that Metro's submitted Title VI Program Update met the requirements set out in the FTA Title VI Circular, 4702.1B. Metro's next Title VI Program Update is due on October 1, 2022.

DISCUSSION

Metro updates the Title VI Program every three years through an agency wide coordination. A Title VI Steering Committee was established in 2019 which includes representatives from all departments responsible for items with updates. The Title VI requirements are incorporated into projects, service and fare changes, Limited English Proficiency (LEP) tools, and ensures that Metro's Equity Platform is also at the forefront. The Low-Income threshold of $59,550 aligns with all of Metro's programs and the Public Participation Plan also includes thresholds for public engagement.

Metro's Title VI Obligations for the Program Update:

Metro will submit a Title VI Program Update that incorporates all the requirements set forth in the FTA Circular 4702.1B. There are twelve requirements under Title VI that Metro must include in Board approved program:

1. The Notice to Beneficiaries of their civil rights under Title VI;
2. The development of complaint procedures and a complaint form;
3. A list of all transit-related complaints, investigations, or lawsuits;
4. A Public Participation Plan;
5. A Limited English Proficiency (LEP) Four-Factor Analysis and Language Assistance Plan;
6. Minority representation on planning & advisory committees;
7. The provision of assistance to and monitoring of subrecipients;
8. Equity evaluations relating to the site and location of facilities;
9. Service standards and system-wide service policies;
10. The collection and reporting of demographic data;
11. The requirement to monitor transit service and report results;
12. The requirement to evaluate service and fare changes following Board adopted policies;

A more detailed description of these requirements can be found in Attachment C of this report.

Although no substantial changes were made to the Title VI Program since the 2019 submission, Metro made the following updates to the Title VI Program:

- Updated the list of Metro's Title VI transit-related complaints, investigations and lawsuits;
- Updated the Public Participation Plan to include current demographic data on Metro's stakeholders, public outreach activities since October 2019, including virtual outreach efforts during the COVID stay at home mandate, and the addition of minimum baseline thresholds for public outreach to strengthen Metro's commitment to partner and engage with the public;
- Updated the Language Assistance Plan to include an updated LEP Four Factor Analysis and the initiation of a monitoring program for the Language Assistance Plan;
- Updated the demographic data for the participants of Metro's planning and advisory

committees to identify opportunities and bring different perspectives that are not yet represented in advisory bodies;
- Updated the Title VI Program due date for Metro's subrecipients;
- Provided information on Metro's Title VI equity evaluation for the siting of new constructed facilities;
- Provided Metro's current Board-adopted service standards and policies;
- Provided updated demographical data on Metro's stakeholders and distribution of service;
- Provided documentation on Metro's Board approval of Metro's service monitoring program;
- Provided documentation of Title VI equity analyses for Metro's fare and major services changes and documentation of Metro's board approval of the Title VI equity analyses for fare and major service changes, and
- Documentation of Metro's board approval of the 2022 Title VI Program will be added to the FTA submission once program is approved by Metro's Board of Directors.
- A copy of the Board Resolution will be submitted with the program as evidence of this approval.

The full Title VI Update is presented in Attachments A and B.

DETERMINATION OF SAFETY IMPACT

The requested action in this report will have no direct impact on the safety of Metro's employees or customers.

EQUITY PLATFORM

Title VI sets the minimum federal requirements to prevent discrimination or benefits from being denied to federally protected groups, as previously noted. In addition, the program incorporates Metro's low-income threshold as well as the public engagement thresholds for community engagement. The Title VI Program Update consists of a report and supporting documentation that provides evidence of the equitable distribution of services, promotion of full and fair participation in public transportation decision-making without regard to race, color, or national origin, and meaningful access to transit-related programs and activities by persons with Limited English Proficiency (LEP). Metro's equity efforts go above and beyond Title VI requirements, however, the Title VI Program update focuses on the Title VI protected groups as required by the FTA Title VI Circular for compliance. The setting of Service Standards, the monitoring of service and the adoption of a Major Service Change Policy provides a means to measure and adjust for impacts and benefits to protected groups, which supports Metro's goal to ensure that impacts to marginalized groups are considered in transportation decisions and service delivery. The requirement to conduct Service and Fare Equity Analysis following Metro's Disparate Impact and Disproportionate Burden thresholds and the impact to the minority and low-income populations aligns with Metro's equity policies.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports strategic plan goal # 5, "Provide responsive, accountable, and

trustworthy governance within the Metro organization" by adhering to civil rights requirements mandated by Title VI of the Civil Rights Act of 1964.

NEXT STEPS

The Title VI Program Update will be submitted to the FTA no later than October 1, 2022.

ATTACHMENTS

Attachment A - 2022 Draft Title VI Program Update
Attachment B - Appendix Section 2022 Title VI Program Update
Attachment C - FTA Circular 4702.1B

Prepared by: Aida Berry, Senior Manager, Civil Rights Programs, (213) 922-2748

Teyanna Williams, Deputy Chief Civil Rights Officer (Interim), (213) 418-3168

Reviewed by: Nicole Englund, Chief of Staff, (213) 922-7950

Stephanie N. Wiggins
Chief Executive Officer

ATTACHMENT A

2022 Title VI Program Update Sept 2022

Document Available Online at:

http://libraryarchives.metro.net/DB_Attachments/LA_Metro_Title_VI_Program_20Update_20Sept2022_Draft.pdf

ATTACHMENT B

2022 Title VI Program Update Appendix

Document Available Online at:

http://libraryarchives.metro.net/DB_Attachments/Title_VI_Program_Update_AppendixFinal2022.pdf

ATTACHMENT C

FTA Title VI Circular 4702.1B

Document Available Online at:

http://libraryarchives.metro.net/DB_Attachments/Attachment_FTA_Title_Circular_1B.pdf

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

File #: 2022-0501, **File Type:** Contract **Agenda Number:** 25.

CONSTRUCTION COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: CROWN CASTLE FIBER LLC UTILITY COOPERATIVE AGREEMENT

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute the Utility Cooperative Agreement (UCA) between Los Angeles County Metropolitan Transportation Metro (Metro) and Crown Castle Fiber LLC (Crown Castle) (Attachment A).

ISSUE

As Metro's rail projects move forward, the team has identified Crown Castle communication systems within the alignment that require utility relocation and/or general utility support. This is Metro's first interaction with Crown Castle. Therefore, to move forward with the relocations and general utility support coordination, a Utility Cooperative Agreement (UCA) must be set in place between Metro and Crown Castle to memorialize roles and responsibilities. This UCA is prepared in a manner that would accommodate and support other future Metro rail and Bus Rapid Transit (BRT) projects that may require services from Crown Castle.

BACKGROUND

A well-planned utility relocation is critical to rail projects' cost and schedule. Earlier communication and closer coordination with utility companies allow smoother completion. It is critical to set up Agreements to document delivery commitments, cost-sharing, and a process to resolve disagreements so that work can continue unimpeded. This agreement is needed to enable timely and effective coordination with this utility owner.

DISCUSSION

As technology advances, new communication providers constantly install new infrastructure within Metro proposed Project areas. Such as in the case of Crown Castle. The general intent of the UCA

would be to cover the current ongoing Projects, starting with the East San Fernando Valley Transit project, 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 Metro and Crown Castle will follow for elements associated with the planning, designing, and effecting of any Rearrangements of Utility Facilities that are necessary for Metro to construct, operate, maintain and use any of Metro's transit projects. Metro and Crown Castle agree that each will cooperate with the other in all activities covered by the UCA. Work performed by Crown Castle under this UCA shall be per the work orders to be issued by Metro annually.

DETERMINATION OF SAFETY IMPACT

This Board action will have no adverse impacts on safety standards for Metro. The agreement provides direction, following Metro construction safety policies and procedures to ensure that safety is the highest priority during oversight of all phases of design and relocation.

FINANCIAL IMPACT

Work Orders will be issued to Crown Castle on an annual basis. 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.

It is the responsibility of the Cost Center Manager, Project Manager(s), and Chief Program Management Officer to budget costs incurred while executing this UCA in the future fiscal years.

EQUITY PLATFORM

This agreement encompasses multiple future rail and BRT projects, all of which will provide additional high-quality transit to the communities across Los Angeles County. The benefits of this action are to ensure that relocation of Crown Castle infrastructure is relocated in a timely manner in support of multiple future transit projects as well as ensure proper communication and notifications are provided to local residents and businesses within the affected infrastructure relocations. Communication may include, but not limited to, translated information specifically for individuals with limited English proficiency and /or appropriate communication practices for individuals with disabilities.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Agreement supports the following strategic goals:

Strategic Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. This UCA applies to all of Metro's proposed Transit projects which will provide high-capacity transit service in the San Fernando Valley and other communities to come.

Strategic Goal 2: Deliver outstanding trip experiences for all users of the transportation system. Metro's proposed transit projects will attract bus ridership and improve the trip experience for users of the transportation system.

Strategic Goal 3: Enhance communities and lives through mobility and access to opportunity. With Metro's proposed transit projects, including bus rapid transit projects, this UCA will help enhance mobility in the community.

Strategic Goal 4: Transform LA County through regional collaboration and national leadership. In collaboration with the elected officials, citizens, and Metro patrons, the execution of this UCA will positively impact Metro's future transit 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.

NEXT STEPS

After the recommended Board actions are approved, staff will execute the agreement.

ATTACHMENTS

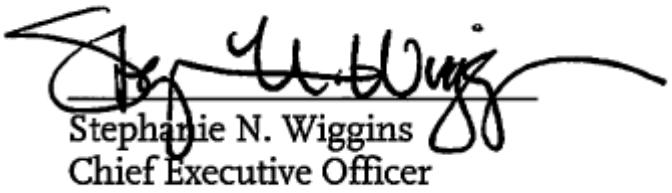
Attachment A - Utility Cooperative Agreement; Crown Castle Fiber LLC

Prepared by::

Eduardo Cervantes, Executive Officer, Third Party Administration, 213-922-7255.

Reviewed by:

Bryan Pennington, Chief Program Management Officer, (213) 922-7557



Stephanie N. Wiggins
Chief Executive Officer

UTILITY COOPERATIVE AGREEMENT

BETWEEN

CROWN CASTLE FIBER LLC

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

[INSERT DATE]

EFFECTIVE DATE

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EXHIBIT 1. SUBMITTAL REVIEW PROCEDURE
EXHIBIT 2. INSPECTION AND ACCEPTANCE PROCEDURE
EXHIBIT 3. FORMS
EXHIBIT 4. FEDERAL AND OTHER REQUIREMENTS

This Agreement is entered into by and between Crown Castle Fiber LLC ("Utility") and the Los Angeles County Metropolitan Transportation Authority (**"LACMTA"**) (each a "Party" and collectively the "Parties").

RECITALS

(A) LACMTA proposes to design, construct and operate facilities necessary and convenient for various public rail and busway transit systems within County of Los Angeles, this Agreement applies to all of LACMTA's proposed Transit Projects including the following (in each case, as may be more fully described at www.Metro.net):

- East San Fernando Light Rail Transit Project;
- projects within the LACMTA highway program (including the I-5 North County Enhancements Project);
- West Santa Ana Branch Transit Corridor;
- Eastside Transit Corridor Phase 2;
- C Line (Green) Extension to Torrance;
- G Line (Orange Line) Improvements Project;
- Sepulveda Transit Corridor Project;
- projects within the LACMTA Regional Rail program (including Link Union Station);
- various corridor congestion relief bus rapid transit projects (including Vermont Corridor, NoHo to Pasadena and North SFV);
- Crenshaw Northern Extension; and
- various LACMTA Transit Oriented Communities and Joint Development projects located on LACMTA-owned Rights-of-Way or acquired properties.

(B) One or more of the proposed Transit Projects will require the Rearrangement of portions of Utility Facilities. The Parties wish to enter into this Agreement in order to agree the rights and obligations between the Parties in connection with such Rearrangements.

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

ARTICLE 1. SCOPE AND DURATION

1.1 **Scope of Agreement**

(a) The Parties have entered into this Agreement to: (i) define the applicable procedures; (ii) manage the interfaces; and (iii) allocate the roles and responsibilities and costs between LACMTA and Utility, in each case in respect of the planning, Designing and effecting of any Rearrangements of Utility Facilities that are necessary in order for LACMTA to construct, operate, maintain and use any of the Transit Projects.

(b) The Parties acknowledge that LACMTA, at its sole discretion, may utilize various contracting methodologies to design, construct, operate and/or maintain Transit Projects including with respect to any Rearrangements of Utility Facilities. LACMTA's determination of a LACMTA Contract's scope of work shall not impact the rights and obligations set out under this Agreement.

(c) Utility acknowledges and agrees that LACMTA may:

(i) engage LACMTA Contractor(s) to carry out the design, construction, operation and/or maintenance work with respect to a Transit Project including performance of any LACMTA responsibilities with respect to any Rearrangements of Utility Facilities; and

(ii) in each LACMTA Contract, require the LACMTA Contractor to comply with and perform certain of LACMTA's obligations under this Agreement, provided in each case that nothing in this Agreement will create any contractual relationship between Utility and any LACMTA Contractor and in accordance with Section 10.11 (Limitation on Third Party Beneficiaries), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of Utility toward, any LACMTA Contractor.

(d) LACMTA acknowledges and agrees that Utility may:

(i) engage Utility Contractor(s) to perform Utility's work under the terms of this Agreement and/or any Work Order including performance of any Utility responsibilities with respect to any Rearrangements of Utility Facilities; and

(ii) in each Utility Contract, require the Utility Contractor to comply with and perform certain of Utility's obligations under this Agreement, provided in each case that nothing in this Agreement will create any contractual relationship between LACMTA and any Utility Contractor and in accordance with Section 10.11 (*Limitation on Third Party Beneficiaries*), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of LACMTA toward, any Utility Contractor.

(e) Utility acknowledges that LACMTA may at any time elect:

(i) not to proceed with any Transit Project expressly listed in the Recitals or otherwise referenced in this Agreement or notified to Utility;

(ii) to proceed with a Transit Project that is not expressly listed in the Recitals or otherwise referenced in this Agreement; or

(iii) to amend the scope of any Transit Project, each in its sole discretion.

(f) The Parties agree that on the Effective Date, the terms of this Agreement shall supersede any conflicting terms of prior existing agreements between the Parties (or affiliates of the Parties) provided that:

(i) any Rearrangements of Utility Facilities that have been approved and granted a Work Order number prior to the Effective Date shall continue until completed and approved under the applicable Work Order and shall be constructed in accordance with the standards and plans approved by the Parties in accordance with the applicable Work Order; and

(ii) 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 LACMTA with respect to the occupancy by Utility of, or any interest of Utility in real property owned by or under the operating jurisdiction of LACMTA; (B) any such easements or other agreements between Utility and any former owner of real property now or hereafter owned by LACMTA, and to which LACMTA has become or hereafter becomes a successor either by assignment or by operation of law; or (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 LACMTA has a statutory or other right to install Transit Project Facilities, and without prejudice to the foregoing, the Parties acknowledge and agree that this Agreement is not intended to, and will not, limit the Parties' ability to enter into any subsequent agreements with respect to a Transit Project or any other subject matter.

(g) Utility acknowledges that as between LACMTA and Utility, LACMTA has sole discretion to determine whether, and which, features or facilities are required in order for LACMTA to comply with its obligations under Applicable Law in connection with a Subject Transit Project.

1.2 **Duration of Agreement**

(a) The initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and shall continue until the date falling 15 years after the Effective Date, unless terminated earlier or extended in accordance with the terms of this Agreement.

(b) 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 90 days prior to the end of any term (including the Initial Term).

ARTICLE 2. GENERAL OBLIGATIONS

2.1 **Governance**

(a) Utility and LACMTA shall each designate an individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to this Agreement (the **"Utility Representative"** and **"LACMTA Representative"**, respectively).

(b) Utility and LACMTA may, in addition, each designate an alternate individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to the application of this Agreement to a Subject Transit Project (in which case, any references to the Utility Representative or LACMTA Representative under this Agreement shall be deemed to include such designated representatives with respect to that Subject Transit Project). A single individual may serve as a designated representative for more than one Subject Transit Project.

(c) Either Party may change a representative designated under Section 2.1(a) or 2.1(b) (*Governance*) by providing seven days' prior Notice to the other Party.

(d) LACMTA may establish Working Groups in relation to a Transit Project or particular aspects of a Transit Project for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractors and other attendees to monitor the progress of the Transit Project, to consider issues, or potential issues, and to present, understand and discuss proposed solutions with respect to the Transit Project. On LACMTA's written request, Utility shall ensure the attendance (in person or via videoconference or teleconference) of the Utility Representative (or a delegate) at any Working Group meeting held with respect to a Subject Transit Project during normal business hours and upon reasonable notice. Any Working Group meeting attended by a Utility Representative (or a delegate) is consultative and advisory only and nothing which occurs during any such Working Group meeting and no information that is presented during any such Working Group meeting will:

(i) affect the rights or obligations of either Party under this Agreement;

(ii) entitle a Party to make any claim against the other;

(iii) relieve a Party from, or alter or affect, a Party's liabilities or responsibilities whether under this Agreement or otherwise according to Applicable Law;

(iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law; or

(v) be construed as a direction by a Party to do or not do anything.

2.2 **Work Orders**

(a) Utility's obligation to perform work under this Agreement shall arise upon the issuance by LACMTA of an authorized Work Order. notwithstanding that when LACMTA (or another governmental agency) has prior existing rights in real property located within the Subject Transit Project area, Utility may be obligated to perform work necessary to support a Subject Transit Project without the issuance of a Work Order and without reimbursement for Costs under this Agreement.

(b) If Utility is required to perform work and/or provide support and/or services under the terms of this Agreement or LACMTA requests that Utility perform work and/or provide support and/or services under the terms of this Agreement, Utility shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which Utility shall require reimbursement with respect to that scope of work.

(c) Upon LACMTA's approval of a Form 60 submitted to it by Utility with respect to a scope of work under Section 2.2(a) (*Work Orders*), LACMTA will issue a Work Order to Utility for such scope of work.

(d) Each Work Order issued by LACMTA to Utility in accordance with this Agreement shall specify the work authorized to be performed and any materials or equipment to be acquired, the amount of money that Utility will be reimbursed for the authorized work as agreed under the applicable Form 60, and a schedule, including the estimated starting and finishing dates for the authorized work.

(e) On receipt of a Work Order issued in accordance with the terms of this Agreement, Utility must: (i) promptly commence work on any elements of work authorized under the Work Order that are unchanged from the applicable Form 60; and (ii) promptly and without delay (and in any case within 10 days of issuance by LACMTA) accept any changes or additions (including any additional or supplemental provisions) agreed to the applicable Form 60 by counter-signing the Work Order or otherwise by written acceptance by the Utility Representative, followed by commencement of the applicable work under the Work Order. If Utility fails to accept the Work Order within 10 days (if applicable), the Work Order will be deemed to be accepted by Utility.

(f) Except where authorized under a separate agreement with LACMTA (in which case, payment, credits or reimbursement will be in accordance with the terms of such agreement), Utility is not authorized to do any work and will not be paid, credited or reimbursed for costs or expenses associated with any work performed in connection with a Rearrangement or a Subject Transit Project or otherwise under the terms of this Agreement, that is not expressly authorized by a Work Order.

(g) Except in the case of a change required due to an emergency (which notification may be given orally before being confirmed in writing within three days), Utility may submit proposed changes to a Work Order in writing to LACMTA for approval.

(h) LACMTA may terminate any Work Order at any time at its sole discretion, provided that Utility will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.

(i) Utility must promptly notify LACMTA if at any time it anticipates:

(i) exceeding 75% of the total estimated Costs under any Work Order within the next 60 days;

(ii) that the total Costs under any Work Order will be in excess of 10% greater than previously estimated Costs; or

(iii) that the estimated finishing date will be later than the date stated in the Work Order, and must request an amendment to such Work Order pursuant to Section 2.2(g) (*Work Orders*).

(j) Utility must complete (either through its own forces or through Utility Contractors) all work authorized by any Work Order in accordance with Applicable Law, Governmental Approvals and the terms of this Agreement and the applicable Work Order. Utility must cooperate with LACMTA and take such actions as LACMTA may reasonably request, to ensure performance of work under a Work Order.

2.3 **Deadlines and Delays**

(a) Utility agrees to cooperate and coordinate with LACMTA in accordance with the terms of this Agreement in order for LACMTA to achieve the project schedule for a Subject Transit Project and to allocate sufficient staff and other resources necessary to provide the level of service required to meet the scope of work and work schedules, review periods and timelines identified in this Agreement and any Work Orders. Utility acknowledges that development of a Subject Transit Project will require strict compliance with the scheduling requirements of this Agreement and the applicable Work Order, and that failure to meet the deadlines set out in this Agreement or in the applicable Work Order could cause LACMTA and/or its LACMTA Contractor(s) to incur substantial costs as a result of such delay, or may result in Utility needing to take measures to avoid delay to a Subject Transit Project.

(b) If Utility fails to carry out any work or obligations for which it is responsible under the terms of this Agreement and/or any Work Order in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order, and such failure is attributable to Utility, then, to the extent such delay directly causes: (i) LACMTA to incur additional costs; or (ii) a delay to the Subject Transit Project, Utility must reimburse LACMTA for all actual and documented costs and expenses incurred or arising out of such delay arising out of such delay. Utility must pay such costs to LACMTA within 90 days after receipt of an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from Utility to LACMTA pursuant to this Section 2.3(b) from payment(s) due to Utility.

(c) To the extent a failure by LACMTA to perform its work and obligations in accordance with the work schedules, review periods and timelines identified in this Agreement and/or any Work Order results in a delay to the performance of Utility's work under a Work Order, Utility will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under the terms of the applicable Work Order.

2.4 **Coordination and Cooperation**

(a) The Parties acknowledge that the timely completion of a Subject Transit Project will be influenced by the ability of LACMTA and Utility to coordinate their activities, communicate with each other, and respond promptly to reasonable requests.

(b) Utility agrees to each Rearrangement and to cooperate with LACMTA's applicable requirements for the Subject Transit Project, in accordance with the terms of this Agreement subject to the following:

(i) whenever it is reasonably possible to do so without causing increased costs for or delay in a Transit Project, as determined by LACMTA, relocation of Utility Facilities will be avoided, and Utility Facilities will be Protected-in-Place;

(ii) reimbursement of Costs in accordance with and to the extent contemplated by, Section 6.2 (*Reimbursements to Utility*);

(iii) LACMTA shall give Utility at least 30 days (unless prior rights are involved) written notice before requiring Rearrangement of a Utility Facility; and

(iv) if necessary to ensure continuity of transmission or distribution of the applicable public utility during any Rearrangement work, Utility may install a Temporary Facility to provide the applicable public utility service until such time as the related Rearrangement work is complete or the usual service is restored, whichever is earlier.

(c) The Parties acknowledge that Utility is required to address the interests of joint users of its Utility Facilities. Where there are joint users of a Utility Facility (or a part of it) that is the subject of a Rearrangement, Utility shall identify and notify LACMTA of all joint users of such Utility Facility prior to commencing any work with respect to that Rearrangement and Utility shall be responsible for addressing any applicable joint users' interests when exercising its rights under this Agreement.

2.5 **Coordination of Utility Activities**

(a) If Utility plans to undertake any Adjacent Work, Utility will coordinate the design and performance with LACMTA so that such Adjacent Work will not interfere with, disrupt or delay the design, construction, operation or maintenance of the applicable Transit Project or the Design and Construction of a Rearrangement by LACMTA including by:

(i) complying with the terms of this Section 2.5 and LACMTA's standard procedures for Adjacent Works;

(ii) delivering copies of all designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the Adjacent Work and to approve the final designs and plans for the Adjacent Work; and

(iii) if LACMTA reasonably determines and notifies Utility that the Adjacent Work will, in whole or in part, interfere with, disrupt or delay the design, construction, operation or maintenance of the applicable Transit Project, conditioning the implementation of the Adjacent Work (or relevant part of it) on scheduling adjustments and/or other modifications as LACMTA deems appropriate to ensure its Transit Project Schedule will not be directly delayed by the proposed Adjacent Work.

(b) The terms of this Section 2.5 shall not apply in emergency situations; however, in such situations Utility will coordinate with LACMTA to the extent feasible in light of the circumstances, subject to all related safety requirements described in this Agreement and any applicable Work Order.

(c) Utility will, and will ensure that any Utility Contractor performing any Adjacent Work and/or Construction and maintenance of any Rearrangement under the terms of this Agreement or a Work Order is obligated under contract and/or a permit process to:

(i) fully co-operate and coordinate with LACMTA and the LACMTA Contractors including:

(A) attending interface definition and coordination meetings upon reasonable request; and

(B) providing any other interface data reasonably requested by LACMTA or the relevant LACMTA Contractor and necessary to complete interface coordination;

(ii) perform the work so as to minimize any interference with or disruption or delay to construction, operation or maintenance of the Subject Transit Project or the Design and Construction of a Rearrangement;

(iii) comply with LACMTA's or the relevant LACMTA Contractor's site access, track allocation/work permit procedures and work health and safety policies and procedures; and

(iv) promptly advise LACMTA of all matters arising out of the such work that may interfere with, disrupt, delay or otherwise have an adverse effect upon the Subject Transit Project or Rearrangement.

2.6 **Governmental and Lender Requirements**

If a Subject Transit Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, Federal Transit Administration, other Governmental Entities, and/or financial institutions providing grants, funding or financing, LACMTA will notify Utility and the Parties will comply with the terms and conditions set out in Exhibit 4 (*Federal and Other Requirements*) and any additional prescribed governmental and lender requirements set out in an applicable Work Order or otherwise under the applicable grant, funding or financing agreements notified to Utility.

2.7 **Discretions**

Except as otherwise expressly provided in this Agreement, all determinations, consents, waivers, or approvals of a Party under this Agreement must not be unreasonably withheld, conditioned, or delayed.

ARTICLE 3. DESIGN

3.1 **Design Responsibilities**

(a) Except to the extent of any Design work requested to be performed or to be performed by Utility under Section 3.1(b) (*Design Responsibilities*), LACMTA will (directly or through LACMTA Contractors) design all Rearrangements and produce all Design Documentation relevant to those Rearrangement works in accordance with the terms of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor.

(b) LACMTA may request and authorize Utility to Design a Rearrangement and provide Design Support with respect to that Rearrangement or to provide Design Support and perform Design-related activities with respect to the Design of a Rearrangement prepared by LACMTA under Section 3.1(a) (*Design Responsibilities*), in each case pursuant to the procedures set out under Section 2.2 (*Work Orders*). A Form 60 submitted by Utility in accordance with this Section 3.1(b) and Section 2.2 (*Work Orders*) shall estimate the total effort required to perform the requested Design, Design Support and/or other Design-related activities and shall attach the schedule prepared in accordance with this Agreement and agreed by the Parties for the performance of the requested Design, Design Support and/or other Design-related activities. Utility must diligently perform and shall ensure that any Utility Contractors diligently perform, the Design, Design Support and/or other Design-related activities authorized under a Work Order in accordance with the terms of that Work Order and this Agreement. Utility shall be responsible for any errors and omissions in any Design Documentation prepared by Utility or a Utility Contractor.

(c) Without prejudice to the scope of and timelines for any Design Support services agreed under Section 3.1(b) (*Design Responsibilities*), within 30 days after Utility's receipt of written request from LACMTA, Utility shall identify and disclose to LACMTA the nature and location of all Utility Facilities which are located under or over LACMTA Right-of-Way and on adjacent public street right-of-way, whether or not Abandoned, and such other information as may be requested by LACMTA with respect to the identification of the nature and location of all Utility Facilities. Any Form 60 submitted by Utility to LACMTA in accordance with Section 2.2 (*Work Orders*) for Design Support services with respect to the identification of existing Utility Facilities shall comply with the following:

(i) where potholing of existing Utility Facilities for the purpose of Design verification is agreed by the Parties as a Design Support service: (A) such potholing activities shall be shown in the applicable Form 60 as an 'Other Direct Cost (ODC)'; (B) preparation and execution of the related potholing work plan shall be considered a Design Support activity; and (C) submission of the applicable Form 60 shall indicate: whether the scope involved is to excavate a trench of certain width, length, and depth; use of ground penetrating radar where physical ground disturbance may be problematic; whether traditional drilled holes with vacuum extraction of soil is the recommended method of exploration; that the findings shall be presented in a brief report by a qualified utility engineer; coordination activities such as DigAlert markings, obtaining a public works street-use type permit; and

(ii) where Utility is requested to provide LACMTA as-built Utility plans and records as a matter of routine course of conducting business with LACMTA, such as during the Planning Phase of a Transit Project (as opposed to the Design Development phase) this shall be at no cost to LACMTA.

(d) Prior to submitting a Form 60 to LACMTA with respect to any Design work for a Rearrangement to be performed by Utility in accordance with Section 3.1(b) (*Design Responsibilities*), Utility will arrange a documented working group meeting amongst all applicable stakeholders (including the local City public works "Utility Coordination" representative) to agree the scope of the Rearrangement and the Design work required with respect to the Rearrangement.

(e) Where Utility is responsible for the Design of a Rearrangement, Utility shall coordinate with the local City public works "Utility Coordination" representative, to apply for and obtain all necessary permits and approvals from all local jurisdictions in order to perform the Construction of that Rearrangement.

(f) Following issuance of a Work Order for the performance by Utility of Design work for a Rearrangement, LACMTA will provide to Utility the Subject Transit Project plans and other information relevant to the Design work if available.

3.2 **Design Requirements**

Any Design work for any Rearrangements shall be performed in accordance with:

(a) the Design requirements set out in this Agreement and any applicable Work Orders;

(b) all Governmental Approvals and Applicable Law; and

(c) subject to Section 3.5 (*Utility Standards*), the Utility Standards or, in the case of those Rearrangements of Utility Facilities that will cross over, above or below a Transit Project Right-of-Way, the applicable requirements in the most recent version of Metro's Rail Design Criteria or contract specifications for the Subject Transit Project (as applicable).

3.3 **Design Review Procedure**

All Designs for Rearrangements (whether the responsibility of LACMTA or Utility under Section 3.1 (*Design Responsibilities*)) shall be submitted, reviewed and approved in accordance with the procedures and review periods set out in Exhibit 1 (*Submittal Review Procedure*) and otherwise in accordance with the terms of this Agreement and any applicable Work Orders.

3.4 **Design Development**

(a) The Parties acknowledge and agree that the Design Documentation for any Rearrangements will be submitted for review progressively in Packages and in a manner and at a rate which, having regard

to the quantum of Design Documentation submitted, will give the other Party a reasonable opportunity to review the submitted Design Documentation.

(b) In the case of the Rearrangements where LACMTA is responsible for the Design under Section 3.1 (*Design Responsibilities*), LACMTA and the applicable LACMTA Contractor will retain responsibility for defining the scope and timing of delivery of the Packages at each stage of Design taking into account the Subject Transit Project schedule and contracting methodology.

(c) The Design Documentation for the Design of a Rearrangement will be complete in all respects and will specify any Utility pre-approved design details and Construction practices utilized in the Design, including specifying proprietary underground vaults, shoring systems, standard plans, and parts (including connectors, valves, gaskets and custom components).

3.5 **Utility Standards**

(a) Utility shall explicitly identify the Utility Standard(s) applicable to a Rearrangement in the initial Form 60 submitted with respect to the Design, Design Support and/or other Design-related activities for that Rearrangement and prior to the issuance of the first Work Order for Design, Design Support and/or other Design-related activities for that Rearrangement.

(b) Any changes or additions to the Utility Standards applicable to a Rearrangement:

(i) after notification under Section 3.5(a) (*Utility Standards*), requires prompt written notice from Utility (and in any case within 15 days' of adoption), with supporting information including the formal date of adoption and, in the case where Utility is responsible for the Design of the applicable Rearrangement under Section 3.1 (*Design Responsibilities*), the schedule and cost impact to the applicable Design work; and

(ii) after the establishment of the Basis of Design for that Rearrangement, shall be considered a "Betterment" for the purposes of this Agreement.

(c) Utility agrees that it shall not adopt any new Utility Standard(s) or otherwise amend or supplement any existing Utility Standards or its interpretation or application of any existing Utility Standards for the sole or primary purpose of affecting a Subject Transit Project or Rearrangement. All Utility Standards shall be applied to the Rearrangements hereunder in the same manner as they are applied by Utility to standalone projects that are financed primarily by Utility or projects constructed by Utility's in-house crews or Utility Contractors.

(d) Without prejudice to the other terms of this Section 3.5, with respect to both Design and Construction of a Rearrangement, in interpreting applicable Utility Standards, and in exercising any discretion granted by applicable Utility Standards, the Parties shall make such interpretations and exercise such discretion in a manner so as to impose the minimum requirements necessary to comply with Applicable Law. 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.

3.6 **Changes to Design**

LACMTA or Utility may make changes to a previously approved Design 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, LACMTA shall have no obligation to consent to or approve any Utility requested changes that will necessitate re-submittal of Design for new approvals, delay Construction of the Rearrangement or

construction of the Subject Transit Project, or increase the cost of Construction of the Rearrangement or construction of the Subject Transit Project. The cost of the increased scope, if any, attributable to changes in approved plans or specifications requested by Utility and approved by LACMTA shall be borne by Utility, unless the change in approved plans or specifications was necessitated by an unanticipated site condition or event.

3.7 **Permits**

(a) After approval of the Final Design of a Rearrangement in accordance with this ARTICLE 3 the Party performing the Design work for the Rearrangement or the Applicable Contractor shall obtain all necessary Governmental Approvals, Railroad PUC permits and required track allocation request approvals for the Construction of the Rearrangement; provided, however, LACMTA shall be responsible for obtaining (or causing its LACMTA Contractor(s) to obtain) all such Governmental Approvals required for any Construction to be performed by LACMTA or its LACMTA Contractor(s) in accordance with ARTICLE 4 (*Construction*) whether or not it performed the Design work for the Rearrangement. Each Party shall use reasonable efforts to assist the other Party in securing any necessary Governmental Approvals. Without prejudice to Sections 3.2 (*Design Requirements*) and 4.2 (*Construction Requirements*), each Party shall comply with the terms of all applicable Governmental Approvals in carrying out its work under this Agreement.

(b) Where the Subject Transit Project is federalized (use of federal funds as notified by LACMTA to Utility in accordance with Section 2.6 (*Governmental and Lender Requirements*)) and Utility has been requested to perform Design work in accordance with Section 3.1(b) (*Design Responsibilities*), Utility acknowledges the requirements to process "Utility Agreements" and "R/W Certification" (as those terms are used in the LAPM) in accordance with Caltrans Local Assistance Procedures Manual (LAPM) Chapter 14 – Utilities, local agency internal City and public works adopted procedures and LACMTA's third party administration procedures (as published and notified to Utility from time to time).

ARTICLE 4. CONSTRUCTION

4.1 **Construction Responsibilities**

(a) Utility shall perform (through a Utility Contractor or in-house construction crews) all Construction for each Rearrangement, unless, during the Design phase, LACMTA and Utility mutually agree that LACMTA 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, taking into account the contracting methodology selected by LACMTA for the Subject Transit Project as referenced in Section 1.1(b) (*Scope of Agreement*) and the project schedule for the Subject Transit Project, as referenced in Section 2.3 (*Deadlines and Delays*).

(b) If agreed by the Parties under Section 4.1(a) (*Construction Responsibilities*) that LACMTA (or a LACMTA Contractor) shall perform the Construction of a Rearrangement, LACMTA may request and authorize Utility to provide Construction support services and related activities with respect to the Construction of that Rearrangement, pursuant to the procedures set out in Section 2.2 (*Work Orders*) and Utility agrees to coordinate its efforts and cooperate with the relevant LACMTA Contractor(s) performing Construction and to diligently perform and to ensure that any Utility Contractor diligently performs, all such Construction support services and related activities, in accordance with the terms of the applicable Work Order and this Agreement.

(c) LACMTA shall be responsible for all claims and stop notices or mechanic's liens filed by LACMTA Contractors for Construction work performed on Utility Facilities.

4.2 **Construction Requirements**

All Construction work for the Rearrangement shall be performed in accordance with:

(a) the approved Final Design (including any changes agreed under the terms of this Agreement);

(b) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (*Utility Standards*), the Utility Standards;

(c) applicable environmental mitigation and control requirements including without limitation to construction noise and vibration, air pollution controls, and potential archaeological, biological, and paleontological monitoring measures as applicable;

(d) all other Construction requirements set out under the terms of this Agreement and any applicable Work Order; and

(e) subject to Section 3.5 (*Utility Standards*), the Utility Standards or, in the case of those Rearrangements of Utility Facilities that LACMTA is responsible for Constructing under Section 4.1 (*Construction Responsibilities*) and that will cross over, above or below the Transit Project Right-of-Way, the applicable requirements in the most recent version of Metro's Rail Design Criteria and/or contract specifications for the Subject Transit Project (as applicable).

4.3 **Rights-of-Way**

(a) Replacement rights-of-way for the relocation of Conflicting Facilities shall be determined during Design Development and, if needed, may be acquired by LACMTA or Utility following approval by the Parties of the location and type of such replacement rights-of-way. When reasonably possible and where the Utility Facilities being Rearranged are located in a public right-of-way, a Rearrangement shall be located in existing public rights-of-way. The required rights-of-way shall be acquired so as not to impair LACMTA's schedule for the Subject Transit Project. If Utility cannot acquire necessary private rights-of-way without out-of-pocket expense to itself, such private rights-of-way may be acquired by LACMTA. Upon acceptance of the applicable Replacement Facility, Utility shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all Utility real property interests (except franchise rights and except where Utility owns the property in fee simple) being taken out of service by the Rearrangement, and for which replacement real property interests are provided. Where Utility requires replacement rights-of-way within Transit Project Right-of-Way owned by LACMTA, LACMTA shall be responsible for providing such replacement rights-of-way, subject to the rights and needs of LACMTA.

(b) Subject to the other terms of this Section 4.3, any cost associated with Utility acquiring any temporary construction easements or other real property rights (including for installation of temporary Utility Facilities) that are needed for any Construction of a Rearrangement performed by Utility shall be considered a "Cost" under this Agreement. LACMTA will be responsible for obtaining any temporary construction easements or other real property rights that are needed for Construction of a Rearrangement that LACMTA is performing and any cost associated with Utility using such easements or other rights shall be considered a "Cost" under this Agreement.

(c) Within 60 days after request by LACMTA and as part of the Design Support performed by Utility, Utility shall furnish to LACMTA copies of any non-privileged agreements or other documents evidencing Utility's franchise, easements, or other existing rights in real property for its Utility Facilities that are located within the Subject Transit Project area. Utility's cost to provide such documentation shall be reimbursed by LACMTA as Design Support services under an authorized Work Order issued under Section 2.2 (*Work Orders*).

(d) For any Utility Facilities located within the Transit Project Right-of-Way owned by LACMTA that are being Abandoned in place or dismantled, but are not being replaced by a Replacement Facility, upon

request by LACMTA, Utility shall quitclaim to LACMTA (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.

(e) Without prejudice to Section 2.5 (*Coordination of Utility Activities*), each Party shall provide the other with a license to such Party's right-of-way located within or near the Transit Project Right-of-Way, in a form reasonably acceptable to such other Party, for the purpose of allowing on the relevant right-of-way, the carrying out construction, operation or maintenance of the Subject Transit Project (in the case of a license granted to LACMTA), or the operating or maintaining a Utility Facility (in the case of a license granted to Utility).

(f) Real property interest Costs shall be invoiced separately from other Cost items, but shall be reimbursable to the extent provided in Sections 6.2 (*Reimbursements to Utility*) and 6.3 (*Reimbursement and Credits to LACMTA*).

4.4 **Utility Construction of Rearrangements**

LACMTA shall request and authorize Utility to perform the Construction of all or part of a Rearrangement that Utility shall perform under Section 4.1 (*Construction Responsibilities*), pursuant to the procedures set out in Section 2.2 (*Work Orders*). A separate Work Order will be issued for Construction of each Rearrangement. In such event:

(a) Utility shall commence and diligently perform and shall ensure that any Applicable Contractor commences and diligently performs, the Construction of such Rearrangement to completion as authorized by the Work Order, in accordance with the terms of this Agreement and the Work Order and the work schedule for such Construction set out in the Work Order. Utility acknowledges and agrees that the work schedule for such Construction shall coincide closely and be coordinated with LACMTA's 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 Subject Transit Project; provided, however, that the schedule for work by Utility shall allow Utility a reasonable period of time for performance of its responsibilities under this Agreement and the Work Order;

(b) to the extent applicable, Utility shall include a copy of any standalone environmental clearance of the Rearrangement as an attachment to the Form 60 for that Rearrangement; and

(c) the name of the Utility's or Utility Contractor's lead superintendent and/or project manager assigned to the Construction of a Rearrangement shall be provided to LACMTA in the applicable Form 60. The resume(s) of the assigned lead superintendent and/or project manager shall also be attached to the applicable Form 60. The resume(s) shall demonstrate Utility or Utility Contractor has assigned a lead superintendent and/or project manager with the appropriate qualifications, capability and experience to perform the applicable Construction work.

4.5 **Construction Staging Plans**

(a) A construction staging plan shall be developed for any Construction of a Rearrangement to be performed within public rights-of-way. The Parties will agree which Party (directly or through its Applicable Contractors) will be responsible for the preparation of construction staging plans for such Construction work. Where Utility is responsible for preparation of the construction staging plans under this Section 4.5(a), LACMTA shall request and authorize Utility to perform the work of preparing the construction staging plan pursuant to the procedures set out in Section 2.2 (*Work Orders*); and, where practicable, in the same Work Order authorizing the applicable Construction work.

(b) Each construction staging plan will be agreed prior to commencement of the applicable Construction work and provide, among other things, for:

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

(ii) actions to maintain access to businesses adjacent to the Construction areas, as possible, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the worksite traffic control plans; and

(iii) elements of public awareness as well as mechanisms to assist affected parties in complaint resolutions.

4.6 **"As-Built" Drawings and Contract Documents**

(a) LACMTA and Utility shall each maintain a set of "as-built" plans of Rearrangements performed by LACMTA and Utility, respectively, during the progress of Construction. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within 75 days after completion of such work for each set of plans. All "as-built" plans (whether provided by LACMTA or by Utility) shall be native CAD files (including, for example, in Auto-Cad by Autodesk format or equivalent interoperable MicroStation version file format).

(b) LACMTA and Utility agree to provide the other with electronic files of those final contract documents that they have prepared, or caused to be prepared, to govern the Construction of a given Rearrangement by their Applicable Contractor so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible.

4.7 **Underground Service Alert**

Prior to any commencement of underground Construction work by either Party, the Party performing such work, or its Applicable Contractors, shall notify Underground Service Alert in accordance with Applicable Law.

4.8 **Hazardous Materials and Archaeological Remains**

(a) As between Utility and LACMTA, LACMTA shall be responsible, at its sole cost and expense, for the investigation of potential hazardous materials or Archaeological Remains within the Transit Project Right-of-Way that would directly impact construction of the Subject Transit Project.

(b) Without prejudice to the terms of Section 3.7 (*Permits*), LACMTA shall prepare, at its sole cost and expense, all environmental impact reports/statements required by Applicable Law for the construction of each Transit Project.

(c) Each Party shall provide the other Party with all information and documents relating to the existence of any hazardous material and/or Archaeological Remains within the Transit Project Right-of-Way or any site on which Construction work for a Rearrangement will be carried out promptly after becoming aware of such information or documents including, without limitation, any environmental impact reports or soil tests. This requirement does not apply to information, such as attorney-client communications, that is subject to confidentiality under Applicable Law

(d) Where LACMTA is responsible for costs relating to the presence or existence of any environmental hazard under Section 6.2(c) (*Reimbursements to Utility*), LACMTA will be responsible for the

management, treatment, handling, storage, monitoring, remediation, removal, transport, and disposal of such environmental hazard (**"Remedial Action"**). Utility shall not commence Construction of any Rearrangement until: (i) LACMTA has completed the required Remedial Action in accordance with this Section 4.8(d); or (ii) LACMTA issues a Work Order pursuant to Section 2.2 (*Work Orders*) authorizing Utility or a Utility Contractor to carry out such Remedial Action. For the avoidance of doubt, to the extent an environmental hazard is caused by, arises out of, or as a consequence of, any action of Utility or a Utility Contractor, LACMTA will not be responsible for any Remedial Action under this Section 4.8(d) or for costs under Section 6.2(c) (*Reimbursements to Utility*).

(e) Utility shall promptly, and before the environmental hazard is disturbed, notify LACMTA of any environmental hazard encountered in carrying out Construction under this Agreement. If: (i) pursuant to Section 4.8(d) (*Hazardous Material and Archaeological Remains*), LACMTA is responsible for any Remedial Action with respect to such environmental hazard, LACMTA shall: (A) promptly commence such Remedial Action; or (B) issue a Work Order pursuant to Section 2.2 (*Work Orders*) authorizing Utility or a Utility Contractor to carry out such Remedial Action; or, (ii) the environmental hazard was caused by, arises out of, or as a consequence of, any action of Utility or a Utility Contractor, Utility shall promptly commence any Remedial Action required under Environmental Law. Utility shall suspend Construction work (excluding any Remedial Action, if applicable) at the site of the environmental hazard until the required Remedial Action is complete.

(f) The Party discovering an environmental hazard shall make any required notifications to federal, state, and/or local agency(ies) in accordance with Applicable Law (with a copy to the other Party).

(g) If Archaeological Remains are encountered by Utility in carrying out Construction under the terms of this Agreement, Utility must:

(i) immediately report the discovery to the LACMTA Representative;

(ii) ensure that the Archaeological Remains are preserved and protected in place and not disturbed further including by halting Construction work in the vicinity of the Archaeological Remain, if necessary;

(iii) comply with all requirements of Governmental Entities and any directions of the LACMTA Representative in relation to the Archaeological Remains; and

(iv) continue to perform the Work, except to the extent otherwise: (A) directed by the LACMTA Representative; (B) ordered by a court or tribunal; or (C) required by Applicable Law.

(h) All Archaeological Remains found on or under the surface of the Transit Project Right-of-Way will, as between the Parties, be the absolute property of LACMTA and LACMTA shall be responsible for making any required notifications to federal, state, and/or local agency(ies) in accordance with Applicable Law.

4.9 **Inspection and Acceptance**

The Parties agree that inspection and acceptance of the Construction of Rearrangements performed under this Agreement will be carried out in accordance with the procedure set out in Exhibit 2 (*Inspection and Acceptance Procedure*).

4.10 **Maintenance**

Utility shall schedule, in coordination with LACMTA and its LACMTA Contractors and in accordance with Sections 2.5 (*Coordination of Utility Activities*) and 4.3(e) (*Acquisition of Rights-of-Way*), any maintenance of

Utility Facilities that may be necessary after the completion of the Rearrangement so as not to interfere with the construction of the Subject Transit Project or its operation, maintenance and use once completed.

ARTICLE 5. BETTERMENTS

5.1 **Procedure**

Promptly after identifying a Betterment, if possible during the Advanced Conceptual Engineering phase of the Subject Transit Project and in any event prior to the establishment of the Basis of Design for a Rearrangement, Utility shall inform LACMTA what Betterments, if any, Utility desires or has intentions to pursue as part of a Rearrangement by submitting a completed Potential Notice of Betterment Form such that LACMTA can review the Betterments and determine whether they satisfy the requirements set out in Section 6.3(f) (*Reimbursements and Credits to LACMTA*). In addition:

(a) each Design furnished by Utility under the terms of this Agreement shall specifically identify any Betterments included in such Design and where Betterments are identified, shall be accompanied by a completed Potential Notice of Betterment Form submitted for LACMTA's review and approval; and

(b) if LACMTA identifies a Betterment included in Designs furnished by Utility or in comments provided by Utility on LACMTA-completed Designs, LACMTA will notify Utility during the Design review process and within 10 days of delivery of that notice, Utility will: (i) withdraw the relevant comment or Design; or (ii) submit a request for the applicable Betterment by submitting a Potential Notice of Betterment Form for LACMTA's review and approval. If Utility fails to respond within 10 days of a notice delivered by LACMTA under this Section 5.1(b), the comment or Design will be deemed to be withdrawn provided that such withdrawal shall be without prejudice to Utility's right to submit the Betterment under a subsequent Potential Notice of Betterment under this Section 5.1.

5.2 **Cost and Performance**

(a) Utility shall be responsible for the cost of any Betterment and LACMTA shall not be responsible for the cost of any Betterment. No Betterment may be performed in connection with any Rearrangement irrespective of whether the Design is performed by either Party or jointly, and whether the Construction is performed by either Party or jointly, unless that Betterment is:

(i) approved by LACMTA (as demonstrated by the LACMTA counter-signing the Potential Notice of Betterment Form, updated to include any changes negotiated and agreed by LACMTA and Utility); and

(ii) constructed in accordance with the scope and specifications agreed to and documented in the applicable Potential Notice of Betterment Form.

(b) 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 relating to a Betterment shall not constitute the agreement of LACMTA to make any payments to Utility with respect to that Betterment.

5.3 **Right to Refuse**

LACMTA shall have the right to refuse and withhold approval for any Betterment that:

(a) is incompatible with the Subject Transit Project;

(b) cannot be performed within the constraints of Applicable Law, any Governmental Approvals and/or the project schedule for the Subject Transit Project; or

(c) is requested after the establishment of the Basis of Design for the Rearrangement.

ARTICLE 6. SALVAGE, REIMBURSEMENT AND CREDITS

6.1 Disposition of Salvaged Materials

(a) LACMTA 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 LACMTA desires to use salvaged materials, subject to the consent of Utility, materials removed shall be stored by LACMTA until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused in a Rearrangement, but that Utility desires to retain may be recovered by Utility staff within an agreed time frame or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to Utility. Subject to acceptance by LACMTA, if materials removed by LACMTA are not reused and are not desired by Utility, such materials shall become the property of LACMTA.

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

(c) LACMTA shall receive a credit or payment, as provided in Section 6.3 (*Reimbursements and Credits to LACMTA*), for salvage, storage and transporting of such materials described herein which are retained by Utility.

6.2 Reimbursements to Utility

(a) Except with respect to Betterments and Rearrangements performed by Utility pursuant to a franchise agreement, and without prejudice to Section 3.5(d) (*Utility Standards*), LACMTA will reimburse Utility for Costs incurred for work performed by Utility or the Utility Contractors under a Work Order in accordance with the terms of this Agreement and the applicable Work Order, provided that:

(i) LACMTA's obligation to reimburse Utility for Costs is subject to the limitations established under Applicable Law and under the terms of this Agreement, including the limitations established in Section 3.1(c)(ii) (*Design Responsibilities*), Section 3.5(d) (*Utility Standards*), this ARTICLE 6 and ARTICLE 7 (*Billings*);

(ii) the Parties acknowledge that pursuant to Applicable Law, LACMTA is responsible for performing or for reimbursing Utility's actual cost to perform, Rearrangements in a manner that maintains the functioning of the applicable Utility Facility at its previous level of service; and

(iii) where a Subject Transit Project is federalized (use of federal funds on the Rearrangement as notified by LACMTA to Utility in accordance with Section 2.6 (*Governmental and Lender Requirements*)), reimbursements to Utility will, in addition to the terms of this Agreement, be subject to Applicable Law at the federal level.

(b) Where LACMTA and Utility agree that the construction of a Subject Transit Project will eliminate the service need for a specific Conflicting Facility and the Rearrangement to be performed under the applicable Work Order is to be limited to the removal or elimination of the Conflicting Facility, LACMTA will only be responsible for any Costs incurred in Abandonment of such Conflicting Facility by Utility.

(c) LACMTA will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any Utility Facility, including but not limited to, any **"hazardous substance"** as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or any LACMTA Contractor caused the environmental hazard through its actions.

6.3 **Reimbursements and Credits to LACMTA**

(a) LACMTA shall receive a credit against work performed by Utility under this Agreement at LACMTA's expense, for salvage, Betterments and Expired Service Life Value of Utility. The amount of credits shall be determined in accordance with this Section 6.3. All credits pertaining to a particular Rearrangement or other item of work hereunder shall be reflected on the applicable invoice(s) submitted by Utility.

(b) Where LACMTA performs work under this Agreement, LACMTA shall receive compensation from Utility (by credit or payments in accordance with this Section 6.3) for salvage and Expired Service Life Value of Utility Facilities as applicable, as well as for costs incurred by LACMTA for Betterments, and for any other costs incurred by LACMTA that are Utility's responsibility pursuant to this Agreement. The amount of compensation shall be determined in accordance with this Section 6.3. To the extent possible, LACMTA may take such compensation in the form of credits against amounts owed by LACMTA to Utility in connection with the Rearrangement for which the compensation is owed. LACMTA shall invoice Utility for any remaining amounts due in accordance with Section 7.2 (*Procedures for LACMTA Billings to Utility*), and Utility shall make payments to LACMTA in accordance with Section 7.1 (*Procedures for Utility Billings to LACMTA*).

(c) For purposes of determining the amounts due from Utility to LACMTA (as a credit or payment) pursuant to this Section 6.3, the term "cost" shall mean all actual, allowable and reasonable direct and indirect costs incurred by LACMTA 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 LACMTA from time to time. LACMTA shall maintain its standard forms of records showing actual time expended and costs incurred.

(d) The amount of credits or payments, as applicable, due to LACMTA for salvage and Expired Service Life Value shall be determined by agreement based upon Utility's applicable books, records, documents and other data. In addition, LACMTA and Utility may conduct an inspection survey and/or inventory of a Conflicting Facility during the Design Development process. Pursuant to a Work Order authorized under to Section 2.2 (*Work Orders*), Utility shall provide LACMTA, to the extent such exist and are known and available, with drawings, plans or other records necessary to conduct such survey or inventory pursuant. Surveys 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.

(e) 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 6.1(b) (*Disposition of Salvaged Materials*). The amount of a salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by agreement of the Parties, plus storage and transportation costs of such materials salvaged for Utility's use.

(f) As applicable, credit shall be allowed or Utility shall pay for Betterments in accordance with this Section 6.3. The amount of a Betterment payment, if any, shall be the estimated cost of the Replacement Facility, less the estimated cost of the Conflicting Facility. The amount of Betterment

credit, if any, shall be a fixed amount determined by the Parties during Design Development based upon estimates provided by Utility and agreed to by LACMTA under a Potential Notice of Betterment Form.

(g) LACMTA 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 calculated prior to the commencement of the applicable Rearrangement work and documented in the applicable Work Order.

(h) Where a Replacement Facility falls within public right-of-way, above or below grade:

(i) Utility and LACMTA shall apply the Utility Service Life Credits (calculated from the Expired Service Life Value) to attribute the cost share of the new Utility Rearrangement total cost;

(ii) the calculation to determine the cost share attributable to Utility and LACMTA shall be based on the following table:

Percentage of Service Life	**LACMTA's Share**	**Utility's Share (Also applied to LADWP)**
50%	100%	0%
60%	90%	10%
70%	80%	20%
80%	70%	30%
90%	60%	40%
100%	50%	50%

; and

(iii) Utility shall make progress payments based on the proportion cost share of Replacement Facility or LACMTA may elect to offset the Utility cost share from the amounts owed by LACMTA to Utility for other activities in progress on the same Work Order. If LACMTA elects to advance funds during the Design phase, the cost share for construction progress payment by Utility will be adjusted accordingly to arrive to the calculated cost share. Similarly, if LACMTA elects to fund the Construction phase with LACMTA funds, then Utility is anticipated to provide a one-time up-front payment based on its proportionate share of cost prior to the award of the Rearrangement construction contract or Work Order.

(i) Where a Replacement Facility falls within LACMTA-owned Transit Project Right-of-Way, Service Life Credit cost sharing does not apply.

ARTICLE 7. BILLINGS

7.1 Procedures for Utility Billings to LACMTA

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

(i) Utility shall commence its monthly billing (in an electronic format where possible) within no more than 30 days following the commencement of work under a specific Work Order and shall bill monthly thereafter;

(ii) each billing shall: (A) be addressed to the LACMTA Representative; (B) include 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; (C) specify all Costs incurred for that billing period including copies of invoices and other supporting Cost data; (D) reflect any applicable credits due to LACMTA under this Agreement with respect to the Subject Transit Project applicable to the Work Order under which the billing is being submitted; (E) be noted as either "in-progress" or "final"; (F) include a certification that the Costs identified in such billing were appropriate and necessary to performance of the work under the Work Order and have not previously been billed or paid; and (G) include a monthly progress billing report prepared by the Utility lead project manager including a narrative description of the work for the prior billing period with a statement on work progress, schedule deviations, cost to complete, subcontractor utilization, DBE usage if any, and, where applicable, a statement on adherence to federal requirements. If requested by LACMTA, Utility shall provide a full description of any labor charges during the billing period that were not identified in the Project Labor Report;

(iii) the final billing, with a notation that all work covered by a given Work Order has been performed, shall be submitted to LACMTA within 60 days after completion of the work under the applicable Work Order, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and

(iv) after the expiration of the 60 day period described in Section 7.1(a)(iii) (*Procedures for Utility Billings to LACMTA*), LACMTA may notify Utility in writing that the 60 day closing billing period has expired, and upon Utility's receipt of such Notice from LACMTA, Utility shall have 30 days to submit its final invoice. If Utility fails to submit an invoice within such 30 day period, then LACMTA shall have no further obligation for payment to Utility with regard to any amounts due or payable under the applicable closed out Work Order.

(b) Utility agrees to retain, or cause to be retained, for inspection and audit by LACMTA or other governmental auditors for the period required pursuant to Section 7.4 (*Inspection and Audit*), all records and accounts relating to the work performed by Utility under this Agreement and shall maintain separate records and accounts for each Work Order including signed individual labor time sheets clearly identifying of the Work Order number and the Subject Transit Project title; provided, however, that if any actions brought under the dispute resolution provisions set out in ARTICLE 9 (*Resolution of Disputes*) have not been finally resolved by the such deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

7.2 **Procedures for LACMTA Billings to Utility**

(a) Where LACMTA is due a payment under the terms of this Agreement, LACMTA shall submit regular progress billings to Utility, which shall: (i) specify costs incurred for that billing period; (ii) bear the Subject Transit Project name and any related Work Order number; (iii) be supported by copies of data that support the costs incurred; and (iv) be addressed to the Utility Representative. Each billing shall be noted as either progress or final billing and shall include a certification that the charges identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid. The final billing, with a notation that all applicable work has been performed, shall be submitted to Utility as soon as practicable, but no later than 90 days following the completion of the work, and shall summarize prior progress billings, show inclusive dates

upon which work was performed, and include a certification that the costs identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid.

(b) LACMTA 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 7.4 (*Inspection and Audit*), all records and accounts relating to all work performed by LACMTA for Utility under this Agreement; provided, however, that if any actions brought under the dispute resolution provisions set out in ARTICLE 9 (*Resolution of Disputes*) 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.

7.3 **Payment of Billings**

Payment of each bill properly submitted pursuant to Sections 7.1 (*Procedures for Utility Billings to LACMTA*) or 7.2 (*Procedures for LACMTA Billings to Utility*) shall be due within 60 days of receipt, provided 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) LACMTA may withhold payments in the amount of any credit amounts due to LACMTA if Utility has not posted such credits within 60 days after submittal of requests for the same by LACMTA.

7.4 **Inspection and Audit**

For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term or such later date as is required under other terms of this Agreement or under Applicable Law, each Party (and its authorized representatives) will have such rights to review and audit the other Party and its books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the Utility Standards at all times during normal business hours. Each Party shall bear its own costs and expenses in connection with undertaking any inspection and audit, and in responding to an inspection and audit. 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 the completeness and accuracy in all material respects of all information it or its agents provides in connection with any audit by the other Party. If an audit shows that a financial adjustment is required, the Parties will use good faith efforts to agree such adjustment. The rights granted pursuant to this Section 7.4 shall not obligate either Party to inspect or audit the other Party's records. The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains provisions acknowledging the rights of Utility or LACMTA (as applicable) under this Section 7.4.

ARTICLE 8. INDEMNITY AND INSURANCE

8.1 **Indemnity**

Each Party shall release, defend, indemnify, and hold harmless the other Party and its respective officers, agents, representatives, and employees from and against all liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance under this Agreement.

8.2 **Insurance**

(a) The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains:

(i) a provision requiring the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance naming Utility and LACMTA as additional insureds; and

(ii) unless otherwise mutually agreed by the Parties, the requirement for: (A) construction general contractors to provide evidence of insurance in the following amounts: $5,000,000 in general liability (and umbrella/excess liability if needed to satisfy limits); $1,000,000 in workers' compensation/employer's liability; and $1,000,000 in combined single limit (CSL) in auto liability; and (B) design contractors to provide evidence of insurance in the following amounts: $5,000,000 in general liability (and umbrella/excess liability if needed to satisfy limits); $1,000,000 in workers' compensation/employer's liability; $1,000,000 (CSL) in auto liability; and $1,000,000 in professional liability.

(b) Each Party must:

(i) give the other Party 20 days' notice prior to any reduction in scope or cancellation of any insurance procured by it under this Section 8.2;

(ii) give the other Party 20 days' notice prior to it agreeing to a reduction in scope or the cancellation of any insurance procured by a LACMTA Contractor or Utility Contractor (as applicable) under this Section 8.2; and

(c) If Utility is itself performing work for a Rearrangement, Utility may self-insure and agrees to protect LACMTA, its officers and employees at the same level with respect to types of coverage and minimum limits of liability as LACMTA 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 LACMTA certification that Utility meets the requirements of this Section 8.2. If Utility does not self-insure in accordance with this Section 8.2(c), Utility shall itself obtain insurance complying with the requirements of Sections 8.2(a) (*Insurance*) and 8.2(b) (*Insurance*).

ARTICLE 9. RESOLUTION OF DISPUTES

9.1 **Attempt to Resolve**

In the event of dispute or difference arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination (**"Dispute"**), the Parties shall make good faith efforts to resolve the Dispute through negotiation, including as set out in Section 9.3 (*Resolution Processing*).

9.2 **Continuation of Performance**

(a) The existence and details of a Dispute notwithstanding, both Parties shall continue, without delay, their performance under this Agreement, except for any performance which LACMTA, in its sole and absolute discretion, determines should be delayed as a result of such Dispute. LACMTA shall continue to pay sums not in Dispute, during any such period of continued performance.

(b) If Utility fails to continue its performance under this Agreement, which LACMTA 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 LACMTA 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 LACMTA for such costs. Utility shall promptly reimburse LACMTA for such LACMTA costs, as determined by LACMTA or LACMTA may deduct all such additional costs form any amounts due to Utility from LACMTA.

9.3 **Resolution Processing**

In the event of any Dispute between the Parties with respect to this Agreement:

(a) Utility and LACMTA shall submit the Dispute 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 days from the date of submission of the Dispute to them, then the matter shall immediately be submitted to a representative of executive management from each of Utility and LACMTA to resolve the Dispute;

(c) if the representatives of executive management nominated by Utility and LACMTA under Section 9.3(b) (*Resolution Processing*) are unable to resolve the dispute within a reasonable time not to exceed [30] 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 LACMTA's Chief Executive Officer, or their designees, to resolve the dispute; and

(d) in the event that Utility's Chief Executive Officer and LACMTA's Chief Executive Officer are unable to resolve the Dispute within a reasonable time not to exceed 90 days from the date of submission of the Dispute to them, then: (i) the Parties may mutually agree to refer the Dispute to an alternative dispute resolution process; and (ii) each Party may assert its other rights and remedies provided under this Agreement and/or any rights and remedies as provided by Applicable Law.

9.4 **Documentation of Disputes**

All Disputes utilizing the dispute resolution procedure set out in this ARTICLE 9 shall be documented in writing by each Party and shall state the specifics of each alleged Dispute and all actions taken.

ARTICLE 10. MISCELLANEOUS

10.1 **Force Majeure**

No Party may bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party if a Force Majeure Event occurs and the affected Party is prevented from carrying out its obligations by that Force Majeure Event. During the continuation of any Force Majeure Event, the affected Party shall be excused from performing those of its obligations directly affected by such Force Majeure Event provided that the occurrence or continuation of any Force Majeure Event shall not excuse any Party from performing any payment obligations contemplated under this Agreement. If a Force Majeure Event occurs, Utility agrees, if requested by LACMTA pursuant to Section 2.2 (*Work Orders*), and if deemed possible and feasible by Utility (acting reasonably), to accelerate the performance of its obligations under this Agreement and any Work Order to mitigate any delay arising from the Force Majeure Event provided that LACMTA agrees to reimburse Utility for the incremental actual costs of such acceleration.

10.2 **Approvals, Further Documents, and Actions**

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

(i) must be in writing to be effective (except as otherwise specifically allowed by this Agreement); and

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

(b) 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.

10.3 **Notices**

(a) Except as otherwise provided in this Agreement, all notices or communications pursuant to this Agreement shall be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy, to the following addresses (or to such other address as may from time to time be specified in writing by such person):

To Utility:

Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attn: Ken Simon, General Counsel

With a copy to:

Crown Castle Fiber LLC
2000 Corporate Drive
Canonsburg, PA 15317
Attn: SCN Contracts Management

To LACMTA:

LA Metro
One Gateway Plaza 17/F
Los Angeles, CA 90015
Attn: Bryan Pennington, Chief Program Management Officer

With a copy to:

LA Metro
One Gateway Plaza 16/F
Los Angeles, CA 90015
Attn: Eduardo Cervantes, Executive Officer, Third Party Administration

(b) Any notice served personally shall be deemed delivered upon receipt, and any notice served by certified mail or by recognized overnight mail or courier service 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, courier service or other person making the delivery, and any notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to this Section 10.3). All notices (including by email communication) delivered after 5:00 p.m. PST will be deemed delivered on the first day following delivery that is not a Saturday, a Sunday, or a federal public holiday. Utility or LACMTA 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 10.3.

(c) 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 LACMTA Representative and by the Utility Representative.

10.4 **Assignment; Successors and Assigns**

A Party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party unless this Agreement expressly provides otherwise. However, the assignment, transfer or delegation of the rights and obligations of Utility hereunder to Utility's financially viable parent, subsidiary, successor, or affiliate under common control shall not require consent and shall be effective upon written notice to LACMTA. This Agreement is binding upon and will inure to the benefit of LACMTA and Utility and their respective successors and permitted assigns.

10.5 **Waiver**

(a) No waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and executed by the obligee Party.

(b) Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other terms of this Agreement at any time will not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with every term, covenant, condition, or other provision of this Agreement, despite any course of dealing or custom of the trade (other than the waived breach or failure in accordance with the terms of such waivers).

10.6 **Entire Agreement and Modification**

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

10.7 **Time**

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

10.8 **Governing Law and Jurisdiction**

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 LACMTA 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.

10.9 **Severability**

If any part of this Agreement is found to be invalid or unenforceable by a ruling or decision reached in accordance with ARTICLE 9 (*Resolution of Disputes*), 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.

10.10 **Counterparts**

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.

10.11 **Limitation on Third Party Beneficiaries**

Nothing in the terms 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 provided 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 Applicable Law.

10.12 **Survival**

The representations, warranties, indemnities, waivers and dispute resolution provisions set out in ARTICLE 9 (*Resolution of Disputes*), 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.

10.13 **Confidential Information**

It may be necessary or advisable for LACMTA to share confidential information with Utility to carry out the objectives of this Agreement for a particular Transit Project. In connection with such sharing of confidential information, the Parties shall enter into a Non-Disclosure Agreement in the form attached as Part B of Exhibit 3 (*Forms*) to preserve the confidentiality of such information. A separate Non-Disclosure Agreement shall be entered into for each Transit Project as applicable.

ARTICLE 11. DEFINITIONS AND INTERPRETATION

11.1 **Definitions**

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings given in this Section 11.1.

"Abandonment" means the permanent termination of service of an existing Utility Facility (or a portion of it) and, if the Utility Facility (or portion of it) is not being removed from its existing location, the work necessary to permit such abandoned Utility Facility to remain in place in accordance with Applicable Law. "Abandoned" shall be construed accordingly.

"Adjacent Work" means any removal, demolition, repair, restoration, relocation or reconstruction of existing Utility Facilities and/or construction of new Utility Facilities and/or other physical works by Utility or a Utility Contractor that is performed or to be performed within, or within 100 feet of, a Transit Project Right-of-Way or Construction of a Rearrangement; or the performance of which is otherwise reasonably likely to conflict with the design, construction, operation or maintenance of a Transit Project.

"Advanced Conceptual Engineering" or **"ACE"** means the phase of the Design process that advances the project scope from a conceptual state to a level of schematic design that describes the project technical and architectural approach in order to address environmental and community impacts, significant interfaces and operational characteristics to support environmental approvals. The plan percentage complete ranges generally from the initiation of Design (0%) to 15%.

"Agreement" means this agreement and any schedules, exhibits, attachments and annexures to it.

"Applicable Contractor" means a LACMTA Contractor or a Utility Contractor, as the context requires.

"Applicable Law" means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the Subject Transit Project, Rearrangements, any work performed under this Agreement or any relevant person, whether taking effect before or after the date of this Agreement. "Applicable Law" excludes Governmental Approvals, customs, duties and tariffs.

"Approval" is defined in Section 10.2(a) (*Approvals, Further Documents, and Actions*).

"Archaeological Remains" means any antiquities, fossils, coins, articles of value, precious minerals, cultural artifacts, human burial sites, paleontological and human remains, articles of scientific interest and other similar remains of archaeological, paleontological or scientific interest discovered in any part of the Transit Project Right-of-Way.

"Basis of Design" means the basis of design defined by LACMTA in the Work Order for Design, Design Support and/or other Design-related activities for a Rearrangement which shall, depending on the contracting mechanism adopted by LACMTA for the Subject Transit Project, be:

(a) the 60% Design Documentation for the Rearrangement approved (or deemed approved) by Utility under the terms of this Agreement;

(b) the scope, specifications and requirements that form the basis of the applicable request for proposal issued by LACMTA for the part of the Subject Transit Project scope of work that includes or necessitates the Rearrangement; or

(c) such other level of Design Development agreed in the applicable Work Order.

"Betterment" means work performed in connection with any Rearrangement or as part of a Rearrangement:

(a) comprising an upgrade, change or addition to a Utility Facility (or a part of a Utility Facility) requested by Utility that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that Utility Facility over that which was provided by the Utility Facility prior to the Rearrangement; or

(b) for which the Utility Standards applicable to that Rearrangement are changed or added to after the establishment of the Basis of Design for that Rearrangement, provided that the term "Betterment" shall exclude:

(i) an upgrade, which the Parties agree, will be of direct and principal benefit to the construction, operation and/or maintenance of the Subject Transit Project;

(ii) an upgrade resulting from Design or Construction in accordance with the applicable Utility Standards as set out in Section 3.5 (*Utility Standards*) and any changes or additions to those Utility Standards notified to LACMTA prior to the establishment of the Basis of Design for the

Rearrangement and that have not been adopted by Utility in breach of Section 3.5(b) (*Utility Standards*);

(iii) measures to mitigate environmental impacts identified in the Subject Transit Project's final environmental impact report or statement and any supplemental environmental reports for the Subject Transit Project;

(iv) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size; or

(v) an upgrade that is the consequence of changes made by LACMTA or a LACMTA Contractor after the establishment of the applicable Basis of Design for the Subject Transit Project.

"Compliance Comment" means a comment on, objection to, or the withholding of approval to a submittal on the basis of one or more of the following:

(a) the Design or Construction work that is the subject of the submittal fails to comply with (or is reasonably likely to fail to comply if implemented in accordance with the submittal) any applicable covenant, condition, requirement, term or provision of this Agreement; or

(b) not all content required with respect to the submittal has been provided.

"Conflicting Facility" means an existing Utility Facility, which the Parties determine requires Rearrangement in order to construct, operate or maintain a Transit Project, including as a result of:

(a) a physical conflict between the Transit Project (including its construction, operation, maintenance or use) and the Utility Facility; or

(b) even where there is no such physical conflict, an incompatibility between the Transit Project Facilities as designed and the Utility Facility based on the requirements of Utility Standards, LACMTA's applicable standards, and/or Applicable Law.

"Construction" means all construction activities related to a Rearrangement including the removal, demolition, replacement, restoration, alteration or realignment of Conflicting Facilities and the procurement, installation, inspection and testing of Replacement Facilities including temporary and permanent materials and equipment. "Construct" shall be construed accordingly.

"Cost" means all eligible direct and indirect costs actually incurred for activities or work performed or materials acquired by Utility or a Utility Contractor in accordance with the terms of this Agreement, less (in respect of Utility) credits to LACMTA as provided in Section 6.3 (*Reimbursements and Credits to LACMTA*) where:

(a) eligible direct costs includes allowable direct labor costs, equipment and materials costs, and storage and transportation costs of materials salvaged for Utility's use in performing the applicable work;

(b) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for Utility by its cognizant agency, and as noted on the Form 60, for allocation to federally funded or state funded contracts; and

(c) unless the Internal Revenue Service and the CPUC issue regulations or rulings to the contrary, the eligible direct and indirect costs shall not include taxes purportedly arising or resulting from LACMTA's payments to Utility under this Agreement.

"County" means the County of Los Angeles, California.

"CPUC" means the California Public Utilities Commission.

"Days" or **"days"** means, unless otherwise stated, calendar days.

"Design" means all activities related to the design, redesign, engineering or architecture of any Construction work.

"Design Development" means the phase of the Design process that occurs after Advanced Conceptual Engineering and that develops, on a progressive basis, a clear indication of the design solutions for the applicable requirements and the major features of the architectural and structural design and third party interfaces that are intended to form the basis for the Final Design.

"Design Documentation" means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records and submittals necessary for, or related to, the Design of the Rearrangements.

"Design Support" means Design support to assist LACMTA and the LACMTA Contractors to identify Conflicting Facilities and progress Design Development and preparation of a Final Design for Rearrangements including by:

(a) identifying potential conflicts and impacts including Utility Facilities in which service must be maintained without interruption, Utility Facilities in which service may be permanently Abandoned, Utility Facilities which may be temporarily Abandoned and the maximum allowable duration of such temporary Abandonment;

(b) estimating duration of street closures or restrictions necessary to construct Rearrangements of Utility Facilities; and

(c) conducting exhaustive research to locate all: (i) as-built plans including site specific schematics, maps, legal description of land, prior physical work logs, soils and hazardous substance data if any, and other available or related data; (ii) prior agreements including franchise, license, and other agreements with railroads, LACMTA, local agencies or other third parties; and (iii) any other Utility-specific or proprietary design details relevant to the identification of Conflicting Facilities and Design Development and preparation of a Final Design for Rearrangements.

"Dispute" is defined in Section 9.1 (*Attempt to Resolve*).

"Effective Date" means the date stated as such on the first page of this Agreement, which shall be the date when this Agreement has been fully executed on behalf of the City and Utility.

"Environmental Law" means all Applicable Laws, regulations, codes, and common law applicable to LACMTA or to the work under this Agreement, now or hereafter in effect relating to pollution control, remediation, hazardous or contaminated substances, resource conservation and management, protection of public health, public welfare, and the environment.

"Expired Service Life Value" is defined in Section 6.3(g) (*Expired Service Life*).

"Facility" means real or personal property identified within the route of a Transit Project, such as structures and improvements located on real properties under the jurisdiction of the County, City, public or private Utility, or LACMTA including 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.

"Final Design" means the phase of the Design process which provides the detailed design for all temporary and permanent project facilities and addresses and resolves all Design review Compliance Comments and finalizes all engineering, architectural and systems designs necessary for Construction. It ends with an approved-for-construction plan status and with the Design being signed and sealed by the 'Engineer of Record'.

"Force Majeure Event" means the occurrence of any of the following events after the date of this Agreement that directly causes either Party (the "affected Party") to be unable to comply with all or a material part of its obligations under this Agreement:

(a) war, civil war, invasion, violent act of foreign enemy or armed conflict or any act of terrorism;

(b) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by affected Party;

(c) ionizing radiation unless the source or cause of the ionizing radiation is brought to or near the Project Site by the affected Party;

(d) any fire, explosion, unusually adverse weather, flood or earthquakes;

(e) any named windstorm and ensuing storm surges, including the direct action of wind originating from a named windstorm;

(f) any riot or civil commotion;

(g) any blockade or embargo;

(h) epidemic, pandemic or quarantine; or

(i) any official or unofficial strike, lockout, go-slow or other dispute, generally affecting the construction industry or a significant sector of it,

except, in each case, to the extent attributable to any breach of this Agreement or Applicable Law by, or any negligent act or negligent omission of, the affected Party.

"Form 60" means Form 60 (Professional Services Cost/Price Summary) in the form attached as Part A of Exhibit 3 (*Forms*).

"Governmental Approval" means any approval, authorization, certification, consent, license, permit, registration or ruling, issued by any Governmental Entity required to carry out the Rearrangements, the Subject Transit Project or any other work to be performed under the terms of this Agreement.

"Governmental Entity" means any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity (including the California Department of Transportation, CPUC and United States Army Corps of Engineers) other than LACMTA.

"LACMTA" is defined in the Preamble.

"LACMTA Contract" means any contract, subcontract or other form of agreement between LACMTA and a LACMTA Contractor or between a LACMTA Contractor and its lower tier subcontractor.

"LACMTA Contractor" means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by LACMTA to carry out works with respect to a Transit Project, any Rearrangement or otherwise contemplated

under the terms of this Agreement and any other person with whom any LACMTA Contractor has further subcontracted part of such works.

"LACMTA Representative" is defined in Section 2.1(a) (*Governance*).

"Non-conforming Work" means Design work or Construction work not in accordance with the requirements of this Agreement.

""Normal" Submittal" is defined in Section 2.2 of Exhibit 1 (*Submittal Review Procedure*).

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

"Package" means each package of Design Documentation submitted in accordance with this Agreement.

"Planning Phase" means, with respect to a Transit Project, the phase in which LACMTA carries out activities related to the planning and environmental clearance of the relevant Transit Project including, but not limited to:

(a) conducting alternative analysis and feasibility studies;

(b) preparing the draft and final environmental impact reports/statements required by Applicable Law;

(c) preparation of Advanced Conceptual Engineering;

(d) seeking LACMTA board approval of the locally preferred alternative;

(e) seeking certification of the final EIR by the LACMTA board;

(f) activities related to FTA issuance of the record of decision; and

(g) preparation of the mitigation monitoring and reporting plan.

"Potential Notice of Betterment Form" means the form set out in Part C of Exhibit 3 (*Forms*).

"Project Labor Report" is defined in Section 7.1(a)(ii) (*Procedures for Utility Billings to LACMTA*).

"Protection-in-Place" means any activity undertaken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, avoidance of a Utility Facility's location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. "Protected-in-Place" will be construed accordingly.

"Rearrangement" means the work of relocation, removal, rearrangement, alteration, restoration, support, protection in place, Design, Abandonment or Protection-in-Place of a Conflicting Facility or a part of it, whether permanent or temporary, which LACMTA determines in its sole discretion is necessary in order for a Transit Project to comply with Applicable Law or otherwise which LACMTA and Utility mutually agree is necessary in order to accommodate construction, operation, maintenance or use of a Transit Project. The term "Rearranged" will be construed accordingly.

""Reduced" Submittal" is defined in Section 2.3 of Exhibit 1 (*Submittal Review Procedure*).

"Remedial Action" is defined in Section 4.8(d) (*Responsibility for Remedial or Protective Action*).

"Replacement Facility" means a Utility Facility that may be constructed or provided under the terms of this Agreement as a consequence of a Rearrangement.

"Service Life" means total useful life of a Utility Facility in years after it is first constructed and functional for the intended service or conveyance.

"Service Life Credits" means the remaining unused portion of a Utility's Service Life, converted to cost or dollars, for the purpose of calculating the proportional share of cost between LACMTA and Utility where applicable.

"SSPWC" means Standard Specifications for Public Works Construction.

"Subject Transit Project" when referenced generally, means a Transit Project involving or likely to involve a Rearrangement; or when referenced in connection with a particular Rearrangement, means the Transit Project which necessitates such Rearrangement; provided, however, that if LACMTA enters into more than one LACMTA 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 LACMTA Contractor and which necessitates such Rearrangement.

"Submittal Review Timetable" means the timetable for review of submittals set out in Section 2 of Exhibit 1 (*Submittal Review Procedure*).

"Temporary Facility" means a facility constructed for the purpose of ensuring continued service while a Utility Facility is taken out of full or partial service as part of any Rearrangement work, but which will be removed, relocated or restored to its original condition after such work is complete.

"Transit Projects" means the design, construction, operation and/or maintenance of light rail, heavy rail (including subway) Busway, tram, or other related systems proposed by LACMTA as public works or transportation type projects to predominately move passengers in a large metropolitan city-county environment and includes:

(a) the design and construction work undertaken by or at the direction of the LACMTA in order to create either a new system or to modify, alter, extend or maintain an existing Transit Project, whether or not such work is described in the Recitals;

(b) the LACMTA proposed projects and systems described in the Recitals; and

(c) Freeway High Occupancy Toll (HOT) lanes related projects (including Express Lanes/Fastrak, etc.) undertaken by or at the direction of LACMTA,

and "**Transit Project**" shall mean any one of such projects.

"Transit Project Facility" means a Facility that is a component of or an appurtenance to a Transit Project including a station, the rail trackage infrastructure, a related maintenance facility, signaling and train control system.

"Transit Project Right-of-Way" means:

(a) real property owned (or intended for acquisition) by LACMTA 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 LACMTA for Transit Project purposes.

"Utility" is defined in the Preamble.

"Utility Contract" means any contract, subcontract or other form of agreement between Utility and a Utility Contractor or between a Utility Contractor and its lower tier subcontractor.

"Utility Contractor" means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by Utility to carry out Design, Construction or other work with respect to any Rearrangement or otherwise contemplated under the terms of this Agreement and any other person with whom any Utility Contractor has further subcontracted part of such works.

"Utility Facility" means any line, facility or system:

(a) under the ownership or operating jurisdiction of Utility;

(b) impacted by the construction, operation and/or maintenance of a Transit Project; and

(c) used for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste or other similar public utilities, including wires, cables, poles, cross-arms, anchors, guys, fixtures, vaults, conduits, duct banks, vents, fittings, pipelines and manholes together with any and all necessary appurtenances but excluding any buildings of Utility or other facilities or property of Utility, whether or not devoted to public use, not used for transmitting or distributing a public utility or not impacted by the construction, operation and/or maintenance of a Transit Project.

"Utility Representative" is defined in Section 2.1(a) (*Governance*).

"Utility Standards" means Utility's written design and safety standards applicable to the Design of a Rearrangement, as notified to and agreed to by LACMTA in accordance with the terms of this Agreement.

"Work Order" means a work request submitted by LACMTA to Utility authorizing the performance of any work associated with a Transit Project and the associated purchase of required materials.

11.2 **Construction and Interpretation**

(a) In this Agreement unless otherwise expressly stated:

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

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

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

(iv) subject to Section 11.2(a)(v) (*Construction and Interpretation*), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;

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

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

(vii) a reference to a singular word includes the plural and vice versa (as the context may require) and the masculine, feminine and neuter genders shall each be deemed to include the other or others whenever the context so indicates;

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

(ix) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay and "shall" when stated is to be considered mandatory; and

(x) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".

(b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

[AGREEMENT SIGNATURES APPEAR BELOW]

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

UTILITY: CROWN CASTLE FIBER LLC

Chief Executive/Operations Officer:	APPROVED AS TO FORM:
By (Signature): _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Date Signed: _____	Date: _____

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION:

Chief Executive Officer:	APPROVED AS TO FORM:
By (Signature): _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Date Signed: _____	Date: _____

EXHIBIT 1

Submittal Review Procedure

1. **REVIEWERS**

Each Party will ensure that any individual undertaking Design review on that Party's behalf under this Agreement has the appropriate qualifications, capability and experience to perform the review including, where applicable to a Rearrangement or the Subject Transit Project, prior experience and expertise in the applicable Design standards which may include but not be limited to: the Utility Standards that are applicable to the Construction of a Rearrangement, Standard Specifications for Public Works Construction (SSPWC), and applicable approved amendments; Standard Plans for Public Works Construction; Highway Design Manual (AASHTO); California Manual on Uniform Traffic Control Devices (MUTCD); American National Standard Practice for Roadway Lighting Special Provisions and Standard Drawings for the Installation and Modification of Traffic Signals, including amendments, issued by the City of Los Angeles Department of Transportation; California Department of Transportation (Caltrans) Standard Plans and Standard Specifications; Caltrans Traffic Operations Policy Directives and Memos to Designer; California Building Code (IBC), as well as material, inspection, temporary works and testing standards including ACI, AISC, ASCE, ANSI, ASTM, AWS, OSHA, Caltrans Falsework Manual, Caltrans Excavation and Shoring Manual, etc. where deemed applicable by Applicable Law.

2. **REVIEW PROCEDURE**

2.1 Design Plans, Specifications, and Estimate (PS&E) Submittal Reviews for Utility Rearrangements shall be classified as either “Normal” or “Reduced” submittal packages for the following Design phases: Preliminary Engineering, Design Development, Pre-Final Design and Final Design.

2.2 A “Normal” Submittal package includes 10 sheets or more large format drawings in a bounded plan set, not to exceed 50 sheets maximum, along with required reports. Plan sets above 50 sheets shall be divided into separate Design Submittal packages.

2.3 A “Reduced” Submittal package includes nine sheets or less, along with required reports.

2.4 The Design Review Timetable for both "Normal" and "Reduced" submittal packages is intended to facilitate the overall Design review process and to supersede the submittal/shop drawing review schedules noted in the Utility Standards, SSPWC and other referenced standards in this Agreement. Utility acknowledges that the Submittal Review Timetable applies to each Party and supersedes those provided in the Utility Standards, SSPWC, Caltrans standard specifications, and other referenced standards in this Agreement.

2.5 Utility and LACMTA agree to classify and to process “Normal” and “Reduced” submittal packages in accordance with the following Submittal Review Timetable:

Submittal Review Phase	**Plan (PS&E) % Complete**	**"Normal" Submittal Review Package (days)**	**"Reduced" Submittal Review Package (days)**
Preliminary Engineering	30%	21	14
Design Development	60%	21	14
(Pre-) Final Design	85%	14	7
Final Design	100% and AFC	7	5

2.6 The above Submittal Review Timetable assumes the implementation of an industry recognized electronic document control system (e2020 currently in use by the City of Los Angeles Bureau of Engineering or an equivalent document control system pre-approved by LACMTA's third party administration department) customized to track: submittals through the various Design phase milestones including the number of resubmittal iterations; customized with a standardized “Comments Tracking & Resolution Log”, “cross-discipline review coordination” functionality check-box, and “Blue-Beam” plan review e-markup feature. With use of an electronic document control, hard copies are reduced to 2 large format plan sets and 6 half-size 11x17 hard copies, to be submitted within 3 days of file upload system-posted date. Start of review time shall be based on file upload system-auto-generated time and date. Depending on the Utility Representative and LACMTA Representative assigned, hard copies may be negotiated to be required solely for the final approved-for-construction (AFC) set.

2.7 Incomplete submittals shall not be considered as a resubmittal and shall be responded on the system within 3 days by the reviewer.

2.8 A submittal having been rejected as incomplete shall have the review duration reduced by 2 days. A resubmittal shall have the review times reduced by an additional 2 days progressively for each resubmittal iteration.

2.9 A Design as a whole shall not be segmented by work limits into more than 3 “Reduced” submittal packages for the sole purpose using “Reduced” category times.

EXHIBIT 2

Inspection and Acceptance Procedure

1. **INSPECTION DURING CONSTRUCTION**

1.1 Each Party shall give the other Party at least five days' notice prior to commencing a Rearrangement for which it is responsible to enable such other Party to make arrangements for inspection of such work.

1.2 Any Construction of Rearrangements performed by LACMTA (directly or through the LACMTA Contractors) under this Agreement shall be subject to inspection and final acceptance by Utility provided that any such inspection carried out by Utility shall be solely for the purposes of assessing whether the Construction work conforms with, subject to Section 3.5 (*Utility Standards*) of this Agreement, the Utility Standards. Such inspection services shall be authorized by LACMTA under a Work Order issued in accordance with Section 2.2 (*Work Orders*) of this Agreement. If Utility inspection services are authorized under a Work Order, Utility shall:

(a) provide inspectors at LACMTA's cost as needed to comply with the schedule for such inspections set out in the Work Order;

(b) cooperate and coordinate with the LACMTA Representative and the LACMTA Contractors to observe and inspect any Rearrangements so that upon completion of Construction, Utility will have a basis for acceptance of the work;

(c) ensure that all Utility inspectors submit copies of daily written inspection reports to LACMTA, each within 48 hours after such inspection; and

(d) remove and replace any inspector three days after LACMTA's reasonable written request.

1.3 Any Construction work performed by Utility or a Utility Contractor pursuant to a Work Order agreed under the terms of this Agreement shall be subject to LACMTA inspection and final acceptance.

1.4 If, in carrying out an inspection, a Party identifies Non-conforming Work, the Party must provide the other Party with immediate Notice with detailed reasons (and in any event, no later than 48 hours from discovery). The Party that performed the relevant work must rectify any Non-conforming Work.

1.5 Utility shall not have any inspection rights with respect to any structures or physical elements that are owned and maintained by LACMTA, a LACMTA Contractor, or a tenant or licensee of LACMTA.

1.6 Utility acknowledges and agrees that LACMTA may delegate its inspection and acceptance rights under this Exhibit 2 to an independent engineer appointed under the terms of any LACMTA Contract.

2. **ACCEPTANCE PROCEDURE**

2.1 Promptly following completion of any Rearrangement, the Party that performed the Construction shall notify the other Party that the Rearrangement is ready for final inspection.

2.2 The final inspection shall be carried out within 10 days of receipt of a notice under Section 2.1 (*Acceptance Procedure*) and within five days of the completion of the final inspection, the inspecting Party shall notify the other Party of any Non-conforming Work. If no Notice is received, the relevant work will be deemed accepted by the inspecting Party.

2.3 Utility shall accept all Rearrangements that are in conformance with the Utility Standards.

EXHIBIT 3

Forms

Part A: Form 60 (Modified for UCA)

Name of Offeror/Contractor/Utility Company (Name of Preparer):			Scope of Work/Deliverable (provide expanded description on Form 60 page 2)		
Home office address					
Division(s) and Locations where Work is to be performed			LACMTA Solicitation/Proposal/Contract Number/Work Order/Change Notice and/or Change Order Reference Number(s):		
NOTE: For proper calculations of cost elements link additional sheets to this summary page.					
1.	**Direct Labor**	**Est. Hours**	**Rate Per Hour**	**Est. Cost**	**TOTAL**
2.		0.00	$0.00	$0.00	
3.		0.00	$0.00	$0.00	
4.		0.00	$0.00	$0.00	
5.	**TOTAL DIRECT LABOR HOURS**	**0.00**		**TOTAL DIRECT LABOR**	**$0.00**
6.	**Labor Overhead (O/H)**	**O/H Rate**	**x Base**	**Est. Cost**	
7.		0%		$0.00	
8.				**TOTAL LABOR OVERHEAD**	**$0.00**
9.	**Direct Material**			**Est. Cost**	
10.	**a. Purchase Parts**			$0.00	
11.	**b. Subcontracted items**			$0.00	
12.	**c. Other**			$0.00	
13.				**TOTAL DIRECT MATERIAL**	**$0.00**
14.	**Equipment**		**Unit Cost**	**Est. Cost**	
15.			$0.00	$0.00	
16.			$0.00	$0.00	
17.				**TOTAL EQUIPMENT**	**$0.00**
18.	**Subcontractors***			**Est. Cost**	
19.				$0.00	
20.				$0.00	
21.				$0.00	
22.				**TOTAL SUBCONTRACTORS**	**$0.00**
23.				**TOTAL BURDENED COST (add lines 5, 8, 13, 17 and 22)**	**$0.00**
24.	**Other Direct Costs**			**Est. Cost**	
25.				$0.00	
26.				$0.00	
27.				$0.00	
28.				**TOTAL OTHER DIRECT COSTS**	**$0.00**
29.	**Travel**			**Est. Cost**	
30.	**a. Transportation**			$0.00	
31.	**b. Per Diem or Subsistence**			$0.00	
32.				**TOTAL TRAVEL**	**$0.00**
33.	**General and Administrative Expense**	**Rate %**	**% x Line 23**		
34.		0%		$0.00	
35.				**TOTAL GENERAL AND ADMINISTRATIVE EXPENSE**	**$0.00**
36.				**TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)**	**$0.00**

37.	**Profit/Fee**	**Total Labor and Overhead (line 5 + line 8)**	**Rate %**	**% x Total Labor and Overhead**		
38.		`	0%	$0.00		
39.					**TOTAL FEE**	**$0.00**
40.					**TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)**	**$0.00**
41.	**Milestone /Task Number**	**Milestones/Tasks**	**Hours**	**Completion Date**	**Payment Amount**	
42.					$0.00	
43.					$0.00	
44.					$0.00	
45.					**TOTAL MILESTONES/TASKS (Must equal line 40)**	**$0.00**
	* Attach Form 60 for all proposed subcontractors performing work under Form 60 Prime Contractor where applicable. Transfer Est. Cost to this Section.					
46.	Fill in applicable sections only					

47. Has any Agency of the United States Government, State government, local public agency or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes No If yes, when? Reference Contract No.

48.a. Agency Name/Address	48.b. Individual to contact/Telephone Number

49. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.

50. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.

51. CERTIFICATE

The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has , has not , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has , has not , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.

52. CERTIFICATE OF CURRENT COST OR PRICING DATA

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of _____* are accurate, complete and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.

53. This proposal as submitted represents our best estimates and/or actual costs as of this date.

54. Type Name and Title of Authorized Representative	Signature	Date***

55.		* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Work Order No., Request for Proposal No., Change Order No., Modification No., etc.)

56.		** Insert the day, month and year when price negotiations were concluded and price agreement was reached.
57.		*** Insert the day, month and year of signing (i.e., When price negotiations were concluded and mutual agreement was reached on contract price).
Form 60 Attachments (Applicable if Box is checked)		
	Scope of Work Expanded Description for which Cost Estimate is based on:	
1		
2		
3		
4		
	Schedule in which Scope of Work is based on:	
1		
2		
3		
4		
	Track Allocation Request for Metro active rail right-of-way encroachment is anticipated per stated Scope of Work. The following information is provided in advance to facilitate final Metro TAR approval:	
1		
2		
3		
4		
FORM 60 IS SIGNED AND EXECUTED WITH THE FOLLOWING ADDITIONAL ASSUMPTIONS:		

Below, list all of Utility's Authorized Personnel (as defined in the Non-Disclosure Agreement (NDA) set out in Part B of Exhibit 3 to the Utility Cooperative Agreement (UCA)) and Affiliates with executive-level involvement and decision making, provide name, Utility, job title, and relation to Utility.

Authorized Personnel			
Name	**Utility (or Affiliates)**	**Title**	**Relation to Utility**

Part B: Form of LACMTA-Utility Non-Disclosure Agreement

Non-Disclosure and Confidentiality Agreement – [Insert name of applicable Transit Project]

This Non-Disclosure and Confidentiality Agreement (**"Agreement"**) is made effective as _____, 20__ (the **"Effective Date"**) by and between Crown Castle Fiber LLC, and the Los Angeles County Metropolitan Transportation Authority (**"LACMTA"**), (each a **"Party"** and collectively the **"Parties"**).

RECITALS

(C) The Parties have entered into an Utility Cooperative Agreement between Utility and LACMTA dated _____, 20__ (the **"UCA"**) to agree the rights and obligations of the Parties in connection with the rearrangement of portions of Utility's facilities as may be required as part of the design, construction, operation and maintenance of LACMTA's proposed transit projects.

(D) LACMTA may share certain Information relating to [insert name of relevant Transit Project] with Utility for the limited purpose of carrying out its obligations as described in the UCA (the **"Purpose"**). As contemplated by the UCA, the Parties wish to enter into this Agreement to record their rights and obligations with respect to the Information as are necessary to preserve the confidentiality of such Information.

NOW THEREFORE, the Parties hereby agree to the following:

AGREEMENT

3. **DEFINITION OF INFORMATION AND SSI**

Materials and information including indicative and draft drawings or design specifications (**"Information"**) may be released by LACMTA to Utility in connection with the Purpose. All or part of the Information may be designated as Security Sensitive Information (**"SSI"**) and confidential information or may be exempt from disclosure to the public or other unauthorized persons as provided under 49 CFR 1520.5(a) and/or California Government Code sec. 6254.

4. **NON-DISCLOSURE/USE OF INFORMATION**

4.1 The terms of this Section 2 are subject to Section 5 below.

4.2 Utility agrees to preserve the confidentiality of the Information, and shall not use it or permit it to be accessed or used, except for the Purpose as stated in this Agreement. Utility will take all reasonable and necessary steps to protect the Information and prevent disclosure of the Information to any unauthorized person. Any disclosure of the Information that is deemed necessary in connection with the Purpose shall be in accordance with the terms and conditions of this Agreement.

4.3 Utility shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication to any unauthorized person.

4.4 Utility shall manage, store, and use Information which is disclosed in a digital or electronic format in a secure platform (including password protection, encryption, and/or utilizing cyber-secured storage that prevents use and access by any persons not authorized to use/access such Information pursuant to the terms of this Agreement). Utility agrees that it will not copy, install or load any Information onto any platform that is connected to an internal or external system network, or to the internet, unless Utility has demonstrated to the satisfaction of LACMTA that the Information is protected with appropriate security protocols that ensure the security of the Information.

4.5 Utility shall not disclose or cause to be disclosed any Information to anyone, except to Utility's designated employees, agents, representatives, contractors, subcontractors, advisors or consultants who (**"Authorized Personnel"**): (a) require direct access to the Information to assist Utility, or act on its behalf, in relation to the Purpose as stated in this Agreement; (b) are informed by Utility of the confidential nature of the Information and of the terms of this Agreement; and (c) have executed an acknowledgement of the terms of this Agreement in the form attached as Attachment A (**"Acknowledgement of Authorized Personnel"**). Upon request by LACMTA, Utility shall provide copies of each executed Acknowledgement of Authorized Personnel to LACMTA.

4.6 Utility shall be responsible for any act and/or omission of any Authorized Personnel in breach of this Agreement. If Utility becomes aware of any breach of the terms of this Agreement including, without limitation, that Information has been used or disclosed to a person other than the Authorized Personnel in violation of this Agreement, Utility shall: (a) give LACMTA notice of the use or disclosure within one business day of Utility's knowledge of the breach; (b) take all reasonable steps to recover the Information; and (c) obtain agreement by the person that received the Information that it will not disclose the Information to other person and will protect the Information from further disclosure.

4.7 If, upon receipt of the Information, Utility or any of its Authorized Personnel recognize that it/they (respectively) are competitors of LACMTA's consultant, contractor, or other third party provider that has developed the Information, Utility shall immediately give written notice to LACMTA of this fact and shall not open, or otherwise take any action that may permit the Information to be used by Utility or its Authorized Personnel before LACMTA has an opportunity to resolve any potential conflicts regarding use of the Information by Utility and/or Authorized Personnel (as applicable).

4.8 Utility shall be permitted to make copies of the Information solely as necessary to carry out the Purpose, which shall be protected in the same manner as the original Information and shall be subject to Section 3.2 and the other terms of this Agreement.

5. **OWNERSHIP AND RETURN/DESTRUCTION OF INFORMATION**

5.1 All Information disclosed by LACMTA under this Agreement is and shall remain the property of LACMTA and may be recalled by LACMTA at any time.

5.2 Subject to Section 5 below, upon receipt of a written request from LACMTA, or upon termination of this Agreement, Utility must: (a) promptly collect all copies of the Information in the possession or control of Utility and its Authorized Personnel, and deliver to LACMTA all of the Information, including all copies, reproductions, and facsimiles, within 10 days from receipt of a request to that effect; or (b) if specified in LACMTA's request, destroy the Information (or part of it) and provide LACMTA written certification of such destruction within 10 days from receipt of the request to that effect. The return or destruction of any Information shall not release Utility from its obligations under this Agreement.

5.3 Utility shall not be required to return Information that is subject to a pending Legal Compulsion pursuant to applicable law as contemplated in Section 5.

6. **MARKING OF INFORMATION**

Information shall be marked "Confidential" and/or "SSI". Notwithstanding the foregoing, failure to mark any Information as Confidential or SSI shall not exclude any Information from the protection of the terms and conditions in this Agreement.

7. **LEGAL COMPULSION; DUTY TO SEEK PROTECTION**

If Utility (including its Authorized Personnel) is served with a subpoena, administrative or court order, or other legal process (**"Legal Compulsion"**) that requires Utility to produce or provide Information (or any part of it)

supplied by LACMTA to Utility, Utility shall, unless prohibited by the terms of the Legal Compulsion, immediately provide LACMTA with a copy of the Legal Compulsion, so that LACMTA may seek a protective order or other appropriate remedy to excuse Utility from compliance therewith before the time specified for Utility's compliance. In the event that: (a) Utility must immediately comply with a court order or other Legal Compulsion; (b) a protective order or other remedy is not obtained by LACMTA; or (c) LACMTA notifies Utility in writing that it does not intend to seek a protective order or other remedy or expressly waives compliance with the terms of this Section 5 in writing, Utility will furnish only that portion of the Information which is legally required and will exercise its best efforts to obtain assurance that Information will be treated as confidential. Upon receipt of notice of a Legal Compulsion, LACMTA shall have the right to demand the return of any copies of the Information provided to Utility.

8. **NO LICENSE, RIGHTS TO INTELLECTUAL PROPERTY**

Nothing in this Agreement shall be construed as a permit or license, or a grant of any right by LACMTA to Utility to use the Information disclosed by LACMTA to Utility or its Authorized Personnel for any purpose other than the Purpose as specifically stated in this Agreement and in accordance with the terms and conditions of this Agreement. This Agreement will not be construed in any manner to be an obligation to enter into any subsequent arrangements. This Section 6 shall survive the termination or expiration of this Agreement.

9. **NO WARRANTY**

Information is provided "as-is" and LACMTA makes no representation or warranty of any kind, express or implied, with respect to the suitability, accuracy or non-infringement of third party rights.

10. **NOTICE OF IMMUNITY UNDER THE DEFEND TRADE SECRETS ACT**

Utility warrants that it will provide each of its Authorized Personnel written notice that the Defend Trade Secrets Act, 18 U.S.C. § 1833(b) provides an immunity for the disclosure of a trade secret to report a suspected violation of law and/or in an anti-retaliation lawsuit, prior to granting them access to Information, as follows:

(a) Immunity. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made: (i) (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of report or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(b) Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, expect pursuant to court order.

11. **RESTRICTIONS ON RELEASE OF INFORMATION**

With regard to Information disclosed by LACMTA, such Information may constitute public records that are exempt from release under the California Public Records Act (California Government Code sec. 6250 et seq.) and shall not be deemed releasable to any third party under the terms of this Agreement. Therefore, Utility shall not release any LACMTA Information to any third party not covered by the terms of this Agreement.

12. **REMEDIES**

Utility acknowledges that damages for improper disclosure of Information may be irreparable; therefore, LACMTA may enforce its rights under this Agreement by any and all available remedies, including, without

limitation, equitable relief including a temporary restraining order, or preliminary or permanent injunction for any violation or threatened violation of this Agreement by Utility, any Authorized Personnel or any other person that has received or obtained access to the Information.

13. **INDEMNITY**

Utility shall defend, indemnify and hold harmless LACMTA and its respective affiliates, officers, directors, members, shareholders, employees, agents, representatives, assigns, and successors from and against all liabilities, expenses (including reasonable attorneys' fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature arising from or in any way connected with (a) the use, misuse, receipt or disclosure of the Information; or (b) a breach by Utility or any of its Authorized Personnel, employees, agents, representatives, contractors, or subcontractors of any obligations arising pursuant to this Agreement.

14. **TERM AND TERMINATION; CONTINUING OBLIGATIONS**

14.1 The term of this Agreement shall commence on the Effective Date and shall terminate on the date falling [three] years after the Effective Date, unless earlier terminated or extended by mutual written agreement of the Parties (the **"Term"**). Each Party's rights and obligations under this Agreement, including without limitation with respect to trade secrets and confidentiality obligations, will survive the expiration or termination of this Agreement, and such rights and obligations shall endure perpetually.

14.2 Upon expiration or termination of this Agreement, Utility shall return and/or destroy Information in accordance with Section 3.2.

15. **GENERAL**

15.1 Notices. All notices concerning this Agreement shall be delivered in the manner prescribed in the UCA.

15.2 Amendments. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by the Parties or their respective successors in interest.

15.3 Severability. If: (a) any provision of this Agreement is held by a court of competent jurisdiction as to be invalid, void or unenforceable; and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Agreement, then the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

15.4 No Agency. Nothing in this Agreement shall be construed to render either Party an agent, employee, representative, joint venturer or partner of the other Party.

15.5 No Assignment. A Party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party. However, the assignment, transfer or delegation of the rights and obligations of Utility hereunder to Utility's financially viable parent, subsidiary, successor, or affiliate under common control shall not require consent and shall be effective upon written notice to LACMTA.

15.6 Governing Law and Application. This Agreement will be governed and construed and enforced in accordance with the laws of the State of California. Any dispute arising in connection with this Agreement shall be submitted only to a state court of competent jurisdiction in the Central District of the Superior Court in the County of Los Angeles, to whose jurisdiction the Parties consent.

15.7 Costs and Expenses. Unless expressly stated otherwise, each Party shall bear its own costs and expenses (including, without limitation, any attorneys' fees and costs) incurred in complying with this Agreement.

15.8 Representation on Authority of Parties/Signatories. Each Party represents and warrants that the person signing this Agreement on its behalf is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement

and the performance of such Party's obligations under this Agreement have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

15.9 No Waiver. No failure or delay of a Party to exercise any of its rights under this Agreement or the waiver by a Party of any condition for its benefit shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude other or further exercise thereof or any other right. The waiver of any breach of this Agreement shall not be deemed to be waiver of any other or any subsequent breach.

15.10 Counterparts and Signatures. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver to the other Party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each Party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other Party to this Agreement.

[SIGNATURES ON NEXT PAGE]

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

UTILITY: CROWN CASTLE FIBER LLC

Chief Executive/Operations Officer:	APPROVED AS TO FORM:
By (Signature): _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Date Signed: _____	Date: _____

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION:

Chief Program Management Officer:	APPROVED AS TO FORM:
By (Signature): _____	By: _____
Print Name: _____	Print Name: _____
Print Title: _____	Print Title: _____
Date Signed: _____	Date: _____

Attachment A

Acknowledgement of Authorized Personnel

I, _____(enter full name) (**"Authorized Personnel"**), am engaged as a _____ (enter role e.g. employee, consultant, advisor) of [●] (the **"Utility"**).

I have been provided with and have read the Non-Disclosure and Confidentiality Agreement between Utility and the Los Angeles County Metropolitan Transportation Authority dated _____, _____ (the **"NDA"**).

I understand that as an Authorized Personnel, I am being provided with access to the Information for the Purpose described in the NDA, as such terms are defined in the NDA and acknowledge that I am required to comply with the terms and conditions contained in the NDA.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Part C: LACMTA "NOTICE OF POTENTIAL BETTERMENT" FORM

Word file of the latest version of this form is available upon request from LACMTA's assigned Third Party Administration (TPA) Representative.

Alternatively, a written memorandum on Utility's letterhead may be submitted to the TPA Representative with the following required information:

1. Scope: Describe in detail with reference to applicable sections of this Utility Cooperative Agreement, Utility Standards, and Applicable Law including any relevant codes.

   Note the following common reasons for denial:

   (a) Scope is not per agreed Utility Standard or a legal requirement.

   (b) Scope added after establishment of Basis of Design.

   (c) Scope is not endorsed by LACMTA as a Transit Project requirement.

   (d) Scope is not identified in the EIR or amendments

2. Detailed Justification: Why does Utility believe the scope is not a Betterment? Cite specific prior cases, exceptions under Applicable Law including any relevant codes, project-specific reasons, etc.

3. Cost Estimate: Use Form 60 to provide a detailed cost breakdown as proposed for the Betterment in question.

4. Where Utility Agrees Scope is a Betterment and Provides Separate Funding: the source of funds must be specified, Utility approved financial documents supporting validity and timing of funds must be provided, and a determination regarding whether Utility will commit to provide adequate front funding for cash-flow must be made.

5. Signatures: The form shall provide a signature block with two signatures from Utility Representatives, agreeing to the information provided.

6. LACMTA Signatures: The form signature block area shall provide for LACMTA to countersign with two LACMTA Representative signatures with checkboxes indicating whether the Betterment proposal is denied or approved.

EXHIBIT 4

Federal and Other Requirements

This Agreement, as to certain Transit Projects as notified by LACMTA under Section 2.6 (*Governmental and Lender Requirements*) of this Agreement, 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 and such other terms and conditions notified by LACMTA under Section 2.6 (*Governmental and Lender Requirements*) of this Agreement as to such Transit Projects only:

1. **AUDIT AND INSPECTION**

1.1 Utility shall comply with all financial record keeping, reporting and such other requirements as may be imposed as a condition to or requirement of funding obtained by LACMTA from third parties (provided that LACMTA gives reasonable notice of such requirements to Utility). Utility shall permit the authorized representatives of LACMTA, the U.S. Department of Transportation, the Comptroller General of the United States, any other government agency, and/or financial institution providing funding or oversight on a Subject Transit Project to inspect, audit and copy, during normal business hours and upon reasonable notice, all cost and other relevant records relating to performance by Utility, its contractors and subcontractors under any Work Order issued to Utility for a Subject Transit Project or Rearrangements, from the date of this Agreement through and until not less than three years after the date of termination or expiration of this Agreement, except:

(a) in the event of litigation or settlement of claims arising from performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto; and

(b) such later date as is required by the rules and regulations of any such government agency or financial institution (provided LACMTA gives reasonable notice of such later date to Utility).

1.2 Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. By providing any of its records for examination pursuant to this Exhibit 4, Utility represents and warrants that such records are accurate and complete. Utility further agrees to permit the Federal Transit Administration and its contractors access to sites of performance under this Agreement as may be reasonably required. Utility shall insert into any contracts it enters into for the performance of work hereunder the above requirements and also a clause requiring the contractors (or consultants) to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, consultants, subcontractors and suppliers, any records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

2. **INTEREST OF MEMBERS OF CONGRESS**

No members of or delegates to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

3. **PROHIBITED INTERESTS**

No member, officer or employee of LACMTA, or of a local public body, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To LACMTA's and Utility's knowledge, no board member, officer or employee of LACMTA has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in the business of Utility; and if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other Party, even if such interest would not be considered a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

4. **EQUAL EMPLOYMENT OPPORTUNITY**

In connection with the performance of this Agreement, the Parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, sexual orientation, national origin or disability. The Parties shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex, sexual orientation, national origin, or disability. 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.

5. **DISADVANTAGED BUSINESS ENTERPRISE**

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

6. **PRIOR APPROVAL**

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

7. **NON-DISCRIMINATION**

Without limiting any other provision of this Exhibit 4, Utility agrees to comply, and to cause all of its Utility Contractors who work on Transit Projects subject to this Agreement to comply, with all Applicable Law relating to non-discrimination whether imposed by federal, state or local authority.

8. **BUY AMERICA**

If Utility performs any Construction work under a Work Order, Utility must comply with 49 U.S.C. 5323(j) and 49 CFR Part 661 et seq., which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. If Utility performs any Construction work under a Work Order, Utility shall incorporate the Buy America conditions set out in this Section 8 in every contract or purchase order entered into with a Utility Contractor in respect of such Construction work and shall enforce such conditions.

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

File #: 2022-0507, **File Type:** Project **Agenda Number:** 26.

CONSTRUCTION COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: METRO G-LINE WATER INFILTRATION AND QUALITY PROJECT

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

A. ADOPTING the Final Initial Study/ Mitigated Negative Declaration (IS/MND), and the recommended Mitigation Monitoring and Reporting Program (MMRP), pursuant to the California Environmental Quality Act (CEQA); and

B. AUTHORIZING the Chief Executive Officer or her designee to file a CEQA Notice of Determination (NOD) for the Project with the Los Angeles County Clerk and State of California Clearinghouse.

ISSUE

Metro staff have completed all necessary steps for the Board to adopt the Final IS/MND and MMRP in compliance with CEQA for the Metro G Line (Orange) Water Infiltration and Quality Project (Project). As CEQA Lead Agency for the Project, Metro must complete the CEQA environmental review process to receive grant funding for construction and proceed with construction activities.

BACKGROUND

The Metro G Line (Orange) Water Infiltration and Quality Project proposes to divert stormwater runoff from the surface, and existing regional storm drains to a network of infiltration drywells across seven locations within Metro properties and along the G Line right-of-way. The infrastructure would include pretreatment facilities to capture, treat, and infiltrate stormwater runoff from over 2,300 acres of drainage area, recharging the San Fernando Valley Groundwater Basin in the Upper Los Angeles River watershed. The Project would also reduce surface water pollution, improve surface water quality at downstream receiving waters (Los Angeles River), and reduce the risk of localized flooding by mitigating peak flow rates.

The Project will be designed and constructed in conjunction with the Metro G Line Bus Rapid Transit

(BRT) Improvements Project. On August 25, 2022, the LACMTA Board of Directors awarded a firm fixed price contract for Phase 1 Preconstruction Services of the Progressive Design-Build contract and established a Preconstruction Phase-of-Project Budget for the Metro G Line BRT Improvements Project. These related projects have been assessed separately under CEQA, as each has substantial utility irrespective of the other's approval (i.e. each project has independent utility and logical termini).

Los Angeles County voters approved Measure W in November 2018, establishing the Safe, Clean Water (SCW) Program and its funding source via a special parcel tax. This innovative new program managed by the Los Angeles County Flood Control District, provides local, dedicated funding to increase Los Angeles County's local water supply, improve water quality, and enhance communities. The Program generates up to $285 million each year to fund multi-benefit stormwater and urban runoff capture projects, which is distributed across nine different Watershed Areas.

On September 15, 2021, the Los Angeles County Board of Supervisors approved funding for the Project as one of the recipients of the SCW Program's Regional Program funding, beginning in FY 2021-22. The SCW Program grant will provide $34,515,458 of the $45.6M total project cost, which includes design, construction, and 30 years of operations and maintenance funding. Recognizing the groundwater supply and water quality improvements resulting from this project, the LADWP has agreed to enter a cost sharing agreement with Metro to contribute the remaining $11,088,000 in funding required for the Project. This strategic partnership and collaboration between Los Angeles County, LADWP, and LACMTA will provide cost effective regional water supply and quality benefits to the region, while delivering world-class transportation infrastructure.
On January 27, 2022, the LACMTA Board of Directors authorized the CEO or her designee to execute the terms and conditions of the SCW Program grant and to negotiate and execute the terms and conditions of a cost sharing agreement with the LADWP. Since that time, Metro has received a $1.6M disbursement of SCW Program funding for Project planning and design.

As a term of the SCW Program grant, Metro is the Lead Agency regarding compliance with CEQA for the funded infrastructure project. SCW Program construction funds cannot be disbursed until Metro has documented its compliance with CEQA.

The purpose of the Mitigation Monitoring and Reporting Plan (MMRP) is to ensure that the mitigation measures identified in the Final IS/MND that mitigate the potentially significant environmental effects of the Project are, in fact, properly carried out. Metro is responsible for assuring full compliance with the provisions of the MMRP.

DISCUSSION

Metro, as the CEQA Lead Agency and Project proponent, has completed an Initial Study/ Mitigated Negative Declaration (IS/MND) for the proposed Project. If the Metro Board adopts the Final IS/MND, the Project will be eligible to receive SCW Program construction funds and commence construction activities.

Metro began the environmental planning process in November 2021. Metro released the Draft IS/MND for a 30-day public review and comment period, which commenced on June 21, 2022. Metro

has reviewed and evaluated the comments received on the Draft IS/MND and prepared written responses to all comments included in the Final IS/MND. Metro provided outreach to the community by providing email notifications to community stakeholders in the G Line project's database. The Public Review and Comment period was also advertised in both local English and Spanish language local newspapers.

All public comments have been received, addressed, and incorporated in the Final IS/MND document. The comments received do not trigger any recirculation as required by CEQA Guidelines Section 15073.5, nor do they question Metro's determination that an MND is the appropriate CEQA compliance document for the proposed Project.

The Final IS/MND document includes information on impacts that will not exceed the threshold of significance with the adoption of mitigation measures. Metro will commit to ensuring that the mitigation measures identified in the Final IS/MND document are implemented during project implementation. State CEQA Guidelines Section 15097 requires that when a public agency completes an environmental document that includes measures to mitigate or avoid significant environmental effects, the public agency must adopt a reporting or monitoring program for the changes to the project which it has adopted or made a condition of project approval to mitigate or avoid significant effects on the environment. The reporting or monitoring program must be designed to ensure compliance during the project's implementation.

The Mitigation Monitoring and Reporting Program (MMRP) attached to the Final IS/MND documents the committed mitigation measures. During project implementation, Metro staff will keep track of the environmental commitments per the Final IS/MND and MMRP.

FINANCIAL IMPACT

There is no impact to the FY23 budget as a result of this item. Metro has already received $1.6M in SCW Program funding for planning and design. Metro must comply with CEQA to receive the remainder of the SCW Program grant and LADWP funding for construction. The Project will be fully funded through the SCW Program grant and LADWP cost-share.

EQUITY PLATFORM

Eighty-nine percent (89%) of the Project's direct benefit (drainage area) area is located within the 2022 equity-focused communities (EFCs) and 90% is within disadvantaged communities (DAC) or severely DACs, as defined by the California Utilities Commission Water Code Section 79505.5. The Project indirectly provides a local and more affordable supply of clean water to local residents, reduces environmental hazards to the community by reducing water pollution, both at the surface and in regional water sources and increases the community's wellbeing by mitigating localized nuisance flooding.

The CEQA analysis determined that the Project impacts will not exceed the threshold of significance with the adoption of mitigation measures. Impacts are less than significant with mitigation incorporated for the following resource areas: Biological Resources, Cultural Resources,

Paleontological Resources, Hazards & Hazardous Materials, Noise/ Vibration, and Tribal Cultural Resources. Metro engaged the community during the 30-day public review and comment period and received 24 comments from a total of three comment letters. All comments received were incorporated into the Final IS/MND. Metro is committed to ensuring that the mitigation measures identified in the Final IS/MND document are implemented during the design and construction process. Metro will adopt a Mitigation Monitoring and Reporting Program (MMRP) and will be responsible to keep track of the environmental commitment per the Final IS/MND and MMRP during project implementation.

Those living, working, visiting, and passing by the Project will be kept informed about Project developments through an Engagement Plan developed by Metro Community Relations in coordination with the Metro G Line BRT Improvements Project. This Plan will include a variety of briefings, presentations, community meetings, digital media, media relations, paid media buys consisting of print and radio media, and the dissemination of a notice via door-to-door distribution to the local stakeholders in the project corridor. Information and signage will be developed to educate the public on the infiltration system, water supply and quality benefits provided to the surrounding communities.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Metro G Line (Orange) Water Infiltration and Quality Project supports the implementation of Metro's Strategic Plan Goals, with specific alignment to Initiative 5.2 - Exercise good public policy judgment and sound fiscal stewardship. The implementation of this project will support these strategic goals by: 1) Supporting compliance with State and local water regulations; 2) Delivering water supply benefits through water capture and infiltration, with the potential to make Metro Net Water Positive; 3) Improving surface water quality downstream of the project area, and; 4) Increasing community wellbeing by mitigating localized nuisance flooding.

The project will also support the achievement of Metro's Sustainability Strategic Plan Water Target #2 - Increase runoff infiltration and capture capacity for stormwater by 15% from 2020 baseline levels.

NEXT STEPS

Upon Board certification of the Final IS/MND, staff will file a Notice of Determination with the State of California and Los Angeles County.

ATTACHMENTS

Attachment A - Final IS/MND

Melissa Levitt, Principal Environmental Specialist, (213) 265-0774
Tom Kefalas, Executive Officer, (213) 418-3370

Reviewed by:
Bryan Pennington, Chief Program Management Officer, (213) 922-7449

Stephanie N. Wiggins
Chief Executive Officer

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

Metro

Board Report

File #: 2022-0521, **File Type:** Informational Report **Agenda Number:** 28.

CONSTRUCTION COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: THIRD PARTY ADMINISTRATION

ACTION: CITY OF LOS ANGELES FY23 ANNUAL WORK PLAN APPROVAL

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute an annual expenditure budget plan for the FY23 Annual Work Plan for the City of Los Angeles (Attachment A).

ISSUE

During the design, construction, and maintenance phases of Metro projects, a significant amount of support is required from local jurisdictions via an annual work plan. The annual work plan shall serve as a commitment from the agency for the reimbursement of services by the City of Los Angeles reviewing jurisdictions for an estimated amount of services. Without an annual work plan, the City of Los Angeles jurisdictions have no funding sources to support the projects.

BACKGROUND

In December of 2002, A Master Cooperative Agreement (MCA) was executed between Metro and the City of Los Angeles. The intent of the agreement was to establish a streamlined process among both entities to successfully construct Metro's ongoing projects. A function of MCA was to clearly identify a yearly budget for each City department to provide those city services. This function was labeled as the Annual Work Plan. A new MCA is currently being negotiated between Metro and the City of Los Angeles. The 2002 MCA will remain in effect until the new MCA is finalized. The new MCA is an effort to support the Metro construction program by capturing lessons learned, updating and enhancing processes, and enhancing overall relationships between the two agencies. Upon execution of the new MCA, the 2002 MCA shall be terminated.

DISCUSSION

The action contained herein provides funding for the City of Los Angeles' participation in the project within the limit of the current approved FY23 budget for Third Party review and maintenance. (See Attachment A).

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Metro's efforts to proactively manage these costs will include the following:

A. Controlling the design review process through the early coordination of design efforts to define scope and establish/clarify standards and requirements.
B. Reviewing submittals for completeness.
C. Ensuring that third party requirements are identified and addressed prior to sending to the third party.
D. Reviewing timesheets with each third party organization on a monthly basis to ensure that hours charged are appropriate.
E. Conducting executive and staff level partnering with third parties.

DETERMINATION OF SAFETY IMPACT

The recommended action has no impact on safety.

FINANCIAL IMPACT

The funding of $33,921,356, which may be obligated and spent under this one-year work plan, is included in the FY23 adopted budget in the projects requiring the services to be performed by the City of Los Angeles as outlined in Attachment A. Since these are multi-year projects, the Project Managers and Chief Program Management Officer will be responsible for budgeting future year costs.

EQUITY PLATFORM

The Annual Work Plan funds Metro's project plan reviews from various City of Los Angeles departments to support reviews of design and construction project plans on an annual basis. These services are essential for streamlining project delivery, which include expediting plan reviews and approvals, ensuring quality and effective construction measures, timely inspections, and other functional efforts as described above. All services are centered on avoiding project delays and promoting cost-saving measures to effectively deliver the project with minimal impact on the community and provide benefits of enhanced mobility and regional access to underserved populations within the respective project areas.

While considering the projects, Metro will provide an estimated 42 miles of new transit systems (pedestrian, bicycle, rail, and bus) and 11 potential passenger stations within the City of Los Angeles limits and equity focused communities (EFC). This Board item action will reduce likelihood of transit and active transportation project delays.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

By executing the Annual Work Plan for FY23 and allowing the City departments to successfully review plans and provide a streamlined approval process to successfully construct Metro's ongoing projects, it would positively support Metro's overall plan and goal of expanding the transportation

network, increase mobility for all users and improve LA County's overall transit networks and assets.

IMPACT ON BUS AND RAIL OPERATING AND CAPITAL BUDGET

The funding for this Annual Work Plan will come from various sources of funds (see Attachment A.) With the exception of major construction projects funded with specific grant funds, these funds are eligible for bus and rail operating and capital expenditures. No other sources of funds were considered for this activity because the primary beneficiary of the service is bus, rail, and capital projects.

ALTERNATIVES CONSIDERED

The Board may reject the recommendation and direct us to include this work under Construction Contracts. Unfortunately, this is not recommended because it will delay each of the projects.

NEXT STEPS

Upon Metro board approval of the Annual Work Plan, the City of Los Angeles shall submit the Annual Work Plan to the Los Angeles City Council and Mayor's Office for adoption.

ATTACHMENTS

Attachment A - FY23 Annual Work Plan Anticipated Budget for the City of Los Angeles

Prepared by: Eduardo Cervantes, Interim Executive Officer; 213-922-7255

Reviewed by: Bryan Pennington, Chief Program Management Officer; 213-922-7449

Stephanie N. Wiggins
Chief Executive Officer

ATTACHMENT A

FY23 ANNUAL WORK PLAN ANTICIPATED BUDGET FOR CITY OF LOS ANGELES

CRENSHAW LAX		
Bureau of Engineering		$150,000
Dept. of Transportation		$150,000
Bureau of Street Services		$155,263
Con Ad		$150,000
Bureau of Street Lighting		$150,000
	Subtotal:	$ 755,263
CRENSHAW CATCH ALL		
Bureau of Engineering		$300,000
Dept. of Transportation		$150,000
Bureau of Street Services		$150,000
Con Ad		$200,000
	Subtotal:	$800,000
REGIONAL CONNECTOR		
Bureau of Engineering		$900,000
Dept. of Transportation		$1,300,642
Bureau of Street Services		$128,642
Bureau of Street Lighting		$121,188
Con Ad		$889,947
LASAN		$34,794
Cross Coordination		$42,696
LAPD		$33,788
General Services		$4,997
	Subtotal:	$3,456,694
PURPLE LINE #1		
Bureau of Engineering		$900,000
Dept. of Transportation		$1,296,972
Bureau of Street Services		$105,189
Bureau of Street Lighting		$285,632
Con Ad		$766,376
Cross Coordination		$188,687
LAPD		$33,944
	Subtotal:	$3,576,800

ATTACHMENT A (Continued)

PURPLE LINE #2	
Bureau of Engineering	$900,000
Dept. of Transportation	$1,165,291
Bureau of Street Services	$146,046
Bureau of Street Lighting	$288,491
Con Ad	$673,232
LASAN	$222,563
Cross Coordination	$285,000
LAPD	$115,295
General Services	$57,000
Subtotal:	$3,852,918
PURPLE LINE #3	
Bureau of Engineering	$1,100,000
Dept. of Transportation	$2,003,706
Bureau of Street Services	$126,492
Bureau of Street Lighting	$327,843
Con Ad	$673,231
LASAN (WPD)	$107,691
LASAN (WESD)	$114,912
Cross Coordination	$197,135
LAPD	$203,990
Subtotal:	$4,855,000
RAILTO RAIL	
Bureau of Engineering	$300,000
Dept. of Transportation	$913,632
Bureau of Street Services	$65,451
Bureau of Street Lighting	$190,054
Con Ad	$377,917
LASAN	$50,000
Subtotal:	$1,897,054
UNION STATION FORECOURT AND ESPLANADE PROJECT	
Bureau of Engineering	$25,000
Dept. of Transportation	$15,000
Bureau of Street Lighting	$15,000
Bureau of Street Services	$15,000
LASAN (WESD)	$15,000
LASAN (WPD)	$15,000
Con Ad	$15,000
Subtotal:	$115,000

ATTACHMENT A (Continued)

ORANGE LINE	
Bureau of Engineering	$850,000
Dept. of Transportation	$956,781
Bureau of Street Services	$262,307
Bureau of Street Lighting	$251,687
Con Ad	$50,000
LASAN	$50,000
Subtotal:	$2,420,775
ESVTC	
Bureau of Engineering	$1,100,000
Dept. of Transportation	$1,405,207
Bureau of Street Services	$226,773
Bureau of Street Lighting	$944,864
LASAN (WPD)	$144,495
LASAN (WESD)	$121,009
Con Ad	$310,870
Cross Coordination Support	$188,687
Subtotal:	$ 4,441,905
Link US	
Bureau of Engineering	$900,000
Dept. of Transportation	$503,995
Bureau of Street Services	$21,981
Bureau of Street Lighting	$309,505
LASAN (WESD)	$34,794
Subtotal:	$1,770,275
Brighton to Roxford	
Bureau of Engineering	$300,000
Dept. of Transportation	$230,921
Bureau of Street Lighting	$274,161
Subtotal:	$805,082
Doran Street Grade Separation	
Bureau of Engineering	$300,000
Dept. of Transportation	$263,116
Bureau of Street Services	$61,212
Bureau of Street Lighting	$207,315
LASAN (WESD)	$38,154
Subtotal:	$869,797

ATTACHMENT A (Continued)

HOLLYWOOD TO PASADENA BRT	
Bureau of Engineering	$850,000
Dept. of Transportation	$956,781
Bureau of Street Lighting	$251,667
Subtotal:	$2,058,448
WEST SANTA ANA	
Bureau of Engineering	$25,000
Dept. of Transportation	$25,000
Bureau of Street Services	$25,000
Bureau of Street Lighting	$25,000
Subtotal:	$100,000
SEPULVEDA NORTH	
Bureau of Engineering	$50,000
Dept. of Transportation	$35,000
Bureau of Street Lighting	$35,000
Subtotal:	$120,000
BUS PRIORITY LANE ENFORCEMENT	
Dept. of Transportation	$300,000
Subtotal:	$300,000
BUS STOP IMPROVEMENT PROJECTS	
Bureau of Street Services	$700,000
Subtotal:	$700,000
DIVION 20	
Bureau of Engineering	$200,000
Dept. of Transportation	$98,930
Bureau of Street Services	$50,000
Bureau of Street Lighting	$150,000
Con Ad	$477,415
LASAN	$50,000
Subtotal:	$1,026,345
GRAND TOTAL:	**$33,921,356**
TOTAL FY23 BUDGET:	**$33,921,356**

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Los Angeles, CA

File #: 2022-0410, **File Type:** Contract **Agenda Number:** 31.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: WASTE MANAGEMENT SERVICES

ACTION: APPROVE CONTRACT AWARD

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award an indefinite delivery indefinite quantity Contract No. OP809690008370, for the North and South Regions, combined, to Consolidated Disposal Service, L.L.C. dba Republic Service, to provide systemwide waste management services. The contract not-to-exceed amount is $7,107,207 for the five-year base period, and $2,950,875 for the one, two-year option term, for a combined not-to-exceed amount of $10,058,082, effective November 1, 2022, through October 31, 2029, subject to resolution of protest(s), if any.

ISSUE

The existing contract is currently being extended on a month-to-month basis as previously approved by Metro Board of Directors. To continue providing the required integrated waste management services, a new contract award for the North and South Regions combined is required effective November 1, 2022, replacing the existing system-wide contract. This action is necessary to allow the contractor ample time to acquire and mobilize new trash and recycling bins for all Metro facilities in accordance with the new contract requirements.

BACKGROUND

The existing waste management services contract was due to expire on October 31, 2020. On May 28, 2020, the Metro Board of Directors approved a motion to reject staff's recommendation for Item 18 (Attachment A) to approve contract award for Waste Management Services, extend the current contract with Republic Services on a month-to-month basis and resolicit the contract including past performance to include safety, labor, and environmental standards at least as stringent as the City of Los Angeles waste hauling franchise system as part of the selection criteria.

Metro has been working diligently and collaborating with the City of Los Angeles staff to review and enhance contract requirements, modify performance measures and evaluate Metro's rapidly expanding service area.

DISCUSSION

On December 16, 2021, a solicitation for two (2) waste management services contracts was released, splitting Metro's service area into two (2) geographical regions, the North and South regions, to enhance competition and small business participation. Two (2) outreach events were conducted before the release of the solicitation to provide an overview of the two (2) regional contracts' scope of work, service area, performance requirements, and evaluation criteria.

The new contract recommended for the award includes transportation and recycling or disposal of solid waste from Metro facilities, providing roll-off containers and dumpsters, and requiring monthly diversion reports submission. There are a total of 244 trash bins and 78 recycling bins of various sizes distributed throughout 77 Metro facilities and locations. Most containers are serviced on a regular schedule, while others are on an on-call as-needed basis.

Improved diversion is one of many ways that Metro is striving to reduce its environmental impact. The new contract is an integral part of Metro's Environmental Management System. The contractor will support the Environmental Compliance and Services unit of the Transit Project Delivery department in education and waste disposal change efforts with front-line employees at all Metro operating facilities. In addition, the contractor will provide ongoing analysis of Metro's efforts to reduce landfill waste and improve in-house recycling programs to exceed waste diversion requirements.

Currently, all local government organizations in California are required to divert at least 50% of their waste from landfills. To meet this requirement, Metro's trash-hauling contractor separates and recycles suitable materials from waste materials it collects from all Metro operating, support, office, and passenger facilities. This contract sets goals to improve and exceed the 50% waste diversion requirements over the next seven (7) years.

Further improvements include incorporating City of Los Angeles Waste Hauling Franchise system standards and requirements of transfer, disposal, and processing facilities certified by the City of Los Angeles and the required vehicles to be utilized for service delivery. In addition, the contractor is required to submit a plan to ensure service continuity during emergency events, and an annual safety and training plan.

The new contract's seven-year base term not-to-exceed amount of $10,058,082 is 13% below the Independent Cost Estimate (ICE) and 23% above the existing contract value awarded nine (9) years ago.

To continue providing the required waste management services, the award of the contract is required effective November 1, 2022. This action is necessary to allow the contractor under the new North and South Regions contract ample time to acquire and mobilize new trash and recycling bins for all Metro facilities, in accordance with the new contract requirements.

DETERMINATION OF SAFETY IMPACT

The timely and efficient removal of trash and recycling are important elements of a safe and responsible waste management program.

FINANCIAL IMPACT

Funding of $1,226,026 for systemwide waste management services is included in the FY23 budget in cost center 8370 - Facilities Contracted Maintenance Services, account 50308, Service Contract Maintenance, under various projects.

Since this is a multi-year contract, the cost center manager and Deputy COO, Administration and Development will be accountable for budgeting the costs for future years.

Impact to Budget

The current source of funds for this action includes State and Local funds, including Fares. These funding sources ensure the best allocation given approved funding provisions and guidelines.

EQUITY PLATFORM

As part of the North and South Regions contract solicitation, two (2) Metro Connect Industry Forum Outreach events were conducted on November 17 and December 15, 2021, respectively to enhance competition and small business participation. The waste management contract will provide services that are expected to improve the working conditions for Metro facility and division employees, as well as cleanliness for public members using Metro facilities. There are no anticipated equity impacts from this contract.

The Diversity and Economic Opportunity Department (DEOD) established a 7% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) goal for this solicitation. Republic Services made a 7% SBE and 3% DVBE participation commitment for the North and South Regions contract.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This board action supports Strategic Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization. Metro's objectives for this contract are to increase efficiency, minimize costs, improve Metro's recycling and landfill diversion programs, reduce the amount of waste that Metro disposes of and comply with all applicable Federal, State, and Local laws.

ALTERNATIVES CONSIDERED

The Board may elect not to approve this recommendation. This option is not recommended as it would result in a gap in service, impacting Metro's system safety, cleanliness, operations, and customer experience.

NEXT STEPS

Upon approval by the Board, staff will execute Contract OP809690008370 with Republic Service to provide integrated waste management services systemwide effective November 1, 2022.

ATTACHMENTS

Attachment A -Item 18.1, Report No. 2020-0370 - Recap of Proceedings of the May 28, 2020, Metro Board of Directors Meeting
Attachment B - North and South Regions' Service Area Maps
Attachment C - Procurement Summary
Attachment D - DEOD Summary

Prepared by:

Lena Babayan, Deputy Executive Officer, Facilities Contracted Maintenance Services, (213) 922-6765
Ruben Cardenas, Sr. Manager, Facilities Contracted Maintenance Services, (213) 922-5932
Debra Avila, Deputy Chief, Vendor/Contract Management Officer, (213) 418-3051
Lilia Montoya, Deputy Chief Operations Officer, Administration, and Development, (213) 922-4061

Reviewed by:

Conan Cheung, Chief Operations Officer, (213) 418-3034

Stephanie N. Wiggins
Chief Executive Officer

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

Metro

Board Report

File #: 2020-0370, **File Type:** Motion / Motion Response **Agenda Number:** 18.1.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
MAY 21, 2020

Amending Motion by:

DIRECTOR BONIN

Related to Item 18: Waste Management Services

SUBJECT: WASTE MANAGEMENT SERVICES

RECOMMENDATION

Approve Substitute Motion by Director Bonin directing the CEO to:

Reject staff recommendation from Item 18. Extend the current contracts with Republic Services on a month to month basis; resolicit the contract including past performance to include safety, labor, and environmental standards at least as stringent as the City of Los Angeles waste hauling franchise system as part of selection criteria.

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Virtual Meeting

RECAP of Proceedings

Thursday, May 28, 2020

10:00 AM

Board of Directors - Regular Board Meeting

DIRECTORS PRESENT:

James Butts, Chair
Eric Garcetti, Vice Chair
Hilda Solis, 2nd Vice Chair
Kathryn Barger
Mike Bonin
Jacquelyn Dupont-Walker
John Fasana
Robert Garcia
Janice Hahn
Paul Krekorian
Sheila Kuehl
Ara Najarian
Mark Ridley-Thomas
Gloria Roberts, non-voting member

Phillip A. Washington, Chief Executive Officer

CALLED TO ORDER: 10:13 A.M.

ROLL CALL

1. APPROVED Consent Calendar Items: 2, ~~6~~, 7, 8, 9, 11, 15, 17, 22, 23, 24, 25, 26, 27, 30, 31, 32, 38, and 38.1.

Consent Calendar items are approved by one motion unless held by a Director for discussion and/or separate action.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y	Y	Y

2. SUBJECT: MINUTES **2020-0315**

APPROVED ON CONSENT CALENDAR Minutes of the Regular Board Meeting held April 23, 2020.

3. SUBJECT: REMARKS BY THE CHAIR **2020-0362**

RECEIVED remarks by the **Chair.**

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
P	P	P	P	P	P	P	P	P	P	P	P	P

4. SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER **2020-0363**

RECEIVED report by the **Chief Executive Officer.**

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
P	P	P	P	P	P	P	P	P	P	P	P	P

PK = P. Krekorian	HS = H. Solis	KB = K. Barger	RG = R. Garcia
JF = J. Fasana	JB = J. Butts	JDW = J. Dupont-Walker	
JH = J. Hahn	EG = E. Garcetti	MRT = M. Ridley-Thomas	
MB = M. Bonin	SK = S. Kuehl	AN = A. Najarian	

LEGEND: Y = YES, N = NO, C = HARD CONFLICT, S = SOFT CONFLICT ABS = ABSTAIN, A = ABSENT, P = PRESENT

5. SUBJECT: SAN GABRIEL VALLEY TRANSIT FEASIBILITY STUDY 2020-0255

RECEIVED AND FILED the response to Board Motion Item 8.1 (Attachment A, Legistar File 2020-0172) on the February 2020 Board report, Eastside Transit Corridor Phase 2 (Attachment B, Legistar File 2020-0027) directing staff to:

1) Prepare a feasibility study to evaluate high-quality transit service options to serve the San Gabriel Valley, and

2) Include recommendations for a Funding Plan for the San Gabriel Valley and Gateway Cities subregions that encompasses Measure R and Measure M funding for Eastside Transit Corridor Phase 2 to demonstrate subregional equity.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y

5.1. SUBJECT: SAN GABRIEL VALLEY TRANSIT FEASIBILITY STUDY 2020-0368

APPROVED Amending Motion by Directors Solis, Fasana, and Barger

WE THEREFORE MOVE that the Board direct the CEO to report back in 30 days with recommendations to transfer funding to the San Gabriel Valley Council of Governments as part of the FY21 budget for the procurement and completion of the Feasibility Study. Recommendations should include provisions typical of Metro procurements such as small, disadvantaged, and/or disabled veteran business enterprise goals.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y

6. SUBJECT: HIGHWAY PROGRAM PROJECT DELIVERY PROFESSIONAL SERVICES ON-CALL 2020-0276

AUTHORIZED the Chief Executive Officer to:

A. AWARD four, three-year base on-call contracts, with two, one-year option terms, Contract Nos. AE67946000, AE67946001, AE67946002, AE67946003 to HNTB Corporation, Parson Transportation Group, TranSystems Corporation and WKE, Inc. respectively, for a total not-to-exceed amount of $40,000,000 for the initial three-year base contract, and $5,000,000 for each one-year option term, for a total not to exceed amount of $50,000,000, for Highway Program Project Delivery Support Services and other related work, subject to resolution of protest(s), if any, and

(continued on next page)

(Item 6 – continued from previous page)

B. EXECUTE or delegate the execution of Task Orders within the approved not to exceed cumulative value of $50,000,000.

JF	PK	MB*	RG*	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	C	Y	Y	Y	C	C	Y	C	A	Y	C	Y

* SELECTED UNDER RULE OF NECESSITY.

7. SUBJECT: DRAFT 2020 LONG RANGE TRANSPORTATION PLAN 2019-0882

APPROVED ON CONSENT CALENDAR the release of Draft 2020 Long Range Transportation Plan (LRTP) for public comment.

8. SUBJECT: FIRST/LAST MILE PLAN FOR PURPLE LINE EXTENSION SECTIONS 2 & 3 2020-0111

APPROVED ON CONSENT CALENDAR:

A. ADOPTING First/Last Mile Plan for Purple Line Extension Sections 2 & 3; and

B. DIRECTING staff to return to the Board with implementation recommendations following completion of the First/Last Mile Guidelines.

9. SUBJECT: METRO AFFORDABLE TRANSIT CONNECTED HOUSING PROGRAM 2020-0208

APPROVED ON CONSENT CALENDAR:

A. APPROVING revisions to the Metro Affordable Transit Connected Housing Program (MATCH Program), as further described in Attachment A; and

B. AUTHORIZING the CEO or his designee to execute necessary agreements and amendments to agreements related to the MATCH Program.

10. SUBJECT: I-710 ADDITIONAL FUNDING FOR THE DESIGN PHASE OF THE SHOEMAKER BRIDGE REPLACEMENT PROJECT 2020-0326

APPROVED programming of additional $12.9 million in Measure R I-710 Early Action projects funds for the design phase of the Shoemaker Bridge Replacement Project (Project); and

EXECUTE the necessary agreement(s) with the City of Long Beach to advance the Project.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y

11. SUBJECT: CENTINELA GRADE SEPARATION 2020-0199

APPROVED ON CONSENT CALENDAR:

A. RECEIVING AND FILING the Centinela Grade Separation Screening Analysis for Design Concepts/Engineering Design Report;

B. APPROVING Project Definition as an Aerial Grade Separation at the Florence/Centinela Crossing of the Crenshaw/LAX Line supported by Bus Bridging during the Construction Period;

C. FILING an environmental Statutory Exemption pursuant to CEQA;

D. Authorizing staff to proceed with preliminary engineering and final design services on the Centinela Grade Separation. This is not a request for construction funding.

12. SUBJECT: MANAGEMENT AUDIT SERVICES FY 2020 THIRD QUARTER REPORT 2020-0293

RECEIVED AND FILED Management Audit Services (MAS) quarterly report for the period ending March 31, 2020.

(FORWARDED FROM MAY FINANCE, BUDGET, AND AUDIT COMMITTEE DUE TO LACK OF QUORUM)

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y

13. SUBJECT: CONTINUING RESOLUTION FOR FISCAL YEAR 2021 BUDGET 2020-0310

A. ADOPTED a continuing resolution to extend FY20 budget authorization for one quarter into FY21 until September 2020 when Fiscal Year 2021 (FY21) budget is considered for Board adoption

B. AUTHORIZED the CEO to execute the adopted continuing resolution through first quarter of FY21 until October 1, 2020

C. AUTHORIZED the extension of all annual Operating and Fare subsidy Memorandums of Understanding (MOUs) subject to available funds until such time as the FY21 budget is adopted

(FORWARDED FROM MAY FINANCE, BUDGET, AND AUDIT COMMITTEE DUE TO LACK OF QUORUM)

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	A	Y	Y	Y	Y	Y	Y	Y	Y	Y

WITHDRAWN ITEM 13.1:

13.1. SUBJECT: REDONDO BEACH TRANSIT CENTER URGENCY MOTION 2020-0378

RECOMMENDATION

~~APPROVE Motion by Directors Butts and Hahn that the Board:~~

~~Approve authorizing funding of additional $2.75 million from the South Bay Measure M TSMIP II MSP account for the SBCCOG Redondo Beach Transit Center project with the Measure R Operational Highway funds programming in June.~~

15. SUBJECT: MEMBERSHIP ON METRO'S SAN FERNANDO VALLEY SERVICE COUNCIL 2020-0313

APPROVED ON CONSENT CALENDAR Leslie Aguirre for membership on Metro's San Fernando Valley Service Council.

17. SUBJECT: P2000 COUPLER ASSEMBLY OVERHAUL 2020-0103

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a 60-month, Indefinite Delivery/Indefinite Quantity (IDIQ) Contract No. MA6264000, to Wabtec Passenger Transit Corporation, Spartanburg, South Carolina, for P2000 Light Rail Vehicle (LRV) Coupler Assembly overhaul services. This award is a not-to-exceed amount of $2,895,984 subject to resolution of protest(s), if any.

18. SUBJECT: WASTE MANAGEMENT SERVICES 2020-0312

REJECTED:

AUTHORIZING the Chief Executive Officer to:

A. AWARD an indefinite delivery indefinite quantity Contract No. OP1484230003367 to American Reclamation, Inc. to provide waste management services throughout Metro B Line (Red), Metro G Line (Orange), Pasadena L Line (Gold) and various bus and rail locations within the geographical area, specified as the North Region, for a not-to-exceed amount of $3,904,317 for the five-year base period, and $1,571,479 for the one, two-year option term, for a combined not-to-exceed amount of $5,475,796, effective June 1, 2020 through May 31, 2027, subject to resolution of protest(s), if any; and

B. AWARD an indefinite quantity/delivery Contract No. OP1484240003367 to American Reclamation, Inc. to provide waste management services

(continued on next page)

(Item 18 – continued from previous page)

throughout Metro A Line (Blue), Metro C Line (Green), E Line (Expo), Gateway Headquarters Building and various bus and rail locations within the geographical area, specified as the South Region, for a not-to-exceed amount of $3,218,989 for the five-year base period, and $1,325,033 for the one, two-year option term, for a combined not-to-exceed amount of $4,544,022, effective June 1, 2020 through May 31, 2027, subject to resolution of protest(s), if any.

18.1. SUBJECT: WASTE MANAGEMENT SERVICES 2020-0370

Approved Substitute Motion by Director Bonin directing the CEO to:

Reject staff recommendation from Item 18. Extend the current contracts with Republic Services on a month to month basis; resolicit the contract including past performance to include safety, labor, and environmental standards at least as stringent as the City of Los Angeles waste hauling franchise system as part of selection criteria.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	C	C	Y	C	C	Y	A	N

20. SUBJECT: 2020 LOS ANGELES CONSTRUCTION MARKET ANALYSIS 2020-0212

RECEIVED AND FILED status report on the 2020 Los Angeles Construction Market Analysis report.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y

22. SUBJECT: SOUNDWALL PACKAGE 11 HIGHWAY PROJECT ACTION: CONTRACT MODIFICATION 2020-0284

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

EXECUTE Modification No. 19 to Contract No. C39033C1101-2 Soundwall Package 11 Highway Project for work above and beyond the original scope of services. This additional work is within the LOP budget and increases the total contract price in the amount of $860,000, from $66,041,760 to $66,901,760.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
		C										

23. SUBJECT: SYSTEMS ENGINEERING AND SUPPORT SERVICES 2020-0170

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

A. An increase in total authorized funding for Contract No. AE47810E0128 with SECOTrans (Joint Venture of LTK Engineering Services, NBA Engineering Inc., Pacific Railway Enterprises Inc., and Ramos Consulting Services, Inc), for pending and future Task Orders to provide systems engineering and support services in the amount of $22,500,000 for 1 year, increasing the total contract value from $43,932,000 to $66,432,000 through Fiscal Year 2021; and

B. The Chief Executive Officer (CEO) or designee to execute individual Task Orders and Contract Modifications within the Board approved contract funding amount.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
					C				C			

24. SUBJECT: TUNNEL ADVISORY PANEL 2020-0267

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

A. Execute Contract Modification No. 11 to Contract No. PS-2020-1055 with **Dr. Geoffrey R. Martin for the continuation of Tunnel Advisory Panel Services**, in an amount not-to-exceed $910,475, increasing the total contract value from $2,090,006 to $3,000,481 and extend the contract from July 1, 2020 to June 30, 2023;

B. Execute Contract Modification No. 6 to Contract No. PS-8510-2493 with **Dr. Edward J**. **Cording, for the continuation of Tunnel Advisory Panel Services**, in an amount not-to-exceed $923,457, increasing the total contract value from $2,075,778 to $2,999,235 and extend the contract from July 1, 2020 to June 30, 2023; and

C. Negotiate and Execute sole source Contract No. PS-1620-1000, with **Dr. Thomas O'Rourke,** for Tunnel Advisory Panel Services, in an amount not-to-exceed $947,457, from June 1, 2020 to June 30, 2023.

25. SUBJECT: PROGRAM MANAGEMENT SUPPORT SERVICES 2020-0283

AUTHORIZED ON CONSENT CALENDAR:

A. An increase in authorized funding for Contract No. AE35279 with Kal Krishnan Consulting Services/Triunity Engineering and Management Joint Venture (KTJV), for pending and future Contract Work Orders to provide Program Management Support Services (PMSS) in an amount not-to-exceed $12,041,501, increasing the current authorized funding limit from $51,306,204 to $63,347,705 through FY21;

B. The Chief Program Management Officer or designee to execute individual Contract Work Orders (CWOs) and Contract Modifications within the Board approved contract funding amount.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
								C	C			

26. SUBJECT: SUPPLEMENTAL ENGINEERING SERVICES (SES) CONSULTANT SERVICE CONTRACT 2020-0286

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

A. EXERCISE a one-year extension option for Task Order Contract No. AE36687 with Mott MacDonald Group for Supplemental Engineering Services for Engineering Design of Rail and Highway Transportation Projects, extending the period of performance from June 22, 2020 through June 22, 2021.

B. INCREASE the total contract value for Contract No. AE36687 with Mott MacDonald Group for Supplemental Engineering Services for Engineering Design for Rail and Highway Transportation Projects not-to-exceed $2,500,000 increasing the total contract value from $15,000,000 to $17,500,000. Work will only be authorized by specific task orders, funded by specific project budgets.

C. NEGOTIATE and EXECUTE Task Orders and modifications within the Board approved contract amount.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
		C	C		C							

27. SUBJECT: CRENSHAW/LAX CLOSE OUT PROJECT 2020-0320

ADOPTED ON CONSENT CALENDAR the Life-of-Project (LOP) budget of $30,000,000 for a new Crenshaw/LAX Close Out Project.

30. SUBJECT: MEDICAL CLINIC SERVICES 2020-0264

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to increase Contract Modification Authority (CMA) specific to the contracts listed below to continue providing medical examinations and drug and alcohol collections for employees and job candidates, increasing the total cumulative not-to-exceed contract amounts by $850,000 from $5,321,075 to $6,171,075:

Contract No.	Contractor
PS62402786A	Concentra Medical Center - Commerce (formerly U.S. Healthworks Commerce)
PS62402786B	Concentra Medical Center - Los Angeles (formerly U.S. Healthworks - Los Angeles)
PS62402786C	Concentra Medical Center - Van Nuys (formerly U.S. Healthworks - Van Nuys)
PS62402786E	ProHealth-Glendale Occupational Medical Group (formerly Glendale Memorial Occupational Medical Group)
PS62402786F	CareOnSite

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
											C	

31. SUBJECT: FILMING LIAISON ON THE METRO SYSTEM 2020-0282

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award Contract No. PS66940000 for filming liaison services to The Hollywood Locations Company, Inc. for 5 years, generating an estimated $1,500,000 revenue for Metro, subject to resolution of protest(s), if any.

32. SUBJECT: METRO SYSTEM ADVERTISING (LICENSE TO SELL AND DISPLAY ADVERTISING ON BUS AND RAIL) 2020-0306

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

A. EXECUTE Modification No. 3 to Contract No. PS41099B - License to Sell and Display Advertising on Metro Bus System, with OUTFRONT Media Group, LLC, to temporarily replace the minimum annual guarantee (MAG) payments to Metro, as required by the Contract, with monthly payments of 55% of actual sales revenues, from May 15, 2020 to December 31, 2020, and to re-schedule the May 2020 payment from May 15, 2020 to May 30, 2020; and

(continued on next page)

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B. EXECUTE Modification No. 1 to Contract No. PS41099R - License to Sell and Display Advertising on Metro Rail System, with Intersection Parent, to temporarily replace the minimum annual guarantee (MAG) payments to Metro, as required by the Contract, with monthly payments of 55% of actual sales revenues from May 15, 2020 to December 31, 2020, and to re-schedule the May 2020 payment from May 15, 2020 to May 30, 2020.

33. SUBJECT: MOBILITY ON DEMAND PILOT PROJECT 2020-0349

RECEIVED AND FILED Mobility on Demand Pilot Project report.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y

34. SUBJECT: ORAL REPORT ON COVID-19 SERVICE UPDATE 2020-0102

RECEIVED oral report on COVID-19 Service Update.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

34.1. SUBJECT: COST CONTROL PERTAINING TO COVID-19 2020-0380

Reviewed and Approved the CEO's call to action to control costs pertaining to COVID-19 as amended by Directors Hahn, Garcetti, Butts, Solis, and Garcia's motion to add the following provisions:

A. Advance Bucket 2 projects towards shovel-ready, consistent with the Measure M expenditure plan, and within the parameters of the FY 21 Budget Continuing Resolution;

B. Report to the Executive Management Committee in August 2020 with an update on Metro's project acceleration program, including how Metro will ensure projects will be able to compete for any federal infrastructure recovery funding; and

C. Projects listed in Bucket 2 shall be included in the proposed FY 21 Budget to be presented to the Board in September. Any request for further deferral or recommendations on the acceleration of Bucket 2 projects will require justification as part of the Budget.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

36. SUBJECT: EMERGENCY RELIEF: FULL-PRICE PASSES 2020-0355

APPROVED Motion by Directors Garcetti, Solis, Hahn, Kuehl and Butts as amended directing the CEO to:

A. Provide relief for current frequent riders by initiating the sale of promotional passes at 50% the cost of full-price passes:
    1. Promotional Day Pass: $3.50
    2. Promotional 7-Day Pass: $12.50
    3. Promotional 30-Day Pass: $50.00;

B. Provide these promotional passes for not less than six months from the date regular boarding practices resume;

C. In conjunction with the debut of these promotional passes, suspend the sale of full-price passes;

D. Prepare a marketing plan to engage frequent riders on these fare changes, with particular focus on helping cash-paying frequent riders take advantage of these promotional fare products and transition to cashless, TAP-enabled payments;

E. Develop recommendations for cost reductions of the Regional EZ Pass (Base and Zones 1 through 15) that meet the same affordability goals as the 50% pass reductions above;

F. Report to the Executive Management Committee within 120 days after the initiation of the sale of promotional passes with a report on the status of pass sales and recommendations for permanent reductions to the cost of full-price passes that promote affordability by making break-even points more in line with industry standards; and

G. Report to the Board in 120 days with an implementation plan for a fare capping/best fare system that allows riders to take advantage of pass products without having to put up money upfront.

SOLIS AMENDMENT:

H. Report back to the Board in 30 days with recommendations to temporarily lower fares for all Metro-provided mobility services consistent with the reduced prices of passes in order to support riders once regular boarding practices resume. The report should consider recommendations to welcome back riders to Metro services as well as further adjustments as necessary to the price of promotional passes stated in Directive A in order to maintain high affordability.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y

38. SUBJECT: CRENSHAW/LAX TRANSIT PROJECT 2020-0319

APPROVED ON CONSENT CALENDAR amending the Life-of-Project (LOP) budget by $90,000,000 for the Crenshaw/LAX Transit Project (Project) of $2,058,000,000 to $2,148,000,000, consistent with the provisions of the Board-adopted Measure R and Measure M Unified Cost Management Policy (Attachment B).

38.1. SUBJECT: CRENSHAW/LAX TRANSIT PROJECT 2020-0356

APPROVED ON CONSENT CALENDAR Amending Motion by Directors Garcetti, Butts, Garcia and Hahn directing the CEO to:

A. Allocate $33.1 million of CMAQ, plus the revenue generated from LAWA acquisition of property and easements (at least $1.7 million) to fund immediate LOP budget needs on the Crenshaw/LAX project.

B. After taking CMAQ and LAWA-generated revenues off the top, approve the use of Subregional Equity Program (SEP) funding for the remainder of the $90 million Crenshaw/LAX LOP budget increase, subject to formal approval from each subregion's governing body and according to the 2016 subregional borders designating the LAX area as a Regional Facility and conforming the South Bay subregion to the South Bay COG's boundaries:

Subregion	Miles	Percent
Central Los Angeles	3.40	41.4%
South Bay	3.32	40.4%
Regional Facility: LAX Area	1.50	18.2%
Total	8.22	100.0%

These SEP funds shall be escalated from 2015 dollars in accordance with Board file 2019-0598, which reaffirmed that each subregion's SEP allocation as listed in the Measure M Expenditure Plan (line item 68,notes.) is listed in 2015 dollars and escalated to year-of expenditure in accordance with the escalation policies in the Measure M expenditure plan;

C. Defer any future recommendation or use of any unprogrammed SEP funding pending the development, in partnership with all Board offices, of a uniform process by which Subregions can elect to use SEP funding, including but not limited to:

1. Subregional governing body approval of any funding recommendation and use;
    a. Hereby acknowledging that the South Bay COG has already committed the entire South Bay SEP for the Centinela Grade Separation Project.

(continued on next page)

(Item 38.1 – continued from previous page)

2. Written notice to the respective Subregional governing body and representative Board offices at least 120 days before Metro recommends the use of SEP funding to ensure adequate time for subregions to understand and approve any funding recommendations;

3. Standard and explicit criteria for how and when a subregion's SEP allocation may be accelerated to meet their needs, consistent with Board file 2019-0598 (see above);

D. Report back on all the above during the September 2020 Board cycle.

39. SUBJECT: CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDING 2020-0325

A. APPROVED the allocation of CARES Act funding received by Los Angeles County as described in Attachment A.

B. APPROVED fund exchanges of Federal CARES Act funding, as appropriate, with other local funding sources in order to provide administrative efficiencies, optimize and accelerate the distribution of resources.

C. AUTHORIZED the Chief Executive Officer to negotiate and execute all necessary agreements to implement the recommended support of transit programs countywide.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

40. SUBJECT: OPEN STREETS PROGRAM RESPONSE TO COVID-19 2020-0375

APPROVED Motion by Directors Garcetti, Solis, Garcia, Bonin, and Fasana that the Board authorize the CEO to negotiate administrative scope changes to awarded events in the Open Streets Grant Program, at the written request of the grantee, such that funds may be used for COVID-19 response Slow Streets or similar programs, including but not limited to:

- Expanding one-day events to longer-term temporary traffic interventions;

- Replacing a large, single-corridor event intended for regional audiences with many smaller, neighborhood-scale interventions catering to local audiences;

(continued on next page)

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● Creating spaces within the public right-of-way to support economic activity such as dining and vending; and

● Providing education, encouragement, and monitoring for safe physical distancing in accordance with the Safer at Home Order in partnership with and supporting community-based leadership.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y

41. SUBJECT: CLOSED SESSION **2020-0364**

A. Conference with Legal Counsel - Existing Litigation - G.C. 54956.9(d)(1)
1. Julius Branch v. LACMTA, Case No. BC 683330

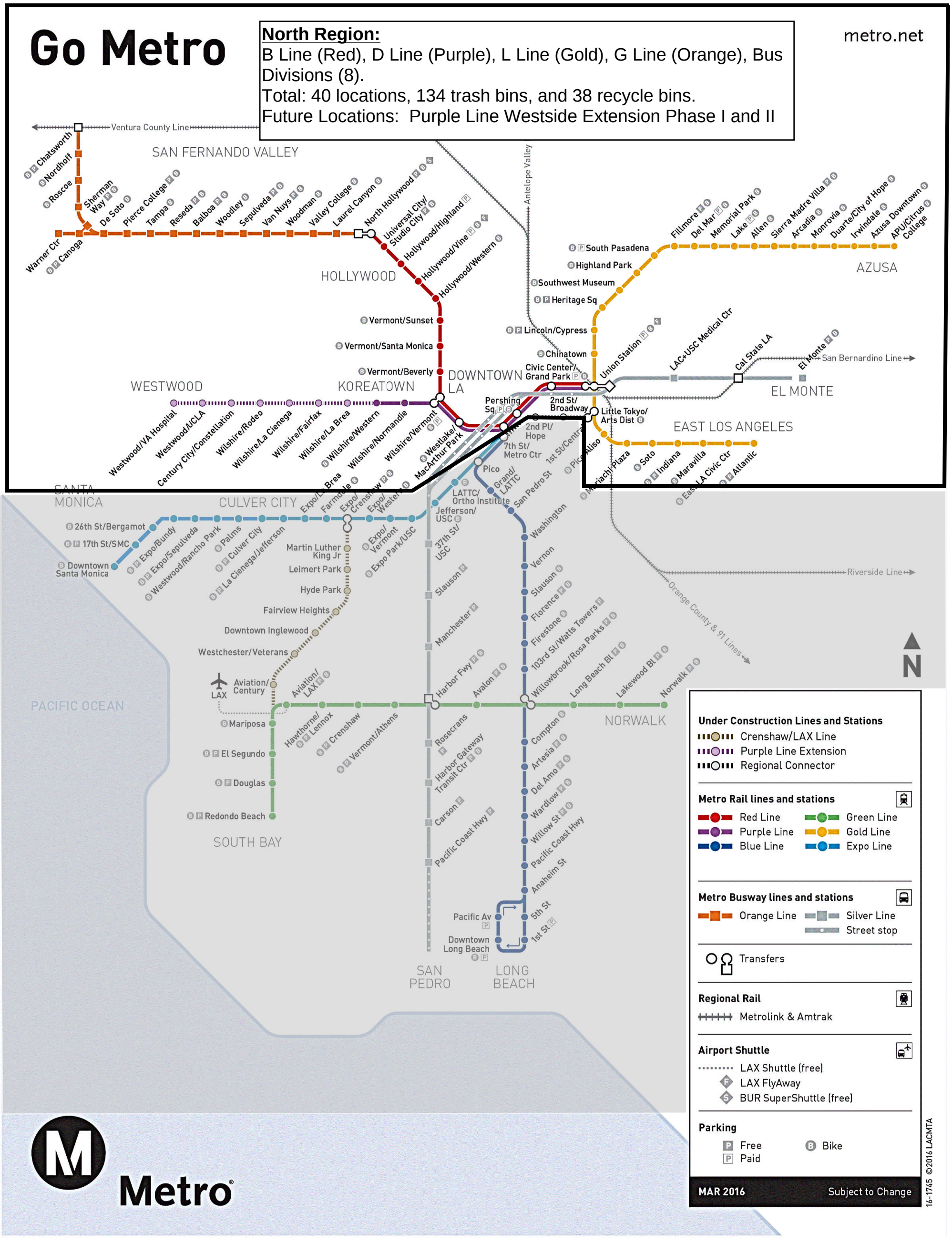
AUTHORIZED settlement of $1,500,000.

JF	PK	MB	RG	SK	EG	JB	HS	JH	KB	JDW	MRT	AN
Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y

ADJOURNED AT: 2:07 P.M.

###

ATTACHMENT B
NORTH REGION
SERVICE AREA MAP



Go Metro

metro.net



Under Construction Lines and Stations
- Crenshaw/LAX Line
- Purple Line Extension
- Regional Connector

Metro Rail lines and stations
- Red Line
- Purple Line
- Blue Line
- Green Line
- Gold Line
- Expo Line

Metro Busway lines and stations
- Orange Line
- Silver Line
- Street stop

Transfers

Regional Rail
- Metrolink & Amtrak

Airport Shuttle
- LAX Shuttle (free)
- LAX FlyAway
- BUR SuperShuttle (free)

Parking
- Free
- Paid
- Bike

MAR 2016 Subject to Change

16-1745 ©2016 LACMTA

Metro®

PROCUREMENT SUMMARY

WASTE MANAGEMENT SERVICES/ OP809690008370

1.	**Contract Number**: **OP809690008370**	
2.	**Recommended Vendor**: Consolidated Disposal Service, L.L.C. dba Republic Service	
3.	**Type of Procurement (check one):** ☐ **IFB** ☒ **RFP** ☐ **RFP–A&E** ☐ **Non-Competitive** ☐ **Modification** ☐ **Task Order**	
4.	**Procurement Dates**:	
	A. Issued: December 20, 2021	
	B. Advertised/Publicized: December 20, 2021	
	C. Pre-Proposal Conference: December 28, 2021	
	D. Proposals Due: January 31, 2022	
	E. Pre-Qualification Completed: August 9, 2022	
	F. Conflict of Interest Form Submitted to Ethics: August 11, 2022	
	G. Protest Period End Date: September 19, 2022	
5.	**Solicitations Picked up/Downloaded**: 16	**Bids/Proposals Received**: 2 each Region
6.	**Contract Administrator**: Marc Margoni	**Telephone Number**: **(**213) 922-1304
7.	**Project Manager**: Alberto Garcia	**Telephone Number**: (213) 922-6760

A. Procurement Background

This Board Action is to approve the award of Contract No. OP809690008370 to Consolidated Disposal Service, L.L.C. dba Republic Service, to provide integrated waste management services for Metro facilities located in two separate (2) geographical regions: the North Region and South Region. Firms were allowed to propose on either one region or both regions. Board approval of contract awards are subject to resolution of any properly submitted protest.

Prior to the release of the RFP, Metro staff conducted two Metro Connect Industry Forum Outreach events on November 17, 2021 and December 15, 2021, to enhance competition and encourage small business participation.

Request for Proposal (RFP) No. OP80969000 was issued as a competitive negotiated procurement in accordance with Metro's Acquisition Policy and the contract type is Indefinite Delivery/Indefinite Quantity. The RFP was issued with a 7% Small Business Enterprise (SBE) and a 3% Disabled Veteran Business Enterprise (DVBE) goal.

The solicitation was released on December 20, 2021 and was available for download from Metro's website. Advertisements were placed in three leading publications within Los Angeles County (Los Angeles Daily News, La Opinion, Watts Times, and the Asian Journal) to notify potential proposers of this solicitation. Metro also notified proposers from the Metro's vendor database based on applicable North American Industry Classification System (NAICS) codes.

No amendments were issued during the solicitation phase of this RFP:

A virtual pre-proposal conference was held on December 28, 2021. A total of 16 firms downloaded the RFP and were included on the planholders list. No questions were received regarding the solicitation.

The following proposals were received on January 31, 2022, and are listed below in alphabetical order by region:

North Region

1. American Reclamation, Inc.
2. Consolidated Disposal Service, L.L.C dba Republic Service

South Region

1. American Reclamation, Inc.
2. Consolidated Disposal Service, L.L.C dba Republic Service

B. Evaluation of Proposals

A Proposal Evaluation Team (PET) consisting of staff from Facilities Contracted Maintenance Services and Environmental Compliance Departments was convened and conducted a comprehensive technical evaluation of the two proposals.

On February 17, 2022, the PET met to review the evaluation criteria package, process confidentiality and conflict of interest forms, and take receipt of the proposals to initiate the evaluation phase. Evaluations were conducted from February 17, 2022, through May 17, 2022.

On May 20, 2022, Metro's Diversity and Economic Opportunity Department (DEOD) determined American Reclamation, Inc. (AR) was ineligible for contract award for both the North and South Regions for failure to meet the 3% Disabled Veteran Business Enterprise (DVBE) participation goal for this procurement. Hence, AR was excluded from further consideration.

The PET continued to evaluate the proposals of Consolidated Disposal Service, L.L.C dba Republic Service (Republic), based on the following evaluation criteria stated in the RFP:

Phase 1 Evaluation – Minimum Qualification Review: This is a pass/fail criteria. The criteria focused on the experience of the proposer in providing integrated waste management services, the City of Los Angeles Certification of proposed transfer stations, disposal facilities, material recovery facilities, and organic processing facilities, alternative fuel service vehicles owned and/or leased by Proposer and

Proposer's current and valid Business license and LA County Solid Waste Hauler Permit.

The PET reconvened and determined that the proposals submitted by Republic for both the North and South regions were responsive to the Phase 1 minimum qualification requirements and were further evaluated in accordance with the following evaluation criteria and weights:

- Qualification of the Firm/Team 20 percent
- Qualifications of Key Personnel 20 percent
- Understanding of the SOW and Proposed Approach 30 percent
- Price 30 Percent

The evaluation criteria are appropriate and consistent with criteria developed for similar waste management services' procurements. Several factors were considered in developing these weights, giving the greatest importance to understanding of the SOW and proposed approach, and price.

After evaluation of the proposals, the PET determined that the proposals received from Republic addressed the RFP requirements and that its personnel are qualified and experienced with all aspects of the required tasks. Based on a thorough evaluation of the proposal, the PET determined Republic to be technically qualified to perform the work.

The following is a summary of the PET scores:

North Region

	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
1	**Consolidated Disposal Service, L.L.C. dba Republic Service**				
2	Qualifications of the Firm/Team	72.85	20.00%	14.57	
3	Qualifications of Key Personnel	78.35	20.00%	15.67	
4	Understanding of the SOW and Proposed Approach	78.33	30.00%	23.50	
5	Price	100.00	30.00%	30.00	
6	**Total**		**100.00%**	**83.74**	**1**

South Region

	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
1	**Consolidated Disposal Service, L.L.C. dba Republic Service**				
2	Qualifications of the Firm/Team	76.65	20.00%	15.33	
3	Qualifications of Key Personnel	78.35	20.00%	15.67	
4	Understanding of the SOW and Proposed Approach	78.33	30.00%	23.50	
5	Price	100.00	30.00%	30.00	
6	**Total**		**100.00%**	**84.50**	**1**

C. Cost/Price Analysis

The recommended price has been determined to be fair and reasonable based on price analysis, technical analysis, and fact-finding. The recommended price is lower than Metro's independent cost estimate (ICE).

	Proposer Name	Proposal Amount	Metro ICE	Award Amount
1.	Consolidated Disposal Service, L.L.C. dba Republic Service - North and South Regions	$10,058,082	$11,520,481	$10,058,082

D. Background on Recommended Contractor

Consolidated Disposal Service, L.L.C dba Republic Service (Republic), headquartered in Scottsdale, AZ, has been in business for over 50 years. Its operations primarily consist of providing collection, transfer, and disposal of non-hazardous solid waste, recovering and recycling of certain materials, and energy services.

Republic operates 343 collection operations, 204 transfer stations, 195 active solid waste landfills, and 90 recycling centers across 41 states. It deploys over 16,000 vehicles to collect approximately 100 million tons of waste and over eight million tons of recyclables.

Republic provides waste management solutions for more than 14 million commercial, industrial and residential customers. Clients include California Institute of Technology, Six Flags, Taco Plastics, Inc., and Santa Anita Race Track. It has been providing waste management services to Metro since 2013 and performance has been satisfactory.

DEOD SUMMARY

WASTE MANAGEMENT SERVICES / OP809690008370

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) established a 7% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) goal for this Indefinite Delivery/Indefinite Quantity contract. Republic Services made a 7% SBE and 3% DVBE commitment.

Small Business Goal	**7% SBE 3% DVBE**	**Small Business Commitment**	**7% SBE 3% DVBE**

	SBE Subcontractors	**% Committed**
1.	Mariposa Eco Consulting Inc.	7%
	Total SBE Commitment	**7%**

	DVBE Subcontractors	**% Committed**
1.	Bloom Transportation, Inc.	3%
	Total DVBE Commitment	**3%**

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of $2.5 million.

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

File #: 2022-0527, **File Type:** Contract **Agenda Number:** 32.

REVISED
OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: P3010 AUXILIARY CONVERTER SPARES

ACTION: APPROVE CONTRACT AWARD

RECOMMENDATION

CONSIDER:

A. AUTHORIZING the Chief Executive Officer to award a 24-month firm fixed unit price Contract No. SP88119000, to Powertech Converter Corporation (Powertech) for the purchase of ten (10) new Auxiliary Converters in support of the P3010 Light Rail Vehicle (LRV) fleet for a total contract amount of $977,586.52, ~~inclusive of sales tax~~; and

B. FINDING that there is only a single source of procurement for the item(s) set forth in Recommendation A above and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

ISSUE

This single source procurement is for the acquisition of ten (10) P3010 spare auxiliary converters. These auxiliary converter assemblies will be used as float units to support the overhaul and repairs of the P3010 fleet. PUC §130237 allows use of a single source of supply for the sole purpose of duplicating or replacing equipment, material or supplies. Powertech owns proprietary software and hardware design and is the Original Equipment Manufacturer (OEM) of these auxiliary converter assemblies on the P3010LRV. Powertech is the only recommended contractor for this single source procurement.

BACKGROUND

On August 7, 2012, Kinkisharyo International, LLC was awarded the P3010 LRV Contract for a base order of 78 LRVs. Four options, for an additional 157 LRVS, were subsequently exercised, for a total of 235 vehicles.

This Board Action is to approve Contract SP88119000 in support of Metro's P3010 Light Rail Vehicle

(LRV) to procure ten (10) P3010 Auxiliary Converter units required to facilitate the overhaul and maintenance of the fleet. The existing auxiliary converter on the Kinkisharyo (KI) P3010 LRV was designed and built by Powertech Converter Corporation (Powertech). It was determined by Metro's engineering and operations teams that Powertech possesses rights and control over proprietary data, equipment, and software necessary to ensure full operational capability of the auxiliary converter units. Therefore, the spare units must be obtained from the Original Equipment Manufacturer (OEM), Powertech.

DISCUSSION

The P3010 LRVs are Metro's newest and largest fleet. To support maintenance and maintain vehicle availability, spare auxiliary converter assemblies are required. The auxiliary converter, or auxiliary power supply, converts high voltage DC to low voltage AC and DC to power various onboard train systems and equipment. The auxiliary converter is specially designed for the vehicle and is vital to the operation of the vehicle. Spare units were not procured with the vehicle.

Spare auxiliary converters are required to maintain vehicle availability in the case of an auxiliary converter failure on the P3010 fleet and will act as a float for the upcoming overhaul cycle of the equipment. The unit is integrated to work with the P3010 LRVs and has been designed, tested, and verified for the P3010.

DETERMINATION OF SAFETY IMPACT

This board action will ensure that safety is preserved by ensuring that auxiliary converters are available to support the availability of the P3010 LRVs.

FINANCIAL IMPACT

Funding of $977,586.52 for the Contract is included in the FY23 Budget in Cost Center 3947, Project 300066, and Account 50441.

Impact to Budget

Funding for this effort includes operating eligible sources like Fares, Prop A 35, Measure M, and STA. Using these funding sources maximizes the project funding allocations allowed by approved provisions and guidelines.

EQUITY PLATFORM

This procurement serves to maintain the availability of the P3010 LRV fleet. The P3010 fleet is Metro's largest and operates on nearly all operating routes that serve Equity Focus Communities. Approval of this procurement ensures riders of all of Metro's light rail lines will not suffer from vehicle availability due to a lack of spare auxiliary converters.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports Metro Strategic Plan Goal No. 5 to "provide responsive, accountable,

and trustworthy governance within the Metro organization". New auxiliary converter assemblies will ensure fleet reliability, support vehicle overhaul and maintenance activities, and provide safety for Metro's passengers in all operational modes. Contract Modification Authority and Contract extension safeguards overhaul production continuance while meeting passenger safety and fleet reliably.

ALTERNATIVES CONSIDERED

The system has been designed and proven to work on the P3010 fleet. To purchase this unit from another source will require extensive design work, including integration of proprietary hardware and software with other vehicle systems and requalification of the unit for performance and electromagnetic interference (EMI). This will significantly increase the time and cost of acquiring this unit and perhaps make the procurement infeasible.

NEXT STEPS

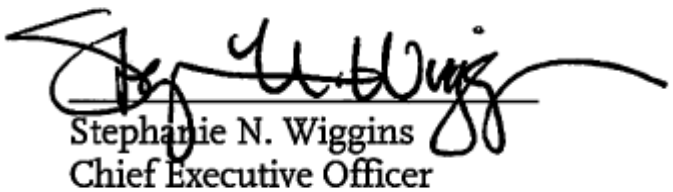
Upon Board approval, the procurement of spare auxiliary converters will move forward.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - DEOD Summary

Prepared_by
Prepared by: Bob Spadafora, Senior Executive Officer, Rail Fleet Services (213) 922-3144
Richard M. Lozano, Senior Director, Rail Fleet Services 323)-224-4042
Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051
Lilia Montoya, Deputy Chief Operations Officer, Admin & Development, (213) 922-4061

Reviewed by:
Conan Cheung, Chief Operations Officer (213) 418-3034


Stephanie N. Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

P3010 AUXILIARY CONVERTERS SPARES/CONTRACT NUMBER SP88119000

1.	**Contract Number**: SP88119000	
2.	**Recommended Vendor**: Powertech Converter Corporation	
3.	**Type of Procurement (check one):** ☐ **IFB** ☒ **RFP** ☐ **RFP–A&E** ☒ **Non-Competitive** ☐ **Modification** ☐ **Task Order**	
4.	**Procurement Dates**:	
	A. Issued: 04.12.22	
	B. Advertised/Publicized: N/A	
	C. Pre-Proposal Conference: N/A	
	D. Proposal Due: 05.12.22	
	E. Pre-Qualification Completed: 06.09.22	
	F. Conflict of Interest Form Submitted to Ethics: 07.20.22	
	G. Protest Period End Date: 08.19.22	
5.	**Solicitations Picked up/Downloaded**: 1	**Proposal Received**: 1
6.	**Contract Administrator**: Nicole Banayan	**Telephone Number**: 213-922-7438
7.	**Project Manager**: Matthew Hampton	**Telephone Number**: 213-798-5387

A. Procurement Background

This Board Action is to approve Contract SP88119000 in support of Metro's P3010 Light Rail Vehicle (LRV) to procure ten (10) P3010 Auxiliary Converter units required to facilitate the overhaul and maintenance of the fleet. The existing auxiliary converter on the Kinkisharyo (KI) P3010 LRV was designed and built by Powertech Converter Corporation (Powertech). It was determined by Metro's engineering and operations teams that Powertech possesses rights and control over proprietary data, equipment, and software necessary to ensure full operational capability of the auxiliary converter units. Therefore, the spare units must be obtained from the Original Equipment Manufacturer (OEM), Powertech as the single source of supply.

On April 12, 2022, Metro issued a single source, non-competitive solicitation to Powertech Converter Corporation because of its proprietary design and software and received a proposal on May 12, 2022. No amendments were issued under this RFP.

The RFP was issued in accordance with Metro's Acquisition Policy and the contract type is a firm fixed price.

B. Evaluation of Proposal

This procurement was conducted in accordance, with Metro's Acquisition Policy for a non-competitive solicitation and is consistent with Public Utility Code §130237 for the duplication or replacement of existing equipment already in use. A comprehensive

evaluation of the proposal was conducted by Metro to determine the proposal to be responsive to Metro's requirements.

Metro's project manager from Rail Fleet Services performed an in-depth evaluation of Powertech's technical offer. The project manager's assessment determined that Powertech's proposal meets Metro's technical requirements and complies with the Statement of Work. The Technical Evaluation concluded that the proposed auxiliary converters from Powertech are designed specifically for the P3010 LRV application and meets Metro's requirements.

C. Price Analysis

In accordance with Metro's Acquisition Policy and Procedures for a non-competitive acquisition, a cost analysis is required. Due to corporate policy restrictions, Powertech was unable to provide essential cost supporting data to perform a cost analysis. Therefore, staff performed a Price Analysis in compliance with Metro's Acquisition Policy for non competitive acquisitions. The Price Analysis consisted of a Technical Evaluation, an Independent Cost Estimate (ICE), and negotiations.

Staff conducted a comprehensive evaluation to determine that the final firm fixed price is fair and reasonable. Based on staff's price analysis, the negotiated price of $977,586.52 is within a reasonable range of approximately 1.3% of the Metro ICE, and has been determined to be fair and reasonable.

Bidder Name	Bid Amount	Metro ICE	Negotiated Amount
Powertech	$1,019,362.97	$965,000	$977,586.52

D. Background on Recommended Contractor

The recommended firm, Powertech Converter Corporation (Powertech) located in New Jersey and Germany has been in business since 2019. Powertech emerged from two leading companies in Germany for energy supply systems, PCS Power Converter (established in 1843) and Transtechnik GmbH & Co. (established in 1968) to form Powertech in 2014, which became Powertech Converter Corporation in 2019.

Powertech has over 350 employees with over 100 years of experience in railway technology and has produced more than 30,000 converters for rail vehicles.

Powertech is the Original Equipment Manufacturer (OEM) for Metro's P3010 auxiliary converter system.

DEOD SUMMARY

P3010 AUXILIARY CONVERTERS SPARES/CONTRACT NUMBER SP88119000

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) did not establish a Disadvantaged Business Enterprise (DBE) goal for this single source solicitation due to lack of subcontracting opportunities. It is expected that Powertech Converter Corporation, the Original Equipment Manufacturer, is providing the services of this contract with their own workforce.

B. Living Wage / Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of $2.5 million.

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

File #: 2022-0425, **File Type:** Contract **Agenda Number:** 33.

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
SEPTEMBER 15, 2022**

SUBJECT: P3010 LIGHT RAIL FLEET FRICTION BRAKE AND AIR COMPRESSOR OVERHAUL

ACTION: APPROVE CONTRACT AWARD

RECOMMENDATION

CONSIDER:

A. AUTHORIZING the Chief Executive Officer to award a 60-month, Indefinite Delivery Indefinite Quantity Contract No MA78165000 to Knorr Brake Company (KBC) for component overhaul services of the P3010 light rail vehicle (LRV) friction brake and air compressor system, for a total not-to-exceed amount of $29,427,487; and

B. FINDING that there is only a single source of procurement for the item(s) set forth in Recommendation A above and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

ISSUE

The P3010 friction brake system and air compressor equipment have reached their recommended interval for component level overhaul as defined by the OEM requirements. The existing friction brake systems on the P3010 are proprietary and this procurement is for the component overhaul services of existing equipment already in use. PUC §130237 allows use of a single source of supply for the sole purpose of duplicating or replacing equipment, material or supplies. KBC is the OEM of the existing friction brake system and is the only recommended contractor for this single source procurement.

In addition to the recommended friction brake overhaul services, replacement of parts damaged by moisture in the compressor are also included in the work scope. An unacceptable level of water has been found in the air compressor by Metro's Quality Assurance Department. The original vehicle manufacturer, Kinkisharyo (KI), is aware of the condition and the damage caused by the water found in the air compressors, resulting in rusted parts requiring replacement. Metro's Rail Vehicle Acquisition team has requested that KI work on an engineering solution with KBC to address the cause and corrective action for this issue. This procurement is for the professional overhaul services

of 256 friction brake kits including 21 spares as recommended by the OEM's established overhaul guidelines.

Execution of the friction brake and air compressor overhaul will ensure that the P3010 LRV fleet remains in a continuous State of Good Repair (SGR) while safeguarding passenger safety, vehicle reliability and equipment longevity.

BACKGROUND

The initial LRVs of the P3010 fleet were placed in service in early 2016 whereas 194 of 235 LRVs are accepted and are currently operating in revenue service. The average per car mileage is 272,877 miles whereas accumulated fleet mileage is roughly 54.1 million miles with sustained reliability and performance. The friction brake equipment overhaul is time sensitive due to safety requirements as defined by the OEM, KBC. Friction Brake and Air Compressor overhauls are vital to maintain safe vehicle operation as mandated by Metro's Corporate Safety and Security, the CPUC, and other regulatory agencies.

DISCUSSION

In July 2021, the Metro Board of directors approved the Life of Project budget for contracts to overhaul the P3010 fleet under the Component Overhaul Program. The P3010 Component Overhaul Project consists of a total of twelve (12) individual procurements for the overhaul of the major vehicle systems inclusive of; coupler, power supply, non-power axle, power axle, propulsion, doors, pantograph, battery, signaling equipment, master controller, slewing ring, and Heating Ventilation and Air Compressor (HVAC) equipment. The friction brake overhaul is the initial overhaul procurement of the twelve systems within the P3010 fleet component overhaul campaign.

The KI P3010 LRV fleet is in it's sixth-year of revenue service operation. To ensure continued safety and performance of the friction brake and air compressor equipment a complete overhaul is required at the five-year interval as defined by the OEM and monitored by the California Public Utilities Commission (CPUC). The friction brake and air compressor overhaul consist of several assemblies inclusive of electrical, mechanical, and pneumatic parts subject to wear due to normal service operations. Routine maintenance and periodic overhauls of this equipment are of critical importance for the vehicle operator and passenger safety to ensure the vehicle will stop within the specified stopping distance during regular and emergency braking applications in accordance with Metro's design criteria and regulatory standards.

Metro's Transit Vehicle Engineering Department (TVE) developed the friction brake and air compressor technical specification based on the OEM maintenance manuals and recommended overhaul intervals. The contractor will perform the overhaul services in accordance with Metro-provided production schedule and technical specification requirements.

DETERMINATION OF SAFETY IMPACT

Passenger and employee safety are of the utmost importance to Metro and, therefore, it is imperative

to maintain the P3010 LRV fleet without deferred maintenance and in a constant SGR. The friction brake and air compressor equipment are vital vehicle safety systems that provide the means to stop the vehicle during in-service operations as well as during emergency braking modes. In the event of friction brake equipment failure, the vehicle will not stop within a defined braking rate and distance with a high risk of catastrophic results for the vehicle and passengers.

This effort will ensure that these vehicles are maintained in accordance with OEM recommendations and regulatory standards, according to the defined schedule and technical specifications, and within Metro's internal Corporate Safety policies and procedures.

FINANCIAL IMPACT

The Board Approved Life-of-Project (LOP) budget for the P3010 Friction Brake and Air Compressor overhaul is under capital project number 214006 in the amount of $35,990,000.00. Funding of $675,000 for this contract is included in the FY23 budget in cost center 3940, Rail Fleet Service Maintenance, under project number 214006, Account 50320, Service Contract Services.

Since this is a multi-year contract, the cost center Sr. Executive Officer, Director, and Project Manager, Rail Fleet Services will ensure that the balance of funds is budgeted in future fiscal years.

Impact to Budget

The planned source of funds for this project comes from local funding source TDA Article 4 which is eligible for Bus and Rail Operation or Capital Projects. Using this funding source will maximize fund use given approved guidelines and provisions.

EQUITY PLATFORM

This is a new contract for overhaul services. Approval of the recommendation ensures the successful completion of the P3010 friction brake and air compressor overhaul project. All Metro riders that use the light rail system, including those that reside through Equity Focus Communities will benefit through safe, accessible, and affordable transportation.

The existing brake system components and air compressor on the Kinkisharyo (KI) P3010 LRVs were designed and built by the original equipment manufacturer (OEM), Knorr Brake Company (KBC). KBC possesses rights and control over proprietary data, supplies, and equipment necessary to ensure the full operational capability of their friction brake system. The Diversity and Economic Opportunity Department (DEOD) did not establish a Small Business Enterprise (SBE)/Disabled Veteran Business Enterprise (DVBE) participation goal for this original equipment manufacturer (OEM) procurement. It is expected that KBC is performing the services of this contract with its own workforce.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports Metro Strategic Plan Goal 5) Provide Responsive, Accountable, and Trustworthy governance within the Metro organization. Contract award safeguards overhaul production continuance while meeting passenger safety and fleet reliability.

ALTERNATIVES CONSIDERED

Deferral of this overhaul work is not recommended as these Friction Brake Systems are integral components of the vehicle braking and pneumatic systems that if not properly maintained could result in equipment failures, service delays, and risk to passenger safety. Due to the significance of the friction brake and air compressor equipment, there are no alternatives to be considered.

NEXT STEPS

Upon Board approval, the friction brake equipment overhaul program will commence according to mutually agreed production schedules.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - DEOD Summary

Prepared_by
Prepared by: Bob Spadafora, Senior Executive Officer, Rail Fleet Services (213) 922-3144
Richard M. Lozano, Senior Director, Rail Fleet Services 323)-224-4042
Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051
Lilia Montoya, Deputy Chief Operations Officer, Admin & Development, (213) 922-4061

Reviewed by:
Conan Cheung, Chief Operations Officer (213) 418-3034

Stephanie N. Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

P3010 FRICTION BRAKE OVERHAUL/MA78165000

1.	**Contract Number**: MA78165	
2.	**Recommended Vendor**: KNORR BRAKE COMPANY	
3.	**Type of Procurement (check one):** ☐ **IFB** ☒ **RFP** ☐ **RFP–A&E** ☒ **Non-Competitive** ☐ **Modification** ☐ **Task Order**	
4.	**Procurement Dates**:	
	A. Issued: 10-26-21	
	B. Advertised/Publicized: N/A (sole source)	
	C. Pre-Bid Conference: 11-4-2021	
	D. Bids Due: 12-23-21	
	E. Pre-Qualification Completed: 01-23-22	
	F. Conflict of Interest Form Submitted to Ethics: 02-01-22	
	G. Protest Period End Date: August 17, 2022	
5.	**Solicitations Picked up/Downloaded**: 1	**Bids Received**: 1
6.	**Contract Administrator**: Robert Pennington, Sr. Manager	**Telephone Number**: 213/922-5527
7.	**Project Manager**: Richard Lozano, Sr. Director	**Telephone Number**: 323/224-4042

A. Procurement Background

This Board Action is to approve Contract No. MA78165000 in support of Metro's P3010 Light Rail Vehicle (LRV) to procure services required for the complete overhaul and repair of the friction brake system components, including air compressor. The existing brake system components, and air compressor on the Kinkisharyo (KI) P3010 LRVs were designed and built by the original equipment manufacturer (OEM), Knorr Brake Company (KBC). It was determined by Metro's engineering and operations teams that KBC possesses rights and control over proprietary data, supplies, and equipment necessary to ensure full operational capability of their friction brake system. Therefore, the overhaul of the P3010 LRV friction brake systems must be overhauled by the OEM. KBC

The non-competitive Request for Proposal (RFP) was issued to the KBC on October 26, 2021, in accordance with Metro's Acquisition Policy and Procedures and the contract type is a Firm Fixed Unit Price Indefinite Delivery, Indefinite Quantity (IDIQ).

Seven (7) amendments were issued during the solicitation phase of this RFP as follows:

- Amendment No. 1 was issued on November 2, 2021, to extend the proposal due date and revise the critical dates.
- Amendment No. 2 was issued on December 3, 2021, to provide changes to the RFP requirements.
- Amendment No. 3 was issued on December 8, 2021, to further extend the proposal due date.
- Amendment No. 4 was issued on December 14, 2021, to provide changes to the technical specifications and RFP requirements.

- Amendment No. 5 was issued on May 5, 2022, to provide changes to the RFP Schedule of Quantities & Prices Form.
- Amendment No. 6 was issued on July 06, 2022, to provide changes to the technical specifications and;
- Amendment No. 7 was issued on July 15, 2022, to provide changes to the RFP requirements and technical specifications.

B. Evaluation of Proposals

This is a single source non-competitive procurement that is consistent with Public Utility Code §130237 for the duplication or replacement of existing equipment already in use. This solicitation was evaluated in compliance with Metro's Acquisition Policy and Procedures.

A Procurement Evaluation Team (PET) consisting of Metro staff from Transit Vehicle Engineering and Rail Fleet Services-Maintenance performed an evaluation of the technical proposal in accordance with the RFP. The PET conducted technical fact-finding meetings and a full technical evaluation of the technical proposal. The technical evaluation consisted of reviews of the proposer's key personnel, management, quality assurance plans, and proposed facility. The proposal was found to be technically acceptable and in compliance with requirements of the RFP. Metro and the proposer mutually negotiated selected terms and conditions, specification requirements and warranty.

The firm recommended for award; Knorr Brake Company was found to be in compliance with the RFP requirements.

C. Price Analysis

In accordance with Metro's Acquisition Policy and Procedures for a non-competitive acquisition, a cost analysis is required. Due to the proposer's corporate policy, KBC was unable to provide essential cost supporting data to perform a cost analysis Therefore, staff performed a Price Analysis in compliance with Metro's Acquisition Policy for non competitive acquisitions. The Price Analysis consisted of negotiations, market research, and independent cost estimate and historical price comparisons for similar purchases. Based on staff's Price Analysis, it was determined that the total proposed price of $29,427,487 was best attainable and deemed fair and reasonable.

Item	Proposal Amount	Metro ICE	Negotiated Amount
P3010 Friction Brake & Air Compressor Overhaul	$35,192,320	$25,348,096	$29,427,487

The final negotiated price is approximately 16.1% higher than the ICE. The price difference is attributed to proposed elements in KBC's price that were not considered in the ICE. The ICE did not include shipping costs, nor did it account for the replacement of rusted components as a result of the excessive moisture in the

compressor oil. These work scope elements were determined essential to the overhaul by the PET and therefore the costs were retained in the evaluation.

Another factor that was not considered in the ICE is the market risk given current economic conditions. KBC proposed a firm fixed price on a multi-year program with an expected period of performance of five (5) years. Continued uncertainties in the market and higher inflation forecasts can account for some measurable portion of the gap between the ICE and the negotiated firm fixed price amount from KBC.

Reconciling the ICE with the above factors results in the determination that the proposed price from KBC is best attainable, fair and reasonable.

D. Background on Recommended Contractor

Knorr Brake Company (KBC) founded in 1971 is a subsidiary of Knorr Bremse AG. Knorr Bremse, an international group of industrial companies, is a manufacturer of braking systems and supplier of additional sub-systems for rail and commercial vehicles for over 110 years. KBC located in Westminster, MD is the North American Mass Transit brake division of Knorr Bremse and the principal engineering and manufacturing facility. KBC is the OEM of the braking systems for Metro's P2020 Nippon Sharyo Blue Line LRVs; Metro Breda P2550 Gold Line LRVs and Metro P3010 Kinkisharyo Expo Line rail cars. KBC currently has brake overhaul contracts with Metro for P2550 Gold Line LRVs; San Diego MTS, and Sound Transit, in Seattle, WA, all expected to be completed in 2025. The firm completed contracts with Valley Metro Brake in Phoenix, AZ, TriMet in Portland, OR, and Tucson Brake, in Tucson, AZ.

DEOD SUMMARY

P3010 LIGHT RAIL FLEET FRICTION BRAKE AND AIR COMPRESSOR OVERHAUL/MA78165000

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) did not establish a Small Business Enterprise (SBE)/Disabled Veteran Business Enterprise (DVBE) participation goal for this original equipment manufacturer (OEM) procurement. It is expected that Knorr Brake Company is performing the services of this contract with its own workforce.

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of $2.5 million.

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

File #: 2022-0456, **File Type:** Contract **Agenda Number:** 34.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE

SEPTEMBER 15, 2022

SUBJECT: ENGINE PISTON KITS

ACTION: APPROVE CONTRACT AWARD

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a two-year, Indefinite Delivery / Indefinite Quantity (IDIQ) Contract No. MA85347000 to Cummins, Inc. the responsive and responsible bidder for Engine Piston Kits. The contract's one-year base amount is $581,774 inclusive of sales tax, and the one-year option amount is $596,330, inclusive of sales tax, for a total contract amount of $1,178,104, subject to resolution of protest(s), if any.

ISSUE

This procurement is for Engine Piston Kits used by the bus maintenance department for the repair of the Cummins Compressed Natural Gas (CNG) engines in Metro buses. The pistons are an essential component of the engine's combustion cycle, producing the energy required to propel the bus down the street. The pistons are required for the engine to operate and perform effectively. The bus operating divisions and Central Maintenance Shops use the piston kits to perform repairs to the engines. It is imperative to always have an inventory of piston kits on hand to service our bus fleet.

Award of this contract will ensure the operating divisions have adequate inventory to repair and maintain the buses according to Metro maintenance standards and are necessary to ensure service continuity and avoid any interruption to Metro operations.

BACKGROUND

The engine piston kit is the main component for the operation of the CNG engines used in Metro buses. The piston compresses an air/fuel mixture in the engine to complete the combustion process used to create energy. The energy is then transferred to the drive system and provides the propulsion for the bus to travel down the road. Pistons can fail due to the advanced mileage and heavy-duty service the Metro bus fleet provides. A failed piston will take the bus out of service due to poor performance or visible exhaust emissions. The proper functioning of the pistons ensures that the CNG engine remains operational, which is essential to ensuring the performance, reliability, and safety of the Metro bus fleet.

DISCUSSION

The engine piston kit is a critical component of CNG engines, and replacement of piston kits is required to ensure a proper functioning engine. The availability of the engine piston kit in inventory is crucial to ensure the reliability of the bus fleet to provide a high level of service to Metro's customers. The availability of the engine piston kits in inventory reduces bus downtime and keeps buses in revenue service.

The contract to be awarded is a "requirements type" agreement in which Metro commits to order only from the awardee, up to the specified quantity for a specific duration of time. However, there is no obligation or commitment to order any specific quantity of the engine piston kits that may currently be anticipated. The bid quantities are estimates only, with deliveries to be ordered and released as required. The engine piston kits will be purchased and maintained in inventory and managed by Material Management. As engine piston kits are issued, the appropriate budget project numbers and accounts will be charged.

DETERMINATION OF SAFETY IMPACT

The award of this contract will ensure that all operating divisions have adequate inventory to maintain the bus fleet according to Metro Maintenance standards. This action will prevent deferred maintenance and ensure bus availability for revenue service.

FINANCIAL IMPACT

The funding of $581,774 for this product is included in the FY23 budget in various bus operating cost centers, under project 306002 - Operations Maintenance, under line item 50441 - M/S Parts - Revenue Vehicle.

Since this is a one-year contract with a one-year option, the cost center managers and Chief Operations Officer will be accountable for budgeting the cost in future fiscal years.

Impact to Budget

The current funding sources for this action are Federal, State, and Local, including sales tax and fares. These sources are eligible for Bus Operating or Capital projects. Using these funding sources maximizes the project funding allocations allowed by approved provisions and guidelines.

EQUITY PLATFORM

All Metro buses currently in our fleet that operate on CNG are equipped with the Cummins Compressed Natural Gas engines, and the award of this contract of piston kits ensures the bus fleet that serves most regions in Los Angeles County, including many underserved communities, can provide vital transportation services to neighborhoods where disparities within the region can exist between residents' access to jobs, housing, education, health, and safety. Bus transportation provides an important lifeline for the residents in underserved communities, and the Metro bus maintenance programs ensure the proper State of Good Repair of the bus fleet to provide

transportation for these underserved communities.

The Diversity and Economic Opportunity Department (DEOD) established a two percent (2%) DBE goal and verified the commitment by the successful bidder for this procurement.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The engine piston kit supports Strategic Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. Procuring engine piston kits for inventory will help ensure the bus fleet's reliability and enable our customers to arrive at their destinations on schedule and without interruption.

ALTERNATIVES CONSIDERED

The alternative is to not award the contract and procure the engine piston kits on an as-needed basis, using the traditional “min/max” replenishment method. This strategy is not recommended since it does not provide for a commitment from the supplier to ensure availability, timely delivery, continued supply, and a guaranteed fixed price for the parts.

NEXT STEPS

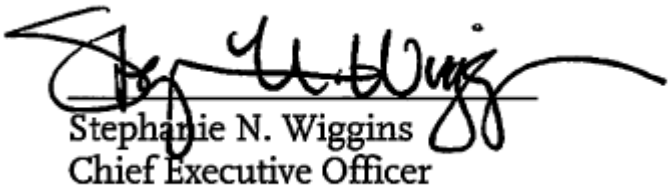
Upon approval by the Board, staff will execute Contract No. MA85347000 for the procurement of engine piston kits with Cummins Inc. at the one-year base amount of $581,774 inclusive of sales tax, and the one-year option amount of $596,330, inclusive of sales tax, for a total contract amount of $1,178,104.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - DEOD Summary

Prepared by: Harold Torres, Sr. Director Central Maintenance (213) 922-5714
James Pachan, Sr. Executive Officer (213) 922-5804
Tanya Allen, Procurement Planning Administrator (213) 922-1018
Debra Avila, Deputy Chief Vendor/Contract Management (213) 418-3051
Lillia Montoya, Deputy Chief Operations Officer, Admin & Development (213) 922-4061

Reviewed by:
Conan Cheung, Chief Operations Officer (213) 418-3034



Stephanie N. Wiggins
Chief Executive Officer

ATTACHMENT A

PROCUREMENT SUMMARY

ENGINE PISTON KITS/MA85347000

1.	**Contract Number**: MA85347000	
2.	**Recommended Vendor**: Cummins Inc., 1939 Deere Avenue, Irvine, CA 92606	
3.	**Type of Procurement (check one):** ☒ **IFB** ☐ **RFP** ☐ **RFP–A&E** ☐ **Non-Competitive** ☐ **Modification** ☐ **Task Order**	
4.	**Procurement Dates** :	
	A. Issued: 2/07/22	
	B. Advertised/Publicized: 2/08/22	
	C. Pre-proposal/Pre-Bid Conference: N/A	
	D. Proposals/Bids Due: 3/15/22	
	E. Pre-Qualification Completed: 5/29/22	
	F. Conflict of Interest Form Submitted to Ethics: 3/15/22	
	G. Protest Period End Date: 8/22/22	
5.	**Solicitations Picked up/Downloaded**:4	**Bids/Proposals Received**: 2
6.	**Contract Administrator**: Tanya Allen	**Telephone Number**: (213) 922-1018
7.	**Project Manager**: Harold Torres	**Telephone Number**: (213) 922-5714

A. Procurement Background

This Board Action is to approve Contract No. MA85347000 for the procurement of Engine Piston Kits. Board approval of this contract award is subject to resolution of any properly submitted protest.

An Invitation for Bid (IFB) No. MA85347 was issued in accordance with Metro's Acquisition Policy and the contract type is Indefinite Delivery, Indefinite Quantity (IDIQ).

No amendments were issued during the solicitation phase of this IFB.

A total of two (2) bids were received on March 15, 2022.

B. Evaluation of Bids

This procurement was conducted in accordance and complies with Metro's Acquisition Policy for a competitive sealed bid. The two bids received are listed below in alphabetical order:

1. Cummins Inc.
2. The Aftermarket Parts Company LLC

Two firms were determined to be responsive and responsible to the IFB requirements. The recommended firm, Cummins Inc., the lowest responsive and responsible bidder, was found to be in full compliance in meeting the bid and technical requirements of the IFB.

C. Price Analysis

The recommended bid price from Cummins Inc. has been determined to be fair and reasonable based upon the Independent Cost Estimate (ICE), adequate price competition, and fact-finding. Metro's ICE was based on a historical unit price that turned out to be significantly lower than the bid unit price due to Cummins offering Metro discounted pricing on the previous contract. Due to the variation in the ICE and the bid price, Cummins was requested to provide additional supporting documentation that substantiated the increase in price and confirmed that the new price being quoted was fair and reasonable. The supporting documentation Cummins provided Metro included recent invoices from other transit agencies demonstrating that the bid unit price provided to Metro was consistent with the pricing provided to other transit agencies similar to Metro.

Low Bidder Name	Bid Amount	Metro ICE
Cummins Inc.	$1,178,103.93	$584,852.00
The Aftermarket Parts Company, LLC	$1,493,520.87	

D. Background on Recommended Contractor

The recommended firm, Cummins Inc. (Cummins) is located in Irvine, CA has been in business for One hundred and two (102) years. Cummins has provided similar products for Metro and other agencies including Orange County Transit Authority, San Diego Metropolitan Transit System, and Santa Monica Big Blue Bus and numerous Other transit proprieties that are available upon request. Cummins has provided Satisfactory service and product to Metro on previous purchases.

DEOD SUMMARY

ENGINE PISTON KITS/MA85347000

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) established a 2% Disadvantaged Business Enterprise (DBE) goal for this Indefinite Delivery / Indefinite Quantity (IDIQ) procurement. Cummins, Inc. met the goal by making a 2% DBE commitment.

Small Business Goal	2% DBE	Small Business Commitment	2% DBE

	DBE Subcontractors	Ethnicity	% Committed
1.	Say Cargo Express	Hispanic American	2%
		Total Commitment	**2%**

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of $2.5 million.

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

File #: 2022-0474, **File Type:** Contract **Agenda Number:** 35.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: METRO B (RED) LINE PROGRAM STATION STOP SYSTEM

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

A. AUTHORIZING the Chief Executive Officer to award a firm-fixed-price contract, Contract No. OP 86946-2000, to B&C Transit to replace the existing Metro B (Red) Line Program Station Stop (PSS) system in the amount not-to-exceed $1,281,500, inclusive of sales tax; and

B. FINDING that there is only a single source of procurement for the item(s) set forth in Recommendation A above and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

ISSUE

The existing Metro B (Red) Line Program Station Stop system has been in revenue service since 1992. The technology and equipment are obsolete, and replacement spare parts are no longer available. The existing system must be replaced with a compatible system with the existing trains and future Metro D (Purple) Line trains, be capable of providing the existing required functionality and be expandable for the Metro D Line Extension project segments 2 and 3.

BACKGROUND

Metro PLE Segment 1, currently under construction, has installed a PSS system at the station as part of the train control system that is compatible with the existing system. Given that the existing system on the Metro B (Red) Line is obsolete, Metro wants to replace this PSS system with the same one installed on the Metro D (Purple) Line.

DISCUSSION

Program Station Stop (PSS) is a means to automatically trigger a stopping profile program to stop the

train at a predetermined location on the platform for two, four, or six-car trains and automatically enable the proper vehicle doors to be opened when a train is stopped within the bounds of the platform area. Since components are no longer manufactured, the existing system can no longer be maintained and cannot be expanded for the Metro D (Purple) Line Extension (PLE).

This Board action is to approve a sole source contract to B&C Transit for the same proprietary PSS system as the one installed on the Metro D (Purple) Line. The scope of work is to design, manufacture, and furnish the PSS system equipment. A Request for Proposal (RFP) was issued in accordance with Metro's Acquisition Policy for sole source procurements. Due to the lack of subcontracting opportunities, SBE and DVBE goals were not recommended (refer to the DEOD Summary in Attachment B).

DETERMINATION OF SAFETY IMPACT

The approval of this item would replace a safety-critical system in accordance with appropriate preventative maintenance practices.

FINANCIAL IMPACT

For FY23, $1,500,000 in existing and approved funding will be provided from capital project number 205122 - Metro Red Line Program Station Stop Replacement, cost center 3960 - Infrastructure Renewal Program, Account 50316 - Acquisition of Equipment. Since this is a multi-year contract, the Project Manager will ensure that the Life of Project funds is budgeted in future fiscal years.

Impact to Budget

The source of funds for this action includes Federal, State Transportation Development Act (TDA), Measure R, and Measure M. Using these funds is the best utilization of funds given the approved guidelines and provisions

EQUITY PLATFORM

This action's benefits are ensuring that transit infrastructure assets are maintained in a state of good repair, including assets that provide transit service for disadvantaged communities. Based on the 2019 Customer Survey, the B (Red) and D (Purple) heavy rail lines serve the following ridership:

- 27.7% below the poverty line
- 56.4% had no car available
- Rider Ethnicity: Latino 38.9%; Black 13.1%; White 25.8%; Asian/Pacific Islander 15.2%; Other 6.5%

In addition, areas served include Union Station to Downtown LA, Koreatown (Wilshire/Western), Hollywood, Universal City, North Hollywood, and parts of the San Fernando Valley, a majority of which serve people living in Equity Focus Communities. Replacement of the Program Station Stop system will ensure that the Red and Purple Lines will operate efficiently and safely. This allows Metro to deliver safe, affordable, dependable transit services connecting riders to jobs, housing, education, food services, family, and health care.

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IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of this recommendation supports the following Metro Strategic Plan Goals:

1. Provide high-quality mobility options that enable people to spend less time traveling.
2. Deliver outstanding trip experiences for all users of the transportation system.

Replacement of the Program Station Stop System will help maintain rail safety, service, and reliability standards to provide a world-class transportation system that enhances the quality of life for all who live, work, and play within Los Angeles County.

ALTERNATIVES CONSIDERED

The Board may choose not to award Contract OP86946-2000. This is not recommended by Metro staff because without proceeding to replace the PSS system, any failure(s) will cause delays in service and unsafe conditions for passengers. Trains could overshoot the platform and doors could be opened on the wrong side. The PSS system only controls the accuracy of the automatic train stopping at the station platforms. Not performing or postponing these replacements is not recommended as these rail infrastructure components are safety-sensitive; and require proper maintenance for service reliability, passenger safety, and comfort.

NEXT STEPS

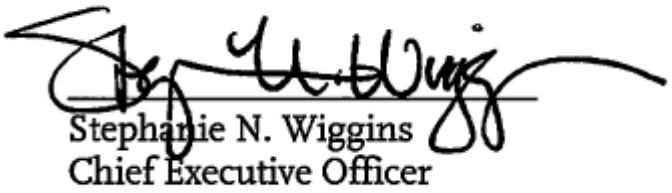
If this proposed project is approved, the project would ensure that the delivery of a quality PSS system at all Metro B (Red) and D (Purple) Lines would be completed in approximately 18 months. The Metro train control workforce will perform the installation in time for the opening of the Metro D (Purple) Line extension. Installation is planned to occur under the Track Allocation process, which will avoid service disruption.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - DEOD Summary

Prepared by: Aderemi Omotayo, DEO Maintenance, and Engineering (213-922-3243)
Errol Taylor, Deputy Chief Operations Officer, Infrastructure Maintenance and Engineering, (213) 922-3227
Debra Avila, Deputy Chief Vendor/Contract Management (213) 418-3051
Lilia Montoya, Deputy Chief Operations Officer, Admin & Development, (213) 922-4061

Reviewed by:
Conan Cheung, Chief Operations Officer, (213) 418-3034



Stephanie N. Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

METRO RED LINE PROGRAM STATION STOP SYSTEM

CONTRACT NO. OP86946-2000

1.	**Contract Number**: OP86946-2000	
2.	**Recommended Vendor**: B&C Transit Inc.	
3.	**Type of Procurement (check one):** ☐ **IFB** ☒ **RFP** ☐ **RFP–A&E** ☒ **Non-Competitive** ☐ **Modification** ☐ **Task Order**	
4.	**Procurement Dates**:	
	A. Issued : May 6, 2022	
	B. Advertised/Publicized: N/A	
	C. Pre-Proposal Conference: N/A	
	D. Proposals Due: May 31, 2022	
	E. Pre-Qualification Completed: June 9, 2022	
	F. Conflict of Interest Form Submitted to Ethics: June 27, 2022	
	G. Protest Period End Date: N/A	
5.	**Solicitations Picked up/Downloaded**: **1**	**Bids/Proposals Received**: **1**
6.	**Contract Administrator**: Gloire Lokula	**Telephone Number**: (213) 922-4954
7.	**Project Manager**: Aderemi Omotayo	**Telephone Number**: (213) 922-3243

A. Procurement Background

This Board Action is to approve a sole source Contract No. OP86946-2000 to B&C Transit, Inc. for the Program Station Stop, which will be part of the B (Red) and D (Purple) Line stations.

A Request for Proposal (RFP) was issued in accordance with Metro's Acquisition Policy for sole source procurements and the contract type is a firm fixed price. SBE and DVBE goals were not recommended due to the lack of subcontracting opportunities.

The proposal was received from B&C Transit on May 31, 2022.

B. Evaluation of Proposal

The proposal submitted was reviewed by staff from the Metro Operations Department and was deemed responsive and in full compliance with the technical requirements of the RFP.

B&C Transit's proposal was reviewed for technical approach, experience of proposed team members, and understanding of the work.

Beginning in May, Metro staff engaged in discussions with B&C Transit to address questions and get clarification on the work plan and scope of work to ensure that it aligned with the Wayside Systems and Maintenance project. Discussions with B&C Transit continued until both parties reached an agreement on the scope of the services and the terms and conditions of the Contract.

C. Cost Analysis

The recommended price has been determined to be fair and reasonable based upon fact finding, an independent cost estimate (ICE), technical evaluation, and cost analysis conducted by staff.

Proposer Name	Proposal Amount	Metro ICE	Negotiated Amount
B&C Transit, Inc.	$1,298,500.00	$1,188,500.00	$1,281,500.00

D. Background on Recommended Contractor

The recommended firm, B&C Transit Inc., located in Oakland, CA has been in business serving the public transit sector for over 25 years. B&C Transit Inc. has highly qualified engineers with extensive experience in vital and non-vital processor installation and programming. They have successfully performed the same work on Metro's D (Purple) Line Extension Project and have provided a variety of goods to Metro since 2015.

DEOD SUMMARY

METRO RED LINE PROGRAM STATION STOP SYSTEM / OP86946-2

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) did not establish a Disadvantaged Business Enterprise (DBE) goal for this sole source solicitation. It is expected that B&C Transit, Inc. will be performing the work with its own workforce.

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

Prevailing Wage requirements are applicable to this project. DEOD will monitor contractors' compliance with the State of California Department of Industrial Relations (DIR), California Labor Code, and, if federally funded, the U S Department of Labor (DOL) Davis Bacon and Related Acts (DBRA).

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of $2.5 million.

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

Metro

Board Report

File #: 2022-0483, **File Type:** Contract **Agenda Number:** 36.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: AUTOMATED PUBLIC TOILETS ROUTINE MAINTENANCE AND REPAIR SERVICES

ACTION: APPROVE CONTRACT AWARD

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a sole source firm fixed price Contract No. OP850488370000 for Automated Public Toilets (APTs) maintenance services with Public Facilities and Services, Inc. for a not-to-exceed amount of $1,393,540 for the contract five-year base period, effective December 1, 2022.

ISSUE

The existing contract with Public Facilities and Services, Inc. expires on November 30, 2022. To continue providing clean, safe, and operational APTs to Metro patrons, a new contract award is required effective December 1, 2022.

BACKGROUND

On June 22, 2017, Metro Board of Directors approved a five-year sole source firm fixed price Contract No. OP783160003367 with Public Facilities and Services, Inc., the only authorized service provider, effective July 15, 2017.

Under the existing contract, the contractor has been providing satisfactory maintenance services to the APTs, on a regular schedule and as-needed basis.

DISCUSSION

APTs are stationary restroom facilities located at the Harbor Gateway and El Monte Transit Centers for use by Metro patrons. The APTs are accessible by all Metro patrons and employees, with an average monthly patron usage of 9,000 at Harbor Gateway and more than 12,000 for the El Monte Transit Center. These automated restrooms contain highly technical and specialized computer software called Programmable Logic Controllers (PLC). This specialized software allows these restrooms to automatically wash and disinfect their complete interior capsule via water sprays, hoses, and

ventilation fans to air out and dry all interior wall panels, floors, and fixtures.

The technicians servicing these units must be well-trained to access, adjust and repair PLC systems via the control board located in the APTs service bay. Public Facilities and Services, Inc. is the sole service and maintenance provider for APTs within the United States and Canada, authorized by the Australian manufacturing company, Exeloo. To avoid service interruption and continue providing the required critical maintenance services, a new contract award is required effective December 1, 2022.

DETERMINATION OF SAFETY IMPACT

The approval of this item will ensure providing, safe, clean, and reliable APT services to Metro patrons.

FINANCIAL IMPACT

Funding of $248,970 for the APT maintenance services at Metro Bus Facilities is included in the FY23 budget in cost center 8370 - Facilities Contracted Maintenance Services, account 50308, Service Contract Maintenance, under various projects.

Since this is a multi-year contract, the cost center manager and Deputy COO, Administration and Development, will be accountable for budgeting the costs for future years.

Impact to Budget

The current source of funds for this action includes State and Local funds including Fares. Using these funding sources ensures the best allocation given approved funding provisions and guidelines.

EQUITY PLATFORM

These restroom units are ADA compliant providing individuals with disabilities easy access and use while conveniently situated on the station platforms without the need to transverse stairs or elevators to use the restroom.

.

The Diversity and Economic Opportunity Department (DEOD) did not establish a goal for this solicitation due to a lack of subcontracting opportunities and that Public Facilities and Services, Inc. is the sole service and maintenance provider for APTs within the United States and Canada, authorized by the Australian manufacturing company, Exeloo.

ALTERNATIVES CONSIDERED

The Board may elect not to approve this recommendation. This option is not recommended as it would result in a gap in service impacting Metro's system safety, cleanliness, operations, and customer experience.

NEXT STEPS

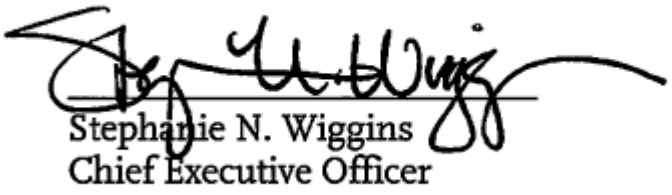
Upon approval by the Board, staff will execute Contract No. OP850488370000 with Public Facilities and Services, Inc., to provide APT maintenance services effective December 1, 2022.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - DEOD Summary

Prepared by: Lena Babayan, Deputy Executive Officer, Facilities Contracted Maintenance Services, (213) 922-6765
Ruben Cardenas, Sr. Manager, Facilities Contracted Maintenance Services, (213) 922-5932
Debra Avila, Deputy Chief, Vendor/Contract Management Officer, (213) 418-3051
Lilia Montoya, Deputy Chief Operations Officer, Admin & Development, (213) 922-4061

Reviewed by:
Conan Cheung, Chief Operations Officer, (213) 418-3034



PROCUREMENT SUMMARY

AUTOMATED PUBLIC TOILETS ROUTINE MAINTENANCE AND REPAIR SERVICES / OP850488370000

1.	**Contract Number**: **OP850488370000**	
2.	**Recommended Vendor**: Public Facilities & Services, Inc.	
3.	**Type of Procurement (check one):** ☐ **IFB** ☐ **RFP** ☐ **RFP–A&E** ☒ **Non-Competitive** ☐ **Modification** ☐ **Task Order**	
4.	**Procurement Dates**:	
	A. Issued: February 11, 2022	
	B. Advertised/Publicized: N/A	
	C. Pre-Proposal Conference: N/A	
	D. Proposals Due: March 8, 2022	
	E. Pre-Qualification Completed: August 4, 2022	
	F. Conflict of Interest Form Submitted to Ethics: March 8, 2022	
	G. Protest Period End Date: N/A	
5.	**Solicitations Picked up/Downloaded**: N/A	**Bids/Proposals Received**: 1
6.	**Contract Administrator**: Antonio Monreal	**Telephone Number**: **(**213) 922-4679
7.	**Project Manager**: Shaunt Avanesian	**Telephone Number**: **(**213) 864-9965

A. Procurement Background

This Board Action is to approve the award of Contract No. OP850488370000 to Public Facilities & Services, Inc. (PFS) to provide routine maintenance and repair services for two (2) Automated Public Toilets (APTs) located at the Harbor Gateway and El Monte Transit Centers.

This is a single source procurement issued in accordance with Metro's Acquisition Policy and the contract type is firm fixed unit rate.

In July 2017, Metro awarded a 5-year non-competitive firm fixed price contract to PFS to provide the maintenance and as-needed repair services for the two APTs. This contract will expire on November 30, 2022.

To effectively maintain and repair the APTs located at Harbor Gateway and El Monte Transit Centers, the continued services of PFS are required.

B. Evaluation of Proposals

The Automated Public Toilets (APT) located at Metro's two transit hubs are manufactured by Exeloo, a New Zealand company. These restrooms contain highly technical and specialized computer software which automatically cleans and disinfects the interior APT module. PFS is the sole distributor and maintenance provider of Exeloo APTs in North America.

Per Project Manager's technical analysis dated April 5, 2022, PFS is responsive to the requirements of the scope of services. It has the required knowledge and skillset to provide maintenance and technical services for APTs as well as all associated electrical and utility components.

C. Cost/Price Analysis

The recommended price has been determined to be fair and reasonable based on historical pricing, technical evaluation, fact-finding, and price analysis. It is 19% higher than Metro's Independent Cost Estimate (ICE) due to the increase in service frequency at the Harbor Gateway Transit Center, from three to four times per day, and the increase in maintenance costs and consumables. With the upsurge in the use of the APTs by the unhoused, particularly during evening hours, vandalism and excessive usage and theft of consumables, Metro staff finds that the change in service frequency will provide more oversight at the Harbor Gateway Transit Center and deter and/or minimize the recurrence of vandalism and theft.

BIDDER	AMOUNT	METRO ICE	AWARD AMOUNT
Public Facilities & Services, Inc.	$1,393,540	$1,173,759	$1,393,540

D. Background on Recommended Contractor

Public Facilities & Services, Inc. (PFS), established in January 2005, is located in College Park, Georgia. It is a full-service official distributor and maintenance provider of Exeloo Automated Public Toilet (APT) facilities in California.

Exeloo APTs are a common site to travelers in Australia, New Zealand, North America and Asia. They are known for their convenience and cleanliness and have anti-loitering, anti-vandalism and automatic cleaning features that differ from traditional public restrooms. As an exclusive distributor of Exeloo, PFS offers a full line of related services including:

- APT & Kiosk Sales
- Site Preparation & Installation
- Service & Maintenance
- Related Mechanical Contracting Services

PFS's transportation agency clients include the Cobb County Department of Transportation, Metropolitan Atlanta Rapid Transit Authority, Washington Metropolitan Area Transit Authority, and Potomac River Transit Authority. It currently provides routine maintenance and repair services for two APTs at Metro's Harbor Gateway and El Monte Transit Centers and performance has been satisfactory.

DEOD SUMMARY

AUTOMATED PUBLIC TOILETS MAINTENANCE SERVICES / OP850488370000

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) did not establish a Small/Disabled Veteran Business Enterprise (SBE/DVBE) participation goal for this sole source procurement due to the lack of subcontracting opportunities. It is expected that Public Facilities & Services, Inc. (PFS) is performing the services with its own workforce.

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) is applicable to this contract/modification. Metro staff will monitor and enforce the policy guidelines to ensure that applicable workers are paid at minimum, the current Living Wage rate of $23.81 per hour ($18.04 base + $5.77 health benefits), including yearly increases. The increase may be up to 3% of the total wage, annually. In addition, contractors will be responsible for submitting the required reports for the Living Wage and Service Contract Worker Retention Policy and other related documentation to staff to determine overall compliance with the policy.

C. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of $2.5 million.

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

File #: 2022-0485, **File Type:** Contract **Agenda Number:** 37.

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
SEPTEMBER 15, 2022**

SUBJECT: ENGINEERING SUPPORT FOR TRANSIT INFRASTRUCTURE MAINTENANCE

ACTION: APPROVE CONTRACT MODIFICATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute Contract Modification No. 7 to Contract No. PS46172000, with Gannett Fleming Transit & Rail Systems, for engineering support of transit infrastructure maintenance to increase the total contract not-to-exceed spending authority by $5,000,000 from $26,000,000 to $31,000,000.

ISSUE

Contract No. PS46172000 has been providing key engineering support that enables Metro to augment internal resources on an on-call basis in situations where Metro lacks the capacity or expertise necessary to perform the required task. Staff is currently working on the re-procurement for these services and anticipates issuing a competitive solicitation in the next couple of months. A contract modification is required to increase the funding portion of the remaining contract term to continue providing engineering support through April 26, 2023.

BACKGROUND

In April 2018, the Board of Directors approved the award of Contract No. PS46172000 for Maintenance and Engineering Department support in a total not-to-exceed amount of $31,000,000 ($16,000,000 for the initial two-year base period, and $15,000,000 for the three, one-year options at $5,000,000 per year). In December 2019, the Board approved exercising the first option year to increase the contract value from $16,000,000 to $21,000,000 and extended the performance period from April 27, 2020, to April 26, 2021. In March 2021, the Board approved exercising the second option year to increase the contract value from $21,000,000 to $26,000,000 and extend the performance period from April 27, 2021, to April 26, 2022. In March 2022, the Board approved exercising the 3rd and final option year to only extend the performance period from April 2022 to April 2023. This Board action is to approve the increase of the contract value from $26,0000,000 to $31,000,000. Please see Attachment B for a summary of the procurement history. Staff is actively working on the procurement of a new contract.

This task order-based contract provides a range of engineering services for train control, traction

power, communications, track, mechanical, electrical, plumbing, and civil design. Also included are support services for project management, construction management, and computer-aided design and drafting (CADD). For a list of previous modifications to Contract No.PS46172000, please see Attachment C.

DISCUSSION

The State of Good Repair (SGR) for the transit infrastructure maintenance work program is approximately $47M for the adopted 2023 budget. Maintenance and Engineering have determined that a support cost of 10% is reasonable to execute the delivery of capital projects. In addition to SGR projects support, Maintenance & Engineering (M&E) utilizes this contract for maintenance support for major repair, unplanned emergency maintenance work, and other technical support activities. Work has entailed performing assessments and design for items such as rail corrosion, radio communication coverage, bus and rail facilities, CCTV security enhancements; Cyber Security implementation, pantograph condition monitoring, Expo geotechnical surveys, vertical transportation survey, OCS inspection system development, signal standardization, emergency trip system; OCS/substations failure incidents, Rail & Bus Divisions emergency backup power system modification, research/analysis of new ROC/BOC locations and augmentation for the engineering disciplines.

This contract continues to support the planning, implementation, and execution of SGR projects. Refer to Attachment A for a list of SGR projects and activities this contract is supporting.

DETERMINATION OF SAFETY IMPACT

The services provided via this contract will contribute to maintaining the transit system in a state of good repair as recommended by Metro's Transit Asset Management (TAM) Plan, which is essential to providing a safe and reliable service for riders who use the Metro transit system daily.

FINANCIAL IMPACT

The total for the third-year option is $5,000,000 of spending authority. For FY23, $14,894,300 in funding was provided from the various capital project budget(s) in cost centers 3929 Operations Engineering and 3960 - Infrastructure Renewal Program, account 50316 -Professional and Technical Services. As additional task orders become necessary to execute, they will be funded through the appropriate capital projects. Since this is a multi-year contract, the Cost Center Manager and Project Manager will be responsible for allocating and budgeting the overall expenditure across subsequent years until project completion, including any options exercised.

Impact to Budget
The source of funds for this action includes the Federal, State, Transportation Development Act (TDA), Measure R, and Measure M. Allocation of these funds to this effort maximizes their intended use given approved funding guidelines and provisions. The source of funds will be dependent on the specific capital project funding.

EQUITY PLATFORM

The benefits of this action are to ensure that transit infrastructure assets are maintained in a state of good repair countywide, including assets that provide transit service for disadvantaged communities. The effectiveness of providing reliable transit services relies on maintaining assets. This allows Metro to deliver safe, affordable, and dependable transit services that connect marginalized groups with jobs, housing, education, food services, family, and health care.

A Disadvantaged Business Enterprise (DBE) commitment of 25% was established as part of this contract. The DBE participation is based on the aggregate of all task orders awarded. To date, Gannett Fleming Transit & Rail Systems has achieved 45.08% DBE participation by subcontracting to DBE-certified firms. To date, Contract No. PS46172000 has awarded task orders totaling $24,623,667.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of this recommendation supports the following Metro Strategic Plan Goals:

1. Provide high-quality mobility options that enable people to spend less time traveling.
2. Deliver outstanding trip experiences for all users of the transportation system.

This engineering support services contract will help maintain systems safety, service, reliability, and cleanliness standards to provide a world-class transportation system that enhances the quality of life for all who live, work, and play within Los Angeles County.

ALTERNATIVES CONSIDERED

Soliciting competitive bids for each individual task order as it becomes required is not recommended as it would require extensive additional staff time to process each request and result in project delays due to the lead time required to complete each procurement cycle.

NEXT STEPS

Upon Board approval, staff will execute Modification No. 7 to Contract No. PS46172000 with Gannett Fleming Transit & Rail Systems to provide engineering support for transit infrastructure maintenance on an as-needed, task-orders basis.

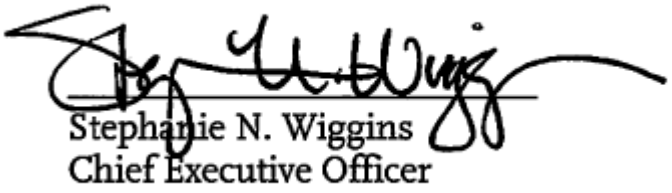
ATTACHMENTS

Attachment A - List of Supported Project Uses
Attachment B - Procurement Summary
Attachment C - Contract Modification/Change Order Log
Attachment D - List of Task Orders and Values
Attachment E - DEOD Summary

Prepared by: Kelvin Zan, Executive Officer, Systems Engineering, (213) 617-6264
Errol Taylor, Deputy Chief Operations Officer, Infrastructure Maintenance and

Engineering, (213) 922-3227
Debra Avila, Deputy Chief Vendor/Contract Management (213) 418-3051
Lilia Montoya, Deputy Chief Operations Officer, Admin & Development, (213) 922-4061

Reviewed by:
Conan Cheung, Chief Operations Officer, (213) 418-3034



ATTACHMENT A

LIST OF FY 23 SUPPORTED PROJECT USES

ENGINEERING SUPPORT FOR TRANSIT INSFRASTRUCTURE MAINTENANCE PS46172000

Description
Support for the Rail Radio System Upgrades and Refurbishments
Project to implement an Overhead Catenary System (OCS) Monitoring System
Support for various TPSS/COM/TP/UPS Battery Replacement Projects
Computer Aided Design (CAD) Support to Capture System Configuration
Support for Corrosion Control and Protection
Support for System Security and Law Enforcement Projects
Support for Metro Headquarters Building Projects
Support for Fire Alarm / Fire Suppression / Fire Life Systems
Support for Bus and Rail Facility Maintenance Projects
Support for Expo Line Train Control Signal Standardization
Support for Regional Connector SIT-2 Test Procedures
Support for various Rail Maintenance and Engineering Initiatives
Support for Rail Maintenance and Engineering Acceptance of Various Mega Projects
Support for Rail Maintenance and Engineering Project Construction Management
Support for various Safe-7 projects
Assessments and Inspections Elevator and Escalator Infrastructure Elements
Assessments and Inspections of Building Use for Rail and Bus Operations Control Center (ROC/BOC)

PROCUREMENT SUMMARY

ENGINEERING SUPPORT FOR TRANSIT INFRASTRUCTURE MAINTENANCE SERVICES / PS46172000

1.	**Contract Number**: PS46172000			
2.	**Contractor**: Gannett Fleming Transit & Rail Systems			
3.	**Work Description:** Increase funding for On-Call Engineering Support Services in support of transit infrastructure maintenance projects.			
4.	**Contract Work Description**: On-Call Engineering Support Services in support of transit infrastructure maintenance projects.			
5.	**The following data is current as of**: August 1, 2022			
6.	**Contract Completion Status**		**Financial Status**	
	Contract Awarded:	April 26, 2018	**Contract Award Amount:**	$16,000,000
	Notice to Proceed (NTP):	N/A	**Total of Modifications Approved:**	$10,000,000
	Original Complete Date:	April 26, 2020	**Pending Modifications (including this action):**	$5,000,000
	Current Est. Complete Date:	April 26, 2023	**Current Contract Value (with this action):**	$31,000,000
7.	**Contract Administrator**: Victor Zepeda		**Telephone Number**: (213) 922-1458	
8.	**Project Manager**: Kelvin Zan		**Telephone Number**: (213) 617-6264	

A. Procurement Background

This Board Action is to approve Contract Modification No. 7 to increase the not to exceed contract value by $5,000,000, from $26,000,000 to $31,000,000 to continue providing engineering support for transit infrastructure maintenance services.

This Contract Modification will be processed in accordance with Metro's Acquisition Policy and the contract type is task order-based/firm fixed price.

On April 26, 2018, the Board approved a two-year base, and three, one-year options, Contract No. PS46172000 (File #2018-0061, Agenda Number 30) to provide on-call engineering support services on a task order basis with Gannett Fleming Transit & Rail Systems, in the total base amount not-to-exceed $16,000,000.

Further, in December 2019, the Board approved exercising the first option year that extended the period of performance from April 2020 to April 2021 and increased the not to exceed Contract Value from $16,000,000 to $21,000,000 (File #2019-0728, Agenda Number 23). In March 2021, the Board approved exercising the second

option year that extended the period of performance from April 2021 to April 2022 and increased the not to exceed Contract Value from $21,000,000 to $26,000,000 (File #2020-0860, Agenda Number 21).

Refer to Attachment C, Contract Modification/Change Order Log and Attachment D, List of Task Orders and Values.

B. Cost/Price Analysis

All future task orders and contract modifications will be determined to be fair and reasonable in accordance with Metro's Acquisition Policy at the time of issuance and award.

ATTACHMENT C

CONTRACT MODIFICATION/CHANGE ORDER LOG

ENGINEERING SUPPORT FOR TRANSIT INFRASTRUCTURE MAINTENANCE SERVICES / PS46172000

Mod. No.	Description	Status (approved or pending)	Date	Amount
1	Revise the Approved Subcontractors (SP-04), revise the insurance requirements to minimize Metro's risk, and revise the approved unit rates for the newly added Subcontractors.	Approved	10/22/18	$0
2	Revise the Approved Subcontractors and revise the approved unit rates for the newly added Subcontractors.	Approved	2/11/19	$0
3	Revise the approved unit rates for Year 2 and adjust the retention rate	Approved	6/11/19	$0
4	Exercise Option Year 1 extending Period of Performance from April 2020 to April 2021.	Approved	12/5/19	$5,000,000
5	Exercise Option Year 2 extending Period of Performance from April 2021 to April 2022	Approved	3/18/21	$5,000,000
6	Exercise Option Year 3 extending Period of Performance from April 2022 to April 2023 (time portion only)	Approved	3/24/22	$0
7	**Increase contract funding authority**	**PENDING**	**9/22/22**	**$5,000,000**
	Modification Total:			**$15,000,000**
	Original Contract:		4/26/18	**$16,000,000**
	Total:			**$31,000,000**

ENGINEERING SUPPORT FOR TRANSIT INFRASTRUCTURE MAINTENANCE
LIST OF TASK ORDERS AND VALUES

ATTACHMENT D

Task Order #	Project Description	Total Task Order
1	PM services (staff augmentation)	$643,299.41
2	Train Control (staff augmentation)	$344,270.00
3	Traction Power (staff augmentation)	$256,231.00
4	Project Control (staff augmentation)	$307,849.00
5	CAD Services (staff augmentation)	$290,033.00
6	Track Engineer (staff augmentation)	$247,101.47
7	CM/Comm support services (staff augmentation)	$258,485.33
8	Comm Engineers (staff augmentation)	$659,122.70
9	Train Control 2 (staff augmentation)	$562,296.53
10	El Nido (asssessment)	$19,401.78
11	Pantograph Assessment	$133,918.75
12	Traction Power 2 (staff augmentation)	$245,935.81
13	move coordinator (staff augmentation)	$227,461.44
14	AsstPM Blue Line (staff augmentation)	$214,402.67
15	Blue Line Cathodic Documents (services)	$43,377.55
16	Proj Mgmt Support (staff augmentation)	$963,011.53
17	Signal Standards (services)	$507,590.83
18	Electrical Engineering Support Staff	$174,436.51
19	CurveNoise Expo Line Northvale (assessment)	$7,450.89
20	Switches (assessment) - cancelled	$370,925.50
21	Blue Light Call Stations Supt	$413,397.13
22	New Blue Oversight Staff Augmentation	$130,020.00
23	Construction Management Support	$820,549.39
24	Train Control Support Staff	$1,946,066.32
25	Electrical Engineering Support Staff	$291,148.71
26	CAD Services (staff augmentation)	$670,941.28
27	Traction Power Support (staff augmentation)	$277,326.99
28	Track Engineer (staff augmentation)	$240,140.15
29	Comm Engineers (staff augmentation)	$528,803.68
30	Project Management Team (staff augmentation)	$2,187,826.77
31	ECOS PM Support (staff augmentation)	$231,430.67
32	Radio Assessment	$304,777.00
33	Tunnel Intruder Detection (assessment)	$353,892.55
34	Short Term Staff	$60,000.00
35	Transformer Specs (services)	$147,702.00
36	BL ETS (assessment)	$243,467.52
37	Red/Purple TWC Comm System (assessment)	$310,673.00
38	Eval effectiveness of rail frogs (assessment)	$109,556.78
39	CAD Civil Mechanical Engineering (staff augmentation)	$146,226.91
40	Door System Assessment	$42,645.94

DEOD SUMMARY

ENGINEERING SUPPORT FOR TRANSIT INFRASTRUCTURE MAINTENANCE SERVICES / PS46172000

A. Small Business Participation

Gannett Fleming made a 25.00% DBE commitment for this task order contract. The overall DBE participation is based on the cumulative value of all task orders issued. To date, sixty-nine (69) task orders have been awarded. Based on payments reported, the contract is 79.36% complete and Gannett Fleming's cumulative DBE participation is 45.08%, exceeding the commitment by 20.08%.

Gannett Fleming stated that NBA Engineering (NBA) has not be utilized because Metro has not issued a task order for the specialized work (tunnel ventilation engineering) that NBA is listed to perform. Gannett Fleming contends that NBA will be utilized once the need arises.

Small Business Commitment	**25.00% DBE**	**Small Business Participation**	**45.08% DBE**

	DBE/SBE Subcontractors	**Ethnicity**	**Current Participation[1]**
1.	Acumen Building Enterprise (Added)	African American	1.30%
2.	Armand Consulting	Caucasian Female	6.72%
3.	Birdi Systems, Inc.	Subcontinent Asian American	0.38%
4.	C2PM, Inc.	Asian Pacific American	10.76%
5.	Colmena Engineering (Added)	Hispanic American	5.55%
6.	GC Tech, Inc.	African American	4.35%
7.	JM Diaz	Hispanic American	1.06%
8.	Mammoth Associates, LLC (Added)	Caucasian Female	3.30%
9.	NBA Engineering, Inc.	Caucasian Female	0.00%
10.	Pacific Railway Enterprises	Caucasian Female	2.78%
11.	PacRim Engineering Inc. (Added)	Asian Pacific American	4.46%
12.	PBS Engineers, Inc. (Added)	Subcontinent Asian American	1.14%
13.	Rani Engineering, Inc.	Hispanic American	0.43%
14.	Triunity Inc. (Added)	Black American	1.74%
15.	Wagner Engineering & Survey	Caucasian Female	1.11%
		Total	**45.08%**

[1]Current Participation = Total Actual amount Paid-to-Date to DBE firms ÷Total Actual Amount Paid-to-date to Prime.

B. Living Wage and Service Contract Worker Retention Policy Applicability

A review of the current contract indicates that the Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) was not applicable at the time of award. Therefore, the LW/SCWRP is not applicable to this modification.

C. Prevailing Wage Applicability

Prevailing Wage requirements are applicable to this project. DEOD will continue to monitor contractors' compliance with the State of California Department of Industrial Relations (DIR), California Labor Code, and, if federally funded, the U S Department of Labor (DOL) Davis Bacon and Related Acts (DBRA).

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of $2.5 million.

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

File #: 2022-0394, **File Type:** Motion / Motion Response **Agenda Number:** 38.

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
SEPTEMBER 15, 2022**

SUBJECT: IGNITION CONTROL MODULE

ACTION: APPROVE CONTRACT AWARD

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a two-year, Indefinite Delivery/Indefinite Quantity (IDIQ) Contract No. MA86135000 to Cummins, Inc., who was the responsive and responsible bidder, for ignition control modules. The contract's first-year base amount is $548,316 inclusive of sales tax, and the one-year option amount is $562,024, inclusive of sales tax, for a total contract amount of $1,110,340, subject to resolution of protest(s), if any.

ISSUE

This procurement is for the acquisition of ignition control modules, which are computer controllers used on Cummins 8.9L ISLG near zero engines installed in Metro buses. This component is essential to the operation, control, and monitoring of the bus engine when in operation. The module controls the main functions of engine operation to ensure peak performance. The bus operating divisions replace the ignition control module upon failure, and it is imperative to have ignition control modules in stock to minimize service disruptions due to maintenance.

Award of this contract will ensure the operating divisions have adequate inventory to repair and maintain the buses according to Metro maintenance standards and are necessary to ensure service continuity and avoid any interruption to Metro operations.

BACKGROUND

The ignition control module is the main controller for the operation of Cummins CNG engines on Metro buses. The ignition control module's function is to monitor, control, and adjust engine parameters to keep the engine running in compliance with certified performance and emissions standards. An operational ignition control module is essential to ensure the reliability and safety of our bus engines.

DISCUSSION

The ignition control module is the main computer for the Cummins 8.9L CNG engine. Replacement of

the ignition control module is required upon failure of these components. The ignition control module's inventory and availability are crucial to ensure our passengers' safe transportation. In addition, the availability of the ignition control module will reduce bus downtime and keep the bus fleet in revenue service.

The contract to be awarded is a “requirements type” agreement in which we commit to order only from the awardee up to the specified quantity for a specific duration of time. However, we have no obligation or commitment to order any specific quantity of the ignition control module that may currently be anticipated. The bid quantities are estimates only, with deliveries to be ordered and released as required.

The ignition control module will be purchased and maintained in inventory and managed by Material Management. As the ignition control module is issued from stock, the appropriate budget project numbers and accounts will be charged.

DETERMINATION OF SAFETY IMPACT

The award of this contract will ensure that all operating divisions have adequate inventory to maintain the bus fleet according to Metro Maintenance standards. This action will prevent deferred maintenance and maintain the bus availability for revenue service.

FINANCIAL IMPACT

The funding of $548,316 for this product is included in the FY23 budget in various bus operating cost centers, under project 306002 - Operations Maintenance, under line item 50441 - M/S Parts - Revenue Vehicle.

Since this is a one-year contract with a one-year option, the cost center managers and Chief Operations Officer will be accountable for budgeting the cost in future fiscal years, including any option exercised.

Impact to Budget

The current source of funding for this action are Federal, State, and Local, including sales tax and fares. These sources are eligible for Bus Operating or Capital projects. Using these funding sources maximizes the project funding allocations allowed by approved provisions and guidelines.

EQUITY PLATFORM

The benefits of this action are to ensure that the bus fleet continues to serve most regions in Los Angeles County, including in many underserved communities, where these vital transportation services are needed to ensure residents’ access to jobs, housing, education, health, and safety. Bus transportation provides an important lifeline for these residents, and this action helps ensure the Metro bus maintenance programs provide the proper State of Good Repair for the bus fleet.

The Diversity and Economic Opportunity Department (DEOD) established a two percent (2%) DBE

goal and verified the commitment by the successful bidder for this procurement.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The ignition control module supports Strategic Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. The ignition control module will help maintain the bus fleets' reliability and ensure that our customers can arrive at their destinations without interruption and in accordance with Metro bus operations.

ALTERNATIVES CONSIDERED

The alternative is not to award the contract and procure the ignition control modules on an as-needed basis, using the traditional “min/max” replenishment system method. This strategy is not recommended since it does not provide for a commitment from the supplier to ensure availability, timely delivery, continued supply, and a guaranteed fixed price for the parts.

NEXT STEPS

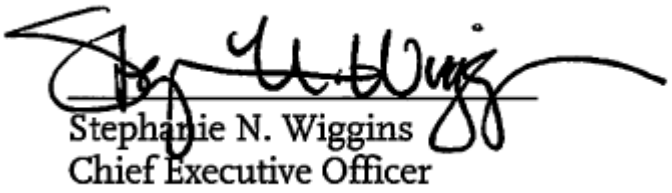
Upon approval by the Board, staff will execute Contract No. MA86135000 for the procurement of ignition control modules with Cummins Inc. at the one-year base amount of $548,316 inclusive of sales tax, and the one-year option amount of $562,024, inclusive of sales tax, for a total contract amount of $1,110,340.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - DEOD Summary

Prepared by: Harold Torres, Sr. Director Central Maintenance (213) 922-5714
James Pachan, Sr. Executive Officer, 213-922-5804
Tanya Allen, Procurement Planning Administrator (213) 922-1018 Debra Avila, Deputy Chief Vendor/Contract Management (213) 418-3051
Lilia Montoya, Deputy Chief Operations Officer, Admin & Development (213) 922-4061

Reviewed by:
Conan Cheung, Chief Operations Officer, 213-418-3034



Stephanie N. Wiggins
Chief Executive Officer

ATTACHMENT A

PROCUREMENT SUMMARY

IGNITION CONTROL MODULE/MA86135000

1.	**Contract Number**: MA86135000	
2.	**Recommended Vendor**: Cummins Inc., 1939 Deere Avenue, Irvine, CA 92606	
3.	**Type of Procurement (check one):** ☒ **IFB** ☐ **RFP** ☐ **RFP–A&E** ☐ **Non-Competitive** ☐ **Modification** ☐ **Task Order**	
4.	**Procurement Dates** :	
	A. Issued: 3/04/22	
	B. Advertised/Publicized: 3/10/22	
	C. Pre-proposal/Pre-Bid Conference: N/A	
	D. Proposals/Bids Due: 4/6/22	
	E. Pre-Qualification Completed: 5/29/22	
	F. Conflict of Interest Form Submitted to Ethics: 5/15/22	
	G. Protest Period End Date: 8/22/22	
5.	**Solicitations Picked up/Downloaded**: 11	**Bids/Proposals Received**: 2
6.	**Contract Administrator**: Tanya Allen	**Telephone Number**: (213) 922-1018
7.	**Project Manager**: Harold Torres	**Telephone Number**: (213) 922-5714

A. Procurement Background

This Board Action is to approve Contract No. MA86135000 for the procurement of Ignition Control Modules. Board approval of this contract award is subject to resolution of any properly submitted protest.

An Invitation for Bid (IFB) No. MA86135 was issued in accordance with Metro's Acquisition Policy and the contract type is Indefinite Delivery, Indefinite Quantity (IDIQ).

No amendments were issued during the solicitation phase of this IFB.

A total of two (2) bids were received on April 6, 2022.

B. Evaluation of Bids

This procurement was conducted in accordance and complies with Metro's Acquisition Policy for a competitive sealed bid. The two bids received are listed below in alphabetical order:

1. Cummins Inc.
2. The Aftermarket Parts Company LLC

Both firms were determined to be responsive and responsible to the IFB requirements. The recommended firm, Cummins Inc., the lowest responsive and responsible bidder, was found to be in full compliance in meeting the bid and technical requirements of the IFB.

C. Price Analysis

The recommended bid price from Cummins Inc. has been determined to be fair and reasonable based upon adequate price competition and selection of the lowest responsive and responsible bidder. The recommended award is higher than the previous purchase price due to rising material costs, raw material shortages, higher gas prices, and increased freight charges.

Low Bidder Name	Bid Amount	Metro ICE
Cummins Inc.	$1,110,339.86	$938,940
The Aftermarket Parts Company, LLC	$1,357,394.85	

D. Background on Recommended Contractor

The recommended firm, Cummins Inc. (Cummins) is located in Irvine, CA has been in business for 102 years. Cummins has provided similar products for Metro and other agencies including Orange County Transit Authority, San Diego Metropolitan Transit System, and Santa Monica Big Blue Bus and numerous other transit proprieties that are available upon request. Cummins has provided satisfactory service and product to Metro on previous purchases.

DEOD SUMMARY

IGNITION CONTROL MODULE/MA86135000

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) established a 2% Disadvantaged Business Enterprise (DBE) goal for this solicitation. Cummins Inc. met the goal by making a 2% DBE commitment.

Small Business Goal	2% DBE	Small Business Commitment	2% DBE

	DBE Subcontractors	Ethnicity	% Committed
1.	Say Cargo Express	Hispanic American	2%
		Total Commitment	**2%**

B. Living Wage / Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of $2.5 million.

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

Metro

Board Report

File #: 2022-0512, **File Type:** Informational Report **Agenda Number:** 39.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: MEMBERSHIP ON METRO'S SAN GABRIEL VALLEY SERVICE COUNCIL

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

APPROVE nominee for membership on Metro's San Gabriel Valley Service Council.

ISSUE

Each Metro Service Council (MSC) is comprised of nine representatives that serve terms of three years; terms are staggered so that the terms of three of each Council's nine members expire annually on June 30. Incumbent Representatives can serve additional terms if re-nominated by the nominating authority and confirmed by the Metro Board.

The San Gabriel Valley Service Council has one vacancy that was not filled when the seat's term expired on June 30, 2022. The term of this now-vacant seat is July 1, 2022 - June 30, 2025.

BACKGROUND

Metro Service Councils were created in 2002 as community-based bodies tasked with improving bus service and promoting service coordination with municipal and local transit providers. The MSC bylaws specify that representatives should live in, work in, or represent the region; have a basic working knowledge of public transit service within their region, and have an understanding of passenger transit needs. To do so, each Representative is expected to ride at least one transit service per month.

The MSC is responsible for convening public hearings to receive community input on proposed service modifications, and rendering decisions on proposed bus route changes considering staff's recommendations and public comments. All route and major service changes that are approved by the MSC will be brought to the Metro Board of Directors as an information item. Should the Metro Board decide to move an MSC-approved service change to an Action Item, the MSC will be notified of this change prior to the next Service Council monthly meeting.

DISCUSSION

The individual listed below has been nominated to fill the vacant seat on the San Gabriel Valley Service Council by the seat's nominating authorities. If approved by the Board, this appointment will serve out the remainder of the vacant seat's three-year term. A brief listing of the nominee's qualifications (Attachment A) and the nomination letter from the nominating authorities (Attachment B) are provided.

San Gabriel Valley

A. Salvador Melendez, San Gabriel Valley Service Council, New Appointment
Nominated by: Cities of Montebello, Monterey Park, and Rosemead
Term: July 1, 2022 - June 30, 2025

DETERMINATION OF SAFETY IMPACT

Maintaining the full complement of representatives on each Service Council to represent each service area is important. As each representative is to be a regular user of public transit, and each Council is composed of people from diverse areas and backgrounds, this enables each Council to better understand the needs of transit consumers, including the need for the safe operation of transit service and safe location of bus stops.

EQUITY PLATFORM

Metro seeks to appoint Service Council members that represent the diverse needs and priorities reflective of the demographics of each respective region.

In alignment with Metro's Equity Platform, when there is a vacancy on any of the Service Councils, Metro shares the demographics of the Council region, the region's transit riders, and the Council's current membership with the nominating authority. They are strongly encouraged to consider nominating candidates that are reflective of the ridership of their regions. Service Council bylaws provide guidance on this process in which Metro Board Members confirm and appoint representatives of Service Councils based on nominations submitted through the locally adopted process by the designated nominating authorities.

For reference, the 2020 American Community Survey demographics and 2019 Metro Ridership Survey demographics for the region are compared to the membership.

Should this nominee be appointed, the San Gabriel Valley (SGV) Service Council membership will compare to the region and the region's ridership as follows:

SGV Region Demographics	Hispanic	White	Asian/ Pacific Isl	Black	American Ind/ Alaska Native	Other
Council Region	49.7%	16.8%	28.0%	3.0%	0.2%	2.3%
Region Ridership	63%	13%	9%	9%	1%	5%
Membership/No.	5 (55%)	3 (33%)	1 (11%)	0 (0%)	0 (0%)	0 (0%)

The gender makeup of the SGV Service Council will be as follows:

Gender	SGV Membership/No.*	Los Angeles County
Male	77.7% / 7	49.7%
Female	22.2% / 2	50.3%

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Approval of this recommendation supports the following Metro Strategic Plan Goal: 30 Enhance communities and lives through mobility and access to opportunity.

ALTERNATIVES CONSIDERED

The alternative to approving this appointment would be for this nominee to not be approved for an appointment. To do so would result in reduced effectiveness of the Service Councils, as it would increase the difficulty of obtaining the quorum necessary to allow the Service Council to formulate and submit recommendations to the Board. It would also result in the Service Council having a less diverse representation of their respective service areas.

NEXT STEPS

Staff will continue to monitor the quality of bus service from the customer's perspective, and share that information with the Service Councils for use in their work to plan and implement and improve bus service in their areas and the customer experience.

ATTACHMENTS

Attachment A - Listing of Nominee's Qualifications
Attachment B - Nomination Letter

Prepared by: Dolores Ramos, Manager, Regional Service Councils, (213) 598-9715
Lilia Montoya, Deputy Chief Operations Officer, Admin & Development, (213) 922-4061

Reviewed by: Conan Cheung, Chief Operations Officer, (213) 418-3034

Stephanie N. Wiggins
Chief Executive Officer

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ATTACHMENT A

NEW APPOINTEE BIOGRAPHY AND QUALIFICATIONS

Salvador Melendez, Nominee for San Gabriel Valley Service Council



Salvador Melendez was elected to Montebello City Council in November 2018 as the youngest elected council member in Montebello's history.

Mr. Melendez is a longtime resident in the City of Montebello and a product of Montebello Unified School District, graduating from Montebello High School (Class of 2008). After High School, he earned an Associate's Degree in Social Sciences Rio Hondo College, a Bachelor of Arts in Political Science with an emphasis in Global Relations from CSULA, and a Doctor of Law from the University of La Verne College of Law. He currently works as a Senior Policy Analyst for AltaMed Health Services and is involved in many organizations related to law and service, including the Latino Law Association He also volunteers at legal associations dedicated to offering free legal aid to those in need.

ATTACHMENT B

APPOINTING AUTHORITY NOMINATION LETTER

San Gabriel Valley Service Council

City of Montebello

August 9, 2022

Ms. Dolores Ramos
Manager
Metro Regional Service Councils
One Gateway Plaza MS 99-7-1
Los Angeles, CA 90012

Dear Ms. Ramos,

This letter serves as the nomination to appoint Salvador Melendez, Councilmember, to serve as the representative for the Cities of Montebello, Monterey Park, and Rosemead on the San Gabriel Valley Service Council for the term of July 1, 2022 - June 30, 2025.

The City of Montebello has conferred with the Cities of Monterey Park and Rosemead; they both support to our nomination of Salvador Melendez, and we are confident that Salvador Melendez's knowledge and experience will serve the San Gabriel Valley Service Council well.

Please let me know if you need any additional information. Thank you for your consideration.

Sincerely,

René Bobadilla
City Manager

1600 West Beverly Boulevard • Montebello, California 90640-3932 • (323)-887-1200

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

File #: 2022-0511, **File Type:** Contract **Agenda Number:** 40.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
SEPTEMBER 15, 2022

SUBJECT: AGENCY ENTERPRISE SECURITY ARCHITECTURE ASSESSMENT

ACTION: APPROVE CONTRACT AWARD

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to award a professional service firm-fixed price Contract No. PS77693-3000 to Regents & Park, in the amount of $1,259,400, subject to resolution of protest(s), if any.

ISSUE

High-profile cyberattacks on public and private infrastructures such as the recent intrusion of the New York MTA, the ransomware attack on the Colonial Pipeline operation, and the breach of the JBS meat-packing plants highlight the vulnerable nature of critical infrastructure and the emerging threat profile of public and investor-owned systems. Further, the organizations' true economic and public-trust reputation suffered because of these financially motivated malicious criminal activities.

Entities or groups that attempt to breach computer security, including foreign governments that sponsor or condone activities to access data/intelligence to target governments, organizations, or individuals (aka nation-state actors), have become more sophisticated over time while private and public sector organizations struggle to keep up with new threats introduced by advancing technology and the need to support these vital systems.

BACKGROUND

Metro must continually review and improve its information security posture to manage the current and evolving risk and threat landscape. While Metro is actively implementing recommendations and remediations from other completed security reviews, it is evident Metro must concurrently engage and contract with a well-qualified information security consulting firm in assessing modern Agency IT, IoT/ Industrial Internet of Things (IIoT) systems and SCADA/ICS asset risks.

Keeping with the agency-wide goal of providing safe, secure, private, efficient, and high-quality services to its customers, Metro has identified the following non-exhaustive list of Cyber Security Domains to be included in the scope of this Security Architecture Review (SAR).

- Governance, Compliance, and Organization
- Data Protection
- Security Risk Management
- Tiered Security
- Centralized Management
- Least Privilege/Least Denial
- Role-based Access Authorization
- Separation of Duties
- Identity and Access Management
- Incident Response
- Host and Endpoint Protection
- Application, Database, and Mobile Protection
- Network Cloud and Data Center
- Security Awareness Training
- People
- Process
- Tools

DISCUSSION

Metro intends to contract with Regents & Park to conduct an in-depth evaluation of the agency's information security program and architecture.

The result of this agency-wide assessment will provide the following deliverables:

- Highlight existing and future weaknesses in the Metro Security Architecture;
- Provide recommendations for improvement in key performance areas;
- Outline and prioritize short, medium, and long-term recommendations designed to improve the organization's security posture based on its risk profile and level of security maturity at the time of review; and
- Identify and examine the holistic risk posture of the organization to provide specific findings where organizational economies-of-scale through automation could lend to a reduction in operational complexity, organizational risk, and costs.

The Security Architecture Assessment will perform a study that uncovers systemic security issues in our environment. Metro would like to maximize its return on any security technology investment by evaluating our needs and validating the security of our existing deployments. The result is an actionable roadmap to help remediate identified security deficiencies.

This review and assessment output will complement ongoing Governance, Risk Management and Compliance (GRC) initiatives and provide the foundation for Metro's Security technology roadmaps.

DETERMINATION OF SAFETY IMPACT

The contract award will directly and positively impact the agency's safety, security, service quality,

and systems reliability posture. Providing a current and refreshed agency-wide assessment of the current Metro IT security architecture and risk profile provides senior leadership with the visibility and insights to make informed technology and resource decisions to secure the Metro Enterprise and its supported systems adequately.

FINANCIAL IMPACT

Funding for this service is included in the FY23 Adopted Budget under Project Number 300119, Cyber Security Architecture Assessments, Cost Center 2613 - Physical Security.

Impact to Budget

The funding source is an FY20 Transit Security Grant Program (TSGP) Award for Facilities Hardening, Video Management System/Security Intelligence, and Cyber-Security, which is not eligible for bus and rail capital and operating expenditures. No other source of funds was considered for this project because the TSGP funding completely covers this expenditure.

EQUITY PLATFORM

Metro technology systems and services are contained within data centers, rail operations centers, subway stations, and bus garages in multiple locations throughout LA County. These on premise and web-based systems host various bus/rail, bike, rideshare, and related services serving all demographic communities. This contract will identify potential security risks so they can be addressed and remediated, thus preserving the public trust of Metro's stakeholders.

The services are not anticipated to impact the external customer community adversely (e.g., people of color, low income, disabled, marginalized communities, minorities, women, disadvantaged or disabled veterans).

This open solicitation included a Small Business Enterprise (SBE) goal of 12% and a Disabled Veteran Business Enterprise (DVBE) goal of 3% for the project management contract. The recommended firm made a 30.54% SBE commitment and a 4.17% DVBE commitment.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Security Architecture Assessment supports **Metro Vision 2028 Strategic Goal 5**: Provide responsive, accountable, and trustworthy governance within the Metro organization.

ALTERNATIVES CONSIDERED

The Board may choose not to proceed with the contract award. This option is not recommended based on the need and desire to protect, defend, and secure real-time information and mission-critical infrastructure from cyberattacks; and the commitment to continually enhance the security and privacy of information and data for our customers.

NEXT STEPS

Upon approval by the Board, staff will execute the contract, and the contractor will provide a Project Management Plan (PMP) with a detailed review and work breakdown structure (WBS) schedule focused on the key activities to produce the contract deliverables and other warranted deliverables based on the vendor's methodology/approach for conducting information security engagements over a twelve-month (12) period following award.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - DEOD Summary

Prepared by: Janice Lim, DEO Enterprise Information Management, Information Security, (213) 922-5590
Bill Balter, DEO Enterprise Information Management, ITS Administration, (213) 922-4511
Joe Giba, EO Information Technology, Operations and Service Delivery, (213) 922-3450
Susan Walker, Director, Physical Security, (213) 922-7464

Debra Avila, Deputy Chief VCM Officer (213) 418-3051

Reviewed by:
Bryan Sastokas, Chief Innovation Officer (Interim), (213) 922-5510
Robert Bonner, Chief People Officer, (213) 922-3048

Stephanie N. Wiggins
Chief Executive Officer

ATTACHMENT A

PROCUREMENT SUMMARY

AGENCY ENTERPRISE SECURITY ARCHITECTURE ASSESSMENT / PS77693-3000

1.	**Contract Number**: PS77693-3000	
2.	**Recommended Vendor:** Regents and Park	
3.	**Type of Procurement** (check one): ☐ IFB ☒ RFP ☐ RFP–A&E ☐ Non-Competitive ☐ Modification ☐ Task Order	
4.	**Procurement Dates**:	
	A. Issued: 05/25/2022	
	B. Advertised/Publicized: 05/25/2022	
	C. Pre-Proposal/Pre-Bid Conference: N/A	
	D. Proposals/Bids Due: 06/15/2022	
	E. Pre-Qualification Completed: 08/25/2022	
	F. Conflict of Interest Form Submitted to Ethics: 06/21/2022	
	G. Protest Period End Date: 09/21/2022	
5.	**Solicitations Picked up/Downloaded**: 37	**Bids/Proposals Received**: 2
6.	**Contract Administrator**: Annie Duong	**Telephone Number**: (213) 418-3048
7.	**Project Manager**: Janice Lim	**Telephone Number**: (213) 922-5590

A. Procurement Background

This Board Action is to approve the award of Contract No. PS77693-3000 to Regents and Park (R&P) to perform an in-depth evaluation of the agency's information security program and architecture. Board approval of contract award is subject to resolution of all properly submitted protest(s).

On May 25, 2022, Request for Proposal (RFP) No. PS77693-3 was issued as a competitive procurement in accordance with Metro's Acquisition Policy. The proposed contract type is a firm fixed price.

The RFP was issued with a race-neutral Small Business Enterprise (SBE) goal of 12% and a Disabled Veteran Business Enterprise (DVBE) goal of 3%.

No amendments were issued during the solicitation phase of this RFP. There were 19 questions received and responses were provided prior to the proposal due date.

A total of 37 firms downloaded the RFP and were included on the plan holders list. A total of two proposals were received by the due date of June 15, 2022, from the following firms listed below in alphabetical order:

1) AEON Group LLC

2) Regents and Park (R&P)

B. Evaluations of Proposals

A Proposal Evaluation Team (PET) consisting of staff from Metro's Systems Architecture & Technology Integration, ITS Administration, and Information Security Department conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria and weights that were published in the RFP:

1) Qualifications/Experience	20 Points
2) Execution of Work Scope	40 Points
3) Work Schedule and Deliverables	20 Points
4) Price	20 Points
Total	100 Points

The evaluation criteria are appropriate and consistent with criteria developed for similar procurements. Several factors were considered in developing these weights, giving the greatest importance to the Execution of Work Scope.

On July 05, 2022, the PET completed its independent evaluation of the proposals and determined the proposals were technically acceptable. Regents and Park was determined to be the highest ranked firm.

The following is a summary of the PET scores:

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	**Regents and Park**				
3	Qualifications/Experience	84.85	20%	16.97	
4	Execution of Work Scope	76.68	40%	30.67	
5	Work Schedule and Deliverables	80.00	20%	16.00	
6	Price	100.00	20%	20.00	
7	**Total**		**100%**	**83.64**	**1**
8	**AEON Group LLC**				
9	Qualifications/Experience	44.65	20%	8.93	
10	Execution of Work Scope	29.68	40%	11.87	
11	Work Schedule and Deliverables	56.65	20%	11.33	
12	Price	99.05	20%	19.81	

13	**Total**		**100%**	**51.94**	**2**

C. Cost/Price Analysis

The recommended price has been determined to be fair and reasonable based upon an independent cost estimate (ICE), price analysis, technical evaluation, fact-finding, and negotiations.

	Proposer Name	Proposal Amount	Metro ICE	Negotiated Amount
1.	Regents and Park (R&P)	$1,399,500.00	$1,494,900.00	**$1,259,400.00**
2.	AEON Group LLC	$1,413,000.00		

Staff successfully negotiated a cost savings of $140,100 from the original proposal amount.

D. Background on Recommended Contractors

Regents and Park (R&P) has been in operation since 2009 specializing in diverse, multi-disciplinary skill sets and complex integrated technologies. Headquartered in Huntington Beach, California, R&P has a history of providing assessment services such as PCI Risk Management, P&P reviews, and Toll Road Assessment. R&P has provided satisfactory work for Metro in the past.

ATTACHMENT B

DEOD SUMMARY

AGENCY ENTERPRISE SECURITY ARCHITECTURE ASSESSMENT

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) established a 12% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) goal for this solicitation. Regents & Park, an SBE, exceeded the goal by making a 30.54% SBE and 4.17% DVBE commitment.

Small Business Goal	12% SBE 3% DVBE	Small Business Commitment	30.54% SBE 4.17% DVBE

	SBE Subcontractor	% Committed
1.	Regents & Park (SBE Prime)	30.54%
	Total SBE Commitment	**30.54%**

	DVBE Subcontractor	% Committed
1.	MERP Consulting	4.17%
	Total DVBE Commitment	**4.17%**

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

Prevailing wage is not applicable to this contract.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of $2.5 million.

Los Angeles County
Metropolitan Transportation
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Los Angeles, CA

File #: 2022-0459, **File Type:** Contract **Agenda Number:** 41.

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE
SEPTEMBER 15, 2022**

SUBJECT: TECHNICAL AND PROGRAM MANAGEMENT SUPPORT SERVICES FOR THE P2000 LIGHT RAIL VEHICLE OVERHAUL/MIDLIFE MODERNIZATION PROGRAM

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute Modification No. 19 to Contract No. PS20113000, a cost plus fixed-fee contract with CH2M Hill, Inc. for technical and program management support services in support of the P2000 Light Rail Vehicle (LRV) Overhaul/Midlife Modernization Program to increase the Not-To-Exceed (NTE) contract price by $1,231,187.71 from $5,829,626 to $7,060,813.71 to support project activities for 9 months, through June 30, 2023.

ISSUE

This Contract provides program and technical consultant support for the P2000 LRV Modernization/Overhaul Contract that was awarded in March 2017. Due to the global pandemic which impacted the supply chain, availability of resources, and the limited opportunity for staff to travel to support design review meetings, inspections, and test activities, the project schedule has been impacted and final acceptance of all existing P2000 LRVs (fifty-two LRVs total) were deferred from November 2021 to December 2023.

To provide program and technical consultant support to the P2000 LRV Modernization/Overhaul contract staff requests approval of Modification No. 19 to increase the contract NTE amount by $1,231,187.71 to provide consultant support through June 30, 2023.

BACKGROUND

In March 2017, the Board approved (#2017-0149) Contract No. PS20113000, a cost plus fixed fee contract to CH2M Hill, Inc., in the amount of $5,829,626 for technical and program management services in support of the P2000 LRV Overhaul/Midlife Modernization Project. This contract provides technical and program management support to Metro staff engaged in managing the overhaul/midlife modernization of the existing P2000 fleet ensuring all fifty-two (52) LRVs and project deliverables comply with the contract requirements.

CH2M Hill Inc. currently provides staff support in the following disciplines, as directed by Metro:

- Project Management
- Systems Engineering
- Systems Integration
- Design Conformance Tests
- Inspection Activities at LRV Production/Modernization Site
- LRV Commissioning and acceptance Activities.
- Quality Assurance
- Document Control

All work and assignments are on an as-needed basis, and directed by the Metro P2000 Project Team through issuing Task Orders using fixed labor rates. The Consulting staff are managed daily by Metro's P2000 Project Manager.

DISCUSSION

Findings

Since the contract award of the P2000 LRV Overhaul/Midlife Modernization Project in March 2017, CH2M Hill, Inc. has been providing Metro's Project Team with technical and program management support, including review of all technical documents, oversight of system, and combined-system level integration efforts, a witness of verification and validation tests, and inspection of workmanship at the production/ Modernization site. The Project is now entering the Conditional Acceptance phase, an essential gateway to allow the Modernized LRVs to enter revenue service in Metro.

The Project schedule was and continues to be impacted by the pandemic. Examples of the impacts include:

- Supply chain disruptions which delayed the start and completion of manufacturing, assembly, inspection, and test activities.
- Ability of staff to travel to support in-person events such as design review meetings, inspections, tests, and audits. As a result, these events had to either be rescheduled or performed virtually with reduced efficiency.
- Complying with pandemic measures, including quarantine for two weeks when traveling and limiting close contact when supporting test & inspection activities, also impacted completing tasks efficiently.

Approval of the recommendation modifies Contract No. PS20113000 allows for the continuation of technical and program management support for the P2000 LRV Overhaul/Midlife Modernization Project. Metro staff requires this Project support to navigate and mitigate the remaining technical issues to achieve final delivery and acceptance of the 52 P2000 LRVs.

This is an existing professional services support contract required to ensure continuity, proper project execution, and completion of the LRV Overhaul/Midlife Modernization project and does not have any impact on the previously approved Life-of-Project (LOP) budget. Approving the recommendation ensures the successful completion of the Overhaul/Midlife Modernization Project,

which provides accessible and affordable transportation for all who ride our light rail system.

DETERMINATION OF SAFETY IMPACT

The approval for the additional NTE funds for the consultant services will ensure team continuity and maintain overall system safety, service quality, system reliability, maintainability, and customer satisfaction.

The P2000 LRV Modernization Project permits Metro to maintain the P2000 LRV fleet in a State of Good Repair (SGR).

FINANCIAL IMPACT

The requested new contract value of $7,060,813.71 is within the Board-approved LOP budget of $7,969,680 for consultant services.

The Contract Price increase of $1,231,187.71 has been included in the Cost Center 3043, Rail Vehicle Acquisition, Account 50316, under project number CP 206044, P2000 LRV Overhaul Program. This Contract Price increase is within the overall available Consulting Services expenditure.

Since this is a multi-year contract, the Cost Center Manager and Project Manager will be responsible for allocating and budget the overall expenditure across subsequent years until project completion, including any options exercised.

Impact to Budget

The current source of funds for the Modernization program and Consulting Services is Proposition A (35%). Federal funds from the Transportation Improvement Program (TIP) will make up 90% of the source of funds for this Consulting Services Contract. Staff will pursue additional federal funds that may become available through MAP-21 and/or other federal sources for this project to maximize and conserve the use of local funding sources before considering debt financing.

Since multi-year projects are funding this recommendation, the Chief Operations Officer, Chief Program Management Officer, and respective Project Managers will be responsible for future fiscal year budgeting.

EQUITY PLATFORM

This is an existing Consulting Services contract needed to ensure continuity and proper project closeout of the P2000 LRV Overhaul/Midlife Modernization Project and allows for the successful delivery of those vehicles for use on Metro’s existing light rail vehicle lines that serve a majority of Equity Focus Communities (EFCs) who rely on public transit for their daily jobs. EFC areas along the light rail alignments included areas in Downtown LA, Chinatown, parts of Long Beach, etc. Please refer to Attachment D for Metro’s current rail line map showing areas of the EFCs that will benefit from this board decision.

CH2M Hill Inc. made a 24.81% Disadvantaged Business Enterprise (DBE) commitment. The project is 89.69% complete based on payments, and the current DBE participation is 13.38%, representing an 11.43% shortfall. CH2M Hill Inc. submitted an updated shortfall mitigation plan on July 8, 2022, and projects to exceed the 24.81% utilization by the end of all anticipated contract and task extensions. CH2M Hill Inc. remains committed to meeting the 24.81% DBE commitment by the end of vehicle production.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports strategic plan Goal #1.2 - Optimize the speed, reliability, and performance of the existing system by revitalizing and upgrading Metro's transit assets. The completion and rollout of the P2000 LRVs are state-of-the-art assets that will significantly reduce trip disruptions on rail networks and improve the integrity of the overall network.

ALTERNATIVES CONSIDERED

The Board may choose not to approve the recommendation for increasing the contract amount. This is not recommended as critical project activities currently supported by consulting staff will be interrupted, directly impacting the overall project schedule. These activities include but are not limited to; inspection at the production/modernization site, witnessing commissioning tests, reviewing test reports, reviewing Project Schedule, and providing LRV commissioning acceptance and warranty support. The Metro Project Team does not have the in-house resources to undertake all the necessary Project tasks as described.

Disapproving the recommendation will also adversely impact the P2000 LRV Overhaul/Midlife Modernization Project completion due to the loss of the required technical expertise, labor, and manpower provided through this Consulting Services contract. The potential adverse impacts may include compromised quality and SGR of the Modernized LRVs, and a reduced number of available LRVs for rollout to meet the passengers' demand that is trending positively towards the pre-pandemic levels.

NEXT STEPS

Upon Board approval, staff will execute Contract Modification No. 19 to increase the contract NTE amount by 1,231,187.71 with CH2M Hill, Inc. for the continuation of services.

ATTACHMENTS

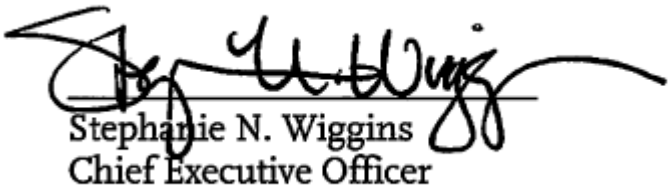
Attachment A - Procurement Summary
Attachment B - Contract Modification Log
Attachment C - DEOD Summary
Attachment D - Metro Rail Line Map

Prepared by: Jason Yaw, Sr. Manager, Project Control, (213) 922-3325
Annie Yang, Sr. Director, Rail Vehicle Acquisition, (213) 922-3284
Jesus Montes, Sr. Executive Officer, Vehicle Engineering & Acquisition, (213) 418-3277

Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051
Lilia Montoya, Deputy Chief Operations Officer, Admin & Development, (213) 922-4061

Reviewed by:

Conan Cheung, Chief Operations Officer, (213) 418-3034



Stephanie N. Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

P2000 LIGHT RAIL VEHICLE MIDLIFE MODERNIZATION/OVERHAUL SUPPORT SERVICES / CONTRACT NO. PS20113000

1.	**Contract Number**: PS20113000			
2.	**Contractor**: CH2M Hill, Inc.			
3.	**Mod. Work Description**: Increase the not-to-exceed contract price by $1,231,187.71 from $5,829,626 to $7,060,813.71.			
4.	**Contract Work Description**: Provide technical and program management support to the Metro Project Team on managing the existing P2000 Light Rail Vehicle (LRVs) Midlife Modernization Project to ensure timely modernization works and successful delivery of the modernized P2000 LRVs and the associated deliverables.			
5.	**The following data is current as of**: 07.27.22			
6.	**Contract Completion Status**		**Financial Status**	
	Contract Awarded:	04.17.17	**Not-to-Exceed Contract Award Amount:**	$5,829,626.00
	Notice to Proceed (NTP):	N/A	**Total of Modifications Approved:**	18
	Original Complete Date:	12.31.21	**Pending Modifications (including this action):**	1
	Current Est. Complete Date:	12.31.23	**Current Contract Value (with this action):**	$7,060,813.71
7.	**Contract Administrator**: Nicole Banayan		**Telephone Number**: 213-922-7438	
8.	**Project Manager**: Jason Yaw		**Telephone Number**: 213-922-3325	

A. Procurement Background

This Contract was executed on April 17, 2017, to CH2M Hill, Inc. (CH2M) for a 55 months and 14 days period of performance for a total Not-To-Exceed (NTE) contract price of $5,829,626 to provide technical and program management support to Metro's P2000 Project Team on the P2000 LRV Midlife Modernization Project. The contract period of performance was extended to December 31, 2023, from December 31, 2021, under Modification No. 15 dated July 12, 2021, due to the global pandemic that impacted the supply chain, availability of resources, and the limited opportunity for staff to travel to support design review meetings, inspections, and test activities. For these reasons, the project schedule was impacted and final acceptance of all existing P2000 LRVs extended to December 31, 2023.

A Request for Proposal was issued to CH2M on May 25, 2022. Metro received a proposal on June 21, 2022. Metro completed its negotiation on June 30, 2022.

In the effort to allow for continued support on the midlife modernization project, this board action approval is requested to allow staff to execute Contract Modification No. 19 and issuance of Task Order No. 8 to CH2M from October 1, 2022, through June 30, 2023. This will increase the contract value from $5,829,626 to $7,060,813.71 with an increase of $1,231,187.71.

This Modification will be processed in accordance with Metro's Acquisition Policy and the contract type is a cost-plus fixed fee.

(Refer to Attachment B – Contract Modification/Change Order Log)

B. Cost/Price Analysis

The recommended price has been determined to be fair and reasonable based upon cost analysis, an Independent Cost Estimate (ICE), and technical evaluation. The not-to-exceed price of $1,231,187.71 comprises of CH2M and its subcontractor's labor rates, audited labor overhead, fees, and expenses as this is a cost-plus-fixed-fee contract type. The only factor affecting the NTE price of $1,231,187.71 were labor hours and fees, which were reviewed and negotiated by Metro staff to align with the P2000 LRV Modernization Program's project schedule from October 1, 2022, through June 30, 2023.

The negotiated amount of $1,231,187.71 for this increase is $55,085.71 higher than the Metro ICE. This amount represents a reasonable difference of less than five percent (5%) between the negotiated amount and the Metro ICE further supporting the recommended price as fair and reasonable.

Proposal Amount	Metro ICE	Negotiated Amount
$1,329,468.57	$1,173,102.00	$1,231,187.71

C. Contractor Information

CH2M has a local office in Los Angeles and was an engineering company that provided consulting, design, construction, and operation services for corporations and governments. In 2017, it was acquired by Jacobs Engineering Group but kept its CH2M name for existing contracts. Under this Contract, the Consultant will maintain the CH2M reference.

In addition to providing technical and program management supports for the P2000 LRV Modernization Project, CH2M currently provides program management support for the P3010 LRV Project and is also one of the qualified consulting firms on the Rail Vehicle Bench.

ATTACHMENT B

CONTRACT MODIFICATION/CHANGE ORDER LOG

P2000 LIGHT RAIL VEHICLE OVERHAUL SUPPORT SERVICES / CONTRACT NO. PS20113000

Mod. no.	Description	Status (approved or pending)	Date	$ Amount
1	Administrative Changes	Approved	11.16.17	$0.00
2	Update Exhibit 1 with Exhibit 1.1 to add new staff	Approved	12.21.17	$0.00
3	Update Exhibit 1.1 with Exhibit 1.2 to add new staff	Approved	03.6.18	$0.00
4	Update Exhibit 1.2 with Exhibit 1.3 to add new staff	Approved	04.18.18	$0.00
5	Update Exhibit 1.3 with Exhibit 1.4 to add new staff	Approved	08.16.18	$0.00
6	Update Exhibit 1.4 with Exhibit 1.5 to add new staff	Approved	04.12.19	$0.00
7	Update Exhibit 1.5 with Exhibit 1.6 to add new staff	Approved	04.16.19	$0.00
8	Update Exhibit 1.6 with Exhibit 1.7 to add new staff	Approved	07.24.19	$0.00
9	Update Exhibit 1.7 with Exhibit 1.8 to add new staff	Approved	09.05.19	$0.00
10	Update Exhibit 1.8 with Exhibit 1.9 to add new staff	Approved	11.13.19	$0.00
11	Update Exhibit 1.9 with Exhibit 1.10 to add new staff	Approved	03.13.20	$0.00
12	Update Exhibit 1.10 with Exhibit 1.11 to add new staff	Approved	03.20.20	$0.00
13	Update Exhibit 1.11 with Exhibit 1.12 to add new staff	Approved	09.09.20	$0.00
14	Update Exhibit 1.12 with Exhibit 1.13 to add new staff	Approved	11.03.20	$0.00
15	Update Exhibit 1.13 with Exhibit 1.14 to add new staff and Extend the Period of Performance through December 31, 2023.	Approved	07.12.21	$0.00
16	Update Exhibit 1.14 with Exhibit 1.15 to add new staff	Approved	02.15.22	$0.00

17	Update Exhibit 1.15 with Exhibit 1.16 to add new staff	Approved	05.11.22	$0.00
18	Update Exhibit 1.16 with Exhibit 1.17 to add new staff	Approved	07.06.22	$0.00
19	**Increase $1,231,187.71 to the Not-to-Exceed Contract Price**	**Pending**	**Pending**	**$1,231,187.71**
	Modification Total:			**$1,231,187.71**
	Original Contract:			**$5,829,626.00**
	Total:			**$7,060,813.71**

DEOD SUMMARY

P2000 LIGHT RAIL VEHICLE TECHNICAL AND PROGRAM MANAGEMENT SUPPORT SERVICES CONTRACT NO. PS20113000

A. Small Business Participation

CH2M Hill, Inc. made a 24.81% DBE overall commitment for this contract. The overall DBE participation is based on the cumulative value of all task orders issued. To date, seven (7) task orders have been awarded. Based on payments reported the contract is 67% complete, CH2M Hill, Inc's current level DBE participation is 12.03%, representing a shortfall of 12.78%.

CH2M Hill, Inc. has a shortfall mitigation plan on file and contends that the DBE shortfall is due to the decreased amount of light rail vehicle (LRV) inspection work to-date on the project. As COVID-19 had a major impact on the car builder's LRV production rates, thus the inspection activities to be performed by Virginkar and Rail Quality Services has been lower than expected. Additionally, CH2M further contends that the scope of services to be performed by Langford & Carmichael has also been delayed, which is the reason for the inactivity. CH2M forecasts the scope to be performed by Langford and Carmichael to begin, at the earliest, in January 2023.

CH2M Hill, Inc. expects to meet or exceed the DBE commitment by the end of the contract and projects DBE utilization to be 34%.

Small Business Commitment	**DBE 24.81%**	**Small Business Participation**	**DBE 12.03%**

	DBE Subcontractors	**Ethnicity**	**% Committed**	**Current Participation[1]**
1.	Virginkar & Associates	Asian-Pacific American	18.36%	0.90%
2.	Parthenon Corporation	Hispanic American	6.00%	6.57%
3.	Langford & Carmichael	Asian-Pacific American	0.45%	0.00%
4.	Railcar Quality Services	Black American	Added	4.56%
	Total		**24.81%**	**12.03%**

[1]Current Participation = Total Actual amount Paid-to-Date to DBE firms ÷Total Actual Amount Paid-to-date to Prime.

B. Living Wage and Service Contract Worker Retention Policy Applicability

A review of the current service contract indicates that the Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) was not applicable at the time of award. Therefore, the LW/SCWRP is not applicable to this modification.

C. Prevailing Wage Applicability

Prevailing wage is not applicable to this modification.

D. Project Labor Agreement/Construction Careers Policy

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of $2.5 million.

Attachment D: Metro EFC Map

