

# **Metro**

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



## **Agenda - Final**

**Thursday, July 26, 2018**

**9:30 AM**

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

### **Board of Directors - Regular Board Meeting**

*Sheila Kuehl, Chair  
James Butts, Vice Chair  
Eric Garcetti, 2nd Vice Chair  
Kathryn Barger  
Mike Bonin  
Jacquelyn Dupont-Walker  
John Fasana  
Robert Garcia  
Janice Hahn  
Paul Krekorian  
Ara Najarian  
Mark Ridley-Thomas  
Hilda Solis  
Shirley Choate, non-voting member  
Phillip A. Washington, Chief Executive Officer*

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

**PUBLIC INPUT**

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

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

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

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

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

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

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

**INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE BOARD**

Agendas for the Regular MTA Board meetings are prepared by the Board Secretary and are available prior to the meeting in the MTA Records Management Department and on the Internet. Every meeting of the MTA Board of Directors is recorded on CD's and as MP3's and can be made available for a nominal charge.



## DISCLOSURE OF CONTRIBUTIONS

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

## ADA REQUIREMENTS

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

## LIMITED ENGLISH PROFICIENCY

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



**323.466.3876 x2**

*Español*

**323.466.3876 x3**

한국어

日本語

中文

русский

ភាសាខ្មែរ

ภาษาไทย

Tiếng Việt

ភាសាជប៉ុន

## HELPFUL PHONE NUMBERS

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

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

Internet Access to Agendas - [www.metro.net](http://www.metro.net)

TDD line (800) 252-9040

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

**CALL TO ORDER**

**ROLL CALL**

1. APPROVE Consent Calendar Items: 2, 5, 6, 7, 8, 15, 18, 19, 23, 27, 29, 30, 31, 32, 37, 43, 46, 49.

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

**CONSENT CALENDAR**

2. **SUBJECT: MINUTES** [2018-0442](#)

**RECOMMENDATION**

APPROVE Minutes of the Regular Board Meeting held June 28, 2018.

**Attachments:** [June 28, 2018 RBM MINUTES](#)

**AD HOC CONGESTION, HIGHWAY AND ROADS COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):**

5. **SUBJECT: MEASURE R HIGHWAY OPERATIONAL IMPROVEMENTS PROGRAM - LAS VIRGENES MALIBU SUBREGION** [2018-0428](#)

**RECOMMENDATION**

CONSIDER:

- A. APPROVING project list change for Measure R Line 32 Highway Operational Improvements in Las Virgenes Malibu Subregion; and
- B. AUTHORIZING the CEO or his designee to negotiate and execute all necessary agreements for the approved project.

**Attachments:** [Attachment A - Measure R Highway Operational Impvts Program](#)

**AD HOC CONGESTION, HIGHWAY AND ROADS COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0-1):**

6. **SUBJECT: PLANS, SPECIFICATIONS AND ESTIMATES (PS&E) FOR SR-57/SR-60 INTERCHANGE IMPROVEMENTS** [2018-0238](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO) to execute a three-year, firm fixed price Contract No. AE51890000 to WKE, Inc. in the amount of \$21,771,625 for Architectural and Engineering (A&E) services for the

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preparation of Plans, Specifications and Estimates (PS&E) for SR-57/SR-60 Interchange Improvements, subject to resolution of protest(s), if any.

**Attachments:**      [Attachment A - Procurement Summary.pdf](#)  
                              [Attachment B - DEOD Summary.pdf](#)  
                              [Attachment C - Project Location Map](#)

7.    **SUBJECT:      FISCAL YEAR 2018 - THIRD QUARTER YEAR-TO-DATE      [2018-0351](#)**  
                              **(YTD) FINANCIAL AND PERFORMANCE REPORT**

**RECOMMENDATION**

RECEIVE AND FILE the Fiscal Year 2018 (FY18) Third Quarter Year-To-Date Financial and Performance Report.

8.    **SUBJECT:      CONSOLIDATED AUDIT FOR FISCAL YEAR 2017      [2018-0412](#)**

**RECOMMENDATION**

RECEIVE AND FILE the Consolidated Audit financial and compliance audit reports completed by Vasquez and Company (Vasquez) and Simpson and Simpson, CPA's (Simpson & Simpson) for the Fiscal Year ending June 30, 2017.

**Attachments:**      [Attachment A - Prop A & C Vasquez](#)  
                              [Attachment B - Prop A & C Simpson](#)  
                              [Attachment C - MR Vasquez](#)  
                              [Attachment D - MR Simpson](#)

15. **SUBJECT:      SENATE BILL 1 ACCOUNTABILITY MEASURES      [2018-0291](#)**

**RECOMMENDATION**

RECEIVE AND FILE report on Accountability Guidelines and the Baseline Agreements required by the California Transportation Commission (CTC) for seven projects awarded SB-1 grant funding on May 16, 2018.

**Attachments:**      [Attachment A - SB 1 Projects Requiring Baseline Agreements](#)  
                              [Attachment B - CTC Baseline Agreement Template](#)  
                              [Attachment C - Provisions for Timely Use of Funds in SB-1 Program Guidelines](#)

18. **SUBJECT:      METRO BIKE SHARE      [2018-0441](#)**

**RECOMMENDATION**

RECEIVE oral report on Metro Bike Share.

**Attachments:**      [Presentation](#)

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19. SUBJECT: TRANSIT ORIENTED DEVELOPMENT PLANNING GRANT PROGRAM [2018-0104](#)

**RECOMMENDATION**

RECEIVE AND FILE report on the Transit Oriented Development Planning Grant Program.

**Attachments:** [Attachment A - TOD Planning Grants Status Report](#)

23. SUBJECT: CRENSHAW NORTHERN EXTENSION [2018-0236](#)

**RECOMMENDATION**

RECEIVE AND FILE the Crenshaw Northern Extension Feasibility/Alternatives Analysis Study Report (Attachment D).

**Attachments:** [Attachment A - Map of Crenshaw Northern Extension Alternatives](#)  
[Attachment B - Capital Costs: Range of Alternatives](#)  
[Attachment C - Alternatives Performance Table](#)  
[Attachment D - Crenshaw Northern Extension Feasibility/Alternatives Analysis F](#)

**OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0):**

27. SUBJECT: TECHNICAL CONSULTANT FOR ZERO EMISSION BUS (ZEB) PROGRAM MASTER PLAN [2017-0782](#)

**RECOMMENDATION**

CONSIDER:

- A. AWARDING a cost plus fixed fee Contract No. PS51220 to ZEBGO Partners, JV for technical consultant services for the Zero Emission Bus (ZEB) Program Master Plan, in the not-to-exceed amount of \$7,139,376 for a period of performance of up to 21 months from issuance of a Notice-to-Proceed (NTP), subject to resolution of protest(s), if any; and
- B. AMENDING the FY19 budget by \$6,111,500 for anticipated contract expenses.

**Attachments:** [Attachment A - Procurement Summary](#)  
[Attachment B - DEOD Summary](#)  
[Attachment C - Board Motion](#)

**OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0):**

- 29. SUBJECT: METRO RED LINE UNINTERRUPTIBLE POWER SUPPLY (UPS)** [2018-0069](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award a 60-month, indefinite delivery indefinite quantity Contract No. OP36847000 to Tristar Power Solutions LLC, the lowest responsive and responsible bidder for Metro Red Line (MRL) Uninterruptible Power Supplies for a total not to exceed amount of \$1,004,000 inclusive of sales tax and subject to resolution of protest(s), if any.

**Attachments:** [Attachment A - Expenditure Plan CP205106](#)  
[Attachment B - Procurement Summary](#)  
[Attachment C - DEOD Summary](#)

**OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0):**

- 30. SUBJECT: SYNTHETIC TRANSMISSION OIL** [2018-0289](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award a two-year, firm fixed unit rate Contract No. MA51203000 to Jamison Professional Services, the lowest responsive and responsible bidder for Synthetic Transmission Oil. The Contract first year base amount is \$748,348, inclusive of sales tax, and the second year contract amount is \$748,349, inclusive of sales tax, for a total contract value of \$1,496,697, 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 (3-0):**

- 31. SUBJECT: TURBOCHARGERS** [2018-0342](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award a two year, indefinite delivery/indefinite quantity Contract No. MA4913000 to Diesel Exhaust & Emissions LLC, the lowest responsive and responsible bidder for bus turbocharger assemblies. The award is for a base year not-to-exceed amount of \$780,918, inclusive of sales tax, and a one year Option for a not-to-exceed amount of \$796,160, inclusive of sales tax, for a total not-to-exceed contract value of \$1,577,078, 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 (3-0):**

**32. SUBJECT:      MEMBERSHIP ON METRO SERVICE COUNCILS**

[2018-0366](#)

**RECOMMENDATION**

APPROVE nominees for membership on Metro's Service Councils.

Attachments:      [Attachment A - Qualifications & Bios](#)  
[Attachment B - Nomination Letters](#)

**OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0):**

**37. SUBJECT:      BIOMETHANE/RENEWABLE NATURAL GAS**

[2018-0368](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. RECEIVE AND FILE the results of the one year pilot for the use of biomethane fuel at Bus Division 5;
- B. EXPAND the use of biomethane fuel from Division 5 to all Metro Bus Divisions;
- C. EXERCISE Contract Modification No. 3 to Indefinite Delivery/Indefinite Quantity Contract No. OP7396000 with Clean Energy Renewables to exercise a single four- year Option in the amount of \$54,808,110 to provide Biomethane Gas for all Metro Bus Divisions, increasing the total contract value from \$1,240,520 to \$56,048,630, and extending the term of the contract from August 1, 2018 to July 31, 2022; and
- D. EXECUTE individual Task Orders (Transaction Confirmations) and changes within the Board approved contract amount.

Attachments:      [Attachment A - Procurement Summary](#)  
[Attachment B - Contract Modification Log](#)  
[Attachment C - DEOD Summary](#)

**CONSTRUCTION COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0):**

- 43. SUBJECT: EXPOSITION METRO LINE CONSTRUCTION AUTHORITY CLOSEOUT AND DISSOLUTION** [2018-0388](#)

**RECOMMENDATION**

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to execute the Memorandum of Understanding (MOU) between the Los Angeles County Metropolitan Transportation Authority (Metro) and the Exposition Metro Line Construction Authority (Authority) for closeout of the Expo Phases 1 and 2 Projects (Attachment A);
- B. AUTHORIZING distribution of the remaining balance of estimated unused project funds as of June 2018 in the amount of \$216,600,000 (\*), in accordance with the Funding Agreement (Attachment B) from Expo accounts to Metro accounts for allocation and use as follows:
1. \$11,500,000 to be distributed for the Metro Blue Line Track & System Refurbishment Project (CP 205115);
  2. \$5,100,000 to be distributed for Expo project close-out items; and
  3. \$200,000,000 distributed to the Metro Westside Purple Line Project, Section 2; and
- C. ADOPTING Board Resolution to accept the Delegation of Plan Administration (Attachment C) of the Expo Construction Authority Public Agency Retirement System (PARS) retirement plan.

**Attachments:** [Attachment A – Expo MOU for Closeout of Expo 1 and 2](#)  
[Attachment B – Funding Agreement](#)  
[Attachment C – PARS Resolution Accepting Delegation of Expo Pension Plan](#)  
[Attachment D – Certification Letter for Turnback Notice](#)

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

- 46. SUBJECT: REGIONAL PLANNING AND COORDINATION AGREEMENTS** [2018-0453](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute Memorandums of Understanding with the Riverside County Transportation Commission (RCTC) and the Orange County Transportation Authority (OCTA) for its regional multi-modal planning efforts.

- Attachments:      [Attachment A - Staff Analysis](#)  
[Attachment B - MTA.RCTC MOU \(2018-06-29\)](#)  
[Attachment C - MTA.OCTA Signed MOU \(2017-11-2\)](#)

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

**49. SUBJECT: FEDERAL LEGISLATION** [2018-0433](#)

**RECOMMENDATION**

ADOPT staff recommended positions:

- A. House Resolution 6016 (Napolitano) - Bus Operator and Pedestrian Protection Act **SUPPORT WORK WITH AUTHOR**
  
- B. House Resolution 3305 (Blumenauer) - The Bikeshare Transit Act of 2017 **SUPPORT**

- Attachments:      [Attachment A - HR 6016 \(Napolitano\)](#)  
[Attachment B - HR 3305 \(Blumenauer\)](#)

**NON-CONSENT**

**3. SUBJECT: REPORT BY THE CHAIR** [2018-0472](#)

**RECOMMENDATION**

RECEIVE report by the **Chair**.

**4. SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER** [2018-0473](#)

**RECOMMENDATION**

RECEIVE report by the **Chief Executive Officer**.

**9. SUBJECT: GENERAL LIABILITY CLAIMS ADMINISTRATION SERVICES** [2018-0241](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute Modification No. 5 to Contract No. PS05312717, with Carl Warren & Company (CWC), for general liability claims administration services, to exercise the second, three-year option in the amount of \$7,867,714 increasing the total contract value from \$18,028,927 to \$25,896,641 and extending the contract term from November 1, 2018 to October 31, 2021.







20. SUBJECT: COUNTYWIDE CALL FOR PROJECTS

[2018-0137](#)

**RECOMMENDATION**

CONSIDER:

- A. RECERTIFYING \$161.1 million in existing Fiscal Year (FY) 2018-19 commitments from previously approved Countywide Call for Projects (Call) and AUTHORIZING the expenditure of funds to meet these commitments as shown in Attachment A;
- B. DEOBLIGATING \$9.6 million of previously approved Call funding, as shown in Attachment B, and hold in RESERVE;
- C. REALLOCATING \$5.3 million Call funds originally programmed to the City of Los Angeles: 1) Foothill Boulevard and Sierra Highway Intersection Improvement (#F3144), 2) Highland Avenue Widening-Odin Street to Franklin Avenue (#F3146), and 3) Sherman Way Widening Between Whitsett Avenue to Hollywood Freeway (#F7125) projects to the City of Los Angeles San Fernando Road Bike Path Phase Phase IIIA and IIIB Construction Project (#F1524 and F3515);
- D. AUTHORIZING the CEO to:
  - 1. negotiate and execute all necessary agreements and/or amendments for previously awarded projects; and
  - 2. amend the FY 2018-19 budget, as necessary, to include the 2018 Countywide Call Recertification and Extension funding in the Subsidies budget; and
- E. RECEIVING AND FILING:
  - 1. time extensions for the 56 projects shown in Attachment D;
  - 2. reprogram for the eight projects shown in Attachment E; and
  - 3. an update on future countywide Call considerations.

**Attachments:**      [Attachment A - FY 2018-19 Countywide Call Recertification](#)  
[Attachment B - FY 2017-18 Countywide Call Deobligation](#)  
[Attachment C - Background Discussion of Each Recommendation](#)  
[Attachment D - FY 2017-18 Countywide Call Extension](#)  
[Attachment E - FY 2017-18 Countywide Call Reprogram](#)  
[Attachment F - Result of TAC Appeals Process](#)

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21. SUBJECT: EXPO/CRENSHAW STATION JOINT DEVELOPMENT PROJECT [2018-0140](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO) to execute an Exclusive Negotiation Agreement and Planning Document (ENA) with Watt Companies, doing business as WIP-A, LLC (Developer) and the County of Los Angeles (County) for the development of 1.77 acres of Metro-owned property and 1.66 acres of County-owned property at the Expo/Crenshaw Station (Site), for 18 months with the option to extend up to 30 months.

**Attachments:** [Attachment A - Site Map](#)  
[Attachment B - Development Progress Summary](#)  
[Presentation](#)

22. SUBJECT: MEASURE R AND MEASURE M COST MANAGEMENT POLICY [2018-0187](#)

**RECOMMENDATION**

ADOPT the revised Measure R and new Measure M Cost Management Policy (Attachment A).

**Attachments:** [Attachment A - Revised Cost Management Policy for Measure R and M Projects](#)

24. SUBJECT: ORANGE LINE BUS RAPID TRANSIT (BRT) IMPROVEMENTS [2018-0246](#)

**RECOMMENDATION**

CONSIDER:

A. APPROVING:

1. A conceptual project description (the Project) including:
  - a. Gating at up to 35 at-grade crossings between the North Hollywood and Chatsworth Stations;
  - b. Grade separation and Bus Rapid Transit (BRT) aerial station at Van Nuys Boulevard, with closure of Tyrone Avenue;
  - c. Grade separation and BRT aerial station at Sepulveda Boulevard; and
  - d. Grade separated Class I bicycle/pedestrian overcrossings at Van Nuys and Sepulveda Boulevards, while maintaining an at-grade,



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necessary third-party and other related agreements.

Attachments:      [Attachment A - B2R Double Track Project Presentation](#)

**OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE FORWARDED THE FOLLOWING DUE TO ABSENCES AND CONFLICTS:**

- 28. SUBJECT: CONSULTING SERVICES FOR BUS CONTRACTS - PROJECT CONTROL SUPPORT** [2017-0810](#)

**RECOMMENDATION**

AWARD a cost plus fixed fee Contract No. PS50321 for consulting services for bus contracts, and project control support to Capitol Government Contract Specialists (Capitol GCS), in the not-to-exceed amount of \$1,884,286, for a period of up to 30 months from issuance of a Notice-to-Proceed (NTP), in support of the current bus acquisition contracts, subject to resolution of protest(s), if any.

Attachments:      [Attachment A - Procurement Summary](#)  
[Attachment B - DEOD Summary](#)

**CONSTRUCTION COMMITTEE FORWARDED THE FOLLOWING DUE TO ABSENCES AND CONFLICTS**

- 38. SUBJECT: PASADENA SUBDIVISION SHARED USE AGREEMENT FOR THE GOLD LINE FOOTHILL EXTENSION PHASE 2B** [2018-0399](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute an amendment to the Pasadena Subdivision Shared Use Agreement (SUA) with BNSF Railway Company ("BNSF") for the Gold Line Foothill Extension Phase 2B Project (Attachment A).

Attachments:      [Attachment A - Proposed Amendment to Shared Use Agreement](#)  
[Attachment B – Pasadena Subdivision Section Shared Use Agreement](#)

**CONSTRUCTION COMMITTEE FORWARDED THE FOLLOWING DUE TO ABSENCES AND CONFLICTS**

- 42. SUBJECT: CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR METRO RAIL PROJECTS** [2018-0244](#)

**RECOMMENDATION**

AUTHORIZE:

- 
- A. an increase to the total authorized funding for Contract No. PS601830026445 with Destination Enterprises, Inc., for pending and future task orders to provide Construction Management Support Services (CMSS), in an amount not to exceed \$6,123,000 increasing the total contract value from \$3,000,000 to \$9,123,000; and
  - B. the Chief Executive Officer to execute individual Task Orders (TOs) and Contract Modifications within the Board approved contract funding amount.

**Attachments:**        [Attachment A - Procurement Summary](#)  
                                  [Attachment B - Contract Task Order - Modification Log](#)  
                                  [Attachment C - DEOD Summary \(CMSS\)](#)

**END OF NON-CONSENT ITEMS**

**50. SUBJECT:    CLOSED SESSION**

[2018-0474](#)

**RECOMMENDATION**

CLOSED SESSION:

- A. Conference with Legal Counsel - Existing Litigation - G.C. 54956.9(d)(1)
  - 1. Gregory Bradoch v. LACMTA, et al., LASC Case No. BC615756
  - 2. Gemma Darrough, Erica Darrough v. LACMTA, et al., LACMTA Case No. BC603524
- B. Conference with Real Property Negotiator - G.C. 54956.8

Property Description: 1119-1137 E. Redondo Blvd.  
                                  Inglewood, CA 90302  
Agency Negotiator: Velma C. Marshall or designee  
Negotiating Party: Union Equity, C.T., Inc.  
Under Negotiation: Price and Terms

**SUBJECT:    GENERAL PUBLIC COMMENT**

[2018-0475](#)

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





**Board Report**

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**File #:** 2018-0442, **File Type:** Minutes

**Agenda Number:** 2.

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**REGULAR BOARD MEETING  
JULY 26, 2018**

**SUBJECT: MINUTES**

**RECOMMENDATION**

APPROVE Minutes of the Regular Board Meeting held June 28, 2018.

# Metro

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



**Metro**

Los Angeles, CA

## MINUTES

Thursday, June 28, 2018

10:00 AM

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

### **Board of Directors - Regular Board Meeting**

**DIRECTORS PRESENT:**

Eric Garcetti, Chair  
Sheila Kuehl, Vice Chair  
James Butts, 2nd Vice Chair  
Kathryn Barger  
Mike Bonin  
Jacquelyn Dupont-Walker  
John Fasana  
Robert Garcia  
Janice Hahn  
Ara Najarian  
Mark Ridley-Thomas  
Hilda Solis  
Carrie Bowen, non-voting member  
Phillip A. Washington, Chief Executive Officer

**CALLED TO ORDER: 10:12 a.m.**

**ROLL CALL**

1. APPROVED Consent Calendar Items: 2, 5, 6, 7, 8, 10, 11, 13, 16, 17, 19, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 37, 44, 42, 43, 45, 47, 48, 50, 51, 52, 53, 54, and 58.

Consent Calendars items were approved with one motion except for items 24, 41, and 58 which were held by a Director for discussion and/or separate action.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	A	Y

2. **SUBJECT: MINUTES** **2018-0347**

APPROVED ON CONSENT CALENDAR Minutes of the Regular Board Meeting held May 24, 2018.

3. **SUBJECT: REPORT BY THE CHAIR** **2018-0416**

RECEIVED report by the **Chair**.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	P	P	P	P	P	P	P	P	P	A	A	P

4. **SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER** **2018-0417**

RECEIVED report by the **Chief Executive Officer**.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	P	P	P	P	P	P	P	P	P	P	P	P

5. **SUBJECT: EXCESS LIABILITY INSURANCE PROGRAM** **2018-0239**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to negotiate and purchase excess liability insurance policies with up to \$300 million in limits and an \$8 million self-insured retention at a cost not to exceed \$4.5 million for the 12-month period effective August 1, 2018 to August 1, 2019.

PK = P. Krekorian	HS = H. Solis	KB = K. Barger	RG = R. Garcia
JF = J. Fasana	JB = J. Butts	JDW = J. Dupont-Walker	R
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

**6. SUBJECT: CONSOLIDATED AUDIT FOR FISCAL YEARS 2016-20 2018-0271**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to execute Modification No. 3 to Contract No. PS4488900, with Vasquez & Company, LLP for Package A of the Fiscal Years (FY) 2016-2020 to provide financial and compliance Measure M audits in the amount of \$402,912 increasing the contract value from \$2,357,296 to \$2,760,208.

**7. SUBJECT: PROPOSITION A AND PROPOSITION C LOCAL 2018-0270  
RETURN CAPITAL RESERVES**

APPROVED UNDER CONSENT CALENDAR:

- A. ESTABLISHING Proposition A and Proposition C Local Return funded Capital Reserve Account(s) for the Cities of Covina, Hidden Hills, La Mirada, Lawndale, San Dimas, Santa Monica, and Signal Hill, as described in Attachment A;
- B. four year extension of Proposition A and Proposition C Local Return Capital Reserve Account(s) for the Cities of El Monte, Lomita, and Redondo Beach, as described in Attachment A;
- C. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements between the Los Angeles County Metropolitan Transportation Authority (LACMTA) and the Cities in Attachment A for their Capital Reserve Accounts as approved.

**8. SUBJECT: TRANSPORTATION DEVELOPMENT ACT (TDA) 2018-0211  
ARTICLE 8 FUND PROGRAM**

ADOPTED UNDER CONSENT CALENDAR:

- A. Findings and Recommendations (Attachment A) for allocating fiscal year (FY) 2018-19 Transportation Development Act (TDA) Article 8 funds estimated at \$25,832,364 as follows:
  - 1. In the City of Avalon there are no unmet transit needs that are reasonable to meet, therefore TDA Article 8 funds (Attachment B) in the amount of \$148,677 may be used for street and road projects, or transit projects, as described in Attachment A;

2. In the Cities of Lancaster and Palmdale, there are no unmet transit needs that are reasonable to meet; in the Cities of Lancaster and Palmdale and the unincorporated portions of North County transit needs can be met through using other existing funding sources. Therefore, the TDA Article 8 funds in the amount of \$6,310,964 and \$6,342,355 (Lancaster and Palmdale, respectively) may be used for street and road purposes and/or transit, as long as their transit needs continue to be met;
3. In the City of Santa Clarita, there are no unmet transit needs that are reasonable to meet; in the City of Santa Clarita, and the unincorporated portions of the Santa Clarita Valley, existing transit needs can be met through the recommended actions using other funding sources. Therefore, TDA Article 8 funds in the amount of \$8,651,483 for the City of Santa Clarita may be used for street and road and/or transit, as long as their transit needs continue to be met;
4. In the Los Angeles County Unincorporated areas of North County, the areas encompassing both the Antelope Valley and the Santa Clarita Valley, transit needs are met with other funding sources, such as Proposition A and Proposition C Local Return. Therefore, TDA Article 8 funds in the amount of \$4,378,886 may be used for street and road purposes and/or transit, as long as their transit needs continue to be met; and

B. A resolution (Attachment C) making a determination of unmet public transportation needs in the areas of Los Angeles County outside the Metro service area.

9. **SUBJECT: LOW INCOME FARE IS EASY (LIFE) PROGRAM** **2018-0087**

RECEIVED AND FILED an update on the outreach activities, including on-site events, for the LIFE Program.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	Y	A	Y	A	A	Y	Y	Y	Y	A

**10. SUBJECT: FISCAL YEAR 2019 TRANSIT FUND ALLOCATIONS**

**2018-0193**

**APPROVED ON CONSENT CALENDAR:**

- A. \$2.3 billion in FY 2019 Transit Fund Allocations for Los Angeles County jurisdictions, transit operators and Metro operations as shown in Attachment A. These allocations comply with federal, state and local regulations and LACMTA Board approved policies and guidelines;
- B. fund exchange in the amount of \$6.0 million of Santa Monica's Big Blue Bus' FY 2019 Federal Section 5307 formula share allocation with Metro's TDA Article 4 allocation;
- C. fund exchange of Federal Section 5307 discretionary fund awarded to the Southern California Regional Transit Training Consortium (SCRTTC) through Long Beach Transit in the amount of \$300,000 with Metro's TDA Article 4 allocation;
- D. fund exchanges in the amount totaling \$11.4 million of Metro's Federal Section 5307 share with Municipal Operators' shares of Federal Sections 5337 and 5339;
- E. AUTHORIZING the Chief Executive Officer to adjust FY 2019 Federal Section 5307 (Urbanized Formula), Section 5339 (Bus and Bus Facilities) and Section 5337 (State of Good Repair) allocations upon receipt of final apportionments from the Federal Transit Authority and amend FY 2019 budget as necessary to reflect the aforementioned adjustment;
- F. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements to implement the above funding programs;
- G. ADOPTING a resolution designating Transportation Development Act (TDA) and State Transit Assistance (STA) fund allocations are in compliance with the terms and conditions of the allocations (Attachment D); and
- H. amendment to the FY 2018 State Transit Assistance Fund Allocations and Senate Bill 1 Transit Formula Fund allocations (Attachment B).

**11. SUBJECT: FY 2018-19 METROLINK ANNUAL WORK PROGRAM  
BUDGET**

**2018-0332**

**APPROVED ON CONSENT CALENDAR:**

- A. the Los Angeles County Metropolitan Transportation Authority's (LACMTA) share of the Southern California Regional Rail Authority's (SCRRA) FY 2018-19 Budget Transmittal dated April 30, 2018, Annual Work Program totaling \$125,508,211 for programs as detailed in Attachment A;
- B. REPROGRAMMING the use of \$10,360,333 in Deferred Revenue to fund LACMTA's share of costs detailed in Attachment A;
- C. REPROGRAMMING the use of \$5,000,000 in TVM funds to fund a portion of LACMTA's share of costs detailed in Attachment A;
- D. the Conceptual Design Study for Tunnel 25 in the amount of \$750,000.
- E. EXTENDING the lapsing dates for funds previously allocated to SCRRA for the Rehabilitation and Renovation Program as follows:
  - 1. FY 2013-14 from June 30, 2018 to June 30, 2019 - \$28,750
  - 2. FY 2014-15 from June 30, 2018 to June 20, 2019 - \$1,177,032
- F. the FY19 Transfers to Other Operators payment rate of \$1.10 per boarding to LACMTA and an EZ Pass reimbursement cap to LACMTA of \$5,592,000; and
- G. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements between LACMTA and the SCRRA for the approved funding.

**12. SUBJECT: ACCESS SERVICES PROPOSED FISCAL YEAR 2019  
BUDGET**

**2018-0207**

**APPROVED:**

- A. local funding request for Access Services (Access) in an amount not to exceed \$90,599,512 million for FY19. This amount includes:
  - Operating and Capital funds in the amount of \$88.3 million, and
  - Funds paid directly to Metrolink for its participation in Access' Free Fare Program in the amount of \$2.2 million

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B. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements to implement the above funding programs.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	A	Y	Y	A	A	Y	Y	Y	Y	Y

13. SUBJECT: FY19 AUDIT PLAN

2018-0336

ADOPTED ON CONSENT CALENDAR the FY19 Proposed Audit Plan.

15. SUBJECT: STATE LEGISLATION

2018-0357

~~ADOPT~~ staff recommended positions:

~~A. Assembly Bill 533 (Holden) – State Highway Route 710 – **OPPOSE UNLESS AMENDED**~~

**APPROVED FASANA MOTION** that Metro support the relinquishment of the stubs north of I-10 and south of the I-210/SR-134.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	A	Y	Y	Y	A	Y	Y	Y	A	A

ADOPTED staff recommended positions:

B. Assembly Bill 1912 (Rodriguez), as amended - Public Employees' Retirement: Joint Powers Agreements: Liability **OPPOSE UNLESS AMENDED**

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	A	Y	Y	Y	A	Y	Y	ABS	A	A

C. Assembly Bill 327 (Gipson) - South Coast Air Quality Management District: fleets **OPPOSE UNLESS AMENDED**

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	A	Y	Y	Y	A	Y	Y	Y	A	A



**16. SUBJECT: METRO VISION 2028 PLAN 2018-0356**

ADOPTED ON CONSENT CALENDAR the Metro Vision 2028 Plan.

**17. SUBJECT: FEDERAL TRANSIT ADMINISTRATION 2018-0323  
DISADVANTAGED BUSINESS ENTERPRISE OVERALL  
GOAL**

APPROVED ON CONSENT CALENDAR 27% Disadvantaged Business Enterprise (DBE) overall goal for Federal Fiscal Years (FFY) 2019 - 2021 for contracts funded, in whole or in part with Federal Transit Administration (FTA) funds.

**19. SUBJECT: METRO'S PHOTO ENFORCEMENT PROGRAM 2018-0020**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to negotiate and execute necessary modifications to Contract No. PS68103079 with Conduent State and Local Solutions, Inc. (Conduent), formerly Xerox State and Local Solutions, for Metro's Red Light Photo Enforcement (RLPE) installation and maintenance services and return to the Board no later than January 2019 with a recommendation to immediately reprocure if Conduent fails to substantially mitigate its SBE underpayments, or to recommend awarding the balance of the first two-year option if Conduent materially remediates its first four years of SBE payment shortfall. The 6-month period of contract performance between July 1, 2018 and December 31, 2018 shall not exceed \$1,051,836, increasing the total contract value from \$14,118,098 to \$15,169,934.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
		C					C	C				

**21. SUBJECT: LOS ANGELES UNION STATION FORECOURT 2018-0260  
AND ESPLANADE IMPROVEMENTS**

APPROVED ON CONSENT CALENDAR:

- A. EXECUTING Modification No. 9 to Task Order No. PS2999200FFO2TO1 under Contract No. PS4010-3041-FF-XX, with Kleinfelder, Inc., for the Union Station Master Plan (USMP), to provide additional environmental services in the amount of \$58,293.80 increasing the Total Task Order Value from \$1,079,936.79 to \$1,138,230.59; and

(Continued on next page)

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- B. INCREASING Contract Modification Authority (CMA) for Task Order No. PS2999200FFO2TO1 for USMP by \$250,000, from \$250,000 to \$500,000, in support of additional services related to the Project.

**22. SUBJECT: CONGESTION MANAGEMENT PROGRAM OPT-OUT 2018-0122**

APPROVED ON CONSENT CALENDAR initiating the process for Metro and all Los Angeles County local jurisdictions to opt out of the California Congestion Management Program (CMP), in accordance with State CMP statute.

**23. SUBJECT: FEDERAL FUNDING EXCHANGE WITH COUNTY OF LOS ANGELES ON STATE ROUTE 126/COMMERCE CENTER DRIVE INTERCHANGE PROJECT 2018-0282**

APPROVED ON CONSENT CALENDAR the amendment of the repayment schedule of federal Surface Transportation Program-Local (STP-L) funds with non-federal funds of the Exchange Agreement between the County of Los Angeles (County) and the Los Angeles County Metropolitan Transportation Authority (Metro) for the State Route 126/Commerce Center Drive Interchange Project, as shown in Attachment A.

**24. SUBJECT: EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR 2017-0798**

APPROVED:

- A. the Locally Preferred Alternative (LPA) as Alternative #4 (modified): At-grade Light Rail Transit (LRT) with the Rail Maintenance and Storage Facility Option B;

B. AUTHORIZING the Chief Executive Officer to:

- 1. EXECUTE Modification No. 16 to Contract No. PS4370-2622 with KOA Corporation (KOA) to exercise Option B for the Project's Final Environmental Impact Statement/Report (EIS/EIR) in the amount of \$699,255, increasing the total contract value from \$5,559,918 to \$6,259,173;

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2. EXECUTE Modification No. 17 to Contract No. PS4370-2622 with KOA for technical analysis including advanced conceptual engineering (ACE), first/last mile planning, a connectivity study with the Metro Orange Line and grade crossing safety analysis in support of an at-grade LRT Alternative #4, in the amount of \$2,021,013, increasing the total contract value from \$6,259,173 to \$8,280,186; and
3. INCREASE Contract Modification Authority (CMA) specific to Contract No. PS4370-2622 in the amount of \$400,000, increasing the total amount from \$1,039,443 to \$1,439,443.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	A	Y	Y	C	Y	A	Y	Y	Y	C

**25. SUBJECT: ARTS DISTRICT/6TH STREET STATION 2018-0360**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer (CEO) to enter into a funding agreement with the City of Los Angeles to undertake pre-design activities, prepare an Environmental Impact Report (EIR) and conduct public engagement for a potential Arts District/6th Street Station for an amount of \$500,000.

**26. SUBJECT: TRANSIT ORIENTED COMMUNITIES POLICY 2018-0168**

APPROVED ON CONSENT CALENDAR:

- A. the Transit Oriented Communities Policy (Attachment A); and
- B. DIRECTING staff to develop a TOC Implementation Plan including metrics, and report back to the Board with the Implementation Plan in 18 months.

**27. SUBJECT: FENCE REPAIR AND INSTALLATION SERVICES FOR METRO RAIL RIGHTS-OF-WAY, FACILITIES AND PARCEL PROPERTIES 2018-0208**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

- A. Execute Modification No. 2 to Contract No. OP4056400OP with APW Construction Inc., DBA Ace Fence Co., for Metro Rail Facilities Fence Repair and Installation services, in the amount of \$1,250,000, increasing the not-to-exceed three-year base contract value from \$1,000,800 to \$2,250,800, and

(Continued on next page)

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- B. Execute Modification No. 3 to Contract No. OP4056400OP with APW Construction Inc., DBA Ace Fence Co., for Metro Rail Facilities Fence Repair and Installation services, to exercise and increase the value of option year one in the amount of \$250,000, from \$343,200 to \$593,200, and extending the contract term from April 1, 2019 to March 31, 2020.

These two Modifications will increase the total contract value from \$1,000,800 to \$2,844,000.

**28. SUBJECT: P3010, LIGHT RAIL VEHICLE PROCUREMENT 2018-0226  
CONTRACT KINKISHARYO**

APPROVED ON CONSENT CALENDAR Modification No. 32 to Contract No. P3010 with Kinkisharyo International, LLC for two Request for Changes (RFC): RFC No. 7 to revise the sandbox location for a firm fixed price of \$2,551,782.56, and RFC No. 19 to add reflective decal labels for a firm fixed price of \$1,123,644.61, for a combined firm fixed amount of \$3,675,427.17, increasing the total Contract value from \$920,964,842.19 to \$924,640,269.36. The Contract increase is within the Life of Project Budget.

**29. SUBJECT: GRAFFITI ABATEMENT, LANDSCAPE AND IRRIGATION 2018-0203  
MAINTENANCE, AND TRASH AND VEGETATION  
REMOVAL SERVICES**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

- A. EXECUTE Modification No. 4 to Contract No. OP3569100, for Region 1 with Woods Maintenance Services, Inc., to provide graffiti abatement, landscape and irrigation maintenance, and trash and vegetation removal services throughout Metro Red Line (MRL), Metro Purple Line, Metro Orange Line (MOL), inactive rights-of-way (IROWs) and various bus and rail locations within the geographical area specified as Region 1, to exercise option year one in the amount of \$5,462,340, increasing the total contract not-to-exceed amount from \$16,622,414.50 to \$22,084,754.50 and extending the contract term from October 1, 2018 to September 30, 2019;

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- B. EXECUTE Modification No. 3 to Contract No. OP3635700, for Region 2 with Parkwood Landscape Maintenance, Inc., to provide graffiti abatement, landscape and irrigation maintenance, and trash and vegetation removal services throughout Pasadena Gold Line (PGL), IROWs and various bus and rail locations within the geographical area specified as Region 2, to exercise and increase the value of option year one by \$883,645 from \$4,352,459 to \$5,236,104, thereby increasing the total contract not-to-exceed amount from \$14,870,140 to \$20,106,244 and extending the contract term from October 1, 2018 to September 30, 2019;
- C. EXECUTE Modification No. 2 to Contract No. OP3569500, for Region 3 with Woods Maintenance Services, Inc., to provide graffiti abatement, landscape and irrigation maintenance, and trash and vegetation removal services throughout Metro Expo Line (Expo), Metro Green Line (MGL), IROWs and various bus and rail locations within the geographical area specified as Region 3, to exercise and increase the value of option year one by \$1,396,884 from \$5,575,764 to \$6,972,648, thereby increasing the total contract not-to-exceed amount from \$20,415,550 to \$27,388,198 and extending the contract term from October 1, 2018 to September 30, 2019; and
- D. EXECUTE Modification No. 4 to Contract No. OP3638300, for Region 4 with Parkwood Landscape Maintenance, Inc., to provide graffiti abatement, landscape and irrigation maintenance, and trash and vegetation removal services throughout Metro Blue Line (MBL), Harbor Transitway (HTW), IROWs and various bus and rail locations within the geographical area specified as Region 4, to exercise option year one in the amount of \$4,141,657, increasing the total contract not-to-exceed amount from \$12,035,187 to \$16,176,844 and extending the contract term from October 1, 2018 to September 30, 2019.

**30. SUBJECT: NEAR ZERO NATURAL GAS FUELED ENGINES**

**2018-0265**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to execute Modifications Nos. 1 and No. 2 to Contract No. MA39865000, with Cummins Pacific, LLC, for Near Zero Emission Natural Gas Fueled Engines, to exercise Option 1 in the amount of \$11,296,774 and Option 2 in the amount of \$7,064,518, increasing the total contract value from \$8,160,522 to \$26,521,814, inclusive of sales tax.

**31. SUBJECT: ENTERPRISE SAFETY MANAGEMENT SYSTEM**

**2018-0131**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a twelve-month, firm-fixed price Contract No. PS43249000 to Cority Software Inc. in the amount of \$1,292,925.80 to develop, configure, integrate, and implement a new Enterprise Safety Management System (ESMS), subject to resolution of protest (s) if any. The ESMS will capture all accident, incident, and injury data and be used to produce state and federal regulatory reports.

**32. SUBJECT: FIRE-LIFE SAFETY SYSTEMS TESTING AND 2018-0272  
CERTIFICATION SERVICES**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to execute Modification No. 3 to Contract No. OP5766200 with Link-Nilsen Corp., for Fire-Life Safety Systems Testing and Certification services in the amount of \$1,360,000 increasing the not-to-exceed three-year base contract value from \$1,623,895.90 to \$2,983,895.90.

**33. SUBJECT: MEMBERSHIP ON METRO SERVICE COUNCILS**

**2018-0008**

APPROVED ON CONSENT CALENDAR nominees for membership on Metro's Service Councils.

**37. SUBJECT: TAP FAREBOX AND STATION VALIDATOR UPGRADE 2018-0213  
PROJECT UPDATE, BUDGET, AND SCHEDULE**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

- A. ESTABLISH a Life-of-Project budget of \$45,000,000 for the purchase of bus farebox and station validator hardware and installation, and necessary software upgrades. The \$45,000,000 will provide funding for the subsequent contract recommendations (Items B to F);
- B. AWARD sole source Contract No. PS53915000 to Genfare SPX, Inc., as the original equipment manufacturer, for procurement of bus farebox, motherboard, farebox lid, and other hardware components to upgrade the fareboxes in the amount of \$10,331,252, inclusive of sales tax;
- C. EXECUTE Modification No. 7 to Contract No. PS30203139, with Axiom xCell, Inc. ("Axiom"), for software modifications to enhance security and increase compatibility to the fare enforcement app in the amount of \$167,122; increasing the total contract value from \$2,000,944.20 to \$2,168,066.20;

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- D. NEGOTIATE and execute Modification No. 154 to Contract No. OP02461010, with Cubic Transportation Systems, Inc. (“Cubic”), for the purchase and installation of station validators, fare collection software modifications, security enhancements and system integration oversight in the not to exceed amount of \$22,104,750, increasing the total contract value from \$270,601,808, to \$292,706,558;
- E. NEGOTIATE and execute a Memorandum of Understanding with municipal operators who require fare collection system upgrades and outline requirements, pricing and payment schedule; and
- F. AMEND the FY19 budget for an additional 11 Full-Time Employees (FTEs) and \$1,944,531 to expedite bus farebox installation to be ready for new security requirements for the TAP mobile app and for other fare payment technologies.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
							C	C				

**38.1 SUBJECT: MOTION BY GARCETTI, KUEHL, BONIN AND GARCIA      2018-0414**

**NEXTGEN BUS STUDY SERVICE PARAMETERS**

APPROVED Motion by Garcetti, Kuehl, Bonin and Garcia AS AMENDED by Barger THAT the Board:

- A. Rename the System Safety, Security and Operations Committee to the Operations, Safety, and Customer Experience Committee;
- B. Endorse Travel Speed, Service Frequency, and System Reliability as the highest priority service parameters to guide the work of the NextGen Bus Study;

WE FURTHER MOVE that the Board direct the CEO to:

- C. Develop customer experience key performance indicators (KPIs) within Operations, Communications, Information & Technology Services, TAP, System Security and Law Enforcement, and other functional areas of MTA to regularly report on the status of the system, transit service, and the transit service environment;

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D. Develop an Annual Customer Service and Experience Plan, including but not limited to improvements planned and desired for:

1. KPIs developed under section C. above
2. The status of Customer Service & Experience projects
3. Key accomplishments, objectives, and challenges in Customer Service and Customer Experience for the following budget year
4. Key accomplishments, objectives, and challenges in transit service marketing for the following budget year
5. The CEO's Ridership Initiatives, including the Customer Experience Strategist (Board File 2018-0365);

E. Report back to the Operations Committee on all the above in 120 days.

**BARGER AMENDMENT** to continue to seek input and feedback on priorities from NextGen working groups and relevant community stakeholders.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

**39. SUBJECT: NEW BLUE BUS SERVICE CONCEPT AND FARE STRUCTURE 2018-0251**

RECEIVED AND FILED status report on the service concept and fare structure for the New Blue Bus Replacement Service.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	Y	Y	A	Y	Y	Y	Y	Y	Y	Y

**40. SUBJECT: CRENSHAW/LAX SERVICE PLAN AND BUS/RAIL INTERFACE AND PLAN 2018-0242**

RECEIVED AND FILED:

- A. status report on the service plan for the new Crenshaw/LAX to Green Line rail network and draft bus/rail interface plan for the Crenshaw/LAX rail line to be implemented in the Fall of 2019; and

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

(Continued on next page)



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CARRIED OVER TO SEPTEMBER:

- B. DIRECTING the CEO to reevaluate the service plan one year prior to the opening of the Green Line extension to Torrance to determine if travel patterns and other relevant factors show a need for a change in service pattern.

**40.1 SUBJECT: MOTION BY HAHN, BUTTS, AND FASANA**

APPROVED Motion by Hahn, Butts, and Fasana AS AMENDED by Bonin THAT the CEO:

DIRECT Metro staff to report back on the following:

- A. To expand the ridership and travel pattern study to include the ridership versus the boarding numbers from Norwalk as well as the ridership projected from the Green Line extension to Torrance.
- B. To add a third scenario to the service plan that gives both ends of the Green Line a one-seat ride to the Expo Line.
- C. To clearly explain all the pros and cons of each scenario and to have a robust public engagement with the local cities, the COG, and the community, in order to give the opportunity for the public to know the good and bad of each option.
- D. To return to the board in September with the recommended plan for Board approval.

BONIN AMENDMENT: to have an analysis of GPS data that will tell us where the points of origin are for vehicle trips being made to or near the Expo Line in order to get an indication of what the current potential demand is.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

**41. SUBJECT: ENTERPRISE TRANSIT ASSET MANAGEMENT (ETAM) SERVICES 2018-0116**

AUTHORIZED UNDER RECONSIDERATION the Chief Executive Officer to:

A. AWARD task order based bench Contract Nos. PS49169000 through PS49169013 to the firms listed below and in Attachment A, for a not-to-exceed amount of \$15,000,000, to provide ETAM services for a seven-year term effective July 1, 2018 through June 30, 2025, subject to resolution of protests(s), if any. The following firms are recommended for award:

1. Accenture, LLP
2. AECOM Technical Services, Inc.
3. Anil Verma Associates, Inc.
4. EMG
5. Intueor Consulting, Inc.
6. Kaygen, Inc.
7. Morgner Construction Management
8. Pacific Railway Enterprises, Inc.
9. Rail Surveyors and Engineers, Inc.
10. Raul V. Bravo + Associates, Inc.
11. Turner & Townsend AMCL, Inc.
12. Vehicle Technical Consultants, Inc.
13. Virginkar & Associates, Inc.
14. WSP USA, Inc.; and

B. EXECUTE individual task orders under these Contracts for ETAM services in a total amount not-to-exceed \$15,000,000.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	C	Y	Y	C	C	C	Y	Y	Y	C

**42. SUBJECT: FIRE ALARM CONTROL PANEL UPGRADE 2018-0149**

APPROVED ON CONSENT CALENDAR an increase to the Life-of-Project (LOP) budget for the Fire Alarm Control Panel Upgrade project (CP 204128) by \$1,400,000 increasing the LOP budget from \$3,600,000 to \$5,000,000.

**43. SUBJECT: CONTRACTED TRANSPORTATION SERVICES - 2018-0184**  
**NORTH REGION**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a five-year firm fixed price Contract No. OP52365000 to Transdev Services Inc. for contracted bus services in the North Region for an amount not-to-exceed \$105,816,969 effective August 3, 2018.

**45. SUBJECT: WESTSIDE PURPLE LINE EXTENSION 2018-0222**  
**PROJECT ENVIRONMENTAL IMPACT REPORT**  
**ADDENDUM**

APPROVED ON CONSENT CALENDAR:

- A. project definition changes, and Environmental Impact Report (EIR) Addendum (Attachment A) for the Westside Purple Line Extension Project (the Project); and
- B. the Chief Executive Officer to file a Notice of Determination (Attachment B) on the Addendum pursuant to the California Environmental Quality Act (CEQA) for the Project.

**46. SUBJECT: WESTSIDE PURPLE LINE EXTENSION SECTION 3 2018-0152**  
**PROJECT**

APPROVED:

- A. ESTABLISHING a Life-of-Project (LOP) Budget of \$1,374,826,466 for the Tunnels portion of the Westside Purple Line Extension Section 3 Project;
- B. AUTHORIZING the Chief Executive Officer (CEO) to award a 49-month firm fixed price Contract No. C1151, subject to the Federal Transit Administration (FTA) approval of a Letter of No Prejudice (LONP), to Frontier-Kemper/Tutor Perini JV, the technically acceptable lowest evaluated price, responsive and responsible Proposer for the final design and construction of the Westside Purple Line Extension Section 3 Project (Project) Tunnels in the amount of \$410,002,000, subject to resolution of protest(s), if any; and

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C. APPROVING the Measure R Cost Management Process and Policy analysis and funding strategy in Attachment D to use up to \$300 million of Measure R funds from the Westside Purple Line Extension line in the Measure R Expenditure Plan and other funds to meet the new total project cost and revenue assumptions in the Long Range Transportation Plan Financial Forecast.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	C	Y	Y	C	Y	C	Y	C	Y	C

**47. SUBJECT: WESTSIDE PURPLE LINE EXTENSION SECTION 3 PROJECT** **2018-0285**

APPROVED ON CONSENT CALENDAR:

- A. the CEO to execute Modification No. 2 to Contract C1153, Advanced Utility Relocations (Westwood/UCLA Station), with Steve Bubalo Construction Company for supply and installation of equipment for a traffic Video Detection System (VDS) required by Los Angeles Department of Transportation (LADOT), in the amount of \$567,554, increasing the total contract value from \$11,439,000 to \$12,006,554; and
- B. APPROVING an increase in Contract Modification Authority (CMA) to Contract C1153, Advanced Utility Relocations (Westwood/UCLA Station), increasing the current CMA from \$1,143,900 to \$2,287,800.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
						C						

**48. SUBJECT: METRO BLUE LINE TRACK AND SYSTEM REFURBISHMENT** **2018-0361**

APPROVED ON CONSENT CALENDAR:

- A. REPROGRAMMING \$11,500,000 in funds previously reserved for Metro Blue Line Washington Siding Project from Mid-City Exposition Blvd LRT (CP 800113) to Metro Blue Line Track and System Refurbishment Project (CP 205115);

(Continued on next page)

(Item 48 – continued from previous page)

- B. INCREASING the Life of Project Budget (LOP) Budget for Metro Blue Line Track and System Refurbishment Project (CP 205115) by \$11,500,000 from \$90,779,817 to \$102,279,817; and
- C. AMEND the Fiscal Year 2019 (FY19) Budget for Metro Blue Line Track and System Refurbishment Project (CP 205115) to increase it by \$5,000,000 from \$44,581,402 to \$49,581,402.

**50. SUBJECT: SUPPLEMENTAL ENGINEERING SUPPORT (SES) 2018-0267  
SERVICES FOR BUS AND RAIL FACILITIES**

APPROVED ON CONSENT CALENDAR:

- A. the Chief Executive Officer to award a cost plus fixed fee Contract No. AE45752 to HDR | Maintenance Design Group (MDG), for Supplemental Engineering Support (SES) services for Bus and Rail Facilities for an amount not-to-exceed \$9,000,000 for the three-year base period, plus two one-year options in an amount not to exceed \$3,000,000 per option, for a Total Contract Value not to exceed \$15,000,000, subject to resolution of protest(s), and;
- B. Contract Modification Authority specific to Contract No. AE45752 for 10% of the not-to-exceed award value.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
			C			C	C					C

**51. SUBJECT: FREIGHT ADVANCED TRAVELER INFORMATION 2018-0183  
SYSTEM (FRATIS) MODERNIZATION**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a four year, firm fixed price Contract No. PS48950000 to Cambridge Systematics, Inc. for professional services in an amount not to exceed \$5,489,479.96, for the Freight Advanced Traveler Information System (FRATIS) Modernization project, subject to resolution of protest(s), if any.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
						C		C		C		C

**52. SUBJECT: I-710 SOUTH CORRIDOR PROJECT**

**2018-0146**

APPROVED ON CONSENT CALENDAR:

- A. the Chief Executive Officer to execute Modification No. 22 to Contract No. PS4340-1939 with URS Corporation (an AECOM Entity) to finalize the engineering and environmental work for the I-710 South Corridor Project in the not-to-exceed amount of \$7,249,919, increasing the total contract value from \$50,923,799 to \$58,173,718; and
- B. Contract Modification Authority (CMA) to cover the cost of any unforeseen issues that may arise during the performance of the Contract in the amount of \$724,992; increasing the total CMA amount from \$2,521,000 to \$3,245,992.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
						C		C				C

**53. SUBJECT: METRO EXPRESSLANES - ROADSIDE TOLL COLLECTION SYSTEM**

**2018-0234**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award firm fixed price Contract No. PS44478000 to Conduent State & Local Solutions, Inc. for implementing and maintaining an ExpressLanes roadside toll collection system in the amount of \$40,872,209 for the eight-year base period, with two, three-year options, in the amounts of \$9,244,429 and \$8,859,200, respectively, for a total of \$58,975,838, subject to resolution of protest(s), if any.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
		C					C	C				

**54. SUBJECT: CONSULTANT SUPPORT FOR EXPRESSLANES OPERATIONS**

**2018-0266**

AUTHORIZED the Chief Executive Officer (CEO) to award a six-year, cost reimbursable plus fixed fee Contract No. PS48720000 to Cambria Solutions, Inc. (Cambria) in an amount not to exceed \$8,969,941.94 for Consultant Support services for ExpressLanes Operations, subject to resolution of protest(s), if any.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
			C			C		C				C



**58. SUBJECT: WEST SANTA ANA BRANCH TRANSIT CORRIDOR**

**2018-0352**

AUTHORIZED UNDER RECONSIDERATION the Chief Executive Officer to execute:

- A. Modification No. 2 to Contract No. AE5999300 with WSP USA Inc. for technical services for the evaluation of the two northern alignments in the Draft Environmental Impact Statement/Environmental Impact Report in the amount of \$2,760,752, increasing the total contract value to \$12,405,244; and

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	C	C	C	Y	C	Y	Y	Y	Y	Y	C

- B. Modification No. 1 to Contract No. PS2492300 with Arellano Associates for outreach support for the augmented Community Participation Program as part of the evaluation of the two northern alignments in the Draft EIS/EIR in the amount of \$429,310, increasing the total contract value to \$922,203.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	C	C	Y	C	Y	Y	Y	Y	Y	C

**59. SUBJECT: DIVISION 20 PORTAL WIDENING TURNBACK PROJECT**

**2018-0186**

APPROVED:

- A. AUTHORIZING the Chief Executive Officer to execute a 5-year cost-plus fixed fee Contract No. AE48636MC074 with DHS Consulting, Inc. to provide Construction Management Support Services for the Division 20 Portal Widening Turnback Project, in an amount not-to-exceed \$13,029,957.91;
- B. Contract Modification Authority in the amount of \$2,605,991.82 or 20% of the not-to-exceed contract award value and authorize the CEO to execute individual Contract Modifications within the Board approved Contract Modification Authority.

PK	JF	JH	MB	HS	JB	EG	SK	*KB	JDW	MRT	AN	RG
A	Y	C	Y	Y	Y	C	Y	Y	Y	C	C	C

\* voted under Rule of Necessity

**60. SUBJECT: AIRPORT METRO CONNECTOR 96TH STREET  
TRANSIT STATION PROJECT (THE HERTZ  
CORPORATION, "OWNERS")**

**2018-0331**

APPROVED BY 2/3 VOTE:

- A. HOLDING a public hearing on the proposed Resolution of Necessity; and
- B. ADOPTING a Resolution of Necessity (Attachment C) authorizing the commencement of an eminent domain action to acquire the fee interest in the property located at 9225 Aviation Boulevard, Los Angeles, CA 90045 (APN 4128-001-008, the "Property").

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

**61. SUBJECT: MOTION BY GARCETTI, DUPONT-WALKER, HAHN,  
GARCIA, FASANA AND BOWEN**

**2018-0424**

**ROAD MOVABLE BARRIERS SYSTEM**

APPROVED Motion by Garcetti, Dupont-Walker, Hahn, Garcia, Fasana, and Bowen THAT the Board direct the CEO to report back on the following:

- A. An analysis of the feasibility to implement Road Movable Barriers System on Freeway systems in Los Angeles County where asymmetric traffic flow exists. The analysis shall include the following:
  1. Identifying the potential freeway corridor segments such as the I-405 between I-105/LAX to I-710, and others, that have unique directional traffic flows.
  2. Coordination with Caltrans to identify the associated capital costs such as bridge replacement.
  3. Coordination with Caltrans to identify the associated operation costs to implement Road Movable Barriers System to create reversible lanes during AM and PM peak hours;
- B. Identify and recommend funding sources to support a pilot demonstration program; and

(Continued on next page)



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C. Report back on all the above during the October 2018 MTA Board cycle.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	Y	A	Y	Y	A	Y	Y	Y	Y	A

62. SUBJECT: MOTION BY DIRECTOR FASANA

2018-0423

**STATE ROUTE 710 NORTH AND PROJECT LABOR AGREEMENTS**

APPROVED Motion by Fasana THAT projects of at least \$2.5 million that are authorized pursuant to the Metro adopted May 2017 Motion (attached), be subject to Metro's PLA, or a similar agreement if the activity is funded by Metro and undertaken by an agency separate from Metro.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	Y	A	Y	Y	A	Y	Y	Y	Y	A

63. SUBJECT: BOARD OFFICERS

2018-0420

ELECTED Mayor Eric Garcetti as 2<sup>nd</sup> Vice Chair.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y

64. SUBJECT: CLOSED SESSION

2018-0421

CLOSED SESSION:

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

1. Leili Soltaniazad v. LACMTA, LASC Case No. BC602652

APPROVED settlement in the amount of \$265,000.

PK	JF	JH	MB	HS	JB	EG	SK	KB	JDW	MRT	AN	RG
A	Y	Y	Y	Y	Y	Y	A	Y	Y	Y	Y	A

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2. City of Beverly Hills v. LACMTA, USDC Case No. CV-18-3891  
-GW(SSx)

NO REPORT.

- B. Conference with Legal Counsel - Anticipated Litigation - G.C.  
54956.9(d)(2)

Significant Exposure to Litigation (One Case)

NO REPORT.

RECEIVED General Public Comment

ADJOURNED in memory of Diane Renk Bohlke at 3:07 p.m.

Prepared by: Eric Chun  
Administrative Analyst, Board Administration



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Christina Goins, Assistant Board Secretary



## Board Report

File #: 2018-0428, File Type: Program

Agenda Number: 5.

### AD HOC CONGESTION, HIGHWAY AND ROADS COMMITTEE JULY 18, 2018

**SUBJECT: MEASURE R HIGHWAY OPERATIONAL  
IMPROVEMENTS PROGRAM - LAS VIRGENES  
MALIBU SUBREGION**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATION**

CONSIDER:

- A. APPROVING project list change for Measure R Line 32 Highway Operational Improvements in Las Virgenes Malibu Subregion; and
- B. AUTHORIZING the CEO or his designee to negotiate and execute all necessary agreements for the approved project.

#### **ISSUE**

As part of the Metro Board approved Las Virgenes Malibu Measure R project list, \$3,500,000 has been programmed for MR311.35 - Pacific Coast Highway Shoulder Improvements. The City of Malibu is requesting a cost neutral replacement of this project and reallocation of the programmed Measure R funds for development of a Park and Ride facility in Malibu.

#### **DISCUSSION**

The City of Malibu has adopted a directive in their general plan to collaborate with the Los Angeles County Metropolitan Transportation Authority (LACMTA) and other government agencies to establish park and ride facilities within the City. In an effort to encourage carpooling and manage traffic on Pacific Coast Highway (PCH), the City of Malibu is proposing to purchase vacant land adjacent to their Civic Center and in the Point Dume area and will dedicate 4.1 acres of the acquired properties to transportation related improvements/park and ride facilities.

To acquire the vacant land and develop a park and ride lot to enable added transit service and travel alternatives, the City has asked to replace the project and reallocate the funds from MR311.35 -- PCH Shoulder Improvements to *MR311.35 -- Park and Ride Lot on Civic Center Way and/or PCH*. No expenditures were incurred as part of the previously proposed project as an agreement was not

executed.

Staff has reviewed the city's request and recommends approval of the cost neutral replacement and reallocation of the programmed Measure R funds for the proposed park and ride lots. Park and Ride Facilities are eligible Highway Operational Improvements. The Las Virgenes-Malibu Council of Governments has approved the change.

Additionally, as a reimbursement condition of the parcel purchase, staff has informed the City of Malibu that Measure R funds may only be used for the portion of the improvements fully committed to future transit and park and ride services.

### **DETERMINATION OF SAFETY IMPACT**

The programming of the subregional funds will have no adverse impact to the safety of Metro patrons and employees and the users of the referenced transportation facilities.

### **FINANCIAL IMPACT**

Funding for the highway project is from the Measure R 20% Highway Capital subfund earmarked for the Las Virgenes Malibu subregion, (Project No 460311) in the FY 2019 Budget. This program is under Cost Center 0442 in Account 54001 (Subsidies to Others).

#### **Impact to Budget**

Should additional funds be required in FY19, staff will revisit the budgetary needs using the mid-year adjustment process.

The source of funds for this Project is Measure R 20% Highway Funds. This fund source is not eligible for Bus and Rail Operations or Capital Expenses.

### **ALTERNATIVES CONSIDERED**

The Board may choose to not approve the funding allocation. However this is not recommended as the proposed use of funds is consistent with the guidelines of Measure R.

### **NEXT STEPS**

Metro Highway Program Staff will continue to work with the city to develop the final scope and Funding Agreement for the project.


### **ATTACHMENTS**

Attachment A - Measure R Highway Operational Improvements Program - Las Virgenes Malibu subregion

Prepared by: Benkin Jong, Sr. Manager Transportation Planning (213) 922-3053

Isidro Panuco, Manager Transportation Planning (213) 418-3208  
Abdollah Ansari, Sr. Executive Officer, (213) 922-4781

Reviewed by: Richard F. Clarke, Chief Program Management officer, (213) 922-7557



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Phillip A. Washington  
Chief Executive Officer

**ATTACHMENT A**

Lead Agency	Fund Agr (FA) No.	PROJECT/LOCATION	Notes	Prior Alloc	Alloc Change	Current Alloc	Prior Yr Program	FY18	FY19	FY20	FY21	FY22
<b>Las Virgenes/Malibu Operational Improvements</b>				156,651.0	0.0	156,651.0	128,301.0	16,350.0	12,000.0	0.0	0.0	0.0
Westlake Village	MR311.01	Lindero Canyon Road Interchange, Phase 3A Design		443.7	0.0	443.7	343.7	100.0				
Westlake Village	MR311.02	Highway 101 Park and Ride Lot ( <b>Design Completed</b> )		243.7	0.0	243.7	243.7					
Westlake Village	MR311.10	Rte 101/ Lindero Cyn. Rd. Interchange Improvements, Phase 3B,4B Construction ( <b>Completed</b> )		3,251.0	0.0	3,251.0	3,251.0					
Westlake Village	MR311.18	Rte 101/ Lindero Cyn. Rd. Interchange Improvements, Phase 3A Construction		9,419.0	0.0	9,419.0	9,419.0					
Westlake Village	MR311.19	Highway 101 Park and Ride Lot ( <b>Completed</b> )		4,943.6	0.0	4,943.6	4,943.6					
<b>TOTAL WESTLAKE VILLAGE</b>				18,301.0	0.0	18,301.0	18,201.0	100.0	0.0	0.0	0.0	0.0
Agoura Hills	MR311.03	Palo Comando Interchange		11,000.0	0.0	11,000.0	4,000.0	2,000.0	5,000.0			
Agoura Hills	MR311.04	Agoura Road/Kanan Road Intersection Improvements		1,000.0	0.0	1,000.0	1,000.0					
Agoura Hills	MR311.05	Agoura Road Widening ( <b>Completed</b> )		36,500.0	0.0	36,500.0	36,500.0					
Agoura Hills	MR311.14	Kanan Road Corridor from Thousand Oaks Blvd to Cornell Road PSR		500.0	0.0	500.0	150.0	350.0				
Agoura Hills	MR311.15	Agoura Hills Multi-Modal Center		100.0	0.0	100.0	100.0					
<b>TOTAL AGOURA HILLS</b>				49,100.0	0.0	49,100.0	41,750.0	2,350.0	5,000.0	0.0	0.0	0.0
Calabasas	MR311.06	Lost Hills Overpass and Interchange		35,500.0	0.0	35,500.0	33,000.0	2,500.0				
Calabasas	MR311.07	Mulholland Highway Scenic Corridor Completion ( <b>Completed</b> )		4,389.8	0.0	4,389.8	4,389.8					
Calabasas	MR311.08	Las Virgenes Scenic Corridor Widening		5,746.2	0.0	5,746.2	5,746.2					
Calabasas	MR311.09	Parkway Calabasas/US 101 SB Offramp ( <b>Completed</b> )		214.0	0.0	214.0	214.0					
Calabasas	MR311.20	Off-Ramp for US 101 at Las Virgenes Road ( <b>Cancelled</b> )		0.0	0.0	0.0	0.0					
Calabasas	MR311.33	Park and Ride Lot on or about 23577 Calabasas Road (near Route 101) ( <b>Completed</b> )		3,700.0	0.0	3,700.0	3,700.0					
<b>TOTAL CALABASAS</b>				49,550.0	0.0	49,550.0	47,050.0	2,500.0	0.0	0.0	0.0	0.0



ATTACHMENT A

Lead Agency	Fund Agr (FA) No.	PROJECT/LOCATION	Notes	Prior Alloc	Alloc Change	Current Alloc	Prior Yr Program	FY18	FY19	FY20	FY21	FY22
Malibu	MR311.24	Malibu/Civic Center Way Widening		4,000.0	0.0	4,000.0	3,000.0	1,000.0				
Malibu	MR311.26	PCH-Raised Median and Channelization from Webb Way to Corral Canyon Road		6,950.0	0.0	6,950.0	3,950.0	3,000.0				
Malibu	MR311.27	PCH Intersections Improvements		1,000.0	0.0	1,000.0	1,000.0					
Malibu	MR311.28	Kanan Dume Road Arrestor Bed Improvements and Intersection with PCH Construction (Completed)		900.0	0.0	900.0	900.0					
Malibu	MR311.29	PCH Regional Traffic Message System (CMS)		2,500.0	0.0	2,500.0	1,000.0	1,000.0	500.0			
Malibu	MR311.30	PCH Roadway and Bike Route Improvements fr. Busch Dr. to Western City Limits (Completed)		500.0	0.0	500.0	500.0					
Malibu	MR311.32	PCH and Big Rock Dr. Intersection and at La Costa Area Pedestrian Improvements		950.0	0.0	950.0	950.0					
Malibu	MR311.35	Park and Ride Lot on Civic Center Way and/or PCH	Chg	3,500.0	0.0	3,500.0	2,000.0	1,500.0				
Malibu	MR311.11	PCH Signal System Improvements from John Tyler Drive to Topanga Canyon Blvd		13,700.0	0.0	13,700.0	4,300.0	4,900.0	4,500.0			
		<b>TOTAL MALIBU</b>		<b>34,000.0</b>	<b>0.0</b>	<b>34,000.0</b>	<b>17,600.0</b>	<b>11,400.0</b>	<b>5,000.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
Hidden Hills	MR311.34	Long Valley Road/Valley Circle/US-101 On-Ramp Improvements		5,700.0	0.0	5,700.0	3,700.0		2,000.0			
		<b>TOTAL HIDDEN HILLS</b>		<b>5,700.0</b>	<b>0.0</b>	<b>5,700.0</b>	<b>3,700.0</b>	<b>0.0</b>	<b>2,000.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
		<b>TOTAL LAS VIRGENES/MALIBU OPS IMPS</b>		<b>156,651.0</b>	<b>0.0</b>	<b>156,651.0</b>	<b>128,301.0</b>	<b>18,350.0</b>	<b>12,000.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

**Board Report**

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**File #:** 2018-0238, **File Type:** Contract**Agenda Number:** 47.

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**REGULAR BOARD MEETING  
SEPTEMBER 27, 2018****SUBJECT: PLANS, SPECIFICATIONS AND ESTIMATES (PS&E) FOR  
SR-57/SR-60 INTERCHANGE IMPROVEMENTS****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO) to execute a three-year, firm fixed price Contract No. AE51890000 to WKE, Inc. in the amount of \$21,771,625 for Architectural and Engineering (A&E) services for the preparation of Plans, Specifications and Estimates (PS&E) for SR-57/SR-60 Interchange Improvements, subject to resolution of protest(s), if any.

**ISSUE**

Metro, in collaboration with Caltrans, the San Gabriel Valley Council of Governments (SGVCOG), and the Cities of Diamond Bar and Industry, is leading improvements to the SR-57/SR-60 Interchange to alleviate operational deficiencies and improve mobility and safety along both roadways. This contract award will enable Metro to complete the PS&E for the proposed improvements in the eastbound direction of the SR-57/SR-60 interchange (Attachment C).

**DISCUSSION**

The SR-57 and SR-60 are major freeways and important interregional transportation and goods movement corridors in Los Angeles County. They meet in the Cities of Industry and Diamond Bar in the San Gabriel Valley and share the same alignment, or confluence, for over one mile. Within this confluence is the Grand Avenue interchange. This segment experiences severe congestion because of high truck volumes and numerous weaving movements between the SR-57 and SR-60 and traffic entering and exiting Grand Avenue. Higher than statewide average accident and injury rates occur in several locations within the limits of the proposed improvements. Project Approval and Environmental Document (PA&ED) phase was completed and approved by Caltrans in October 2013.

Recognizing the need for corrective measures at the SR-57/SR-60 interchange, this project is funded in part by Measure M and the Metro Board approved placement of this project on the "TWENTY-EIGHT BY '28" project list for expeditious delivery. This engineering services contract is for preparation of PS&E and a bid package for construction of the aforementioned improvements.



## **DETERMINATION OF SAFETY IMPACT**

The proposed action has no adverse impact on the safety of Metro's patrons, employees or users of these facilities. Caltrans highway safety standards are followed in the design of the proposed improvements and exceptions to the standards will be incorporated in accordance with Caltrans and Federal Highway Administration (FHWA) procedures.

## **FINANCIAL IMPACT**

This PS&E contract relates to improvements with a total estimated cost of \$300 million in year of expenditure. The funding for the improvements is included in the Long Range Transportation Plan Financial Forecast and is comprised of State and federal formula and discretionary grants, and Measure M funding for pre-construction costs.

The Measure M Expenditure Plan allocates \$205 million in Measure M Highway 17% funding for the SR-57/SR-60 Interchange Improvements (Line 18 of the Expenditure Plan). The Measure M funding is available for construction starting in FY 2025. Furthermore, this project received a recent award of \$22 million from SB 1 Trade Corridors Enhancement Program (TCEP), of which \$17 million is available for the PS&E phase.

Highway Program staff has requested \$12 million in Measure M funds in the FY 19 budget in Highway Program cost center 4720, in SR-57/SR-60 Interchange Improvements Project 475002, Task 5.3.100, Account 50316 (Services, Professional/Technical). Based on TCEP grant requirements, approximately \$8.2 million of the FY19 projected expenses of \$12 million will be funded by the TCEP grant and the remaining amount will be funded by local matching funds.

Since this is a multi-year project, the Project Manager, the Cost Center Manager, and the Senior Executive Officer, Program Management - Highway Program will be responsible for coordinating the programming and budgeting costs in future fiscal years.

### **Impact to Budget**

The source of funds for this project is Measure M Highway Construction Capital (17%) funds and TCEP funds from SB1. These funds are not eligible for bus and rail operating capital expenditures.

## **ALTERNATIVES CONSIDERED**

The Board may elect not to award the contract. However, this alternative is not recommended. Awarding this professional services contract will allow for completion of the pre-construction activities and project readiness for construction, which in turn, will allow for greater opportunities to seek and secure grant funds that may become available for construction of much needed improvements at this interchange.

## **NEXT STEPS**

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Upon Board approval, Contract No. AE 51890000 with WKE, Inc. will be executed to prepare the PS&E for improving the SR-57/SR-60 Interchange.

**ATTACHMENTS**

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Attachment C - Project Location Map

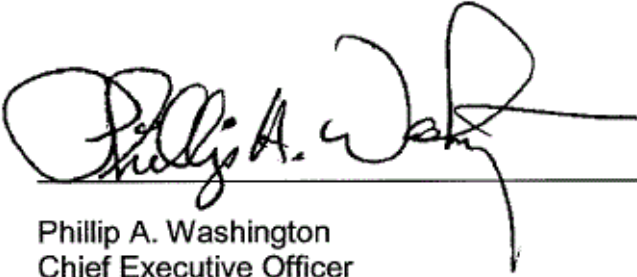
Prepared by: Bruce Schmith, Sr. Director (213) 418-3367

Aline Antaramian, Deputy Executive Officer (213) 922-7589

Abdollah Ansari, Sr. Executive Officer (213) 922-4781

Bryan Pennington, Deputy Chief Program Management Officer (213) 922-7449

Reviewed by: Richard F. Clarke, Chief Program Management Officer (213) 922-7557



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Phillip A. Washington  
Chief Executive Officer

## PROCUREMENT SUMMARY

## PS&amp;E FOR SR 57/SR 60 INTERCHANGE IMPROVEMENTS/AE51890000

1.	Contract Number: AE51890000	
2.	Recommended Vendor: WKE, Inc.	
3.	Type of Procurement (check one): <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input checked="" type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	Procurement Dates:	
	A. Issued: March 9, 2018	
	B. Advertised/Publicized: March 9, 2018	
	C. Pre-Proposal Conference: March 14, 2018	
	D. Proposals Due: April 5, 2018	
	E. Pre-Qualification Completed: May 23, 2018	
	F. Conflict of Interest Form Submitted to Ethics: April 12, 2018	
	G. Protest Period End Date: July 23, 2018	
5.	Solicitations Picked up/Downloaded: 91	Bids/Proposals Received: 2
6.	Contract Administrator: David Chia	Telephone Number: (213) 922-1064
7.	Project Manager: Bruce Schmith	Telephone Number: (213) 418-3367

**A. Procurement Background**

This Board Action is to approve Contract No. AE51890000 issued in support of the Plans, Specifications and Estimate (PS&E) for the State Route 57 and State Route 60 Interchange improvements. Board approval of contract awards are subject to resolution of any properly submitted protest.

The Request for Proposals (RFP) was issued in accordance with Metro's Acquisition Policy and the contract type is firm fixed price. The RFP was issued with a total SBE/DVBE goal of 27% (SBE 24% and DVBE 3%).

One amendment was issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on March 15, 2018, updated the RFP Submittal Requirements and the Scope of Services.

A pre-proposal conference was held on March 14, 2018, and was attended by 28 participants representing 22 companies. There were six questions asked and responses were released prior to the proposal due date.

A total of 91 firms downloaded the RFP and were registered in the planholders' list. Two proposals were received on April 5, 2018.

## **B. Evaluation of Proposals**

A Proposal Evaluation Team (PET), consisting of Metro staff from the Highway Programs department and one external transportation expert from the California Department of Transportation (Caltrans), convened and a comprehensive technical evaluation of the proposals was conducted.

The proposals were evaluated based on the following evaluation criteria and weights:

- Project Manager, Key Staff & Subcontractors Qualifications 20 percent
- Firm/Team Qualifications 30 percent
- Work Plan 20 percent
- Project Understanding & Approach 30 percent

The evaluation criteria are appropriate and consistent with criteria developed for other, similar Architectural and Engineering (A&E) highway improvement procurements. Several factors were considered when developing these weights, giving the greatest importance to firm/team qualifications and project understanding and approach.

This is an A&E, qualifications based procurement; therefore, price cannot be used as an evaluation factor pursuant to state and federal law.

During the period from April 10, 2018 through April 23, 2018, the PET completed its independent evaluation of the two proposals received. Both firms were determined to be within the competitive range and are listed below in alphabetical order:

1. Parsons Transportation Group, Inc. (Parsons)
2. WKE, Inc. (WKE)

On April 23, 2018, oral presentations were held for both firms. At each firm's interview, project managers and key team members discussed factors that were critical for meeting the project schedule and elaborated on the viability of their proposed alternative designs.

Both firms also responded to the PET's questions. They responded to questions inquiring about their ability to address design standard changes, their solutions to project risks, and their strategies for coordinating among public agencies, municipalities, and other stakeholders that may have differing views and conflicting objectives.

## **Qualifications Summary of Recommended Firm:**

### **WKE**

WKE is a civil engineering firm that specializes in planning, engineering, and designing civil and structural projects for all modes of transportation infrastructure, including highway interchange improvements. WKE demonstrated expertise in highway design and comprehensive understanding of project requirements.

The proposed project manager has delivered over 40 PS&Es for major freeway widening and interchange reconstructions. Key personnel have extensive experience in PS&E projects including the I-5 Widening from SR 73 to Oso Parkway, PS&E for the I-5/Avery Parkway Interchange, PS&E for the I-5 Widening/Avenida Pico Interchange, PS&E for the SR 22/Valley View Street Interchange, and PS&E for the SR 55 improvement Project from I-5 to I-405, all of which have been delivered under the direction of the proposed project manager.

WKE addressed all aspects of the Scope of Services, including a variety of project issues and concerns, such as surveying, utilities, sewer, drainage, and right-of-way. WKE also examined the redesign of the interchange's adjacent Los Angeles County golf course, providing detailed illustrations of the redesign. WKE demonstrated that its approach would have minimal impacts to the project area. It employed an array of visuals to show how its design avoided nearby hotels, restaurants, and businesses.

WKE demonstrated its ability and commitment to meet the project schedule. A detailed work breakdown schedule was provided, the need for recurring constructability reviews was emphasized, and the use of pre-cast structures was recommended.

Extensive knowledge of Caltrans policies, procedures, and practices was presented. WKE listed recent policy updates and revisions and discussed how those changes applied to the project. Significantly, WKE highlighted that its approach requires only one design exception to the Caltrans Highway Design Manual.

Extensive stakeholder experience was presented. WKE highlighted prior projects with numerous stakeholders. WKE also highlighted that it had reached out to these stakeholders to ascertain their concerns and develop engagement strategies.

### **Parsons**

Parsons is a global engineering and construction company headquartered in Pasadena. Its infrastructure experience encompasses work on more than 8,000 miles of freeways and 4,500 bridges throughout the world. A significant portion of that experience involves Southern California projects.

Parsons presented a well-qualified team that demonstrated significant experience in PS&E projects and a variety of highway projects. Recent PS&E project experience includes the I-5 North Managed Lanes, I-710 Soundwalls Package 2, US 101/Palo Comado Canyon Road Interchange, and I-605/South Street Interchange.

However, all aspects of the Scope of Services were not addressed in detail. For example, although a recommendation to place a sewer system below the highway was made, elaboration on how the low-lying sewer system would be accessed and maintained was not addressed. Though Parsons recommended a truck bypass tunnel, it did not address the need for any hydraulic pump station.

Though Parsons recommended an accelerated schedule, details were not provided on how an accelerated schedule could be achieved. High risk activities that could be performed first were not identified; and the need for any environmental revalidation of its tunnel approach, which may require a significant amount of lead time, was not discussed.

Final scoring determined that WKE is the highest qualified firm. Set forth below is a summary of the scores in order of rank:

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	<b>WKE, Inc.</b>				
3	Project Manager, Key Staff & Subcontractors Qualifications	91.00	20.00%	18.20	
4	Firm/Team Qualifications	88.56	30.00%	26.57	
5	Work Plan	90.00	20.00%	18.00	
6	Project Understanding & Approach	92.00	30.00%	27.60	
7	<b>Total</b>		<b>100.00%</b>	<b>90.37</b>	<b>1</b>
8	<b>Parsons Transportation Group, Inc.</b>				
9	Project Manager, Key Staff & Subcontractors Qualifications	83.83	20.00%	16.77	
10	Firm/Team Qualifications	87.11	30.00%	26.13	
11	Work Plan	84.00	20.00%	16.80	
12	Project Understanding & Approach	79.89	30.00%	23.97	
13	<b>Total</b>		<b>100.00%</b>	<b>83.67</b>	<b>2</b>

### C. Cost Analysis

The recommended price has been determined to be fair and reasonable based upon an independent cost estimate, cost analysis, technical analysis, fact finding, and negotiations. Significant cost savings primarily resulted from a reduction in escalation and project management.

<b>Proposer Name</b>	<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Negotiated Amount</b>
WKE, Inc.	\$27,980,508	\$26,004,000	\$21,771,625

### D. Background on Recommended Contractor

The recommended firm, WKE, is a civil engineering firm that specializes in planning, engineering, and designing transportation infrastructures. Its experience covers a range of multi-modal transportation projects, including streets and highways, bridges and viaducts, freight corridors and rail structures, transit and light rail structures. Projects include the SR 57/SR 60 Confluence Project PSR & PA/ED, Grand Avenue at Golden Springs Drive PS&E, I-605 Corridor Improvement Project PSR-PDS & PA/ED, Link Union Station PA/ED, and I-405/I-605 HOV West County Connector.

The proposed project manager possesses 38 years of highway engineering management experience that includes the delivery of the PS&E for the I-105/I-405 Interchanges in Los Angeles County, PS&Es for six interchanges along the I-10 for the High Occupancy Vehicle (HOV) Widening in Los Angeles County, PS&E for the I-405/SR 22 Interchange in Orange County, PS&E for the SR 241/SR 91 Interchange in Orange County, and PS&E for the US 101/US 1 Interchange Reconstruction in Ventura County.

## DEOD SUMMARY

## PS&amp;E FOR SR 57/SR 60 INTERCHANGE IMPROVEMENTS/AE51890000

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) established a 24% Small Business Enterprise (SBE) goal and a 3% Disabled Veteran Business Enterprise (DVBE) goal for this solicitation. WKE, Inc. exceeded the goal with a 24.25% SBE and 3.03% DVBE commitment.

<b>Small Business Goal</b>	<b>24% SBE 3% DVBE</b>	<b>Small Business Commitment</b>	<b>24.25% SBE 3.03% DVBE</b>
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	<b>SBE Subcontractors</b>	<b>% Committed</b>
1.	2R Drilling Inc.	1.31%
2.	A Cone Zone, Inc.	0.99%
3.	ADVANTEC Consulting Engineers, Inc.	2.17%
4.	Arellano Associates	0.49%
5.	DC Traffic Control	0.18%
6.	D'Leon Consulting Engineers	0.23%
7.	Earth Mechanics, Inc.	4.62%
8.	FRS Environmental	0.06%
9.	Galvin Preservation Associates, Inc., dba GPA Consulting	1.39%
10.	Geo-Advantec, Inc.	1.22%
11.	Impact Sciences, Inc.	0.18%
12.	Kroner Environmental Services, Inc.	1.78%
13.	LIN Consulting, Inc.	5.51%
14.	Martini Drilling Corp.	0.22%
15.	Performance Analytical Laboratories, Inc.	0.69%
16.	Safeprobe, Inc.	0.41%
17.	Tatsumi and Partners, Inc.	1.37%
18.	V&A, Inc.	0.16%
19.	Wagner Engineering & Survey, Inc. (WES)	1.27%
	<b>Total Commitment</b>	<b>24.25%</b>

	<b>DVBE Subcontractors</b>	<b>% Committed</b>
1.	Brentwood Reprographics	0.88%
2.	MA Engineering	2.15%
	<b>Total Commitment</b>	<b>3.03%</b>



**B. Contracting Outreach and Mentoring Plan**

To be responsive, Proposers were required to submit a Contracting Outreach and Mentoring Plan (COMP) including strategies to mentor one SBE firm and DVBE firm for protégé development. WKE, Inc. selected as protégés Geo-Advantec (SBE) and MA Engineering (DVBE).

**C. Living Wage and Service Contract Worker Retention Policy Applicability**

The Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) is not applicable to this Contract.

**D. Prevailing Wage Applicability**

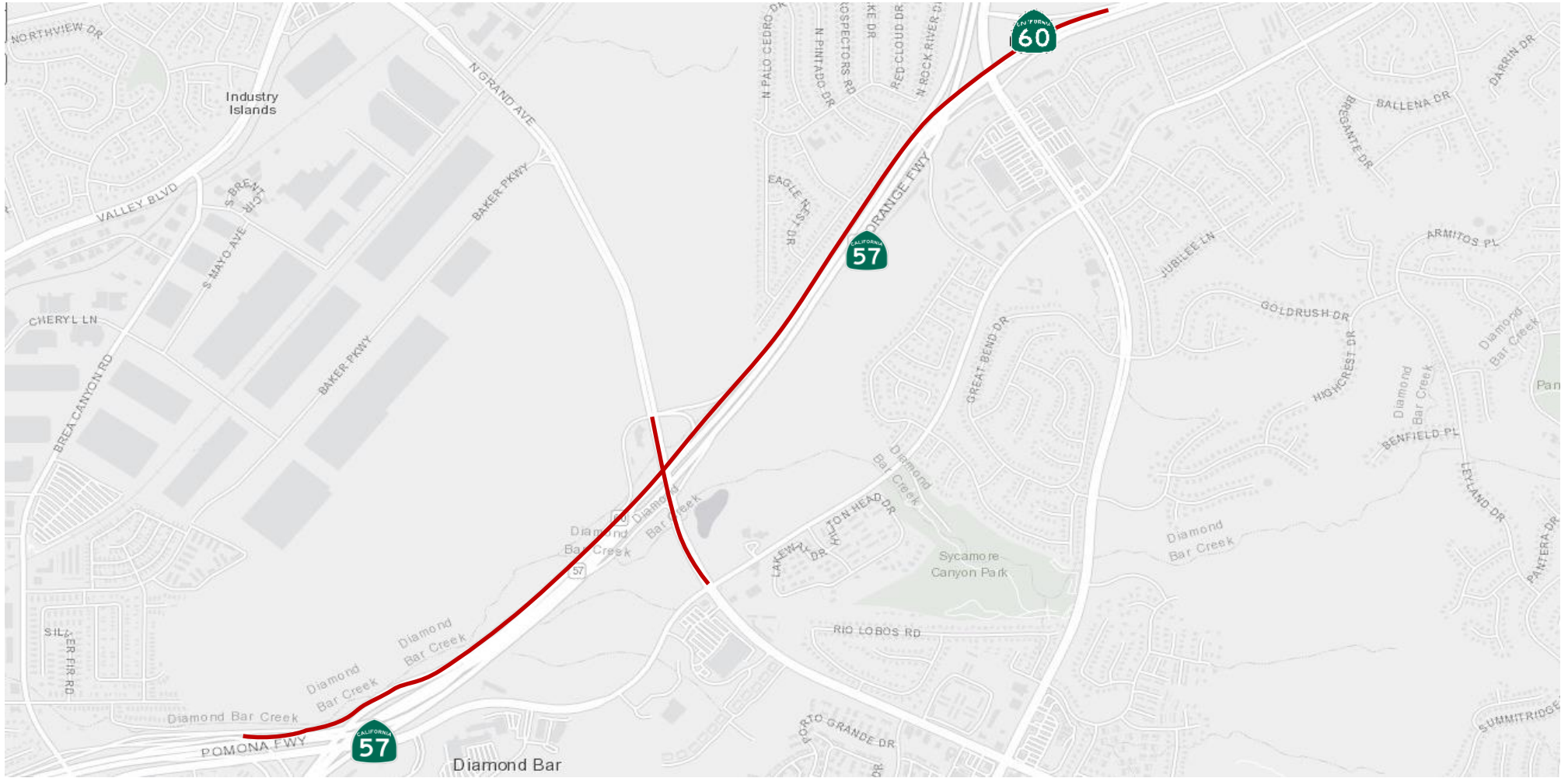
Prevailing Wage requirements are applicable to this project. DEOD will monitor contractors' compliance with the State of California Department of Industrial Relations (DIR), California Labor Code, and, if federally funded, the U S Department of Labor (DOL) Davis Bacon and Related Acts (DBRA). Trades that may be covered include: surveying, potholing, field, soils and materials testing, building construction inspection, construction management and other support trades.

**E. 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 \$2.5M.

# ATTACHMENT C: Project Location Map

## SR-57/SR-60 Interchange Improvements





## Board Report

File #: 2018-0412, File Type: Informational Report

Agenda Number: 8.

### FINANCE, BUDGET AND AUDIT COMMITTEE JULY 18, 2018

**SUBJECT: CONSOLIDATED AUDIT FOR FISCAL YEAR 2017**

**ACTION: RECEIVE AND FILE**

#### **RECOMMENDATION**

RECEIVE AND FILE the Consolidated Audit financial and compliance audit reports completed by Vasquez and Company (Vasquez) and Simpson and Simpson, CPA's (Simpson & Simpson) for the Fiscal Year ending June 30, 2017.

#### **ISSUE**

As the Regional Transportation Planner for Los Angeles County, we are responsible for planning, programming and allocating transportation funding to Los Angeles County jurisdictions, transit operators and other transportation programs. We have the fiduciary responsibility to provide assurance that recipients of funds included in the Consolidated Audit are adhering to the statutes, program guidelines, and/or agreements of each applicable funding source and that operations data used to allocate funds is fair and in accordance with Federal Transportation Authority (FTA) guidelines.

The Consolidated Audit process includes financial and compliance audits of the following programs:

- Local Funding Program to 88 cities and Unincorporated Los Angeles County
  - Proposition A Local Return
  - Proposition C Local Return
  - Measure R Local Return
  - Transit Development Act (TDA) Article 3 and Article 8 Programs
  - Proposition A Discretionary Incentive Program
- Transit System Funds to Commerce, Redondo Beach, Torrance
  - Transit Development Act (TDA) Article 4
  - State Transit Assistance (STA)
  - Proposition A 95% of 40% Discretionary
  - Proposition C 5% Security
  - Proposition C 40% Discretionary
  - Proposition 1B Funds
  - Measure R 20% Bus Operations and Clean Fuel Bus Funds

- Proposition A 40% Discretionary - Growth Over Inflation (GOI) Fund to Burbank, Glendale, LADOT and Pasadena Transit System Operators
- Fare Subsidies Programs
  - Immediate Needs Transportation Program (INTP)
  - Rider Relief Transportation Program (RRTP)
  - Support for Homeless Re-Entry (SHORE) Program
- Metrolink Program
- EZ Transit Pass Program
- Access Services
- LADOT Operating Data (Proposition A Incentive Programs)

We allocate over \$400 million annually to these programs and distribute them to 88 cities in Los Angeles County, the County of Los Angeles and other agencies. Audits of these programs are needed to ensure that the agencies comply with the applicable rules, regulations, policies, guidelines and executed Memorandums of Understanding (MOU). The audits also serve as a program management tool for effectively managing and administering these programs.

Vasquez and Simpson & Simpson performed the financial and compliance audits to provide assurance to management whether recipients of subsidies included in the Consolidated Audit are adhering to the statutes of each applicable funding source. The audits were conducted in accordance with generally accepted government auditing standards and the American Institute of Certified Public Accountants' Standards.

## **DISCUSSION**

### **Local Return**

#### **Proposition A and C**

Vasquez and Simpson & Simpson found that the Cities and County, with the exception of the City of Compton, complied in all material respects, with the Guidelines and Requirements referred to above that could have a direct and material effect on the Local Return Programs for the year ended June 30, 2017.

The auditors found 67 instances of non-compliance for Proposition A and C. Questioned costs totaling \$2.2 million and \$1.8 million for Proposition A and Proposition C, respectively represent approximately 1% of each total fund reviewed. The Local Return Program Manager is working with the cities to resolve the findings. The respective auditors will validate the resolution of the findings identified in these audits in the following years' audits.

#### **Measure R**

Vasquez and Simpson & Simpson found that the Cities and County complied in all material respects, with the Guidelines and Requirements referred to above that could have a direct and material effect on the Local Return Programs for the year ended June 30, 2017. The Measure R Local Return audit results were presented to the Measure R Independent Taxpayer Oversight Committee (MRITOC) on March 13, 2018. A Public Hearing for MRITOC was also conducted to receive public input on May 15, 2018.

The auditors found 32 instances of non-compliance for Measure R. Questioned costs totaling \$2.3 million for Measure R represent approximately 2% of the total amount reviewed. The Local Return Program Manager is working with the cities to resolve the findings. The respective auditors will validate the resolution of the findings identified in these audits in the following years' audits.

#### Non-Local Return

The auditors found that schedules/financial statements for the various programs included in the Consolidated Audit present fairly, in all material respects. They also found that the entities complied, in all material respects, with the compliance requirements of their respective guidelines. However, the auditors noted several compliance findings; one finding for Metrolink program, eleven findings for the TDA Article 3 program and five for the EZ Transit Pass Program. Eleven compliance findings were also identified for the INTP (6), and RRTP (5) programs. Two compliance findings for the SHORE Program and one compliance finding for Access Services were also identified. Metro Program Managers are working with the funds recipients to resolve the findings. The respective auditors will validate the resolution of the findings identified in these audits in the following years' audits.

Due to the considerable size of the documents, we have attached the Report on Compliance with Requirements Applicable to Proposition A and C and Measure R Ordinances and Proposition A and C and Measure R Local Return Guidelines by each of the firms (Attachment A through D). As a savings measure the remaining Consolidated Audit reports can be accessed online.

For the audit reports issued by Vasquez, please visit:

[http://libraryarchives.metro.net/DB\\_Attachments/Vasquez\\_Reports\\_FY17/](http://libraryarchives.metro.net/DB_Attachments/Vasquez_Reports_FY17/)  
<[http://libraryarchives.metro.net/DB\\_Attachments/Vasquez%20Reports%20FY17/](http://libraryarchives.metro.net/DB_Attachments/Vasquez%20Reports%20FY17/)>

For the audit reports issued by Simpson & Simpson, please visit:

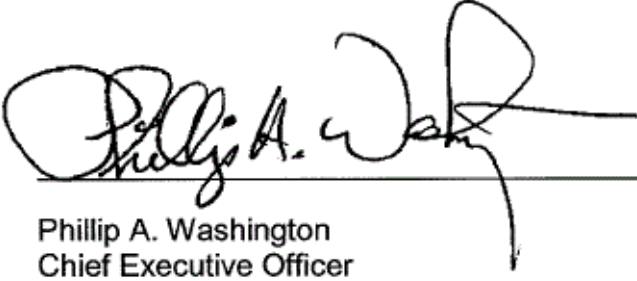
[http://libraryarchives.metro.net/DB\\_Attachments/Simpson\\_Reports\\_FY17/](http://libraryarchives.metro.net/DB_Attachments/Simpson_Reports_FY17/)  
<[http://libraryarchives.metro.net/DB\\_Attachments/Simpson%20Reports%20FY17/](http://libraryarchives.metro.net/DB_Attachments/Simpson%20Reports%20FY17/)>

#### **ATTACHMENTS**

- A. Report on Compliance with Requirements Applicable to Proposition A and Proposition C Ordinances and Proposition A and Proposition C Local Return Guidelines (Vasquez)
- B. Report on Compliance with Requirements Applicable to Proposition A and Proposition C Ordinances and Proposition A and Proposition C Local Return Guidelines (Simpson & Simpson)
- C. Report on Compliance with Requirements Applicable to Measure R Ordinance and Measure R Local Return Guidelines (Vasquez)
- D. Report on Compliance with Requirements Applicable to Measure R Ordinance and Measure R Local Return Guidelines (Simpson & Simpson)

Prepared by: Lauren Choi, Sr. Manager, Audit, (213) 922-3926  
Monica Del Toro, Audit Support Manager, (213) 922-7494

Reviewed by: Diana Estrada, Chief Auditor, (213) 922-2161



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Phillip A. Washington  
Chief Executive Officer

Attachment A

[http://libraryarchives.metro.net/DB\\_Attachments/07062018\\_Attachment\\_A\\_Prop\\_A\\_&\\_C\\_Vasquez.pdf](http://libraryarchives.metro.net/DB_Attachments/07062018_Attachment_A_Prop_A_&_C_Vasquez.pdf)

Attachment B

[http://libraryarchives.metro.net/DB\\_Attachments/07062018\\_Attachment\\_B\\_Prop\\_A\\_&\\_C\\_Simpson.pdf](http://libraryarchives.metro.net/DB_Attachments/07062018_Attachment_B_Prop_A_&_C_Simpson.pdf)



Attachment C

[http://libraryarchives.metro.net/DB\\_Attachments/07062018\\_Attachment\\_C\\_MR\\_Vasquez.pdf](http://libraryarchives.metro.net/DB_Attachments/07062018_Attachment_C_MR_Vasquez.pdf)

Attachment D

[http://libraryarchives.metro.net/DB\\_Attachments/07062018\\_Attachment\\_D\\_MR\\_Simpson.pdf](http://libraryarchives.metro.net/DB_Attachments/07062018_Attachment_D_MR_Simpson.pdf)



## Board Report

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File #: 2018-0291, File Type: Policy

Agenda Number: 15.

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### PLANNING AND PROGRAMMING COMMITTEE JULY 18, 2018

**SUBJECT: SENATE BILL 1 ACCOUNTABILITY MEASURES**

**ACTION: RECEIVE AND FILE**

#### **RECOMMENDATION**

RECEIVE AND FILE report on Accountability Guidelines and the Baseline Agreements required by the California Transportation Commission (CTC) for seven projects awarded SB-1 grant funding on May 16, 2018.

#### **ISSUE**

At its May 2018 meeting the CTC awarded grant funding from the first cycle of three new discretionary funding programs created by Senate Bill 1 (SB-1)-the Trade Corridor Enhancement (TCEP), Solutions for Congested Corridors (SCCP), and Competitive Local Partnership (LPP) Programs. Metro received \$703 million in SB-1 grant awards across all eight of its project applications submitted for the LPP, SCCP, and TCEP competitions. Receipt of an SB-1 funding award by the CTC through these three discretionary programs triggers a requirement for Metro to enter into a Baseline Agreement with the CTC and commit to, and comply with, accountability measures and reporting requirements as outlined in the SB-1 Accountability and Transparency Guidelines (Accountability Guidelines). In recognition that these projects must remain on schedule to receive and maintain their SB-1 funding awards, staff will develop an SB-1 accountability report that provides a comprehensive, unified overview of the status of each project that has received an SB-1 discretionary grant award.

#### **BACKGROUND**

Following the adoption of guidelines for each of the three SB-1 discretionary programs (TCEP, SCCP, and LPP) in March 2018, the CTC announced a Call for Project Applications for each program. In response to this opportunity, Metro Planning staff worked across departments and with key stakeholders (e.g., Caltrans, Ports of Los Angeles and Long Beach) to (1) identify candidate projects through the Evaluative Criteria Framework, (2) develop and confirm project schedules, costs, and cashflow assumptions, and (3) create competitive grant applications for the three programs (Attachment A).

Staff submitted grant applications to TCEP, SCCP, and LPP for eight projects, as follows:

- Interstate 5 (I-5) Golden State Chokepoint Relief Project,
- State Route (SR) 71 Freeway Conversion Project,
- SR 57/60 Confluence: Chokepoint Relief Program,
- I-605/SR 91 Interchange Improvement: Gateway Cities Freight Crossroads Project,
- Rosecrans / Marquardt Grade Separation Project (as part of the America's Global Freight Gateway: Southern California Rail Project application),
- Airport Metro Connector 96th Street Transit Station Project,
- La Cañada Flintridge Soundwalls Project; and
- Metro Orange Line Bus Rapid Transit Improvements Project.

On April 25, 2018, CTC staff announced funding recommendations for these three programs- including recommended awards for each one of Metro's eight candidate projects totaling \$703 million. The CTC approved the recommendations and adopted grant awards for Metro's eight projects at their May 16, 2018 meeting.

## DISCUSSION

Pursuant to the Accountability Guidelines, Metro must enter into Baseline Agreements for seven of the eight projects that were awarded SB-1 funding through the LPP, SCCP, and TCEP. The eighth project-the La Cañada Flintridge Soundwalls project-does not require a Baseline Agreement as its LPP award and total project cost fall below the \$10 million award and \$25 million total cost thresholds triggering a Baseline Agreement established for the LPP. Attachment A shows the award funding for the seven projects requiring Baseline Agreements. The CEO or designated staff will execute the required Baseline Agreements under the authority provided by the Board through its October 2016 Board resolution providing the CEO signature authority and delegation for all federal, state, and local grant-related documents and correspondence for Board-approved transportation projects and activities.

### Baseline Agreements

Baseline Agreements commit project applicants and the respective implementing agencies to project scope, benefits, cost, and schedule for any projects receiving SB-1 grant funding. These project elements that are reflected in the Baseline Agreement are part of the CTC award language and are based upon the final application submitted by Metro as developed with input from and vetted by Metro staff across multiple departments. Subsequent to the initial Baseline Agreement, comprehensive reporting is required at various intervals including on the front-end of implementation, while in progress, and at completion as a form of follow-up accountability. **Per the adopted Accountability Guidelines, all projects are required to have a Baseline Agreement in place within four months of the program adoption (May 16, 2018), otherwise projects will not be able to seek funding allocations and funding awards could be deleted from the program.**

The required parties entering into a Baseline Agreement include the project sponsor ("Applicant"), or the agency delivering the project ("Implementing Agency"), Caltrans, and the CTC. Commitments identified within the Baseline Agreement include the following elements:

- Project cost, schedule, scope and anticipated benefits;
- Verification that the match funding sources are committed; and
- Confirmation that the costs, scope and benefits are representative of best estimates.

Further provisions require that the parties adhere to the respective funding program and the SB-1 Accountability Guidelines, including project reporting requirements and project document disclosure for auditing purposes. Attachment B includes the CTC's Project Baseline Agreement template detailing all the agreement recitals and provisions.

### **Reporting Requirements**

Comprehensive reporting is mandated through the Accountability Guidelines, and the Baseline Agreements provide a basis and benchmark for assessing the projects through the Commission's in-progress and follow-up accountability reporting. Quarterly progress reports are to be prepared by Caltrans with input from the Applicant and Implementing Agency through Fiscal Year (FY) 2019, beginning with the first progress report due to the CTC in October 2018. Starting in FY 2020, reporting will become semi-annual with presentations to the CTC in March and October.

Follow-up reporting consists of completion and final delivery reports. The Implementing Agency is required to submit a Completion Report to Caltrans within six months of construction contract acceptance or project operation. Additionally, a Final Delivery Report is to be submitted within 180 days of the project closeout when all activities on the project are concluded and all expenditures are paid and reconciled.

Implementing Agencies that do not comply with the Accountability Guidelines could be subject to adverse actions including, but not limited to:

- Written warning identifying deficiencies and timeline for correction;
- Appearance before CTC to explain the deficiencies and the timeline for correction; and
- Placement on a watch list.

For the most egregious situations, the Implementing Agency may be subject to further actions, including the following:

- Deemed ineligible for future allocations or programming actions; and
- Reduced reimbursements on all invoices until the noncompliance issues are corrected. This penalty shall remain in effect until the reporting cycle after the noncompliance has been resolved.

### **SB-1 Program Requirements per Adopted Accountability Guidelines**

In addition to the reporting requirements for the Accountability Guidelines, the CTC also adopted within each set of Guidelines for the TCEP, SCCP, and LPP explicit accountability measures governing the timely use of funds and approval of extensions for project award or delivery. These additional requirements are found in Attachment C.

The accountability measures provided within each set of Program Guidelines share similar features:

- Timely Use of Funds requires allocation requests be made in the fiscal year in which the

funding is programmed and contract awards made within six months afterwards.

- Time Extensions will only be granted by the CTC for unforeseen, extraordinary circumstances beyond the control of the implementing agency.
- Penalties for delays beyond a Program deadline or approved extension period include the deletion of the project-and its funding-from the Program.
- Cost overruns are the responsibility of the Project sponsor.

### **Development of an SB-1 Accountability Report**

To support Metro's efforts to monitor and maintain project schedules and costs and provide oversight by the Board, staff will develop an SB-1 Accountability Report that provides a comprehensive, unified overview of the status of each project that has received an SB-1 discretionary grant award from the CTC. This report will be presented to the Board on a quarterly basis, with the understanding that staff will come to the Board as needed to provide updates on the progress of these projects and their ability to meet the requirements of the Accountability Guidelines and the respective Program Guidelines under which they were awarded SB-1 funding. This is part of a larger portfolio of monitoring and reporting actions staff is undertaking to maintain our fiduciary stewardship of grant funds and ensure timely obligation and expenditure to deliver projects.

### **DETERMINATION OF SAFETY IMPACT**

Approval of this item will have no direct impact on the safety of Metro customers or employees. However, as these projects include safety enhancements, avoiding potential risks to maintaining the grant funding helps to ensure the timely realization of the projects' anticipated safety benefits.

### **FINANCIAL IMPACT**

Entering into the required Baseline Agreements for the SB-1 grant funded projects retains the \$698 million in SB-1 funding awarded to these seven projects. Further, committing to the reporting requirements and the project scope, benefits, costs and schedule demonstrate effective project delivery and high accountability and transparency around the utilization of SB-1 funds.

#### **Impact to Budget**

The approval of this item has no impact to the FY 2018 Budget.

### **NEXT STEPS**

Metro will:

- Work internally and coordinate with its partnering implementing agencies, including Caltrans, the Ports of Los Angeles and Long Beach and/or the San Gabriel Valley Council of Governments (Alameda Corridor-East Project), to furnish the project scopes, anticipated benefits, costs schedules and other items needed to develop and execute the Baseline

Agreements in a timely manner.

- Develop a comprehensive quarterly accountability report to track the development and implementation of these SB-1 program-funded projects in support of monitoring of project advancement to meet the deadlines provided for in the Accountability Guidelines and in each of the Program Guidelines.
- Develop an augmented accountability report to include other state and federal grant-funded projects (e.g. Infrastructure for Rebuilding America [INFRA], Better Utilizing Investments to Leverage Development [BUILD], Transit Intercity Rail Capital Program [TIRCP]) that can provide the Board with a unified and comprehensive report to track all projects receiving state and/or federal discretionary funds.

## ATTACHMENTS

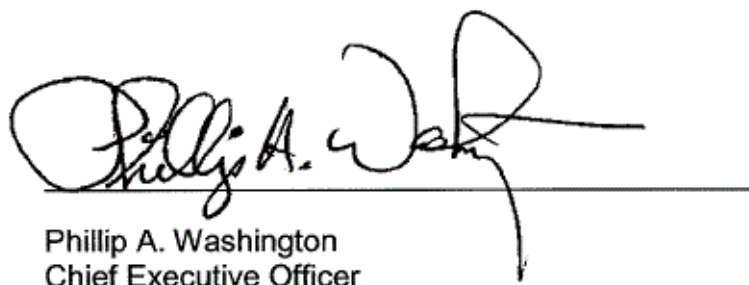
Attachment A - SB-1 Projects Requiring Baseline Agreements

Attachment B - CTC Baseline Agreement Template

Attachment C - Provisions in SB-1 Guidelines for the Timely Use of Funds, Time Extensions, and Penalties for Funding Awarded by the CTC

Prepared by: Zoe Unruh, Principal Transportation Planner, Countywide Planning & Development, (213) 922-2465  
Patricia Chen, Senior Director, Countywide Planning & Development, (213) 922-3041  
Michael Cano, DEO, Countywide Planning & Development, (213) 418-3010  
Wil Ridder, EO, Countywide Planning & Development, (213) 922-2887  
Laurie Lombardi, SEO, Countywide Planning & Development, (213) 418-3251

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



Phillip A. Washington  
Chief Executive Officer

**SB 1 Awards from TCEP, SCCP, and LPP Subject to Baseline Agreements (\$ in millions)\***

TCEP Projects	Project Cost (YOE)	SB-1 TCEP Award	Notice of Determination (Required by November 2018)	Fiscal Year of Programmed Allocation			Contract Award Date (Required by December following end of fiscal year of programmed allocation)			Substantial Completion
				FY 18	FY 19	FY 20	Design (PS&E)	Right-of Way	Construction	
I-5 Golden State Chokepoint Relief Project	\$ 539.2	\$ 247.0	April 2018	-	-	\$ 247.0	June 2016	Jan. 2017	Sept. 2019	Jan. 2023
SR 71 Freeway Conversion Project	\$ 175.5	\$ 44.0	January 2018	-	-	\$ 44.0	July 2016	July 2017	Feb. 2020	July 2024
SR 57/60 Confluence: Chokepoint Relief Program	\$ 288.6	\$ 22.0 <sup>1</sup>	December 2013	-	\$ 22.0	-	June 2018	Sept. 2018	Jan. 2021	Dec. 2024
I-605/SR 91 Interchange Improvement: Gateway Cities Freight Crossroads Project	\$ 187.8	\$ 32.0 <sup>2</sup>	November 2018	-	\$ 32.0	-	Feb. 2019	Nov. 2018	Nov. 2020	Dec. 2023
Rosecrans/Marquardt Grade Separation Project (as part of Southern California Rail Project)	\$ 155.3	\$ 9.0	March 2018	-	-	\$ 9.0	May 2015	Sept. 2017	April 2020	June 2022

<sup>1</sup> \$17 million awarded for PS&E; \$5 million awarded for Right-of-Way

<sup>2</sup> \$3 million awarded for PS&E; \$29 million awarded for Right-of-Way

\*Shaded items represent critical milestones linked to SB 1 funding as required by CTC in each program's guidelines



SCCP Project	Project Cost (YOE)	SB-1 SCCP Award	Notice of Determination	Fiscal Year of Programmed Allocation			Contract Award Date (Required by December following end of fiscal year of programmed allocation)			Substantial Completion
				FY 18	FY 19	FY 20	Design (PS&E)	Right-of Way	Construction	
Airport Metro Connector/ 96th Street Transit Station Project	\$ 525.2	\$ 150.0	N/A	-	-	\$ 150.0	May 2017	April 2017	Dec 2019	June 2023

LPP Projects	Project Cost (YOE)	SB-1 LPP Award	Notice of Determination	Fiscal Year of Programmed Allocation			Contract Award Date (Required by December following end of fiscal year of programmed allocation)			Substantial Completion
				FY 18	FY 19	FY 20	Design (PS&E)	Right-of Way	Construction	
Orange Line Bus Rapid Transit Improvements	\$ 320.3	\$ 75.0	N/A	-	-	\$ 75.0	March 2020	Oct. 2018	March 2020	Aug. 2023
La Cañada Flintridge Soundwalls Project	\$ 10.7	\$ 5.0	N/A	-	-	\$ 5.0	July 2018	April 2019	June 2020	Nov. 2021

\*Shaded items represent critical milestones linked to SB 1 funding as required by CTC in each program's guidelines

**ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**PROJECT BASELINE AGREEMENT**

*[insert Project Name]*

Resolution \_\_\_\_\_

**1. FUNDING PROGRAM**

- Active Transportation Program
- Local Partnership Program (Competitive)
- Solutions for Congested Corridors Program
- State Highway Operation and Protection Program
- Trade Corridor Enhancement Program

**2. PARTIES AND DATE**

- 2.1 This Project Baseline Agreement (Agreement) for the *[insert Project Name]*, effective on *[insert date Commission approved baseline]*, is made by and between the California Transportation Commission (Commission), the California Department of Transportation (Caltrans), the Project Applicant, *[insert Name of Project Applicant]*, and the Implementing Agency, *[insert Name of Implementing Agency]*, sometimes collectively referred to as the “Parties”.

**3. RECITAL**

- 3.2 Whereas at its *[insert meeting date Commission programmed project]* meeting the Commission approved the *[insert Funding Program]* and included in this program of projects the *[insert Project Name]*, the parties are entering into this Project Baseline Agreement to document the project cost, schedule, scope and benefits, as detailed on the Project Programming Request Form attached hereto as Exhibit A and the Project Report attached hereto as Exhibit B, as the baseline for project monitoring by the Commission.
- 3.3 The undersigned Project Applicant certifies that the funding sources cited are committed and expected to be available; the estimated costs represent full project funding; and the scope and description of benefits is the best estimate possible.

**4. GENERAL PROVISIONS**

The Project Applicant, Implementing Agency, and Caltrans agree to abide by the following provisions:

- 4.1 To meet the requirements of the Road Repair and Accountability Act of 2017 (Senate Bill [SB] 1, Chapter 5, Statutes of 2017) which provides the first significant, stable, and on-going increase in state transportation funding in more than two decades.
- 4.2 To adhere, as applicable, to the provisions of the Commission:
- Resolution *[insert number]*, “Adoption of Program of Projects for the Active Transportation Program”, dated *[insert date]*.
  - Resolution *[insert number]*, “Adoption of Program of Projects for the Local Partnership Program”, dated *[insert date]*
  - Resolution *[insert number]*, “Adoption of Program of Projects for the Solutions for Congested Corridors Program”, dated *[insert date]*
  - Resolution *[insert number]*, “Adoption of Program of Projects for the State Highway Operation and Protection Program”, dated *[insert date]*
  - Resolution *[insert number]*, “Adoption of Program of Projects for the Trade Corridor Enhancement Program”, dated *[insert date]*
- 4.3 All signatories agree to adhere to the Commission’s *[insert Funding Program(s)]* Guidelines. Any conflict between the programs will be resolved at the discretion of the Commission.
- 4.4 All signatories agree to adhere to the Commission’s SB 1 Accountability and Transparency Guidelines and policies, and program and project amendment processes.
- 4.5 The *[insert agency(s)]* agrees to secure funds for any additional costs of the project.
- 4.6 The *[insert agency(s)]* agrees to report to Caltrans on a quarterly basis; after July 2019, reports will be on a semi-annual basis on the progress made toward the implementation of the project, including scope, cost, schedule, outcomes, and anticipated benefits.
- 4.7 Caltrans agrees to prepare program progress reports on a quarterly basis; after July 2019, reports will be on a semi-annual basis and include information appropriate to assess the current state of the overall program and the current status of each project identified in the program report.
- 4.8 The *[insert agency(s)]* agrees to submit a timely Completion Report and Final Delivery Report as specified in the Commission’s SB 1 Accountability and Transparency Guidelines.
- 4.9 All signatories agree to maintain and make available to the Commission and/or its designated representative, all work related documents, including without limitation engineering, financial and other data, and methodologies and assumptions used in the determination of project benefits during the course of the project, and retain those records for four years from the date of the final closeout of the project. Financial records will be maintained in accordance with Generally Accepted Accounting Principles.
- 4.10 The Transportation Inspector General of the Independent Office of Audits and Investigations has the right to audit the project records, including technical and financial data, of the Department of Transportation, the Project Applicant, the Implementing

Agency, and any consultant or subconsultants at any time during the course of the project and for four years from the date of the final closeout of the project, therefore all project records shall be maintained and made available at the time of request . Audits will be conducted in accordance with Generally Accepted Government Auditing Standards.

**5. SPECIFIC PROVISIONS AND CONDITIONS**

5.1 Project Schedule and Cost

See Project Programming Request Form, attached as Exhibit A.

5.2 Project Scope

See Project Report or equivalent, attached as Exhibit B. At a minimum, the attachment shall include the cover page, evidence of approval, executive summary, and a link to or electronic copy of the full document.

5.3 Other Project Specific Provisions and Conditions

**Attachments:**

Exhibit A: Project Programming Request Form

Exhibit B: Project Report

**SIGNATURE PAGE**  
**TO**  
**PROJECT BASELINE AGREEMENT**

*[insert Project Name]*

Resolution \_\_\_\_\_

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Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Project Applicant \_\_\_\_\_

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Name \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_  
Implementing Agency \_\_\_\_\_

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Laurie Berman \_\_\_\_\_ Date \_\_\_\_\_  
Director \_\_\_\_\_  
California Department of Transportation

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Susan Bransen \_\_\_\_\_ Date \_\_\_\_\_  
Executive Director \_\_\_\_\_  
California Transportation Commission

**Provisions in SB-1 Program Guidelines for the Timely Use of Funds, Time Extensions,  
and Penalties for Funding Awarded by the CTC**

**FY 2018-2020 Trade Corridor Enhancement Program (TCEP)<sup>1</sup>**

Major criteria for determining eligibility

Two requirements determined eligibility for FY 2018-2020 TCEP projects – the deadlines for a project to execute a Notice of Determination and a Construction Contract Award.

**Notice of Determination (NOD):** Capital costs will only be programmed if a NOD is filed, in accordance with CEQA, within six months of program adoption, which occurred on May 16, 2018.

**Construction Contract Award:** The construction contract award must be made within six months of the end of the fiscal year in which the CTC has programmed funding for construction. As the end of the fiscal year is June 30<sup>th</sup>, the award must be made by December 30<sup>th</sup> of the same calendar year. As the final fiscal year programmed in this TCEP cycle is FY 2020, a project must be able to award a construction contract by December 30<sup>th</sup>, 2020 to be eligible for programming consideration in this cycle of TCEP.

Timely Use of Funds

**Allocations:** Allocations must be requested in the fiscal year of project programming, and construction allocations are valid for six months from the date of allocation unless the CTC approves an extension.

**Project Development or Right-of-Way:** Funds allocated for project development or right-of-way costs must be expended by the end of the second fiscal year following the fiscal year in which the funds were allocated. The implementing agency must invoice Caltrans for these costs no later than 180 days after the fiscal year in which the final expenditure occurred.

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<sup>1</sup> <http://catc.ca.gov/programs/sb1/tcep/docs/sb1-tcep-final-guidelines-v2-101817.pdf>

## ATTACHMENT C

Projects that receive funds for capital costs (Right-of-Way and Construction) will only be programmed if a Notice of Determination (NOD) is filed by November 16, 2018 (six months after the program adoption).

For projects that are receiving funds in fiscal year 2019, allocation requests must be made by June 2019, and if the construction component is receiving funds, a construction contract award must be made by December 2019.

For projects receiving funds in the fiscal year 2020, allocation requests must be made by June 2020, and a construction contract award must be made by December 2020.

### Time extensions

**Allocations:** The CTC may extend the deadline only once for allocation and only if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. The extension will not exceed the period of delay directly attributed to the extraordinary circumstance and cannot exceed twelve months.

**Contract Awards:** The CTC may extend the deadline only once for contract award and only if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. The extension will not exceed the period of delay directly attributed to the extraordinary circumstance and cannot exceed twelve months.

**Expenditures:** The CTC may extend the deadlines for expenditures for project development or right-of-way, or for contract completion no more than one time, only if it finds that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. The extension will not exceed the period of delay directly attributed to the extraordinary circumstance and cannot exceed more than 20 months for project completion and 12 months for expenditure.

## ATTACHMENT C

### Penalties for delays and cost overruns

If the NOD is not filed by November 16, 2018 for a project that received capital funds, the project will be deleted from the program.

If the project schedule slips to the point that programmed funds are not allocated within the fiscal year programmed or within the time allowed by an approved allocation extension, the project will be deleted from the program.

### Cost Overruns

Any cost overruns are at the expense of the project sponsor.



### FY 2018-2021 Solutions for Congested Corridors Program (SCCP)<sup>2</sup>

#### Major criteria for determining eligibility

The main criterion for determining project eligibility in the FY 2018-2021 SCCP was that a project must meet the latest possible timely use of funds deadlines for construction within this funding cycle, which require the allocation of construction funds by June 2021 and construction contract award by December 2021.

#### Timely Use of Funds

Funding allocations must be requested in the fiscal year of project programming, and are valid for award for six months from the date of allocation unless the CTC approves an extension.

After award of contract, the implementing agency has up to 36 months to complete (accept) the contract. At the time of fund allocation, the Commission may extend the deadline for completion of work and the liquidation of funds if necessary to accommodate the proposed expenditure plan for the project.

#### Penalties for delays and cost overruns

When programmed funds are not allocated within the fiscal year programmed or within the time allowed by an approved extension, the project will be deleted from the Program. Failure to meet either of the aforementioned deadlines will result in loss of SCCP funds.

To allocate construction funds by June 2021, projects must be ready-to-advertise and committed local funds must be available by April 2021. Delays in the environmental, design, and/or right-of-way phases threaten project readiness. Once funds are allocated, Metro is required to award a construction contract within six months. Cost overruns that contribute to project delay or jeopardize availability of committed funds may lead to loss of funds.

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<sup>2</sup> <http://www.catc.ca.gov/programs/sb1/sccp/docs/sb1-sccp-final-adopted-guidelines-and-resolution-120617.pdf>

### Time extensions

Time extensions can only be granted once for each stage of delivery if an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. The extension will not exceed the period of delay directly attributed to the extraordinary circumstance.

The CTC may extend a deadline for allocation and award upon the request of the implementing agency for a period no longer than 12 months and only if the delay is attributable to an extraordinary circumstance beyond the control of the implementing agency.

The CTC may provide an extension for the deadline for expenditure and for project completion only due to an extraordinary circumstance. The time of extension cannot exceed more than 12 months for expenditure and 20 months for project completion.

### Cost Overruns

Any cost overruns are at the expense of the project sponsor.

### FY 2018-2020 Local Partnership Program – Competitive Program (LPP)<sup>3</sup>

#### Major criteria for determining eligibility

The main criterion for determining project eligibility in the 2018 LPP Competitive Program was whether a project could meet the latest possible timely use of funds deadlines for construction within this funding cycle which are to allocate construction funds by June 2020 and award a construction contract by December 2020.

#### Timely Use of Funds

**Allocations:** Allocations must be requested in the fiscal year of project programming. Construction allocations are valid for award for six months from the date of allocation unless the Commission approves an extension.

**Contract Award:** After award of the contract, the implementing agency has up to 36 months to complete (accept) the contract. At the time of fund allocation, the CTC may extend the deadline for completion of work and the liquidation of funds if necessary to accommodate the proposed expenditure plan for the project.

**Project development or right-of-way:** Funds allocated for project development or right-of-way costs must be expended by the end of the second fiscal year following the fiscal year in which the funds were allocated. The implementing agency must invoice Caltrans for these costs no later than 180 days after the fiscal year in which the final expenditure occurred.

#### Time extensions

Time extensions can only be granted once for each phase of the project as follows:

- **Allocation:** If the CTC determines that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. The extension will not exceed 12 months.
- **Contract Award:** If the CTC determines that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. The extension will not exceed 12 months.

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<sup>3</sup> <http://catc.ca.gov/programs/sb1/lpp/docs/sb1-lpp-revised-final-guidelines-and-resolution-120617.pdf>

## ATTACHMENT C

- **Expenditures for project development or right-of-way, or for contract completion:** If the CTC determines that an unforeseen and extraordinary circumstance beyond the control of the responsible agency has occurred that justifies the extension. The extension will not exceed the period of delay directly attributed to the extraordinary circumstance and cannot exceed more than 12 months for expenditure and 20 months for project completion.

### Penalties for delays and cost overruns

Any funds for which a contract has not been awarded within six months or prior to the expiration of an extension to the period of allocation will be deallocated.

Failure to meet either of the aforementioned deadlines will result in loss of LPP funds. To allocate construction funds by June 2020, projects must be ready-to-advertise and committed local funds must be available by April 2020. Delays in the environmental, design, and/or right-of-way phases threaten project readiness.

Once funds are allocated, Metro is required to award a construction contract within six months. Cost overruns that contribute to project delay or jeopardize availability of committed funds may ultimately lead to the loss of funds.

### Cost Overruns

Any cost overruns are at the expense of the project sponsor.



## Board Report

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File #: 2018-0441, File Type: Oral Report / Presentation

Agenda Number: 18.

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**REVISED  
PLANNING AND PROGRAMMING COMMITTEE  
JULY 18, 2018**

**SUBJECT: METRO BIKE SHARE**

**RECOMMENDATION**

RECEIVE oral report on Metro Bike Share.

**DISCUSSION**

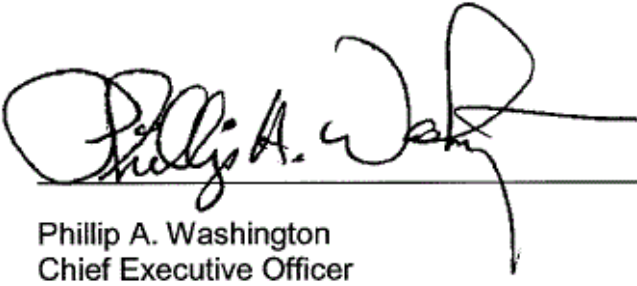
Receive oral report on Metro Bike Share Program Board Motion related to item 17 (Metro Bike Share Business Plan and Fare Structure) approved at the May 2018 Board meeting requesting staff to pursue qualifying MTA's bicycle programs (i.e. bike share) legislatively as a transit transportation mode which reduces trips and greenhouse gas emissions, therefore making the programs eligible for Cap-and-Trade funds or other state or federal funding.

Staff has reviewed current state and federal funding programs that are available for bike share. Under both federal and state requirements, funds are restricted to capital only expenditures. Per the Federal Transit Administration (FTA), capital expenses cannot include the purchase of bicycles specifically. Currently bicycles and bike share programs are not qualified as a transit transportation mode per se but viewed instead as complementing the existing transit system (bus or rail) to provide first and last mile access. State eligibility requirements are very similar to those at the federal levels; however, bicycles themselves can be purchased with state funds. On-going operations and maintenance are not eligible for federal or state funding at this time.

Staff will monitor state and federal programs for any changes to current eligibility guidelines and will pursue legislation efforts to take advantage of any funding opportunities as they come available in the future.

Prepared by: Dolores Roybal-Saltarelli, Senior Director, Countywide Planning & Development, (213) 922-3024  
Frank Ching, DEO, Countywide Planning & Development, (213) 922-3033

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



Phillip A. Washington  
Chief Executive Officer



**Planning and Programming Committee**  
**July 18, 2018**  
**Legistar File 2018-0441**

**Motion Response**  
**July 2018**

# Background

Total Trips



473,318

Passes Sold



16,559

Calories Burned



34,977,826

Miles Traveled



1,407,326

Emissions Reduced

Pounds of CO<sub>2</sub>



1,336,960

60% of users are making first/last mile connections to transit

\* Data illustrates performance between July 7, 2016 to June 30, 2018



\*Program inception date – July 7, 2016



# Metro Bike Share Program Cost Summary

	Total	Grants	Fare Box Revenue	Cost Reimbursement from Cities	Metro Costs
Capital	\$ 8,582,740	\$ (6,796,521)		\$ (716,494)	\$ 1,069,725
Pre-Launch	\$ 3,184,068			\$ (2,069,644)	\$ 1,114,424
O&M	\$ 9,857,575		\$ (1,327,686)	\$ (5,544,428)	\$ 2,985,461
<b>Total</b>	<b>\$ 21,624,383</b>	<b>\$ (6,796,521)</b>	<b>\$ (1,327,686)</b>	<b>\$ (8,330,566)</b>	<b>\$ 5,169,610</b>

- Cumulative since inception of the program to May 2018
- Metro Capital and Pre- Launching Cost was funded by Measure M 2% and General Fund.
- Metro Operating and Maintenance Cost was funded by Prop C 25% and General Fund.



# Motion Response

- Motion directive: “pursue qualifying MTA’s bicycle programs as transportation mode, which should be eligible for funding from State or Federal funds” and “report back to the Board in 60 days with an update on staff efforts/information and a path forward with next steps.”



# Motion Response

- Foundational Background:
- Under both federal and state regulation, pedestrian and bicycle investments are currently recognized as transportation modes
  - Titles 23 and Title 49 of USC; bike and pedestrian transport eligible for funding in numerous categories.

[https://www.fhwa.dot.gov/environment/bicycle\\_pedestrian/funding/funding\\_opportunities.cfm](https://www.fhwa.dot.gov/environment/bicycle_pedestrian/funding/funding_opportunities.cfm)

- Restrictions do apply; for example, funding largely limited to capital, not operations.



# Motion Response

- No legislative or regulatory actions are needed to receive state or federal funding; however, changes would be needed to expand specific eligibilities.
- In March of 2016 – Metro board approved a SUPPORT position for H.R. 4343 (Earl Blumenauer)
  - if enacted, adds bikeshare projects to the formal definitions of transit projects
  - makes clear to states that administer FHWA funding that bikeshare is eligible to receive federal funding
  - Staff recommends in 2018 a Board adopted SUPPORT position for H.R. 3305 (Blumenauer)-same as H.R. 4343



# Motion Response

- Metro's 2018 State Legislative Program includes staff direction to advocate for and support funding for Metro's first/last mile, bike and pedestrian safety projects under the State's Active Transportation and Local Planning Grants programs
- At the June meeting, CTC allocated state grant funding for capital expenditures to expand bike share to the communities around USC/Expo Park.
- Cycle 4 of state Active Transportation Program Grants due July 2018; next cycle in roughly 2 years.

# Motion Response

- Note that major state and federal bike/ pedestrian dedicated funding is programmatically combined in CA; administered by Caltrans
- The May motion was too late to implement bills in 2018 legislative sessions; staff will recommend proposals to address expanded investment authorities, to include in the Board's 2019 legislative program (adopted January ).
- Staff will pursue legislative changes, beginning with Cap and Trade, as well as current state and federal program eligibility guidelines that will provide other funding opportunities for the program.



**Board Report**

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**File #:** 2018-0104, **File Type:** Informational Report

**Agenda Number:** 19.

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**PLANNING AND PROGRAMMING COMMITTEE  
JULY 18, 2018**

**SUBJECT: TRANSIT ORIENTED DEVELOPMENT PLANNING  
GRANT PROGRAM**

**ACTION: RECEIVE AND FILE**

**RECOMMENDATION**

RECEIVE AND FILE report on the Transit Oriented Development Planning Grant Program.

**ISSUE**

At the February 2018 Metro Board meeting, the Board directed staff to report back on lessons learned, best practices, and options for future rounds of the Transit Oriented Development (TOD) Planning Grant Program (Program). Existing funds for the TOD Planning Grant Program were largely exhausted with Round 5, which awarded \$3,080,500 to eight projects in March 2018. To date, the Board has awarded funds totaling \$24.6 million which is summarized in Attachment A.

This report provides an update on the Program's accomplishments to date and recommends staff further analyze the outcomes of the program to determine if, and in what form, the Program should continue.

**DISCUSSION**

**Program Overview**

Metro developed the Program in 2011 to spur the adoption of transit-supportive regulatory plans that advance thoughtful integration of land use and transportation planning, with a goal of increasing transit ridership. The Program's other goals and objectives include:

- Support municipalities in implementing complementary transit-supportive infrastructure projects and affordable housing.
- Improve local and regional efforts for equitable integration of transportation and community planning.
- Improve the transit network and increase utilization of public transit by reducing the number of modes of transportation necessary to access regional and local transit lines.
- Further the reduction in greenhouse gases by encouraging in-fill development along transit

corridors and transit use.

- Support and implement sustainable development principles.
- Increase opportunities to meaningfully engage diverse stakeholders, especially underserved and vulnerable communities, in advancing transit-supportive planning efforts across the region.

The Program was developed to respond to a lack of funding and initiative for cities to pursue transit-supportive land use planning around Metro's rapidly expanding transit system. With the passage of Measure R, Metro began its work of doubling the rail system. Land use planning is typically funded by cities through general funds, or was often funded and undertaken by redevelopment agencies. In 2011, while Measure R projects were moving ahead, cities were deep in a recession and the State eliminated redevelopment agencies - leaving a lack of funding and staff resources for land use planning not to mention a lack of focus on this issue due to other pressing municipal needs.

Transit-supportive regulatory plans include but are not limited to new or amended specific plans, ordinances, overlay zones or general plan amendments, transit village development districts, and environmental studies required for adopting new or amended regulatory documents. By creating a transit-supportive regulatory environment that aligns with Metro's goals of creating Transit Oriented Communities (TOCs), the projects funded by the Program will, in the long term, increase the accessibility and utilization of public transit.

In addition to funding land use plans, in Round 5, Metro introduced the Transit Oriented Communities Tax Increment Financing Pilot (TOC TIF Pilot) Program. The TOC TIF Pilot funds feasibility studies for eligible cities and/or the County to consider tax increment financing districts around transit stations. Three cities were awarded TOC TIF Pilot grants in Round 5.

Eligible applicants for the Program have been the County and all cities with regulatory jurisdiction within a one-half mile radius of Metrolink, Metro Rail, or Metro Transitway/Bus Rapid Transit stations and adjacent transit corridors.

#### Program Accomplishments and Lessons Learned to Date

Since Program inception, Metro has funded 43 projects in 32 jurisdictions across all five supervisorial districts of the County, totaling \$24.6 million dollars in five rounds of the Program. These plans are impacting the land use around 95 Metro, Metrolink and Bus Rapid Transit Stations. (See Attachment A)

As a grant administrator and a stakeholder with a vested interest in the Program's success, staff has identified the following lessons learned from Rounds 1-5:

- **Release a new funding cycle every other year.** This allows adequate time for staff to update the program, conduct outreach during pre- and post-release of the grant application, develop statements of work with new grantees, train new grantees in the Metro grant reporting and invoicing system, manage existing grants (including provision of technical assistance and ensuring compliance with Metro Program goals and objectives). In addition, in past rounds that were released more frequently, interested cities expressed inability to respond to rounds



at such high frequencies. Many grant programs follow biennial application format both to manage staff resources, allow applicants the ability to prepare meaningful responses and ensure adequate competition for funds.

- **Coordinate with other Metro programs/projects** that are working on issues related to land use and TOC. Examples include:
  - West Santa Ana Branch Project
  - Joint Development Projects
  - First/Last Mile planning
  - Systemwide design
  - Transit Corridors planning
- **Streamline administration** through updates to guidelines, grant agreements, and quarterly reporting procedures.
- **Collect lessons learned, challenges and outcomes** through quarterly briefings with grant recipients and an assessment of grant-funded work once each grant-funded plan is completed. Quarterly briefings are critical to ensure that grantees' work efforts are aligned with Metro's goals, for learning how best to leverage grant funds to enable TOCs, and for refining the Program guidelines and administration in future rounds. They also help Metro understand the outcomes of the Program. These briefings have been on hold due to limited staff resources for the Program.
- **Align resource requirements to reflect program expectation.** The Board has on several occasions noted that technical assistance should be provided to capacity-challenged local jurisdictions to assist them in competing for grant opportunities on par with larger cities. When the TOD Planning Grant Program was originally introduced, no new staffing resources were identified. While existing departmental resources were directed to this effort, a more robust technical assistance objective appears warranted given the interest in TOC overall. To the extent that the Board elects to continue the program, sufficient resources must be put in place to support both administrative requirements, including technical assistance, as well as desired strategic outcomes.
- **Update the Program Guidelines to advance strategic opportunities and partnerships** to further Metro's goals and objectives. For example, in 2016, Metro developed the Transit Supportive Planning Toolkit, which includes a wealth of Los Angeles County-relevant transit-supportive planning best practices and case studies that will guide the development of regulatory plans. Additionally, in Round 5, staff introduced the TOC TIF Pilot Program which will fund grantees to explore the feasibility of creating TIF districts. The TOC TIF pilot program was developed through interagency coordination with Southern California Association of Governments and the Los Angeles County Office of the Chief Executive Officer. If TIF districts are found to be viable and are pursued, they could result in funding mechanisms for affordable housing, first/last mile improvements, and other TOC activities.

Any future rounds of the Program offer opportunities to cross-reference and incentivize the

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goals of new policies, in particular the Equity Platform (adopted in February 2018), the TOC Policy (adopted June 2018) and the Vision 2028.

### Program Outcomes

The lessons learned above focus largely on grant management and administration, largely because Metro has little data at this time as to whether the Program is achieving the desired outcomes. These outcomes could include understanding the impact of the plans adopted as a result of the program (i.e., higher densities allowed, reductions in parking requirements, equity provisions included, etc.) and whether the plans are aligned with other core Metro goals with respect to equity and transit-supportive land use. This assessment requires a commitment of staff resources that to date has not been available. It is staff's view that broad interest across the County is not sufficient to commit another round of multiyear funding, absent an evaluation of program effectiveness.

### Funding Outlook

Funding for Rounds 1-5 was programmed through the Short Range Transportation Plan (SRTP) with \$24.6 million from Fiscal Year (FY) 13 through FY 19. The Program was funded by a combination of Measure R 2% (Metro Rail Capital - System Improvements, Rail Yards, and Rail Cars) and Measure R 3% (Metrolink Capital Improvement Projects within Los Angeles County - Operations, Maintenance, and Expansion). Round 5 largely exhausted SRTP funds for the Program. Metro has not allocated or programmed any funding for additional, future rounds of the Program, and funding for future rounds is not in the Long Range Transportation Plan Financial Forecast that was last updated in October 2017.

It is important to acknowledge that since 2011, additional sources of funding have become available for municipalities seeking to pursue transit-supportive land use plans. These include:

- FTA TOD Pilot Program: the FTA will fund transit agencies partnered with municipalities up to \$2 million to pursue comprehensive planning efforts around new transit lines. In a prior round, Metro successfully partnered with EcoRapid and the City of South Gate to secure \$2 million for the West Santa Ana Branch TOD Strategic Implementation Plan.
- SB2: provides funding for municipalities to update/create General Plans/Community Plans and Specific Plans. Program guidelines are still under development through the State's Office of Planning and Research;
- Measure M Local Return: with the June 2018 Metro Board adoption of the Transit Oriented Communities (TOC) Policy, Local Return funds can be spent by municipalities on land use planning that removes regulatory barriers to achieving TOCs.
- Municipalities: Now out of recession, and with the passage of Measure M, municipalities are renewing commitment to proactive land use planning around existing and planned transit stations. For example, the County of Los Angeles recently adopted a motion directing a comprehensive TOD planning process around transit stations, and the City of Los Angeles has committed to updating all 35 of its Community Plans within 6 years.

### Recommendations Moving Forward

Based on the lessons learned from Rounds 1-5, availability of new funding sources for land use planning, and new policies (TOC Policy, Equity Platform and Vision 2028) directing Metro's work and influence around land use leadership in the County, staff will pursue the following next steps to assess the viability of a future Planning Grant program:

- Assess outcomes: perform a deeper assessment of completed land use plans and studies funded by the Program, as well as those plans at least 50% complete, to determine the outcomes for transit-supportive land use planning. The assessment will also survey cities on their willingness/commitment to undertaking transit-supportive land use planning and identify barriers to this work;
- Alternative funding: track the funding opportunities created by SB2, along with other state and federal sources, to determine whether Metro's direct funding of land use planning is required;
- Land Use Leadership: working with municipal partners, educational institutions, advocacy groups and other stakeholders, and based on Metro's TOC Policy, Equity Platform and Vision 2028, develop an approach for Metro to exercise transit-supportive land use leadership across LA County.

This additional analysis will take 12 months and will result in a report to the Metro Board.

### NEXT STEPS

Staff will continue to monitor the TOC TIF Pilot Program, implement the recently-approved Round 5 applications, and provide support to grantees from Rounds 1-4. Staff will begin work on the recommended studies and assessment of Program outcomes and report to the Board in 12 months with a recommended approach to demonstrating transit-supportive land use leadership in LA County.

### ATTACHMENTS

Attachment A - TOD Planning Grants Status Report: Rounds 1-5

Prepared by: Desiree Portillo-Rabinov, Manager, Countywide Planning & Development, (213) 922-3039

Elizabeth Carvajal, Senior Director, Transit Oriented Communities, (213) 922-3084

Jenna Hornstock, Executive Officer, Transit Oriented Communities, (213) 922-7437

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



Phillip A. Washington  
Chief Executive Officer







## Board Report

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**File #:** 2018-0236, **File Type:** Contract

**Agenda Number:** 23.

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**REGULAR BOARD MEETING  
JULY 26, 2018**

**SUBJECT: CRENSHAW NORTHERN EXTENSION**

**ACTION: RECEIVE AND FILE**

**RECOMMENDATION**

RECEIVE AND FILE the Crenshaw Northern Extension Feasibility/Alternatives Analysis Study Report (Attachment D).

**ISSUE**

The Crenshaw Northern Extension is a Measure M project with a groundbreaking date of Fiscal Year (FY) 2041, project completion date of FY2047 and a funding allocation of \$2.24 billion (2015\$). A Feasibility/Alternatives Analysis Study has been completed, which yielded five potential alignment alternatives. Targeted stakeholder and elected officials outreach regarding the Study outcomes has been undertaken to date, which provided valuable feedback. A key outcome of the Study was the finding that all the alternatives studied exceed the funding allocation, some by approximately double. Broader public/stakeholder outreach is needed to obtain input on these five alignments, along with potential additional technical study, to prepare the project for subsequent environmental review.

Staff will return in September with a work plan of next steps, in consultation with cities of Los Angeles and West Hollywood, essential local partners for this project.

**BACKGROUND**

A northern extension of the Crenshaw Line was first identified as a part of planning studies for the Crenshaw/LAX Line project in 2009. Studies at that time considered an extension of the Crenshaw/LAX Line north of the Expo Line, to the Metro Purple Line on Wilshire Boulevard, with the potential to ultimately extend farther north to the Metro Red Line in Hollywood via West Hollywood. Funding for the extension was not identified at the time and therefore the northern terminus of the Crenshaw/LAX Project was set at the Exposition/Crenshaw Station; further studies of the northern extension were deferred.

In February 2016, the Crenshaw Northern Extension was included in the Chief Executive Officer's "Operation Shovel Ready Initiative" list of projects for advancement through early stages of project planning. The Crenshaw Northern Extension Feasibility Study was initiated in May 2016. Following

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the passage of the Measure M in November 2016, it was further expanded to include an Alternatives Analysis. The study defines and analyzes four potential alignment alternatives that could extend the Crenshaw Line northward from the Metro Expo Line to the Metro Purple Line on Wilshire Boulevard and onto the Metro Red Line in Hollywood, as well as one alignment alternative that would extend from the Expo Line to the Red/Purple Line Wilshire/Vermont Station with a connection to Hollywood via transfer to the existing Metro Red Line, but would not serve West Hollywood.

## **DISCUSSION**

### **Alternatives for the Crenshaw Northern Extension**

Five alternative alignments (Attachment A) identified in the Feasibility Study/Alternatives Analysis were based on previous planning studies for the Crenshaw Line:

- 1) **La Brea Alternative**: This route extends the Crenshaw Line 6.5 miles from the Crenshaw/Expo Station to the future Wilshire/La Brea Purple Line Station and the Hollywood/Highland Red Line Station via Crenshaw, Venice and San Vicente Boulevards and La Brea and Highland Avenues. This route directly serves the Mid-City Shopping Complex, the Miracle Mile corridor and the La Brea retail corridor. It also provides a station at La Brea/Santa Monica in the City of West Hollywood. It is adjacent to lower density, single family neighborhoods.
  - Rough order of magnitude (ROM) cost estimate: \$3.0 billion
  - Vertical profile: 3.2 miles (49%) subway, 3.3 miles (51%) aerial
  
- 2) **Fairfax Alternative**: This route extends Crenshaw Line 8.1 miles from the Crenshaw/Expo Station to the future Wilshire/Fairfax Purple Line Station and the Hollywood/Highland Red Line Station via Crenshaw, Venice and San Vicente Boulevards, Fairfax Avenue, Santa Monica Boulevard and Highland Avenue. This route directly serves the Mid-City Shopping Complex, Los Angeles County Museum of Art/Museum Row, Miracle Mile, Park La Brea, the Grove/Farmer's Market shopping complex, CBS Television City as well as the Fairfax District and approximately one mile of Santa Monica Boulevard and two stations in the city of West Hollywood.
  - ROM cost estimate: \$4.7 billion
  - Vertical profile: 6.4 miles (79%) subway, 1.0 mile (12%) at-grade and 0.7 mile (9%) aerial
  
- 3) **La Cienega Alternative**: This route extends the Crenshaw Line 9.2 miles from the Crenshaw/Expo Station to the future Wilshire/La Cienega Purple Line Station and the Hollywood/Highland Red Line Station along Crenshaw, Venice, San Vicente, La Cienega and Santa Monica Boulevards, and Highland Avenue. It directly serves the Mid-City Shopping Complex, Beverly Center Shopping District, the Cedars-Sinai Medical Center, the La Cienega retail corridor and approximately 1.9 miles of Santa Monica Boulevard and three stations in the city of West Hollywood.
  - ROM cost estimate: \$4.4 billion



- Vertical profile: 5.1 miles (56%) subway, 2.7 miles (29%) aerial, 1.4 (15%) miles at-grade

4) San Vicente Alternative: This route extends the Crenshaw/Line 9.5 miles from the Crenshaw/Expo Station to the future Wilshire/La Cienega Purple Line Station to the Hollywood/Highland Red Line Station along Crenshaw, Venice, San Vicente and Santa Monica Boulevards, and Highland Avenue. It directly serves the Mid-City Shopping Complex, Beverly Center Shopping District, Cedars-Sinai Medical Center, the Pacific Design Center, West Hollywood Library/Park and approximately 2.5 miles of Santa Monica Boulevard and three stations in the city of West Hollywood.

- ROM cost estimate: \$4.3 billion
- Vertical profile: 5.2 miles (55%) subway, 2.9 miles (30%) aerial, 1.4 miles (15%) at-grade

A fifth alignment, which would not directly connect to Hollywood/Highland nor serve the city of West Hollywood, was added to the study because it offers the shortest connection to both the Red and Purple Lines at the Wilshire/Vermont Station:

5) Vermont Alternative: This route extends Crenshaw Line 4.8 miles from Crenshaw/Expo to the existing Wilshire/Vermont Red/Purple Line Station along Crenshaw and Olympic Boulevards, and Vermont Avenue. It serves the Olympic Boulevard retail corridor in Koreatown.

- ROM cost estimate: \$3.6 billion
- Vertical profile: 4.8 miles (100%) subway

Although the Vermont Alternative is the shortest, it would only extend as far north as the Wilshire/Vermont Station, where riders would transfer to the Metro Red Line to reach the northern terminus of the study corridor at the Hollywood/Highland Station. This alignment would not connect through or directly serve West Hollywood and would not serve the Mid-City area as broadly as the other four alternatives.

#### Performance of Alternatives - Ridership

All five study alternatives demonstrate high ridership potential. The alternatives, except the Vermont Alternative, would result in a regional, north-south light rail transit link through a congested corridor, providing access to major activity centers and areas of high population and employment density. Ridership projections range from 77,700 project boardings for the Vermont Alternative to between 87,000 and 90,000 project boardings for the La Brea, Fairfax, La Cienega and San Vicente Alternatives.

All alternatives would result in greatly reduced transit travel times compared with existing conditions. Current peak period transit travel times between the Expo/Crenshaw Station and Hollywood/Highland Station are approximately 45 minutes and include at least one transfer. Estimated end-to-end travel times on the alternatives range from 12.4 minutes on the La Brea Alternative to 19 minutes on the San Vicente Alternative and nearly 27 minutes on the Vermont Alternative, which requires a transfer

at Wilshire/Vermont to complete the trip to Hollywood/Highland. The average travel time savings experienced for each rider on the project alternatives ranges from 17 minutes and 18 minutes per project trip on the Vermont and La Brea Alternatives, respectively, to 20 minutes per project trip on the San Vicente or La Cienega Alternatives.

Of the four alternatives that connect to Hollywood/Highland, the longer western alternatives along San Vicente and La Cienega provide access to a greater number of high density activity centers than the eastern alignments such as La Brea. This is because of the land uses and higher number of residents and jobs within a ½ mile radius surrounding proposed stations along the longer alignments. For example, the San Vicente and La Cienega corridor stations would serve approximately 60,000 residents and 70,000 jobs within a ½ mile radius, while the La Brea corridor stations would only serve approximately 25,000 residents and 16,000 jobs.

#### Performance of Alternatives - Cost

The capital cost of each alternative is largely a function of its vertical profile, length and number of stations. Due to the high densities and levels of congestion throughout the Study Area, any new fixed guideway transit would likely need significant segments of subway tunneling and/or aerial, grade separated guideway to operate effectively and safely within the Study Area. As shown in Attachment B, costs are greater than the funding allocation in Measure M, which assumes a mix of funding sources. This is a significant outcome of the Study, which guides how to proceed further into the planning, design and environmental review process. Attachment C provides a comparison table of the key performance metrics.

#### **DETERMINATION OF SAFETY IMPACT**

These actions will not have any impact on the safety of our customers and/or employees because this Project is at the study phase and no capital or operational impacts result from this Board action.

#### **FINANCIAL IMPACT**

The FY 2018-19 budget includes an initial \$500,000 in Cost Center 4350 (Systemwide Team 2), Project 475558 (Crenshaw Northern Extension) to begin the draft environmental study of the Crenshaw Northern Extension project upon identification of the preferred corridor alternatives by the Board.

#### Impact to Budget

The source of funding for this project is Measure M 35%. As these funds are earmarked for the Crenshaw Northern Extension project, they are not eligible for Metro bus and rail capital and operating expenditures.

#### **ALTERNATIVES CONSIDERED**

The Board may determine to receive and file the Feasibility/Alternatives Analysis Study and decline

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to conduct any further work, absent a realistic delivery and funding strategy to deliver the project earlier than FY2047. This is not recommended because the city of West Hollywood has proposed an Early Project Delivery Strategy to consider and in 2016, Metro committed to conducting a study and environmental review.

### **NEXT STEPS**

There has been a long-standing interest among West Hollywood local elected officials and stakeholders to accelerate the delivery of the Crenshaw Northern Extension. Within the provisions allowed under Measure M, Metro staff has committed to exploring a viable path forward to accelerate the project, consistent with adopted Board policy: Early Project Delivery Strategy. A significant finding emerging out of the Feasibility/Alternatives Analysis Study done to date is the fact that the cost of all five alternatives exceed Measure M funding allocations, some by approximately double. Any potential acceleration strategy at this juncture would have to address that factor, either through mitigating cost, securing new revenue, or a hybrid of both.

To better target project delivery options and a funding strategy, there is a need to conduct broad public outreach and potential further technical study to prepare for a next stage of environmental review. Staff will consult with the cities of Los Angeles and West Hollywood to develop a strategy of next steps and attendant schedules for the next stage analyses. Metro staff is targeting to return to the Board in September, contingent on the city consultative process.

### **ATTACHMENTS**

Attachment A - Map of Crenshaw Northern Extension Alternatives

Attachment B - Capital Costs: Range of Alternatives

Attachment C - Alternatives Performance Table

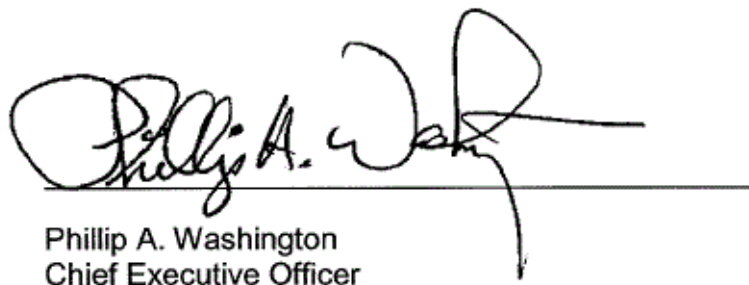
Attachment D - Crenshaw Northern Extension Feasibility/Alternatives Analysis Report Executive Summary

Prepared by: Alex Moosavi, Transportation Planning Manager (213) 922-2661

David Mieger, Executive Officer (213) 922-3040

Manjeet Ranu, Senior Executive Officer (213) 418-3157

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



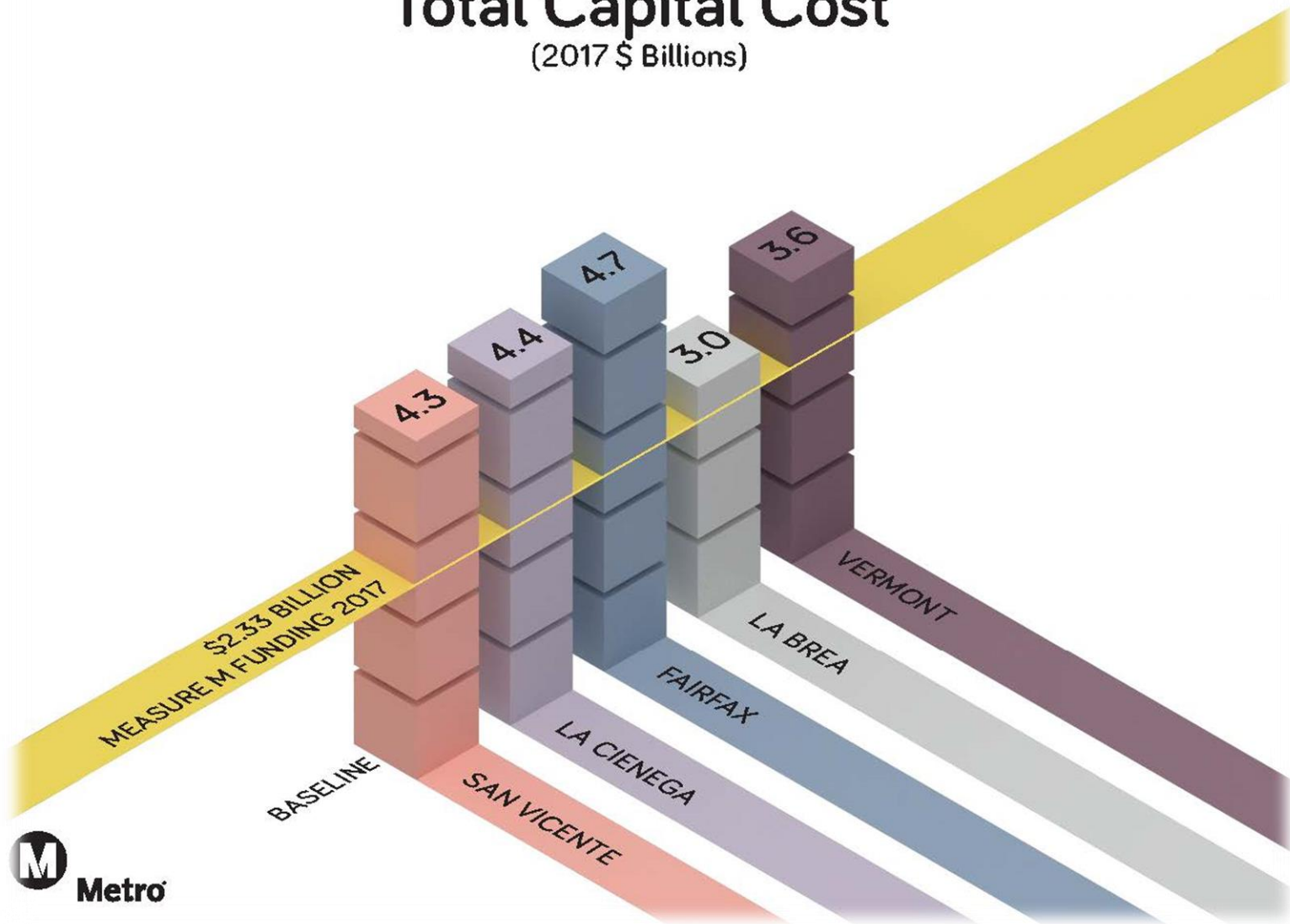
Phillip A. Washington  
Chief Executive Officer

# Crenshaw Northern Extension Study Area and Alternatives



# Crenshaw North Extension Capital Costs: Range of Alternatives

## Total Capital Cost (2017 \$ Billions)



# Crenshaw Northern Extension Alternatives Performance Table

	SAN VICENTE	LA CIENEGA	FAIRFAX	LA BREA	VERMONT
 Key Map					
 Distance	9.5 mi	9.2 mi	8.1 mi	6.5 mi	10.2 mi 4.8 mi*
# Stations	9	9	7	6	5
 Travel Time	19.0 min	18.4 min	15.7 min	12.4 min	26.8 min 9.8 min*
 Daily Ridership	90,800	90,800	88,700	87,200	77,700

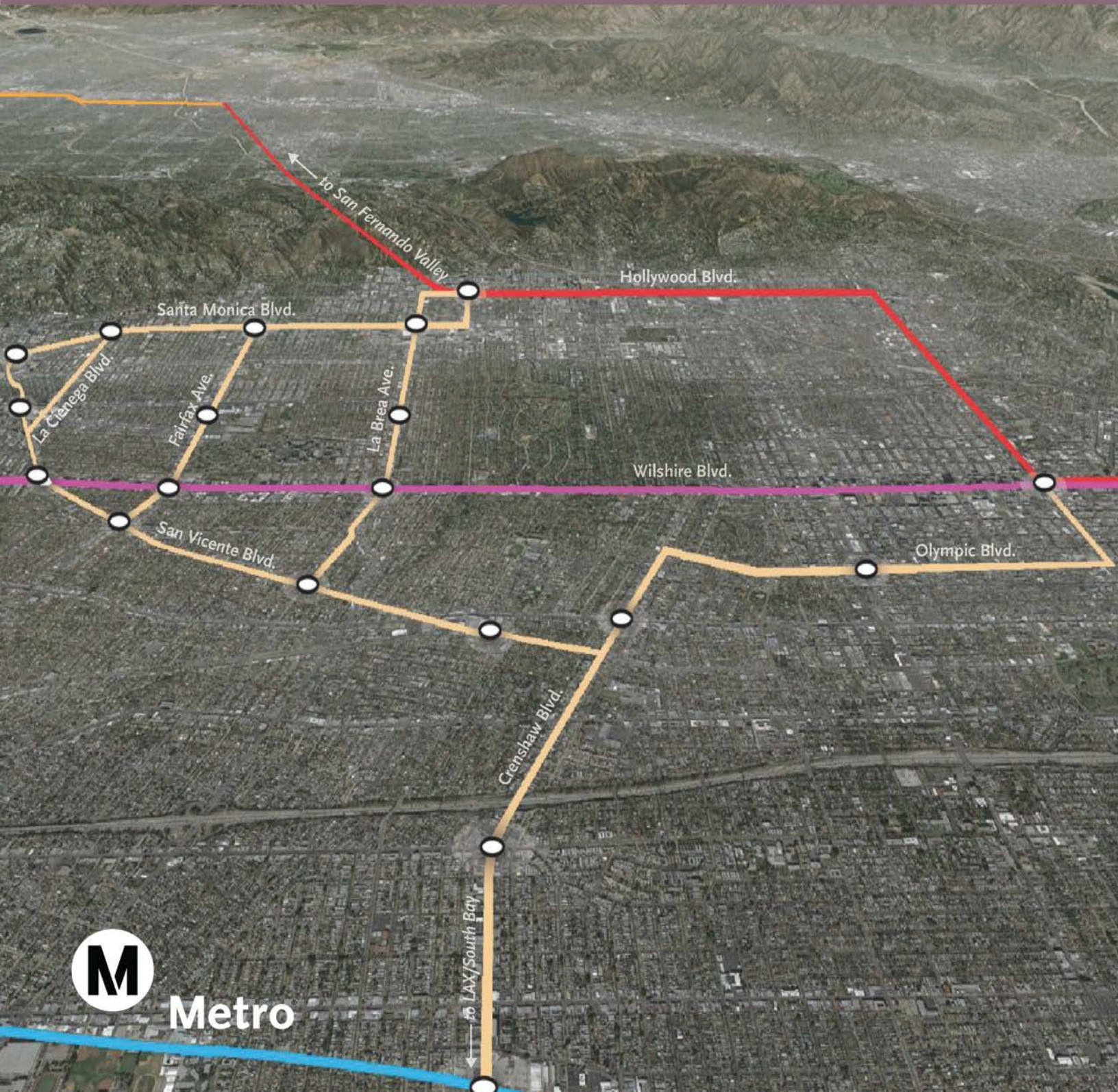
\*To Wilshire/Vermont Station only



Los Angeles County  
Metropolitan Transportation Authority

# Crenshaw Northern Extension

Feasibility/Alternatives Analysis Study Final Report  
June 2018





CRENSHAW NORTHERN EXTENSION  
FEASIBILITY/ALTERNATIVES ANALYSIS STUDY

Project Ref: 60493606

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## Final Report Executive Summary

*Prepared for:*



Los Angeles County

Metropolitan Transportation Authority

*Prepared by:*

**AECOM**

AECOM

300 S Grand Avenue

Los Angeles, California 90071

June, 2018



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Background .....	ES-1
Purpose and Need .....	ES-5
Definition of Alternatives.....	ES-12
Performance of Alternatives .....	ES-27
Findings and Next Steps .....	ES-33

## Background

The Crenshaw Northern Extension is a Measure M project that would extend the under-construction Metro Crenshaw Line from its current terminus at the Metro Expo Line north to the Metro Purple and Red Lines. The purpose of this study is to define and evaluate project alignments and alternatives in support of future screening and public outreach efforts that will inform the recommendation of alternative(s) to be carried forward for environmental review.

The study evaluates several alignment corridors that would provide a critical north-south regional transit link through Central Los Angeles, connecting the South Bay, South LA, and Metro Green and Expo Lines, with Mid-City, West Hollywood, Hollywood, and the Metro Red and Purple Lines, while serving major activity centers and areas of high population and employment density. In order to maximize cost-effectiveness, the study identifies and evaluates opportunities for above-grade and at-grade profiles wherever feasible, based on existing and planned physical conditions, including roadway width, traffic volumes, land use, and engineering feasibility. All five study corridors demonstrate high ridership potential, particularly at major connection points with the Metro rail system, underscoring the regional benefits of the project. The capital cost of each alternative is largely a function of vertical profile, length, and number of stations. Future studies will be needed to screen the five alternatives down to a Locally Preferred Alternative that can be environmentally cleared for construction.

## Study Area

The Crenshaw Northern Extension Feasibility/ Alternatives Analysis Study Area (Study Area) (Figure ES - 1) is 17 square miles and includes portions of the City of Los Angeles, the City of West Hollywood, and the City of Beverly Hills.

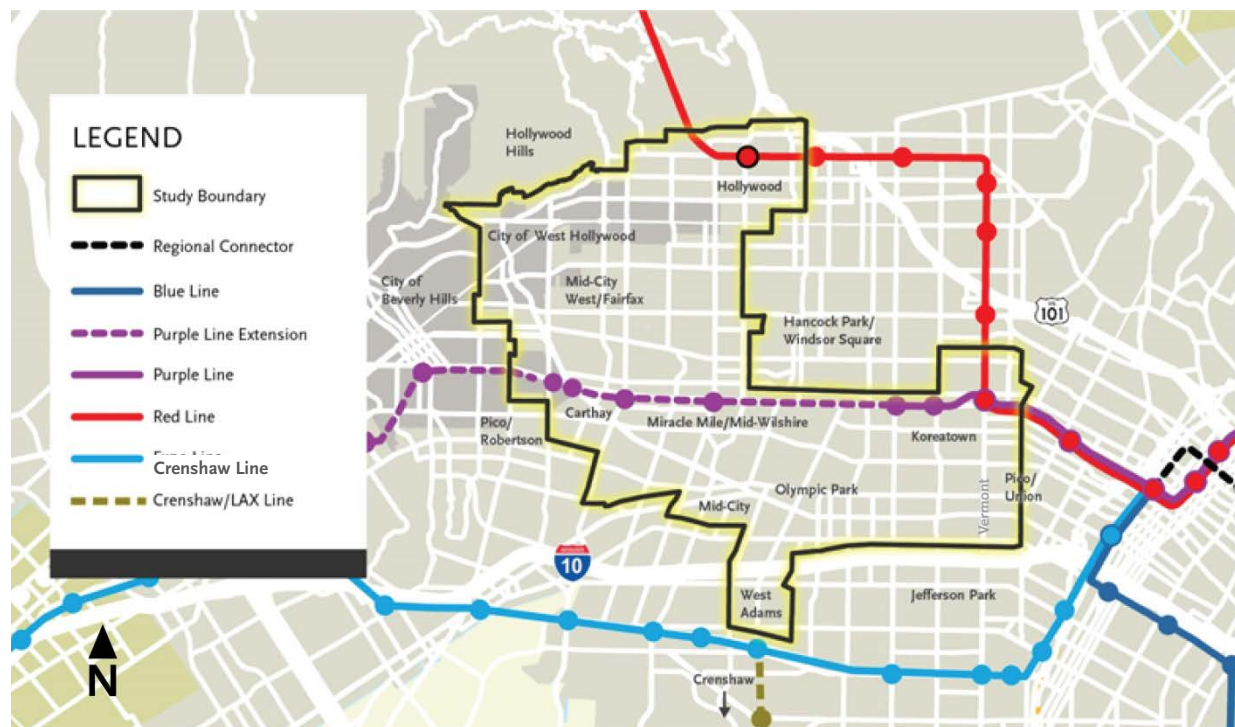


Figure ES - 1 Crenshaw Northern Extension Feasibility/Alternatives Analysis Study Area

# Executive Summary

The Study Area is characterized by neighborhoods originally built-out in the first half of the 20th century, containing a mix of high-density residential communities and employment clusters shaped largely by the extensive streetcar and interurban rail network that existed at the time. The extensive arterial street network and proximity to major regional centers such as Hollywood, Downtown LA and the Wilshire corridor supported the continued densification of the Study Area following the streetcar era. The dense, mixed-use character of the Study Area (**Figure ES - 2**) would benefit from enhancements to the transit network to support existing densities and future population and employment growth.

The Study Area itself is similar in size, in terms of population and jobs, to many major U.S. cities (**Figure ES - 3**), and its influence on regional travel demand is comparable to downtown Los Angeles, with significant regional activity centers including major retail and commercial centers, employment centers, medical facilities, and cultural sites (**Figure ES-5**).

Today, with approximately 19,800 residents and 10,900 jobs per square mile, the Study Area population and employment densities are more than twice the City of LA average, and almost ten times the LA County average. In 2040, the Study Area is projected to have a total population of about 397,000, or 27,629 people per square mile, which is similar to the population density of New York City<sup>1</sup>.



Pacific Design Center – West Hollywood

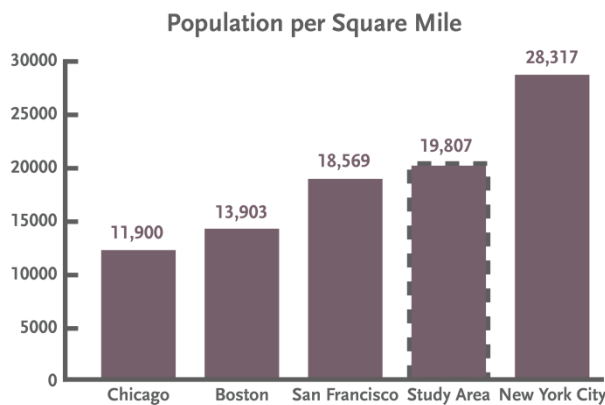


Mixed-use Development – La Brea Ave.



La Brea Ave./Wilshire Bl. Looking North

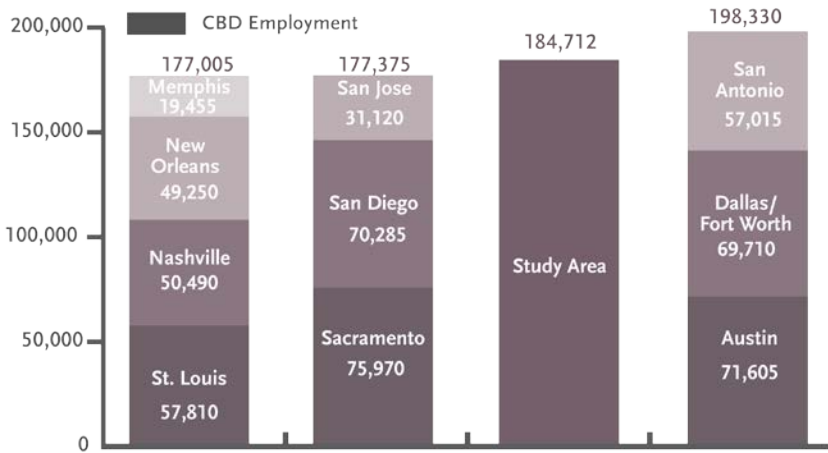
**Figure ES - 2 Urban Character of the Study Area**



**Figure ES - 3 Comparison of Population Density of the Study Area and Major Cities**

<sup>1</sup> <http://www1.nyc.gov/site/planning/data-maps/nyc-population/population-facts.page>

# Executive Summary



The number of jobs within the Study Area is a major driver of regional travel demand, acting as a Central Business District (CBD). In fact, the employment contained within the Study Area is comparable to the *combined* employment of the CBDs of San Jose, San Diego, and Sacramento, as well as the other major cities shown in Figure ES-4.

Figure ES - 4 Comparison of Employment in the Study Area and Major Cities' Central Business Districts

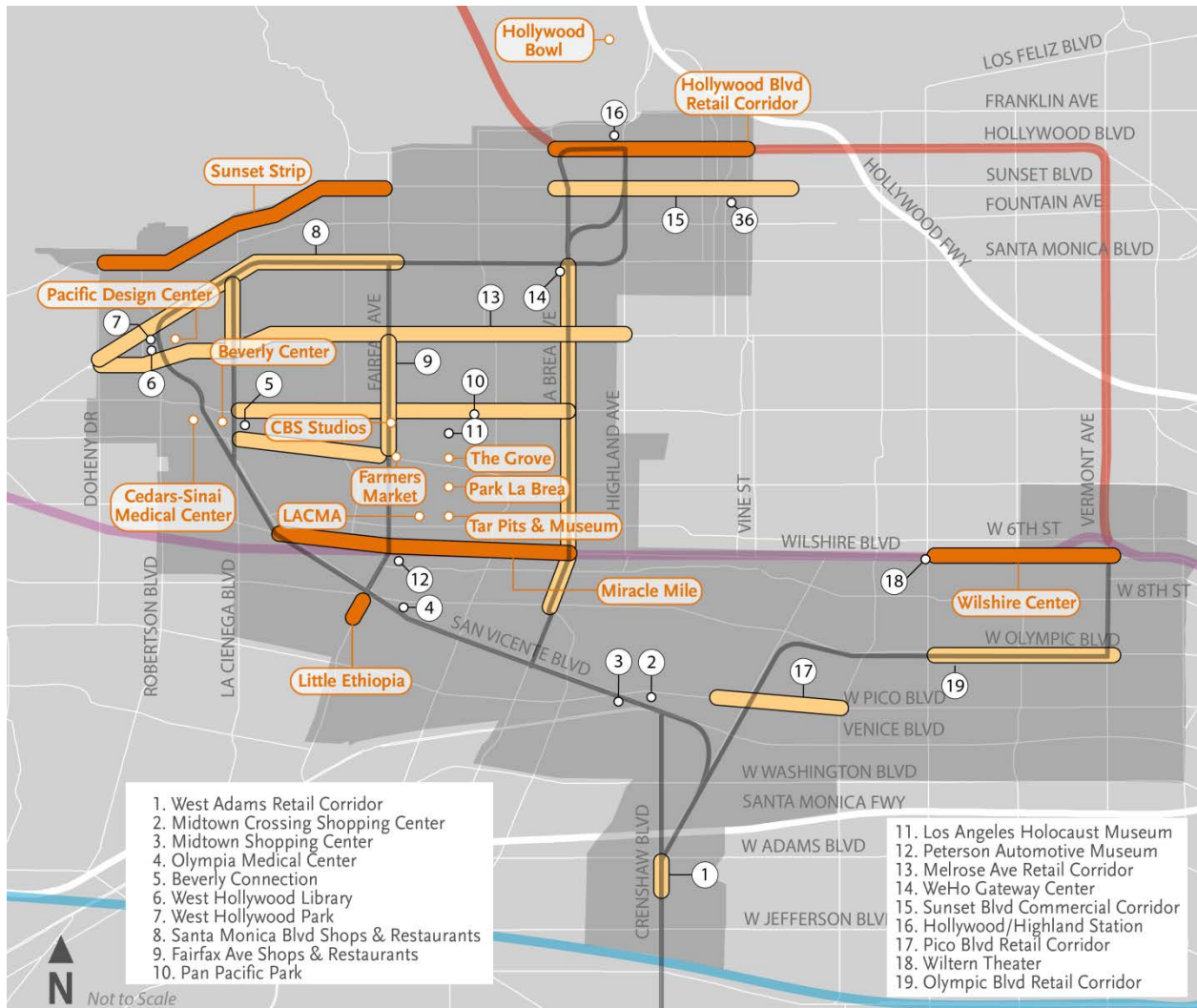


Figure ES - 5 Regional Activity Centers in the Study Area



### Existing and Planned Metro Network

Metro’s extensive bus and rail network provides interurban high-capacity transit across the region. The Study Area is served from east to west by the Expo light rail line, and Purple Line subway, and Metro Local and Rapid bus routes provide service on most arterial roadways. The Study Area lacks a reliable, high-capacity transit service for trips moving north and south through the Study Area and connecting to Metro’s regional rail lines. The existing Metro rail and bus rapid transit (BRT) network began with the opening of the Blue Line in 1990 and currently supports 384,604 daily boardings at 110 stations along 123 route-miles (Figure ES - 6). In addition, there are two rail lines under construction in or adjacent to the Study Area: the Purple Line subway extension to Westwood is scheduled for completion by 2026; and the Crenshaw Line, from the Expo Line south to the Los Angeles International Airport (LAX) and the South Bay, will open in 2019.



Figure ES - 6 Metro's Existing Fixed Guideway Network

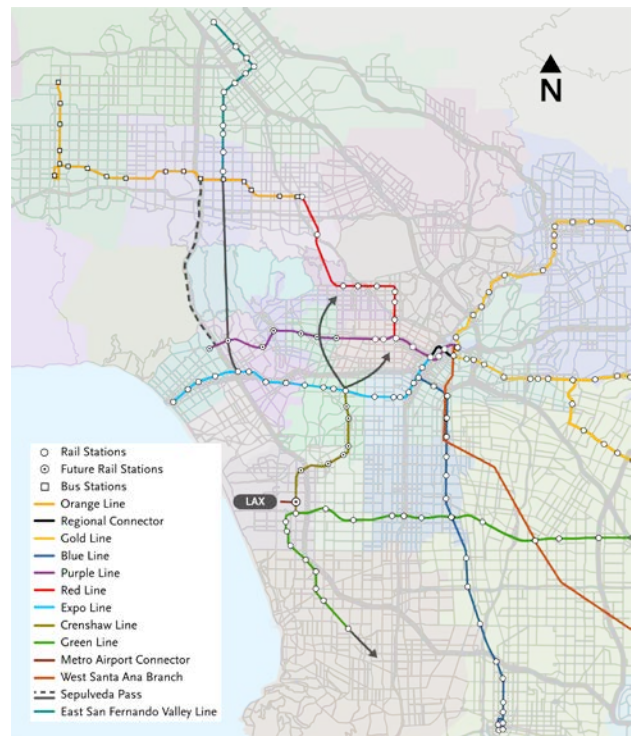


Figure ES - 7 Measure M 2040 Fixed Guideway Network

Therefore, by 2026, the Metro system will include five primarily east-west fixed-guideway transit lines west of Downtown Los Angeles (the Green, Expo, Purple, Red, and Orange Lines), with only a single north-south link providing service between the Expo Line and points south. Due to the lack of a high-capacity north-south transit line, trips between the San Fernando Valley, Central LA, Mid-City, South LA, the Westside, LAX, and the South Bay experience significant travel time delays due to slow and unreliable bus service or the need for significant out-of-the-way travel via Downtown LA.

Over the coming decades, Metro will greatly expand the fixed-guideway rail and bus network throughout Los Angeles County due to the passage of the Measure M ballot initiative in November, 2016. The ½-cent sales tax increase is expected to provide upwards of \$130 billion for the development of new transit lines and other transportation capital investments throughout Los Angeles County (Figure ES - 7). The Measure M expenditure plan identifies \$2.24 billion (2015 \$) for the Crenshaw Northern Extension project beginning in 2040.

# Executive Summary

## Previous Studies

The Crenshaw Northern Extension Feasibility/Alternatives Analysis Study (Study) builds mainly upon portions of alignments previously identified in the Wilshire/La Brea LRT Extension Feasibility (Figure ES-8) and Westside Subway Extension studies.

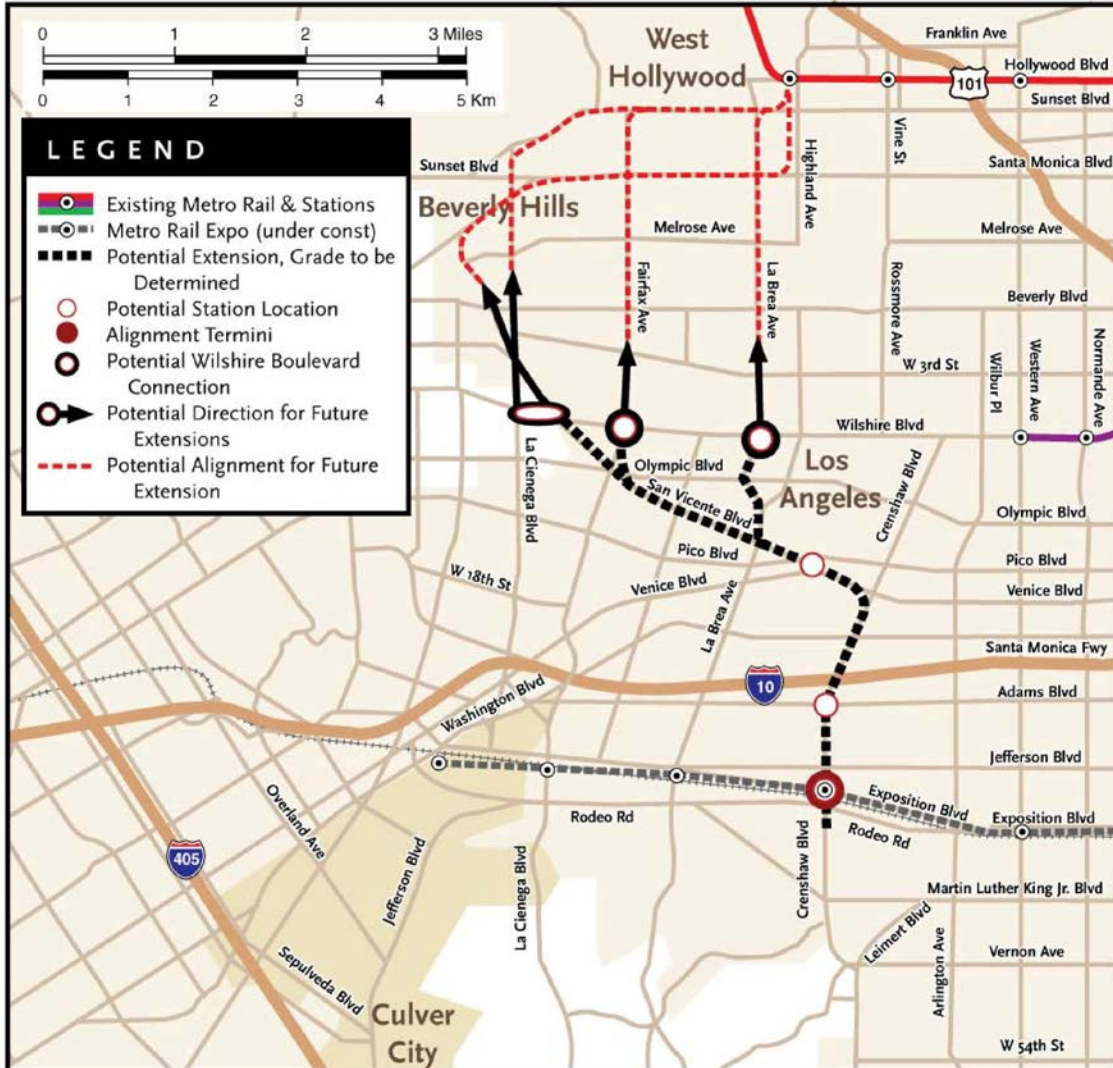


Figure ES - 8 Potential Crenshaw North Extension Alignments Studied in *Wilshire/La Brea LRT Extension Feasibility Study (2009)*

## Purpose and Need

Existing travel conditions, transportation infrastructure performance, and demand demonstrate the challenges associated with the lack of high-capacity north-south transportation infrastructure in the Study Area.

The Study Area is characterized by high-density residential and commercial uses that draw tourism, shopping and employment. The roadway network is made of a grid of narrow arterials that date to the early twentieth century. The resulting demand on the existing transportation network results in some of the region's highest local surface street congestion. These conditions will intensify as population and employment within the Study Area continue to grow, posing risks to economic development, quality of life, and the environment.

Five mobility problems identified in this Study demonstrate the overall need for the project:

- **Transit Network:** Transit options within the Study Area are limited to east-west rail services and buses that operate on congested roadways. North-south travel on the rail network requires transferring through downtown Los Angeles, thus decreasing network efficiency.
- **Congestion & Transit Reliability:** Commuters' willingness to use transit is negatively impacted by long and unpredictable travel times due to traffic congestion.
- **Travel Demand:** High demand exists for trips within the Study Area as well as trips between the Study Area and surrounding region. Projected increased travel demand will place additional strain on an already overburdened system and further increase travel times.
- **Demand for High-Quality (Fast and Reliable) Transit Service:** The Study Area consists largely of transit supportive land uses that attract a high volume of transit trips from both within the Study Area and the entire region. Despite existing high levels of transit use, transit ridership is constrained by slow speeds, circuitous travel routes, high travel times, and unreliability due to congestion.
- **Transit Dependency: The Study Area has a significant proportion of transit-dependent residents.** Transit-dependent residents are disproportionately impacted by long travel times and crowding on the existing transit system. The Crenshaw Northern Extension Project has the potential to address these mobility challenges by providing reliable, high-speed and high-capacity transit service that serves as a critical link in the regional transit network, enhancing mobility both within the Study Area and the broader region, particularly to the north (San Fernando Valley/North County) and south (South LA, LAX, and South Bay).



### Mobility Problem: Transit Network

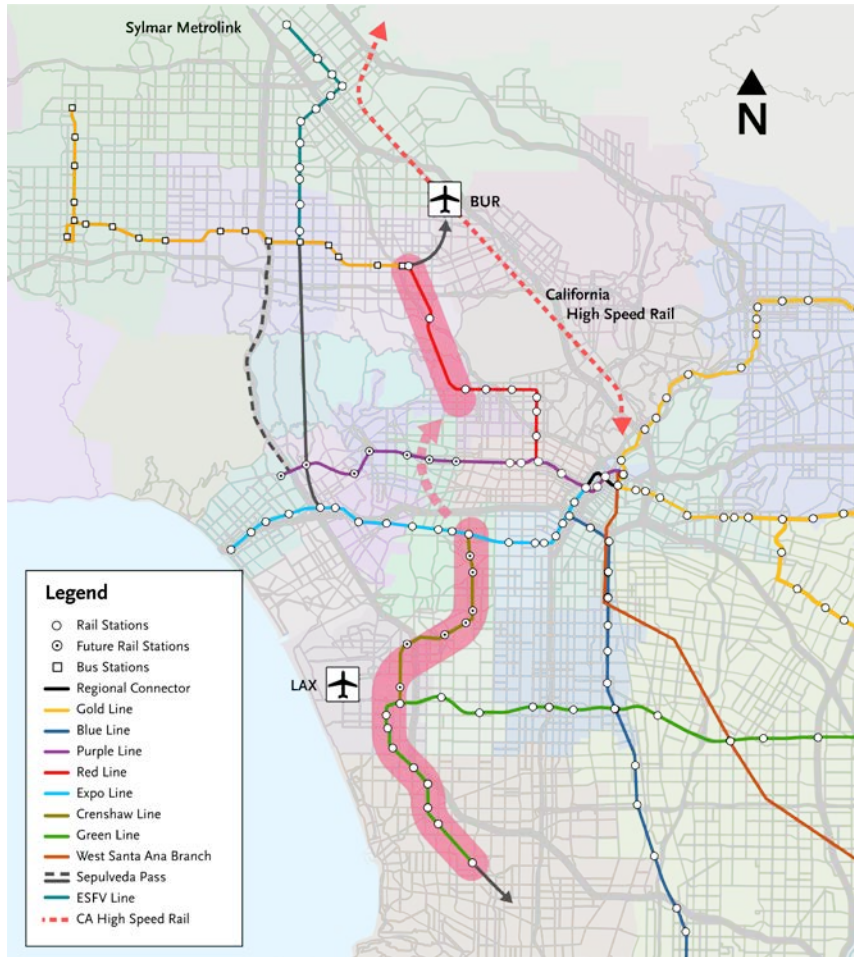


Figure ES - 9 Potential North-South Connectivity

Westside. This jobs-rich corridor attracts hundreds of thousands of daily trips from the Study Area and entire region. A connection is needed through the Study Area to link transit trips from the north and south conveniently to the Wilshire corridor without detouring through Downtown LA.

The project would close a gap in the regional network by linking the Metro Red, Purple and Expo Lines, and leveraging the high-volume east-west network to facilitate new north-south connections, including higher demand for the under construction Crenshaw line (Figure ES - 9).

Transit options within the Study Area are limited to east-west rail service and buses that operate on congested roadways. This leaves the Study Area with a network deficiency that impacts regional mobility and local access by creating unnecessarily long and circuitous trips caused by the need to transfer in Downtown Los Angeles to travel to, through, and within the Study Area. The addition of a north-south transit line in the Study Area has the potential to (1) effectively serve local population, employment, and activity centers within the Study Area, and (2) form part of a well-connected transit system for regional transit users travelling to or through the Study Area.

The Study Area is located on a major east-west, employment-rich axis (the Wilshire Corridor), which connects Downtown LA and the



### Mobility Problem: Travel Demand

Travel demand is projected to increase for trips within, to and from the Study Area, which will be inhibited by continually increasing congestion.

The high population and employment densities result in high demand for travel within, to, and from the Study Area. On an average weekday, roughly 64,000 round-trips occur within the Study Area, but the 209,000 round-trips that leave and nearly 261,000 round-trips that enter the Study Area show the significantly greater regional demand (Figure ES - 10). Heavy north-south travel demand to the Study Area is indicated by the more than 80,000 weekday round-trips that are made from the South Bay and over 110,000 weekday round-trips from the San Fernando Valley to the Study Area.

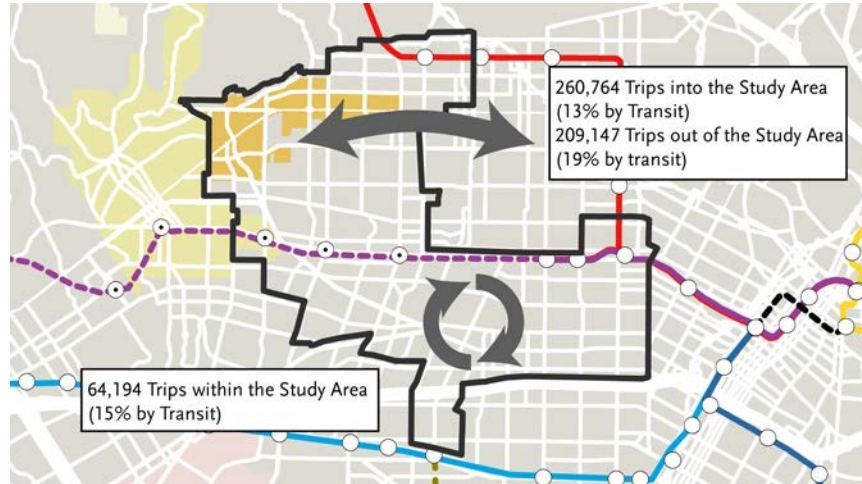


Figure ES - 10 Study Area Travel Market (2012)

Seven out of the ten highest-ridership Metro bus routes travel through the Study Area (Figure ES - 11), indicating high existing transit demand. The highest bus-stop activity occurs at major transfer points between east-west and north-south services. Significant transit capacity for east-west routes will be added with the Purple Line extension which is expected to increase transit ridership in the Study Area and facilitate east-west travel along the Wilshire Boulevard corridor, resulting in an even greater need for north-south connections.

The Crenshaw Northern Extension project would provide a high-capacity, grade-separated transit service to meet growing travel demand.

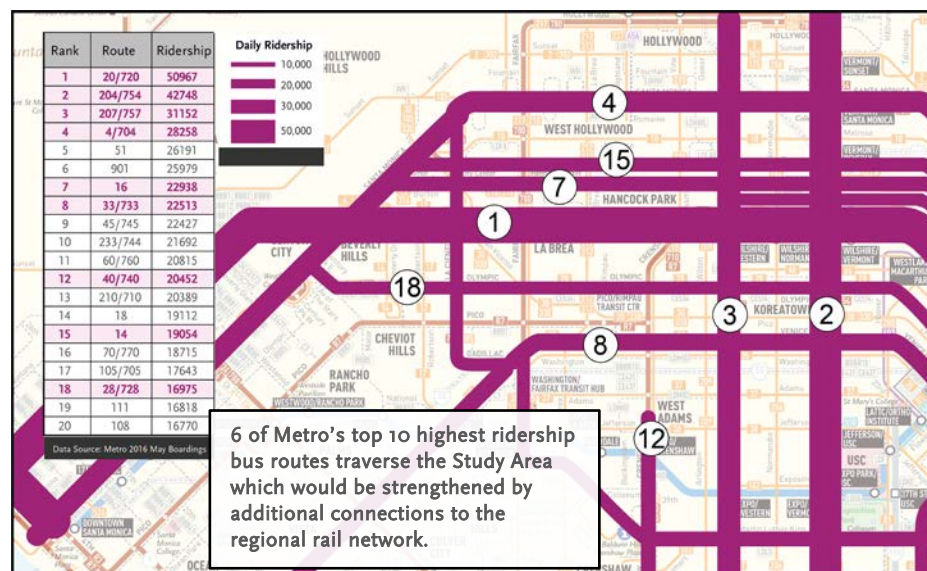


Figure ES - 11 Metro Bus Routes with Top Daily Ridership in the Study Area

## Mobility Problem: Congestion & Transit Reliability

Travel times within the Study Area are high, negatively influencing commuters' willingness to use transit and disproportionately impacting those dependent on transit service.

Arterial bus service throughout the Study Area is generally frequent, with good geographic coverage. However, this service is increasingly slow and unpredictable: bus travel speeds average below 10 miles per hour throughout the day on major arterials within the Study Area, with the lowest average speed at around 7 miles per hour during PM peak hours. The resulting decreased transit level of service is primarily due to the high roadway congestion in the Study Area.

According to the Westside Cities and Central Los Angeles Arterial Performance Baseline Conditions Analysis (2017) conducted by Metro, many of the above mentioned key arterials in the Study Area are on the list of the 10 worst-performing corridors in jurisdictions within Central L.A. and Westside Cities Subregions (**Figure ES - 12**). For example, the average travel speeds on Santa Monica Boulevard, La Brea Avenue and Melrose Avenue are all less than 15 miles per hour during PM peak hour<sup>2</sup>, the result of intense delays. Sunset Boulevard within the City of West Hollywood, as well as Santa Monica Boulevard and La Cienega Boulevard within the City of Los Angeles are among the 10 least reliable segments due to their severe congestion during the PM peak hour<sup>3</sup>. This is another indicator that surface streets in the Study Area experience poor travel time reliability, suggesting a need for transportation improvements that offer an alternative to congestion.

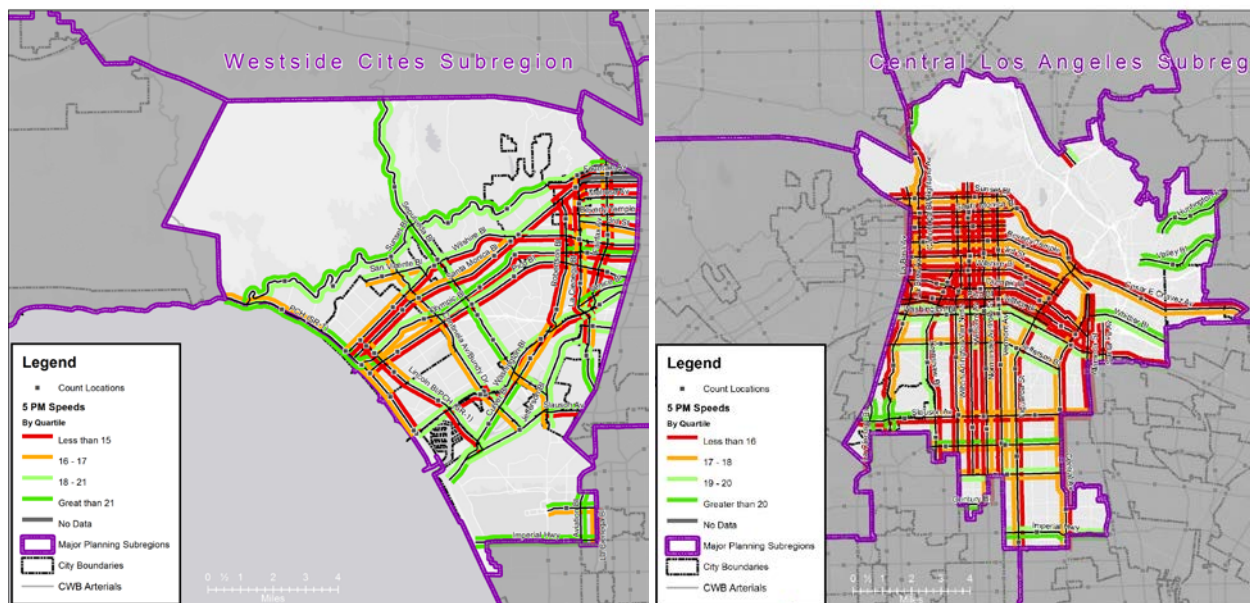


Figure ES - 12 5PM Hour Speeds on Central Los Angeles and Westside Subregions

The project must increase the efficiency and convenience of transit trips by providing faster, more reliable service in an exclusive guideway that is not affected by local roadway congestion.

<sup>2</sup> Westside Cities and Central LA Arterial Performance Baseline Conditions Analysis Reports, Exhibit 3.8

<sup>3</sup> Westside Cities and Central LA Arterial Performance Baseline Conditions Analysis Reports, Exhibit 3.17



## Mobility Problem: Demand for High-Quality Transit and Transit Dependency

The Study Area’s urban character and land use densities lead to both high transit ridership and a much higher percentage of people riding transit as compared to the rest of the region. This creates two conditions:

- **Demand for High-Quality (Fast and Reliable) Service:** The Study Area consists largely of transit-supportive land uses that are conducive to both local trip generation and regional attraction, yielding high transit use relative to the region.
- **Transit Dependency:** The Study Area has a significant level of transit-dependent residents, who are the most impacted by decreasing transit levels of service.

In 2012, about 16% of the commuting trips to/from the Study Area were transit trips, more than twice the L.A. County average. This trend is projected to continue in the future, with over 21% of Study Area commute trips using transit (**Figure ES - 13**). Also, the Study Area consists largely of dense, transit supportive land uses (approximately 80% of the Study Area based on the exclusion of single-family residential, industrial, and other low-density land uses, **Figure ES - 14**) that generate and attract a high number of both local and regional trips. Transit supportive land uses are associated with a mix of land uses, including high residential, retail and commercial/office uses.

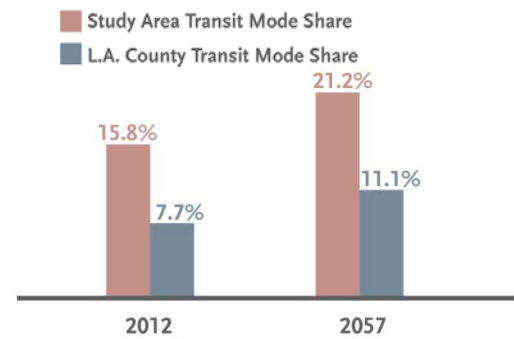


Figure ES - 13 Transit Mode Share Comparisons for Commuting Trips in the Study Area and L.A. County

Previously stated deficiencies in the transportation network result in decreased transit reliability and efficiency that disproportionately impact transit dependent populations. Metro defines transit-dependent areas with high percentages of zero-car, low-income, and/or low-income senior citizen households. Transit dependent census tracts within the Study Area are illustrated below (**Figure ES - 15**). It is worth noting that the Study Area has high zero-car ownership household rates (**Figure ES - 16**), which presents extensive opportunities and needs for robust transit options.

The factors above indicate ideal conditions for the continued development and strengthening of transit-oriented communities in the project area. The project will cultivate the transit-friendly environment by encouraging denser, walkable land use patterns near proposed and existing transit stations. This enables users of the transit system to take advantage of the housing and employment opportunities in the Study Area while reducing regional auto dependency, urban sprawl, and other environmental impacts.

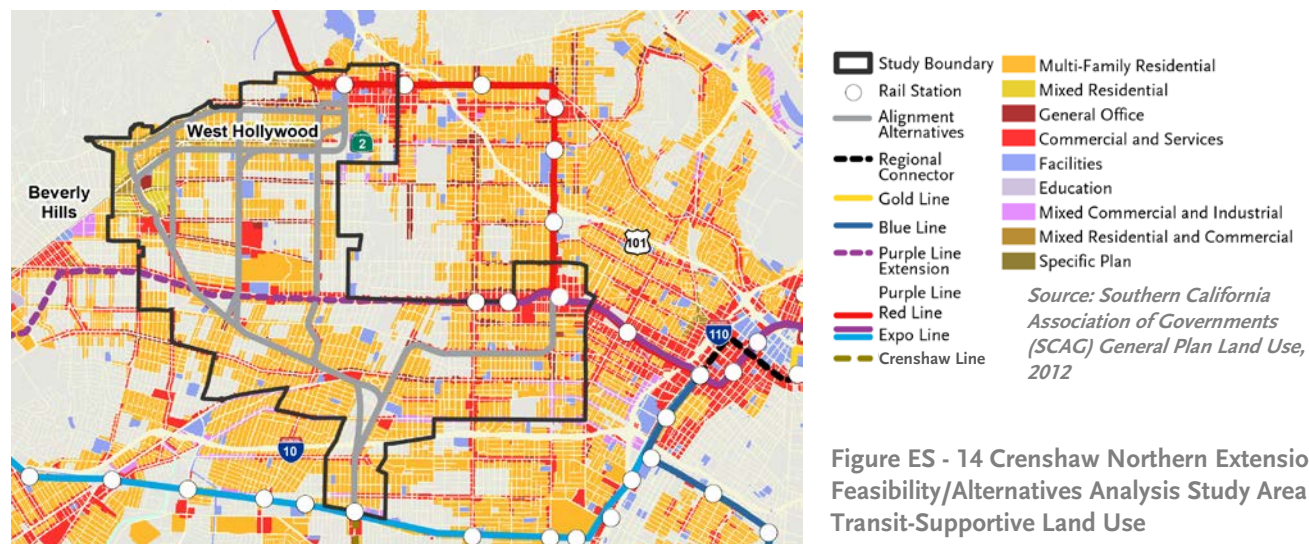


Figure ES - 14 Crenshaw Northern Extension Feasibility/Alternatives Analysis Study Area Transit-Supportive Land Use

# Executive Summary

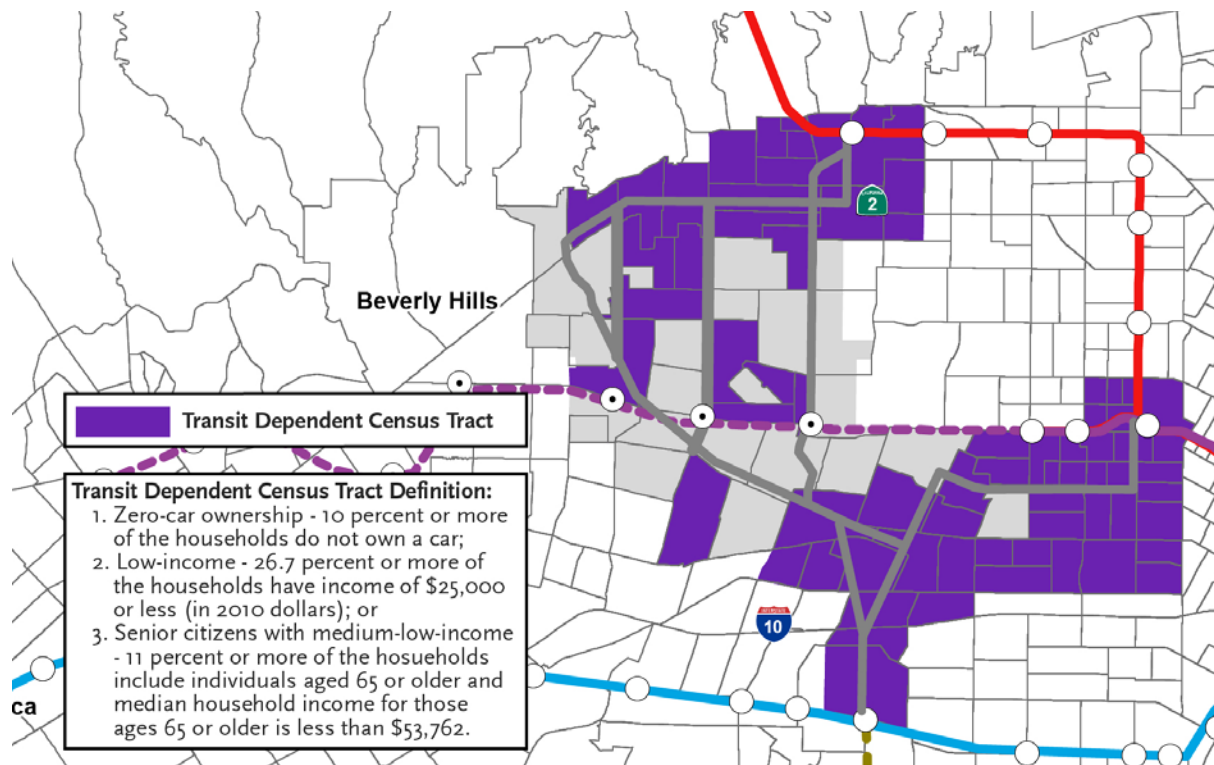


Figure ES - 15 Crenshaw Northern Extension Study Area Transit Dependency by Census Tract

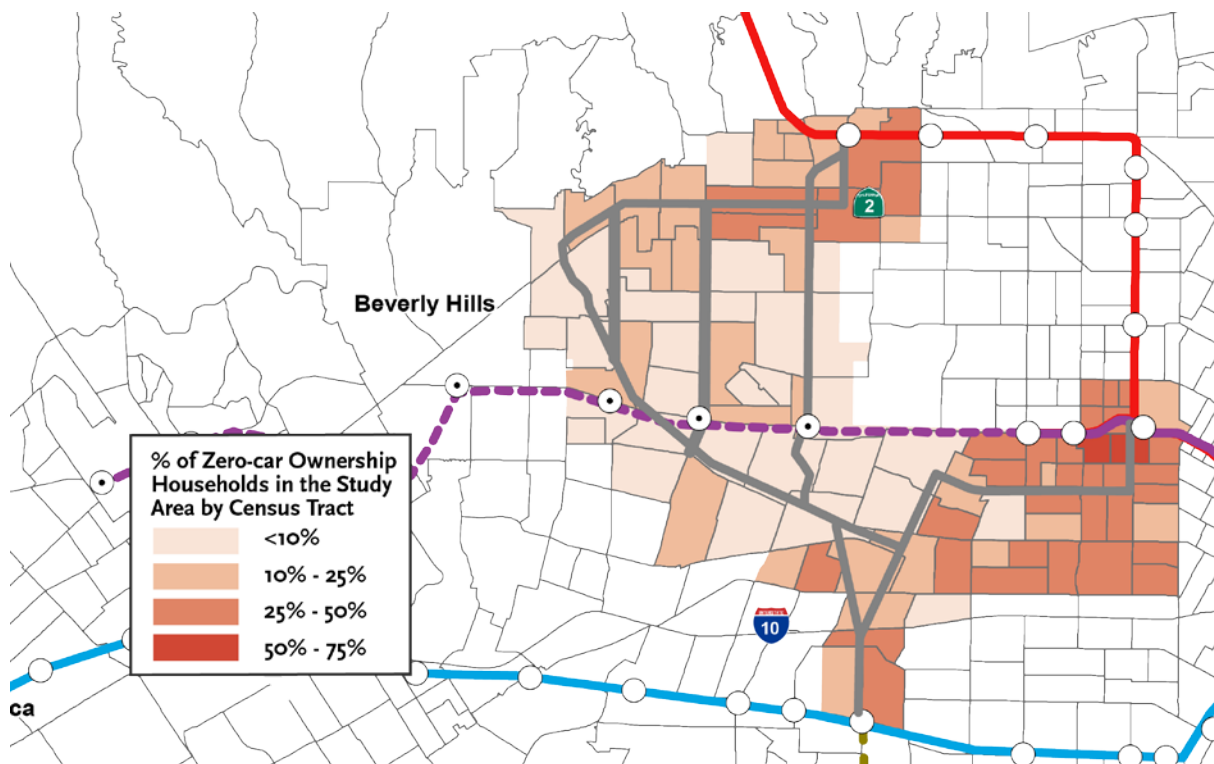


Figure ES - 16 Crenshaw Northern Extension Study Area Percentage of Zero-Car Ownership Households by Census Tract

## Definition of Alternatives



**Figure ES - 17 Crenshaw Northern Extension Feasibility/Alternatives Analysis Study Universe of Alternatives**

As previously mentioned, this Study builds upon alignments studied in the Wilshire/La Brea LRT Extension Feasibility Study (2009) with the following four route alternatives that extend from Expo/Crenshaw to Hollywood/Highland (**Figure ES - 17**):

**San Vicente Boulevard:** Mid-City to Hollywood/Highland via San Vicente Blvd. and Santa Monica Blvd.

**La Cienega Boulevard:** Mid-City to Hollywood/Highland via San Vicente Blvd., La Cienega Blvd., and Santa Monica Blvd.

**Fairfax Avenue:** Mid-City to Hollywood/Highland via San Vicente Blvd., Fairfax Ave., and Santa Monica Blvd.

**La Brea Avenue:** Mid-City to Hollywood/Highland via La Brea Avenue.

A fifth route, the **Vermont Avenue** alternative, from Crenshaw Boulevard to Wilshire/Vermont via

Olympic Boulevard and Vermont Avenue, was added to the study because it offers the shortest connection to both the Red and Purple Lines at the Wilshire/Vermont station. All other alternatives connect to the Metro Purple Line along Wilshire Boulevard and the Metro Red Line at the Hollywood/ Highland Station.

With the alternative routes established, cost-effective alignment configurations were developed that would accommodate reliable transit service while maximizing use of at- or above-ground guideway. This was accomplished by exploring opportunities where, based on existing physical conditions, the guideway could fit within existing roadways without major impacts. Guideway alignment options were created based on existing street right-of-way, traffic conditions, track geometry, and other engineering criteria (**Figure ES - 17**), then further refined considering operations, environmental impacts, urban design issues, and stakeholder feedback.

The first step was to determine whether an existing corridor could physically support an aerial or at-grade guideway (**Figure ES-18, ES-19**). At-grade or aerial guideway is preferable where possible because the capital cost for constructing an underground alignment can be 2.5 to over 3 times greater. Then, track geometry concepts were developed for transitions between vertical profiles to create complete alignment alternatives (**Figure ES-20**). While the alternatives defined reflect the guideway configurations that the project team determined to be the most feasible options, additional study is still required to further define the feasibility of at-grade operation based on Metro’s Grade Crossing and Safety Policy.



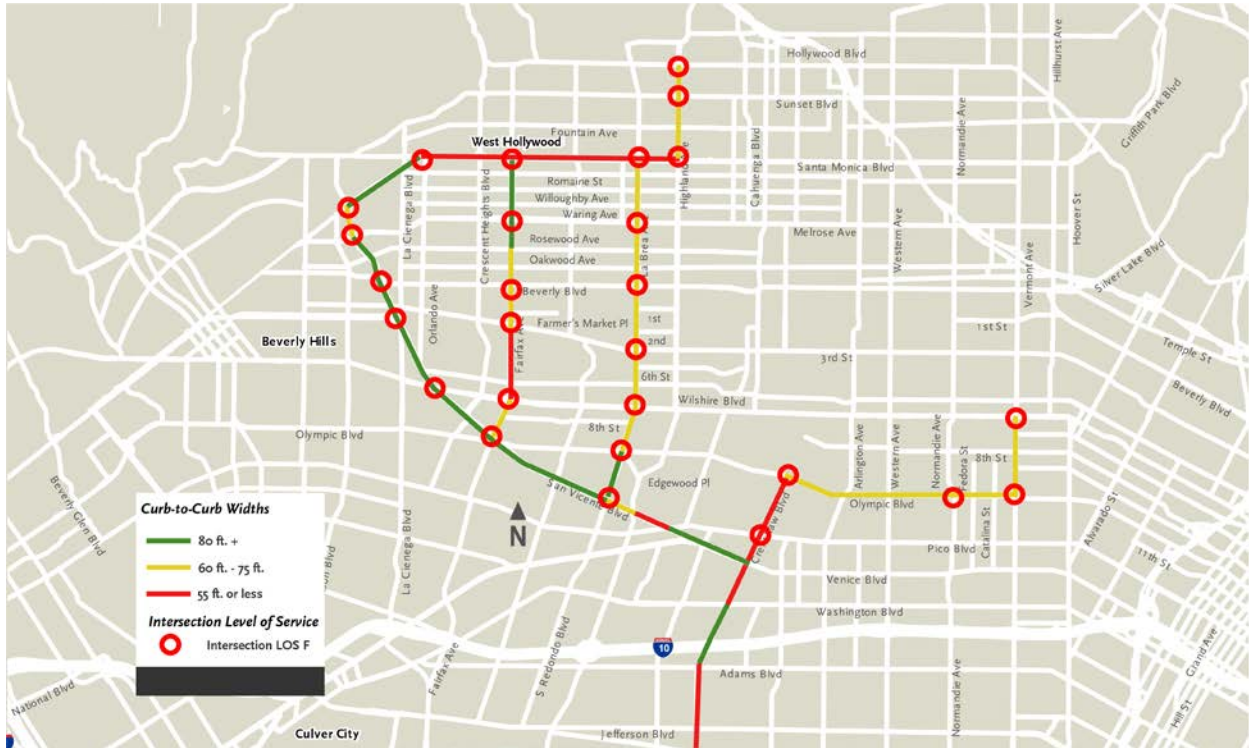
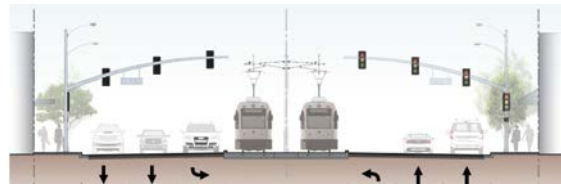


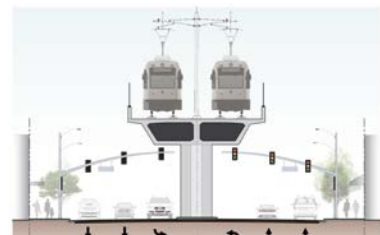
Figure ES - 18 – Alignment Constraints: Right-of-Way and Required Grade Separations at Congested Intersections



**80+ ft. curb-curb: At-grade** and aerial profiles may be feasible within right-of-way and/or street section



**60 - 75 ft. curb-curb: Aerial** profile may be feasible with minor impacts to existing right-of-way, street section, and/or adjacent properties



**< 60 ft. curb-curb: Tunnel** alignment: at-grade or aerial infeasible without major impacts to existing right-of-way, street section, and/or adjacent properties

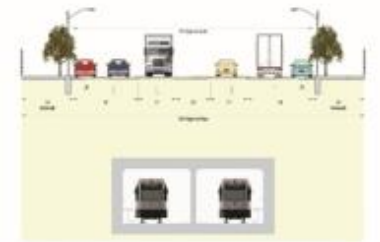


Figure ES - 19 Right-of-Way and Vertical Profile Configurations

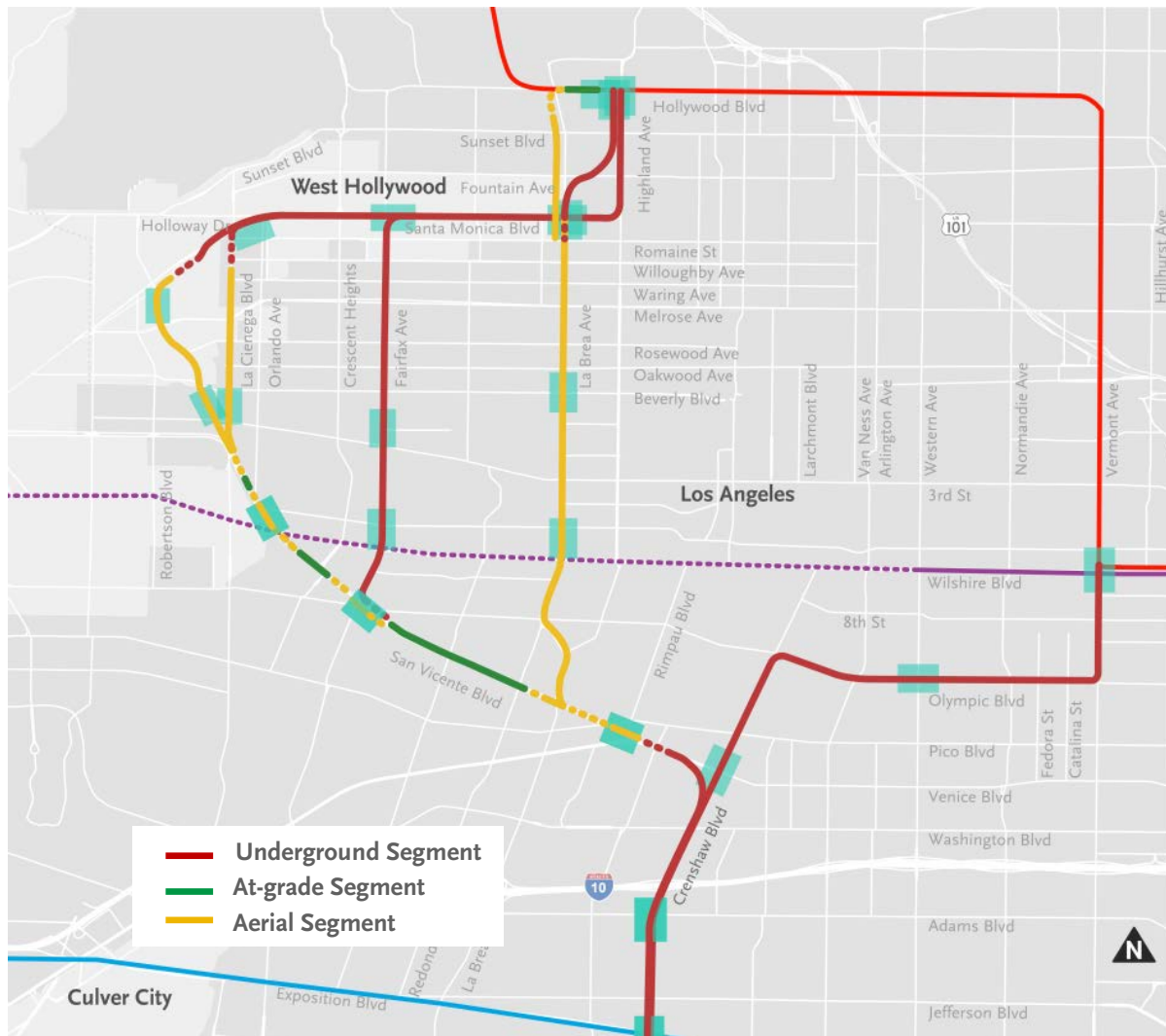


Figure ES - 20 Alternative Alignment Configurations

### Alternatives Analyzed in this Study

The five alternatives with stations and guideway profile configurations are summarized on the following pages:

- **San Vicente Alternative:** Crenshaw Blvd-Venice Blvd.-San Vicente Blvd.-Santa Monica Blvd.-Highland Ave. (Figure ES - 21).
- **La Cienega Alternative:** Crenshaw Blvd.-Venice Blvd.-San Vicente Blvd.-La Cienega Blvd.-Santa Monica Blvd.-Highland Ave. (Figure ES - 22).
- **Fairfax Alternative:** Crenshaw Blvd.-Venice Blvd.-San Vicente Blvd.-Fairfax Ave.-Santa Monica Blvd.-Highland Ave. (Figure ES - 23).
- **La Brea Alternative:** Crenshaw Blvd.-Venice Blvd.-San Vicente Blvd.-La Brea Ave.-Highland Ave. (Figure ES - 24).
- **Vermont Alternative:** Crenshaw Blvd.-Olympic Blvd.-Vermont Ave. (Figure ES - 25).

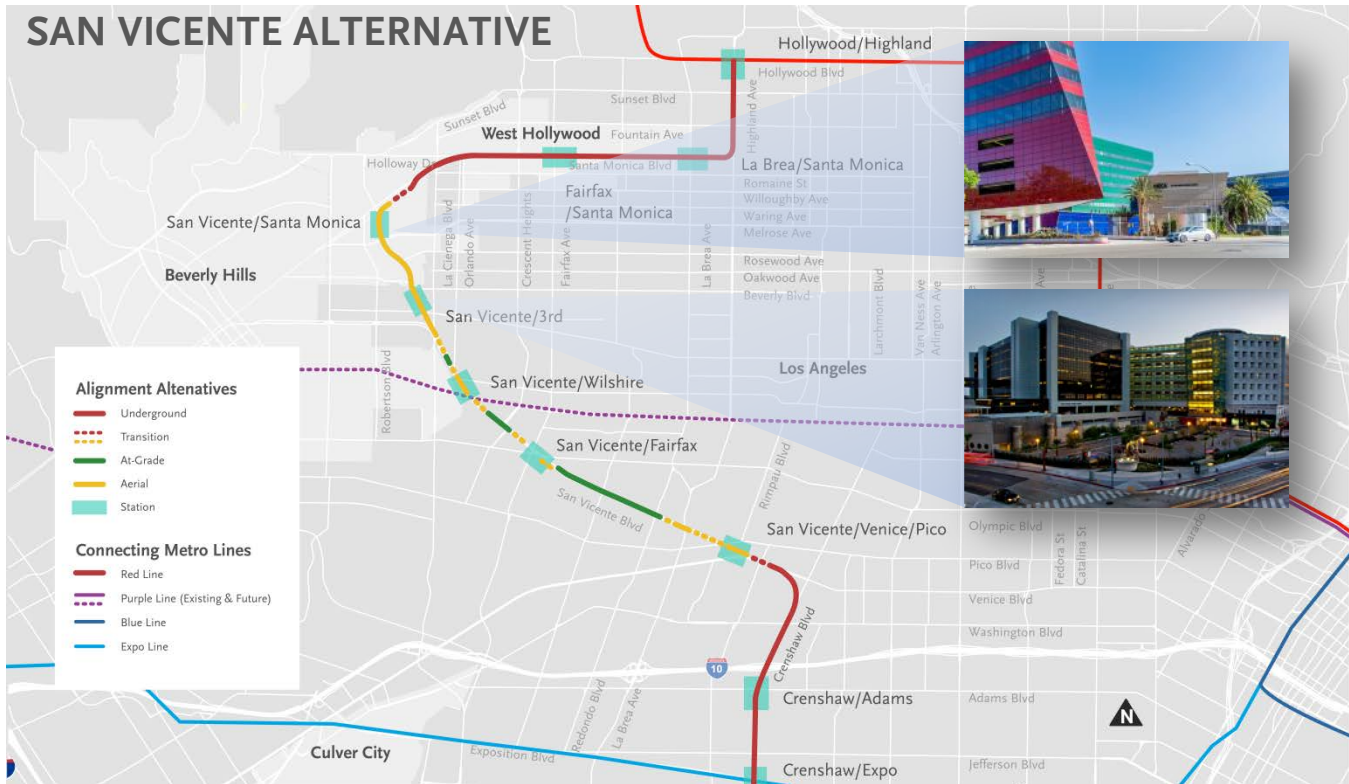


Figure ES - 21 San Vicente Alternative Alignment Map

### Station Locations & Adjacent Land Uses/Destinations

- **Crenshaw/Adams** – Neighborhood retail, commercial, and residential
- **San Vicente/Venice/Pico**- Midtown Crossing retail/commercial and Pico-Rimpau Transit Center
- **San Vicente/Fairfax**- Neighborhood retail, commercial and residential; Little Ethiopia
- **San Vicente/Wilshire**- High-rise office and medical commercial and strip retail and connection to Metro Purple Line La Cienega station
- **San Vicente/3rd Street**- Beverly Center, Cedars Sinai Medical Center, office and commercial
- **San Vicente/Santa Monica**- West Hollywood Park and Library, Pacific Design Center, Santa Monica Boulevard retail and entertainment district, Melrose Avenue retail district
- **Santa Monica/Fairfax**- neighborhood commercial/retail
- **Santa Monica/La Brea**- West Hollywood Gateway retail/commercial, large multifamily residential complexes, The Lot Studios
- **Hollywood/Highland**- Regional retail and entertainment district and connection to Metro Red Line

### Key Alignment Features

- From existing Crenshaw/Expo station in subway under Crenshaw Blvd., transitioning to aerial guideway in Venice Blvd.
- Opportunity for mixed-use redevelopment of strip retail center(s) with aerial station at Midtown Crossing
- Potential “complete street” reconfiguration of San Vicente Boulevard along median-running alignment through residential neighborhoods to Wilshire Boulevard
- Aerial guideway over Wilshire Boulevard along San Vicente Boulevard through Cedars Sinai and Beverly Center regional medical, office, professional, and retail center into West Hollywood Design District
- Opportunity for redevelopment of Metro Division 7 yard where alignment transitions from aerial guideway to subway adjacent to West Hollywood “Westside” entertainment and retail district
- Subway under Santa Monica Boulevard and Highland Avenue through neighborhood retail, entertainment, and commercial areas in West Hollywood and Hollywood
- Underground terminus at Metro Red Line Hollywood/Highland Station





Figure ES - 22 La Cienega Alternative Alignment Map

### Station Locations & Adjacent Land Uses/Destinations

- **Crenshaw/Adams** – Neighborhood retail, commercial, and residential
- **San Vicente/Venice/Pico**- Midtown Crossing retail/commercial and Pico-Rimpau bus transfer center
- **San Vicente/Fairfax**- Neighborhood retail, commercial and residential; Little Ethiopia
- **San Vicente/Wilshire**- High-rise office and medical commercial and strip retail and connection to Metro Purple Line La Cienega station
- **La Cienega/3rd Street**- Beverly Center, Cedars Sinai Medical Center, office and commercial
- **La Cienega/Santa Monica**- Santa Monica Boulevard neighborhood retail and entertainment district, Sunset Strip
- **Santa Monica/Fairfax**- neighborhood commercial/retail
- **Santa Monica/La Brea**- West Hollywood Gateway retail/commercial, large multifamily residential complexes, The Lot Studios
- **Hollywood/Highland**- Regional retail and entertainment district and connection to Metro Red Line

### Key Alignment Features

- From existing Crenshaw/Expo station in subway under Crenshaw Blvd., transitioning to aerial guideway in Venice Blvd.
- Opportunity for mixed-use redevelopment of strip retail center(s) with aerial station at Midtown Crossing
- Potential “complete street” reconfiguration of San Vicente Boulevard along median-running alignment through residential neighborhoods to Wilshire Boulevard
- Aerial guideway from Wilshire Boulevard along San Vicente and La Cienega Boulevards through Cedars Sinai and Beverly Center regional medical, office, professional, and retail center
- Transition from aerial to subway on La Cienega Boulevard just south of Santa Monica Boulevard
- Subway under Santa Monica Boulevard and Highland Avenue through neighborhood retail and commercial areas in West Hollywood and Hollywood
- Underground terminus at Metro Red Line Hollywood/Highland Station

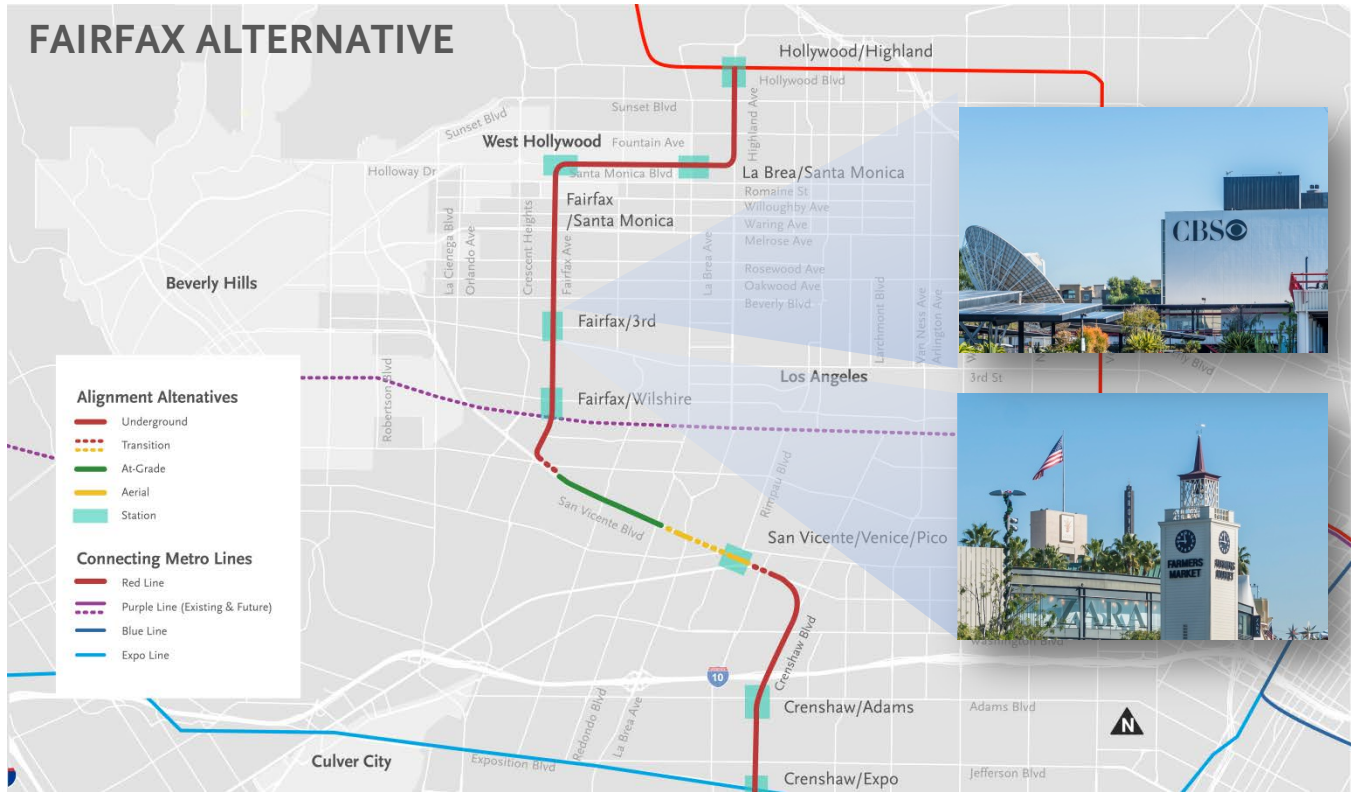


Figure ES - 23 Fairfax Alternative Alignment Map

### Station Locations & Adjacent Land Uses/Destinations

- **Crenshaw/Adams** – Neighborhood retail, commercial, and residential
- **San Vicente/Venice/Pico**- Midtown Crossing retail/commercial and Pico-Rimpau bus transfer center
- **Fairfax/Wilshire**- Miracle Mile high-rise office commercial, strip retail, LACMA and Petersen Automotive Museum, Park La Brea multifamily complex, and connection to Metro Purple Line
- **Fairfax/Beverly**- The Grove, Original Farmers Market, and neighborhood retail, CBS Television City
- **Santa Monica/Fairfax**- neighborhood commercial/retail
- **Santa Monica/La Brea**- West Hollywood Gateway retail/commercial, large multifamily residential complexes, The Lot Studios
- **Hollywood/Highland**- Regional retail and entertainment district and connection to Metro Red Line

### Key Alignment Features

- From existing Crenshaw/Expo station in subway under Crenshaw Blvd., transitioning to aerial guideway in Venice Blvd.
- Opportunity for mixed-use redevelopment of strip retail center(s) with aerial station at Midtown Crossing
- Potential “complete street” reconfiguration of San Vicente Boulevard along median-running alignment through residential neighborhoods to underground transition just east of Fairfax Avenue
- Subway under Fairfax Avenue through major regional cultural and retail districts and Park La Brea multifamily residential complex
- Subway under Santa Monica Boulevard and Highland Avenue through neighborhood retail and commercial areas in West Hollywood and Hollywood
- Underground terminus at Metro Red Line Hollywood/Highland Station

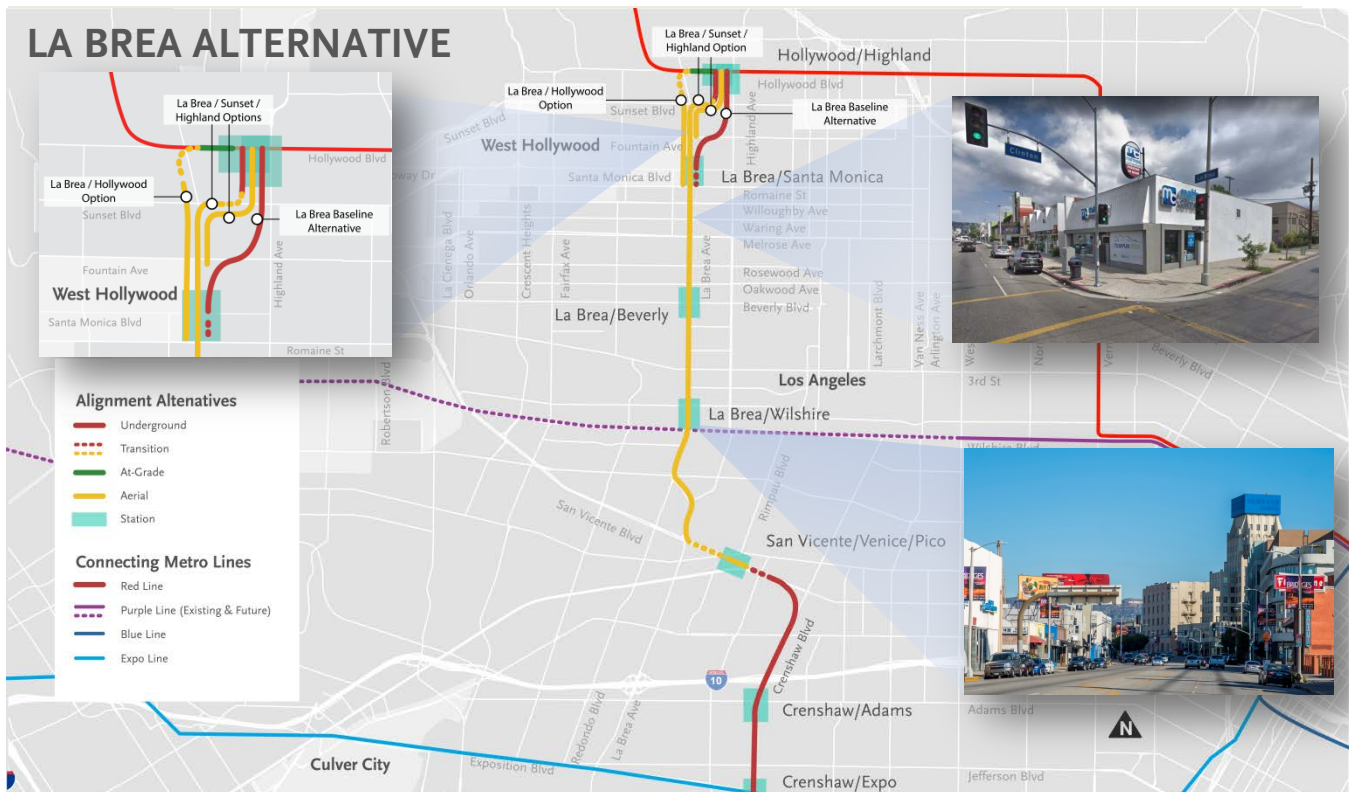


Figure ES - 24 La Brea Alternative Alignment Map

**Station Locations & Adjacent Land Uses/Destinations**

- **Crenshaw/Adams** – Neighborhood retail, commercial, and residential
- **San Vicente/Venice/Pico**- Midtown Crossing retail/commercial and Pico-Rimpau bus transfer center
- **La Brea/Wilshire**- Miracle Mile mixed office, multifamily residential, commercial, strip retail, and connection to Metro Purple Line
- **La Brea/Beverly**- Low-rise neighborhood retail, multifamily residential, commercial, strip retail
- **Santa Monica/La Brea**- West Hollywood Gateway retail/commercial, large multifamily residential complexes, The Lot Studios
- **Hollywood/Highland**- Regional retail and entertainment district and connection to Metro Red Line

**Key Alignment Features**

- From existing Crenshaw/Expo station in subway under Crenshaw Blvd., transitioning to aerial guideway in Venice Blvd.
- Opportunity for mixed-use redevelopment of strip retail center(s) with aerial station at Midtown Crossing
- Continue aerial guideway from San Vicente Boulevard over La Brea Avenue
- Aerial guideway along La Brea through neighborhood commercial/residential area adjacent to Miracle Mile, Park La Brea, and Hancock Park
- Opportunity for mixed-use redevelopment of strip retail or light industrial properties to accommodate a station at Santa Monica Boulevard and potential transition from aerial to subway
- Options for underground, aerial, or at-grade terminus at Metro Red Line Hollywood/Highland Station approached from Highland Avenue or Hollywood Boulevard



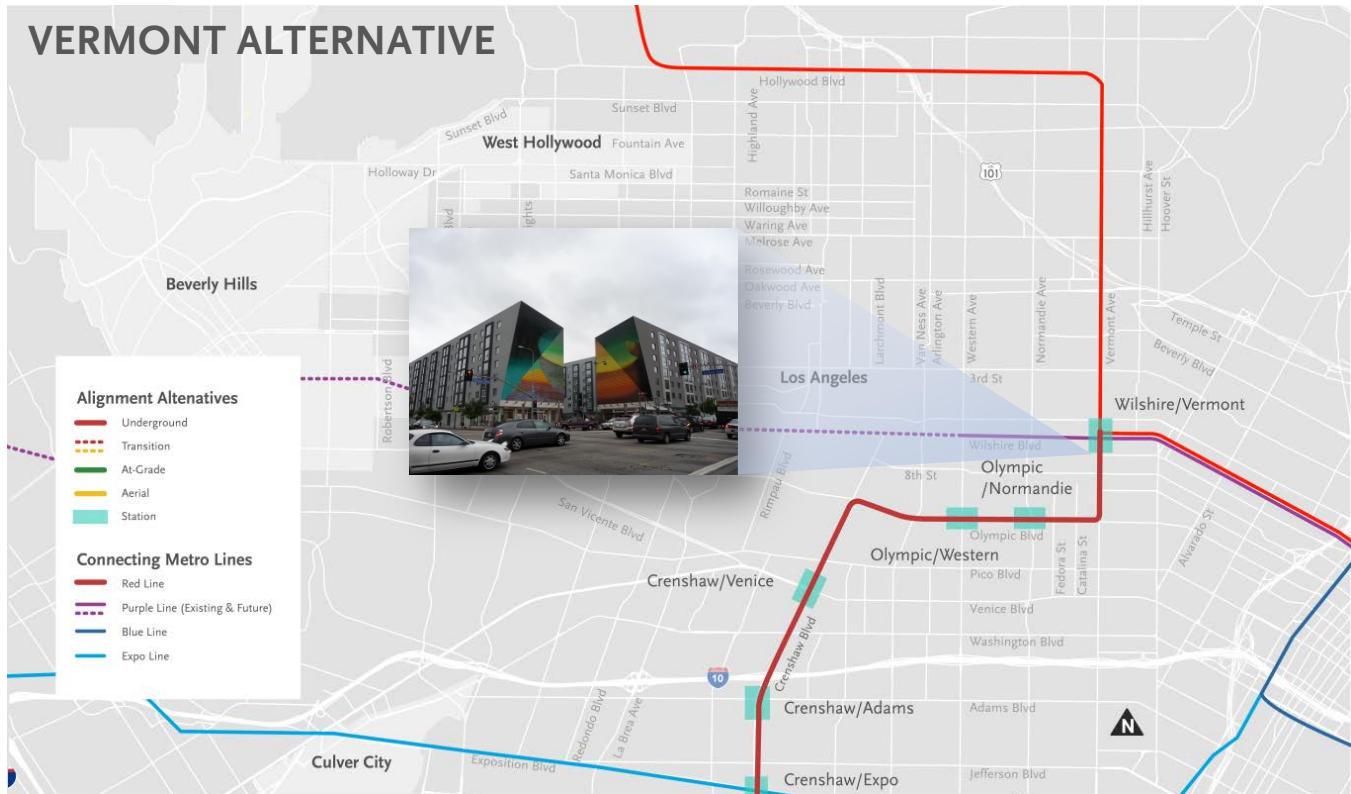


Figure ES - 25 Vermont Alternative Alignment Map

**Station Locations & Adjacent Land Uses/Destinations**

- **Crenshaw/Adams** – Neighborhood retail, commercial, and residential
- **Crenshaw/Venice** - Mid-City neighborhood retail, commercial, and residential
- **Olympic/Western** - Galleria Market, medium-density residential, commercial, and retail, Koreatown
- **Olympic/Normandie** - Medium-density residential, commercial, and retail, Koreatown
- **Vermont/Wilshire** - Connection to Metro Purple and Red Lines

**Key Alignment Features**

- From existing Crenshaw/Expo station in subway under Crenshaw Blvd. low/medium-density residential neighborhoods to Olympic Boulevard
- Subway along Olympic Boulevard under increasing commercial and residential density into Koreatown district
- Terminus on Vermont Avenue in the heart of Koreatown with deep station and tail-tracks required under existing Metro Purple/Red Line station box

## Performance of Alternatives

The alternatives definition effort results in five representative alignments which were evaluated against the following criteria:

- Ridership
- User Benefit/Travel Time Savings
- Vehicle Miles Traveled (VMT) Reduction
- Cost Effectiveness
- Environmental Impact

The five alternatives as defined are summarized below (Figure ES-26).

	SAN VICENTE	LA CIENEGA	FAIRFAX	LA BREA	VERMONT
 Key Map					
 Travel Time	19.0 min	18.4 min	15.7 min	12.4 min	26.8 min 9.8 min*
 Distance	9.5 mi	9.2 mi	8.1 mi	6.5 mi	10.2 mi 4.8 mi*
 # Stations	9	9	7	6	5

\*To Wilshire/Vermont Station only

Figure ES - 26 Summary of Alternatives Definition

### Ridership

The Crenshaw Northern Extension Alternatives are projected to have ridership ranging from 77,700 to 90,800 daily project boardings. 16% to 21% of those trips are taken by “new riders”, or trips that would not have used transit without the project (Figure ES - 27).

Alternatives with longer alignments and more stations generate a greater proportion of trips that begin and end within the project (local trips), while shorter alternatives with fewer stations generate a greater proportion of end-to-end “through” trips (Figure ES - 28). The Vermont Alternative produces the least ridership and fewest new riders, in addition to generating notably fewer trips to and from destinations along the route compared to the other alternatives.

# Executive Summary

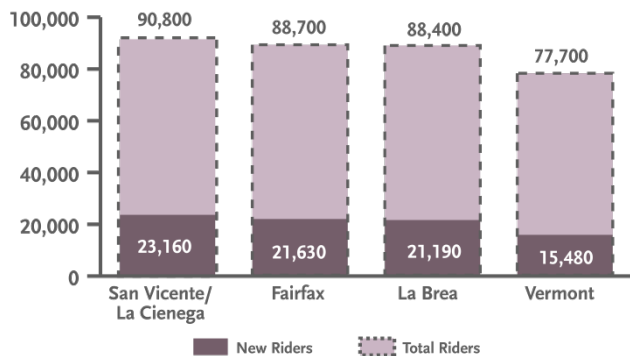


Figure ES - 27 New Transit Trips by Alternative

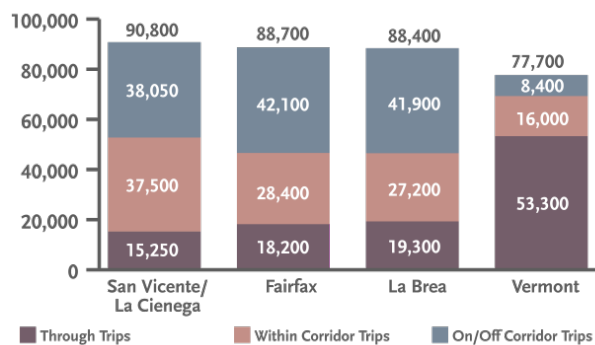


Figure ES - 28 Trip Type Distribution by Alternative

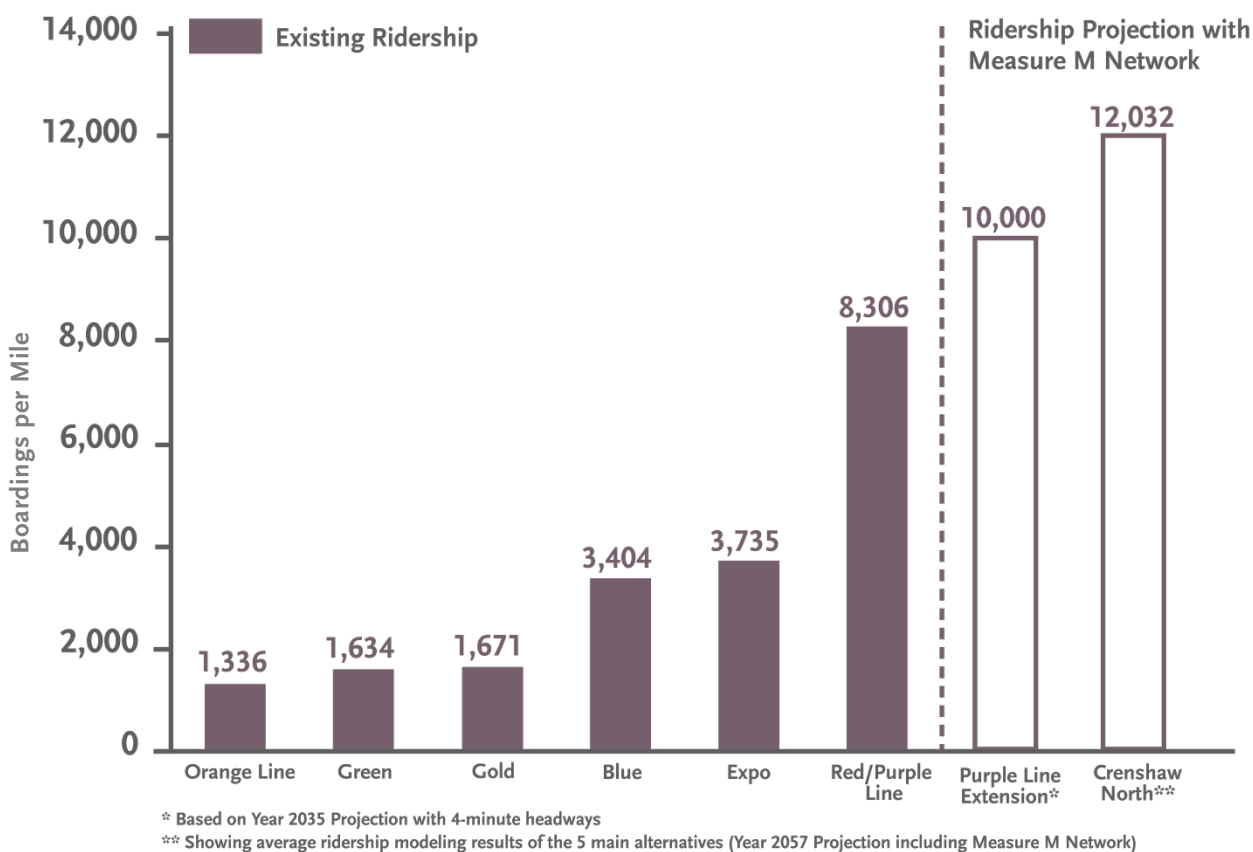
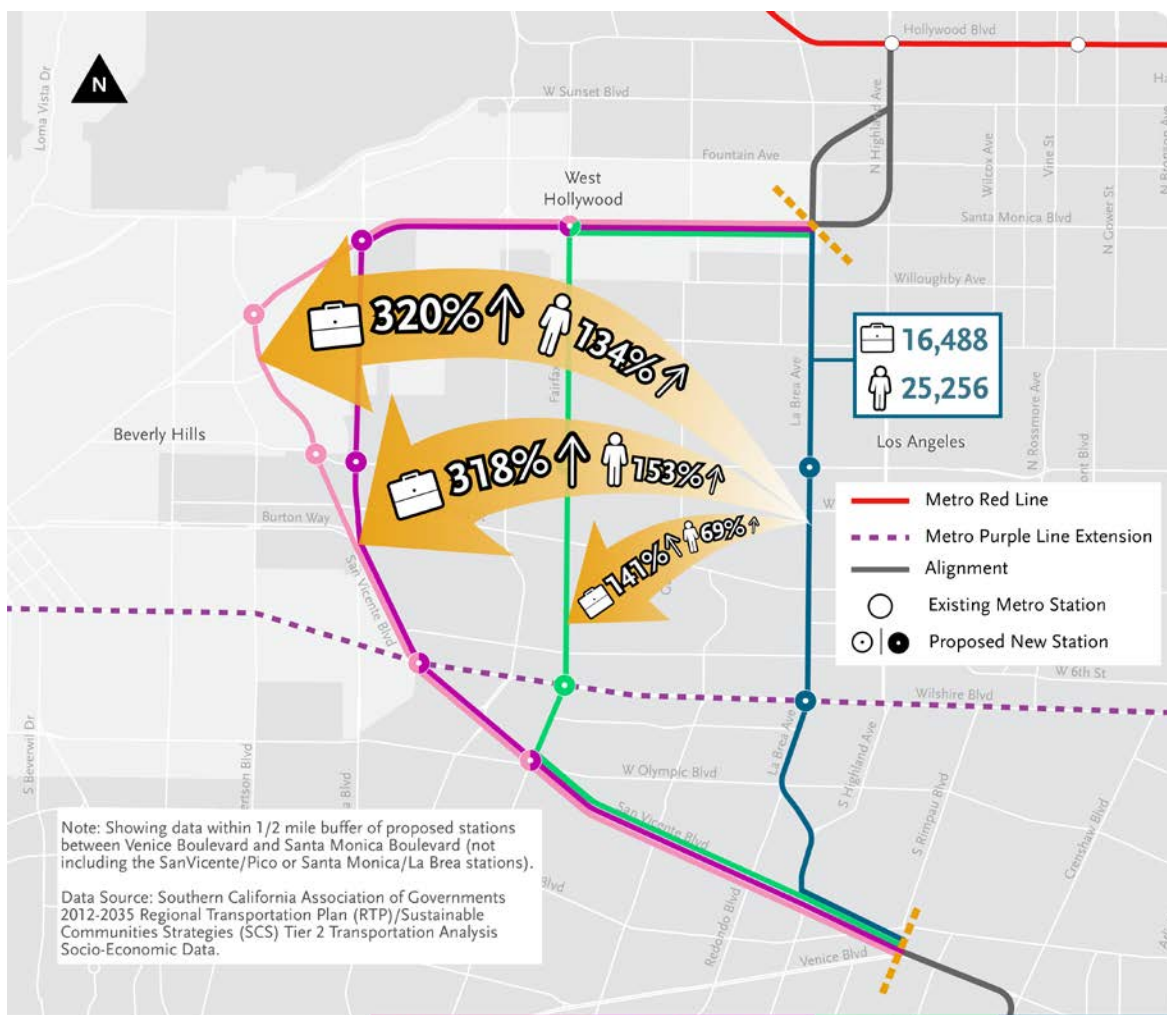


Figure ES - 29 Ridership per Mile of Metro Projects

The strong transit demand in the Study Area is further demonstrated by the high **projected** ridership relative to **current** Metro ridership on a per-mile basis, higher even than Red and Purple Line heavy-rail (Figure ES - 29).

# Executive Summary

The forecasted ridership decreases among the alternatives from west to east. The longer, western alternatives have more stations and provide access to more activity centers than the eastern alternatives, resulting in higher ridership. This is reinforced by population and employment data collected within a ½-mile radius of proposed stations and compared only for the unique stations along the four western alternatives between San Vicente/Pico and Santa Monica/La Brea (Figure ES-30). Even when compared on a per-mile basis, the longer western alignments provide much greater access to jobs and housing. The San Vicente and La Cienega alignments provide access to nearly 70,000 jobs within ½ mile of the proposed stations, or over 11,000 jobs per mile. These alignments provide access to over four times as many total jobs as the La Brea alignment which provides access to nearly 16,500 jobs, or about 5,100 jobs per mile. The Fairfax alignment provides access to over twice as many jobs as the La Brea alignment, nearly 40,000 jobs or about 8,300 per mile.



	San Vicente	La Cienega	Fairfax	La Brea
Length (Miles)	6.2	5.9	4.8	3.2
Total Jobs	69,296	68,970	39,731	16,488
Jobs/Mile	11,177	11,690	8,277	5,153
Total Population	59,123	63,895	42,748	25,256
Population/Mile	9,546	10,845	8,906	7,893

Figure ES - 30 Western Alternatives Access to Housing & Jobs

### User Benefit (Time Savings)

All Crenshaw Northern Extension Alternatives analyzed in this Study would result in reduced transit travel times and improved transit service compared with existing conditions. Existing transit travel times between the Metro Expo/Crenshaw Station and Hollywood/Highland Station are approximately 45 minutes and include at least one transfer. Estimated end-to-end travel times on the alternatives range from 12 to 27 minutes (**Figure ES - 26**). The average travel time savings experienced for each rider on the project alternatives ranges from 17 minutes to 20 minutes (**Figure ES - 31**). The greater time savings for the western alternatives is a direct function of their higher ridership, and thus higher benefit.

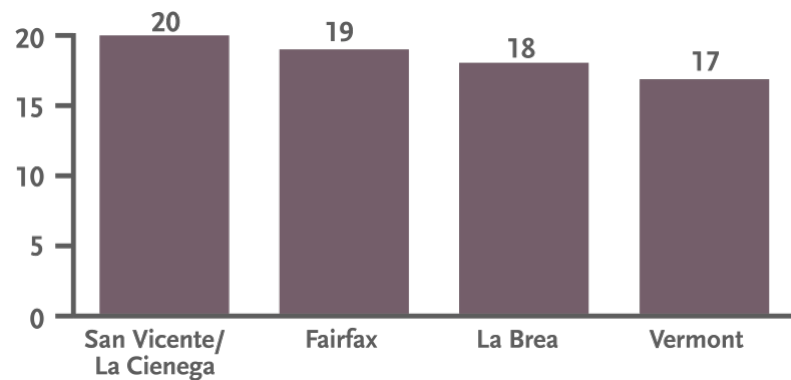


Figure ES – 31 Travel Time Savings per Project Trip (mins)

### Vehicle-Miles Reduction

All Crenshaw Northern Extension Alternatives analyzed in this Study would contribute to a substantial reduction in regional vehicle-miles travelled (VMT) by encouraging greater transit use. Among the five alternatives, La Brea Alternative will see the largest reduction of 383,930 VMT per year, followed by Fairfax Alternative with 358,888 miles of VMT reduction (**Figure ES - 32**).

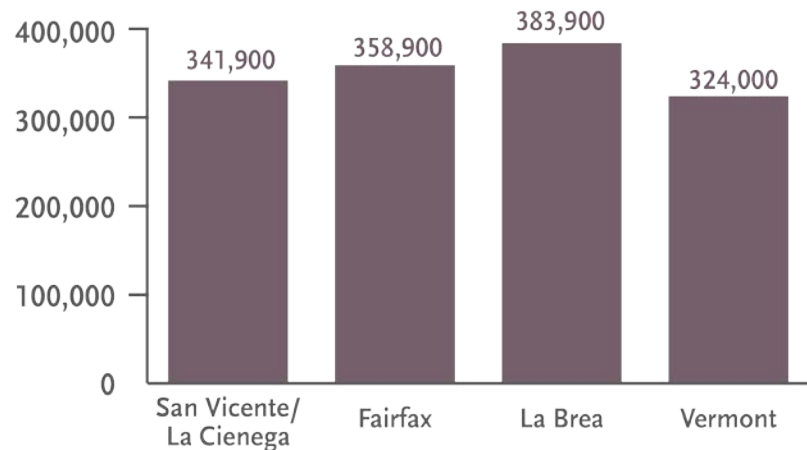


Figure ES - 32 Annual VMT Reduction (miles)

The Vermont Alternative is the lowest performing of the project alternatives for several reasons:

- 70% of its ridership consists of through trips, which don't serve origins and destinations within the Study Area that aren't already served by the existing Metro Rail network
- The alignment is largely redundant with the existing rail system and all the western alignments, which connect riders to the Purple Line and Wilshire Blvd. corridor faster than via Vermont
- While this alternative shaves 1-2 minutes from existing travel times to points east (including Downtown LA, etc.), it imposes an over 8-minute penalty for trips between the Study Area and the Westside, as well as the San Fernando Valley (versus all other alternatives)
- This alignment does not serve any new neighborhoods or any areas that would not be served with any of the other alternatives and/or are already served by Metro Rail



## Capital & Operating Costs & Cost Effectiveness

This study prepared rough-order-of-magnitude (ROM) estimates for capital costs, annual operations and maintenance (O&M) costs, and annualized replacement costs for each alternative. Capital Cost estimates include project components per the FTA Standard Cost Category (SCC) workbook, including construction costs for new rail infrastructure, maintenance facilities, vehicles, ROW acquisition, and professional services.<sup>4</sup> O&M costs include vehicle operations, vehicle maintenance, non-vehicle maintenance, and general administration. Annualized replacement costs represent the average cost over the life of the project for replacing the infrastructure as it wears down. The results include cost effectiveness metrics for comparing the performance of each alternative based on project length, ridership, and travel time savings.

**Table ES - 1** shows capital cost metrics for the alternatives. Capital costs range from \$3 to \$4.7 billion<sup>5</sup>. The La Brea Alternative has the lowest capital cost at \$3.0 billion (as low as \$2.4 billion with an at-grade option in Hollywood), with a higher cost per mile than the San Vicente and La Cienega Alternatives. The San Vicente/La Cienega Alternatives cost \$4.4 billion and have the lowest costs per mile. The Fairfax Alternative has the highest cost at \$4.7 billion with the second-highest cost-per-mile. The Vermont Alternative has the highest cost per mile. The La Brea alternative has the lowest capital cost per annual project trip at \$34,000/trip. The San Vicente/La Cienega and Vermont Alternatives have similar capital costs per annual trip between \$46,000 and \$48,000/trip, and the Fairfax Alternative is the most expensive at \$52,000 per annual trip.

**Table ES - 1 Capital Cost Metrics**

Alternative	Total Capital Cost (Billions)	Capital Cost per Mile (Million)	Capital Cost per Trip* (Thousands)
<b>San Vicente/ La Cienega</b>	\$4.4	\$477	\$48
<b>Fairfax</b>	\$4.7	\$575	\$52
<b>La Brea</b>	\$3.0	\$481	\$34
<b>Vermont</b>	\$3.6	\$712	\$46

\*Cost per trip calculated with annual ridership projections

**Table ES - 2 Capital Costs and Cost Effectiveness Measures**

Alternative	Annualized O&M + Replacement Cost (Millions)	Annualized Cost per Mile (\$)	Annualized Cost per Trip* (\$)
<b>San Vicente/ La Cienega</b>	\$379	\$41	\$4.20
<b>Fairfax</b>	\$386	\$48	\$4.30
<b>La Brea</b>	\$260	\$41	\$2.90
<b>Vermont</b>	\$286	\$57	\$3.70

\*Cost per trip calculated with annual ridership projections

respectively, and the lowest costs per mile. The Fairfax Alternative has the highest cost at \$386 million with the second highest cost-per-mile. The Vermont Alternative has the highest cost per mile. The La Brea alternative is the most cost effective with a capital cost per annual project trip at \$2.9/trip. The Vermont Alternative is the second most cost effective at \$3.7/trip. The San Vicente, La Cienega, and Fairfax Alternatives have similar cost effectiveness with annual costs per trip between \$4.1-\$4.3/trip.

These findings are valid for the alignment and guideway configuration assumptions as defined for this study only and could vary significantly if the guideway configuration is modified in later planning efforts. In particular, additional underground stations or guideway length would result in higher costs and lower cost effectiveness rankings.

**Table ES - 2** shows annualized costs and cost effective metrics for the alternatives. The annualized O&M and replacement costs range from \$260 to \$370 million per year<sup>6</sup>. La Brea has the lowest annualized cost at \$260 million, with a similar cost per mile as the San Vicente and La Cienega Alternatives. The San Vicente and La Cienega Alternatives have costs of \$374 and \$379 million per year,

<sup>4</sup>Capital costs are based on Metro's design criteria and represent existing infrastructure in the current Metro rail system. Elements beyond Metro's standard kit-of-parts could result in higher project costs.

<sup>5</sup>Costs are in 2017 base year dollar value and do not include escalation to the year of construction. Costs will increase 2 to 4% per year to the mid-point of construction.

<sup>6</sup>O&M and Replacement Costs are in 2017 base year dollar value and do not include escalation to year of construction. Costs will increase 2 to 4% per year to the mid-point of construction.

## Phasing

The timing and amount of available funding could result in the need to separate the project into multiple phases. None of the alternatives fall within the Measure M budget, so the alternatives were analyzed for their ability to be delivered in a first phase as a “minimum operable segment” between the Metro Expo Line and the Metro Purple Line. The Vermont Alternative could not be phased due to the fact that the full-length alternative terminates at the Purple Line.

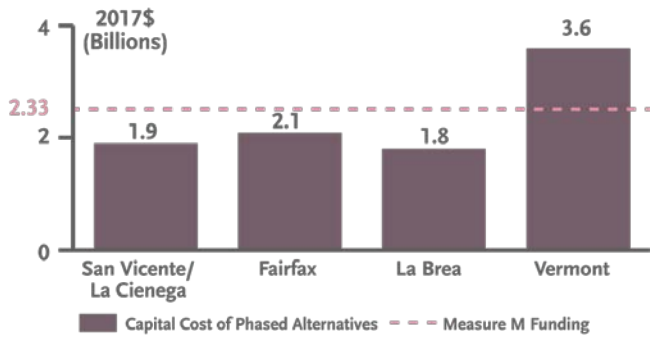


Figure ES - 33 Capital Cost Estimates of Phased Alternative

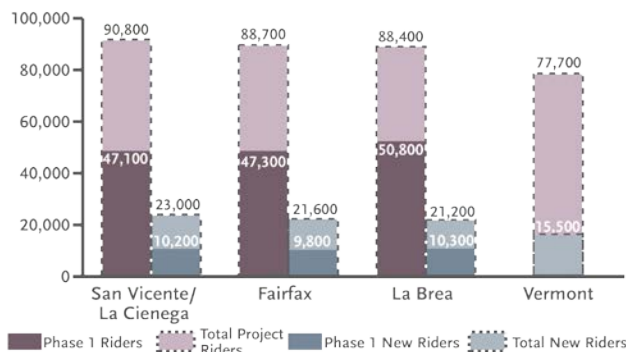


Figure ES - 34 Ridership and Number of New Riders in Phase I and Full Build-Out

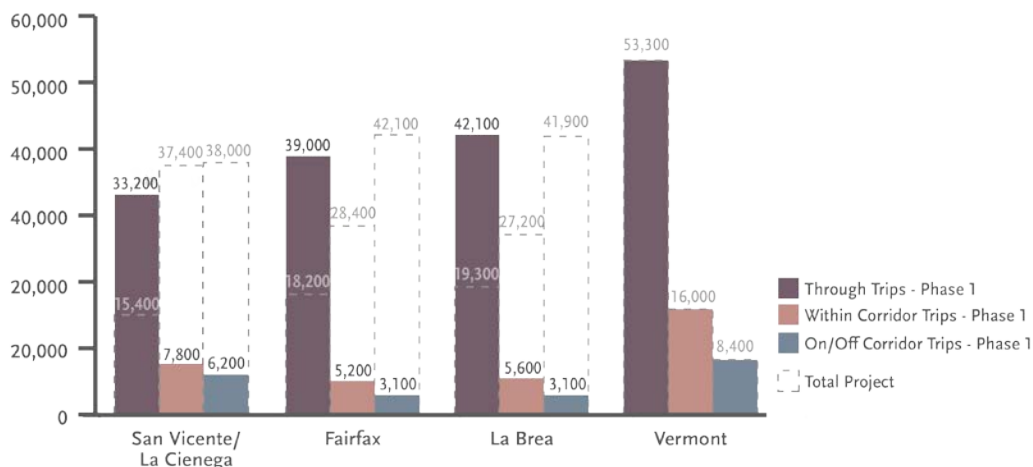


Figure ES – 35 Breakdown of Ridership in Phase 1 and Full Build-Out

Figure ES - 33 presents the total estimated ROM capital cost for the phased project to Purple Line scenario of each alternative. All Phased options, except for the Vermont alignment, fall within the Measure M funding allotment.

Total Trips on the project for the phased to Purple Line alternatives are higher on the eastern alignments than the western alignments (Figure ES - 34), reverse of the results from the full alternatives, which project Vermont to have the lowest ridership. The phased alternatives are more regional-serving, thus alignments with the faster travel times connecting the Expo and Purple lines is expected to have higher ridership. However, it is important to take into account the ridership results of the full alternatives since the ultimate goal of the project is to provide service to the Red Line in Hollywood, completing a regional north-south high-capacity corridor.

The breakdown of “Phase 1” within-corridor (local), through, and on/off corridor trips (region to Study Area) is presented in Figure ES - 35. The vast majority of trips on all of the phased alternatives are through trips from origins and/or destinations outside the Study Area. The western alignments serve more Local and On/Off Corridor Trips, but the main travel demand is for the connection between the Expo and Purple Lines.

## Findings and Next Steps

Below is a summary of key performance statistics of the five alternatives (Figure ES - 36) and vertical profile configurations (Figure ES - 37).

	SAN VICENTE	LA CIENEGA	FAIRFAX	LA BREA	VERMONT
Daily Ridership (trips/boardings)	90,800	90,800	88,700	87,200	77,700
Time Savings (hours)	29,900	29,600	27,600	26,900	21,500
Baseline Capital Cost (\$ Billions)	4.3	4.4	4.7	3.0	3.6
Cost per Rider (\$)	\$13	\$13	\$14 (highest)	\$8 (lowest)	\$12
Cost per Hour Saved (\$)	\$39	\$40	\$44 (highest)	\$26 (lowest)	\$42
Trip Types	Within 41% Through 17% To/From 42%	Within 41% Through 17% To/From 42%	Within 32% Through 20% To/From 48%	Within 31% Through 22% To/From 47%	Within 20% Through 69% To/From 11%
Travel Times* (min)	19.0	18.4	15.7	12.4	26.8

\* Travel Time is from Expo/Crenshaw to Hollywood/Highland

Figure ES - 36 Comparative Summary of Alternatives

While all of the alternatives are forecast to serve high ridership comparable to Metro’s highest-performing rail lines, the western alternatives demonstrate higher total ridership and user benefits. The La Brea Alternative has the lowest capital cost and is the most cost effective, but does not serve many of the major regional job centers and activity centers. Alternatives to the west have dramatically higher access to jobs and housing in the vicinity of proposed station locations.

The shorter, eastern alternatives do a better job at serving more regional, longer distance trips, but do not serve the denser concentration of jobs and major activity centers along the western alignments, while the longer western alignments do a better job at serving these areas but due to their added length and travel time, don’t serve as many regional trips. As transit improves around the region, though, the western alignments may prove to increase in ridership potential with their access to high concentrations of existing, growing job centers, whereas the La Brea Avenue corridor is unlikely to experience major increases in jobs or housing in the future.

Even though not an original alignment from the previous Wilshire/La Brea LRT Extension Study, the Vermont Alternative was added to this Study as an alternative that would reach the Metro Purple and Red Line with the shortest distance, and thus potentially the fastest travel time, lower costs, and fewer impacts. However, the Vermont Alternative has the lowest-ranking performance among all of the alternatives analyzed, and therefore is not recommended for further analysis.

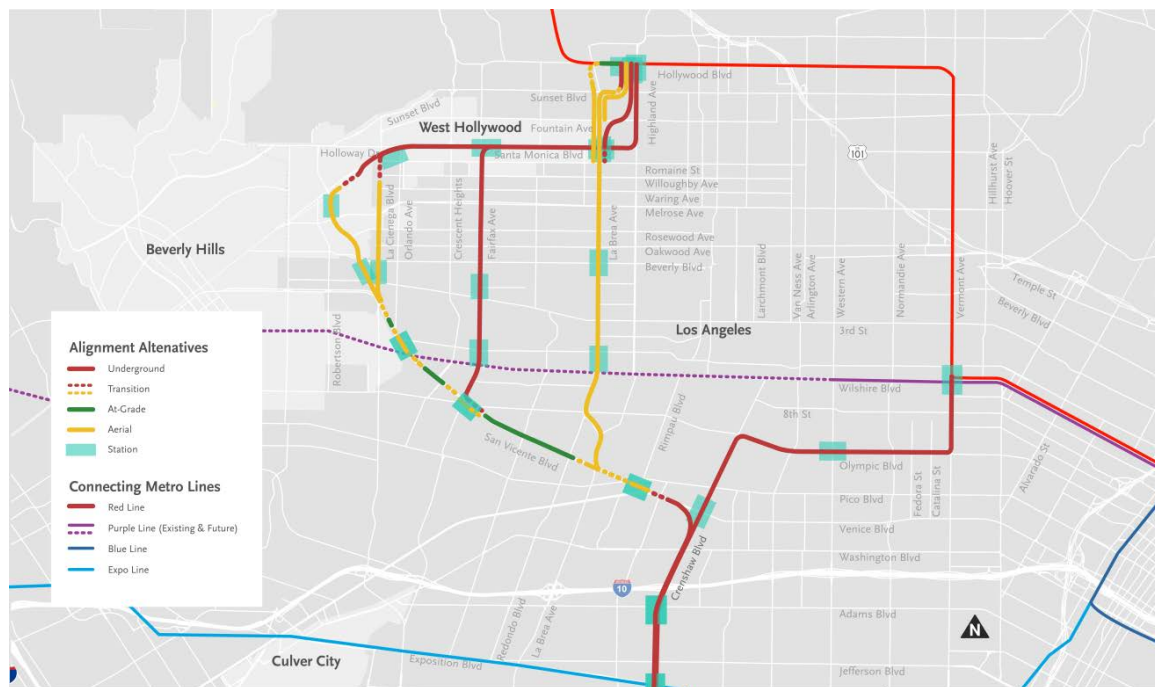


Figure ES -37 Crenshaw Northern Extension Study Alignment Alternatives

The alternatives analyzed in this study represent a preliminary assessment of alternatives for the northern extension of the Crenshaw Line. Conceptual assumptions made were sufficient for the purposes of this Study, but further analysis is required in order to better inform planning and system design decisions. The findings of this study should be carried forward to further refine the alternatives by conducting additional stakeholder and public outreach in addition to engineering refinement and advanced environmental analysis. This effort would result in a screening of the five alternatives to a single Locally Preferred Alternative (LPA) that can be environmentally cleared for future funding opportunities and construction.



## Board Report

File #: 2017-0782, File Type: Contract

Agenda Number: 49.

### REGULAR BOARD MEETING SEPTEMBER 27, 2018

**SUBJECT: TECHNICAL CONSULTANT FOR ZERO EMISSION BUS  
(ZEB) PROGRAM MASTER PLAN**

**ACTION: CONTRACT AWARD**

#### **RECOMMENDATION**

CONSIDER:

- A. AWARDING a cost plus fixed fee Contract No. PS51220 to ZEBGO Partners, JV for technical consultant services for the Zero Emission Bus (ZEB) Program Master Plan, in the not-to-exceed amount of \$7,139,376 for a period of performance of up to 21 months from issuance of a Notice-to-Proceed (NTP), subject to resolution of protest(s), if any; and
- B. AMENDING the FY19 budget by \$6,111,500 for anticipated contract expenses.

#### **ISSUE**

In July 2017, the Board approved Motion #50 by Directors Bonin, Garcetti, Najarian, Hahn, and Solis (with amendments) to establish a working group and develop strategies for a master plan detailing the steps and costs associated with converting the Metro bus fleet to Zero Emission by 2030. (Attachment C) This action authorizes contract award to ZEBGO Partners, JV (ZEBGO) to provide technical consulting support services to develop comprehensive plans for phasing in zero emission buses (ZEB) on Metro's entire system, including Local and Rapid bus routes, by 2030.

#### **BACKGROUND**

In July 2017, the Metro Board endorsed staff's Strategic Plan for the Transition to Zero Emission Buses. The first phase in that plan is to convert the Metro Orange Line to full Zero Emission operation by 2020 and the Metro Silver Line as soon as feasible, thereafter. The second phase involves the creation of a Zero Emission Master Plan that would evaluate the entire Metro bus system and map out the best strategy and anticipated cost to convert to zero emission operation. Authorization of this Contract will support staff's efforts to affect the Strategic Zero Emissions Master Plan [Plan].

The transition plan is in agreement with Metro's Alternative Fuel Initiative policy that was adopted in

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1993 and keeps Metro at the forefront of a healthier environment for our growing population. This plan also accelerates by 10 years the schedule being considered by CARB to require all of California's transit services to transition to 100% zero emissions by 2040.

To date, Metro has awarded three ZEB contracts for the electrification of the Orange and Silver BRT lines; two with BYD for five 60' ZEB's intended for the Orange Line and sixty 40' ZEB's intended for the Silver Line; and one with New Flyer for forty 60' ZEB's intended for the Orange Line.

## **DISCUSSION**

Awarding this professional services contract to ZEBGO ensures Metro remains on schedule with transitioning to a zero emissions bus operation by 2030. The award recommendation is based on a Best Value selection that considered price and non-price factors. ZEBGO's proposal provides the Best Value and is most advantageous to Metro. Price analysis shows that the negotiated amount for the recommended firm, ZEBGO, is \$633,670 above the ICE. ZEBGO's higher priced proposal, from a Best Value perspective, offers clear advantages in the areas of relevant Zero Emission vehicle and infrastructure experience and capability; project understanding, approach, and management plan; and past experience for similar projects evaluation categories.

ZEBGO's higher proposed price is offset by providing a team of subject matter experts that far exceeded the minimum staff qualifications, and collectively have multiple transit agency experience in operating, maintaining and procuring buses, from both the transit manufacturing and operations sides. The ZEBGO team demonstrated a wide array of global electric bus experience, including deployment of electric bus depot and in-route chargers, and experience on projects with other United States transit agencies that are similar in scope and scale as the Metro program. This relevant experience and expertise in ZEB vehicle and infrastructure is critically important to the technology transition because of Metro's program timeline objectives and the rapid changes occurring in this developing field.

## **DETERMINATION OF SAFETY IMPACT**

The approval of this Contract will have no negative impact to system safety.

## **FINANCIAL IMPACT**

The total not-to-exceed contract amount is \$7,139,376. Staff recommends that the FY19 budget be amended by \$6,111,500 to include the portion of effort scheduled for completion in FY19. The budget will be allocated to project 405407 - ZEB Program Master Plan. Since this is a multi-year contract, the cost center manager will be accountable for budgeting the balance of funds in future fiscal years.

### **Impact to Budget**

The current source of funds for this action is Measure R Admin. Staff will reassess funding sources and apply other applicable fund sources as they become available.

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**ALTERNATIVES CONSIDERED**

Metro could rely exclusively on internal staff to perform the work. This alternative is not recommended as it would not be cost effective to maintain this level of expertise in-house on a full-time basis. Additionally, it would take staff away from the core operation functions, and would be more costly than contracting these functions on a task order basis.

The Board of Directors may choose not to authorize the Contract award for the project; however, this alternative is not recommended by staff, as this project is critical to support the planning necessary for conversion to Zero Emission operation by 2030. Without the additional contract support the timely delivery of this plan would be at risk.

**NEXT STEPS**

Upon Board approval, staff will execute the contract and issue a Notice-to-Proceed to ZEBGO.

**ATTACHMENTS**

Attachment A - Procurement Summary

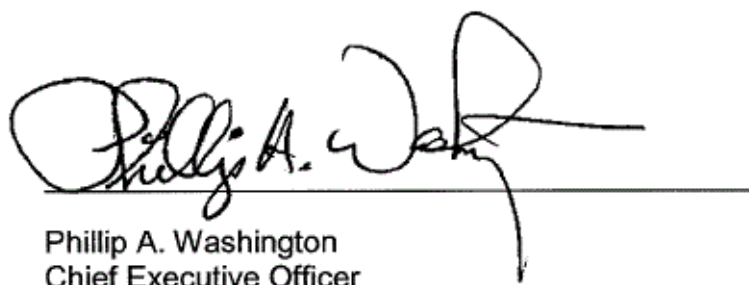
Attachment B - DEOD Summary

Attachment C - Board Motion

Board Motion 2017-0524 Endorsing Strategic Plan for Metro's Transition to Zero Emission

Prepared by: Steve Schupak, Sr. Manager, Project Control, (213) 617-6294  
Marc Manning, Sr. Director, Vehicle Engineering & Acquisition (213) 617-6201  
Jesus Montes, Sr. Executive Officer, Vehicle Engineering & Acquisition (213) 418-3277

Reviewed by:  
James T. Gallagher, Chief Operations Officer, (213) 418-3108  
Debra Avila, Chief Vendor/Contract Management Officer, (213) 418-3051



Phillip A. Washington  
Chief Executive Officer



## PROCUREMENT SUMMARY

**TECHNICAL CONSULTANT FOR ZERO EMISSION BUS PROGRAM  
MASTER PLAN/PS51220**

1.	<b>Contract Number:</b> PS51220	
2.	<b>Recommended Vendor:</b> ZEBGO Partners, Joint Venture	
3.	<b>Type of Procurement (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> 02/14/18	
	<b>B. Advertised/Publicized:</b> 02/20/18; 02/21/18; 02/26/18	
	<b>C. Pre-Proposal Conference:</b> 02/27/18	
	<b>D. Proposals Due:</b> 03/29/18	
	<b>E. Pre-Qualification Completed:</b> 05/17/18	
	<b>F. Conflict of Interest Form Submitted to Ethics:</b> 05/31/18	
	<b>G. Protest Period End Date:</b> 07/20/18	
5.	<b>Solicitations Picked up/Downloaded:</b> 61	<b>Bids/Proposals Received:</b> 2
6.	<b>Contract Administrator:</b> Elizabeth Hernandez	<b>Telephone Number:</b> (213) 922-7334
7.	<b>Project Manager:</b> Marc Manning	<b>Telephone Number:</b> (213) 617-6201

**A. Procurement Background**

This Board Action is to approve Contract No. PS51220 for technical consulting support services to develop comprehensive plans for phasing in zero emission buses (ZEB) on Metro's entire system, including Local and Rapid bus routes, by 2030. Board approval of contract awards are subject to resolution of any properly submitted protest.

The RFP was issued in accordance with Metro's Acquisition Policy and the contract type is a cost plus fixed fee.

Five amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on March 12, 2018, clarified proposal requirements;
- Amendment No. 2, issued on March 23, 2018, clarified proposal requirements;
- Amendment No. 3, issued on May 7, 2018, clarified proposal requirements;
- Amendment No. 4, issued on May 11, 2018, solicited Best and Final Offers (BAFO); and
- Amendment No. 5, issued on May 15, 2018, clarified BAFO submittals.

A Pre-Proposal Conference was held on February 27, 2018. Proposer Questions and Metro staff answers were issued and made accessible to the planholders by posting them at Metro's website. A total of two proposals were received on March 29, 2018.

## **B. Evaluation of Proposals**

A Proposal Evaluation Team (PET) consisting of staff from Vehicle Engineering and Acquisition, Maintenance and Operations departments was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria and weights:

- Experience and Capability 30 percent
- Project Understanding/Approach and Management Plan 20 percent
- Firm's Experience on Similar Projects 15 percent
- Availability 5 percent
- Price 30 percent

The evaluation criteria are appropriate and consistent with criteria developed for other, similar professional services procurement. Several factors were considered when developing these weights, giving the greatest importance to experience and capability in performing similar work.

Both of the proposals received were determined to be within the competitive range. The two firms within the competitive range are listed below in alphabetical order:

1. Ramboll US Corporation
2. ZEBGO Partners, Joint Venture

The proposal evaluation period from March 29, 2018 through May 29, 2018 included reviews of the written proposals, clarifications requests and responses, oral presentations, face-to-face and conference call discussions, and transit agency reference checks. On April 26, 2018 the PET met and interviewed the firms. The firms' project manager, deputy project manager, and lead subject matter experts (SMEs) had an opportunity to present individual and team's qualifications and respond to the PET's questions. In general, each team's presentation addressed the requirements of the RFP, experience with all aspects of the required tasks, and stressed each firm's commitment to the success of the project. Also highlighted were staffing plans, work plans, perceived program challenges and risk mitigation process. Each team was asked questions relative to each firm's proposed methodology/approach and previous experience for a program with similar scope and size.

A cost analysis was performed on the Proposer's price offers in preparation of negotiations conducted on May 3, 2018. Proposer strengths and weaknesses in technical and price elements were discussed prior to requesting Best and Final offers. Best and Final Offers (BAFO) were solicited on May 11, 2018 and submittals

were received on May 22, 2018. The BAFOS were reviewed and evaluated by the PET from May 23, 2018 through May 29, 2018.

## **Qualifications Summary of Firms within the Competitive Range:**

### **ZEBGO Partners, JV**

#### **WSP (Partner)**

WSP is an engineering and professional consulting firm founded in 1885 and has 42,000 employees and 500 offices globally. It has 100 offices in the United States and four of them are located in Southern California with a staff of 300 employees.

WSP has electric bus experience with more than 30 projects in the world, including 13 in North America for transit agencies such as Massachusetts DOT, King County Metro, DART, and IndyGo. WSP has planned, designed and rehabilitated more than 700 bus maintenance facilities.

#### **STV (Partner)**

STV, Incorporated was founded over 100 years ago and provides architectural, engineering, planning, environmental, and construction management services for transportation systems, infrastructure, buildings, energy, and other facilities.

STV has over 30 years of experience planning, designing and implementing bus projects for public transit agencies such as LADOT, SANDAG, OCTA and SEPTA.

The ZEBGO JV proposes to augment its capabilities with expertise and specialty resources in areas such as utility coordination and interface, technology facilitation, industry outreach and best practices, facilities inventory and conversion options, sustainability practices and metrics, project administration, document control, Buy America compliance, and bus procurement and inspection. The ZEBGO team includes the following subcontractors:

- Advantec Consulting Engineers, Inc.
- Advanced Mobility Group
- Capitol GCS
- Center for Transportation and Environment (CTE)
- Fuel Solutions
- 3Cotech
- Virginkar & Associates

ZEBGO has multiple subject matter experts (SME) with transit agency experience in operating, maintaining, and procuring buses. ZEBGO would be able to leverage three different electric bus modeling techniques that had been developed and

utilized for other agencies. ZEBGO's proposal discussed experience for over 50 Zero Emission Bus (ZEB) projects. This includes an electric bus feasibility study with King County. With these projects, ZEBGO has relevant experience in deploying both depot and en-route charging infrastructure. ZEBGO's subcontractor, CTE, has worked with numerous transit agencies to model, procure, and deploy electric and fuel cell buses. Due to relevant experience, they have the ability to work on various tasks with minimal Metro oversight and accelerate various tasks as needed to meet procurement schedules.

### **Ramboll US Corporation**

Ramboll US Corporation, formed in 1982, provides technical and strategic consulting expertise to clients for environmental and health issues. Ramboll has more than 13,000 employees in 200 offices located in 35 countries. Ramboll's local management staff is located in Los Angeles.

Ramboll currently provides technical support to Metro through the Advanced Technology Transit Vehicle Consortium (ATVC) for its recent Zero Emission Bus procurements and with regulatory agencies on air pollution policy impacts to Metro's bus acquisition plans. Ramboll also has project experience with the municipality of Oslo and Akershus county of Norway in assessment of bus fleet electrification via in-motion-charging trolley buses. Ramboll's clients include the Port of Los Angeles, AC Transit, San Diego Metropolitan Transportation Systems (MTS), SANDAG, Santa Monica, Foothill, and Translink.

Ramboll proposed a team of subject matter experts in ZE technologies and systems integration, bus operations, service planning, facilities, utilities, and financing at the local level and from global and nationwide agencies consisting of the following:

- AECOM
- M.J. Bradley & Associates
- Gladstein, Neandross & Associates
- Capitol CGS
- Connetics Transportation Group
- Burns & McDonnell
- McCormick Busse, Inc.
- Virginkar & Associates

Ramboll's proposal identified some key personnel from local and global resources. Additionally, they have staff with zero emission vehicle experience at Metro. They also demonstrated experience in utility and capacity planning with Los Angeles Department of Water and Power (LADWP). Currently, their relevant electric bus experience is limited on deployment of charging infrastructure. They have a few projects in process that would provide that relevant experience in the future. The PET evaluated the proposals and assessed strengths, weaknesses and associated risks of each Proposal utilizing the evaluation criteria factors and sub-

factors defined in the RFP to determine the score for each firm. The ZEBGO JV had demonstrated advantages in all technical areas of Experience and Capability; Project Approach and Experience for relevant Projects of similar scope and size. Based upon the collective evaluations, ZEBGO Partners, JV is determined to be the PET's recommendation for the top ranked firm based on the scores as indicated in the table below.

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	<b>ZEBGO Partners, JV</b>				
3	Experience and Capability	86.40	30.00%	25.92	
4	Project Understanding/Approach and Management Plan	82.50	20.00%	16.50	
5	Firm's Experience on Similar Projects	82.53	15.00%	12.38	
6	Availability	85.00	5.00%	4.25	
7	Price	75.20	30.00%	22.56	
8	<b>Total</b>		100.00%	81.62	<b>1</b>
9	<b>Ramboll US Corporation</b>				
10	Experience and Capability	60.63	30.00%	18.19	
11	Project Understanding/Approach and Management Plan	61.75	20.00%	12.35	
12	Firm's Experience on Similar Projects	55.00	15.00%	8.25	
13	Availability	66.20	5.00%	3.31	
14	Price	100.00	30.00%	30.00	
15	<b>Total</b>		100.00%	72.10	<b>2</b>

### C. Cost/Price Analysis

The recommended price has been determined to be fair and reasonable based upon adequate price competition, Management Audit Services (MAS) audit findings, an independent cost estimate, cost analysis, technical evaluation, fact finding, and negotiations.

	Proposer Name	Proposal Amount	Metro ICE*	Negotiated or NTE amount
1.	ZEBGO Partners, JV	\$7,690,905	<b>\$6,505,706</b>	<b>\$7,139,376</b>
2.	Ramboll US Corporation	\$5,483,671	\$6,505,706	\$5,370,780

\*ICE includes costs for labor, travel and fee; excludes direct costs and general and administrative costs

### Best Value Analysis

Metro's PET determined that when considering price and non-price factors, ZEBGO's proposal provides the Best Value and is most advantageous to Metro. Price analysis shows that the negotiated amount for the recommended firm, ZEBGO, is \$633,670 above the ICE. ZEBGO's higher priced proposal, from a Best Value perspective, offers clear advantages in the areas of relevant Zero Emission vehicle and infrastructure experience and capability, project understanding/ approach and management plan, and past experience for similar projects evaluation categories.

ZEBGO's higher proposed price is offset by providing a team of subject matter experts that far exceeded the minimum staff qualifications and collectively, have multiple transit agency experience in operating, maintaining and procuring buses, both from the manufacturing and transit operations sides. The ZEBGO JV team demonstrated a wide array of global electric bus experience, including deployment of electric bus depot and in-route chargers and experience with projects with other United States transit agencies that are similar in scope and scale as the LA Metro program. This relevant experience and expertise in ZEB vehicle and infrastructure is critically important to the technology transition because of Metro's program timeline objectives and the rapid changes occurring in this developing field. ZEBGO will utilize three types of service-proven simulation and modeling tools to validate various bus electrification scenarios.

#### **D. Background on Recommended Contractor**

The recommended firm, ZEBGO Partners, Joint Venture, is a partnership formed between WSP USA Inc. (formerly WSP|Parsons Brinckerhoff) and STV Incorporated to provide technical consulting services for Metro's Zero Emission Bus (ZEB) Program Master Plan. Both of the partners in the JV have offices located in Los Angeles, California.

Under a similar joint venture partnership, WSP and STV were awarded contracts to develop the performance-based technical specifications and commercial requirements for procurement of heavy rail vehicles for Metro and Massachusetts Bay Transportation Authority (MBTA). As a joint venture, these firms have undertaken the following transportation projects for Los Angeles:

- Heavy Rail Vehicle Acquisition Consulting Services and Program Control Support Services (LACMTA)
- Los Angeles World Airport Landslide Access Modernization Program
- Connect LAX Airport Metro Connector

ZEBGO's team of subject matter experts has ZEB master planning experience with other large transit agencies that include Boston, Seattle, Indianapolis and Albuquerque in the U.S., and Halifax and Calgary in Canada.

## DEOD SUMMARY

**TECHNICAL CONSULTANT FOR ZERO EMISSION BUS MASTER PLAN /  
CONTRACT NUMBER PS51220**

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) established a 15% Disadvantaged Business Enterprise (DBE) goal for this solicitation. ZEBGO Partners, Joint Venture exceeded the goal by making a 17.26% DBE commitment.

<b>Small Business Goal</b>	<b>15% DBE</b>	<b>Small Business Commitment</b>	<b>17.26% DBE</b>
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	<b>DBE Partners</b>	<b>Ethnicity</b>	<b>% Committed</b>
1.	ADVANTEC Consulting Engineers, Inc.	Asian Pacific American	1.87%
2.	Capitol Government Contract Specialist	Hispanic American	10.08%
3.	3COTECH, Inc.	Caucasian Female	0.36%
4.	Virginkar & Associates, Inc.	Subcontinent Asian American	4.95%
	<b>Total Commitment</b>		<b>17.26%</b>

**B. Living Wage and Service Contract Worker Retention Policy Applicability**

The Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) 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.





## Metro

## Board Report

File #:2017-0524, File Type:Motion / Motion  
Response

Agenda Number:50

**REVISED  
REGULAR BOARD MEETING  
JULY 27, 2017**

**Motion by:**

**DIRECTORS BONIN, GARCETTI, NAJARIAN, HAHN and SOLIS  
AS AMENDED BY SOLIS, KUEHL and BARGER**

**FRIENDLY AMENDMENT BY FASANA**

July 27, 2017

**Strategic Plan for Metro's Transition to Zero Emission Buses**

LA Metro has developed a comprehensive plan to deliver a complete transition to zero emission electric buses by 2030. The transition plan is contingent on two primary factors: continuous advancements in electric bus technology (which must increase range, reduce bus weights, reduce charging times, extend battery life cycles), as well as a drop in prices as the technology develops.

As electric bus technology continues to advance, our electric grid is becoming cleaner by gradually eliminating coal from our energy portfolio and replacing it with renewable sources. A full transition to electric buses coupled with renewable energy sources promises mobility with significantly lower environmental impacts from this form of transportation.

In order to maintain our bus fleet in a state of good repair, Metro plans to continue replacing its aging bus fleet at approximately 200 buses per year. With firm local hiring requirements in Metro bus procurement, routine bus procurement presents a recurring opportunity that bolsters our local labor force in perpetuity.

In 2012, Metro's U.S. Employment Plan resulted in the award of an \$890 million contract to Kinkisharyo, a factory in Los Angeles County, and 404 quality railcar manufacturing jobs. Similarly, Metro can leverage recurring bus replacements to bolster labor throughout Los Angeles County

Metro plans to spend nearly one billion dollars on bus procurements in the next ten years. That level of investment, coupled with a transition to all electric buses, presents an opportunity for LA County to demonstrate leadership on combating climate change, and can make Los Angeles the central marketplace for new electric bus technology: a County rich with quality manufacturing jobs rooted in

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technologies that provide mobility, sustain a healthy environment and create career paths in clean energy technologies.

**SUBJECT: MOTION BY BONIN, GARCETTI, NAJARIAN, HAHN  
AND SOLIS AS AMENDED BY SOLIS, KUEHL AND  
BARGER**

**RECOMMENDATION**

WE THEREFORE MOVE that the Board:

- A. ENDORSE the Strategic Plan for Metro's Transition to Zero Emission Buses;
- B. DIRECT the CEO to create a zero emission bus infrastructure working group comprised of Metro staff, federal and state regulators and local utility companies to track market availability and to cultivate ongoing collaboration among stakeholders. The working group will monitor market rates for emerging zero emission bus technology to support Metro's 2030 transition plan:
  - 1. Working group to report to the Board annually with the latest technology innovations to support the cost/benefit analysis of fleet conversion
  - 2. MTA to host an industry forum to solicit innovative solutions to delivering the 2030 plan;
- C. AMEND the Metro federal legislative plan to advocate for local jobs as a critical factor in the evaluation criteria of MTA procurements; and
- D. DEVELOP an equity threshold consistent with Title VI regulations for priority deployment of electric buses in underserved communities.

FURTHER MOVE that the Board direct staff to:

- A. As part of establishing a working group:
  - 1. EXPAND the invitation to regional air quality regulators (e.g. South Coast Air Quality Management District), the American Public Transportation Association and California Transit;
  - 2. EXAMINE and TRACK vehicle technology and performance, energy production and pricing, infrastructure needs and life-cycle analysis and creative funding opportunities.
- B. COORDINATE with the County of Los Angeles to explore opportunities to develop a countywide incentive structure to promote and attract more companies to manufacture, assemble and produce zero-emission transit vehicles and related technologies and infrastructure in Los Angeles County;

- C. Widely PROMOTE and ENCOURAGE municipal transit agencies/operators to participate in the established process by which to co-procure ("piggyback procurement" provisions) zero-emission transit vehicles;
- D. ENSURE that MTA maintains the flexibility to explore the best available technologies that contributes to zero-emissions and/or net-negative emissions in the Los Angeles County public transit sector.

**FRIENDLY AMENDMENT BY FASANA** that staff report back to the board with a timeline and any commitments by parties before we undertake our next bus purchase and answers to the following questions:

- A. Will electric buses and their batteries deliver the guaranteed range and service?
- B. Can municipal and electric utilities timely invest in the grid in order to power electric buses?
- C. Which strategies will maximize Metro's ability to receive cap and trade credits?
- D. How and when can charging infrastructure be deployed at our bus divisions? More importantly, how will such infrastructure be paid for?
- E. Why is Metro's role critical for the adoption of low NOX engines in the trucking industry? What assurances do we have that this will take place when Metro has operated cleaner engines since the 1990s without adoption of these technologies by the trucking industry?
- F. What are the resiliency impacts to our service if electricity or natural gas service is disrupted? What is our back-up plan?
- G. Metro can intervene in regulatory proceedings at the California Public Utilities Commission for investor owned utilities regarding transportation electrification and equivalent natural gas proceedings as appropriate. Metro needs to assess the current regulatory schedule for such proceedings, develop advocacy position, and indicate that our adoption of electrification may be affected if electric transportation infrastructure is funded by shareholders, recovered through rates, and implemented on a timely basis.
- H. Conversely, how will Metro undertake the capital investments directly? Foothill Transit has intervened in the active proceeding. Antelope Valley and other providers are engaged. Metro needs to be more actively engaged and needs to report back to our Board on what is at stake. In SCE's service area, demand charges make the operating costs of electric buses more costly than natural gas vehicles. Are we working to influence changes to the rate schedules?
- I. Can RNG be adopted without direct Metro involvement by substituting RNG for natural gas purchased out of state? We should participate in any state framework that could create linkages between Metro's adoption of RNG and RNG implementation by the trucking industry.

**Board Report**

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**File #:** 2018-0069, **File Type:** Contract**Agenda Number:** 29.

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**OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE  
JULY 19, 2018****SUBJECT: METRO RED LINE UNINTERRUPTIBLE POWER  
SUPPLY (UPS)****ACTION: AWARD CONTRACT****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award a 60-month, indefinite delivery indefinite quantity Contract No. OP36847000 to Tristar Power Solutions LLC, the lowest responsive and responsible bidder for Metro Red Line (MRL) Uninterruptible Power Supplies for a total not to exceed amount of \$1,004,000 inclusive of sales tax and subject to resolution of protest(s), if any.

**ISSUE**

This procurement replaces old defective, unreliable Uninterruptible Power Supply (UPS) units on Metro Red Line (MRL) Segments 2 and 3 that have reached the end of their useful service life. The performance of these UPS's has become unreliable as these units are more than 18 years old. The Original Equipment Manufacturer has stopped providing spare parts to support maintenance of the obsolete units.

**DISCUSSION**

Three stations of MRL Segment 2 opened in 1996 and the other five stations were completed in 1999 while Segment 3 opened in 2000. In total, the Metro Red Line rail service has sixteen passenger stations and two (2) facilities underground. These two segments have twenty-five (25) Uninterruptible Power Supplies (UPS) in service requiring replacement. The operation of these UPS's is for critical Fire and Life Safety functions.

The UPS equipment must be available to provide Emergency Power for lighting and Communication Systems to support evacuation of patrons and employees when normal utility power to the underground passenger stations and facilities is lost. In addition, these UPS's provide back-up to Metro's underground fire alarm system.

The Diversity and Economic Opportunity Department (DEOD) did not recommend a Small Business Enterprise (SBE)/Disabled Veteran Business Enterprise (DVBE) goal for this solicitation. The prime would provide replacement of Uninterruptible Power Supply (UPS) parts, and ship to Metro. Metro

will be responsible for installation.

### **DETERMINATION OF SAFETY IMPACT**

The UPS is required for the proper functioning of critical emergency lighting for tunnels and passenger station evacuations. UPS's provide electrical power to operate Police and Metro radio and communication systems, Variable Message Signs and Supervisory Control and Data Acquisition systems (SCADA). UPS's are required for the control power to operate substation High Voltage Switchgears.

### **FINANCIAL IMPACT**

The total five year contract amount is \$1,004,000. FY18 funding of \$266,600 is included in cost center 3960, Traction Power under project 205106, MRL UPS/Battery Replacement. FY19 funding is \$833,000. The Life-of-Project Budget for CP 205106 is \$3,684,000 and inception-to-date there is \$13,019 in expenditures charged against this project.

Since this is a multi-year contract, the Senior Executive Officer, Maintenance and Engineering and cost center manager will ensure that the balance of funds are budgeted in future Fiscal Years.

#### **Impact to Budget**

The current source of funds for this procurement is Proposition C 40% Discretionary. This funding source maximizes the allowable fund use given approved funding provisions.

### **ALTERNATIVES CONSIDERED**

There are no suitable energy sources for the replacement of emergency UPS's to operate the critical emergency loads.

### **NEXT STEPS**

Upon Board approval, staff will execute Contract No. OP36847000 to Tristar Power Solutions LLC to provide Metro Red Line Uninterruptible Power Supplies, develop a schedule for the replacement of the UPS units at a rate of one unit every two (2) months, and select and form a construction crew dedicated to plan the replacement of the old defective unit with minimum or no disruption to critical system it supplies.

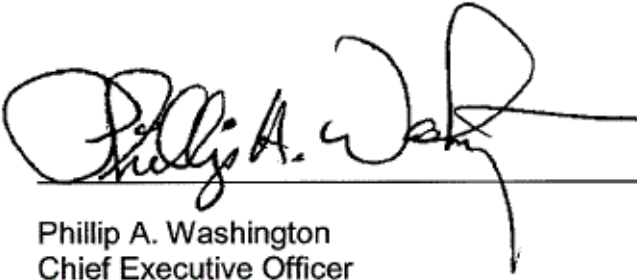
### **ATTACHMENTS**

Attachment A - Expenditure Plan  
Attachment B - Procurement Summary  
Attachment C - DEOD Summary

Prepared by: Winston Dixon, Manager, Wayside Systems (213) 272-8229  
Errol Taylor, Senior Executive Officer, Maintenance and Engineering, (213) 922-

3227

Reviewed by: James T. Gallagher, Chief Operations Officer, (213) 418-3108  
Debra Avila, Chief, Vendor/Contract Management Officer, (213) 418-3051



Phillip A. Washington  
Chief Executive Officer

Expenditure Plan  
 CP 205106- Replacement of Uninterruptible Power Supplies  
 and Batteries on Metro Red Line

CP 205106 Replacement of Uninterruptible Power Supplies and Batteries on Metro Red Line- LOP \$3,684,000	Past ITD	Current FY 2018	Future FY 2019	Future FY 2020	Future FY2021	Future FY2022	Total
<b>Non-Labor Items:</b>							
Materials & Supplies	\$ -	\$ 13,019.76	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 53,019.76
OP97901000-48045 Rigging Services	\$ -	\$ -	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00	\$ 152,000.00	\$ 542,000.00
OP36847000 Uninterruptible Power Supply	\$ -	\$ -	\$ 197,000.00	\$ 284,920.00	\$ 240,960.00	\$ 281,120.00	\$ 1,004,000.00
PS46172000 Project Control	\$ -	\$ -	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 24,000.00
Batteries	\$ -	\$ -	\$ 290,000.00	\$ 290,000.00	\$ 290,000.00	\$ 335,000.00	\$ 1,205,000.00
<b>Labor:</b>	\$ -	\$ 5,980.24	\$ 200,000.00	\$ 200,000.00	\$ 200,000.00	\$ 250,000.00	\$ 855,980.24
Yearly Cash Flow	\$ -	\$ 19,000.00	\$ 833,000.00	\$ 920,920.00	\$ 876,960.00	\$ 1,034,120.00	\$ 3,684,000.00

## PROCUREMENT SUMMARY

**METRO RED LINE UNINTERRUPTIBLE POWER SUPPLY (UPS)  
/ OP36847000**

1.	<b>Contract Number:</b> OP36847000	
2.	<b>Recommended Vendor:</b> Tristar Power Solutions LLC	
3.	<b>Type of Procurement (check one):</b> <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> 10/09/17	
	<b>B. Advertised/Publicized:</b> 10/08/17, 10/12/17	
	<b>C. Pre-Bid Conference:</b> N/A	
	<b>D. Bids Due:</b> 01/05/18	
	<b>E. Pre-Qualification Completed:</b> 2/27/18	
	<b>F. Conflict of Interest Form Submitted to Ethics:</b> 2/21/18	
	<b>G. Protest Period End Date:</b> 6/20/18	
5.	<b>Solicitations Picked up/Downloaded:</b> 39	<b>Bids Received:</b> 4
6.	<b>Contract Administrator:</b> Lorretta Norris	<b>Telephone Number:</b> (213) 922-2632
7.	<b>Project Manager:</b> Winston Dixon	<b>Telephone Number:</b> (213) 922-3323

**A. Procurement Background**

This Board Action is to approve Contract No. OP36847000 to provide Metro's Red Line stations with 25 uninterruptible power supply (UPS) units. Board approval of contract award is subject to resolution of any properly submitted protest(s).

Invitation for Bid (IFB) No. OP36847 was issued in accordance with Metro's Acquisition Policy and the contract is an indefinite delivery, indefinite quantity not-to-exceed.

Five amendments were issued during the solicitation phase of this IFB:

- Amendment No. 1 was issued on October 26, 2017, to insert the Metro Red Line route map.
- Amendment No. 2 was issued on November 14, 2017, to identify the contract type; to replace the Schedule of Quantities & Prices Form; to revise Q&A due date; and revise the bid due date.
- Amendment No. 3 was issued on November 20, 2017, to revise the technical spec.
- Amendment No. 4 was issued on December 1, 2017, to insert the Standard Operating Procedure (SOP) and identify SOW changes; revise the bid due date to January 5, 2018.
- Amendment No. 5 was issued on December 18, 2017, to revise Questions and Answers due date to December 22, 2017.



A total of four bids were received on January 5, 2018.

**B. Evaluation of Bids**

This procurement was conducted in accordance, and complies with Metro’s Acquisition Policy for a competitive sealed bid. The four bids received are listed below in alphabetical order:

1. Donovan Distributing
2. HSQ Technology
3. M.C. Dean, Inc.
4. Tristar Power Solutions, LLC

All bidders were determined to be fully responsive and responsible to the bid requirements.

The firm recommended for award, Tristar Power Solutions, was found to meet all technical requirements and is in full compliance with the IFB requirements.

**C. Price Analysis**

The recommended bid price from Tristar Power Solutions has been determined to be fair and reasonable based upon adequate price competition and selection of the lowest price responsive and responsible bidder.

<b>Bidder Name</b>	<b>Bid Amount</b>	<b>Metro ICE</b>
Tristar Power Solutions LLC	\$1,004,000	\$1,102,500
M.C. Dean, Inc.	\$1,143,445	
Donovan Distributing	\$2,621,273	
HSQ Technology	\$3,336,052	

\*Note: The total bid amounts reflect the additional .25% Los Angeles County sales tax not in effect at the time that bids were solicited.

**D. Background on Recommended Contractor**

The recommended firm, Tristar Power Solutions LLC, located in Edina, Minnesota has been in business for nine years providing and servicing UPS systems nationwide. The firm has conducted business with AT&T Telecommunication Company, Sprint Corporation, Eaton Corporation, Arris Group Inc., and Alliant Energy. Metro has not conducted business with Tristar Power Solutions in the past; however, based on Metro’s staff reference checks and interviews of both private and public business entities with contracts with Tristar Power Solutions, these entities reported that the recommended awardee was reputable and that its performance and delivery, of similar products and services that Metro requires, were satisfactory.

## DEOD SUMMARY

## METRO RED LINE UNINTERRUPTIBLE POWER SUPPLY (UPS)/OP36847000

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) did not recommend a Small Business Enterprise (SBE)/Disabled Veteran Business Enterprise (DVBE) goal for this solicitation. According to Metro's Project Manager, the prime would provide replacement of Uninterruptible Power Supply (UPS) parts, and ship to Metro. Metro staff will be responsible for installation. As such, there are no apparent subcontracting opportunities.

**B. Living/Prevailing Wage and Service Contract Worker Retention Policy Applicability**

The Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) is not applicable to this contract.

**C. Prevailing Wage Applicability**

Prevailing wages are 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 \$2.5million.



## Board Report

File #: 2018-0289, File Type: Contract

Agenda Number: 30.

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### OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE JULY 19, 2018

**SUBJECT: SYNTHETIC TRANSMISSION OIL**

**ACTION: AWARD CONTRACT**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award a two-year, firm fixed unit rate Contract No. MA51203000 to Jamison Professional Services, the lowest responsive and responsible bidder for Synthetic Transmission Oil. The Contract first year base amount is \$748,348, inclusive of sales tax, and the second year contract amount is \$748,349, inclusive of sales tax, for a total contract value of \$1,496,697, subject to resolution of protest(s), if any.

#### **ISSUE**

This procurement is for the acquisition of synthetic transmission oil which is required for maintaining the safe and reliable operation of the bus fleet. Award of contract will ensure that operating divisions and Central Maintenance Shops have adequate inventory to maintain the buses according to Metro maintenance standards.

#### **DISCUSSION**

The transmission oil is needed to lubricate internal components for the bus transmissions and serve as a coolant for better resistance to thermal breakdown. Synthetic fluids optimize transmission performance and provide resistance to heat, cold, oxidation and friction. Scheduled replacement of the transmission oil is in accordance with the manufacturer's recommended intervals and is part of Metro's preventative maintenance program to ensure the performance and longevity of the bus fleet.

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, but there is no obligation or commitment for us to order any or all of the synthetic transmission oil that may be anticipated. The bid quantities are estimates only, with deliveries to be ordered and released as required. The second year of the Contract is defined as an Option that allows Metro to assess oil commodity market prices before making a commitment to the second year of transmission oil delivery services.

Synthetic oil will be purchased, maintained in inventory and managed by Material Management. As the synthetic oil is issued, the appropriate budget project numbers and accounts will be charged.

#### **DETERMINATION OF SAFETY IMPACT**

Award of the Contract will ensure that all operating divisions and Central Maintenance have adequate inventory to repair and maintain the buses according to Metro Maintenance standards.

### **FINANCIAL IMPACT**

Funding of \$748,348 is included in the FY19 budget under project 306002 Operations Maintenance under line 50406, Lubricant-Revenue Equipment in multiple Cost Centers.

Since this is a multi-year contract, the cost center manager and Chief Operations Officer will be accountable for budgeting the cost in future fiscal years.

#### **Impact to Budget**

Funding for this Contract will come from Federal, State and local sources including sales tax and fares that are eligible for Bus and Rail Operating Projects. These funding sources maximize allowable fund use given approved provisions and guidelines.

### **ALTERNATIVES CONSIDERED**

The alternative is to not award the contract and continue to procure synthetic oils on an as-needed basis at a higher cost. This approach is not recommended since it does not provide a commitment from the supplier to ensure availability and price stability.

### **NEXT STEPS**

Upon Board approval, staff will execute Contract No. MA51203000 to Jamison Professional Services for Synthetic Transmission Oil. Metro's requirements for synthetic transmission oil will be fulfilled under the provisions of the Contract.

### **ATTACHMENTS**

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared By: Amy Romero, Sr. Director of Central Maintenance, (213) 922-5709

Reviewed by: Debra Avila, Chief Vendor/Contract Management Officer (213) 922-6383  
James T. Gallagher, Chief Operations Officer (213) 418-3108



Phillip A. Washington  
Chief Executive Officer

## PROCUREMENT SUMMARY

## SYNTHETIC TRANSMISSION OIL / MA51203000

1.	<b>Contract Number:</b> MA51203000	
2.	<b>Recommended Vendor:</b> Jamison Professional Service	
3.	<b>Type of Procurement (check one):</b> <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	A. <b>Issued:</b> 2/13/18	
	B. <b>Advertised/Publicized:</b> 2/13/18	
	C. <b>Pre-proposal/Pre-Bid Conference:</b> N/A	
	D. <b>Proposals/Bids Due:</b> 3/22/18	
	E. <b>Pre-Qualification Completed:</b> 5/2/18	
	F. <b>Conflict of Interest Form Submitted to Ethics:</b> 5/2/18	
	G. <b>Protest Period End Date:</b> 5/22/18	
5.	<b>Solicitations Picked up/Downloaded:</b> 6	<b>Bids/Proposals Received:</b> 4
6.	<b>Contract Administrator:</b> Tanya Allen	<b>Telephone Number:</b> 213/922-1018
7.	<b>Project Manager:</b> Alex DiNuzzo	<b>Telephone Number:</b> 213/922-5860

**A. Procurement Background**

This Board Action is to approve Contract No. MA51203000 for transmission synthetic oil. Board approval of contract awards are subject to resolution of any properly submitted protest.

IFB No. MA51203 was issued in accordance with Metro's Acquisition Policy and the contract type is Indefinite Delivery, Indefinite Quantity (IDIQ).

No amendment was issued during the solicitation phase of this IFB

IFB No. MA51203 was released on February 13, 2018, as a competitive procurement open only to Metro certified small businesses. To participate in this IFB, bidders must be a Metro Small Business Enterprise (SBE) certified with Metro prior to the bid due date.

A total of four bids were received on March 22, 2018. Of the four bids received, three of the bids were from Metro certified SBEs. Patten Energy, Inc is not a certified SBE; hence, its bid was deemed non-responsive and could not be considered for award.

## **B. Evaluation of Bids**

This procurement was conducted in accordance, and complies with LACMTA's Acquisition Policy for a competitive sealed bid. There were three bids that were determined to have met the SBE requirements for solicitation participation. However, Goldman and Associates did not provide a bid for the second year of the statement of work requirements and was also deemed non-responsive. The bids from Jamison Professional Services and Rely Supply LLC were deemed fully responsive and responsible to all of the IFB requirements. All firms that submitted a bid are listed in alphabetical order:

1. Goldman and Associates
2. Jamison Professional Services
3. Patten Energy Inc.
4. Rely Supply LLC

## **C. Price Analysis**

The recommended bid price from Jamison Professional Services has been determined to be fair and reasonable based upon adequate price competition and current market value of the oil commodity industry. The table below reflects the pricing for the two bidders that were determined to be fully responsive and responsible to the IFB.

Line Item No.	Low Bidder Name	Bid Amount	Metro ICE
1.	Jamison Professional Svc.	\$1,496,697	\$966,109.00
2.	Rely Supply, LLC	\$1,751,369	

## **D. Background on Recommended Contractor**

The recommended firm, Jamison Professional Services has been in business for four years, and is a leader in oil, bus component parts and other related parts. Jamison Professional Services has provided synthetic transmission oil to MV Transpiration Inc, Denver RTD, First Transit, Inc. and Transdev Transit, Inc. Denver CO. In the past, Jamison Professional Services has provided satisfactory products and services to Metro.

## DEOD SUMMARY

## SYNTHETIC TRANSMISSION OIL / MA51203000

**A. Small Business Participation**

Pursuant to 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 a 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**.

Jamison Professional Services, an SBE Prime, is performing 40% of the work with its own workforce and made a total SBE commitment of 40%. The prime also listed one (1) non-SBE firm, SC Fuels as a subcontractor on this project.

**SMALL BUSINESS PRIME (SET-ASIDE)**

	<b>SBE Contractors</b>	<b>SBE % Committed</b>
	Jamison Professional Services (Prime)	40%
	<b>Total Commitment</b>	<b>40%</b>

**B. Living/Prevailing Wage and Service Contract Worker Retention Policy Applicability**

The Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) 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.



**Board Report**

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**File #:** 2018-0342, **File Type:** Contract**Agenda Number:** 31.

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**OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE  
JULY 19, 2018****SUBJECT: TURBOCHARGERS****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award a two year, indefinite delivery/indefinite quantity Contract No. MA4913000 to Diesel Exhaust & Emissions LLC, the lowest responsive and responsible bidder for bus turbocharger assemblies. The award is for a base year not-to-exceed amount of \$780,918, inclusive of sales tax, and a one year Option for a not-to-exceed amount of \$796,160, inclusive of sales tax, for a total not-to-exceed contract value of \$1,577,078, subject to resolution of protest(s), if any.

**ISSUE**

This procurement is for the acquisition of bus turbochargers which are required for maintaining the safe and reliable operation of the bus fleet. Award of this contract will ensure that Bus Maintenance has adequate inventory to repair and maintain buses according to Metro maintenance standards.

**DISCUSSION**

The turbocharger is a component that compresses air going into the engine to provide extra power and burn a mixture of fuel in the engine cylinders more efficiently. The turbochargers specified under this procurement are either Original Equipment Manufacturer (OEM) approved or have been tested and qualified by Metro to ensure satisfactory performance for all buses operating in transit service.

The contract to be awarded is a "requirements type" agreement in which Metro commits to order from the awardee, an indefinite quantity for a specific duration of time, without obligation or commitment for Metro to order any or all of the turbochargers that may be anticipated. The bid quantities are estimates only with deliveries to be ordered and released as required. The Diversity and Economic Opportunity Department (DEOD) did not establish a Small Business Enterprise (SBE) goal for this solicitation due to the lack of subcontracting opportunities. The purchased turbochargers are installed by Metro Mechanics.

Turbochargers will be purchased and maintained in inventory and managed by Material Management. As turbochargers are issued, the appropriate budget project numbers and accounts

will be charged.

### **DETERMINATION OF SAFETY IMPACT**

Award of contract will ensure that all operating divisions have an adequate inventory to maintain the equipment according to Metro Maintenance standards.

### **FINANCIAL IMPACT**

The funding of \$650,765 for these products is included in the FY19 budget under multiple bus operating cost centers in project 306002 Operations Maintenance under Line 50441, Parts - Revenue Vehicle.

Since this is a multi-year contract, the cost center managers and Chief Operations Officer will be accountable for budgeting the cost in future fiscal years.

#### **Impact to Budget**

The current source of funds for this action are Federal, State, and Local funds including sales tax and fares. These funding sources maximize allowable fund use given approved funding provisions and guidelines.

### **ALTERNATIVES CONSIDERED**

The alternative is to not award the contract and procure turbochargers on the open market on an as-needed basis. This approach is not recommended since it does not provide a commitment from the supplier to ensure availability and price stability.

### **NEXT STEPS**

Upon Board approval, staff will execute Contract No. MA4913000 to Diesel Exhaust & Emissions for Turbocharger Assemblies. Metro's requirements for turbochargers will be fulfilled under the provisions of the contract.

### **ATTACHMENTS**

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared By: James D. Pachan, Superintendent of Maintenance, (213) 922-5804

Reviewed by: Debra Avila, Chief, Vendor/Contract Management (213) 922-6383  
James T. Gallagher, Chief Operations Officer (213) 418-3108



Phillip A. Washington  
Chief Executive Officer

**PROCUREMENT SUMMARY**

**TURBOCHARGER ASSEMBLIES / MA4913000**

1.	<b>Contract Number:</b> MA4913000	
2.	<b>Recommended Vendor:</b> Diesel Exhaust & Emissions	
3.	<b>Type of Procurement (check one):</b> <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	A. <b>Issued:</b> 4/10/18	
	B. <b>Advertised/Publicized:</b> 4/10/18	
	C. <b>Pre-proposal/Pre-Bid Conference:</b> N/A	
	D. <b>Proposals/Bids Due:</b> 5/17/18	
	E. <b>Pre-Qualification Completed:</b> 5/22/18	
	F. <b>Conflict of Interest Form Submitted to Ethics:</b> 5/22/18	
	G. <b>Protest Period End Date:</b> 7/20/18	
5.	<b>Solicitations Picked up/Downloaded:</b> 9	<b>Bids/Proposals Received:</b> 4
6.	<b>Contract Administrator:</b> Tanya Allen	<b>Telephone Number:</b> 213/922-1018
7.	<b>Project Manager:</b> Alex DiNuzzo	<b>Telephone Number:</b> 213/922-5860

**A. Procurement Background**

This Board Action is to approve Contract No. MA4913000 issued in support of the procurement of Bus Turbocharger Assemblies. Board approval of contract award is subject to resolution of any properly submitted protest.

IFB No. MA49130 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 four bids were received on May 17, 2018.

**B. Evaluation of Bids**

This procurement was conducted in accordance with and complies with LACMTA’s Acquisition Policy for a competitive sealed bid. The four bids are listed below in alphabetical order:

1. Cummins Inc.
2. Diesel Exhaust & Emissions, LLC
3. Performance Turbochargers, LLC
4. The Aftermarket Parts Company, LLC (New Flyer)

All firms were determined to be in full compliance with the bid and technical requirements. Each bidder was deemed responsive and responsible to the IFB requirements.

**C. Price Analysis**

The recommended bid price from Diesel Exhaust & Emissions has been determined to be fair and reasonable based upon adequate price competition and the selection of the lowest responsive and responsible bidder.

Bidder Name	Bid Amount	Metro ICE
Diesel Exhaust & Emissions	\$1,577,077.78	\$1,498,960.00
Performance Turbochargers, LLC	\$1,615,782.04	
Cummins Inc.	\$1,888,148.49	
The Aftermarket parts Company, LLC (New Flyer)	\$2,253,745.07	

**D. Background on Recommended Contractor**

The recommended firm, Diesel Exhaust & Emissions, has been in business for 50 years, and is a leader in turbochargers, bus component parts and other related parts. Diesel Exhaust & Emissions has provided turbocharger assemblies for Orange County Transit Authority, Riverside Transit Authority and Foothill Transit. In the past, Diesel Exhaust & Emissions has provided satisfactory products and services to Metro.

## DEOD SUMMARY

## TURBOCHARGER ASSEMBLIES / MA4913000

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) did not establish a Disadvantaged Business Enterprise (DBE) goal for this solicitation due to the lack of subcontracting opportunities. Diesel Exhaust and Emissions is a Cummins authorized reseller of the turbocharger assemblies and are Original Equipment Manufacturer (OEM) parts shipped directly to Metro. The Metro project manager confirmed that the installation will be performed by Metro.

**B. Living/Prevailing Wage and Service Contract Worker Retention Policy Applicability**

The Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) is not applicable to this Contract.

**C. Prevailing Wage Applicability**

Prevailing wages are not applicable to this Contract.

**D. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract.



Board Report

File #: 2018-0366, File Type: Appointment

Agenda Number: 32.

**OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE  
JULY 19, 2018**

**SUBJECT: MEMBERSHIP ON METRO SERVICE COUNCILS**

**ACTION: APPROVE NOMINEES FOR APPOINTMENT TO METRO SERVICE COUNCILS**

**RECOMMENDATION**

APPROVE nominees for membership on Metro’s Service Councils.

**ISSUE**

Each Metro Service Council is comprised of nine Representatives that serve a term 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.

**DISCUSSION**

Metro seeks to appoint Service Council members reflective of the demographics of each respective region. The 2010 Census demographics of each of the Service Council regions are as follows:

% Sector Total	Hispanic	White	Asian	Black	Other	Total Pop
San Gabriel Valley	50.0%	19.9%	24.9%	3.3%	2.0%	100.0%
San Fernando Valley	41.0%	42.0%	10.7%	3.4%	2.9%	100.0%
South Bay	42.5%	23.8%	12.0%	18.3%	3.4%	100.0%
Westside/Central	43.5%	30.7%	13.0%	10.0%	2.8%	100.0%
Gateway Cities	63.9%	16.7%	8.5%	8.6%	2.3%	100.0%
Service Area Total	48.5%	26.8%	14.0%	8.2%	2.6%	100.0%

The individuals listed below have been nominated to serve by the Councils’ appointing authorities. If approved by the Board, these appointments will serve a three-year term or the remainder of the seat’s three-year term as indicated. A brief listing of qualifications for the new nominees is provided along with the nomination letters from the nominating authorities:

Gateway Cities

The demographic makeup of the Gateway Cities Service Council with the appointment of these nominees will consist of four (4) White members and five (5) Hispanic members as self-identified by the members in terms of racial/ethnic identity. The gender breakdown of the Council will be six (6) men and three (3) women.

- A. Al Rios, Gateway Cities Service Council, New Appointment  
Nominated by: Gateway Cities Council of Governments  
Term Ending: June 30, 2019

#### San Gabriel Valley

The demographic makeup of the San Gabriel Valley Service Council with the appointment of these nominees will consist of four (4) White members, three (3) Hispanic members, one (1) Native American member, and one (1) Asian member as self-identified by the members in terms of racial/ethnic identity. The gender breakdown of the Council will be eight (8) men and one (8) woman.

- B. David Diaz, San Gabriel Valley Service Council, New Appointment  
Nominated by: First District Supervisor Hilda L. Solis  
Term Ending: June 30, 2021

#### **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 safe operation of transit service and safe location of bus stops.

#### **ALTERNATIVES CONSIDERED**

The alternative to approving this appointment would be for these nominees to not be approved for 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 Councils to formulate and submit their recommendations to the Board. It would also result in the Service Councils having less diverse representation of their respective service area.

#### **NEXT STEPS**

Staff will continue to monitor the major contributors to 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 to implement and improve bus service in their areas and the customer experience using our bus service.

#### **ATTACHMENTS**

- Attachment A - New Nominees' Listing of Qualifications  
Attachment B - Nomination Letters

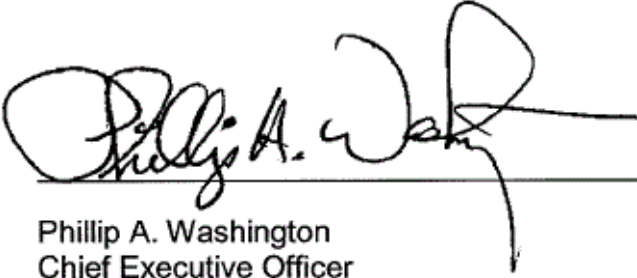
Prepared by: Conan Cheung, Sr, EO Service Development, Scheduling and Analysis, (213)



418-3034

Gary Spivack, DEO, Operations, (213) 418-3234

Reviewed by: James T. Gallagher, Chief Operations Officer, (213) 418-3108



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Phillip A. Washington  
Chief Executive Officer

**NEW APPOINTEES BIOGRAPHIES AND QUALIFICATIONS**

**Al Rios, Nominee for Gateway Cities Service Council**



A 20 year resident of South Gate and the surrounding communities, Al Rios was sworn in to a four-year terms as a South Gate City Council Member on April 11, 2017. Council Member Rios has been an educational leader who has promoted higher education in South Gate and surrounding communities in his role as Dean of Academic Affairs and Professor of Political Science at East Los Angeles College's South Gate Educational Center. Prior to his career at the local community college, Council Member Rios has worked with several non-profit organizations in various leadership capacities.

Councilmember Rios holds a Bachelor degree from the University of Southern California and a Master of Public Administration from City University of New York, Baruch College.

**David Diaz, Nominee for San Gabriel Valley Service Council**



David Diaz is a Program Director for Bike San Gabriel Valley, a local nonprofit organization, focusing on youth development, active transportation, renewable energy, urban greening and creating change in underrepresented communities. Over the last few years, he has worked on the development of the San Gabriel Valley Regional Bicycle Master Plan, the Puente Hills Landfill Park Master Plan, an Urban Greening Toolkit and multiple healthy community related policies/initiative aimed at creating healthier environments in the San Gabriel Valley. Mr. Diaz is also a Community Building Consultant, Investing in Place Board Member, South El Monte Planning

Commissioner, El Monte Coalition of Latino Professionals Member, and an el Monte Union High School District Trustee. Mr. Diaz obtained a Bachelor of Arts in Psychology and Social Behavior from Arizona State University, and holds a Masters of Public Health degree from Claremont Graduate University. Mr. Diaz resides in South El Monte with his wife Anais Medina.

APPOINTING AUTHORITY NOMINATION LETTERS

SOUTHEAST LOS ANGELES COUNTY



GATEWAY CITIES  
COUNCIL OF GOVERNMENTS

- Artesia
- Avalon
- Bell
- Bellflower
- Bell Gardens
- Cerritos
- Commerce
- Compton
- Cudahy
- Downey
- Hawaiian Gardens
- Huntington Park
- Industry
- La Mirada
- Lakewood
- Long Beach
- Lynwood
- Maywood
- Montebello
- Norwalk
- Paramount
- Pico Rivera
- Santa Fe Springs
- Signal Hill
- South Gate
- Vernon
- Whittier
- County of Los Angeles
- Port of Long Beach

June 14, 2018

Mr. Phillip A. Washington, CEO  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012

Dear Mr. Washington:

**Nominees for the Metro Gateway Cities Service Council**

Acting in its capacity as the convening coalition of the Metro Gateway Cities Service Council, the Board of Directors of the Gateway Cities Council of Governments has nominated one Service Council member to fill a seat expiring on June 30, 2019.

At its regularly scheduled meeting of June 6, 2018, the Gateway Cities Council of Governments Board of Directors nominated Council Member Al Rios, to fill the seats expiring June 30, 2019. A copy of the nominee's application is enclosed.

We would appreciate your assistance in agendizing the nomination for confirmation by the MTA Board of Directors at the next regularly scheduled meeting.

Sincerely,

Nancy Pfeffer  
Executive Director

Enclosure

Cc: Ms. Dolores Ramos, Sr. Administrative Analyst, Regional Service Councils



## BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

856 KENNETH HAHN HALL OF ADMINISTRATION / LOS ANGELES, CALIFORNIA 90012  
Telephone (213) 974-4111 / FAX (213) 613-1739

**HILDA L. SOLIS**  
SUPERVISOR, FIRST DISTRICT

June 22, 2018

Gary Spivack  
Deputy Executive Officer, Metro Service Councils  
1 Gateway Plaza, MS 99-7-2  
Los Angeles, CA 90012

**RE: San Gabriel Valley Service Council Appointment**

Dear Mr. Spivack,

As the Supervisor for the First District of Los Angeles County, I would like to appoint David Diaz to the San Gabriel Valley Service Council. You may contact him directly to request all necessary documentation.

David Diaz  
ddiazave7@gmail.com  
(626) 602-5064

Given his experience in the San Gabriel Valley, Mr. Diaz offers a balanced approach to achieve regional transportation goals. I have full confidence in his ability to represent the First District of Los Angeles County. Thank you in advance.

Yours Sincerely,

A handwritten signature in blue ink that reads "Hilda L. Solis".

**HILDA L. SOLIS**  
Supervisor, First District

**Board Report**

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**File #:** 2018-0368, **File Type:** Contract**Agenda Number:** 37.

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**OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE  
JULY 19, 2018****SUBJECT: BIOMETHANE/RENEWABLE NATURAL GAS****ACTION: APPROVE RECOMMENDATIONS****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. RECEIVE AND FILE the results of the one year pilot for the use of biomethane fuel at Bus Division 5;
- B. EXPAND the use of biomethane fuel from Division 5 to all Metro Bus Divisions;
- C. EXERCISE Contract Modification No. 3 to Indefinite Delivery/Indefinite Quantity Contract No. OP7396000 with Clean Energy Renewables to exercise a single four- year Option in the amount of \$54,808,110 to provide Biomethane Gas for all Metro Bus Divisions, increasing the total contract value from \$1,240,520 to \$56,048,630, and extending the term of the contract from August 1, 2018 to July 31, 2022; and
- D. EXECUTE individual Task Orders (Transaction Confirmations) and changes within the Board approved contract amount.

**ISSUE**

In July 2017, the Board approved award of Indefinite Delivery/Indefinite Quantity Contract No. OP7396000 with Clean Energy Renewables for a period of five (5) years, inclusive of one four-year Option starting August 1, 2018. The one-year base period allowed for a pilot at Division 5 located at 5425 S Van Ness Avenue in Los Angeles. Compared to fossil natural gas, the contracted biomethane (or renewable natural gas (RNG)) delivered during the pilot period has 43% fewer lifecycle greenhouse gas emissions. Information on the biomethane pilot has been previously presented to the Metro Sustainability Council.

Given the success of the pilot, expansion of the use of biomethane to all of Metro's Bus Divisions requires a contract modification to exercise the four-year option extending the term of the contract through July 31, 2022. Board approval will allow Metro to foster healthier communities through the utilization of the lowest-carbon fuel commercially available for Metro's existing bus fleet while

simultaneously planning for the transition to zero emission busses.

## **BACKGROUND**

In June 2014, the Board approved the *Biomethane Implementation Plan* to procure for biomethane as a cost-effective strategy to reduce the carbon footprint of Metro's bus operations. Biomethane is derived from landfills, dairies, and wastewater treatment plants rather than being extracted or mined from the ground. The process to capture and use methane (an extremely potent greenhouse gas) that would otherwise be released into the environment as biomethane provides a low carbon alternative to traditional "fossil natural gas" as a transportation fuel. In 2017, biomethane comprised of over 65% of the natural gas consumed in California as a transportation fuel. Many transit agencies have transitioned to biomethane including Santa Monica's Big Blue Bus (BBB), Orange County Transportation Authority (OCTA), San Diego Metropolitan Transportation System (MTS), and Torrance Transit.

In April 2017, Metro awarded an Indefinite Delivery/Indefinite Quantity Contract No. OP7396000 with Clean Energy Renewables for a not-to exceed amount of \$1,240,520 for a base year (for one bus division as a pilot) and a not-to-exceed amount of \$54,808,110 for a single four-year Option, for a total contract amount of \$56,048,630 (for all bus divisions if the pilot is successful). Compared to fossil natural gas, the contracted biomethane delivered to Metro has 43% fewer lifecycle greenhouse gas emissions.

As indicated in the initial staff report in April 2017, the use of biomethane does not involve any changes or upgrades to Metro's bus fleet or fueling infrastructure. The Southern California Gas Company (SoCal Gas), which provides natural gas distribution to all of Metro facilities, allows for delivery of biomethane through its Core Aggregation Transportation (CAT) services whereby Core Transport Agents (CTAs) provide procurement services to SoCal Gas customers such as Metro. Under this arrangement, CTAs are required to coordinate with SoCal Gas to meet natural gas delivery requirements, including meeting strict quantity and quality natural gas standards. The initial year of this Contract was designed to monitor logistic and administrative aspects of purchasing biomethane under CAT services.

## **DISCUSSION**

Metro began using biomethane in August 2017 under the current Contract with Clean Energy Renewables. Through April 2018, Clean Energy Renewables delivered nearly 3 million Therms of biomethane to Division 5, or about 9% of Metro's total natural gas use during that time. Metro's Operations Department reports that their experience with Clean Energy Renewables has been positive and the transition to biomethane has been seamless.

Staff now recommends exercising the Contract Option to expand the use of biomethane for four more years. In doing so, Metro will have the opportunity to immediately expand biomethane delivery to all bus divisions. This is a clean air and greenhouse gas emissions reducing strategy that allows Metro to foster healthier communities through the utilization of the lowest-carbon fuel commercially available for the existing bus fleet while simultaneously planning for our transition to zero emissions bus technology.

The carbon credits generated from an expanded use of biomethane also enhances the revenue generation potential associated with environmental commodities sales. Metro has realized two distinct financial benefits with biomethane use as summarized in the table below. By procuring for biomethane, during the pilot period on an index, Metro saved \$143,487 -- a 14% reduction from the cost of fossil natural gas procured from SoCal Gas. By utilizing biomethane, Metro has generated additional environmental commodities in the form of Low Carbon Fuel Standard (LCFS) Credits and Renewable Identification Numbers (RINs) which can in turn be monetized in carbon credit markets. These carbon credits are more than what Metro would have generated if there was no shift to biomethane use at Division 5.

<b>Pilot Period Results</b>	<b>Realized</b>	<b>% Savings from Fossil CNG</b>	<b>Added Value</b>
<b>Financial Benefit of Biomethane</b> (Aug 17 thru Apr 18)			
Fuel Cost Savings		14%	\$143,487
Environmental Commodities		N/A	\$185,153
		Total	\$328,640

If the Contract Option is exercised, the expanded use of biomethane will further reduce fuel cost savings and accrue a much greater number of environmental commodities compared to current use of fossil natural gas. Based on natural gas index projections, the natural gas cost savings are anticipated to total over \$8M over the term of the Contract Option, substantially lowering our natural gas costs as fleet fuel. The actual magnitude of these financial benefits depends on several factors including volumes of biomethane delivered under this Contract and market pricing for both natural gas and environmental commodities.

Newer sources of biomethane are continually developed to meet increasing demand for fuel and carbon in fuel regulatory mandates. However, commercialization of these newer sources takes time as well as the emergence of vendors who specialize in the distribution of such fuels. Therefore, staff is currently preparing to issue a new solicitation for release in the Fall of 2018 with possible indefinite delivery/indefinite quantity contract award in the Spring of 2019. This new procurement will allow Metro to access the lower carbon intense biomethane once commercially available, and as a complement to the biomethane that is going to be supplied to us upon the exercise of this Option.

The recommended Contract Option provides Metro with the ability to increase or decrease biomethane volumes to complement any new lower carbon intense biomethane sources that may become available under potential new contracts. This added flexibility to receive lower-carbon sources of biomethane will further generate low fuel carbon credits and incrementally decrease our carbon footprint leading up to the 2030 target year for a zero emissions fleet.

### **DETERMINATION OF SAFETY IMPACT**

This Board action will not have an adverse impact on safety standards for Metro.

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## **FINANCIAL IMPACT**

The total contract value of this action is \$56,048,630. The FY19 adopted budget includes \$20,831,648 for the purchase of compressed natural gas under Project 306002 Bus Operations Maintenance, Department 3365, and Account 50402 Fuel CNG - Revenue Equipment. Since this is a multi-year contract, the Project Manager and Cost Center Manager will be responsible for budgeting in future fiscal years. Upon approval of Recommendation A, future gas costs will be budgeted against this project.

### **Impact to Budget**

Current funding includes TDA 4, STA, and Local funding such as fares, Prop C40%, and Measure R20%. These funding sources maximize allowable fund use given approved funding provisions and guidelines. Metro has realized a 14% reduction in costs for natural gas delivered to Division 5 under this pilot project. Our agency has also generated almost \$200,000 (in July 2018 \$ per carbon credit price) of additional environmental commodities in the form of LCFS credits. These LCFS credits are sold in carbon credit markets in accordance with the Board approved *LCFS Market Analysis and Optimization Plan (May 2014)*. Per the Board action in May 2014, LCFS credit sale revenues are reinvested in Metro's green infrastructure initiatives and projects.

By continuing and expanding biomethane delivery to the rest of the bus divisions, Metro has an opportunity to optimize these cost savings and LCFS carbon credit generation. The use of biomethane will continually add on to the number of environmental commodities that can be sold in carbon credit markets.

## **ALTERNATIVES CONSIDERED**

If the Contract Option is not exercised, Contract No. OP7396000 will expire on July 31, 2018 and Metro will no longer receive biomethane. *There will be no disruption in transit service as Metro will continue to receive fossil natural gas as fleet fuel from SoCal Gas but at a higher fossil natural gas cost.* In this scenario, returning to the use of fossil natural gas will also result in additional greenhouse gas emissions equivalent to what was reduced from the use of biomethane at Division 5 during the pilot. If the Contract Option is not exercised, Metro will also forfeit potential revenue from the generation of additional environmental commodities from biomethane use. Overall, Metro will miss an opportunity to utilize the lowest-carbon fuel commercially available for Metro's existing revenue fleet and thus the ability to a maximum potential greenhouse gas emissions fleet reduction during this transition period to a fully zero emissions bus fleet by 2030.

## **NEXT STEPS**

Upon Board approval, staff will execute a Contract Modification with Clean Energy Renewables, exercising the single four-year Option, effective August 1, 2018.

Staff will complete the complementary biomethane procurement in Spring of 2019 to access newer lower carbon biomethane once these are commercially available and will return to the Board at that



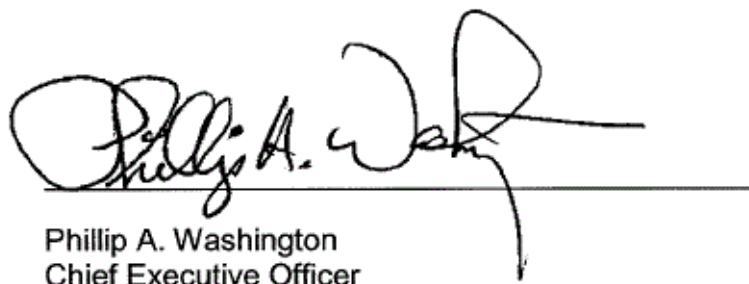
time to present any new contract award recommendations. The future contract is intended to be indefinite delivery/indefinite quantity. No biomethane fuel cost will be incurred until lower carbon intense biomethane is delivered to Metro to replace that is currently supplied at that time.

### **ATTACHMENTS**

Attachment A - Procurement Summary  
Attachment B - Contract Modification/Change Order Log  
Attachment C - DEOD Log

Prepared by:  
Cris B. Liban, Executive Officer, Environmental Compliance and Sustainability,  
(213) 922-2471

Jim Gallagher, Chief Operations Officer (213) 418-3108  
Richard Clarke, Chief Program Management Officer (213) 922-7557  
Debra Avila, Chief Vendor/Contract Management Officer (213) 418-3051



Phillip A. Washington  
Chief Executive Officer

## PROCUREMENT SUMMARY

## METRO'S BIOMETHANE SUPPLIER/OP7396000

1.	<b>Contract Number:</b> OP7396000			
2.	<b>Contractor:</b> Clean Energy Renewables			
3.	<b>Mod. Work Description:</b> To continue supplying Renewable Natural Gas (RNG) to Metro's Bus Divisions			
4.	<b>Contract Work Description:</b> Biomethane Provider			
5.	<b>The following data is current as of:</b> June 6, 2018			
6.	<b>Contract Completion Status</b>		<b>Financial Status</b>	
	<b>Contract Awarded:</b>	August 1, 2017	<b>Contract Award Amount:</b>	\$1,240,520
	<b>Notice to Proceed (NTP):</b>	N/A	<b>Total of Modifications Approved: 2</b>	\$0
	<b>Original Complete Date:</b>	July 31, 2018	<b>Pending Modifications (including this action): 1</b>	\$54,808,110
	<b>Current Est. Complete Date: with an approved Option</b>	July 30, 2022	<b>Current Contract Value (with this action):</b>	\$56,048,630
7.	<b>Contract Administrator:</b> Nathan Jones		<b>Telephone Number:</b> (213) 922-6101	
8.	<b>Project Manager:</b> Evan Rosenberg		<b>Telephone Number:</b> (213) 418-3145	

**A. Procurement Background**

This Board Action is to approve Contract Modification No. 3 issued in support of the Metro's Biomethane Supplier Program.

This contract modification will be processed in accordance with Metro's Acquisition Policy and the contract type is an indefinite delivery, indefinite quantity.

On May 25, 2017, Metro's Board of Director approved a five year contract, inclusive of an one year base with an one four-year option to Clean Energy Renewables to provide Biomethane gas to Metro's bus divisions in the total amount of \$56,048,630.

(Refer to Attachment B – Contract Modification/Change Order Log)

**B. Price Analysis**

Contract No. OP7396000 award was a result of a competitive IFB. The contract award includes the option year pricing, which was determined to be fair and reasonable based on adequate competition.

Based on the market analysis performed by staff on the Option total price, Metro's purchase price for biomethane is tied to a natural gas index with a slight discount. This purchase price is consistent or slightly below that of comparable entities acquiring biomethane in large volumes including other transit agencies (i.e. OCTA and Riverside Transit Agency) operating in California, especially when factoring in the added value of environmental commodities generated under this contract. Therefore, the total Option price is still considered to be fair and reasonable and it will continue to provide Metro with a favorable source for biomethane.

<b>Bid Amount</b>	<b>Metro ICE</b>
\$56,048,630	\$57,008,630

**ATTACHMENT B**

**CONTRACT MODIFICATION/CHANGE ORDER LOG**

**LACMTA'S BIOMETHANE SUPPLIER/OP396000**

<b>Mod. no.</b>	<b>Description</b>	<b>Status (approved or pending)</b>	<b>Date</b>	<b>\$ Amount</b>
1	No Cost – Administrative Change	Approved	8/2/17	\$0
2	No Cost – Administrative Change	Approved	8/7/17	\$0
3	Exercise Option (From 7/31/18 to 7/30/22)	<b>Pending</b>	7/31/18	<b>\$54,808,110</b>
	<b>Original Contract:</b>			<b>\$1,240,520</b>
	<b>Total:</b>			<b>\$56,048,630</b>

DEOD SUMMARY

BIOMETHANE/RENEWABLE NATURAL GAS / OP7396000

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) did not recommend a Disadvantaged Business Enterprise (DBE) goal for this contract based on the lack of subcontracting opportunities. Prior to the original contract award, it was determined that Biomethane gas will be transported using Southern California Gas pipelines directly to Metro facilities. As such, it is expected that Clean Energy Renewables will perform its services using their own workforce.

**B. Living/Prevailing 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.



## Board Report

File #: 2018-0388, File Type: Contract

Agenda Number: 43.

### CONSTRUCTION COMMITTEE JULY 19, 2018

**SUBJECT: EXPOSITION METRO LINE CONSTRUCTION  
AUTHORITY CLOSEOUT AND DISSOLUTION**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATION**

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to execute the Memorandum of Understanding (MOU) between the Los Angeles County Metropolitan Transportation Authority (Metro) and the Exposition Metro Line Construction Authority (Authority) for closeout of the Expo Phases 1 and 2 Projects (Attachment A);
- B. AUTHORIZING distribution of the remaining balance of estimated unused project funds as of June 2018 in the amount of \$216,600,000 (\*), in accordance with the Funding Agreement (Attachment B) from Expo accounts to Metro accounts for allocation and use as follows:
  - 1. \$11,500,000 to be distributed for the Metro Blue Line Track & System Refurbishment Project (CP 205115);
  - 2. \$5,100,000 to be distributed for Expo project close-out items; and
  - 3. \$200,000,000 distributed to the Metro Westside Purple Line Project, Section 2; and
- C. ADOPTING Board Resolution to accept the Delegation of Plan Administration (Attachment C) of the Expo Construction Authority Public Agency Retirement System (PARS) retirement plan.

#### **ISSUE**

The Authority is an independent transportation agency created in 2003 by the California State Legislature, SB 504. The agency was created to design, contract, and construct the Los Angeles to Santa Monica Expo Line (Expo Phases 1 and 2). Upon completion of the project, SB 504 requires the Authority to be dissolved and Metro to assume responsibility for operating and maintaining the Line.

Given that the Expo Corridor projects have been turned over for operation by Metro, it is anticipated

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the Authority will dissolve by the end of calendar year 2018. Further, the distribution of funds needs to occur consistent with the June 2016 previous Board direction for the CEO to assume that all savings from the Expo Phase 2 project be redirected to the Westside Purple Line Section 2 project at such time as the Expo project is closed out and the necessary actions of the Metro Board can be secured to free up those funds

## **BACKGROUND**

Expo Phase 1: Metro and the Authority entered into a Memorandum of Understanding (MOU) in May 2006, which was revised in March 2011 (Attachment D Amended MOU) to design and construct Phase 1 of the Expo Light Rail Line. The MOU defined the conditions for the Authority to administer the Phase 1 Project and receive funding from Metro as the funding agency. The MOU also defined the conditions under which the Authority designed and constructed the project, completed all testing and start up activities and received California Public Utilities Commission certifications. Phase 1 of the project was turned back to Metro for revenue operations in 2012 and demonstration of system performance has been achieved.

Expo Phase 2: On January 28, 2014, a Master Cooperative Agreement (and the Funding Agreement) were executed between Metro and the Authority to define the administration and funding for the Expo Phase 2 Light Rail Project. These agreements defined the requirements for design, construction and turnback of the completed project from the Expo Construction Authority to Metro. The project was completed and turned back to Metro for Revenue Operations on May 20, 2016, on time and under budget. The Authority and their contractors have been working with Metro support staff to complete remaining punch list and warranty items in order to close out the project. The Construction Authority has submitted a letter (ATTACHMENT D) certifying project completion in accordance with the Master Cooperative Agreement.

At last month's meeting, the Metro Board approved the reprogramming of \$11,500,000 in funds previously reserved for the Metro Blue Line Washington Siding Project from Mid-City Exposition Blvd LRT to the Metro Blue Line Track and System Refurbishment Project (CP 205115).

## **DISCUSSION**

Remaining Balance: Expo Phase 1 was turned back to Metro for revenue operations in 2012. The project has achieved system performance as required by the Project MOU between Metro and the Construction Authority. Given that the project was turned over and is operating as required, Expo 1 has items remaining to be addressed including construction of a Clean Mobility Bicycle Center and Restoration of Station Art Frames. The funds for the Metro Blue Line Washington Siding were reprogrammed last month to the New Blue.

Expo Phase 2 was turned back to Metro for revenue operations in May 2016. The Expo 2 Project has achieved system performance as required by the Master Cooperative and Funding Agreements for this project. Expo 2 was completed on time and under budget with surplus funds remaining. Similar to Expo 1, a number of items remain to be addressed, and a portion of remaining Expo funds are allocated for completion of the project close-out. The Expo Contractor has been working to complete these items with support from Metro staff.

Given the requirements of SB 504 requiring the Authority to be dissolved upon turnback of Expo 1 and Expo 2, Metro staff has coordinated with Authority staff on a draft Closeout MOU to transfer funds remaining as surplus funds back to Metro. As defined in the RECOMMENDATION Section of this Board Report, Metro and the Authority have agreed that remaining funding will be transferred to Metro for use as requested in RECOMMENDATIONS A, B and C to allocate surplus and reprogrammed Expo Corridor funds, address remaining Expo 1 and Expo 2 project needs and administer the Construction Authority PARS Retirement Program. The parties desire to enter into this MOU to identify the respective obligations and memorialize funding and implementation of the items that will remain after the Authority is dissolved.

PARS Administration: As part of the close out of the Authority, it is necessary to delegate the plan administration of the employee's PARS defined benefit plans to Metro to ensure that the current and future eligible Authority retiree's benefits will be delivered in accordance with plan requirements

The Authority approved the establishment of the PARS defined benefit pension plan in 2006 as an alternative to the California Public Employees Retirement System (CalPERS). In previous actions the Authority closed the plan as of June 30, 2017, and fully funded the Plans on a self-funded basis utilizing conservative investment return assumptions in March 2017. It is projected that the funding will be adequate to cover all benefit obligations and administrative costs associated through the life of the plans. As of this date, all six of the eligible employees are in retirement status.

The Authority had also established the PARS defined Contribution Plan in 2006. The Authority terminated that plan as of March 31, 2017, and all plan assets were distributed to the participants. In December 2016, the Authority approved terminating the contract with CalPERS effective as of June 30, 2017. A full funding deposit was made in May 2017 and CalPERS assumed all financially and administrative responsibilities for the plan pursuant to the CalPERS close out agreement as of June 1, 2017.

## **DETERMINATION OF SAFETY IMPACT**

There are no safety impacts resulting from this request.

## **FINANCIAL IMPACT**

The Authority is turning back estimated surplus and reprogrammed funds from the Expo Corridor Projects in the amount of \$216,600,000. Staff is recommending the allocation of the \$200,000,000 to be distributed to the Metro West Side Purple Line Section 2 in accordance with previous Board direction. Allocation of \$11,500,000 to be distributed to the Metro Blue Line rehabilitation project per previous Board direction and \$5,100,000 to be distributed to remaining Expo Phase 1 and Phase 2 project close-out requirements.

(\* ) Should final Expo Phase 2 amounts included in Recommendation B.1 above be less than \$16,600,000, pursuant to the Phase 2 Funding Agreement, additional monies will be due to the Cities



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of Los Angeles and Santa Monica based on their prorated shares of Measure R contributions to the project.

The Authority is also including funding for Metro's staff to administer the PARS plan over the remaining life of the plan that is estimated to be 30+ years from Phase 2 LOP budget.

### **NEXT STEPS**

Upon Board approval, Metro Chief Executive Officer will execute the final close out MOU with the Authority.

Transmit resolution to PARS to formalize Metro's acceptance of the plans' administration

### **ATTACHMENTS**

Attachment A - MOU for closeout of the Expo Phases 1 and 2 Project

Attachment B - Funding Agreement

Attachment C - PARS Resolution Delegating Plan Administration to Metro

Attachment D - Certification Letter for Project Completion

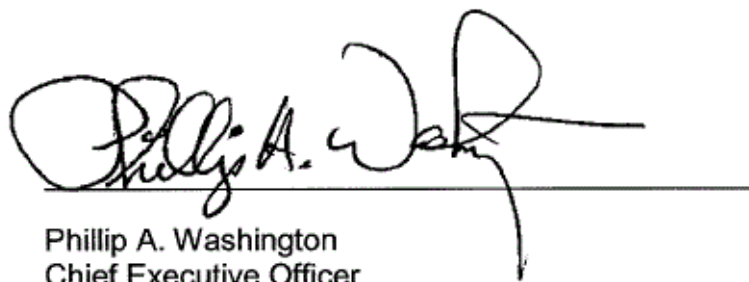
Prepared by:

Rick Meade, Senior Executive Officer, (213) 922-7917

Reviewed by:

Richard Clarke, Chief Program Management Officer, (213) 922-7557

James Gallagher, Chief Operations Officer, (213) 418-3108



Phillip A. Washington  
Chief Executive Officer

**ATTACHMENT A**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
AND THE  
EXPOSITION METRO LINE CONSTRUCTION AUTHORITY  
FOR ITEMS THAT REMAIN AFTER THE DISSOLUTION OF THE AUTHORITY**

This Memorandum of Understanding ("MOU") dated and effective as of the \_\_\_ day of \_\_\_\_, 2018, is by and between the Los Angeles County Metropolitan Transportation Authority ("Metro") and the Exposition Metro Line Construction Authority ("Authority"), and constitutes the agreements between the parties related to items that may remain after Authority dissolves pursuant to California Public Utilities Code Section 132650.

**RECITALS**

WHEREAS, Metro is a public entity existing pursuant to P.U.C. section 130050.2, et seq. for, among other purposes, the planning, design, construction and operation of a multi-modal transit system including rail and bus facilities in Los Angeles County; and

WHEREAS, Authority is a public entity existing pursuant to P.U.C. Sections 132600, et seq., for the exclusive purpose of awarding and overseeing all design and construction contracts for completion of the Exposition Metro Line Light Rail Project ("Project") and has all of the powers necessary for planning, acquiring, leasing, developing, jointly developing, owning, controlling, using, jointly using, disposing of, designing, procuring, and building the project as defined under PUC Sections 132600(e) and 132610; and

WHEREAS, the Project has been divided into two phases with Phase I extending from downtown Los Angeles to Culver City, and Phase II continuing to Santa Monica; and

WHEREAS, Metro and Authority entered into that certain Memorandum of Understanding for Phase 1 of the Project ("Phase 1 MOU"), as amended and restated pursuant to that certain Amended and Restated MOU dated as of March 18, 2011 between the parties ("Amended and Restated Phase 1 MOU"). The Amended and Restated Phase 1 MOU provided funding and set forth the parties roles and responsibilities with respect to design and construction activities for Phase 1; and

WHEREAS, the Phase 1 Project consisted of approximately 9.6 miles of dual track configuration track alignment extending from Downtown Los Angeles to Culver City which included eight stations and a parking structure; and

WHEREAS, the Phase 1 Project is complete, and turn back of the Phase 1 Project and demonstration of system performance have been achieved; and

WHEREAS, Metro and Authority entered into a Master Cooperative Agreement for the Exposition Light Rail Transit Project Phase 2, dated for reference as of January 28, 2014 ("Phase 2 MCA") and that certain Funding Agreement ("Funding Agreement") which provided for the funding for Phase 2 of the Project; and

WHEREAS, the Phase 2 Project consisted of (i) an alignment project consisting of a light rail project of approximately 6.6 miles of double light rail main track from Culver City to Santa Monica (the "Alignment Project"); and (ii) the operations and maintenance facility (the "O and M Facility"); and

WHEREAS, since the Cities of Los Angeles and Santa Monica (the "Cities") desired the construction of a bikeway that parallels the Phase 2 Project (the "Bikeway Project"), Authority agreed to manage the construction of the Bikeway Project as a separate project from the Phase 2 Project. The Bikeway Project is located in close proximity to the Phase 2 Project, therefore the Authority and Metro agreed to include the Bikeway Project within the Phase 2 MCA; and



WHEREAS, in accordance with PUC Section 132650, upon completion of construction of the Project, Metro shall assume responsibility for operating the Project. Revenue Operations was achieved on May 20, 2016; and

WHEREAS, the Phase 2 Project and the Bikeway Project are complete, demonstration of system performance has been achieved for the Phase 2 Project and turn back of the Phase 2 Project is anticipated by June 2018; and

WHEREAS, the Project audit and accounting requirements specified in the Phase 1 MOU dated May 5, 2006, have been met with the inclusion of Authority's financial activities as a component unit of Metro; and

WHEREAS, per state legislation, upon completion of the project as well as the close out of the contract and the Authority, Authority will be dissolved; and

WHEREAS, the Parties desire to enter into this memorandum of understanding to set forth the respective obligations of the Parties to memorialize funding and implementation for items that may remain after Authority is dissolved;

NOW, THEREFORE, the Parties agree as follows:

## **SECTION 1. POST DISSOLUTION OBLIGATIONS OF THE PARTIES**

1.1 Transfer of pension obligations, accounts. Concurrent with the dissolution of Authority and with respect to former CEO Richard Thorpe, Authority has pre-funded all pension obligations pertaining to the Defined Benefit plan with PARS covering all PARS eligible Authority employees, including Mr. Thorpe. PARS will administer the plan and the Metro Pensions and Benefits Department will assume the Plan Administrator role for the PARS plan effective July 1, 2018. Authority has funded Metro's future administrative staff cost for PARS activities. Authority's CalPERS plan was prefunded and closed out as of June 30, 2017 and CalPERS assumed full responsibility for the plan's administration as of July 1, 2017.

1.2 Lifetime medical benefits. With respect to former CEO Richard D. Thorpe, Authority has pre-funded his lifetime retiree medical benefits into the Los Angeles County Metropolitan Transportation Authority Healthcare & Welfare Benefits Trust. Metro's Pension and Benefits Department will continue to administer these benefits.

1.3 Authority contractors and Third Party Claims. It is currently Authority's intent to close out all claims from Authority's contractors prior to the dissolution effective date. To the extent these or any other claims, including third party claims where Authority is named as a potential defendant, arising prior to the dissolution effective date have not been closed out, the parties agree that following the dissolution effective date, Metro will assume responsibility for and administer the claims and the parties agree to take necessary steps to substitute Metro for Authority as the party to the proceeding. Concurrent with the dissolution effective date, Authority will tender all outstanding claims to Metro, and Metro agrees to assume responsibility for administration of all such claims and litigation. Authority has agreed to fund this potential future liability.



#### 1.4 Phase 1 Project Obligations.

1.4.1 Washington Siding Project – Authority will transfer funding and Metro will continue to administer the Washington Siding Project that is part of the Phase 1 project.

1.4.2 Phase 1 Art Frames – Authority will be responsible for funding the repair of the art frames to address corrosion issues identified after the warranty period. Metro will administer and implement the work.

1.4.3 Clean Mobility Center – Authority will transfer funding and Metro will continue to administer the Clean Mobility Center Project that is part of the Phase 1 project at the Culver City Station.

#### 1.5 Phase 2 Project Obligations.

1.5.1 Continuance of Street Tree Maintenance obligation. The City of Los Angeles has a three year street tree maintenance requirement. The Authority contractor for the main alignment was responsible for the first year of maintenance. The Authority has funded and executed a contract with City Plants for the 2nd and 3rd years of street tree maintenance and will transfer the contract administration to Metro for the remaining time of this contract which is scheduled for completion in May 2019.

1.5.2 OMF Project Modifications. Authority will transfer funding and Metro will administer and perform work on minor items identified during the warranty period of the OMF Project. It was determined to be more efficient to allow Metro staff repair/modify a variety of items due to the minor scope of work and coordination with Metro's daily activities in the facility.

1.5.3 Project Noise Mitigation. Authority will transfer funding and Metro will continue to monitor and mitigate any identified noise levels exceeding those established in the Phase 2 Project EIR.

1.5.4 Monitoring Project Retaining Walls. Authority will transfer funding and Metro will continue to monitor the retaining walls constructed for the Phase 2 Project and address any issues identified.

1.6 Funding for Post-Turnover Obligations. The obligations set forth in this MOU above are noted in Attachment A. Expo will set aside whatever funds are remaining in the line items at the time of dissolution from the Phase 1 Life of Project Budget for the activities noted in 1.4.1, 1.4.2, and 1.4.3. Expo will set aside whatever funds are remaining in the line items at the time of dissolution from the Phase 2 Life of Project Budget for the activities noted in 1.1, 1.3, 1.5.1, 1.5.2, 1.5.3, and 1.5.4. At Metro's discretion, Metro may establish a trust or other restricted fund for this activity or include these funds in a Metro project budget to complete this activity.

1.7 Based on actual costs incurred plus the allowances for Phase 2 open items in 1.1, 1.3, 1.5.1, 1.5.2, 1.5.3, and 1.5.4, Expo will distribute a preliminary proportionate share of Phase 2 project savings based upon their 3% local contributions to the project to the Cities of Los Angeles and Santa Monica. Any funds remaining after Metro completes those Phase 1 and Phase 2 obligations noted above will revert to Metro. From any funds remaining from Phase 2 items above, Metro will make a final distribution to the Cities of Los Angeles and Santa Monica based upon their 3% local contributions to the project.

## **SECTION 2 MISCELLANEOUS**

2.1 Governing Law. This MOU shall be governed by, interpreted under, construed and enforced in accordance with the laws of the State of California.

2.2 Contract Period. This agreement shall be effective from as of the date written above through the last date upon which all obligations of Authority are fulfilled or in no event later than December 31, 2018



2.3 Amendments. No variation, modification, change or amendment of this MOU shall be binding upon either party unless such variation, modification, change or amendment is in writing and duly authorized and executed by both parties. This MOU shall not be amended or modified by oral agreement or understanding between the parties or by any acts or conduct of the parties.

2.4 Counterparts. This MOU may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

2.5 Assignment. Neither party shall assign this MOU or any of such party's interest, rights or obligations under this MOU without the prior written consent of the other party.

2.6 Further Actions. The parties shall develop and execute any other documents of any kind or type whatsoever, including procedures and policies, necessary to carry out the intent of the provisions of this MOU.

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IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed and delivered as of the above date and the person executing this MOU by their signatures hereby attest that they have the requisite authority to enter into this MOU.

**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION  
AUTHORITY**



**EXPOSITION METRO LINE  
CONSTRUCTION AUTHORITY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_



ATTACHMENT A

<u>SCOPE</u>	<u>Dollars(1000s)</u>
PARS Administrative Cost	100
Contractor/Third Party Claims	1000
Washington Siding Project	11500
Art Frames	2000
Clean Mobility Center	200
COLA Plant Establishment	200
OMF Modifications	100
Noise Mitigation	500
Retaining Wall Monitoring	1000
	<hr/>
Total	\$16,600,000

FTIP#: LAOF021

PPNO: N/A

Measure R ID#:MR400.01

AGREEMENT.MOU.MR400.01

## EXPOSITION METRO LINE CONSTRUCTION AUTHORITY

### FUNDING AGREEMENT

This Exposition Metro Line Construction Authority Funding Agreement (“Agreement”) is dated for reference purposes only January 28, 2014 and is by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the Exposition Metro Line Construction Authority (“Recipient”) for funding of the following three separate and distinct projects: (i) Design and construction of the light rail line known as Exposition Light Rail Transit Project Phase 2 (Culver City to Santa Monica) (the “Expo Project Phase 2”) LACMTA Measure R ID#: MR#400.01 and FTIP# LAOF021; (ii) procurement by LACMTA of the light rail vehicles (“LRVs”) which are needed for the LACMTA light rail system (the “LRV Project”); LACMTA ID#: 206035 and FTIP#s LAOF075; and (iii) design and construction of the bikeway which runs parallel to the Expo Project Phase 2 (the “Bikeway Project”) LACMTA ID#: 890003 and FTIP # s LAOC8164 and LAF3514.

#### RECITALS:

A. LACMTA and Recipient have already entered into that certain Memorandum of Understanding (“MOU”) for the Exposition Light Rail Transit Project Phase 1, a light rail project approximately 8.6 miles long, extending from Downtown Los Angeles to Culver City, as more particularly described on **Attachment A** attached hereto (“Expo Project Phase 1”). The parties amended and restated the MOU pursuant to that certain Amended and Restated MOU dated as of March 18, 2011 between the parties (the “Amended and Restated MOU”). The Amended and Restated MOU provides for funding for Phase 1, therefore any Expo Project Phase 1 project costs shall not be reimbursed by LACMTA under this Agreement but under the Amended and Restated MOU.

B. LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the “Ordinance”), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as “Measure R” and became effective on January 2, 2009.

C. The Ordinance imposed a one-half cent transaction and use tax to be collected within the County of Los Angeles and to be used for public transit projects, including, without limitation, the Exposition Light Rail Transit Project. The Ordinance became operative on July 1, 2009 and the proceeds of the Ordinance (the “Measure R Funds”) are to be used for the transportation purposes described in the Ordinance.

D. The California legislature authorized imposition of the sales and use tax imposed by the Ordinance by the adoption of Assembly Bill No. 2321, which became effective on January 1, 2009.

E. AB 2321 added Section 130350.5 to the California Public Utilities Code, which among other things, allocates \$925 million of Measure R Funds to the Exposition Light Rail Transit Project.

F. Attached to the Ordinance is an expenditure plan that includes an allocation of \$925 million to the Exposition Light Rail Transit Project, among others.

G. At its February 24, 2011 LACMTA Board meeting, the LACMTA authorized a grant of Measure R funds, Proposition A Funds, Proposition C Funds and the allocation of certain state Funds in the amount of \$1,527,260,170 for the following three separate projects: (i) Expo Project Phase 2 as set forth in Attachment B attached hereto (budget of \$1,309,058,000), (ii) the LRV Project (budget of \$202,100,000); and (iii) the Bikeway Project (budget of \$16,102,170), which Bikeway Project description is as set forth in Attachment C attached hereto. Excluding the Bikeway Project, as of the date hereof, \$1,511,158,000 shall be the estimated life of project budget for the Expo Project Phase 2 and the LRV Project.

H. LACMTA has entered or intends to enter into separate funding agreements with the Cities of Los Angeles and Santa Monica for the funding of the Bikeway Project (collectively, the "Cities Funding Agreements"). Since Recipient shall also design and construct the Bikeway Project for the Cities of Los Angeles and Santa Monica, for ease of administration, LACMTA will also include in this Agreement the transfer of any funds received by LACMTA from the Cities of Los Angeles and Santa Monica. At this time, LACMTA has entered into a funding agreement with the City of Los Angeles to contribute \$9,508,000 in TEA funds and \$2,377,000 in local funds for a total contribution from the City of Los Angeles of \$11,885,000 toward the Bikeway Project. LACMTA has also entered into a funding agreement with the City of Santa Monica to contribute \$2,018,650 in TEA funds and \$672,000 in local funds for a total contribution of \$2,690,650 toward the Bikeway Project. LACMTA shall be providing \$1,527,170 in LTF funds toward the Bikeway Project.

I. Recipient and LACMTA desire to enter into this Agreement for the grant and allocation of certain funds as set forth herein from LACMTA to Recipient for the Expo Project Phase 2, the LRV Project and the Bikeway Project, subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement

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3. Attachment A – Expo Project Phase 1 Scope of Work
4. Attachment B – Expo Project Phase 2 project description
5. Attachment C – Phase 2 Bikeway project description
6. Attachment D - Expenditure Plan – Cost & Cash Flow Budget (dated 11/7/13)
7. Attachment E – Project Funding
8. Attachment F - Bond Requirements
9. Attachment G - Federal Transportation Improvement Program (FTIP) Sheet
10. Attachment H1 – State Quarterly Progress and Commitment Report
11. Attachment I – Extra Allowable Costs List
12. Attachment J – Final Unified Cost Management Process and Policy
13. Attachment K – LACMTA Procedure #PRCL12 – Project Contingency
14. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.



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PPNO: N/A

Measure R ID# MR400.01  
AGREEMENT.MOU MR400.01

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

LACMTA:

RECIPIENT:

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION  
AUTHORITY

EXPOSITION METRO LINE  
CONSTRUCTION AUTHORITY

By: Arthur T. Leahy  
Arthur T. Leahy  
Chief Executive Officer

By: Richard Thorpe  
Richard Thorpe  
Chief Executive Officer

Date: 2-3-14

Date: 2/3/14

APPROVED AS TO FORM:

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

Nossaman, Guthner, Knox and Elliot, LLP

By: [Signature]  
Deputy

By: \_\_\_\_\_  
E. George Joseph  
General Counsel

FTIP#: LAOF021  
PPNO: N/A

Measure R ID# MR400.01  
AGREEMENT.MOU MR400.01

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

LACMTA:

RECIPIENT:

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION  
AUTHORITY

EXPOSITION METRO LINE  
CONSTRUCTION AUTHORITY

By: \_\_\_\_\_  
Arthur T. Leahy  
Chief Executive Officer

By: \_\_\_\_\_  
Richard Thorpe  
Chief Executive Officer

Date: \_\_\_\_\_

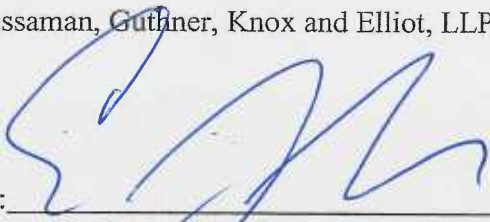
Date: \_\_\_\_\_

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

APPROVED AS TO FORM:

Nossaman, Guthner, Knox and Elliot, LLP

By: \_\_\_\_\_  
  
E. George Joseph  
General Counsel

By: \_\_\_\_\_  
Deputy

FTIP#: LAOF021  
PPNO: N/A

Measure R ID#:MR400.01  
AGREEMENT.MOU.MR400.01

## PART I

### SPECIFIC TERMS OF THE AGREEMENT

1. Name of the Projects: Expo Project Phase 2 has been assigned LACMTA Measure R ID# 400.01 and FTIP# LAOF021. The LRV Project has been assigned LACMTA ID#: 206035 and FTIP#s LAOF075. The Expo Phase 2 and LRV Project are collectively referred to herein as the “Projects”. The definition of “Projects” do not include the separate Bikeway Project. The Bikeway Project has been assigned LACMTA Project #890003 and FTIP#s LAOC8164 and LAF3514 and provided the Cities Funding Agreements are fully executed, funds for the Bikeway Project are included as part of this Agreement.

2. Funds.

2.1 Pursuant to LACMTA Board Action on February 24, 2011, LACMTA has established a life of project budget for the Projects in an amount up to \$1,511,158,000 (the “Funds”). LACMTA shall make available to Recipient under this Agreement the Funds less an amount equal to (i) the LACMTA Costs as set forth in Part II, Section 7 below, (ii) the Previously Incurred Phase 2 Costs as defined below, and (iii) the local contribution amount described in Part II, Section 8 below (the balance remaining shall be referred to as the “Expo Fund Amount”). Any proposed expenditure by Recipient that would cause total costs for the Projects (not including third party betterments paid in full by third parties) to exceed \$1,511,158,000 must be presented to the LACMTA Board for approval. LACMTA has no obligation to allocate more than \$1,511,158,000 for the Projects. Previously Incurred Phase 2 Costs shall mean those costs Recipient has already incurred for Expo Project Phase 2 prior to execution of this Agreement.

2.2 Pursuant to LACMTA Board Action on January 26, 2012, LACMTA has established a life of project budget for the Bikeway Project in an amount of \$16,102,170 (the “Bikeway Funds”). LACMTA shall make available to Recipient under this Agreement the Bikeway Funds. Any proposed expenditure by Recipient that would cause total costs for the Bikeway Project (not including third party betterments paid in full by third parties) to exceed \$16,102,170 must be presented to the LACMTA Board for approval. LACMTA has no obligation to allocate more than \$16,102,170 for the Bikeway Project.

3. Disbursement of Funds and Bikeway Funds

3.1 Subject to the terms and conditions contained herein, the Expo Fund Amount shall be made available as follows: As part of the Budget Annual Review, the parties shall meet to discuss the annual amount expected to be incurred by Recipient (the “Annual Expo Budget”) and the annual amount expected to be incurred by LACMTA as LACMTA Project Costs (the “Annual LACMTA Project Cost Budget”) for the upcoming fiscal year. Such budget amounts shall be part of the LACMTA’s annual budget. The annual budget shall be reviewed annually by



the parties and such review shall commence no later than February 1 of each year (the "Budget Annual Review"). This Annual Review is important for the Parties to timely and properly plan for the Funds anticipated to be needed by both LACMTA and Recipient for their respective Projects costs in the upcoming fiscal year. During the Annual Review, the parties shall identify any changes, if necessary, to the Expenditure Plan. The Bikeway Funds shall be included as part of the budget process described herein and the costs associated with the Bikeway Project, including any associated LACMTA staff time authorized under the Annual Work Plan, shall be paid from the Annual Expo Budget.

3.2 During the year, LACMTA shall continue to pay invoices presented by Recipient thereby drawing down on the Annual Expo Budget. LACMTA shall also continue to maintain accounting books and records and provide all accounting services for Recipient, including, without limitation, accounts payable, payroll, bookkeeping and related services. Upon written notice that Recipient no longer requires LACMTA to perform these functions, LACMTA shall assist in transitioning these services as requested by Recipient and the parties will amend the payment sections herein accordingly.

3.3 No later than the 25<sup>th</sup> day of each month, Recipient shall provide the LACMTA Project Manager with a monthly summary of all Recipient, contractors, and subcontractors invoices, costs and expenses ("Monthly Invoice Summary") paid in the prior month and shall include the certifications set forth in Part II, Sections 6.10 and 6.11. LACMTA and the Recipient shall both comply with the terms of the Cost Management Policy, as defined in Part I, Paragraph 20 below. In support of the Cost Management Policy, the Recipient shall implement and host a Project Management Information System (PMIS) that shall be compatible with LACMTA's PMIS in order for Recipient to maintain control of and visibility into the cost, schedule and change status of the Expo Project Phase 2. The Recipient shall input timely and accurate information into the Recipient's PMIS and provide LACMTA the data as needed.

LACMTA will review the Monthly Invoice Summary for compliance that expenditures are consistent with the terms of this Agreement. In the event that LACMTA questions the content of the Monthly Invoice Summary, or the adequacy of the report or of any supporting documentation, LACMTA shall notify Recipient of the dispute, together with its assessment of what documentation is required in order to resolve the dispute. If Recipient is unable or otherwise fails to provide documentation reasonably acceptable to LACMTA within thirty (30) days after receipt of notice of the dispute from LACMTA, the dispute shall be resolved in accordance with the dispute resolution process set forth in **Part II, Section 12.2**. If the final outcome of that dispute resolution process is adverse to Recipient, LACMTA may reduce the disallowed amount from the disbursement first occurring after final resolution of the dispute.

4. The "Project Funding" documents all sources of funds programmed for the Projects as approved by LACMTA and is attached as **Attachment D** to this Agreement. The Project Funding includes the total budget for the Projects and the Bikeway Project, including the Funds allocated or programmed by LACMTA and any Recipient Funding Commitment (local match), if required. Recipient shall submit updates to the Project Funding if there is any change. Recipient may not make any change to the Project Funding that would require an increase in the Funds granted or programmed by LACMTA without LACMTA's written approval. Notwithstanding the foregoing, LACMTA approval is not needed for the funding of Betterments,

as defined in the MCA, requested by and paid for in full by third parties; provided, however, nothing in this section is intended to circumvent LACMTA approval of and LACMTA shall have the right to approve any Betterment that impacts the operation and maintenance of the Expo Project Phase 2.

## 5. Expenditure Plan - Cost & Cash Flow Budget

5.1 **Attachment E** is the “Expenditure Plan - Cost & Cash Flow Budget” which documents the proposed cash flow and budget for the Funds and the Bikeway Funds; as well as the fiscal year the Funds and the Bikeway Funds are expected to be expended. Recipient shall submit annually to LACMTA, no later than February 1, a current and up to date **Attachment E** for LACMTA’s budget and programming purposes. Other than third party betterments paid in full by third parties, Recipient may not make any change to the Expenditure Plan that would require an increase in the Funds or LACMTA Project Costs without LACMTA’s written approval. With regard to the Expo Fund Amount and the Bikeway Funds, Recipient may transfer funds between the Projects budget line items within a fiscal year or make changes across fiscal years which are cost neutral without LACMTA approval. With regard to the LACMTA Project Costs, LACMTA may transfer funds between the Projects budget line items within a fiscal year or make changes across fiscal years which are cost neutral without Recipient approval.

5.2 The “Expenditure Plan - Cost & Cash Flow Budget” (**Attachment E**) shall be reviewed annually by the parties and such review shall commence no later than February 1 of each year (the “Annual Review”). This Annual Review is important for the Parties to timely and properly plan for the Funds anticipated to be needed by both LACMTA and Recipient for their respective Projects’ and Bikeway Project’s costs in the upcoming fiscal year. During the Annual Review, the parties shall identify any changes, if necessary, to the Expenditure Plan. At all times during the term of this Agreement LACMTA shall comply with Ordinance #08-01.

## 6. Scope of Work

6.1 Recipient shall complete the Expo Project Phase 2 as generally described in the “Scope of Work” and in accordance with the MCA, as defined below. The Scope of Work for the Expo Project Phase 2 is attached to this Agreement as **Attachment B**. The Scope of Work includes a description of the Expo Project Phase 2, Expo Project Phase 2 milestones, and an Expo Project Phase 2 schedule with an anticipated substantial completion date. Substantial Completion is defined as set forth in the MCA.

6.2 Recipient shall complete the Bikeway Project as generally described in the “Bikeway Scope of Work” and in accordance with the MCA. The Bikeway Scope of Work for the Bikeway Project is attached to this Agreement as **Attachment C**. The Bikeway Scope of Work includes a description of the Bikeway Project, milestones, and schedule with an anticipated substantial completion date.

6.3 Work shall be delivered in accordance with that Expo Project Phase 2 schedule and Bikeway Project schedule unless otherwise agreed to by the Parties in writing. Concurrently with this Agreement, LACMTA and Recipient are entering into that certain Master Cooperative



Agreement (“MCA”), which describes the guidelines and mechanism by which LACMTA will participate in the Expo Project Phase 2 and Bikeway Project. The MCA sets forth a description of the Expo Project Phase 2 and Bikeway Project, and a process for LACMTA review of the design and construction of the Expo Project Phase 2 and Bikeway Project. In the event of any conflict between the Scope of Work attached to this Agreement as **Attachment B** and the description of the Expo Project Phase 2 and Bikeway Project in the MCA, as the Expo Project Phase 2 and Bikeway Project now exists or evolves pursuant to the processes set forth in the MCA, the description of the Expo Project Phase 2 and Bikeway Project in the MCA shall control. Any changes to the Expo Project Phase 2, the Bikeway Project or the Scope of Work resulting from the process and procedures set forth in the MCA do not require an amendment of this Agreement and the Scope of Work attached hereto shall be deemed automatically amended in accordance with those changes.

## 7. Compliance with Funding Requirements

7.1 The Funds for the Projects will come from multiple sources of funding as determined by LACMTA. The Bikeway Funds will be a mix of City of Los Angeles and City of Santa Monica funds and federal funds. As such, LACMTA will be subject to various obligations concerning the use and handling of such Funds and Bikeway Funds imposed by those funding sources. Recipient shall fulfill all obligations imposed upon LACMTA in accordance with a funding agreement between LACMTA and its funding sources for the Projects and the Bikeway Project and to take no action that might interfere with the nature and source of the Funds or Bikeway Funds or any tax-related benefits that are directly tied to the Funds. Recipient agrees to comply with all federal (if applicable), state, and local or LACMTA rules, regulations, funding agreements, policies and directives affecting the funding, including but not limited to Master Agreements, Certifications and Assurances, GAAP, FAR, OMB A-133,A-87, records retention policy, and LACMTA Final Unified Cost Management Process and Policy. Recipient agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds and the Bikeway Funds. The Recipient shall provide LACMTA with supporting documentation on the Expo Project Phase 2 and the Bikeway as required by Federal grants and State grants, including, without limitation, annual cashflow plan detailing the expenditure forecast by year and by phases, e.g. final design, ROW and construction. To the extent LACMTA uses bond funds to pay for Project costs, the Recipient shall take all reasonable actions as may be requested of it, especially as directed by LACMTA’s bond counsel, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

7.2 LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the ‘Bonds’) to provide at least a portion of its funding commitments under this Agreement to Recipient. Recipient shall ensure that the expenditure of the Funds disbursed to Recipient does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or

the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. Recipient shall provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds.

8. Intentionally Omitted

9. As the Recipient has purchased at least 50% of the real property needed to construct the operation and maintenance facility (“O&M Facility”), the parties have agreed the “escape clause” condition has already been met and therefore no escape clause is needed. CTC funding approvals have already been obtained for the Expo Project Phase 2. However, prior to awarding the construction of the Bikeway Project, the Recipient must obtain a notice to proceed from the LACMTA in writing.

10. The O&M Facility is part of the Expo Project Phase 2. The Recipient shall be responsible for the land acquisition, relocation, site preparation, design, and construction of the O&M Facility, and for the acquisition of the parcels of land needed to construct and operate the O&M Facility. The facility shall be transferred free of contaminant and hazardous materials unless the contaminant or hazardous materials is specifically approved by LACMTA prior to the acquisition of the facility. A general description of the O&M Facility is part of the Scope of Work set forth in **Attachment B** attached hereto.

11. Title to any parcel acquired by the Recipient for the Expo Project Phase 2, including the O&M Facility, shall be acquired by the Recipient for the purpose of conveying to LACMTA as provided herein. Acquisitions include fee title to full takes and part-take, permanent easements, long term leases, and rights of entries. The LACMTA Real Estate Department staff (“Real Estate Staff”) shall serve as the real estate staff for the Recipient. In this capacity, the Real Estate Staff shall implement the Expo Project Phase 2 real estate program including obtaining appraisals, conducting environmental investigations, recommending just compensation, making offers, negotiating with owners, overseeing the relocation of occupants, escrow closings, property management and any other responsibilities associated with acquiring property required for construction and operation of the Expo Project Phase 2. The Recipient shall be responsible for approval of all acquisitions including the approval of just compensation, authorization to institute eminent domain proceedings and administrative settlements pursuant to its internal approval process (unless approval authority is delegated to LACMTA). All property interests shall be acquired in the name of the Recipient and all permanent property interests shall be duly recorded with the Los Angeles County Recorder’s office. Transfer to LACMTA of all real property interest acquired by Recipient for the Expo Project Phase 2 shall proceed as provided in Section 7.5.3 of the MCA.

12. LACMTA shall provide Recipient with access to and full use of all real property and rights-of-way as necessary for the construction of the Expo Project Phase 2 pursuant to that certain right of entry signed in connection with the Amended and Restated MOU.

FTIP#: LAOF021  
PPNO: N/A

Measure R ID# MR400.01  
AGREEMENT.MOU MR400.01

13. All approvals and determination of either party required hereunder shall not be unreasonably withheld.

14. The "FTIP PROJECT SHEET (PDF)" is attached as **Attachment G** and is required to ensure that the Projects and the Bikeway Project are programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at <http://program.metro.net>. All projects that receive Measure R funding must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. LACMTA shall review the Expo Project Phase 2 in ProgramMetro each year and update or correct the applicable project, as necessary during a scheduled FTIP amendment or adoption. Recipient shall be notified of amendments and adoptions to the FTIP via e-mail. LACMTA will make changes to the FTIP through ProgramMetro should be made as soon as possible after LACMTA is aware of any changes to the applicable projects. Recipient shall provide support and information to LACMTA as needed so that LACMTA can meet the obligations set forth in this section.

15. Recipient shall complete and submit to LACMTA the quarterly progress and commitment report for State reporting in the form is attached to this Agreement as **Attachment H-1**.

16. No changes to the (i) allocated amount, (ii) Project Funding (except as set forth in **Part I, Section 4**), (iii) Expenditure Plan (except as set forth in **Part I, Section 5**), (iv) the Scope of Work (except as set forth in **Part I, Section 6**), (v) (vi) Bikeway Funds or (vii) Bikeway Scope of Work (except as set forth in **Part I, Section 6**) shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and Recipient. Modifications that do not materially affect the terms of this Agreement do not require LACMTA approval. Non-material changes are those changes that do not affect the allocated amount, the amount of the Funds, the Scope of Work or Bikeway Scope of Work, including schedule (except as set forth in **Part I, Section 6**), or the Bikeway Funds.

17. Parties' Addresses

A. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Rick Meade  
Deputy Executive Officer, Project Management  
Meader@metro.net

B. Recipient's Address:

Exposition Metro Line Construction Authority  
707 Wilshire Boulevard, Suite 3400  
Los Angeles, California 90017  
Attn: Mr. Richard Thorpe



Chief Executive Officer  
rthorpe@exporail.net

18. Recipient shall cause its Project Management Information System (PMIS) to be compatible with LACMTA's PMIS, in order to provide reasonable visibility into the cost, schedule and change status of the Expo Project Phase 2 and Bikeway Project. Recipient shall allow the LACMTA PMIS Designee (upon designation by LACMTA and approval by Recipient's CEO or his designee) reasonable access to Recipient's PMIS, as needed. LACMTA shall formally designate a member of its Project Administration staff as the person authorized to access Recipient's PMIS on behalf of LACMTA pursuant to this Agreement (the "LACMTA PMIS Designee"), and inform Recipient's CEO upon making the designation. Recipient's CEO shall not unreasonably withhold approval of the LACMTA PMIS Designee. LACMTA shall not change the LACMTA PMIS Designee more frequently than annually, without prior written approval from Recipient's CEO. Nothing in this Section 18 shall be interpreted to (a) grant LACMTA any audit rights or rights to information not authorized by other provisions of this Agreement; (b) require Recipient to include in its PMIS any information that Recipient would not otherwise include.

19. The memorandum dated March 17, 2011 and with the subject line "Final Unified Cost Management Process and Policy" (hereinafter, the "Cost Management Policy") is hereby attached to this Agreement as **Attachment J**.

20.. In order to harmonize the Cost Management Policy with the existing rights and remedies of the parties set forth in this Agreement, Recipient hereby agrees to comply with the Cost Management Policy subject to the following qualifications:

A. Any future changes to the Cost Management Policy shall be incorporated into this Agreement only if such changes are specifically agreed to by Recipient and amended into this Agreement.

B. In the event of a conflict between this Agreement and the Cost Management Policy, the provisions of this Agreement shall control. The parties have identified three clauses in this Agreement that potentially conflict with the Cost Management Policy. These include **Part I, Section 8**, and **Part II, Sections 5.2C and 5.3C**. The parties agree that, as to those three sections, there is no conflict and this Agreement and the Cost Management Policy should be read together such that both this Agreement and the Cost Management Policy apply.

C. With regard to Cost Management Policy Section 4, which provides for going back to the LACMTA Board at certain milestones, the parties stipulate and agree that the milestones of selecting a conceptual design alternative to be studied in the environmental stage, selecting a locally preferred alternative/entering the preliminary engineering stage, approving a final EIR/entering final design and establishing a life-of-project budget (LOP) budget prior to construction, as described in Sections 4(a)-(d) of the Cost Management Policy, are not applicable as those milestones have passed and there is no need to go back to the LACMTA Board for

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PPNO: N/A

Measure R ID# MR400.01  
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approval. Therefore at this time, only the milestone specified in Section 4(e) pertaining to amendment of the LOP budget shall apply.

D. The Cost Management Policy is intended to apply to any costs that exceed the approved LOP budget. It is not intended to apply to third party funded Betterments.

E. In incorporating the Cost Management Policy, LACMTA does not expect Recipient to amend its existing design build contracts.

21. Recipient shall comply with the LACMTA Departmental Procedure #PRCL12 – Project Control which is hereby attached to this Agreement as **Attachment K**.

## PART II

### GENERAL TERMS OF THE AGREEMENT

1. TERM: The term of this Agreement shall commence on the date this Agreement is fully executed and, shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work and Bikeway Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made.

2. INVOICE BY RECIPIENT: Recipient shall submit the monthly invoice summary to LACMTA as set forth in **Part 1, Section 3.1**.

3. USE OF FUNDS:

3.1. Recipient shall utilize the Funds to complete the Expo Project Phase 2 as described in the Scope of Work and the Bikeway Funds to complete the Bikeway Project as described in the Bikeway Scope of Work, and all in accordance with the specifications for use for the transportation purposes described in the Ordinance. Recipient shall make good faith efforts to cause the total expenditure of Funds to not exceed the amount set forth in **Part I, Section 2.1** and the total expenditure of Bikeway Funds to not exceed the amount set forth in **Part I, Section 2.2**.

3.2. Except as specifically provided in **Part I, Section 8.2**, the Funds and the Bikeway Funds allocated under this Agreement may only be used towards the Projects' and the Bikeway Project's costs consistent with the Modified OMB (defined in Part II, Section 6.1). Except as specifically provided in **Part I, Section 8.2**, any activity or expense charged above and beyond the Scope of Work and the Bikeway Scope of Work is considered ineligible and will be disallowed in an audit unless prior written authorization has been provided by the LACMTA Chief Executive Officer or his designee.

3.3. Recipient shall not use the Funds or Bikeway Funds to substitute for any other funds or projects not specified in this Agreement. Further, Recipient shall not use the Funds or Bikeway Funds for lobbying to obtain State or Federal funds [or, to the extent LACMTA provides Recipient with bond or commercial paper proceeds (as set forth in **Part I, Section 7.1C**), Funds may not be used for any costs that jeopardize the tax-exempt nature of such financings as reasonably determined by LACMTA and its bond counsel, or any expenses or activities above and beyond the approved Scope of Work (**Attachment B**) without an amendment to this Agreement approved and signed by the LACMTA Chief Executive Officer or his designee.

3.4. If Recipient intends to use a consultant or contractor to implement all or part of the Projects and/or the Bikeway Project, such activities shall be procured in accordance with Recipient's contracting procedures and consistent with applicable federal and State law. Recipient staff or consultant with project oversight roles may not award work to companies in which they have a financial or personal interest. Recipient shall not award a contract to a consultant or contractor who has an organizational conflict of interest. For purposes of the



preceding sentence, "organizational conflict of interest" shall have the meaning ascribed in the rules and regulations of the FTA.

3.5. Recipient shall not use a facility, equipment (such as computer hardware or software), vehicle or property purchased or leased using the Funds or the Bikeway Funds, for a purpose other than as permitted by Recipient's enabling legislation..

3.6 Recipient's employee, officers, councilmembers, board member, agents, or consultants (a "Recipient Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if doing so would violate applicable state laws, including but not limited to the Political Reform Act (Government Code Section 81000 *et seq*), Government Code Section 1090 *et seq*, and the common law doctrine against conflicts of interest.

4. DISBURSEMENT OF FUNDS: Disbursements shall be made in accordance with Part I, Section 3.

5. REPORTING REQUIREMENTS:

5.1 Recipient shall complete and submit within thirty (30) days after the close of each quarter, a quarterly progress and commitment report for State reporting on the Projects and the Bikeway Project, as applicable, in the form attached hereto as Attachment H-1.

5.2 Monthly Reports.

A. Recipient shall provide to the LACMTA Board monthly Project progress reports informing the LACMTA Board of the Expo Project Phase 2 and Bikeway Project progress, use of funds during the previous month, the milestone progress vs. costs, expenditures to date, funds committed and forecast at completion, updated Expo Project Phase 2 and Bikeway Project schedule, third party Betterments paid for in full by third parties and identifying any major problems (such as cost impacts of \$10 million or more on the Phase 2 Project, a schedule impact of 90 days or more, a quality issue which materially deviates from the Metro Design Criteria and Standards, Bikeway Design Criteria and Standards or a previously LACMTA approved submittal, any safety issue which deviates from the Metro Design Criteria and Standards, Bikeway Design Criteria and Standards or a previously LACMTA approved submittal, as such terms are defined in the MCA), and proposed solutions. A copy of the monthly Project progress report will be sent to the LACMTA project manager by the 25<sup>th</sup> day of the following month, i.e., as an illustrative example only, the June 2013 monthly report will be sent to the LACMTA project manager by July 25, 2013.

B. Such monthly report shall describe any and all areas of concern, including problems causing delays, proposed solutions and next steps including actions requiring approval of Recipient and LACMTA Boards.

C. If a potential cost overrun is identified, the monthly report shall include a recovery proposal, which may include, without limitation, a re-scope of the Projects or the Bikeway Project, as applicable.

### 5.3 Quarterly Reports.

A. Recipient shall also provide quarterly reports in person to the LACMTA Board on the state of the Expo Project Phase 2 and the Bikeway Project consistent with the information contained in the Monthly Reports along with additional information describing schedule and cost variances from the last quarter, including impacts of the performance towards key milestones or increases to their respective Life-Of-Project (LOP) Budgets.

B. Such quarterly report shall also describe any and all major problems, as described above, areas of concern, proposed solutions and next steps including actions requiring approval of the Boards of Directors of Recipient and of LACMTA.

C. If a potential cost overrun is identified, the quarterly report shall include a recovery proposal, which may include, without limitation, a re-scope of the Projects or the Bikeway Project, as applicable.

5.4 LACMTA shall be responsible for submitting a request for an increase in the LACMTA Project Costs beyond the estimate set forth in Part II, Section 7.4 in accordance with that Section, and shall not require a request from Recipient for any such increase.

## 6. AUDIT REQUIREMENTS:

6.1 LACMTA, and/or its designee, shall have the right to conduct annual audits and a final audit of Recipient as it concerns the Expo Project Phase 2 and the Bikeway Project. In addition to the foregoing, LACMTA, and/or its designee, shall have the right to conduct an audit of Recipient in the event of a change (or requested change) in the amount of the Funds or the Bikeway Funds, or if the LACMTA Board of Directors determines that an expenditure of funds in violation of this Agreement is likely to have occurred and directs LACMTA to conduct such audit. LACMTA shall commence a final audit within nine months of receipt of an acceptable final invoice, provided the Expo Project Phase 2 or Bikeway Project is ready for final audit (meaning all costs and charges have been paid by Recipient and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the Agreement period under review). Recipient agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). Recipient shall reimburse LACMTA for any expenditure made in violation of this Agreement; such reimbursement shall be made by LACMTA deducting the amount of the disallowed expenditure from the remaining balance of the Funds. The allowability of costs for Recipient's own expenditures submitted to LACMTA for the Expo Project Phase 2 or Bikeway Project shall be in compliance with Office of Management and Budget ("OMB") Circular A-87 except that the costs described in OMB Circular A-87 and listed on **Attachment I** (the "Extra Allowable Cost List") shall also be allowable costs. Costs that are not specifically identified as an unallowable cost in OMB Circular A-87 plus those costs on the Extra Allowable Cost List shall be permissible expenditures under this Agreement if such costs are not otherwise prohibited by this Agreement. OMB Circular A-87, as modified by allowing costs set forth in the Extra Allowable Cost List shall be hereinafter referred to as "Modified OMB A-87". The allowability of costs for

Recipient's contractors, consultants and suppliers expenditures submitted to LACMTA through Recipient's Monthly Progress Reports/Expenditures shall be in compliance with Modified OMB A-87 or Federal Acquisition Regulations Subpart 31 (whichever is applicable). Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Notwithstanding the foregoing, when business travel associated with the Expo Project Phase 2 or the Bikeway Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.2 Recipient's records, including without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence reasonably necessary for LACMTA to substantiate charges related to the Expo Project Phase 2 and the Bikeway Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent necessary for LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records necessary for LACMTA to evaluate and verify, direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Expo Project Phase 2 and the Bikeway Project. These records must be retained by Recipient for three years following final payment under this Agreement. Recipient shall include language in its contracts with contractors, consultants, and suppliers requiring them to comply and cooperate with the requirements of this **Section 6.2**.

6.3 LACMTA and its duly authorized representatives, upon reasonable written notice shall be afforded reasonable access to all of the records of Recipient regarding all activities in completing the Scope of Work, the Bikeway Scope of Work and all costs incurred therefor, to the extent reasonably practicable. Recipient shall include language in its contracts with contractors, consultants, and suppliers requiring them to allow LACMTA reasonable access to all of the records of the contractor, consultant, or supplier regarding all activities in completing the Scope of Work, the Bikeway Scope of Work and all costs incurred therefor to the extent reasonably practicable.

6.4 In connection with the exercise of its audit rights in accordance with this **Section 6**, LACMTA and its duly authorized representatives, upon reasonable written notice, shall have access to the offices of Recipient, and its contractors, consultants, and suppliers shall have access to all reasonably necessary records, including reproduction (at no charge to LACMTA), and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

6.5 LACMTA or their representative shall, upon completion of the audit, present the preliminary audit findings and recommendations to Recipient. A draft audit report shall be provided to Recipient for review and comments. Recipient shall provide LACMTA written



comments as to acceptance or rejection of audit findings within 45 days after Recipient's receipt of the draft audit report.

6.6 All LACMTA audit findings are subject to dispute resolution in accordance with **Part II, Section 12.2**. When LACMTA final audit findings require Recipient to return any Funds or Bikeway Funds to LACMTA, and to the extent Recipient does not dispute such findings, LACMTA shall withhold the amount equivalent to the disallowed expenditures from the amount available for disbursement to Recipient in the next fiscal year after the final audit findings are sent to Recipient. To the extent Recipient disputes such final audit findings, and such dispute is resolved in LACMTA's favor, LACMTA shall withhold the amount equivalent to the disallowed expenditures from the amount available for disbursement to Recipient in the next fiscal year after such resolution.

6.7 Recipient and /or its designee shall be responsible for performing cost audits of contractors, consultants, and suppliers regarding activities in completing the Scope of Work with contracts exceeding \$650,000, or the Federal audit threshold, whichever is greater. Such audits will be conducted by a CPA firm and done in compliance with Government Auditing Standards. The audits will audit the costs to verify compliance to Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and this Agreement. To avoid duplication of efforts, LACMTA shall have access to Recipient's auditors' work.

6.8 Notwithstanding anything in this Agreement to the contrary, the provisions of this **Part II, Section 6** shall not apply to any contractor, consultant, or supplier performing work pursuant to (i) a fixed-rate or time and materials contract (except for any cost reimbursement portion of the contract) or (ii) a fixed price contract that has been procured competitively or (iii) third party Betterments which are paid in full by a third party; provided, however, that **Part II, Section 6** shall apply to the costs and records of any contractor, consultant, and supplier to the extent that such costs and records directly relate to a change order, claim, or formal dispute which exceeds the Federal audit threshold.

6.9 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds or Bikeway Funds from future disbursement if the LACMTA audit has determined that Recipient failed to comply with the Scope of Work or Bikeway Scope of Work (such as misusing Funds or Bikeway Funds or failure to return Funds or Bikeway Funds owed to LACMTA in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions of this Agreement, including the access to Recipient records provisions of **Part II, Section 6**. LACMTA may withhold the funds only if the decision of the LACMTA is upheld upon completion of the dispute resolution process set forth in **Part II, Section 12.2**.

6.10 Recipient shall review all contractor and subcontractor costs monthly and shall certify monthly to LACMTA that the contractor's and subcontractor's expenses are in compliance with their respective terms and conditions and the terms and conditions of this Agreement. For consultants, or cities and other agencies, who are hired using cost reimbursable or labor rate agreements, Recipient shall review the consultants, cities or other agencies invoices and certify that all expenditures are allocable, allowable and reasonable and in accordance with their

contract terms and conditions and Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this agreement.

6.11 Recipient shall also certify monthly to LACMTA that Recipient's costs of the Expo Project Phase 2 and the Bikeway Project are in compliance with Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

6.12 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on Recipient's own records and audit work, and minimize direct audit of contractors, consultants, and suppliers.

7. LACMTA PROJECT COSTS:

7.1 LACMTA shall incur costs and expenses for the Projects as set forth below in Part II, Section 7.3 (the "LACMTA Project Costs"). LACMTA time spent on the Bikeway Project shall be paid from the Annual Expo Budget as authorized by Recipient in the annual budget process.

7.2 To the extent LACMTA incurs LACMTA Project Costs during the year, as approved by the LACMTA project manager for Expo Project Phase 2, such amounts shall be drawn down against the Annual LACMTA Project Cost Budget. Under no circumstances, however, shall LACMTA withhold an aggregate amount more than the \$252,185,835 (plus any increases in that amount that may be authorized pursuant to Section 7.4A) without prior approval by Recipient's Board and the LACMTA Board.

7.3 Funds allocated to pay for the LACMTA Project Costs, including all interest thereon, are to be used by LACMTA for the following LACMTA Project Costs:

A. Except as set forth in Part II, Section 7.5, LACMTA staff time, consultant costs and other direct and indirect costs involved in design review, construction review, construction support, training in rail operations and rail activation, construction project management oversight, safety outreach program, communications (Art Program, Signage design review, Media/Events), audit, corporate safety, legal (County Counsel time only), rail operations, pre-revenue testing, rail activation and start up activities associated with Phase 2, vertical transportation, radio and TPSS (all to the degree not already provided by Recipient through mutual agreement with LACMTA). Recipient and LACMTA commit to an efficient use of staff resources, with a designated point of contact for each category of activities and minimizing redundant review and comments, and each party shall ensure the timely delivery of comments to the other party. Recipient shall provide LACMTA the annual City of LA work plan to coordinate staffing needs.

B. Cost and expense for LACMTA to design and construct a new body repair and painting facility at a location to be determined by LACMTA. Since the O & M Facility to be provided as part of Expo Project Phase 2 will not include a body and paint shop, the costs for the new body and paint facility are included as part of the LACMTA Project Costs.

C. To ensure uniformity of major equipment and to ensure compatibility with the existing rail system, LACMTA shall hold back funds to purchase equipment needed for system operation, including:

1. Ticket Vending Machines/Stand Alone Validators/Fare Gates;
2. Base Stations and Portable Radios;
3. Traction Power substations; and
4. Other equipment as determined during the course of design and construction as mutually agreed to by the parties.
5. Non-Revenue Equipment/Vehicles to support LACMTA operations and maintenance department expansion resulting from the new rail line and O&M Facility.

D. Recipient's share of the cost to expand LACMTA's Rail Operations Center (ROC) which shall be an amount based on the proportionate share of the ROC devoted to operation of Expo Project Phase 2, and in any event shall not exceed \$2 million.

E. LACMTA's procurement of 47 light rail vehicles for LACMTA's light rail system, including a portion of LACMTA oversight and consultant costs, spare parts, tools & special equipment, and carbuilder non-recurring costs;

7.4 A. The initial amount of LACMTA Project Costs (for the period from FY2011 through FY2016) is estimated to be \$252,185,835 (composed of \$50,085,835 for the Expo Project Phase 2 and \$202,100,000 for the LRV Project). This estimated LACMTA Project Costs along with the annual LACMTA Project Cost Budget shall be reviewed annually during the Annual Review. If LACMTA Project Costs exceed \$252,185,835, the LACMTA, subject to Recipient approval, which approval shall not be unreasonably withheld, shall request authority for additional funds (in excess of the amount set forth in Part I, Section 2 of this Agreement) from the LACMTA Board. If increases to the LACMTA Project Costs are approved by Recipient and the LACMTA Board, and LACMTA Project Costs exceed such approved increased LACMTA Project Costs amount, then LACMTA, subject to Recipient's approval, which approval shall not be unreasonably withheld, shall request authority for additional funds from the LACMTA Board. LACMTA shall make good faith efforts to cause actual LACMTA Project Costs to be less than the estimated amount. If upon the completion of the Projects, LACMTA Project Costs are less than \$252,185,835 plus any increases that may be authorized pursuant to this Agreement, the amount of any LACMTA Project Costs savings shall be made available to Recipient, for any permissible expenses that remain unpaid.

B. If LACMTA intends to use a consultant or contractor to implement all or part of its obligations pursuant to this Agreement, LACMTA shall procure such activities in accordance with LACMTA's contracting procedures and consistent with applicable State law.



C. When business travel is charged as an LACMTA Project Cost and requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

7.5 Other than as set forth in Part II, Section 7.3A above, LACMTA Project Costs shall not include any other LACMTA functional labor groups which may provide services as requested by Recipient in connection with Expo Project Phase 2. Such groups not included in the LACMTA Project Costs include, without limitation, real estate, building services, contract administration, customer relations, insurance/risk management, construction safety, project management support in the procurement, design and construction of the O&M Facility, ITS, or outside counsel legal costs. To the extent Recipient needs services from these other functional labor groups in any fiscal year, LACMTA and Recipient shall negotiate for such services on an annual basis. The LACMTA labor costs described in this section shall be paid from the Annual Expo Budget.

7.6. A. In addition to the Expo 2 LACMTA Project Cost value stated above, the Recipient shall reserve \$4,500,000 in its current budget as "Allocated LACMTA Contingency". The Allocated LACMTA Contingency is a supplement to LACMTA Project costs in the areas of Rail Operations, Rail Activation and Opening Events. The Allocated LACMTA Contingency shall be reserved solely for LACMTA's use if necessary and Recipient shall not spend the Allocated LACMTA Contingency unless otherwise agreed to in writing by both parties.

B. LACMTA shall provide information to Recipient on a yearly basis regarding its use of holdback funds and shall make every effort to keep its costs for Rail Operations and Rail Activation within the holdback amounts. To access the Allocated LACMTA Contingency, LACMTA shall provide Recipient with written notice of its need for the Allocated LACMTA Contingency along with documents which support the necessity to expend more than the allotted value(s) stipulated in the holdback of LACMTA Project Costs in these areas. If the Recipient disputes all or any portion of LACMTA's need for the Allocated LACMTA Contingency, the Recipient shall initiate the dispute resolution procedure set forth in Part II, Section 12.2 for such disputed portion. Within 30 days of receipt of such notice, Recipient shall transfer the requested undisputed amounts to LACMTA and to the extent the dispute resolution process resolves in LACMTA's favor, Recipient shall transfer the requested disputed amounts to LACMTA within 30 days of the resolution. Any Allocated LACMTA Contingency received by LACMTA shall become LACMTA Project Costs.

C. LACMTA shall provide written notice if and when it no longer requires the Allocated LACMTA Contingency and if there are still funds remaining, such LACMTA written notice shall authorize Recipient to release such remaining funds to Unallocated Contingency.

7.7 The allowability of costs for LACMTA's own expenditures as LACMTA Project Costs shall be in compliance with Modified OMB A-87. The allowability of costs for LACMTA's contractors, consultants and suppliers shall be in compliance with Modified OMB A-87 or Federal Acquisition Regulations Subpart 31, whichever is applicable.



7.8 Recipient, and/or its designee, shall have the right to conduct annual and a final audit of the LACMTA Project Costs. Alternatively, Recipient may rely on the annual and final Measure R audit completed by LACMTA. Recipient will commence a final audit (if any) within six months of receipt of LACMTA's written notice that the LACMTA Project Costs are ready for final audit (meaning all costs and charges have been paid by LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the Agreement period under review). LACMTA agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). LACMTA shall not use the Funds for any expenditure not in compliance with **Part II, Section 7.3** and/or not in compliance with other terms and conditions of this Agreement. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by Recipient's audit.

7.9 LACMTA's records shall include, without limitation, LIMS reports, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence reasonably necessary for Recipient to substantiate charges related to the LACMTA Project Costs (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by Recipient auditors or authorized representatives to the extent necessary for Recipient to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records necessary for Recipient to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the LACMTA Project Costs. These records must be retained by LACMTA for three years following final payment for LACMTA Project Costs. LACMTA shall include language in its contracts with contractors, consultants, and suppliers requiring them to comply and cooperate with the requirements of this **Section 7.9**.

7.10 Recipient and its duly authorized representatives, upon reasonable written notice shall be afforded reasonable access to all of the records of LACMTA related to the LACMTA Project Costs to the extent reasonably practicable. LACMTA shall include language in its contracts with contractors, consultants, and suppliers requiring them to allow Recipient reasonable access to all of the records of the contractor, consultant, or supplier related to the LACMTA Project Costs to the extent reasonably practicable.

7.11 Recipient and its duly authorized representatives, upon reasonable written notice, shall have access to the offices of LACMTA, shall have access to all necessary records, including reproduction (at no charge to Recipient), and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement as they relate to audits of LACMTA Project Costs.

7.12 Recipient or their representative shall, upon completion of the audit, present the preliminary audit findings and recommendations to the LACMTA. A draft audit report shall be provided to LACMTA for review and comments. LACMTA shall provide Recipient written comments as to acceptance or rejection of audit findings within 90 days after LACMTA's receipt of draft audit report.

7.13 All Recipient audit findings are subject to dispute resolution in accordance with the dispute resolution process set forth in **Part II, Section 12.2**. When Recipient's final audit findings require LACMTA to return any Funds to Recipient, and to the extent LACMTA does not dispute such findings, LACMTA shall return the undisputed monies within thirty (30) days after that final audit is sent to LACMTA. To the extent LACMTA disputes such final audit findings, and such dispute is resolved in Recipient's favor, LACMTA shall return such disputed Funds to Recipient within thirty (30) days after such resolution. For purposes of this section, LACMTA return of the disputed Funds does not entail actually providing the disputed Funds to Recipient. LACMTA return of the disputed Funds shall mean the disputed funds are not eligible as LACMTA Project Costs and therefore LACMTA shall not reimburse such disputed expenses with the Funds.

7.14 LACMTA and /or its designee shall be responsible for performing costs audits of contractors, consultants, and suppliers regarding expenditures charged as LACMTA Project Costs with contracts exceeding \$650,000, or the Federal audit threshold, whichever is greater. Such audits shall be conducted by a CPA firm or LACMTA audit department and done in compliance with Government Auditing Standards. The audits will audit the costs to verify compliance to Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and this Agreement. To avoid duplication of efforts, Recipient shall have access to LACMTA's auditors' work.

7.15 Notwithstanding anything in this Agreement to the contrary, the provisions of this **Part II, Section 7** shall not apply to any contractor, consultant, or supplier performing work pursuant to (i) a fixed-rate or time and materials contract (except for any cost reimbursement portion of the contract) or (ii) a fixed price contract that has been procured competitively; provided, however, that **Part II, Section 7** shall apply to the costs and records of any contractor, consultant, and supplier to the extent that such costs and records directly relate to a change order, claim, or formal dispute.

7.16 LACMTA shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of the Agreement.

7.17 LACMTA shall also certify final costs of the LACMTA Project Costs to ensure all costs are in compliance with Modified OMB A-87 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of the Agreement.

7.18 Whenever possible, in exercising its audit rights under this Agreement, Recipient shall rely on LACMTA's own records and audit work, and minimize direct audit of contractors, consultants, and suppliers.

## 8. SOURCES AND DISPOSITION OF FUNDS:

8.1 LACMTA and Recipient shall work cooperatively to fund and secure commitments for the 3% local contribution, as identified in the Project Funding, towards the cost of the Projects, provided, however such cooperation shall not obligate LAMCTA to provide all



or any portion of the 3% local contribution. Once the 3% local contribution of \$45,334,740 has been secured, LACMTA will acknowledge that the 3% local contribution obligation contemplated in the Measure R Ordinance's expenditure plan has been met. If all or any portion of the 3% contribution is not secured, both the Recipient's portion of the Expo Project Phase 2 budget and the LACMTA Project Costs shall each be reduced by the percentage ratio equal to the amount of the local contribution that has not been secured to the \$1,511,158,000. For purposes of this Agreement, "local funds" shall mean cash or in-kind contributions from any of the jurisdictions adjacent to the ROW. Where in-kind contributions include land donations, the appraised value of land will be used to calculate the value of such in-kind contribution; provided, however, land provided by LACMTA does not count toward the local funds.

8.2 If the Funds identified in Project Funding (**Attachment D**) are insufficient to complete the Projects, Recipient shall comply with the Cost Management Policy. LACMTA shall be responsible for all costs relating to Betterments requested by LACMTA and as defined in the MCA, from sources other than the Funds.

8.3 Recipient shall be eligible for the Expo Fund Amount as specified in **Part I, Section 2** of this Agreement.

8.4 If Recipient receives outside funding for the Projects in addition to the Funds identified in the Project Funding as of the date of this Agreement, **Attachment D** of this Agreement shall be revised to show such additional funding. Recipient may not make any change to the Project Funding that would require an increase in the amount of the Funds without LACMTA's written approval; Recipient may make changes to the Grantee/Sponsor Match without LACMTA approval.

8.5 Any cost under runs to the Programmed Budget shall be apportioned between LACMTA and the jurisdiction that contributed toward the 3% local contribution.

8.6 This is a onetime only allocation, subject to the terms and conditions agreed to herein.

8.7. With regard to the Bikeway Project, LACMTA has entered into separate agreements with the City of Los Angeles to provide \$11,885,000 and the City of Santa Monica to provide \$2,690,000 for their respective funding for the Bikeway Project. In addition, LACMTA shall be providing \$1,527,170 in LTF funds toward the Bikeway Project. Payments for Betterments or other improvements requested by the applicable City shall be handled directly between the applicable City and Recipient. ( Any cost overruns associated with the Bikeway Project shall be provided by the City of Los Angeles or the City of Santa Monica, as set forth in their respective funding agreements for the Bikeway Project.) Recipient shall not expend more than \$16,102,170 without LACMTA, the City of Los Angeles and/or the City of Santa Monica's prior written approval, as applicable.

9. DEFAULT: Recipient's material failure to comply with the terms and conditions contained herein and/or in the Ordinance shall constitute a Default.

10. REMEDIES:

10.1 In the event of a Default by Recipient, LACMTA shall provide written notice of such Default to Recipient with a 60-day period to cure the Default. In the event Recipient or its designee fails to cure the Default within the 60-day period, or if the nature of the Default is such that more than 60-days are reasonably required for its cure, Recipient or its designee has not commenced a cure within the 60-day period and thereafter diligently prosecuted such cure to completion, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement with LACMTA Board approval; (ii) LACMTA may make no further disbursements of Funds to Recipient; and/or (iii) LACMTA may recover from Recipient any Funds disbursed to Recipient and used in material breach of this Agreement, as allowed by law or in equity. Any disputes over the existence of a Default or the cure of the Default shall be resolved pursuant to the dispute resolution process set forth in **Part II, Section 12.2**.

10.2 Effective upon receipt of written notice of termination from LACMTA, Recipient shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds or Bikeway Funds expended after termination shall be the sole responsibility of Recipient.

11. RECOGNITION OF MEASURE R FUNDING:

11.1 Recipient shall ensure that Communication Materials contain recognition of LACMTA's contribution to the Expo Project Phase 2 and the Bikeway Project. For purposes of this Agreement, "Communications Materials" shall mean websites, signage on Expo Project Phase 2 and Bikeway Project construction sites, and major public information materials regarding the Expo Project Phase 2.

11.2 Recipient shall ensure that at a minimum, Communications Materials shall include (i) the phrase "A Measure R project funded by Metro"; and (ii) the Metro logo. Further guidance on acknowledging LACMTA contribution is provided in the Communications Materials guidelines available from the LACMTA Communications Division.

11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the LACMTA Communications Division.

11.4 Recipient shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Expo Project Phase 2 and/or Bikeway Project Communications Materials shall comply with the requirements contained in this **Section 11**.

12. OTHER TERMS AND CONDITIONS:

12.1 This Agreement, along with its Attachments, and the MCA, constitute the entire understanding between the parties with respect to the subject matter herein. The Agreement

shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the Chief Executive Officers of the parties, or their designees.

12.2 All disputes under this Agreement shall be resolved by the Chief Executive Officers of LACMTA and Recipient. If the Chief Executive Officers are unable to resolve the matter, either Party may institute legal action to recover damages for any default, or to obtain specific performance or to pursue any other rights or remedy available to it at law or in equity. Such legal actions must be instituted in the Superior Court of the County of Los Angeles, State of California.

12.3 Intentionally Omitted

12.4 In the event that there is any court proceeding between the parties to enforce or interpret this Agreement, or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

12.5 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, lawsuit seeking to restrain, enjoin, challenge or delay construction of the Projects and government acts if such cause is beyond the reasonable control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement. Notwithstanding anything to the contrary in this Agreement, in the event of a delay due to a Force Majeure case, an extension of time for any such cause shall be for the period of time reasonable in light of the enforced delay.

12.6 The schedule included in **Attachment B** hereto shall be extended by the period of time commensurate with any extension of time under the Contract(s) (as that term is defined in the MCA) resulting from Force Majeure (as that term is defined in the applicable Contract(s)).

12.7 Recipient shall comply with and insure that work performed under this Agreement is done and accounted for in compliance with Generally Accepted Accounting Principles (GAAP), and all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and Modified OMB A-87 or Federal Acquisition Regulations Subpart 31 (whichever is applicable), and the applicable requirements in the MCA. Recipient acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations.

12.8 The Parties acknowledge that the insurance and indemnification obligations of Recipient relating to the Expo Project Phase 2 and the Bikeway Project are set forth in the MCA.

12.9 Recipient agrees that the applicable requirements of this Agreement shall be included in every contract entered into by Recipient or its contractors relating to work performed under this Agreement. For purposes of this **Part II, Section 12.9**, the applicable requirements are **Part II, Sections 3.3, 3.6, Section 6** (to the extent applicable), **Section 11**, and **Section 12.7** (exclusive of the reference to Modified OMB A-87).



12.10 Recipient shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without that consent shall be void and unenforceable.

12.11 This Agreement shall be governed by California law.

12.12 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.13 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.14 If any software is developed with the Funds and if Recipient ceases to use the software/ for public purposes or Recipient sells, conveys, licenses or otherwise transfers the software, LACMTA shall be entitled to a refund or credit, at LACMTA's sole option, equivalent to the amount of the Funds spent developing the software. Such refund or credit shall not be required if Recipient reinvests the proceeds of such sale, conveyance, license or transfer into the Projects.

12.15 Parking facilities are part of the Expo Project Phase 2 and shall be designed and/or constructed using the Funds. Recipient shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see [www.metro.net/projects\\_studies/call\\_projects/other\\_resources.htm](http://www.metro.net/projects_studies/call_projects/other_resources.htm).

12.16 Notice shall be given to the parties at the address specified in **Part I, Section 18** unless otherwise notified in writing of change of address.

12.17 Recipient in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. Recipient attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. Recipient shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

12.18 Time is of the essence in connection with each and every provision of this Agreement. Both parties agree to diligently and expeditiously: (i) process all requests from the other party made pursuant to the provisions of this Agreement, and (ii) take all actions required by this Agreement.

12.19 This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. Photocopies of this Agreement may be used as originals.

12.20 Facsimile copies of signatures on this Agreement shall be deemed valid and original.

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## **ATTACHMENT A**

### **Description of Expo Project Phase 1**

Expo Project Phase 1 is approximately 8.6 miles long, extending from Downtown Los Angeles to Culver City. It has 12 stations consisting of two existing stations (7<sup>th</sup>/Metro Center and Pico) and ten new stations (23<sup>rd</sup> Street, Jefferson/USC, Expo Park/USC, Vermont, Western, Crenshaw, Farmdale, La Brea, La Cienega and Culver City). Three of the new stations (La Brea, La Cienega and Venice/Robertson) are aerial. The stations are high-level center and side platform stations.

Expo Project Phase 1 operates in a dual track configuration in Flower Street and Exposition Right-of-Way corridor. Electric power to operate comes from overhead power lines within the street or Exposition Right-of-Way.

Expo Project Phase 1 includes a bicycle facility consisting of a combination of an off-street bike path and reserved on-street bike lanes from Vermont to Wesley Street in Culver City



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## **ATTACHMENT B**

### EXPO PROJECT PHASE 2

#### Scope of Work

The Expo Project Phase 2 will provide a light rail transit service linking the cities of Los Angeles, Culver City and Santa Monica. The Expo Project Phase 2 includes approximately 6.6 miles of double light rail main track; new bridges and/or improvements to existing bridges; retaining walls and sound walls; embankment improvements; track drainage and storm water improvements, seven passenger stations; parking structures and surface parking lots, traction power substations and catenary system; train control equipment; grade crossings and adjacent roadway improvements; station equipment; wayside equipment; communications equipment; landscaping; a maintenance facility; and all related appurtenances, accessories, subsystems, documentation, procedures, spare parts, manuals and special tools.

A general overview of the Expo Project Phase 2 alignment is provided below:

#### Venice Blvd Bridge

This section of the alignment begins at the existing Culver City Station and is approximately 0.1 miles. This portion of the alignment runs over a bridge structure across Venice Blvd.

This segment of the Expo Project Phase 2 has no passenger stations.

#### Venice Blvd Bridge to the West of Motor Avenue

This section of the alignment is approximately 1.2 miles and runs mainly above grade on existing embankment, with structures at National Boulevard, and Motor Avenue. This section of the alignment will provide a 3-car siding.

The alignment in this section includes a gated, at-grade crossing at Bagley Avenue.

There is one station in this segment of the Project: National/Palms, which is more particularly described as follows:

#### National/Palms Station:

The National/Palms station is located on an embankment above the adjacent Exposition Blvd, with a center platform and is accessed via elevators and stairs. The station is located immediately west of the National Boulevard grade-separated crossing. There will be no provision for parking.

#### West of Motor Avenue to East of Overland Avenue

This section of the alignment is approximately 0.7 miles and runs mainly within an existing trench, with the exception of an existing box structure under the I-10 Freeway. The alignment in

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this section is considered as having restricted access for Emergency Responders.

There are no stations in this segment of the Expo Project Phase 2.

#### East of Overland Avenue to the East of 17<sup>th</sup> Street

This section of the alignment is approximately 3.5 miles with structures at Sepulveda, Sawtelle Blvd/Pico Blvd, Bundy Drive/Centinela Ave, and Cloverfield Blvd/Olympic Blvd.

The alignment in this section includes gated, at-grade crossings at Overland Avenue, Westwood Blvd, Military Avenue, Barrington Avenue, Stewart Street, 26<sup>th</sup> Street, 20<sup>th</sup> Street, and 19<sup>th</sup> Street.

There are four stations in this segment of the Expo Project Phase 2: Westwood, Sepulveda, Bundy, and 26<sup>th</sup>/Olympic, which are more particularly described as follows:

#### Westwood Station:

The Westwood station is an at-grade station, with a center platform and an ADA-compliant ramp. The station is located immediately east of the Westwood Blvd at-grade crossing. No Metro parking lot is provided but a Kiss N Ride facility is provided off of Westwood Blvd as well as a neighborhood parking lot.

#### Sepulveda Station:

The Sepulveda station is an aerial center-platform station and is accessed via elevators and stairs. There will be a parking structure with approximately 260 spaces.

#### Bundy Station:

The Bundy station is an aerial station above Bundy Drive, with a center platform and is accessed via elevators and stairs. There will be a surface parking lot with approximately 250 spaces.

#### 26<sup>th</sup>/Olympic Station:

The 26<sup>th</sup>/Olympic station is an at-grade station, with side platforms and ADA-compliant ramps. The station is located immediately east of the 26th Street at-grade crossing. There will be no provision for parking.

#### East of 17<sup>th</sup> Street to the 4<sup>th</sup> Street Terminus

This section of the alignment is approximately 1.1 miles and runs mainly at-grade in the median of Colorado Blvd.

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The alignment in this section is street-running and includes ungated, at-grade crossings at Colorado and each of the following intersections: 17<sup>th</sup> Street, 14<sup>th</sup> Street, 11<sup>th</sup> Street, Lincoln Blvd, 7<sup>th</sup> Street, 6<sup>th</sup> Street and 5<sup>th</sup> Street.

There are two stations in this segment of the Expo Project Phase 2: Colorado/17<sup>th</sup> Street, and Colorado/4<sup>th</sup> Street, which are more particularly described as follows:

Colorado/17th Street Station:

The Colorado/17<sup>th</sup> Street station is an at-grade station, with a center platform and ADA-compliant ramps and 2<sup>nd</sup> entrance. The station is located immediately west of the 17th Street at-grade crossing. There are provisions for parking.

Colorado/4th Street Station:

The Colorado/4<sup>th</sup> Street station is an at-grade station, with two center platforms and ADA-compliant ramps. The station is located between 4<sup>th</sup> Street and 5<sup>th</sup> Street. There will be no provision for parking.

Operations & Maintenance Facility

The Expo Project Phase 2 includes the design and construction of an Operations & Maintenance (O&M) Facility. The O&M Facility is to be designed and built to meet the maintenance needs of the light rail vehicles (LRV) required to operate the Expo Project. The O&M Facility shall conform to the following description:

The O&M Facility will accommodate daily servicing and cleaning, inspection and repairs and storage of the LRVs.

Maintenance Shop for:

- LRV repair areas with maintenance pits, vehicle hoists, overhead lifting equipment and high-bay maintenance platforms
- Component repair shops
- Machine shop
- Parts cleaning facility
- Welding shop
- Vehicle Blow Down
- Wheel Truing

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- Battery shop
- Pantograph shop
- Wheel and axle shop
- Parts and equipment storage area
- Offices, training room, locker rooms, and administration areas
- Operations control center

Maintenance Yard for:

- LRV storage
- Enclosed car wash with blowers
- Cleaning platform
- Maintenance of Way vehicle storage
- Traction Power Substation (TPSS)
- Employee parking
- Automatic sanding facility

Maintenance Shop:

The Primary Maintenance and Administration building (i.e. Maintenance Shop) will be two stories in height, with a building footprint of approximately 51,000 square feet and a total area of approximately 78,000 square feet. The building will be built of pre-cast concrete block or metal panels and glass. The building will house three service tracks each of which could hold a 3-car train set. The remainder of the building would have two usable floors for parts storage, offices, and other activities as required.

Maintenance Yard:

The yard will have six storage tracks, each with sufficient length to store two to three 3-car train sets. Trains can also park in the shop building, on the shop leads (i.e. the tracks leading to the shop building), on the cleaning and wash tracks, and on the run-around track. In addition, the west yard leads (i.e. the tracks leading from the mainline to the yard) has sufficient length for a 3-car train set. In total, the maintenance facility will accommodate 43 to 45 LRVs without

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compromising efficiency. Entry to the yard will be from two driveways. Surface parking will be provided in the yard. A TPSS will be located in the yard.

A Conceptual Site Plan of the O&M Facility is attached hereto as Exhibit B-1.

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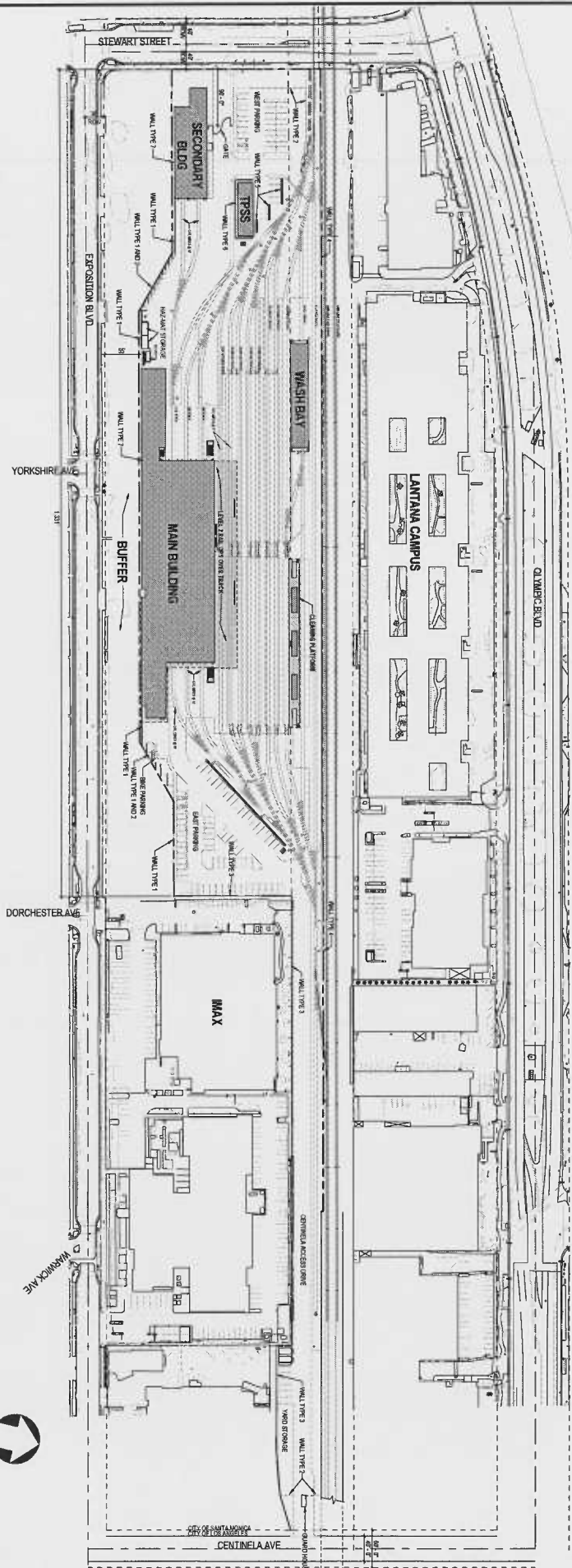
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## EXPO PROJECT PHASE 2

### MILESTONES/SCHEDULE

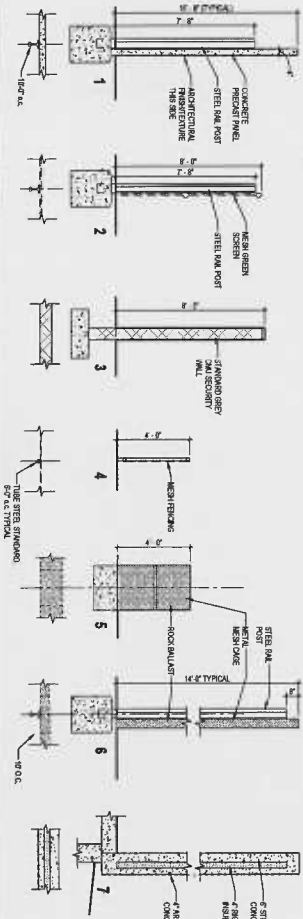
Following are the agreed upon Project milestones, and a schedule for achieving those milestones.

MILESTONES	TARGET DATES
<b>Alignment Design/Build Contract</b>	
Award Contract	May 2011
Substantial Completion	December 2015
Test Track Ready	August 2015
CPUC Approval of Safety Certification	May 2016
ROD May 2016	May 2016
<b>Operations &amp; Maintenance Facility Contract</b>	
Award Contract	May 2013
Substantial completion	March 2015
<b>Bikeway Contract</b>	
Award Contract	June 2013
Substantial completion	December 2015
<b>LRV Contract</b>	
Notice to Proceed	August 2012
Delivery of vehicles required for pre-revenue service	February 2016
Delivery of vehicles required to achieve ROD	May 2016



ARCHITECTURAL SITE PLAN - OVERALL

SITE WALL TYPES



**WALL TYPE 1** - 8" STRUCTURAL CONCRETE PRECAST CONCRETE PANEL WALL IN STEEL RAIL FOOT SUPPORT STRUCTURE ARCHITECTURAL FINISH ON ONE SIDE

**WALL TYPE 2** - 8" STRUCTURAL CONCRETE PRECAST CONCRETE PANEL WALL IN STEEL RAIL FOOT SUPPORT STRUCTURE ARCHITECTURAL FINISH ON ONE SIDE

**WALL TYPE 3** - 8" STRUCTURAL CONCRETE PRECAST CONCRETE PANEL WALL IN STEEL RAIL FOOT SUPPORT STRUCTURE ARCHITECTURAL FINISH ON ONE SIDE

**WALL TYPE 4** - 8" STRUCTURAL CONCRETE PRECAST CONCRETE PANEL WALL IN STEEL RAIL FOOT SUPPORT STRUCTURE ARCHITECTURAL FINISH ON ONE SIDE

**WALL TYPE 5** - 8" STRUCTURAL CONCRETE PRECAST CONCRETE PANEL WALL IN STEEL RAIL FOOT SUPPORT STRUCTURE ARCHITECTURAL FINISH ON ONE SIDE

**WALL TYPE 6** - 8" STRUCTURAL CONCRETE PRECAST CONCRETE PANEL WALL IN STEEL RAIL FOOT SUPPORT STRUCTURE ARCHITECTURAL FINISH ON ONE SIDE

**WALL TYPE 7** - 8" STRUCTURAL CONCRETE PRECAST CONCRETE PANEL WALL IN STEEL RAIL FOOT SUPPORT STRUCTURE ARCHITECTURAL FINISH ON ONE SIDE

LEED GENERAL NOTES

1. DESIGN FOR ALL ACTIVITIES ACCORDING TO THE PROJECT PROGRAM.
2. VERIFY ALL OCCUPANCY LOADS WITH THE PROJECT ARCHITECT.
3. VERIFY ALL OCCUPANCY LOADS WITH THE PROJECT ARCHITECT.
4. VERIFY ALL OCCUPANCY LOADS WITH THE PROJECT ARCHITECT.
5. VERIFY ALL OCCUPANCY LOADS WITH THE PROJECT ARCHITECT.
6. VERIFY ALL OCCUPANCY LOADS WITH THE PROJECT ARCHITECT.
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9. VERIFY ALL OCCUPANCY LOADS WITH THE PROJECT ARCHITECT.
10. VERIFY ALL OCCUPANCY LOADS WITH THE PROJECT ARCHITECT.

<p>30% DESIGN SUBMITTAL 12/22/11</p>	
<p>EXPLO RAIL OPERATIONS AND MAINTENANCE FACILITY ARCHITECTURAL SITE PLAN - OVERALL</p>	
<p>333 SOUTH GRAND AVE SUITE 1400 LOS ANGELES, CA 90071</p>	
<p>12/22/11</p>	
<p>EXPLO RAIL OPERATIONS AND MAINTENANCE FACILITY ARCHITECTURAL SITE PLAN - OVERALL</p>	
<p>333 SOUTH GRAND AVE SUITE 1400 LOS ANGELES, CA 90071</p>	
<p>12/22/11</p>	
<p>EXPLO RAIL OPERATIONS AND MAINTENANCE FACILITY ARCHITECTURAL SITE PLAN - OVERALL</p>	
<p>333 SOUTH GRAND AVE SUITE 1400 LOS ANGELES, CA 90071</p>	
<p>12/22/11</p>	
<p>EXPLO RAIL OPERATIONS AND MAINTENANCE FACILITY ARCHITECTURAL SITE PLAN - OVERALL</p>	
<p>333 SOUTH GRAND AVE SUITE 1400 LOS ANGELES, CA 90071</p>	
<p>12/22/11</p>	



## ATTACHMENT C

### **Description of the Bikeway Project**

#### **Description of the Bikeway Project**

The Expo Phase 2 Bikeway Project starts at the west bridge abutment at the Venice/Exposition intersection in Los Angeles and ends in Santa Monica at the 17<sup>th</sup> Street and Colorado Boulevard intersection. The bikeway will parallel the light rail guideway, be compliant with Caltrans criteria and be either an off-street path (Class I), designated on-street lane (Class II), or a sign-designated route (Class III) as generally described below. The Bikeway will be federally funded and therefore a separate project from the locally and state funded Expo Project Phase 2 design build contract.

1. Class I (bike path) on LACMTA Expo ROW from Venice Blvd. (at Exposition Blvd. - Culver City Limit) to Palms Blvd (at National Blvd.), City of Los Angeles
2. Class II (bike lanes) on National Blvd. from Palms Blvd. to Motor Ave., City of Los Angeles. This portion of the bikeway project is separately funded, designed and constructed by the City of Los Angeles
3. Class III (signage) on Northvale to approximately Dunleer Dr., to be provided by the City of Los Angeles
4. Northvale from approximately Dunleer Dr. to Putney Rd. bike class designation to be determined and to be provided by the City of Los Angeles
5. Class I (bike path) on LACMTA Expo ROW from approximately Putney Rd. to Centinela Ave., City of Los Angeles
6. Class I (bike path) on LACMTA Expo ROW from Centinela Ave to 17th Street, City of Santa Monica

At the time this Agreement is entered into, this Attachment C describes the proposed scope of work for the Bikeway Project given the current Bikeway Budget. If the scope of work needs to be modified, then any modifications to the work scope set forth herein and any revised Bikeway Budget must be agreed to by the City of Los Angeles, the City of Santa Monica and the LACMTA. The Bikeway Project shall include the following scope of work:

- A. Scope of work is based on 30% Preliminary Engineering drawings (see EXH-1-1,1-2,1-3,2-1,2-2,2-3, and 3-1).

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- B. All work including but not limited to grading, drainage, lighting, fencing, gates, utility work (including relocations and new service connections for power and water), landscaping and irrigation, environmental, SWPPP, ADA ramps, signage, barriers and retaining curb to support an autonomous project.
- C. There will be signalized intersections and crosswalks at the following cross streets:
  - a. Sawtelle Blvd./Exposition Blvd.
  - b. Centinela Ave./Exposition Blvd.
  - c. Olympic Blvd./LRT crossing
  - d. 19<sup>th</sup> St./LRT crossing
- D. Loop detection or video detection from back of curb ramp and sidewalk at each intersection with a bikeway crossing. Construction Authority or its Contractor shall coordinate with the agency having jurisdiction in this area regarding this work.

Milestones, Schedule and Completion Deadlines:

- A. Proposed Design Schedule – the following dates are based on Design Kick-off March 2013
  - 60% Design Package submitted May 2013 for City of SM *only*
  - 85% Design Package submitted July 2013 for City of LA, August 2013 for City of SM
  - 100% Design Package submitted November 2013 for City of LA, December 2013 for City of SM
  - Final approval of bikeway design package anticipated by January 13, 2014 for City of LA and February 24, 2014 for City of SM
- B. Substantial Completion Deadline – On or before July 10, 2015.
- C. Punch List Completion Deadline – Within ninety (90) Days after the date of Substantial Completion.
- D. Final Acceptance Deadline – Within ninety (90) Days after the date of Punch List Completion.

FTIP#: LAOF021  
PPNO: N/A

Measure R ID#MR400.01  
AGREEMENT.MOU.MR400.01

**ATTACHMENT D**

**PROJECT FUNDING**

## Exposition Transit Corridor - Phase II Project Funding

(\$ in millions)

ATTACHMENT D

Funding Sources Programmed	FY 10 & Prior	FY 11	FY 12	FY 13	FY 14	FY 15	FY 16	FY 17	Total
1 Prop A 35%									224.027
2 Prop C 25%	2.542	0.002			8.830	143.801	63.846	7.550	5.044
3 Measure R 35% Cash				23.438	226.871	35.997		2.500	286.306
4 Measure R 35% Build America Bonds (BABs)		60.594	76.387	122.145					259.125
5 Measure R 35% 2010 Tax Exempt Bonds		68.552	20.529	27.497	5.317				121.894
6 Measure R 35% Commercial Paper						193.000			193.000
7 Measure R Subtotal	-	129.146	96.916	173.079	232.187	228.997	-	-	860.325
8 Prop 1B Bonds - PTMISEA	15.019				33.410				48.429
9 Prop 1B Bonds - SLPP					28.383				28.383
10 Regional Improvement Program (State)				10.462					10.462
11 Local Agency Contribution - Santa Monica			16.500						16.500
12 Local Agency Contribution - City of Los Angeles					20.000		18.484		38.484
13 Subtotal Local Agency Contribution	-	-	16.500	-	20.000	-	8.834	-	28.834
14 Subtotal Sources for Expo Authority Costs	17.561	129.148	113.416	183.541	341.294	391.282	72.680	10.050	1,258.972
15 Prop C 25%	0.362	0.258							0.620
16 Measure R 35% Cash			0.188	1.247					1.435
17 Prop 1B Bonds - PTMISEA			0.456						0.456
18 Regional Improvement Program (State)				0.370					0.370
19 Subtotal Sources for LACMTA Project Costs	0.362	0.273	0.644	1.617	10.930	26.528	9.732	-	50.086
20 Subtotal Sources for Expo Phase 2	17.923	129.421	114.059	185.158	352.224	417.810	82.412	10.050	1,309.058
21 Regional Improvement Program (State)			0.980	26.295	42.900	57.046	66.070	8.809	202.100
22 Subtotal Sources for LRV Project	-	-	0.980	26.295	42.900	57.046	66.070	8.809	202.100
23 Subtotal for the "Projects"	17.923	129.421	115.039	211.453	395.124	474.856	148.482	18.859	1,511.158
24 City of Los Angeles TEA					7.608	1.900			9.508
25 City of Los Angeles local funds			0.624	0.312	1.441				2.377
26 City of Santa Monica TEA						2.019			2.019
27 City of Santa Monica local funds			0.176	0.088	0.408				0.672
28 LACMTA local funds					0.053	1.474			1.527
29 Subtotal Sources for Bikeway Project (890003)	-	-	0.800	0.400	9.510	5.392	-	-	16.102

\* Anticipated funding sources as of the date of the funding agreement. LACMTA reserves the right to substitute other non-federal funds as needed.

FTIP#: LAOF021

PPNO: N/A

Measure R ID#MR400.01

AGREEMENTMOU.MR400.01

**ATTACHMENT E**

**EXPENDITURE PLAN – COST & CASH FLOW BUDGET**

**Exposition Transit Corridor - Phase 2  
Projects Expenditure Plan - Cost and Cash Flow Budget**  
(\$ in millions escalated to the year of expenditure)

ATTACHMENT E

Costs	FY 10 & Prior Actual	FY 11 Actual	FY 12 Actual	FY 13	FY 14	FY 15	FY 16	FY 17	Total
1 Guideways		25,126	42,994	54,045	64,354	16,021			202,540
2 Stations, Stops, Terminals			16,945	25,058	27,100	14,957			84,060
3 Support Facilities: Yards, Shops				0,800	61,430	52,780			115,010
4 Sitemwork, Special Conditions		27,124	22,534	56,941	43,982	33,419			184,000
5 Systems				1,497	51,559	39,963			93,019
6 Right of Way		63,303	14,250	15,665	48,000	125,482			266,700
7 Professional Services	17,561	13,595	16,693	19,421	35,869	47,041	12,680	10,050	172,911
8 Contingency				10,114	9,000	61,619	60,000		140,733
9 <b>Subtotal Expo Authority Costs (890002)</b>	<b>17,561</b>	<b>129,148</b>	<b>113,416</b>	<b>183,541</b>	<b>341,294</b>	<b>391,282</b>	<b>72,680</b>	<b>10,050</b>	<b>1,258,972</b>
10 Project Mgt, planning, start-up, etc. (460301/860301)	0.362	0.273	0.494	1.519	0.993	2.778	4.240		10.659
11 Div 22 Body Repair and Painting Facility (861301)			0.150	0.098	3.078	6.422	1.252		11.000
12 Ticket Vending/Validators/Fare Gates (860301)					1.388	3.962			5.350
13 Mobile and Portable Radios (860301)					0.983	2.292			3.275
14 Traction Power Substations (860002)					3.488	9.712	4.240		17.440
15 Non-revenue equipment (860301)						0.362			0.362
16 Rail Operations Center Expansion & Oper (860301)					1,000	1,000			2,000
17 <b>Subtotal LACMTA Project Costs</b>	<b>0.362</b>	<b>0.273</b>	<b>0.644</b>	<b>1.617</b>	<b>10.930</b>	<b>26.528</b>	<b>9.732</b>	<b>0.000</b>	<b>50.086</b>
18 <b>Subtotal Costs for Expo Phase 2 Project</b>	<b>17.923</b>	<b>129.421</b>	<b>114.060</b>	<b>185.158</b>	<b>352.224</b>	<b>417.810</b>	<b>82.413</b>	<b>10.050</b>	<b>1,309,058</b>
19 Light Rail Vehicle Project (206035)			0.980	26.295	42.900	57.046	66.070	8.809	202.100
20 <b>Subtotal Costs for the "Projects"</b>	<b>17.923</b>	<b>129.421</b>	<b>115.040</b>	<b>211.453</b>	<b>395.124</b>	<b>474.856</b>	<b>148.483</b>	<b>18.859</b>	<b>1,511,158</b>
21 Bikeway costs (890003)	0.470	0.000	0.000	0.885	6.000	8.747	-	-	16.102
22 <b>GRAND TOTAL COSTS</b>	<b>18.393</b>	<b>129.421</b>	<b>115.040</b>	<b>212.338</b>	<b>401.124</b>	<b>483.604</b>	<b>148.483</b>	<b>18.859</b>	<b>1,527,260</b>

FTIP#: LAOF021  
PPNO: N/A

Measure R ID#MR400.01  
AGREEMENTMOU.MR400.01

## ATTACHMENT F

### BOND REQUIREMENTS

The provisions of this Attachment E apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the “Bonds”) as set forth in **Part I, Section 7.1C**.

Recipient acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. Recipient further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds (“Project Costs” or “Project Components”) in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as “Private Use”). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each monthly invoice submitted by Recipient to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. Recipient will, for the entire time over which LACMTA’s Bonds or other debt remains outstanding, (1) notify and receive LACMTA’s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

With respect to the investment of any Funds advanced to Recipient pursuant to **Part I, Section 3.2** hereof or otherwise, and any earnings derived from the investment of such Funds, Recipient will record and maintain the following information such that LACMTA can comply and establish compliance with Section 148 of the Code, or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel: (i) the purchase date of each investment, (ii) the purchase price, (iii) information establishing that the purchase price is the fair market value as of such date (for example, the published quoted bid by a dealer in such investment on the date of purchase), (iv) any accrued interest paid, (v) the face

Measure R Agreement



FTIP#: LAOF021

Measure R ID#MR400.01

PPNO: N/A

AGREEMENTMOU.MR400.01

amount of, (vi) the coupon rate, (vii) the periodicity of interest payments, (viii) the disposition price, (ix) any accrued interest received upon disposition, and (x) the disposition date. Recipient will make such information available to the LACMTA promptly after request. Recipient will also adhere to any investment instructions or limitations, as directed by LACMTA, which are necessary to comply and establish compliance with Section 148 of the Code or similar code provision then in effect and applicable, as determined by LACMTA in consultation with its bond counsel.

Recipient will designate one or more persons that will be responsible for compliance with the obligations described in this **Attachment F** and notify LACMTA of such designations.

FTIP#: LAOF021

PPNO: N/A

Measure R ID# MR400.01

AGREEMENTMOU.MR400.01

**ATTACHMENT G**

**FEDERAL TRANSPORTATION IMPROVEMENT PROGRAM (FTIP) SHEET**

## Los Angeles Metropolitan Transportation Authority 2013 Federal Transportation Improvement Program (\$000)

TIP ID: **LA0F021**

Implementing Agency: **Los Angeles County MTA**

Project Description: **EXPOSITION LIGHT RAIL TRANSIT SYSTEM PHASE II - FROM CULVER CITY TO SANTA MONICA**

SCAG RTP Project #: LA0F021  
 Study: N/A Is Model: YES Model #: LA0F021  
 PM: James Allen - (213) 922-2556  
 Email: Allenj@metro.net  
 LS: N LS GROUP#:   
 Conformity Category: TCM Committed  
 Completion Date 12/31/2017

System :Transit    Route :    Postmile:

Phase: Environmental Document/Pre-Design Phase (PAED)

Transit Rt: Culver City to Santa Monica    Transit Mode: Light Rail    Fare:1.50    Trans Fee:0.00    Prk Ride Loc:none

Air Basin: SCAB    Envir Doc: FINAL ENVIRONMENTAL IMPACT STATEMENT

Headway Peak: 6    Headway OP: 12    Stop Time :0.30    Parking \$:    Stop Dist:

Uza: Los Angeles-Long Beach-Santa Ana    Sub-Area:    Sub-Region:

Program Code: LRN92 - LIGHT RAIL EXTENSION    Stop Loc: National/Palm

CTIPS ID: 20910002604    EA #:    PPNO:

	PHASE	PRIOR	12/13	13/14	14/15	15/16	16/17	17/18	BEYOND	TOTAL
CITY - City Funds	PE			\$0	\$0					\$0
	RW			\$0	\$0					\$0
	CON			\$0	\$0					\$0
	SUBTOTAL			\$0	\$0					\$0
MR35 - Measure R 35% New Rail or Bus Transit Capital	PE	\$54,397	\$0	\$0	\$0	\$0				\$54,397
	RW	\$109,600	\$107,600	\$37,501	\$13,000	\$0				\$267,701
	CON	\$15,923	\$171,380	\$137,149	\$214,050	\$6,900				\$545,402
	SUBTOTAL	\$179,920	\$278,980	\$174,650	\$227,050	\$6,900				\$867,500
PC25 - Los Angeles County Proposition "C25"	PE	\$300	\$0	\$0						\$300
	RW	\$0	\$0	\$0						\$0
	CON	\$2,300	\$10,300	\$102,400						\$115,000
	SUBTOTAL	\$2,600	\$10,300	\$102,400						\$115,300
PROPA - Los Angeles County Proposition "A"	PE					\$0	\$0	\$0		\$0
	RW					\$0	\$0	\$0		\$0
	CON					\$203,790	\$24,110	\$10,100		\$238,000
	SUBTOTAL					\$203,790	\$24,110	\$10,100		\$238,000
PTA-RIP - Public Transit Account-RIP	PE	\$0								\$0
	RW	\$0								\$0
	CON	\$47,800								\$47,800
	SUBTOTAL	\$47,800								\$47,800
PTMISEA - Public Trans Modernization Imp & Serv. Enhancement Acct.	PE	\$15,200				\$0				\$15,200
	RW	\$0				\$0				\$0
	CON	\$0				\$33,700				\$33,700
	SUBTOTAL	\$15,200				\$33,700				\$48,900
<b>TOTAL</b>		<b>\$245,520</b>	<b>\$289,280</b>	<b>\$277,050</b>	<b>\$227,050</b>	<b>\$244,390</b>	<b>\$24,110</b>	<b>\$10,100</b>		<b>\$1,317,500</b>
		<b>TOTAL PE: \$69,897</b>		<b>TOTAL RW: \$267,701</b>		<b>TOTAL CON: \$979,902</b>				

# Los Angeles Metropolitan Transportation Authority

## 2013 Federal Transportation Improvement Program (\$000)

TIP ID **LA0F021**

Implementing Agency **Los Angeles County MTA**

- **General Comment:** The project is being carried over without any changes because it has funding for future years. Moved \$35.3 million of PTA-RIP to FY11/12. Metro received CTC allocation approval for these funds in Oct. 2011 (see attached).

- **Mdeling Comment:** The project is being carried over without any changes because it has funding for future years.

- **TCM Comment:** The project is being carried over without any changes because it has funding for future years.

- **Narrative:** Project cost stays the same

Revise Funds Between Fiscal Years

PTA-RIP:

— Delete funds in 10/11 in CON for \$12,500

+ Increase funds in 11/12 in CON from \$35,300 to \$47,800

PTMISEA:

- Decrease funds in 09/10 in ENG from \$29,863 to \$15,200

— Delete funds in 09/10 in ROW for \$1,000

— Delete funds in 09/10 in CON for \$14,427

— Delete funds in 11/12 in CON for \$3,610

► Add funds in 15/16 in CON for \$33,700

CITY:

— Delete funds in 13/14 in CON for \$36,100

— Delete funds in 14/15 in CON for \$8,600

PC25:

- Decrease funds in 09/10 in ENG from \$2,600 to \$300

► Add funds in 11/12 in CON for \$2,300

— Delete funds in 12/13 in ROW for \$12,217

- Decrease funds in 12/13 in CON from \$100,483 to \$10,300

► Add funds in 13/14 in CON for \$102,400

PROPA:

— Delete funds in 12/13 in CON for \$89,490

— Delete funds in 13/14 in CON for \$135,510

► Add funds in 15/16 in CON for \$203,790

► Add funds in 16/17 in CON for \$24,110

► Add funds in 17/18 in CON for \$10,100

MR35:

— Delete funds in 09/10 in ENG for \$28,934

— Delete funds in 10/11 in ENG for \$8,500

— Delete funds in 10/11 in ROW for \$80,736

— Delete funds in 10/11 in CON for \$73,536

► Add funds in 11/12 in ENG for \$54,397

- Decrease funds in 11/12 in ROW from \$135,965 to \$109,600

- Decrease funds in 11/12 in CON from \$153,446 to \$15,923

+ Increase funds in 12/13 in ROW from \$24,783 to \$107,600

► Add funds in 12/13 in CON for \$171,380

► Add funds in 13/14 in ROW for \$37,501

+ Increase funds in 13/14 in CON from \$42,403 to \$137,149

+ Increase funds in 14/15 in CON from \$200,113 to \$214,050

- Decrease funds in 15/16 in CON from \$74,384 to \$6,900

Total project cost remains the same at \$1,317,500

Last Revised **Adoption 13-00 - APPROVED**

Change reason: Carry Over, MINOR CHANGE

Total Cost **\$1,317,500**

FTIP#: LAOF021

PPNO: N/A

Measure R ID#:MR400.01

AGREEMENT.MOU.MR400.01

**ATTACHMENT H-1**

**STATE QUARTERLY PROGRESS AND COMMITMENT REPORT**



**Division of Mass Transportation  
Public Transportation Modernization, Improvement and  
Service Enhancement Account (PTMISEA)  
Semi-Annual Report**

**4) INTEREST EARNED TO DATE ON PTMISEA FUNDS, FOR THIS PROJECT:**

Amount Awarded:

Interest Rate:

Interest Earned:

**5) LIST THE COMPLETION STATUS OF THE MILESTONES THAT PERTAIN TO THIS PROJECT:**

<b>Phase:</b>	<b>Percent Complete:</b>
Project Approval & Environmental Document (PA & ED)	0%
Plan Specification & Estimates (PS & E)	0%
Right of Way	0%
Construction *	0%
Vehicle/ Equipment Purchase	0%
Closeout	0%
* Note: any additional Design will report with Construction	

**6) COMPLETION STATUS:**

Overall Project Percent Complete: \_\_\_\_\_ %

Date (anticipated completion date): \_\_\_\_\_



**Division of Mass Transportation  
Public Transportation Modernization, Improvement and  
Service Enhancement Account (PTMISEA)  
Semi-Annual Report**

**7) AMENDMENT:** Please describe any changes to the project scope, cost, and/or schedule that have occurred.

	Original	Revised
<b><u>Project Description/ Scope of Work</u></b>		
<b><u>Funding</u></b>		
99313 :		
99314 :		
PTMISEA Interest :		
<b><u>Other Funds</u></b>		
Federal :		
State :		
Local :		
<b>Total</b> :		
<b><u>Schedule Date</u></b>		
Begin PA & ED :		
End PA & ED :		
Begin PS & E :		
End PS & E :		
Begin Right of Way :		
End Right of Way :		
Begin Construction :		
End Construction :		
Begin Vehicle/Equipment Order :		
End Vehicle/Equipment Order :		
Begin Closeout Phase :		
End Closeout Phase :		
Justification for Change :		

PERSON PREPARING THIS REPORT (please type or print)		PHONE:	DATE:
APPROVAL AUTHORITY* (signature)		TYPED NAME AND PHONE NUMBER	
Date:			

\*Note: The same authority that signed the Allocation Request must sign here.

## ATTACHMENT I

### EXTRA ALLOWABLE COST LIST

Costs relating to the following list of items, which are otherwise unallowable under OMB A-87, are considered allowable under this Agreement if the cost is otherwise not prohibited by this Agreement.

1. Advertising and Public Relations (Section 2)
  - a. Section 2.e.(2) (a) - Displays, demonstrations and exhibits.
  - b. Section 2.e.(2) (b) - Meeting rooms for business purposes.
  - c. Section 2.e.(2) (c) - Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations and providing briefings.
  - d. Section 2.e.(3) - Promotional items and memorabilia, including models, gifts and souvenirs.
  
2. General Government Expenses (Section 23)
  - a. Section 23.a.(2) – Salaries and other expenses for similar local governmental bodies whether incurred for purposes of legislation or executive direction.
  
3. Idle Facilities and Idle Capacity (Section 24)
  - a. Section 24.b – Idle facilities cost for the three train depots.
  
4. Insurance (Section 25)
  - a. Section 25.h – Commercial insurance premium for Errors and Omissions insurance that protects against the cost of contractors for correction of the contractor's own defects in material or workmanship.
  
5. Interest (Section 26)
  - a. Section 26.b - Finance cost related to advancement of money for Design Build financing expenses.

**ATTACHMENT J**

**FINAL UNIFIED COST MANAGEMENT PROCESS AND POLICY**



**Metro**

Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000  
metro.net

**CON5**

**REVISED**

**CONSTRUCTION COMMITTEE  
MARCH 17, 2011**

**MEASURE R PROJECT DELIVERY COMMITTEE  
MARCH 17, 2011**

**SUBJECT: FINAL UNIFIED COST MANAGEMENT PROCESS AND POLICY**

**ACTION: RECEIVE AND FILE**

**RECOMMENDATION**

Receive and file the final Unified Cost Management Process and Policy for Measure R Projects (Attachment A).

**ISSUE**

In January 2011, the Los Angeles County Metropolitan Transportation Authority LACMTA Board of Directors approved the final Unified Cost Management Process and Policy for Measure R Projects as shown in Attachment A. Changes directed by the Board are indicated by ~~strikeout~~, **bold**, and underlined typefaces.

**DISCUSSION**

Measure R projects will be managed based on the Board adopted policy.

**NEXT STEPS**

The Executive Director for Countywide Planning and the Executive Director for Transit Project Delivery are implementing the policy. We also are developing a Measure R Contingency funds policy recommendation for the LACMTA Board of Directors to consider in April 2011.

**ATTACHMENT(S)**

- A. Unified Cost Management Process and Policy for Measure R Projects
- B. Measure R Transit Corridor Map

Prepared by: David Yale, Deputy Executive Officer of Regional Programming  
Regional Capital Development

*Renée Belden*

per

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Martha Welborne, FAIA  
Executive Director, Countywide Planning

*Krishniah Murthy*

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Krishniah Murthy P.E.  
Executive Director Transit Project Delivery

*Arthur T. Leahy*

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Arthur T. Leahy  
Chief Executive Officer

**ATTACHMENT A**  
**Unified Cost Management Process and Policy**  
**for Measure R Projects**

**Introduction**

The MTA will follow a unified cost management process and policy for the control and minimization of project costs for the Measure R transit **and highway** projects. At the core of the unified cost control management process and policy is a commitment to follow a new step-by-step evaluation of project costs against possible resources to address project shortfalls. Shortfalls that cannot be addressed at the project level by value engineering or other measures, such as changes in the scope of the project, will be subject to a new stepwise evaluation process.

The new step-by-step cost management process will require the MTA Board to review and consider approval of project cost estimates against funding resources at key milestone points throughout the environmental, design, and construction phases of the Measure R transit **and highway** projects. At each milestone, MTA staff is directed to: (1) submit a project that is consistent with the budget; (2) identify any issues when a project is not consistent with the budget; and (3) propose corrective actions before the project advances further, if it is not consistent with the budget. For Measure R funds, the planned funding resources (including any prior Measure R expenditures) shall not exceed the amount shown in the "New Sales Tax Total" column of the Measure R expenditure plan. At each milestone, the planned funding resources shall not exceed the amounts shown. These key milestones include the following decision points:

- 1) Selection of conceptual design alternatives to be studied in the environmental phase;
- 2) Selection of the Locally Preferred Alternative and entrance into the Preliminary Engineering phase;
- 3) Approval of the final environmental document and entrance into the final design phase;
- 4) Establishment of a life-of-project budget prior to construction; and,
- 5) Any amendment to the life-of-project budget.

If increases in cost estimates occur, the MTA Board must approve a plan of action to address the issue prior to taking any action necessary to permit the project to move to the next milestone. Increases in cost estimates will be measured against the 2009 Long Range Transportation Plan as adjusted by subsequent actions on cost estimates taken by the MTA Board. Shortfalls will first be addressed at the project level prior to evaluation for any additional resources using these methods in this order:

- 1) Value Engineering and or scope reductions;
- 2) New local agency funding resources;
- 3) Shorter segmentation; **and,**
- 4) **Other cost reductions within the same transit or highway corridor;**
- 5) **Other cost reductions within the same sub-region; and finally,**



- 6) Countywide transit cost reductions or other funds will be sought using pre-established priorities.

The objective of the cost management process and policy is to insure the prompt development and consideration of project cost alternatives that genuinely address the cost controls necessary to successfully deliver all **42** Measure R transit **and highway** corridor projects.

### **Process and Policy Detail**

The unified cost management processes and policies that are proposed controls are as follows:

- 1) A regional long-range transportation plan (covering at least 20 years) for Los Angeles County shall be adopted at least once every five years. For interim years, staff will report on changes affecting the major financial assumptions of the plan and progress toward the implementation of new projects and programs. The plan update report shall also highlight Board approved actions taken during the interim period that affect the plan outcomes or schedules (*from Financial Stability Policy*);
- 2) MTA shall complete projects accelerated through the 30/10 Initiative in the same sequence as the adopted 2009 Long Range Transportation Plan (LRTP) (*from 30/10 Initiative Position Statement*);
- 3) MTA shall only utilize pledged federal assistance from the 30/10 Initiative if the construction and financing costs are less than the available funds (adjusted for inflation) planned in the adopted 2009 LRTP, unless those costs are being adjusted by the minimum necessary to accomplish an operable segment for the corridor (*from 30/10 Initiative Position Statement*);
- 4) Measure R transit corridor **and highway** projects shall be presented separately for approval by the Board in a step-by-step cost control process that will evaluate project cost estimates against funding resources at key milestones points throughout the environmental, design, and construction phases of the 30/10 transit projects. For Measure R funds, the planned funding resources (including any prior Measure R expenditures) shall not exceed the amount shown in the "New Sales Tax Total" column of the Measure R expenditure plan. These key milestones include the following decision points:
  - a. Selection of conceptual design alternatives to be studied in the environmental phase;
  - b. Selection of the Locally Preferred Alternative and entrance into the Preliminary Engineering phase;
  - c. Approval of the final environmental document and entrance into the Final Design phase;
  - d. Establishment of a life-of-project budget prior to construction; and,
  - e. Any amendment to the life-of-project budget.



- 5) At any of the milestones above, the MTA will seek to control and minimize Measure R transit and highway project costs prior to taking any action necessary to permit the project to move to the next milestone. Cost minimization efforts will be measured against the 2009 Long Range Transportation Plan as adjusted by subsequent actions on cost estimates taken by the MTA Board. Shortfalls will first be addressed at the project level prior to evaluation for any additional resources using these methods in this order:
- a. Value engineering and/or scope reductions;
  - b. New local agency funding resources;
  - c. Shorter segmentation; **and,**
  - d. **Other cost reductions within the same transit or highway corridor (see Attachment B);**
  - e. **Other cost reductions within the same sub-region (See Attachment B); and,**
  - f. Countywide transit **and highway** cost reductions and/or other funds will be sought using pre-established priorities, as follows:
    - i. Where applicable, Measure R Transit Capital Subfund Contingency-Escalation Allowance funds (Measure R Expenditure Plan, Page 2 of 4, Line 18); **and,**
    - ii. **Where applicable, Measure R Highway Capital Subfund Contingency-Escalation Allowance funds (Measure R Expenditure Plan, Page 3 of 4, Line 39); and,**
    - iii. Where Line 18 is not applicable, the LRTP Near-Term Strategies and Priority Setting Criteria will be followed (Item 9, as Adopted by the Board of Directors in March 2010).

Each Measure R transit **or highway** project will be considered on a case-by-case basis at each milestone and a rationale developed if resources from the prior step above are insufficient or not recommended for good reason. The MTA Board will be presented with all viable options and will have the sole authority to make any final funding and project delay decisions.

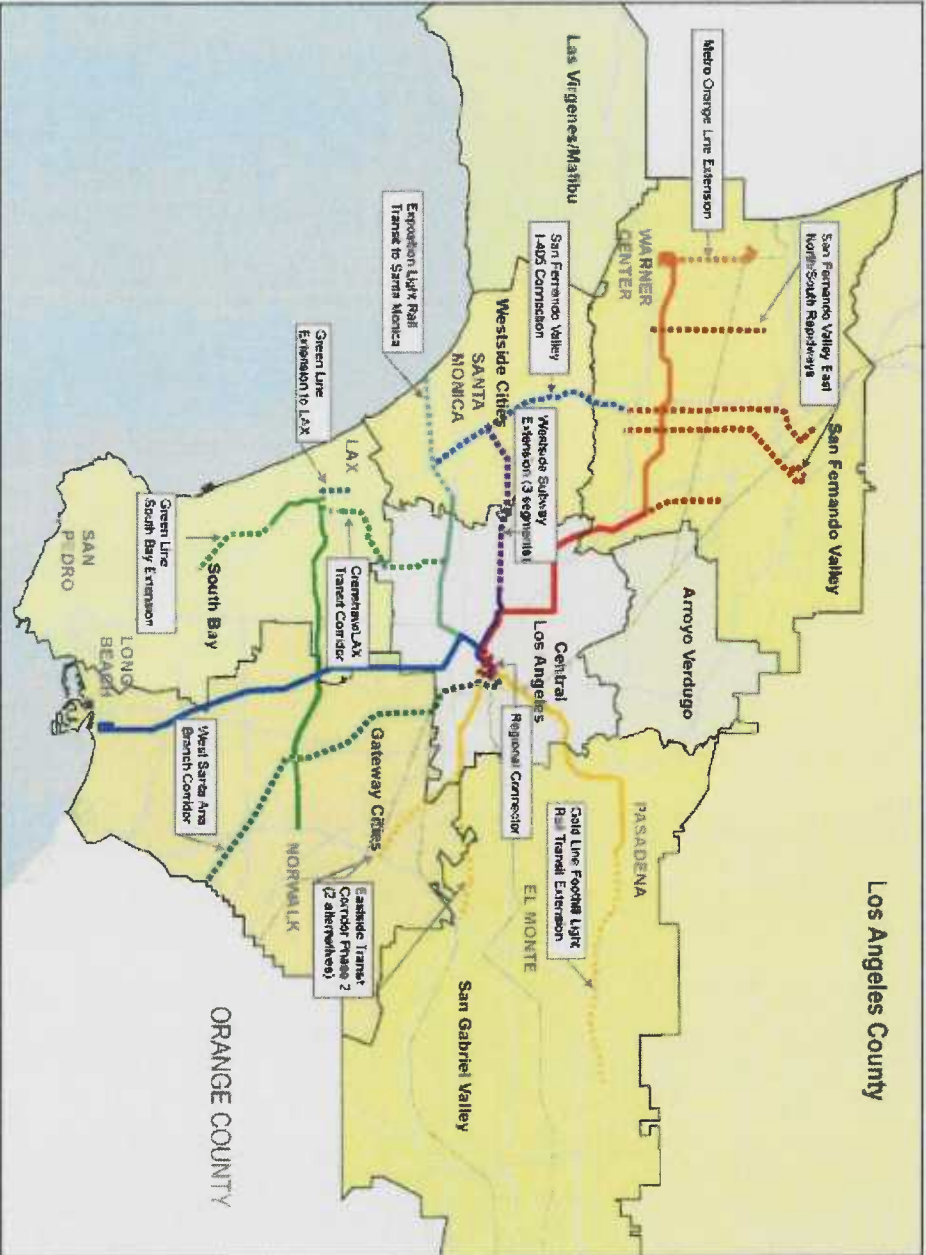
- 6) Prior to inclusion in the annual budget, Measure R transit corridor **and highway** projects shall be presented separately for approval by the Board for a life-of-project budget. Subsequently, capital projects with life-of-project budget changes that cause the project to exceed \$1 million or if the change exceeds \$1 million shall be presented to the Board for approval (*from Financial Stability Policy*);
- a. Prior to life-of-project budget approval, the MTA shall compare the sum of the cost of the Measure R transit **and highway** projects to date and the proposed life of project budget (as de-escalated) to the most up-to-date LRTP funding forecast for Measure R transit **and highway** projects. If the life-of-project budget is less than the anticipated funds available as compared to the up-to-date LRTP funding forecast, then MTA can approve the life of project budget. If the life-of-project budget are more than the available funds, then MTA would not execute a construction contract unless the MTA Board approved cost reductions, project delays or other

funding to make up the difference (*modifies and would supersede language from the body of 30/10 Initiative Position Statement*);

- 7) Prior to approval of a life-of-project budget that exceeds currently committed revenues and prior to approval of a life-of-project budget cost increase, MTA staff will evaluate the possibility of securing the necessary cost savings or revenues for the project. Within the parameters of the MTA Board's policy not to seek transit funds from highway resources, or vice-versa, staff will first seek to identify cost and/or additional funds in a step-by-step manner from:
  - a. Value engineering and/or scope reductions;
  - b. New local agency funding resources;
  - c. Shorter segmentation; **and,**
  - d. **Other cost reductions within the same transit or highway corridor;**
  - e. **Other cost reductions within the same sub-region; and,**
  - f. Countywide transit cost reductions and/or other funds will be sought using pre-established priorities, as follows:
    - i. Where applicable, Measure R Transit Capital Subfund Contingency-Escalation Allowance funds (Measure R Expenditure Plan, Page 2 of 4, Line 18); **and,**
    - ii. **Where applicable, Measure R Highway Capital Subfund Contingency-Escalation Allowance funds (Measure R Expenditure Plan, Page 3 of 4, Line 39); and,**
    - iii. Where Line 18 is not applicable, the LRTP Near-Term Strategies and Priority Setting Criteria will be followed (Item 9, as Adopted by the Board of Directors in March 2010).
- 8) A specific MTA Board action is required to re-program highway capital project funding for use on transit **or highway** capital projects as a result of 30/10, unless such re-programming does not result in a net decrease to the highway capital project funding (*from 30/10 Initiative Position Statement*);
- 9) Likewise, a specific MTA Board action is required to re-program transit capital project funding for use on highway capital projects as result of 30/10, unless such re-programming does not result in a net decrease to the transit capital project funding (*from 30/10 Initiative Position Statement*); and,
- 10) Any capital project savings above \$200,000 must return to the Board for approval prior to the reprogramming or transfer of funds to other projects or programs (from Financial Stability Policy).

ATTACHMENT B

Measure R Transit Corridor Map With Sub-regional Boundaries



**ATTACHMENT K**

**LACMTA PROCEDURE #PRCL12 – PROJECT CONTINGENCY**





DEPARTMENTAL PROCEDURES	Procedure #: PRCL12
TRANSIT PROJECT DELIVERY DEPARTMENT	Revision: 0
PROJECT CONTROL	Date: 05/18/24
PROJECT CONTINGENCY	Page: 1 of 7
Approved: <i>[Signature]</i>	Date: 5/27/11

**1.0 GENERAL** The application, management and control of project contingency will be implemented throughout the entire life cycle of a project beginning with feasibility studies and continuing through environmental clearance, design, construction and final closeout. Assessing contingency, whether in cost or time, is an integral part of the total estimated budget and schedule of a project. Contingency for each project is determined through a risk assessment process.  
Reference: PRCL7 – Risk Management

**2.0 DEFINITION OF TERMS** Project contingency is an allowance to mitigate risk to a project. The amount of project contingency is dependent on the complexity and uncertainties (risks) at each given phase of the project. Project contingency is measurable in cost and time.

**3.0 RESPONSIBILITIES** LACMTA Board: approves the total capital life-of-project (LOP) budget which includes the contingency cost element.

The Executive Director, Transit Project Delivery, has delegated to the Project Manager (PM) of each capital project the responsibility of managing the adopted LOP budget, including the project contingency cost element during the design, construction, and final closeout phases. In addition, the PM has responsibility for achieving the adopted revenue operation date and managing the schedule contingency through the life cycle of the project.

Director, Project Control (DPC): responsible for maintaining and monitoring the project budget and project schedule during the design, construction and project closeout and maintains the contingency drawdown log, cost trending program and schedule contingency log.

**4.0 PROCEDURES** Project contingency, both in cost and time, will be determined during the risk assessment process. Risks to the project will be determined by evaluating the project definition and scope, current cost estimate and schedule, project conditions, and the effectiveness and efficiency in project delivery.

**4.1 Establishing Project Contingency** The risk assessment process will yield an identification of risks to the project. Risks to the project are best mitigated if identified early within the life of the project, thereby limiting the amount of required contingency.

Risks are characterized in the following categories:



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TRANSIT PROJECT DELIVERY DEPARTMENT	Revision: 0
PROJECT CONTROL	Date: 05/24/11
PROJECT CONTINGENCY	Page: 2 of 7

- **Requirements Risk** is associated with project goals and requirements during project development and is influenced by project stakeholders.
- **Design Risk** is associated with project definition and the performance of design-related activities.
- **Market Risk** is associated with the procurement of construction-related services, such as labor, materials and equipment.
- **Construction Risk** is associated with unusual weather, unforeseen site conditions, uncertainty in contractor planned production rates, equipment mechanical failures, etc.

Each project risk will be presented as high, medium or low, with an estimated cost and time impact, as applicable. The qualitative and quantitative analysis of risks determines the project contingency, both allocated and unallocated. Allocation of cost contingency will be summarized to the following reporting cost elements: construction, right-of-way, vehicles, and professional services, including design services. Unallocated cost contingency will be within the project contingency element.

Prior to the award of each construction contract, allocated cost contingencies will be reexamined and set at the necessary construction line items to cover anticipated contract modifications as may be requested by the contractor and for owner-related changes.

**4.2  
Cost Contingency  
Targets**

The amount of cost contingency for each project will be determined by the complexity and uncertainties surrounding the project. Target contingencies are to provide a guideline or minimum recommended value for each project phase or project milestone. The following are recommended target ranges to be considered for total project cost contingency, the aggregate of allocated and unallocated:

- Entry into Preliminary Engineering - 25% to 35%
- Entry into Final Design - 15% to 25%
- Project Adoption or Award of an FFGA - 15% to 20%
- At construction contract(s) award - 10% to 15%
- 50% construction has been completed - 5% to 10%
- Construction is substantially completed - 1% to 3%



**Metro**

<b>DEPARTMENTAL PROCEDURES</b>	<b>Procedure #: PRCL12</b>
<b>TRANSIT PROJECT DELIVERY DEPARTMENT</b>	<b>Revision: 0</b>
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<b>PROJECT CONTINGENCY</b>	<b>Page: 3 of 7</b>

**4.3  
Schedule  
Contingency Targets**

The project schedule should be designed to withstand any delays that may occur over the life cycle of the project. As a general rule, the project should have sufficient schedule contingency available to absorb schedule delays equal to 20% of the duration from entry into final design through to the commencement of revenue service. This rule is applicable to each project delivery method, whether it is Design-Bid-Build, Design-Build or Construction Management At-Risk.

The DPC shall forecast and trend the project schedule contingency and shall identify potential recovery plans if required.

**4.4  
Risk Assessments  
Workshops**

Formal risk assessment workshops, in conjunction with project contingency reviews, may occur at the following project milestones: Reference: PRCL7 – Risk Management

- Entry into Preliminary Engineering
- Entry into Final Design
- FFGA Award (Federal New Starts Projects)
- 40% of construction contracts have been awarded
- 20% construction has been completed
- 50% construction has been completed
- 80% construction has been completed

Although, project contingency is set at the adoption of the life-of-project budget, it is still necessary to perform periodic project contingency reviews during the life cycle of the project. The project contingency review outcome is to assess if there is sufficient contingency available at the above milestones. In addition, this protects the project from an unnecessary early drawdown of contingency.





**Metro**

<b>DEPARTMENTAL PROCEDURES</b>	<b>Procedure #: PRCL12</b>
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**4.5  
Monitor and Status  
Contingency**

Besides the formal workshops that are established to review the status of project contingency, project management staff is responsible to review cost forecast trends each quarter and adjust project contingency line items, allocated and unallocated, as necessary.



The DPC shall maintain and document all changes to cost contingency line items (both allocated and unallocated). This is accomplished through updating of the cost forecast and contingency drawdown log.

The DPC shall also status the schedule contingency which is accomplished through updating the schedule contingency log.

Each quarter the DPC will review with the PM, recommended changes within the contingency line items along with an assessment of risk associated with the project and the adequacy of remaining contingency for the individual cost items. The amounts within the contingency line items may be transferred to a corresponding work package by the PM.

**5.0  
FLOWCHART** Not Applicable

**6.0  
REFERENCES** PRCL7 Risk Management

**7.0  
ATTACHMENTS** Exhibit 1 – Project Contingency Summary By Element (Sample)  
Exhibit 2 – Project Contingency By work Package / Line Item (Sample)

**8.0  
PROCEDURE HISTORY**

Revision Level	Revision Date	Summary of Revision	Approved
0	05/18/11	Split off of project contingency from risk management procedure into new stand alone procedure.	



<b>DEPARTMENTAL PROCEDURES</b>	<b>Procedure #: PRCL12</b>
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<b>PROJECT CONTINGENCY</b>	<b>Page: 5 of 7</b>

**EXHIBIT 1**

**PROJECT CONTINGENCY SUMMARY BY ELEMENT**

DESCRIPTION	CONTINGENCY		TOTAL CONTINGENCY
	ALLOCATED WITHIN CONTRACTS	WITHIN PROJECT CONTINGENCY	
CONSTRUCTION	\$ 35,862,189	\$ 17,849,247	\$ 53,711,436
SPECIAL CONDITIONS	\$ -	\$ 5,000,000	\$ 5,000,000
RIGHT-OF-WAY	\$ 472,227	\$ 400,000	\$ 872,227
PROFESSIONAL SERVICES	\$ 585,885	\$ 5,000,000	\$ 5,585,885
<b>TOTAL PROJECT CONTINGENCY</b>	<b>\$ 36,920,301</b>	<b>\$ 28,249,247</b>	<b>\$ 65,169,548</b>



**Metro**

DEPARTMENTAL PROCEDURES	Procedure #: PRCL12
TRANSIT PROJECT DELIVERY DEPARTMENT	Revision: 0
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EXHIBIT 2

**PROJECT CONTINGENCY BY WORK PACKAGE / LINE ITEM**

DESCRIPTION	CONTINGENCY		
	ALLOCATED WITHIN CONTRACTS	WITHIN PROJECT CONTINGENCY	TOTAL CONTINGENCY
<b>CONSTRUCTION</b>			
<b>CONTRACT C0803 - TUNNEL, STATIONS, TRACKWORK, &amp; SYSTEMS</b>			
HOURLY & DAILY STANDBY TIME - BID SCHEDULE A	\$ 1,305,000	\$ -	\$ 1,305,000
BUILDING PROTECTION - BID SCHEDULE A	\$ 2,893,186	\$ -	\$ 2,893,186
OVERHEAD COMPENSATION FOR DELAYS - BID SCHEDULE D	\$ 1,500,000	\$ 4,360,000	\$ 5,860,000
CONTRACT OPTIONS - BID SCHEDULE E	\$ 68,000	\$ 3,587,000	\$ 3,655,000
PROVISIONAL SUMS - WORK SCOPE NOT DEFINED - BID SCHEDULE F	\$ 13,698,880	\$ -	\$ 13,698,880
ALLOWANCE FOR CONTRACT MODIFICATIONS	\$ 8,711,552	\$ -	\$ 8,711,552
STEEL PRICE INDEX	\$ 4,046,882	\$ -	\$ 4,046,882
<b>TOTAL CONTRACT C0803</b>	<b>\$ 32,223,500</b>	<b>\$ 7,947,000</b>	<b>\$ 40,170,500</b>
<b>CONTRACT C0802 - 101 FWY BRIDGE OVERCROSSING</b>			
ALLOWANCE FOR CONTRACT MODIFICATIONS	\$ 350,000	\$ -	\$ 350,000
<b>TOTAL CONTRACT C0802</b>	<b>\$ 350,000</b>	<b>\$ -</b>	<b>\$ 350,000</b>
<b>CONTRACT 0010 - UNIVERSAL FARE SYSTEM</b>			
ALLOWANCE FOR CONTRACT MODIFICATIONS	\$ 113,916	\$ -	\$ 113,916
<b>TOTAL CONTRACT 0010</b>	<b>\$ 113,916</b>	<b>\$ -</b>	<b>\$ 113,916</b>
<b>CONTRACT P2550 - VEHICLE PROCUREMENT</b>			
ALLOWANCE FOR CONTRACT MODIFICATIONS	\$ 3,174,773	\$ -	\$ 3,174,773
<b>TOTAL CONTRACT P2550</b>	<b>\$ 3,174,773</b>	<b>\$ -</b>	<b>\$ 3,174,773</b>
<b>CONSTRUCTION CONTINGENCY FOR UNKNOWNNS</b>			
CONTINGENCY ALLOWANCE FOR UNKNOWNNS	\$ -	\$ 9,902,247	\$ 9,902,247
<b>TOTAL CONSTRUCTION CONTINGENCY FOR UNKNOWNNS</b>	<b>\$ -</b>	<b>\$ 9,902,247</b>	<b>\$ 9,902,247</b>
<b>TOTAL CONSTRUCTION CONTINGENCY</b>	<b>\$ 35,862,189</b>	<b>\$ 17,849,247</b>	<b>\$ 53,711,436</b>
<b>SPECIAL CONDITIONS</b>			





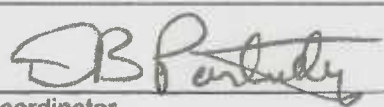

<b>DEPARTMENTAL PROCEDURES</b>	<b>Procedure #: PRCL12</b>
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<b>PROJECT CONTINGENCY</b>	<b>Page: 7 of 7</b>

MASTER COOPERATIVE AGREEMENTS - CONTINGENCY ALLOWANCE FOR UNKNOWNNS	\$ -	\$ 5,000,000	\$ 5,000,000
<b>TOTAL SPECIAL CONDITIONS CONTINGENCY</b>	<b>\$ -</b>	<b>\$ 5,000,000</b>	<b>\$ 5,000,000</b>
<b>RIGHT-OF-WAY</b>			
CONTINGENCY ALLOWANCE	\$ 472,227	\$ 400,000	\$ 872,227
<b>TOTAL RIGHT-OF-WAY CONTINGENCY</b>	<b>\$ 472,227</b>	<b>\$ 400,000</b>	<b>\$ 872,227</b>
<b>PROFESSIONAL SERVICES</b>			
AGENCY - MTA ADMINISTRATION	\$ -	\$ 3,000,000	\$ 3,000,000
CONSTRUCTION MANAGEMENT SUPPORT SERVICES	\$ -	\$ -	\$ -
LEGAL SERVICES	\$ -	\$ 2,000,000	\$ 2,000,000
RAIL VEHICLE CONSULTANT - ALLOWANCE FOR CONTRACT MODIFICATIONS	\$ 85,885	\$ -	\$ 85,885
COMMUNITY RELATIONS RESPONSE - ALLOWANCE FOR CONTRACT MODIFICATIONS	\$ 500,000	\$ -	\$ 500,000
<b>TOTAL PROFESSIONAL SERVICES CONTINGENCY</b>	<b>\$ 585,885</b>	<b>\$ 5,000,000</b>	<b>\$ 5,585,885</b>
<b>TOTAL PROJECT CONTINGENCY</b>	<b>\$ 36,920,301</b>	<b>\$ 28,249,247</b>	<b>\$ 65,169,548</b>



Metro

TRANSIT PROJECT DELIVERY DEPARTMENT

PROCEDURE	PRCL12 Revision 0 Review/Final : <b>PROJECT CONTINGENCY</b>
INITIATED BY	Brian Boudreau
SUMMARY OF REVISION	Briefly describe revision: New procedure Rev 0 Biennial Review --
JUSTIFICATION	Briefly describe reason for revision: This procedure was revised for update of Biennial Review and change from CPMD to Transit Project Delivery Department.
RECOMMENDATION	D.Partridge,  5/24/11 _____ Procedure Coordinator Date
APPROVALS	B. Boudreau  5/27/11 _____ EXECUTIVE DIRECTOR, PROGRAM MANAGEMENT Date

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
ACCEPTING THE DELEGATION OF PLAN ADMINISTRATION**

**WHEREAS**, the Exposition Metro Line Construction Authority (the "Authority") maintains the following retirement plans: the Exposition Metro Line Construction Authority PARS Defined Benefit Retirement Plan adopted effective July 1, 2006 and the Defined Benefit Excess Benefit Plan adopted effective July 1, 2011 (the "Plans"), qualifying under the relevant sections of the Internal Revenue Code and the California Government Code; and

**WHEREAS**, the Authority will close out later this year; and

**WHEREAS**, the Authority delegated the plan administration duties under the Plans to the Los Angeles County Metropolitan Transportation Authority ("MTA"); and

**WHEREAS**, the terms of the existing Plans will not change and there will be no impact on existing retirees; and

**WHEREAS**, the Plans are in compliance with all relevant legislation and regulations; and

**WHEREAS**, the Authority has fully funded the Plans on a self-funded basis utilizing conservative investment return assumptions in March 2017, and it is projected that the funding will be adequate to cover all benefit obligations and administrative costs associated throughout the life of the Plans.

**NOW THEREFORE, BE IT RESOLVED THAT:**

1. The Board of Directors of MTA hereby accepts the delegation of the plan administration of the Exposition Metro Line Construction Authority PARS Defined Benefit Retirement Plan adopted effective July 1, 2006 and the Defined Benefit Excess Benefit Plan adopted effective July 1, 2011; and
2. The Board of Directors of MTA hereby appoints the Director, Pension & Benefits, or his/her successor or his/her designee as MTA's Plan Administrator for the Plans; and
3. MTA's Plan Administrator is hereby authorized to execute the PARS legal and administrative documents on behalf of the MTA, and to take whatever additional actions are necessary to maintain PARS compliance with any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the PARS plan.

AYES:

NOES:

ABSENT:

ABSTAIN:

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

\_\_\_\_\_, the Secretary of the Board of Directors of the Los Angeles County Metropolitan Transportation Authority hereby certifies that the above foregoing resolution was duly and regularly adopted by the said Board at a regular meeting thereof held on the \_\_\_\_\_, and passed by a majority vote of said Board.

IN WITNESS WHEREOF I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Secretary of the Board of Directors of the  
Los Angeles County Metropolitan Transportation Authority



**Expo**

**Exposition Metro Line  
Construction Authority**

707 Wilshire Boulevard  
34th Floor  
Los Angeles, CA 90017

213.243.5500  
BuildExpo.org

July 12, 2018

**EXPO2-03011**  
File Code: CA112

Mr. Rick M. Meade, P.E.  
Senior Executive Officer – Transit Project Delivery  
Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012

Subject: Certification of Turnback of Exposition Metro Line

Dear Mr. Meade,

The Expo Construction Authority (Authority) has worked diligently with Metro over the last two years to complete project close out of Expo Phase 2 and the Bikeway as outlined in the Master Cooperative Agreement dated January 28, 2014. Currently, we are on target to complete our last few activities at the Division 14 Operations and Maintenance Facility in July 2018.

Attached is the Certification of Turnback for Phase 2 of the Exposition Metro Line Light Rail Project. This document certifies that the Authority has completed all activities identified in Section 7.5 of the Master Cooperative Agreement dated January 28, 2014.

We request your consideration and acknowledgement from Metro that the Turnback Process is complete.

Sincerely,

William H Reagan  
Chief Executive Officer

Attachments:

Certification of Turnback for Phase 2 of Exposition Metro Line Light Rail Project

cc: B. Gandy, Document Control



**CERTIFICATION OF TURNBACK  
FOR PHASE 2 OF THE EXPOSITION METRO LINE LIGHT RAIL PROJECT**

This Certification of Turnback ("Certificate") is issued by the Exposition Metro Line Construction Authority (Construction Authority) to the Los Angeles County Transportation Authority ("LACMTA") for the purpose of completing Phase 2 of the Exposition Metro Line Light Rail Project ("Project").

**RECITALS:**

1. WHEREAS, pursuant to Section 7.5 of the Master Cooperative Agreement for the Exposition Metro Line Construction Authority, executed between the parties on or about January 28, 2014 ("MCA"), Construction Authority has agreed to certify that the Project is completed and ready for Turnback to the LACMTA; and
2. WHEREAS, Construction Authority has determined that the Project has been completed and is ready for Turnback to the LACMTA;

**CERTIFICATION OF TURNBACK**

**NOW, THEREFORE**, incorporating, and in consideration of, the foregoing Recitals, Construction Authority hereby issues the following Certification of Turnback to the LACMTA, as follows:

1. **Effective Date of Certification.**

This Certificate shall have an effective date of July 12, 2018.

2. **Construction Authority's Determination of Project Completion**

The Construction Authority hereby certifies to LACMTA that all requirements of Section 7.5 of the MCA have been satisfied, and the Project is ready for Turnback to LACMTA.

**IN WITNESS WHEREOF**, the Board of Directors of the Construction Authority has caused this Certification to be duly executed and delivered as of the above date.

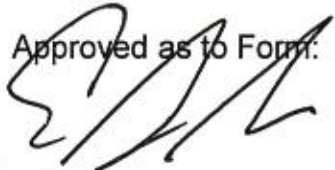
**EXPOSITION METRO LINE CONSTRUCTION AUTHORITY**

By:

  
\_\_\_\_\_  
William H Reagan  
Chief Executive Officer

Approved as to Form:

By:

  
\_\_\_\_\_  
E. George Joseph  
General Counsel



Board Report

File #: 2018-0453, File Type: Agreement

Agenda Number: 46.

**EXECUTIVE MANAGEMENT COMMITTEE  
JULY 19, 2018**

**SUBJECT: REGIONAL PLANNING AND COORDINATION  
AGREEMENTS**

**ACTION: APPROVE RECOMMENDATION**

**RECOMMENDATION**

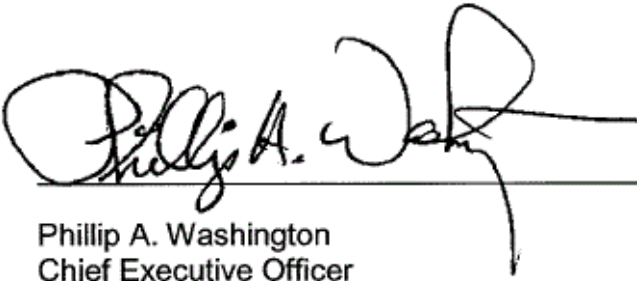
AUTHORIZE the Chief Executive Officer to execute Memorandums of Understanding with the Riverside County Transportation Commission (RCTC) and the Orange County Transportation Authority (OCTA) for its regional multi-modal planning efforts.

**ATTACHMENTS**

- Attachment A - Staff Analysis - Metro, RCTC and OCTA Regional Planning and Coordination Efforts
- Attachment B - MOU with Riverside County Transportation Commission
- Attachment C - MOU with Orange County Transportation Authority

Prepared by: Michael Turner, Deputy Executive Officer, Government Relations, 213-922-2122

Reviewed by: Pauletta Tonilas, Chief Communications Officer, (213) 922-3777



Phillip A. Washington  
Chief Executive Officer

**SUBJECT: REGIONAL PLANNING AND COORDINATION AGREEMENTS**

**ACTION: APPROVE RECOMMENDATION**

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute Memorandums of Understanding with the Riverside County Transportation Commission (RCTC) and the Orange County Transportation Authority (OCTA) for its regional multi-modal planning efforts.

**ISSUE**

As Metro's projects and programs continue to expand due to the investment of local funds by county taxpayers and with the passage of SB 1, it is more incumbent upon Metro to work at the regional level to ensure that transportation planning for the region as a whole maximizes our investments in the transportation system and ensures connectivity across county lines.

**DISCUSSION**

Many of the projects pursued by Metro and our neighboring counties provide regional benefit and they rely on the counties working collaboratively. These partnerships are important and should be expanded to include planning activities for the various projects and services provided by Metro and other counties in Southern California.

The connections between Los Angeles County, and, our neighboring counties are indivisible and should be seamless for the commuting public. Our partner and neighbor agencies also share planning responsibilities similar to those of Metro. The connections between our counties help facilitate the ability of people to get to work, help businesses get to markets and help tourists access the world class tourist experiences in Southern California.

For example, Metro's Express Lanes program has proven to be of benefit to not just Los Angeles County's residents but to those of our neighboring counties. As this system grows it will be more proximate to our neighboring counties. The toll operators in Southern California have established cooperative working relationships to ensure ease of use for commuters.

Under the leadership of our immediate past Chair Eric Garcetti, Metro has engaged in discussions with the RCTC and OCTA to identify opportunities to collaborate and coordinate the collective efforts of our transportation agencies. As a result of those discussions it was identified that these cooperative relationships should be memorialized in Memoranda of Understanding (MOU) between the Los Angeles and Orange and Riverside County transportation agencies. These MOUs establish the agreement of the respective agencies to collaborate on projects and programs between our counties. The MOUs further provide that each agency will coordinate with Caltrans and SCAG on regional intercounty transportation efforts as well as partnering with each

other on possible joint Federal and State funding opportunities for multi-county projects and efforts. These efforts could include freight projects and projects associated with the Los Angeles/Long Beach Port Complex.

The attached MOUs are the result of our collaborative discussions and identify the general areas of cooperation between all three agencies.

**DETERMINATION OF SAFETY IMPACT**

There is no determined safety impact due to the enactment of the proposed MOUs.

**ALTERNATIVES CONSIDERED**

The Board could decide not to execute the MOUs, however, staff does not recommend this approach since the MOUs provide a basis for increased collaboration among the agencies.

**FINANCIAL IMPACT**

There is no financial impact to executing the MOUs.

MEMORANDUM OF UNDERSTANDING BETWEEN  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA)  
AND  
RIVERSIDE COUNTY TRANSPORTATION COMMISSION (RCTC)

WHEREAS, LACMTA is the transportation coordinator, designer, builder and operator in Los Angeles County, California;

WHEREAS, RCTC is the transportation coordinator, funding agency, designer and builder of regional transportation infrastructure, and operator of express lanes and commuter rail stations in Riverside County, California;

WHEREAS, Los Angeles and Riverside Counties are indivisibly connected by a multi-modal transportation system that connects people to employment, businesses to markets, and tourists to world class experiences;

NOW, THEREFORE, the parties hereby agree as follows:

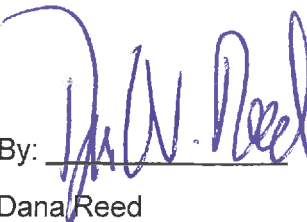
1. Provide annual reports to each board that highlights planning and coordination efforts between both agencies for the following transportation efforts:
  - a. Daily intercity rail service between Los Angeles and the Coachella Valley;
  - b. Commuter rail connectivity coordination and planning efforts;
  - c. Olympics and special events transportation coordination efforts;
  - d. Infrastructure and community mitigations in both counties related to goods movement to and from the Ports of L.A. and Long Beach;
2. Coordinate with the California Department of Transportation (Caltrans) and Southern California Association of Governments (SCAG) on regional intercounty transportation planning efforts, including the express lanes network.
3. Partnering on possible joint Federal and State grant and funding opportunities for multi-county transportation projects, such as a goods movement joint agreement and planning efforts, including but not limited to Ports of L.A./Long Beach, LACMTA, RCTC.

IN WITNESS THEREOF, THIS MEMORANDUM OF UNDERSTANDING has been executed on this 29 day of June, 2018, and shall remain in effect for a period of five years, unless this Memorandum of Understanding is earlier terminated or extended by a further writing executed by the undersigned parties.

RECOMMENDED FOR APPROVAL

By: 

Eric Garcetti  
LACMTA Chair

By: 

Dana Reed  
RCTC Chair

MEMORANDUM OF UNDERSTANDING BETWEEN  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
(LACMTA)  
AND  
ORANGE COUNTY TRANSPORTATION AUTHORITY (OCTA)

WHEREAS, LACMTA is the transportation coordinator, designer, builder and operator in Los Angeles County, California

WHEREAS, OCTA is the transportation coordinator, designer, builder and operator in Orange County, California.

NOW, THEREFORE, the parties hereby agree as follows:

1. Provide annual reports to each board that highlights planning and coordination efforts between both agencies for the following transportation efforts:
  - a. ExpressLanes/Manage Lanes coordination and planning efforts
  - b. Transit connectivity coordination and planning efforts
  - c. Olympics and Stadium special events transportation coordination efforts
2. Coordinate with Caltrans and Southern California Association of Governments (SCAG) on regional intercounty transportation planning efforts.
3. Partnering on possible joint Federal and State grant and funding opportunities for multi-county transportation projects.

IN WITNESS THEREOF, THIS MEMORANDUM OF UNDERSTANDING has been executed on this 2<sup>nd</sup> day of November 2017, and shall remain in effect for a period of years, unless this Memorandum of Understanding is earlier terminated or extended by a further writing executed by the undersigned parties.

RECOMMENDED FOR APPROVAL

By: 

Eric Garcetti

LACMTA Chair

By: 

Mike Hennessy

OCTA CHair



**Board Report**

**File #:** 2018-0433, **File Type:** Federal Legislation / State Legislation (Position)

**Agenda Number:** 49.

**EXECUTIVE MANAGEMENT COMMITTEE  
JULY 19, 2018**

**SUBJECT: FEDERAL LEGISLATION**

**ACTION: ADOPT STAFF RECOMMENDED POSITIONS**

**RECOMMENDATION**

ADOPT staff recommended positions:

A. House Resolution 6016 (Napolitano) - Bus Operator and Pedestrian Protection Act  
**SUPPORT WORK WITH AUTHOR**

B. House Resolution 3305 (Blumenauer) - The Bikeshare Transit Act of 2017 **SUPPORT**

**ATTACHMENTS**

Attachment A - H.R. 6016 (Napolitano) Legislative Analysis  
Attachment B - H.R. 3305 (Blumenauer) Legislative Analysis

Prepared by: Marisa Yeager, Senior Manager, Government Relations (213) 922-2262  
Michael Davies, Senior Manager, Government Relations (202) 248-5426

Reviewed by: Pauletta Tonilas, Chief Communications Officer, (213) 922-3777

Phillip A. Washington  
Chief Executive Officer



## ATTACHMENT A

**BILL:** HOUSE RESOLUTION 6016

**AUTHOR:** REPRESENTATIVE GRACE NAPOLITANO

**SUBJECT:** BUS OPERATOR AND PEDESTRIAN PROTECTION ACT

**STATUS:** HOUSE – REFERRED TO THE TRANSPORTATION AND INFRASTRUCTURE SUBCOMMITTEE ON HIGHWAYS AND TRANSIT

**ACTION:** SUPPORT WORK WITH AUTHOR

### **RECOMMENDATION**

Staff recommends that the Board of Directors adopt a SUPPORT WORK WITH AUTHOR position on H.R. 6016 – the Bus Operator and Pedestrian Act authored by Representative Grace Napolitano of California.

### **ISSUE**

As a result of Members of Congress hearing major news stories of an increase in nationwide bus operators assaults, a number of members of Congress have expressed their concerns for the safety of bus operators and passengers as these assaults often occur while the bus is moving.

Representative Grace Napolitano has introduced H.R. 6016, The Bus Operator and Pedestrian Protection Act, which gives transit agencies two years to develop Bus Operations Safety Risk Reduction Programs in partnership with their transit workforce, and with oversight from the U.S. Department of Transportation (USDOT). The bill authorizes \$25 million per year for 5 years to pay for the implementation of these safety improvements as part of their Bus Operations Safety Risk Reduction Programs:

- Assault mitigation infrastructure and technology, including barriers to prevent assaults on bus operators
- De-escalation training for bus operators
- Modified bus specifications and retrofits to reduce visibility impairments
- Driver assistance technology that reduces accidents
- Installation of enhanced bus driver seating to reduce ergonomic injuries

This legislation will also require transit agencies to report all assaults on bus drivers to the USDOT's National Transit Database (NTD).

## **DISCUSSION**

Last year, Metro sponsored AB 468 (Santiago), signed by Governor Jerry Brown, which authorizes Metro to issue prohibition orders. This legislation was a direct result of Metro board actions as well as strategies with our Systems Safety, Security, Operations and Law enforcement staff to combat assaults on bus operators

Metro has undertaken steps to install barriers on all Metro buses including retrofitting older coaches with a reasonable useful life remaining and on all new buses. We have also installed closed circuit monitors above the operator's compartment and behind the operator. The placement of these monitors has provided a demonstrable deterrent to diminish assaults against bus operators. The first buses that were installed with monitors were placed on bus lines with high fare evasion rates.

In addition to measures taken by Metro to mitigate assaults on bus operators, we continue to work on the following safety-related items:

- Implemented de-escalation training for all bus operators both on an annual basis and intensively after an incident occurs;
- Currently conducting a demonstration pilot project at Divisions 10 and 13 to evaluate competing collision avoidance and mitigation technologies to prevent bus-pedestrian accidents, particularly when buses are making right or left hand turns. The technologies that will be tested are designed to emit an audible alert through external speakers on the buses to warn pedestrians waiting at the intersections that the bus is turning, and,
- We are also in the planning stages of performing a mandatory barrier usage pilot program at one bus division, when all of the buses have been fully retrofitted with barriers. This pilot program is intended to determine whether required usage of barriers materially reduces the incidence of assaults against bus operators.

While Metro strongly supports the goals of this legislation to protect bus operators, Metro would like to work with the Congresswoman to ensure the language in the bill provides a reasonable regulatory path.

H.R.6019 is supported by the Almagamated Transportation Union (ATU), International Association of Sheet Metal, Air, Rail, and Transportation Workers (SMART), Transport Workers Union of America (TWU), AFL-CIO Transportation Trades Department, and Teamsters.

For these reasons, staff recommends that the Board of Directors adopt a SUPPORT WORK WITH AUTHOR position on H.R. 6016.

## **DETERMINATION OF SAFETY IMPACT**

Staff has reviewed this proposal and has determined that the legislation would assist in improving bus operator safety in Los Angeles County and nationwide.

### **FINANCIAL IMPACT**

Staff has not determined the financial impact of the bill, but anticipates that some impacts will be minor, since Metro has already implemented seat improvements, de-escalation training and operator barriers. The capital cost of driver assistance technology and changes to bus specifications have not been determined.

### **ALTERNATIVES CONSIDERED**

Staff has considered adopting either an oppose or neutral position on the bill. An oppose or neutral position would be inconsistent with Metro's Board approved 2018 Federal Legislative Program.

### **NEXT STEPS**

Should the Board approve a SUPPORT WORK WITH AUTHOR position for H.R.6019, staff will prepare a position letter for the bill and work with Representative Grace Napolitano and other members of Congress as this bill continues to be considered by the appropriate congressional committees.

**BILL: HOUSE RESOLUTION 3305**

**AUTHOR: REPRESENTATIVE EARL BLUMENAUER**

**SUBJECT: THE BIKESHARE TRANSIT ACT OF 2017**

**STATUS: HOUSE – REFERRED TO THE TRANSPORTATION AND  
INFRASTRUCTURE COMMITTEE, SUBCOMMITTEE ON HIGHWAYS  
AND TRANSIT**

**ACTION: SUPPORT**

**RECOMMENDATION**

Staff recommends that the Board of Directors adopt a SUPPORT position on H.R. 3305 –The Bikeshare Transit Act of 2017 (115<sup>th</sup> Congress) authored by Representative Earl Blumenauer of Oregon.

**ISSUE**

U.S. Representative Earl Blumenauer has introduced H.R. 3305 (Blumenauer) – The Bikeshare Transit Act of 2017 which would, if enacted into federal law, clarify the definition of bikeshare projects that qualify as an “associated transit improvement” under Title 49 of U.S. Code, add bikeshare projects to the definition of “capital project” under Title 49 of U.S. Code, and make bikeshare projects eligible for funding under the Congestion Mitigation and Air Quality Improvement Program (CMAQ) under Title 23 of U.S. Code. The legislation seeks to add bikeshare projects to the formal definitions of transit projects as well as make clear to states that administer FHWA funding that bikeshare is eligible to receive federal funding.

While some bikeshare systems throughout the nation have received federal support through the CMAQ program, there is no established federal program that currently funds the ongoing needs of bikeshare systems. States such as California recognize that bikeshare projects are eligible for CMAQ funding, but the interpretation of eligibility is not uniform across the nation. To best support the development of successful bikeshare projects as well as be supportive of federal funding for bikeshare projects, it is important to clarify current law and support the uniform implementation of federal involvement in bikeshare projects nationwide.

**DISCUSSION**

Nationally, bikeshare systems are opening in large and small communities and represent an important mode of transit that can improve air quality, reduce congestion and enhance the quality of life for individuals. Currently, there are well over 100 bikeshare systems throughout the nation with more than 35 million trips taken last year. To help provide federal resources to bikeshare projects, Congressman Blumenauer’s

legislation, H.R. 3305, would define “bikeshare” in U.S. Code as well as make bikeshare projects eligible for federal funding. The Bikeshare Transit Act will allow federal funding to be used for acquiring or replacing bikeshare related equipment and the construction of bikeshare facilities. The Bikeshare Transit Act will remove significant barriers facing new bikeshare projects as well as those for existing bikeshare programs applying for federal funding.

Staff believes that by supporting bikeshare systems throughout the nation, our region could directly benefit by learning best practices. Additionally, by solidifying the eligibility of bikeshare projects under federal law, Metro staff believes that support from the FHWA and FTA to implement and work through issues related to bikeshare projects would be improved and would directly benefit bikeshare programs across Los Angeles County.

#### **Determination of Safety Impact**

Staff has reviewed this legislation and determined that the legislation does not have a negative impact on safety.

#### **FINANCIAL IMPACT**

Staff has determined that the legislation could have a positive financial impact on our agency if the USDOT were to direct federal funds for our agency’s bikeshare program.

#### **ALTERNATIVES CONSIDERED**

The Board of Directors could consider adopting an Oppose position on this legislation, however, this would be inconsistent with our Board-approved 2018 Federal Legislative program and the Najarian-Barger Motion adopted by the Board on May 24, 2018 related to bikeshare.

#### **NEXT STEPS**

Should the Board decide to SUPPORT H.R.3305, staff will draft a support letter and work with the Los Angeles County Congressional Delegation to advocate for the passage of The Bikeshare Transit Act of 2017.



## Board Report

File #: 2018-0241, File Type: Contract

Agenda Number: 9.

### FINANCE, BUDGET AND AUDIT COMMITTEE JULY 18, 2018

**SUBJECT: GENERAL LIABILITY CLAIMS ADMINISTRATION  
SERVICES**

**ACTION: APPROVE RECOMMENDATION**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute Modification No. 5 to Contract No. PS05312717, with Carl Warren & Company (CWC), for general liability claims administration services, to exercise the second, three-year option in the amount of \$7,867,714 increasing the total contract value from \$18,028,927 to \$25,896,641 and extending the contract term from November 1, 2018 to October 31, 2021.

#### **ISSUE**

Contract No. PS05312717 currently provides for public liability and property damage third-party claims administration services. The contract consists of a four-year base period and two, three-year options for a combined total of \$25,896,641.

On August 4, 2011, the Board authorized the CEO to award the ten years and two months fixed-price contract to CWC in the amount of \$25,896,641 for all ten years inclusive of two, three-year options. CWC was awarded the Contract with a base term from September 1, 2011 to October 31, 2015. Based on our assessment of current industry conditions and regional economic growth occurring since the contract award in 2011, pricing has not improved in the interim.

We are returning to the Board for authorization to exercise the second, three-year option. Staff has determined that the previously negotiated option prices with CWC are fair, reasonable and will result in cost savings to Metro. The approval of this action is required to continue processing public liability claims timely and seamlessly.

#### **BACKGROUND**

Consistent with practice of many other public agencies including the County of Los Angeles, the Los Angeles Unified School District and others, staff uses the services of a Third Party Administrator (TPA) to investigate, evaluate and resolve all general liability claims, primarily bus accidents, valued at \$50,000 or less. More than 95% of claims received are valued at less than \$50,000, including

minor property damage and bodily injury claims. In 1998, Metro assumed responsibility for claims administration in-house for claims valued at \$50,000 and greater; thereby, reducing contract costs and allowing for better control of high value claims by Metro executive management and improved coordination with counsel.

Subrogation of losses against a responsible third party is also part of the services provided by the TPA. Over the last seven years, Metro received gross recoveries of more than \$1 million annually from subrogation or cross complaints and the TPA receives an incentive fee on subrogated cash receipts. Contract incentives for subrogation recoveries are consistent with industry best practice since they encourage the TPA to recover as much as possible from third parties.

Metro received 2,706 claims in fiscal year 2016, 2,548 claims in fiscal year 2017 and estimated 2,620 claims in fiscal year 2018. The open general liability claim inventory on May 31, 2018 was 1,901 claims. Processing claims with an inventory of this size requires the issuance of approximately 700 payments monthly to claimants, attorneys, experts and others along with processing approximately 2,000 incoming and 1,000 outgoing pieces of mail. The expertise and infrastructure of a professional TPA in resolving these claims and litigation is essential for structuring a competitive and cost-effective program.

### **DISCUSSION**

Our current TPA, CWC, provides staff and management of 24 individuals to support claims administration in-house. CWC staff provides claims adjusting, 1099 and W-9 processing, initial claim data entry as well as investigation services. They receive a 20% incentive fee on subrogated cash receipts which is less than the 25% considered middle of the industry practice range. CWC subrogation recoveries exceeded \$1.3 million in each of the prior three years of the Contract.

Metro engaged an independent auditor to review 200 claim files for administration performance and best practices. The auditor randomly selected open, closed, litigated, non-litigated, and subrogated claims. The audit completed in June 2018, concluded CWC is providing satisfactory claims administration and subrogation services.

CWC was by far the lowest price proposer out of seven proposers in the competitive procurement process. CWC was also the highest scoring proposer using the weighted values defined in the original RFP document. Attachment A summarizes the procurement activity. Under the current contract, CWC meets their 21.8% commitment to small business participation through the use of subcontractor Sam Hooper and Associates. Although not a requirement at the time, the small business subcontractor is also a qualified DBE.

CWC has been in the claims industry for over 70 years and has handled claims for such clients as Long Beach Transit, Gardena Transit, County of Los Angeles, California Joint Powers Insurance Authority, Santa Clara Valley Transportation Authority and San Mateo County Transit District.

### **DETERMINATION OF SAFETY IMPACT**

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



## **FINANCIAL IMPACT**

The funding for eight months of \$1,748,381 for this action is included in the FY19 budget in cost center 0531, Non-Departmental - Risk Management, under project 100018 (PRMA-PLPD).

Since this is a multi-year contract, the Chief Risk, Safety, and Asset Management Officer will be accountable for budgeting the cost in future years. In FY18, an estimated \$2.8 million was expensed on this Contract.

### **Impact to Budget**

Approval of this action is included in the FY19 budget. The sources of funds for this action are bus and rail operations eligible and include fares and sales tax revenues. No other sources of funds were considered for this activity because TPA services almost exclusively support bus and rail operations.

## **ALTERNATIVES CONSIDERED**

Staff considered a new procurement action for TPA services; however, this alternative is not recommended. On-boarding a new contractor requires significant staff resources, lead time and opportunity costs. Once the new contractor is issued the notice-to-proceed, a transition period of six to twelve months could be expected. New staff will need to be trained on the RiskMaster claims administration system, learn the internal claims administration process and then develop valuable internal contacts to facilitate adjusting the claims timely and efficiently. Staff does not consider a new procurement as a viable option, at this time, given the availability of option years.

Staff also considered providing the service through Metro in-house staff. This alternative would require the hiring of up to 30 additional qualified full-time staff to administer the general liability claims currently administered by CWC. CWC currently provides 24 dedicated claims staff as well as additional off-site non-dedicated staff for field investigations. Hiring and retaining full-time staff would be very challenging for Metro because we would need to attract, train and retain a sufficient number of qualified employees in this industry's highly competitive market. Staff's assessment indicates this is not a cost effective option for Metro since the cost to self-administer would be similar, if not more, than the costs of contracting for this service.

## **NEXT STEPS**

Upon approval by the Board, staff will execute Contract Modification No. 5 with CWC for general liability claims administration services, to exercise the second, three-year option and extend the period of performance through October 31, 2021.

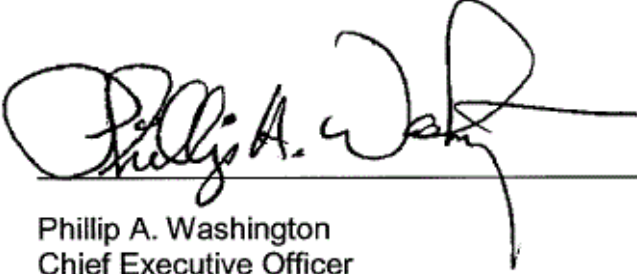
## **ATTACHMENTS**

Attachment A - Procurement Summary  
Attachment B - Contract Modification/Change Order Log  
Attachment C - DEOD Summary

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Prepared by: Tim Rosevear, Manager, Risk Financing, (213) 922-6354

Reviewed by: Greg Kildare, Chief Risk, Safety and Asset Management Officer (213) 922-4971  
Debra Avila, Chief Vendor/Contract Management Officer (213) 418-3051



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Phillip A. Washington  
Chief Executive Officer

## PROCUREMENT SUMMARY

## GENERAL LIABILITY CLAIMS ADMINISTRATION SERVICES / PS05312717

1.	<b>Contract Number:</b> PS05312717		
2.	<b>Contractor:</b> Carl Warren & Company		
3.	<b>Mod. Work Description:</b> Exercise second, three-year option		
4.	<b>Contract Work Description:</b> Provide public liability/property damage third party claims administration services.		
5.	<b>The following data is current as of:</b> 06/04/18		
6.	<b>Contract Completion Status</b>		<b>Financial Status</b>
	<b>Contract Awarded:</b>	7/20/11	<b>Contract Award Amount:</b> \$ 10,307,876
	<b>Notice to Proceed (NTP):</b>	N/A	<b>Total of Modifications Approved:</b> \$ 7,721,051
	<b>Original Complete Date:</b>	10/31/18	<b>Pending Modifications (including this action):</b> \$ 7,867,714
	<b>Current Est. Complete Date:</b>	10/31/21	<b>Current Contract Value (with this action):</b> \$ 25,896,641
7.	<b>Contract Administrator:</b> Marc Margoni		<b>Telephone Number:</b> (213) 922-1304
8.	<b>Project Manager:</b> Tim Rosevear		<b>Telephone Number:</b> (213) 922-6354

**A. Procurement Background**

This Board Action is to approve Contract Modification No. 5 issued to continue the public liability/property damage third party claims administration services with Carl Warren & Company (CWC) by exercising the second, three-year option.

This Contract Modification will be processed in accordance with Metro's Acquisition Policy and the contract type is a fixed price.

On July 20, 2011, the Board awarded a fixed price contract to CWC for general liability claims administration services in an amount of \$25,896,641 for a total of ten years and two months, inclusive of two, three-year options, effective September 1, 2011. The original contract award amount is \$10,307,876 for the four-year base period, \$7,721,051 for the first, three-year option (November 1, 2015 through October 31, 2018), and \$7,867,714 for the second, three-year option (November 1, 2018 through October 31, 2021).

(Refer to Attachment B – Contract Modification/Change Order Log)

**B. Cost/Price Analysis**

The recommended price for the option years has been determined to be fair and reasonable based upon the monthly rates that were established and evaluated as part of the original competitive contract award. The negotiated rates for the option years increased by an average of 1.9%, which is lower than 3.1% reported by U.S. Bureau of Labor Statistics for total compensation, and wage and salaries for private industry workers – western area for the 12-month period ending March 2018. Therefore, exercising the options is in the best interest of Metro. The Contract was a result of a competitive RFP in which the option years pricing was evaluated and deemed to be fair and reasonable.

<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Modification Amount</b>
\$7,867,714	\$10,800,000	<b>\$7,867,714</b>

**CONTRACT MODIFICATION/CHANGE ORDER LOG**  
**GENERAL LIABILITY CLAIMS ADMINISTRATION SERVICES**  
**CONTRACT NO. PS05312717**

<b>Mod. No.</b>	<b>Description</b>	<b>Date</b>	<b>Amount</b>
1	Revise Section SP 11, Subrogation Recoveries to clarify requirements (workers' compensation)	10/28/14	\$0
2	Revise Section SP 11, Subrogation Recoveries to clarify requirements (pursue restitution)	10/28/14	\$0
3	Approve Subcontractor Substitution	11/21/14	\$0
4	Exercise First, Three-Year Option extending period of performance through October 31, 2018	10/13/15	\$7,721,051
5	<b>Exercise Second, Three-Year Option</b>	<b>Pending</b>	<b>\$7,867,714</b>
	<b>Modification Total:</b>		<b>\$15,588,765</b>
	<b>Original Contract:</b>	<b>7/20/2011</b>	<b>\$10,307,876</b>
	<b>Total:</b>		<b>\$25,896,641</b>

DEOD SUMMARY

GENERAL LIABILITY CLAIMS ADMINISTRATION SERVICES / PS05312717

**A. Small Business Participation**

Carl Warren & Company (CWC) made a 21.8% Disadvantaged Business Enterprise (DBE) commitment. The project is 90% complete and CWC is exceeding their DBE commitment with a current DBE participation of 22.34%. DBE subcontractor Fu-Gen, Inc. ceased operations in 2014. Subsequently, Carl Warren added Sam Hooper & Associates to meet their DBE commitment.

<b>Small Business Commitment</b>	<b>21.8% DBE</b>	<b>Small Business Participation</b>	<b>22.34% DBE</b>
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	<b>DBE Subcontractors</b>	<b>% Committed</b>	<b>Current Participation<sup>1</sup></b>
1.	Fu-Gen, Inc.	21.8%	10.08%
2.	Sam Hooper & Associates	Added	12.26%
	<b>Total</b>	<b>21.8%</b>	<b>22.34%</b>

<sup>1</sup>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 (LW/SCWRP) 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.



Board Report

File #: 2018-0389, File Type: Contract

Agenda Number: 11.

FINANCE, BUDGET AND AUDIT COMMITTEE  
JULY 18, 2018

SUBJECT: BUS DRIVER CONTROL UNITS FOR TAP FAREBOXES

ACTION: APPROVE CONTRACT AWARD

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute Contract No. DR54997000 to Golden Star Technology, Inc. (GST) for the purchase of 2,963 tablet devices to be mounted to the bus farebox, required for the farebox upgrades to serve as the bus operator’s Driver Control Unit (DCU), in the amount of \$5,877,413.32, subject to resolution of protest(s), if any.

**ISSUE**

In June 2018, staff presented Part 1 of contract award recommendations to the Board for fare collection equipment to upgrade aging bus fareboxes to enhance system security, prepare for new payment technologies and ensure near real-time communications.

This contract award for the tablet devices is Part 2 of the two-part procurement strategy to upgrade the TAP fareboxes.

**DISCUSSION**

Staff recommended this upgrade approach to address equipment obsolescence, enhance security of the fare collection system and prepare for new payment technologies including open payments.

The tablet-based Driver Control Unit (DCU) will be mounted to the bus farebox and is required to control and manage the bus farebox. The DCU features large full-color, high-definition display, with adjustable brightness and larger buttons for fare classification. The display is anti-glare, and bus operators are able to operate the tablet while wearing gloves. A comparison between the old and new bus operator control units can be seen in Attachment C.

**DETERMINATION OF SAFETY IMPACT**

No adverse safety impacts are anticipated.

**FINANCIAL IMPACT**



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The funding for the tablet devices is included in the \$45 million Life-of-Project budget for all Metro costs of fare collection equipment purchase, installation, and necessary software upgrades.

Impact to Budget

The funding for this contract will be included in the FY19 budget. The sources of funding for this project will be State Local Partnership Program (LPP) formula funds and local funds. The State LPP funds require a dollar for dollar match of local funds and are not eligible for bus and rail operations. The Executive Officer of TAP and Project Manager will be responsible for budgeting costs in future years, if needed.

**ALTERNATIVES CONSIDERED**

The Board may choose not to award the contract for the tablet devices. This is not recommended as complementary hardware and software for the farebox upgrades have been already awarded in June as Part 1 of the procurement strategy.

As transportation infrastructure is completed and new visitors arrive in Los Angeles for the 2028 Summer Olympics, it is important that TAP equipment is also upgraded to complement the enhanced infrastructure and provide visitors state-of-the-art fare payment options.

**NEXT STEPS**

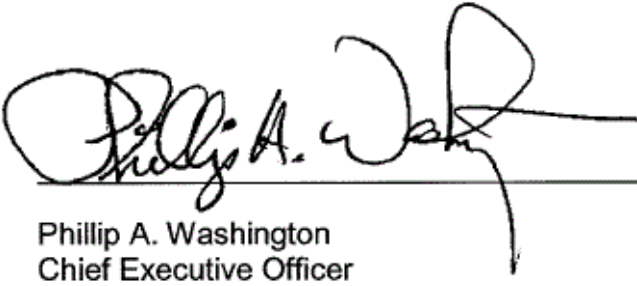
Upon Board approval, staff will execute Contract No. DR54997000 with Golden Star Technologies Inc. (GST) to proceed with the purchase of the tablet devices to complete installation. The farebox upgrades will be completed within one year of Notice-to-Proceed (NTP).

**ATTACHMENTS**

- Attachment A - Procurement Summary
- Attachment B - DEOD Summary
- Attachment C - Comparison of Old and New Bus Operator Control Units

Prepared by: Mauro Arteaga Jr., Senior Director, TAP Technical Systems, (213) 922-2953  
David Sutton, Executive Officer, Finance/TAP, (213) 922-5633

Reviewed by: Nalini Ahuja, Chief Financial Officer, (213) 922-3088  
Debra Avila, Chief Vendor/Contract Management Officer, (213) 418-3051



Phillip A. Washington  
Chief Executive Officer

## PROCUREMENT SUMMARY

## GETAC TABLETS &amp; MOUNTS DR54997000

1.	<b>Contract Number:</b> DR54997000	
2.	<b>Recommended Vendor:</b> Golden Star Technology, Inc. (GST)	
3.	<b>Type of Procurement (check one):</b> <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	A. <b>Issued:</b> June 13, 2018	
	B. <b>Advertised/Publicized:</b> June 14, 2018	
	C. <b>Pre-Bid Conference:</b> N/A	
	D. <b>Proposals Due:</b> July 6, 2018	
	E. <b>Pre-Qualification Completed:</b> Pending	
	F. <b>Conflict of Interest Form Submitted to Ethics:</b> July 6, 2018	
	G. <b>Protest Period End Date:</b> July 25, 2018	
5.	<b>Solicitations Picked up/Downloaded:</b> 12	<b>Bids/Proposals Received:</b> 1
6.	<b>Contract Administrator:</b> Anush Beglaryan	<b>Telephone Number:</b> (213) 418-3047
7.	<b>Project Manager:</b> Mauro Arteaga	<b>Telephone Number:</b> (213) 922-2953

**A. Procurement Background**

This Board Action is to approve Contract No. DR54997000 issued in support of Metro's Farebox Upgrade Project, to procure Getac brand tablets, mounts and additional warranty. Board approval of contract awards are subject to resolution of any properly submitted protest.

IFB No. DR54997 was issued in accordance with Metro's Acquisition Policy and the contract type is a firm fixed price.

Two amendments were issued during the solicitation phase of this IFB:

- Amendment No. 1, issued on July 2, 2018 amended Exhibit 2 – Schedule of Quantities & Prices;
- Amendment No. 2, issued on July 3, 2018 clarified California Recycling Fee;

A total of one bid was received on July 6, 2018. Metro staff conducted a market survey to determine why there were no other bid submittals as per the Acquisition Policy and Procedures Manual. Only one firm responded. The firm stated they just decided not to bid.

**B. Evaluation of Bids**

This procurement was conducted in accordance, and complies with LACMTA's Acquisition Policy for a competitive sealed bid. One bid was received from Golden Star Technology, Inc. (GST). GST met all of the requirements specified in the IFB and was determined to be technically responsive.

**C. Price Analysis**

The recommended bid price from GST was evaluated in compliance with Metro's Acquisition Policies and Procedures. Staff conducted a price analysis of the bid. Based on the price analysis, technical analysis, fact-finding and clarifications with the bidder, then final agreed to price of \$5,877,413.32 has been determined to be fair and reasonable.

<b>Bidder Name</b>	<b>Bid Amount</b>	<b>Metro ICE</b>
Golden Star Technology, Inc. (GST)	\$ 5,877,413.32	\$5,504,456.00

**D. Background on Recommended Contractor**

The recommended firm, Golden Star Technology, Inc. (GST) located in Cerritos, California has been in business for 30 years, and is a leader in the field of advanced information technology and audio visual solutions. GST serves customers both in the United States and in Asia. GST is a woman-owned minority business.

Although GST has not done business with Metro, it has extensive experience with agencies such as the County of Los Angeles, Long Beach Unified School, District, County of Riverside and many others.

DEOD SUMMARY

**BUS DRIVER CONTROL UNITS FOR TAP FAREBOXES / CONTRACT NO. DR54997**

**A. Small Business Participation**

The Diversity and Economic Opportunity Department did not establish a Small Business Enterprise (SBE) goal for this solicitation due to lack of subcontracting opportunities. According to the Project Manager, the tablets are manufactured as a single device solution that cannot be taken apart without damaging the hardware, and the vehicle docking mounts will be installed by Metro personnel. Golden Star Technology, Inc. (GST) did not make a SBE commitment.

**B. Living Wage and Service Contract Worker Retention Policy Applicability**

The Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) is not applicable on 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 C – Old and New Bus Operator Driver Control Units

### OLD bus operator control unit

- Poor contrast on screen
- Small font
- Hard-to-press keys
- Glare in the sun



### NEW bus operator Driver Control Unit (DCU)

- High-definition display
- Touchscreen
- Anti-glare
- Glove compatible





# Metro

## Master

File Number: 2018-0389

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

**File ID:** 2018-0389

**Type:** Contract

**Status:** Agenda Ready

**In Control:** Finance, Budget  
and Audit  
Committee

**File Created:** 06/07/2018

**Final Action:**

**Title:** AUTHORIZE the Chief Executive Officer to execute Contract No. DR54997000 to Golden Star Technology, Inc. (GST) for the purchase of 2,963 tablet devices to be mounted to the bus farebox, required for the farebox upgrades to serve as the bus operator's Driver Control Unit (DCU), in the amount of \$5,877,413.32, subject to resolution of protest(s), if any.

**Sponsors:** Finance and Budget and Audit Committee

**Attachments:** Attachment A - Procurement Summary.pdf,  
Attachment B - DEOD Summary.pdf, Attachment C -  
Old OCU vs. New DCU Comparison

### History of Legislative File

Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
OCEO Draft Review	06/29/2018					
Finance, Budget and Audit Committee	07/18/2018					
Board of Directors - Regular Board Meeting	07/26/2018					





## Board Report

File #: 2018-0318, File Type: Policy

Agenda Number: 12.

### FINANCE BUDGET AND AUDIT COMMITTEE JULY 18, 2018

**SUBJECT: GREATER LEIMERT PARK VILLAGE CRENSHAW  
CORRIDOR BUSINESS IMPROVEMENT DISTRICT**

**ACTION: APPROVE RECOMMENDATION**

#### **RECOMMENDATION**

APPROVE Metro's participation in the Leimert Park Village Corridor Business Improvement District for a period of five years commencing January 1, 2019 through December 31, 2023 for an estimated amount of \$62,000.

#### **ISSUE**

The Leimert Park Village Crenshaw Corridor Business Improvement District (BID) is requesting a five-year authorization for BID services. The BID will have an annual assessment to improve and convey special benefits to properties located within the BID area. The BID will provide improvements and activities, including implementation of a Clean and Safe Program, Marketing Program, and management costs as well as an operating contingency.

#### **DISCUSSION**

The goals of the BID are to:

- improve the safety of each individual parcel within the District;
- increase building occupancy and lease rates; and
- encourage new business development.

Establishment of the BID is a two-step process that includes (1) submission of favorable petitions from property owners representing more than 50% of total assessments to be paid; and (2) return of mail ballots evidencing a majority of ballots cast in favor of the assessment. Ballots are weighted by each property owner's assessment as proportionate to the total proposed District assessment amount.

Metro has supported the formation of BIDs when the service or improvements provide a direct benefit to Metro properties, employees, and customers. Under Proposition 218, the assessing agency that proposes an assessment identifies all parcels that will receive a special benefit. The special benefit for each parcel is determined by: (1) the relationship of the capital cost of a public improvement; (2)

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the maintenance and operation of a public improvement; or (3) the cost of the property-related services being provided. No assessment can be imposed on any parcel that exceeds the reasonable cost of the proportional special benefit on that parcel. All publicly-owned parcels are required to pay their proportional share of costs based on the special benefits conferred to those individual parcels. Only special benefits are assessable. The special benefit to Metro parcels will be an increase in District customers, an increased likelihood of attracting and retaining employees that follows from having a cleaner and safer area, increased use of the public facilities, and increased attraction to the neighborhood. Proposition 218 provides that parcels within a district that are owned or used by any agency "...shall not be exempt from assessment unless the agency can demonstrate by clear and convincing evidence that the property will receive no benefit".

The Metro Board adopted the Guidelines on Metro Participation in Proposed Assessment Districts ("Guidelines", see Attachment E) in June 1998. The Guidelines require staff to analyze each assessment district based on whether it provides a benefit to Metro properties, facilities, Metro employees, and/or Metro's passengers, or reduce costs for the agency. Staff is to provide the Board with an analysis, on a case-by-case basis, that determines whether Metro property benefits from the proposed services or improvements; and whether the benefit to the property exceeds the cost of the assessment. An evaluation of the BID's benefits to Metro is attached (see Attachment C).

#### Description of BID

The BID will have an five (5) year life beginning January 1, 2019 and ending December 31, 2023. The BID Steering Committee collectively determines the programs and priorities for improvements within BID's boundaries. BIDs are administered by professional management.

#### Clean and Safe

To consistently deal with matters of cleanliness, a Clean and Safe Program will be provided. The BID personnel will sweep litter, remove debris and refuse from sidewalks and gutters. Additionally, the BID will remove graffiti.

#### Marketing

A marketing program to communicate the changes that are taking place in the BID and to enhance the positive perception of the BID's service. This program will develop the marketing of the BID as a communication strategy focused around the cultural, historical, and commercial story of the BID.

#### Management

The improvements and activities are managed by a professional staff that requires centralized administrative support. Management oversees contracts, preparation of annual and quarterly reports in addition to policy efforts around the further promotion of the BID's needs.

#### **DETERMINATION OF SAFETY IMPACT**

The Board action will not have an impact on safety standards for Metro.

#### **FINANCIAL IMPACT**

The BID's proposed assessment for Calendar Year 2019 is \$10,862.80. The assessments will be subject to annual increases not to exceed 5% per year (see Attachment D for full schedule).

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Assuming a 5% increase per year, the total cost to Metro over the eight-year term of the BID is projected to be \$60,024.

Impact to Budget

All funding is paid out of the Non-Departmental Real Estate Accounts-Cost Center 0651, Project 300044, Account 50799-and is included FY19 budget for Countywide Planning and Development. Funding source is ordinary operating funds including fares and sales tax revenues. These funds are eligible for bus and rail operations.

**ALTERNATIVES CONSIDERED**

Metro could refrain from signing the petition and casting a ballot. This alternative is not recommended. Based on the evaluation of the benefits to Metro, participation in the BID is recommended.

**NEXT STEPS**

Execute petition and participate in the BID.

**ATTACHMENTS**

Attachment A - BID Management Plan

Attachment B - Map of Bid

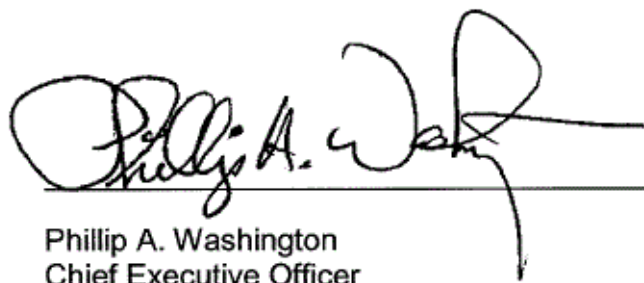
Attachment C - Evaluation of BID's Benefit to Metro

Attachment D - Metro Owned Parcels in BID and 5-Year Costs

Prepared by: John Beck, Principal Real Estate Officer, Countywide Planning & Development, (213) 922-4435

John Potts, Interim Executive Officer, Countywide Planning & Development, (213) 418-3397

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



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Phillip A. Washington  
Chief Executive Officer

## II. Business Improvement District Boundaries

### Overall Boundary (Also see map, page 11)

The Greater Leimert Park Village/Crenshaw Corridor Business Improvement District includes all property within a boundary formed by:

Beginning at the northwest corner of parcel 5044-004-025, then east along the north line of said parcel to east line of said parcel, then south along the east line of parcel 5044-004-025 and the east line of parcels abutting the east side of Crenshaw Boulevard to the south side of Exposition Boulevard, then east along the north line of parcel 5044-002-900 to the east line of said parcel to the south line of said parcel, then to the west side of Bronson Avenue, then south to the south side of Rodeo Road, then east to east line of parcel 5033-001-020, then south along the east line of parcel 5033-001-020 to the south side of Coliseum Street, then west to the west side of Bronson Avenue, then south along the east line of parcel 5033-003-019 and the east line of parcels abutting the east side of Crenshaw Boulevard to the north side of 39<sup>th</sup> Street, then west to the east side of Crenshaw Boulevard, then south to point closest to the northwest corner of parcel 5033-004-901, then across and east along the north line of said parcel to the east line of said parcel, then south along the east line of parcel 5033-004-901 and the east line of parcels abutting the east side of Crenshaw Boulevard to the south side of Martin Luther King, Jr. Boulevard, then east to the west side of McClung Drive, then south to the southeast corner of parcel 5013-009-015, then west to the east line of the parcels abutting the east side of Crenshaw Boulevard, then south along the east line of the parcels abutting the east side of Crenshaw Boulevard to the point closest to the north line of parcel 5024-017-001, then across and east along the north line of said parcel and the north line of the parcels abutting the north side of 43rd Street to the west side of Leimert Boulevard, then south along the west side of Leimert Boulevard to its intersection with the east side of Crenshaw Boulevard, then north along the east side of Crenshaw Boulevard to a point directly east of parcel 5013-013-013, then west along the south line of parcels 5013-013-013 and 014 to the southwest corner of parcel 5013-013-014, then north along the west line of said parcel and the parcels abutting the west side of Crenshaw Boulevard to Stocker Street, then across Stocker Street to a point in the south line of parcel 5032-002-040 on the north side of Stocker Street, then southwesterly along the north side of Stocker Street to the southeasterly side of Santa Rosalia Drive, then northwesterly along the east side of Santa Rosalia Drive to the east side of Buckingham Drive, then north along the east side of Buckingham Drive to the southwesterly side of Martin Luther King, Jr. Boulevard, then south along the southwesterly side of Martin Luther King, Jr. Boulevard to the southeasterly side of Marlton Avenue, then northerly along the easterly side of Marlton Avenue to the north side of 39<sup>th</sup> Street, then west along the south side of parcel 5045-019-040 to the

west side of said parcel, then north along the west side of parcel 5045-019-040 and the west line of parcels abutting the west side of Crenshaw Boulevard to the north side of Rodeo Place, then north along the west side of parcels abutting the east side of Victoria Avenue to the northwest corner of parcel 5046-022-900 , then across Exposition Boulevard to parcel 5046-040-905 and north along the western side of said parcel and east along the north line of said parcel to the west side of parcels abutting the west side of Crenshaw Boulevard, then north along the western line to the northwest corner of parcel 5046-001-047, then east along the north side of said parcel to the northwest corner of parcel 5044-004-025.

### **Zone Boundary Description (Also see map, page 11)**

#### **Zone 1:**

Commercial areas along Crenshaw Blvd (excluding the Baldwin Hills Mall), Marlton Square, the core Leimert Park Village area parcels, and the commercial area along Leimert Blvd. make up Zone 1. The area along Crenshaw Blvd. includes both sides of Crenshaw Blvd. from the south side of Jefferson Blvd. to the north side of 39th St., the east side of Crenshaw from parcel 5033-004-901 to the north side of Stocker St., and both sides of Crenshaw Blvd. from the south side of Stocker St. to parcel 5013-013-013 just south of W. Vernon Avenue on the west side and parcel 5024-018-008 just north of the parcel at the northeast corner of Crenshaw Blvd. and 43<sup>rd</sup> Pl, on the east side of Crenshaw Blvd. Marlton Square is bounded by Martin Luther King, Jr. Blvd. to the north, Santa Rosalia Dr. to the south, Buckingham Rd. to the west and Marlton Ave. to the east. The Leimert Park Village area is bounded by the northern boundary of the parcels abutting the north side of W. 43rd St., the southern boundary of the parcels abutting the north side of W. 43rd Pl., and parcels facing Degnan Blvd. on both the east and west. The area along Leimert Blvd. includes parcels abutting the west side of Leimert Blvd. from 43rd St. to the intersection of Leimert Blvd. and Crenshaw Blvd., and will include two Metro stations, one located at Exposition Blvd. and Crenshaw Blvd., the other located at Crenshaw Blvd. and Vernon Ave. in Leimert Park Village.

#### **Zone 2:**

Crenshaw Mall parcels make up Zone 2. This zone is bounded by 39th St. to the north, Santa Rosalia Dr. and Stocker St. to the south, Marlton Ave. to the west and Crenshaw Blvd. to the east. It will also include a Metro station located at the Baldwin Hills Crenshaw Plaza shopping mall at the corner of Martin Luther King, Jr. Blvd. and Crenshaw Blvd.

### **District Boundary Rationale**

The property land uses within the general boundaries of the District are a mix of retail, restaurant, art, office, parking, government, and mixed-use commercial uses. Leimert Park is unique in that for over 50 years it has been an important center of African-American art and culture as well as a center of commerce in the African-American community. Crenshaw Plaza/Baldwin Hills Mall, which is within the District, was one of the first large shopping malls developed in the United States. The boundaries for the Leimert Park BID were established in

2003 in an effort to respect the historic nature of the commercial district and bring revitalization to the district.

In order to ensure that parcels outside of the District will not specially benefit from the improvements and services funded with the assessment, improvements and services will only be provided to individual assessed parcels within the boundaries of the District. All of the services provided, such as the cleaning work provided by the Clean Team, are services that are over and above the City's baseline of services and are not provided by the City. These services are not provided outside of the District. Improvements and services will only be provided to each individually assessed parcel within the boundaries of the District. Specifically, cleaning personnel, and similar service providers employed in connection with the District will only provide services to individual assessed parcels within the District and will not provide services outside of District boundaries. Nor will District promotional efforts promote activities outside of District boundaries.

Northern Boundary:

The northern boundary of the Greater Leimert Park Village/Crenshaw Corridor Business Improvement District is Jefferson Boulevard. These programs are not designed to provide special benefit to the residential uses outside of District boundaries because District programs are designed to provide special benefits to the retail, restaurant, art, office, parking, government, and mixed-use commercial uses in the form of increasing commercial building occupancy and lease rates, encouraging new business development, enhancing pedestrian pathways and encouraging commerce. Programs funded with the assessment, will only be provided to individual assessed parcels within the boundaries of the District.

Parcels directly north of Jefferson Boulevard differ from District uses in that they are part of the Jefferson Park community and are outside of the Crenshaw Corridor pathway that pedestrians will transverse between the Metro rail line stations at Exposition Boulevard, Martin Luther King, Jr. Boulevard and 43rd Place. Specifically, cleaning personnel, and similar service providers employed in connection with the District will only provide services to individual assessed parcels on the streets and sidewalks within the District and will not provide services outside of District boundaries.

Eastern Boundary:

The eastern boundary of the Greater Leimert Park Village/Crenshaw Corridor Business Improvement District varies between the west side of Leimert Boulevard on the south and the eastern parcel line of parcels facing on the east side of Crenshaw Boulevard, except for the residentially zoned parcels on the east side of Crenshaw Boulevard between 39<sup>th</sup> Street and Martin Luther King, Jr. Blvd. This boundary was determined because properties within the district are commercial while properties outside the eastern district boundary are solely residential in use and will not specially benefit from the unique improvements and services which are designed to provide special benefits in the form of improving the economic and

environmental vitality while preserving and strengthening the historical nature of the commercial uses within the District.

These programs are not designed to provide special benefit to the solely residential uses outside of District boundaries. District programs are designed to benefit commercial parcels because District programs are designed to provide special benefits to the retail, restaurant, art, office, parking, government, and mixed-use commercial uses in the form of increasing commercial building occupancy and lease rates, encouraging new business development, and encouraging commerce. Specifically, sidewalk cleaning personnel, and similar service providers employed in connection with the District will only provide services to individual assessed parcels on the streets and sidewalks within the District, and will not provide services outside of District boundaries.

Southern Boundary:

The southern boundary is the southern parcel line of parcels 5013-013-013, 5013-013-014, and 5013-023-007. This boundary was determined because properties along Crenshaw Boulevard are of similar commercial use as the retail, restaurant, art, office, parking and mixed-use commercial uses as parcels 5013-013-013, 5013-013-014, and 5013-023-007. Parcels 5013-013-013 and 5013-013-014 are on the south west corner of Crenshaw Boulevard and Vernon Avenue, a multi-story bank building, are included in the District to provide District programs to all four corners of the intersection. The street on the south side of parcel 5013-013-013 is used as a street connecting S. Victoria Avenue and Crenshaw Boulevard and acts as a district boundary. Parcels south of the District boundary are a mix of residential intermingled with an occasional small commercial use.

The parcels south of the District boundary represent the dividing boundary between Council Districts 8 and 10 and are identified in the Council District 8 new Destination Crenshaw plan which is being created as a community planning area distinct from the adjacent historic Leimert Park Village located within the proposed District Boundary. Parcels south of the District boundary will not specially benefit from the District marketing program which is designed to increase awareness of historic Leimert Park Village and increase commerce to the historic commercial businesses within the District boundary. The parcels are not part of the traditional Leimert Park Village area and don't further the goal of improving the economic and environmental vitality while preserving and strengthening the historical nature of the commercial uses within the District. Parcels south of Stocker Avenue and west of Crenshaw Boulevard are in an unincorporated area of Los Angeles County and are not included within the District boundaries because property-based business improvement districts cannot cross governmental jurisdiction lines without the approval of both jurisdictions. In order to ensure that parcels outside of the District will not specially benefit from the unique improvements and services funded with the assessment, improvements and services will only be provided within the boundaries of the District. Specifically, cleaning personnel, and similar service providers employed in connection with the District will only monitor and provide services to individual assessed parcels on the streets and sidewalks within the District, and will not provide services outside of District boundaries.



**Western Boundary:**

The western boundary of the Leimert Park Village/Crenshaw Business Improvement District is the western parcel line of parcels on the west side of Crenshaw Boulevard beginning with parcel 5013-013-013 and heading north to Stocker Street. At Stocker Street turn west along Stocker Street to Santa Rosalia Drive. At Santa Rosalia Drive turn northerly along Santa Rosalia Drive to Buckingham Road. At Buckingham Road turn northerly to Martin Luther King, Jr. Boulevard. At Martin Luther King, Jr. Boulevard turn easterly to Marlton Avenue. At Marlton Avenue turn northerly to 39th Street. At 39th Street continue northerly along the western parcel line of parcels on the west side of Crenshaw Boulevard to Rodeo Place, then continue northerly along the western border of parcels 5046023012, 5046023013, 5046023014, 5046023015, 5046023016, 5046023017, 5046023018, 5046023019, 5046023020, 5046023021, and 5046023023, then northerly along the western parcel line of parcels on the west side of Crenshaw Boulevard to Jefferson Boulevard.

This boundary was chosen for its unique commercial uses including regional medical center, and mall restaurant/retail. Parcels west of the District boundary are zoned solely residential which are excluded by State Law from being included within the District or are commercially zoned parcels that area not being used for commercial uses. The commercial zoned uses on the southwest side of Santa Rosalia Dr. are religious, recreational and residential and do not depend on pedestrian traffic to support commercial activity. These parcels outside the District will not specially benefit from the District programs, which are specifically designed to improve pedestrian traffic and provide special benefit to the parcels that have retail, restaurant, art, office, parking, government, and mixed-use commercial uses within the District. Services will only be provided to individual assessed parcels within the boundaries of the District. Specifically, cleaning personnel, and similar service providers employed in connection with the District will only patrol and provide services to individual assessed parcels on the streets and sidewalks within the District, and will not provide services outside of District boundaries.

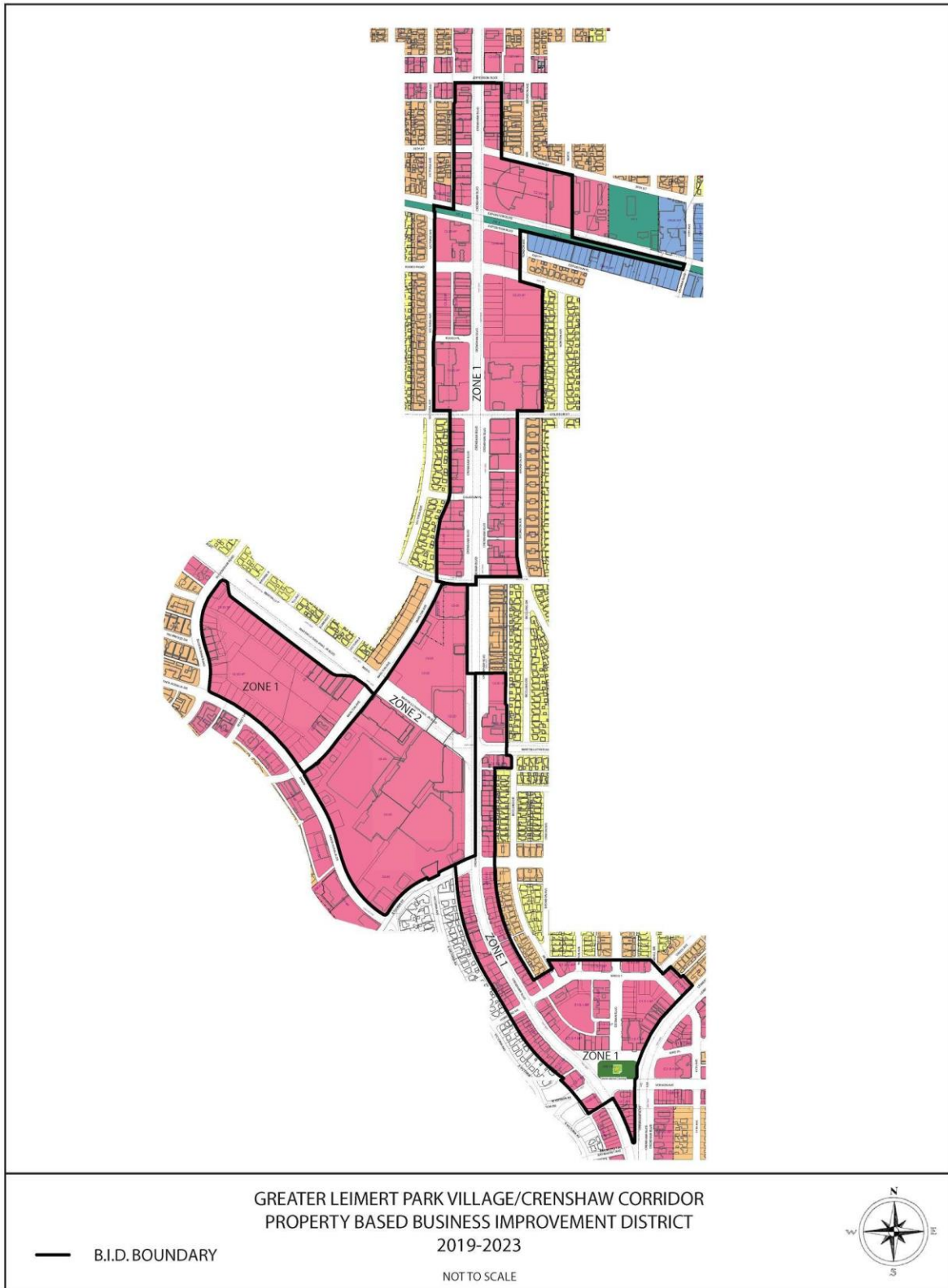
**Zone 1 Boundary:**

Zone 1 includes the core of the Leimert Park Village, parcels on the west side of Leimert Boulevard, parcels along Crenshaw Boulevard (not including the Crenshaw Mall), and Marlton Square. This area has the highest pedestrian counts generated by the businesses and the highest demand for clean and beautiful services.

**Zone 2 Boundary:**

Zone 2 consists of the Crenshaw Mall parcels. This zone is bounded by 39th St. to the north, Santa Rosalia Dr. and Stocker St. to the south, Marlton Ave. to the west and Crenshaw Blvd. to the east. Zone 2 has a lower need for Marketing and Clean and Safe services than Zone 1 due to the Mall service infrastructure.

MAP OF GREATER LEIMERT PARK VILLAGE CRENSHAW CORRIDOR BID



## EVALUATION OF GREATER LEIMERT PARK VILLAGE CRENSHAW CORRIDOR BID-BENEFIT TO MTA FOR PERIOD 2019-2023

### Evaluation of Benefits to MTA

The proposed BID includes six (6) parcels owned by MTA. The largest group of parcels is improved along the Expo Line at Crenshaw Boulevard and Exposition Boulevard.

The total proposed District budget for the 2019 year of operation is approximately \$450,000.00. Assessments may be subject to annual increases not to exceed 5% each year, if implemented. The budget will cover improvements, activities and services which include (1) enhanced safety programs such as monitoring vacant parcels for broken security fencing and reporting to property owners; and (2) clean programs such as sidewalk sweeping, sidewalk pressure washing graffiti and handbill removal, and trash removal. The proposed 2019 Arts BID assessment to LACMTA owned properties is estimated to be \$10,862.80 which is approximately 2.6% of the total BID assessment.

### Analysis of Benefit to MTA

The Guidelines on MTA Participation in Proposed Assessment Districts (“Guidelines”) established general guidelines for determining benefits to MTA properties as outlined below. A list of MTA properties included in the proposed BID is attached, with an indication of the benefit to MTA according to MTA’s guidelines. (Attachment 4). The guidelines require an analysis of each new assessment district service and/or improvement based on whether it improves MTA property or facility, benefit MTA employees, benefit the MTA riding public or reduce costs for the MTA.

Following is the analysis of benefits to MTA from the Greater Leimert Park Village Crenshaw Corridor Business Improvement District based on the Guidelines.

#### TIER 1 – NO BENEFIT

- Subsurface easements
- Aerial easements
- Right of Way – Exposition Line
- Vacant Land

#### TIER 2 – MINOR OR NO POTENTIAL BENEFIT

- Parking Lots – 4444 Crenshaw Boulevard

#### TIER 3 – MINOR OR SOME POTENTIAL BENEFIT

- Bus Division – None
- Bus Terminals – None
- Customer Service Centers - None
- USG Headquarters Building – None
- Maintenance Facilities – None
- Rail Division – None
- Rail Terminus –None
- Stations – Expo Crenshaw Station
- Miscellaneous Buildings –3610 Crenshaw Boulevard, 3630 Crenshaw Boulevard, 4330 Crenshaw Boulevard, and 3510 Exposition Boulevard used for material storage—employees access periodically.

LACMTA property located along Crenshaw Boulevard receive the benefit of enhanced security patrol in the general area. The BID's removal of graffiti will benefit the properties at the Expo Line Crenshaw Station, 3610 Crenshaw Boulevard, 3630 Crenshaw Boulevard and 3510 Exposition Boulevard as they have street frontage and may experience tagging along the exterior fence. The overall improvement of the District makes the area around MTA's property more attractive to development which results in an increase to overall property values in the area of MTA's facilities. Support for the BID will continue the enhanced security, maintenance programs that are above and beyond services currently provided by the City of Los Angeles in the area.

#### TIER 4 – ACTUAL BENEFITS

LACMTA Benefits –The LACMTA Property fronting on a public street benefits from the BID services and pay 100% assessment if it is determined that it has some potential benefit. The services provided are categorized as Clean and Safe Program which includes security services. The special benefit to assessed parcels from these services increase the likelihood of increased commercial activity in the area which will provide a benefit to MTA's customers. The Clean and Safe Program will provide sidewalk cleaning by uniformed, radio equipped personnel who will sweep litter, debris and refuse from sidewalks, and gutters and pressure wash the sidewalks. Personnel will collect trash from sidewalk trash receptacles as needed. Graffiti will be removed by painting, using solvent and pressing washing. The District will maintain a zero tolerance graffiti policy and to remove all tags within 24 hours on weekdays.

The enhanced safety activities will make the areas included in the BID more attractive for businesses, customers, and residents, employees and ultimately private investment. The Clean and Safe activities benefit each assessed parcel by providing a clean and aesthetically appealing environment. These activities create the environment needed to achieve the BID's goals and provide special benefits to the individual parcels participating in the BID.

Implementation of the BID will not decrease MTA's maintenance expenses associated with the properties except in the area of sidewalk maintenance and graffiti removal from building and walls/fences fronting on Crenshaw Boulevard and Leimert Boulevard.

The BID will enhance the environment of the area around the Expo Line Crenshaw Station making the area cleaner and safer for MTA customers.

## Metro Assessed Parcels within BID Boundaries

Parcel	Address	Frontage <i>Linear Ft.</i>	Lot <i>Square Ft.</i>	Building <i>Square Ft.</i>	2019 Assessment
5013-023-900	4444 Crenshaw Boulevard	421	342	157	2,126
5024-018-904	4330 Crenshaw Boulevard	198	610	747	2,122
5044-002-900	No Address	2,107	2,390	-	2,584
5044-002-901	3630 Crenshaw Boulevard	255	459	305	1,750
5044-002-902	3510 Exposition Boulevard	126	513	556	1,556
5046-040-905	No Address	774	532	-	725
	<b>Total</b>	<b>3,881</b>	<b>4,846</b>	<b>861</b>	<b>\$10,863.00</b>

Over Five-year renewal period (2019-2023) with five percent (5%) cost escalation year-over-year:

Year	Assessment
2019	\$10,862.80
2020	\$11,405.94
2021	\$11,976.24
2022	\$12,575.05
2023	\$13,203.80
<b>Total</b>	<b>\$60,023.83</b>

**Board Report**

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**File #:** 2018-0139, **File Type:** Contract**Agenda Number:** 14.

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**PLANNING AND PROGRAMMING COMMITTEE  
JULY 18, 2018****SUBJECT: PARKING MANAGEMENT PROGRAM  
ADDITIONAL LOCATIONS****ACTION: APPROVE RECOMMENDATIONS****RECOMMENDATIONS**

CONSIDER:

- A. AUTHORIZING the implementation of the Parking Management Program at eight (8) high priority locations as recommended by the adopted Supportive Transit Parking Program Master Plan; and
- B. AUTHORIZING the Chief Executive Officer to execute Modification No. 3 to Contract No. PS6264800 with L&R Auto Parks, dba Joe's Auto Parks (Joe's) to provide parking management services at an additional eight (8) locations, in the amount of \$1,588,390, increasing the total contract value from \$9,657,758 to \$11,246,148.

**ISSUE**

In January 2018, as part of the Supportive Transit Parking Program Master Plan (STPP Master Plan) adoption, the implementation of the Parking Management Program (Program) at locations exceeding 70% occupancy was recommended. The release of a comprehensive Request for Proposals is needed for implementation of all locations outlined in the STPP Master Plan. Staff is planning to prepare and release an extensive procurement for up to 50 Metro stations inclusive of all existing operating locations. This procurement requires sufficient time to plan and be implemented before the contract expires in December 2020.

Eight (8) high priority locations have been identified as having an immediate need for implementation. High priority locations are determined by a combination of proximity to Program locations, occupancy levels and ridership needs.

To properly manage facility utilization and to prevent occupancy disparity between the neighboring stations, as seen along the Gold and Expo Lines and explained in the STPP Master Plan, staff is recommending an immediate implementation of the Program at eight (8) locations along the Green, Gold, Expo and Blue Lines.



**BACKGROUND**

The Parking Management Pilot Program (Pilot Program) was developed to manage anticipated parking demand and enhance the transit customer’s experience. The Board approved the Pilot Program in March 2016 and implementation started in May 2016 at three (3) locations along Expo II line. The Program has expanded to eleven (11) locations with high parking demand in 2017. Currently, the Program has been implemented at fifteen (15) locations along Gold Line, Expo Line, Red Line and Green Line.

The goal of the Program is to implement a parking solution which retains and improves parking resources for Metro patrons throughout the day. A parking occupancy rate of 85% is typically defined as “practical capacity” meaning that it has reached a balance point between supply and demand where there are sufficient empty spaces to assure parking availability throughout the day. As occupancy rates reaching 100% at capacity, transit users will resort to continuously driving through the facility searching for parking or may be tempted to park illegally. The STPP Master Plan survey also indicated that transit users spending more than six (6) minutes seeking a parking space will most likely drive to their destination instead of using transit. Additionally, the Program prioritizes parking spaces at Metro stations for transit patrons by using the TAP Ridership Verification System (RVS).

**DISCUSSION**

Staff is proposing to expand the Program to the Metro Blue Line Willow and Wardlow stations, the Metro Green Line Hawthorne/Lennox station, the Metro Expo Line Expo/Crenshaw station and the Metro Gold Line Indiana, Arcadia, Duarte and Downtown Azusa stations (collectively referred to as the “Proposed Stations”). Refer to Table A for location, pricing and number of spaces as below.

Table A.

<b>Parking Management Program Expansion Stations</b>		
Stations	Daily Rate	Parking Spaces
Willow	\$3.00	853
Wardlow	\$3.00	121
Hawthorne/Lennox	\$3.00	362
Expo/Crenshaw	\$3.00	225
Indiana	\$3.00	42
Arcadia	\$3.00	300
Duarte	\$3.00	125
Downtown Azusa	\$3.00	237
Total Expansion Spaces		2265

Joe’s Auto Parks currently manages the fifteen (15) locations identified in the Pilot Program. Joe’s is

responsible for the daily parking operations, including the collection of revenue, maintenance of revenue control equipment and parking permit management. Joe's deducts approved expenses from the revenue collected and submits the net revenue to Metro.

The Board is asked to authorize the implementation of the Program at the Proposed Stations and approve Joe's Auto Parks Contract Modification No. 3, supporting the execution of the Program as recommended by the adopted STPP Master Plan. Pending approval, the implementation of the Program at the eight locations is anticipated for fall 2018.

#### Indiana, Arcadia, Duarte and Downtown Azusa Parking

Staff has assessed parking utilization at the Indiana, Arcadia, Duarte and Downtown Azusa Gold Line Stations, which have reached 90% occupancy levels since the implementation of the Pilot Program to surrounding stations.

The STPP Master Plan addresses key findings of the Pilot Program's implementation at stations without consideration of adjacent locations. The findings show that neighboring stations along transit lines need to be analyzed and implemented simultaneously to balance out transit parking occupancy at all stations along the line.

Since the implementation of the Pilot Program at Monrovia, we have confirmed disproportionate parking usage along the Gold Line. Indiana, Arcadia, Duarte and Downtown Azusa are experiencing consistent over-capacity situations, whereas Irwindale, Monrovia and Sierra Madre are under-utilized.

#### Willow and Wardlow Station Parking

With the upcoming Blue Line modernization (the New Blue), there is a pressing need to implement the Program at both the Willow and Wardlow stations, initializing parking demand management prior to the line overhaul.

The Wardlow parking facility has parking occupancy rates that continuously surpass the practical parking utilization, consistently over 90% occupancy. Despite the redesign of the parking facility which increased the number of spaces, the parking occupancy remains unchanged.

The Willow Station parking facility also currently surpasses practical occupancy levels with rates consistently over 90% occupancy. By utilizing the TAP RVS, it is anticipated that additional parking resources will be available exclusively for transit patrons. The execution of the Program will reduce occupancy levels and more evenly distribute transit patrons by utilizing available parking at neighboring stations.

During the New Blue construction period, the Program will be suspended at the Willow and Wardlow locations to ease inconvenience level for transit users. It will be reinstated after the entire Blue Line returns to normal operating level.

#### Expo/Crenshaw Station Parking

The Expo/Crenshaw Station parking facility at the West Angeles Church has exceeded the daily practical utilization rates since the implementation of the Pilot Program at the La Cienega/Jefferson station.

The STPP Master Plan findings identify and address the challenges of intermittent implementation of the Program, showing shifting occupancy levels at stations that are not yet inducted into the Program. It is anticipated that Program execution along the entire Expo Line will generate parking occupancy stability at each location in the future. Staff has already obtained concurrency with the West Angeles Church to implement the Program.

#### Hawthorne/Lennox Station Parking

Daily occupancy levels at the Hawthorne/Lennox parking facility have increased and reached its capacity after the implementation of the Program at the Aviation/LAX and Crenshaw Stations parking facilities.

During the course of the Pilot Program, staff has observed that occupancy gaps occur when program implementation is not simultaneous at adjacent stations with parking facilities.

### **DETERMINATION OF SAFETY IMPACT**

Implementation of the Program at the Proposed Stations will not create any safety impacts since it will operate within the existing infrastructure. Program execution will require the purchase and installation of equipment and signage. Parking ambassadors will be available on-site at the beginning of the Program to provide assistance to patrons during heavier commute hours and report incidents to Metro Security, who with their presence will improve safety at the facilities by discouraging theft and vandalism.

### **FINANCIAL IMPACT**

Implementation of the Program at the eight (8) Proposed Stations will not have an impact on Metro's expense budget. Staff anticipates the additional Proposed Stations will generate \$1.9 million in gross revenue and \$1.6 million in operating costs (primarily equipment and labor) over the remaining twenty-eight (28) months of the current parking operator contract. The additional Proposed Stations are projected to generate additional net revenues of approximately \$300,000 over the remaining term of the contract.

Contract No. PS6264800 is a net revenue generating contract. Metro receives the net revenue collected from the contractor. Metro does not use any local, state or federal funding to pay expenses on this Contract.

#### Impact to 2019 Budget

Staff estimates the above additions to the Program will generate approximately \$108,000 in FY19, after deductions for equipment and labor costs, in Account 40707 for Parking Revenue. However, please note the overall parking management department is still currently operating at a deficit.

### **ALTERNATIVES CONSIDERED**

The Board may choose not to authorize staff to move forward with the implementation of the Program at the Proposed Stations. This is not recommended as the Proposed Stations are components of the STPP Master Plan, approved by the Board as a long-term strategy for managing parking demand

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through an affordable parking pricing program and the creation of a self-sustaining system. The positive effects of the Program will not be equally beneficial to Metro patrons unless all adjacent facilities are implemented.

### **NEXT STEPS**

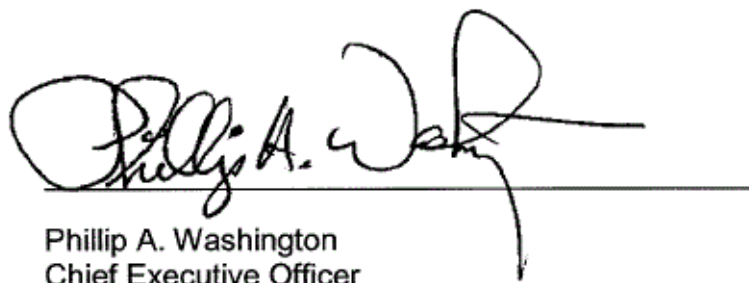
Upon approval by the Board, staff will implement the Program at the Proposed Stations in FY2019 and execute Modification No. 3 to Contract No. PS6264800 with L&R Auto Parks, dba Joe's Auto Parks, to provide parking management services at an additional eight (8) locations.

### **ATTACHMENTS**

Attachment A - Procurement Summary  
Attachment B - Contract Modification/Change Order Log  
Attachment C - DEOD Summary

Prepared by: Stacie Endler, Principal Transportation Planner, (213) 922-2538  
Shannon Hamelin, Senior Manager, Planning, (213) 418-3076  
Frank Ching, DEO, Countywide Planning & Development, (213) 922-3033

Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077  
Debra Avila, Chief Vendor/Contract Management Officer, (213) 418-3051



Phillip A. Washington  
Chief Executive Officer

## PROCUREMENT SUMMARY

## PARKING MANAGEMENT PROGRAM ADDITIONAL LOCATIONS/PS6264800

1.	<b>Contract Number:</b> PS6264800		
2.	<b>Contractor:</b> L&R Auto Parks dba Joe's Auto Parks		
3.	<b>Mod. Work Description:</b> To provide parking management services at eight additional locations.		
4.	<b>Contract Work Description:</b> Parking Management Program Services		
5.	<b>The following data is current as of:</b> 6/1/18		
6.	<b>Contract Completion Status</b>		<b>Financial Status</b>
	<b>Contract Awarded:</b>	12/2/2016	<b>Contract Award Amount:</b> \$8,388,277
	<b>Notice to Proceed (NTP):</b>	12/2/2016	<b>Total of Modifications Approved:</b> \$1,269,481
	<b>Original Complete Date:</b>	12/31/2020	<b>Pending Modifications (including this action):</b> \$1,588,390
	<b>Current Est. Complete Date:</b>	12/31/2020	<b>Current Contract Value (with this action):</b> \$11,246,148
7.	<b>Contract Administrator:</b> Angela Mukirae		<b>Telephone Number:</b> (213) 922-4156
8.	<b>Project Manager:</b> Stacie Endler		<b>Telephone Number:</b> (213) 922-7441

**A. Procurement Background**

This Board Action is to approve Contract Modification No. 3 issued in support of parking management services at an additional eight locations.

This Contract Modification was processed in accordance with Metro's Acquisition Policy and the contract type is firm fixed price.

On December 2, 2016, the Board awarded firm fixed price Contract No. PS6264800 to L&R Group of Companies dba Joe's Auto Parks in the amount of \$8,388,277 for the Parking Management Program.

Refer to Attachment B – Contract Modification/Change Order Log.

**B. Cost Analysis**

The recommended price has been determined to be fair and reasonable based upon the existing contract rates, an independent cost estimate (ICE), technical analysis, cost analysis and fact finding. All direct labor rates and fee remain unchanged from the original contract.

<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Negotiated Amount</b>
\$1,612,391	\$1,596,000	<b>\$1,588,390</b>

## CONTRACT MODIFICATION/CHANGE ORDER LOG

## PARKING MANAGEMENT PROGRAM ADDITIONAL LOCATIONS/PS6264800

<b>Mod. No.</b>	<b>Description</b>	<b>Status (approved or pending)</b>	<b>Date</b>	<b>Amount</b>
1	Incorporation of contract recitals and reflection of actual legal contractor name which is L&R Auto Parks, Inc., dba Joe's Auto Parks.	Approved	7/14/17	\$0
2	To provide improved functions for all 15 Metro parking facilities and additional parking management services at two (2) facilities (Gold Line Monrovia Station and Green Line Crenshaw Station).	Approved	12/4/17	\$1,269,481
3	To provide additional parking management services at eight additional locations.	<b>Pending</b>		<b>\$1,588,390</b>
	<b>Modification Total:</b>			<b>\$2,857,871</b>
	<b>Original Contract:</b>	<b>12/2/16</b>		<b>\$8,388,277</b>
	<b>Total:</b>			<b>\$11,246,148</b>



**DEOD SUMMARY**

**PARKING MANAGEMENT PROGRAM ADDITIONAL LOCATIONS / PS6264800**

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) determined that a goal is not applicable to this revenue generating procurement. Notwithstanding, L&R Group of Companies DBA Joe’s Auto Parks made a 2.38% Small Business Enterprise (SBE) commitment. The project is 17% complete. L&R Group of Companies DBA Joe’s Auto Parks is exceeding their commitment with a current SBE participation of 4.48%.

<b>Small Business Commitment</b>	<b>2.38% SBE</b>	<b>Small Business Participation</b>	<b>4.48% SBE</b>
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	<b>SBE Subcontractors</b>	<b>% Committed</b>	<b>Current Participation<sup>1</sup></b>
1.	Park Consulting	2.38%	4.48%
	<b>Total</b>	<b>2.38%</b>	<b>4.48%</b>

<sup>1</sup>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 (LW/SCWRP) is applicable to this Contract. Metro staff will monitor and enforce the policy guidelines to ensure that applicable workers are paid at minimum, the current Living Wage rate of \$16.18 per hour (\$11.27 base + \$4.91 health benefits), including yearly increases of up to 3% of the total wage. 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 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.

**Board Report**

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**File #:** 2018-0308, **File Type:** Plan**Agenda Number:** 16.

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**PLANNING AND PROGRAMMING COMMITTEE  
JULY 18, 2018****SUBJECT: ADOPTION OF REVISED METRO SUBREGIONAL  
PLANNING AREA BOUNDARIES FOR THE  
LONG RANGE TRANSPORTATION PLAN****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

APPROVE the use of the Subregional Boundaries from the Measure M Ordinance as the Metro Subregional Planning Area Boundaries for the Long Range Transportation Plan (LRTP) Update to include the following exceptions:

- A. Changes to Metro Subregional Planning Area Boundaries for the LRTP Update will not affect previous or future Measure R funding allocations; and
- B. Regional facilities will continue to be separate for funding purposes, but will be displayed within the Metro Subregional Planning Area Boundaries for LRTP Update data purposes, including travel demand modeling and census-based population data.

**ISSUE**

There have been two significant changes to the subregional planning area boundaries since the 2009 LRTP adoption (original boundaries included in Attachment A). During the Measure M development process, cities were asked to identify the subregion in which they wanted to participate for Multi-year Subregional Program (MSP) funding purposes. As a result, two cities, formerly of the San Gabriel Valley subregion, shifted to Arroyo Verdugo subregion. Additionally, regional facilities, such as airports and ports were removed from subregions to isolate the funding needs of these facilities that have regional significance. Staff recommends formalizing the use of the Measure M subregional boundaries for the LRTP Update (as depicted in Attachment B), as this change had not been formally adopted for LRTP purposes.

**DISCUSSION**

In previous LRTPs, subregional planning areas have been established for plan analysis purposes. These subregions are not intended or required to coincide with any specific subregional agency boundaries. As such, they have always varied from the subregional

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boundaries used by the Southern California Association of Governments (SCAG) because of differences in how SCAG and Metro conduct transportation planning analyses.

In January 2015, the Board approved an item that assigned major airports and seaports (including LAX, Long Beach Airport, Burbank Bob Hope Airport, Palmdale Regional Airport, and the Ports of Los Angeles and Long Beach), and Los Angeles Union Station into a Regional Facilities Planning Area. This was because airport and port facilities projects are “regional” in nature and are not the responsibility of any specific subregion; improvements to these regional facilities benefit the entire county.

During the Measure M development process, cities were able to select which subregions they wanted to participate in as part of the MSP funding. As a result, two cities (Pasadena and South Pasadena) formerly of the San Gabriel Valley subregion opted to participate in the Arroyo Verdugo subregion (as depicted in Attachment C). Because Measure M MSP funds are programmed to the Measure M subregions, aligning those boundaries and LRTP subregional boundaries together allows administrative consistency between the MSP funding framework and the LRTP analytical framework, which facilitates understanding and comparison. While the Measure R Ordinance also programmed funds to Arroyo Verdugo subregion, this action will not change the cities eligible to share in any Measure R subregional funds.

### **DETERMINATION OF SAFETY IMPACT**

This Board action will have no adverse impact on safety standards for Metro because it is an administrative change.

### **FINANCIAL IMPACT**

There is no financial impact based on this action, as the boundary changes will not result in additional project cost increases. There is also no impact to the FY 19 budget.

### **ALTERNATIVES CONSIDERED**

Metro could retain the existing subregions for the LRTP Update, although this could result in a potentially confusing inconsistency by having two sets of subregional boundaries.

### **NEXT STEPS**

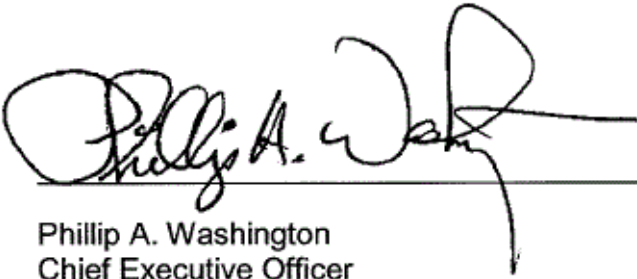
Upon Board approval, staff will proceed in developing the LRTP Update utilizing the new subregional boundaries.

### **ATTACHMENTS**

Attachment A - Subregional Boundaries from 2009 Long Range Transportation Plan  
Attachment B - Proposed updated LRTP Subregional Boundaries  
Attachment C - Locations of Subregional Boundary Changes

Prepared by: David Lor, Sr. Planner, Countywide Planning & Development, (213) 922-2883  
Mark Yamarone, DEO, Countywide Planning & Development, (213) 418-3452  
Kalieh Honish, EO, Countywide Planning & Development, (213) 922-7109  
Manjeet Ranu, SEO, Countywide Planning & Development, (213) 418-3157

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



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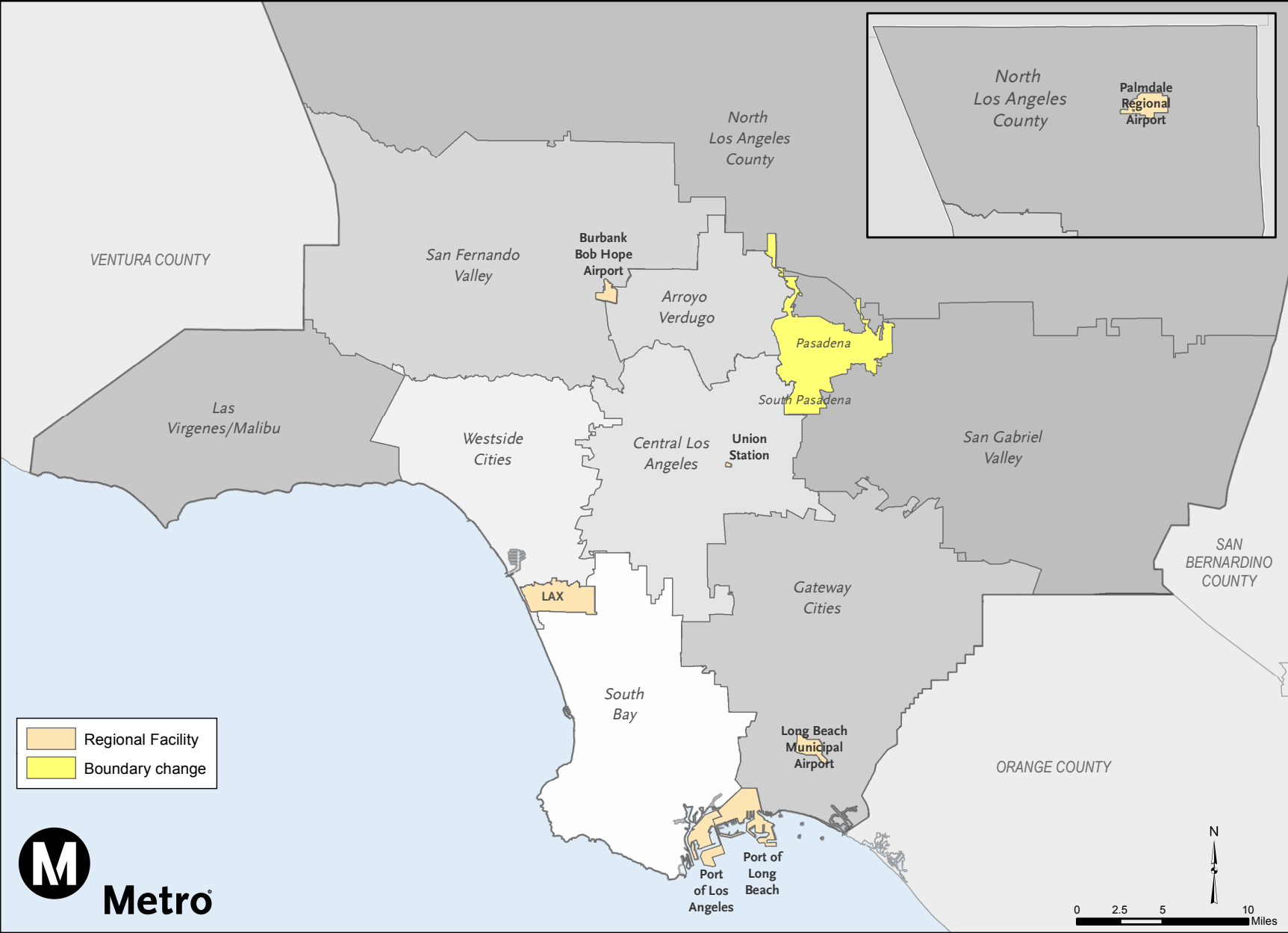
Phillip A. Washington  
Chief Executive Officer







# Attachment C - Locations of subregional boundary changes





# Subregional Planning Area Boundaries

Board Meeting

July 26, 2018

Legistar File 2018-0308



**Metro**

# Background

- Pasadena and South Pasadena joined Arroyo Verdugo
- Airport and port facilities projects are “regional”; not part of any specific subregion
- Measure M Multi-Year Subregional (MSP) funds are programmed to Measure M subregions over the next 40 years
- Will not change the cities eligible to share in any Measure R subregional funds

# Subregional Boundaries from 2009 LRTP



- Subregional Boundary**
- Central Los Angeles
  - San Gabriel Valley
  - Gateway Cities
  - South Bay Cities
  - Westside Cities
  - Las Virgenes/Malibu
  - San Fernando Valley
  - Arroyo Verdugo
  - North L.A. County





**Board Report**

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**File #:** 2018-0387, **File Type:** Project**Agenda Number:** 17.

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**PLANNING AND PROGRAMMING COMMITTEE  
JULY 18, 2018****SUBJECT: LOS ANGELES UNION STATION FORECOURT  
AND ESPLANADE IMPROVEMENTS****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

APPROVE an Addendum to the Final Environmental Impact Report for the Los Angeles Union Station (LAUS) Forecourt and Esplanade Improvements (Attachment A).

**ISSUE**

The Metro Board of Directors certified the LAUS Forecourt and Esplanade Improvements (Project) Final Environmental Impact Report (FEIR) on March 1, 2018. Since then, staff has initiated design, stakeholder engagement and interagency coordination with the City of Los Angeles. The project team has identified project-related clarifications and/or additions that are documented and evaluated in an Addendum to the Final Environmental Impact Report. As a result of the analysis undertaken in Addendum No. 1 to the EIR, the proposed refinements will not result in new or substantially more adverse impacts than those previously documented.

**BACKGROUND**

The Project will reconfigure the public right-of-way in front of Union Station and the LAUS forecourt to expand pedestrian and bike facilities on Alameda and Los Angeles Street and create a civic plaza in front of the station (Attachment B, Project Map). Staff has secured approximately \$20M in grant and matching funds (Attachment C, Funding Table) to design and implement all of the Project improvements with the exception of construction funds for the forecourt.

The Project elements include:

- **Alameda Esplanade:** Roadway configuration on Alameda Street between Arcadia Street and Cesar E. Chavez Avenue to narrow the roadway and widen pedestrian and bicyclist facilities.
- **Los Angeles Crossing:** Consolidated raised intersectional crossing at Alameda and Los Angeles Street, closure of a portion of Los Angeles Street north of the raised median (while maintaining two-way travel on Los Angeles Street in the portion south of the median) and closure of the northern LAUS driveway and a two-way bike path within the extended El Pueblo

Plaza.

- LAUS Forecourt: Repurposing the existing surface parking lot as a new civic plaza with sustainable features.
- Arcadia Street: Repurposing the northern travel lane as a dedicated El Pueblo Plaza tour bus parking zone.

## **DISCUSSION**

The Addendum to the Final EIR provides clarifications and analysis on: the need to advance geotechnical and utility investigations to an earlier stage in order to inform the design phase; an increased depth of excavation from 15 feet to 20 feet; and clarification on transit improvements, such as a potential consolidation of bus stops that are within 500 feet from each other on Alameda Street. This information is important to ensure that the design is comprehensively informed by existing conditions and constraints.

The analysis undertaken in Addendum No. 1 finds that these proposed refinements will not result in new or substantially more adverse impacts than those previously documented.

### ***Stakeholder Engagement***

Eblasts were sent out on July 3, 2018 notifying stakeholders of the preparation of the Addendum and of the Board meeting dates. Additionally, staff notified El Pueblo de Los Angeles management, Metropolitan Water District, First 5LA, and Mozaic at Union Station Apartments of this action and will coordinate in advance of initiating the investigations.

Staff will coordinate geotechnical investigations and utility assessments with the City of Los Angeles, Metro Service Planning, and other transit agencies. Metro Community Relations will develop and implement a public outreach plan to notify stakeholders and the public in advance of performing geotechnical and utility assessments. Briefings will be held with adjacent stakeholders and the Westside/Central Service Council to explain timing, process and anticipated construction, service and traffic impacts.

Additionally, stakeholders will continue to be engaged as the project progresses through workshops, focus group meetings, and pop-up events.

## **DETERMINATION OF SAFETY IMPACT**

The Addendum includes clarifications to the Final EIR that will allow for the project design to advance better informed by existing conditions. The Project will create safer connections for Metro transit patrons, including transit connections as well as connections to the surrounding neighborhood destinations and job centers.

## **FINANCIAL IMPACT**

The cost of preparing the Addendum was covered in the FY18 budget.

### **Impact to Budget**



The actions contained herein provide clarifications of work that was already anticipated in the Certified Final EIR. Project design and construction is funded with General Fund and ATP grant funds. General Fund revenues are eligible for bus/rail operating and capital expenses.

### **ALTERNATIVES CONSIDERED**

The Board may consider not allowing the Addendum to the Final EIR. This is not recommended.

The revisions, additions, and clarifications included in this Addendum will ensure that the Project's design is informed by existing conditions and constraints, provides staff with greater flexibility to advance design and respond to feedback from stakeholders, including the City of Los Angeles.

In particular, advancing design without this critical information could result in design that may need to be revised, via a change order, after the construction contractor is on board. Change orders are costly and cause delays. The Addendum will allow for the appropriate level of clarification that will allow for the studies to move forward in the near-term.

### **NEXT STEPS**

Upon Board approval, staff will continue to engage stakeholders on design and will coordinate with the City of Los Angeles and stakeholders on the appropriate processes to advance geotechnical and utility assessments in the public right of way.

### **ATTACHMENTS**

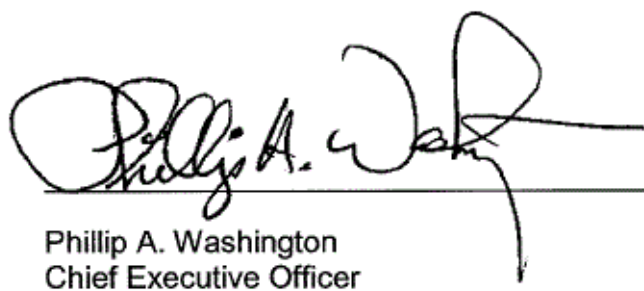
Attachment A - Addendum ([hyperlink <http://media.metro.net/about\\_us/union\\_station/addendum\\_LAUS\\_FEIR\\_07\\_2018.pdf>](http://media.metro.net/about_us/union_station/addendum_LAUS_FEIR_07_2018.pdf))

Attachment B - Project Map

Attachment C - Project Funding

Prepared by: Elizabeth Carvajal, Senior Director, Transit Oriented Communities, (213) 922-3084  
Jenna Hornstock, Executive Officer, Transit Oriented Communities, (213) 922-7437

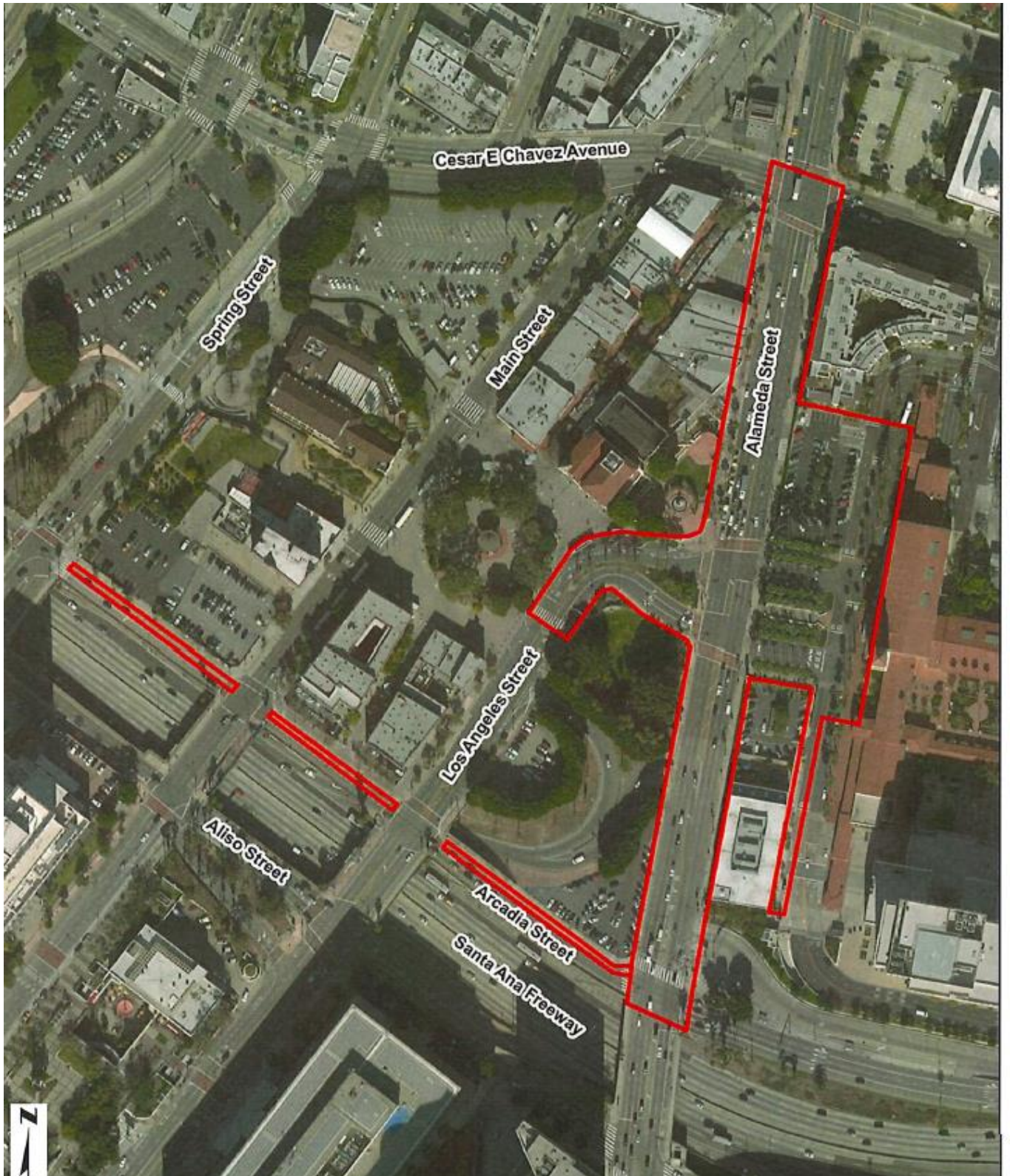
Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077



Phillip A. Washington  
Chief Executive Officer

# Attachment B: Project Map

Los Angeles Union Station Forecourt and Esplanade Improvements



LAUS Forecourt and Esplanade Improvements

## Attachment C: Funding Table

### Los Angeles Union Station Forecourt and Esplanade Improvements

<b>Project Cost \$</b>	\$20,162,925.00 (does not include Forecourt construction)
<b>Cost Type</b>	Design and construction

#### Revenue

Funding Source	Type	Amount	Status
Federal	Active Transportation Program (FHWA) Cycle 2 and Cycle 3	\$17,666,464.00	Committed
State			
Local	Proposition A (LA County Open Space District Grant)	\$1,000,000	Committed
	Metro Local	\$1,496,461.00	Committed
<b>Total Revenue</b>		<b>\$20,162,925.00</b>	



## Board Report

File #: 2018-0137, File Type: Program

Agenda Number: 20.

### PLANNING AND PROGRAMMING COMMITTEE JULY 18, 2018

**SUBJECT: COUNTYWIDE CALL FOR PROJECTS**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATION**

CONSIDER:

- A. RECERTIFYING \$161.1 million in existing Fiscal Year (FY) 2018-19 commitments from previously approved Countywide Call for Projects (Call) and AUTHORIZING the expenditure of funds to meet these commitments as shown in Attachment A;
- B. DEOBLIGATING \$9.6 million of previously approved Call funding, as shown in Attachment B, and hold in RESERVE;
- C. REALLOCATING \$5.3 million Call funds originally programmed to the City of Los Angeles: 1) Foothill Boulevard and Sierra Highway Intersection Improvement (#F3144), 2) Highland Avenue Widening-Odin Street to Franklin Avenue (#F3146), and 3) Sherman Way Widening Between Whitsett Avenue to Hollywood Freeway (#F7125) projects to the City of Los Angeles San Fernando Road Bike Path Phase IIIA and IIIB Construction Project (#F1524 and F3515);
- D. AUTHORIZING the CEO to:
  - 1. negotiate and execute all necessary agreements and/or amendments for previously awarded projects; and
  - 2. amend the FY 2018-19 budget, as necessary, to include the 2018 Countywide Call Recertification and Extension funding in the Subsidies budget; and
- E. RECEIVING AND FILING:
  - 1. time extensions for the 56 projects shown in Attachment D;
  - 2. reprogram for the eight projects shown in Attachment E; and
  - 3. an update on future countywide Call considerations.

#### **ISSUE**

Each year the Board must recertify funding for projects that were approved through prior Calls in order to release the funds to the project sponsors. The Board must also approve the deobligation of

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lapsing project funds after providing project sponsors with the opportunity to appeal staff's preliminary deobligation recommendations to Metro's Technical Advisory Committee (TAC). The Board must also receive and file the extensions and reprogrammed funds granted through previously delegated Board authority.

## **DISCUSSION**

The Call process implements Metro's multi-modal programming priorities and implements the adopted Long Range Transportation Plan (LRTP). The 2018 Call Recertification and Deobligation process reinforces the annual authorization and timely use of funds policies. Specifically, Board policy calls for consideration of deobligation of funding from project sponsors who have not met lapsing deadlines, have not used the entire grant amount to complete the project (project savings) or have formally notified Metro that they no longer wish to proceed with the project (cancellation).

### **Technical Advisory Committee (TAC) Appeals**

On May 2, 2018, TAC heard sponsor appeals on the deobligation of funding from 10 projects (Attachment F). TAC recommended one-year extensions with certain reporting conditions on all appeals. Staff concurs with these recommendations. Therefore, no projects would involuntarily lose funding due to lapsing schedule and would have the timeline to completion lengthened under this proposed Board action.

Additionally, all proposed deobligated funds included in Attachment B are due primarily to project savings or cancellation requested by the project sponsors and would not be involuntarily deobligated by this proposed Board action, as further described in the attachment. The TAC reviewed and concurs with this recommendation.

### **Future Countywide Call Considerations**

In August 2016, any future Call programming was put on hold due to the pending Measure M outcome and the update of the LRTP. The Call process was initiated in the early 1990s and has changed significantly in its policy emphasis over the years, as has the environment for transportation investments that were underwritten by Call-related funding in the past. Specifically, levels of anticipated available funding have markedly changed.

The latest 2015 Call cycle programmed funding through FY 2020-21. These commitments remain. However, given the changed funding landscape, Metro staff would like to propose a comprehensive evaluation of the current Call process. This will include assessments of past and current recipient performance in project delivery, administrative challenges for both Metro and recipients, and the ability to address Board investment priorities in a post Measure M environment. Staff will solicit input from Metro advisory committees including the Municipal Operators and TAC, as well as the Council of Governments, and will develop recommendations for next steps in winter 2018.

## **DETERMINATION OF SAFETY IMPACT**

The 2018 Call Recertification and Deobligation will not have any adverse safety impacts on Metro's



employees or patrons.

## **FINANCIAL IMPACT**

The amount of \$78.7 million is included in the FY 2018-19 Proposed Budget in Cost Centers 0441 (Subsidies to Others) and 0442 (Highway Subsidies) for the Countywide Call. Since these are multi-year projects, the cost center managers, Chief Planning Officer and Chief Program Management Officer will be responsible for budgeting in future years.

### **Impact to Budget**

The sources of funds for these activities are Proposition C 25%, State Repayment of Capital Project Loan Funds, Congestion Mitigation and Air Quality (CMAQ), and Regional Surface Transportation Program (RSTP). The Proposition C 25% funds are not eligible for Metro bus and rail operating and capital expenditures.

CMAQ funds can be used for both transit operating and capital. However, there are no additional operating expenses that are eligible for CMAQ funding. Los Angeles County must strive to fully obligate its share of CMAQ funding by May 1 of each year, otherwise it risks its redirection to other California Regional Transportation Planning Agencies by Caltrans. Staff recommends the use of long lead-time CMAQ funds as planned to insure utilizing Metro's federal funds.

RSTP funds in this action could be used for Metro's transit capital needs. Also, while these funds cannot be used directly for Metro's bus or rail operating needs, these funds could free up other such eligible funds by exchanging the funds used for Metro's paratransit provider, Access Services Incorporated. Since these RSTP funds originate in the Highway portion (Title 23) of MAP-21, they are among the most flexible funds available to Metro and are very useful in meeting Call projects' requirements.

## **ALTERNATIVES CONSIDERED**

The Board could cancel all or some of the FY 2018-19 funding commitments rather than authorize their continued expenditures. This would be a change to the previous Board-approved Countywide Calls programming commitments and would disrupt ongoing projects that received multi-year funding.

With respect to deobligations, the Board could choose to deobligate funds from one or more project sponsors whose projects are beyond the lapse dates and are not moving forward consistent with the adopted Revised Lapsing Policy rather than extending the deadlines. A much stricter interpretation of the Revised Lapsing Policy might encourage project sponsors in general to deliver them in a more timely fashion. However, this would be disruptive to the process of delivering the specific projects currently underway, many of which are now very close to being delivered. On balance, the appeals process between the project sponsors and the Metro TAC is a significant reminder to project sponsors that these funded projects should not be further delayed to ensure policy objectives are achieved in expending the funds as intended by the Call program.

## **NEXT STEPS**

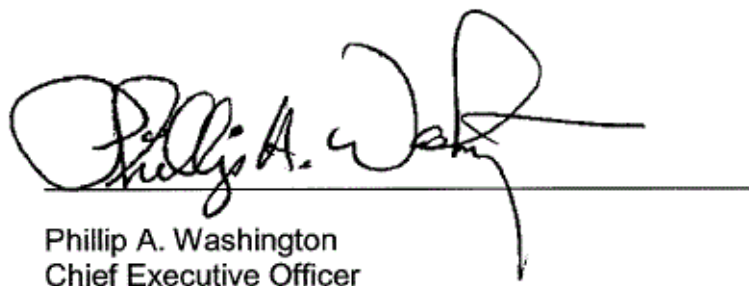
With Board approval of the 2018 Countywide Call Recertification, Deobligation and Extension process, project sponsors will be notified and Funding Agreements (FAs) and Letters of Agreement (LOAs) will be executed with those who have received their first year of funding through the Recertification process. Amendments to existing FAs and LOAs will be completed for those sponsors receiving time extensions. Project sponsors whose funds are being deobligated will be formally notified of the Board action as well as those receiving date certain time extension deadlines for executing their agreements.

## **ATTACHMENTS**

Attachment A - FY 2018-19 Countywide Call Recertification  
Attachment B - FY 2017-18 Countywide Call Deobligation  
Attachment C - Background/Discussion of Each Recommendation  
Attachment D - FY 2017-18 Countywide Call Extensions  
Attachment E - FY 2017-18 Countywide Call Reprogramming  
Attachment F - Result of TAC Appeals Process

Prepared by: Mona Jones, Manager, Countywide Planning & Development, (213) 922-3085  
Fanny Pan, DEO, Countywide Planning & Development, (213) 418-3433  
Laurie Lombardi, SEO, Countywide Planning & Development, (213) 418-3251

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



Phillip A. Washington  
Chief Executive Officer





**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**  
**2018-19 CALL FOR PROJECTS RECERTIFICATION**  
**(000')**

	PROJ	AGENCY	PROJECT TITLE	TOTAL
1	F7517	Arcadia	Bicycle and Facility Improvements	\$ 136
2	F9600	Avalon	City of Avalon Five-Corner Comprehensive Pedestrian Project	533
3	F9620	Baldwin Park	First/Last Mile Connections For The Baldwin Park Transit Center	641
4	F9804	Bellflower	Downtown Smart Park System And Program Implementation	268
5	F1502	Burbank	San Fernando Bikeway	5,834
6	F9315	Burbank	Midtown Commercial Corridors Improvement Project	1,530
7	F9626	Burbank	Midtown Commercial Corridors Improvement Project	763
8	4292	Caltrans	Widening, Orange County Line - Route 605	21,072
9	6376	Caltrans	Reconstruct Carmenita Rd Interchange on RTE. 5	1,133
10	8355	Caltrans	HOV Lanes on I-5 From Rte 170 To 134 Including Connector Ramp in Empire	14,225
11	F9301	Caltrans	I-210 Connected Corridors Arterial Systems Improvements	913
12	F9530	Compton	Central Avenue Regional Commuter Bikeway Project	1,423
13	F7311	Downey	Downey Citywide Transit Priority System Program	765
14	F9525	Downey	Downey Bmp Phase 1 Downtown/Transit Class Ii Implementation	905
15	F7321	Glendale	Regional Arterial Traffic Performance Measurement System	121
16	F9534	Glendale	Glendale-LA Riverwalk Bridge/Active Transportation Facility	3,070
17	F7101	Hawthorne	Signal Improvements On Prairie Ave From 118Th St. to Marine Ave.	1,740
18	F7312	Huntington Park	Huntington Park Signal Synchronization and Bus Speed Improvement	569
19	F7702	Huntington Park	Downtown Huntington Park "I-Park" System Implementation	462
20	F7319	Inglewood	ITS: Phase V Of Inglewood's Its Upgrades	931
21	F9202	Inglewood	Manchester And La Cienega Geometric Improvements	701
22	F9307	Inglewood	Inglewood Its Phase VI	731
23	F9131	Lancaster	Medical Main Street	1,023
24	F9310	Lancaster	City of Lancaster Transportation Management Center	251
25	F9101	Lawndale	Redondo Beach Boulevard Improvements	2,480
26	F7615	Long Beach	Market Street Ped Enhancements	2,400
27	F9130	Long Beach	Artesia - Great Boulevard	1,279
28	F9314	Long Beach	Mid-City Signal Coordination In Long Beach	216
29	F9628	Long Beach	1st. Street Pedestrian Gallery	1,344
30	F9808	Long Beach	Park or Ride	171
31	F7402	Long Beach Transit	LBT Clean Fuel Bus Replacement Project	1,202
32	8046	LA City	Burbank Blvd. Widening - Lankershim Blvd. to Cleon Ave	3,126
33	F1141	LA City	Victory Blvd. Widening From Topanga Cyn Blvd To De Soto Aver	2,700
34	F1520	LA City	Imperial Highway Bike Lanes	1,506
35	F3516	LA City	Los Angeles River Bike Path Phase IV - Construction	1,827
36	F3647	LA City	Menlo Ave/MLK Vermont Expo Station Pedestrian Improvements	1,350
37	F3656	LA City	Central Avenue Historic Corridor Streetscape	424
38	F5207	LA City	Alameda Street Downtown La: Goods Movement, Phase I	3,767
39	F5624	LA City	Washington Blvd Pedestrian Transit Access(Hooper/Alameda) II	1,314
40	F7125	LA City	Sherman Way Widening Between Whitsett Ave To Hollywood Fwy	62
41	F7423	LA City	Downtown Bus Maintenance Facility	4,636
42	F7424	LA City	Purchase Dash Replacement Clean Fuel Vehicles	1,160
43	F7539	LA City	Pedestrian And Bicycle Neighborhood Intersection Enhancements	733
44	F7622	LA City	Lani - West Boulevard Community Linkages Project	276
45	F7624	LA City	Walk Pico! A Catalyst For Community Vitality & Connectivity	1,619
46	F7636	LA City	Broadway Streetscape Implementation (8th-9th)	1,958
47	F7707	LA City	Last Mile Folding Bike Incentive Program	170
48	F7708	LA City	Interactive Bicycle Board Demo Project	264



**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
2018-19 CALL FOR PROJECTS RECERTIFICATION  
(000')**

	PROJ	AGENCY	PROJECT TITLE	TOTAL
49	F9123	LA City	Complete Streets Project for Colorado Blvd. in Eagle Rock	1,407
50	F9206	LA City	Intersection Improvements On Hyperion Avenue And Glendale Boulevard	853
51	F9207	LA City	Alameda St Widening - North Olympic Blvd to I-10 Freeway	988
52	F9308	LA City	ATSAC ATCS/TPS/LRT/HRI/CMS System Reliability and Eff.	853
53	F9309	LA City	Traffic Signal Rail Crossing Improvement Project	1,151
54	F9311	LA City	ATSAC Traffic Surveillance Video Transport System Enhan.	1,066
55	F9422	LA City	Dash Clean Fuel Vehicles - Headway Reduction	1,000
56	F9527	LA City	Chandler Cycletrack Gap Closure Project	2,718
57	F9621	LA City	Melrose Avenue -Fairfax Avenue To Highland Avenue Pedestrian Improvements	416
58	F9803	LA City	Building Connectivity With Bicycle Friendly Business Districts	302
59	8150	LA County	San Jose Creek Bicycle Trail - Phase II	1,243
60	F1310	LA County	Information Exchange Network Phase II	479
61	F1311	LA County	South Bay Forum Traffic Signal Corridors Project	1,280
62	F1321	LA County	San Gabriel Valley Forum Traffic Signal Corridors Project	736
63	F3308	LA County	San Gabriel Valley Forum Traffic Signal Corridors Project	472
64	F3309	LA County	Gateway Cities Forum Traffic Signal Corridors Proj, Phase VI	2,740
65	F3310	LA County	South Bay Forum Traffic Signal Corridors Project	1,414
66	F3519	LA County	North County Bikeways	820
67	F3521	LA County	Willowbrook Area Bikeway Improvements	457
68	F5310	LA County	Ramona Boulevard/Badillo Street/Covina Boulevard TSSP/BSP	998
69	F5315	LA County	San Gabriel Valley Forum Traffic Signal Corridors Project	600
70	F5316	LA County	South Bay Forum Traffic Signal Corridors Project	460
71	F7115	LA County	The Old Road-Lake Hughes Rd To Hillcrest Pkwy Phase I	2,746
72	F7306	LA County	Foothill Boulevard Traffic Signal Corridor Project	430
73	F7307	LA County	San Gabriel Valley Forum Traffic Signal Corridor Project	340
74	F7308	LA County	East Los Angeles Traffic Signal Corridor Project.	460
75	F7310	LA County	ITS: Improvements on South Bay Arterials	160
76	F7512	LA County	West Carson Community Bikeways	645
77	F7700	LA County	Willowbrook Interactive Information Kiosks	88
78	F7701	LA County	East Los Angeles Demonstration Bicycle Sharing Program	824
79	F7806	LA County	Vermont Avenue Streetscape Improvement Project	41
80	F9302	LA County	SSgt Forum 2015 Traffic Signal Corridors Project	1,770
81	F9412	LA County	Athens Shuttle And Lennox Shuttle Transit Vehicles	750
82	F9800	LA County	Bike Aide Stations	426
83	F9502	Monterey Park	Monterey Pass Road Complete Streets Bike Project	1,395
84	F1300	Palmdale	North County Traffic Forum Its Expansion	1,500
85	F7121	Palmdale	Rancho Vista Blvd Widening	960
86	F7304	Palmdale	North County ITS -Palmdale Extension	2,699
87	F7317	Pasadena	Pasadena Area Rapid Transit System - Transit Signal Priority	703
88	F7318	Pasadena	Adaptive Traffic Control Network - Phase II	1,006
89	F9516	Pasadena	Pasadena Bicycle Program-Union Street 2-Way Cycle Track	555
90	F9122	Pico Rivera	Telegraph Road Bridge Replacement	1,976
91	F7204	Port of Long Beach	Pier B Street Freight Corridor Reconstruction	7,464
92	F9203	Port of Long Beach	Pier B Street Freight Corridor Reconstruction Project	4,264
93	F1505	San Fernando	San Fernando Pacoima Wash Bike Path	1,513
94	F9313	San Fernando	San Fernando Citywide Signal Synch And Bus Speed Imprv.	613
95	F1804	San Gabriel	Las Tunas Drive Streetscape Enhancement Project	641
96	F7301	Santa Clarita	Intelligent Transportation Systems (ITS) Phase V	1,261



**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
2018-19 CALL FOR PROJECTS RECERTIFICATION  
(000')**

	<b>PROJ</b>	<b>AGENCY</b>	<b>PROJECT TITLE</b>	<b>TOTAL</b>
97	F9414	Santa Clarita	Vista Canyon Metrolink Station	1,041
98	F9513	Santa Clarita	Railroad Avenue Class I Bike Path	2,126
99	F7514	Santa Monica	Expo Bicycle Path Extension	1,927
100	F9807	Santa Monica	Santa Monica Expo And Localized Travel Planning Assistance	126
101	6347	South Gate	I-710/Firestone Blvd. Interchange Reconstruction	80
102	F7309	South Gate	Tweedy Boulevard And Signal Synchronization Project	799
103	F9601	West Hollywood	West Hollywood - Melrose Avenue Complete Street Project	1,249
104	F5314	Whittier	Gateway Cities Forum Traffic Signal Corridors Project	340
<b>TOTAL</b>				<b>\$ 161,095</b>



**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
FY 2017-18 CALL FOR PROJECTS DEOBLIGATION RECOMMENDATIONS  
(\$000)**

PROJ. ID #	AGENCY	PROJECT TITLE	FUNDING SOURCE	MODE	DOLLARS PROGRAMMED AND FISCAL YEAR						\$ EXPD/OBLG	TOTAL DEOB	REASON	
					Prior	FY 17	FY 18	FY 19	FY 20	FY 21				
1	F1197	ARCADIA	HUNTINGTON DR CAPACITY IMPROVEMENTS	PC25	RSTI	\$ 1,463						\$ 834	\$ 629	AUDIT SAVINGS
2	F1332	ARCADIA	ARCADIA ARTERIAL ITS DEVELOPMENT PROJ	PC25	SS	1,976						1,975	1	AUDIT SAVINGS
3	F3119	CARSON	I-405 AVAKIB BLVD ACCESS & CONGESTION RELIEF PROJ	PC25	RSTI	6,771						4,275	2,496	AUDIT SAVINGS
4	F7405	GARDENA	PURCHASE OF ALTERNATIVE FUEL REPLACEMENT BUSES	CMAQ	TC	1,052	1,093					-	471	SCOPE CHANGE
5	F1306	GLENDALE	FIBER OPTIC COMMUNICATION GAP CLOSURE FOR IEN EXPANSION	PC25	SS	1,433						1,223	210	AUDIT SAVINGS
6	F3303	INDUSTRY	INDUSTRY-ATMS SIGNAL UPGRADE/CCTV VIDEO SURVEILLANCE SYSTEM	PC25	SS	803						648	155	AUDIT SAVINGS
7	F3130	INGLEWOOD	FLORENCE AVENUE REGIONAL TRANSPORTATION CORRIDOR IMPROVEMENT	PC25	RSTI	2,051						1,685	366	AUDIT SAVINGS
8	F7539	LA CITY	PEDESTRIAN AND BICYCLE NEIGHBORHOOD INTERSECTION ENHANCEMENTS	CMAQ	BIKE				733			-	733	ATP AWARD SAVINGS
9	F7500	LAWNDALE	HAWTHORNE BOULEVARD CLASS II BICYCLE LANES	LTF	BIKE	16		171				-	187	CANCELLED
10	F1334	LONG BEACH	ATLANTIC AVE SIGNAL SYNCHRONIZATION & ENHANCEMENT PROJECT	PC25	SS	2,706						1,832	874	AUDIT SAVINGS
11	F1531	LONG BEACH	LONG BEACH CITYWIDE BICYCLE SAFETY AND AWARENESS PROGRAM	LTF	BIKE	270						249	21	AUDIT SAVINGS
12	4221	LA COUNTY	GATEWAY CITIES TRAFFIC SIGNAL CORRIDORS PROJECT, PHASE II	PC25	SS	15,195						15,055	140	AUDIT SAVINGS
13	6294	LA COUNTY	SAN GABRIEL VALLEY FORUM TRAFFIC SIGNAL CORRIDORS	PC25	SS	9,024						9,001	23	AUDIT SAVINGS
14	8121	LA COUNTY	SAN GABRIEL VALLEY TRAFFIC SIGNAL CORRIDORS PROJECT	PC25	SS	9,571						9,455	116	AUDIT SAVINGS
15	8211	MONROVIA	HUNTINGTON DRIVE PHASE II PROJECT	RSTP	PED		1,800					-	558	SCOPE CHANGE
16	F1219	NORWALK	FIRESTONE BOULEVARD WIDENING OVER SAN GABRIEL RIVER PROJECT	PC25	RSTI	1,580						1,533	47	AUDIT SAVINGS
17	F3702	PASADENA	FOLD-N-GO PASADENA - FOLDING BICYCLE DEMONSTRATION PROGRAM	LTF	TDM	260						238	22	AUDIT SAVINGS



**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
FY 2017-18 CALL FOR PROJECTS DEOBLIGATION RECOMMENDATIONS  
(\$000)**

PROJ. ID #	AGENCY	PROJECT TITLE	FUNDING SOURCE	MODE	DOLLARS PROGRAMMED AND FISCAL YEAR						\$ EXPD/OBLG	TOTAL DEOB	REASON	
					Prior	FY 17	FY 18	FY 19	FY 20	FY 21				
18	F3709	PASADENA	ZERO EMISSION VEHICLE CHARGING STATIONS	LTF	TDM	574						260	314	AUDIT SAVINGS
19	F9516	PASADENA	PASADENA BICYCLE PROGRAM-UNION STREET 2-WAY CYCLE TRACK	CMAQ	BIKE		745		1,313			-	1,313	ATP AWARD SAVINGS
20	F7523	ROSEMEAD	ROSEMEAD/SOUTH EL MONTE REGIONAL BICYCLE CONNECTOR PROJECT	LTF	BIKE			73	851			-	924	CANCELLED
21	F5404	SIGNAL HILL	CITY-WIDE BUS SHELTER UPGRADES W/ ELECTRONIC KIOSKS	LTF	TC	37						-	37	CANCELLED
<b>TOTAL</b>						<b>\$ 54,782</b>	<b>\$ 3,638</b>	<b>\$ 244</b>	<b>\$ 2,897</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 48,263</b>	<b>\$ 9,637</b>	

<b>TOTAL DEOBLIGATION RECOMMENDATION BY MODE</b>	
REGIONAL SURFACE TRANSPORTATION IMPROVEMENTS (RSTI)	\$ 3,538
TRANSIT CAPITAL (TC)	508
SIGNAL SYNCHRONIZATION & BUS SPEED IMPROVEMENTS (SS)	1,519
BICYCLE IMPROVEMENTS (BIKE)	3,178
PEDESTRIAN IMPROVEMENTS (PED)	558
TRANSPORTATION DEMAND MANGEMENT	336
<b>TOTAL</b>	<b>\$ 9,637</b>

## Background/Discussion of Each Recommendation

### A. Recertify

The \$161.1 million in existing FY 2018-19 Board approved commitments and programmed through previous Countywide Call processes are shown in Attachment A. The action is required to insure that funding continues in FY 2018-19 for those on-going projects for which Metro previously committed funding.

### B. Deobligate

Attachment B shows the \$9.6 million of previously approved Countywide Calls funding that is being recommended for deobligation. This includes approximately \$1 million in project downscales, \$1.2 million in cancelled projects, and \$7.4 million in project savings.

### C. Reallocate

The City of Los Angeles requested to cancel the following three Call grants originally programmed to:

- 1) #F3144 – Foothill Boulevard and Sierra Highway Intersection Improvement;
- 2) #F3146 – Highland Avenue Widening-Ordin Street to Franklin Avenue; and
- 3) #F7125 – Sherman Way Widening Between Whitsett Avenue to Hollywood Freeway.

And reallocate total of \$5.312 million cancelled funds to fund the City of Los Angeles San Fernando Road Bike Path Phase IIIA and IIIB Construction (#F1524 and F3515). The Call grant funds along with City's local match of \$688,000 will be used to fulfill the funding gap on the construction portion of the San Fernando Road Bike Path Project. The City of Los Angeles concurs with the recommendations.

### D. Authorize

Projects receiving their first year of funding are required to execute Funding Agreements or Letter of Agreements with Metro. And Projects receiving time extensions are required to execute Amendments with Metro. This recommendation will authorize the CEO or his designee to negotiate and execute any agreements and/or amendments with the project sponsors, based on the project sponsors showing that the projects have met the Project Readiness Criteria and timely use of funds policies.

### E. Receive and File

1. During the 2001 Countywide Call Recertification, Deobligation and Extension, the Board authorized the administrative extension of projects based on the following reasons:
  - 1) Project delay due to an unforeseen and extraordinary circumstance beyond the control of project sponsor (federal or state delay, legal challenge, Act of God);
  - 2) Project delay due to Metro action that results in a change in project scope, schedule or sponsorship that is mutually agreed; and

- 3) Project is contractually obligated, however, a time extension is needed to complete construction that is already underway (capital projects only).

Based on the above criteria, extensions for the 55 projects shown in Attachment D are being granted.

2. Since the March 2016 Metro TAC approval of the Proposed Revised Call Lapsing Policy, several project sponsors have informed staff that their projects will not be able to be completed within the one-time, 20-month extension. Through the 2016 Call Recertification and Deobligation process, Board delegated authority to reprogram currently programmed Call funds to a later year (latest to FY 2020-21). Reprograms for the eight projects shown in Attachment E are being granted.



**Reason for Extensions:**

1. Project delay due to an unforeseen and extraordinary circumstance beyond the control of the project sponsor (federal or state delay, legal challenge, Act of God, etc.);
2. Project delay due to Metro action that results in a change in project scope, schedule, or sponsorship that is mutually agreed; and
3. Project is contractually obligated, however, a time extension is needed to complete construction that is already underway (capital projects only).



**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
2017-18 CALL FOR PROJECTS EXTENSION LIST  
AS OF JUNE 30, 2018  
(\$000)**

	PROJ #	AGENCY	PROJECT TITLE	FUND SOURCE	LAPSING PROG YEAR(S)	TOTAL PROG \$	TOTAL EXP/OBLIG/ALLOC \$	AMT SUBJECT TO LAPSE	REC'D EXT MONTHS	REASON FOR EXT #1, 2 OR 3	NEW REVISED LAPSE DATE
1	F3607	ARCADIA	ARCADIA GOLD LINE STATION PEDESTRIAN LINKAGE PROJ	CMAQ	2016	1,546	-	1,546	12	1	6/30/2019
2	F5309	AZUSA	CITY OF AZUSA TRAFFIC MANAGEMENT SYSTEM	PC25	2016	3,508	245	3,263	20	3	2/29/2020
3	F3509	BURBANK	BURBANK CHANNEL BIKEWAY REGIONAL GAP CLOSURE	CMAQ	2015	2,721	2,658	63	12	3	6/30/2019
4	F5508	BURBANK	LOS ANGELES RIVER BRIDGE	CMAQ	2016	680	-	76	12	1	6/30/2019
5	F7516	CALABASAS	MULHOLLAND HIGHWAY GAP CLOSURE	LTF	2016	436	47	17	24	3	6/30/2020
6	F7322	CARSON	BROADWAY INTERSECTION IMPROVEMENTS - TRAFFIC SIGNAL MODIFICATIONS	PC25	2016	529	11	246	12	1	6/30/2019
7	F5108	COMMERCE	WASHINGTON BOULEVARD MULTIMODAL INTERSECTION	PC25	2016	538	22	217	12	1	6/30/2019
8	F5302	CULVER CITY	CULVER CITY ADAPTIVE TRAFFIC CONTROL SYSTEM (ATCS) PROJ	PC25	2016	1,180	551	629	20	3	2/29/2020
9	F7507	CULVER CITY	BALLONA CREEK BIKE PATH CONNECTIVITY PROJECT AT HIGUERA BRIDGE	LTF	2016	616	-	231	24	1	6/30/2020
10	F7300	DIAMOND BAR	DIAMOND BAR ADAPTIVE TRAFFIC CONTROL SYSTEM PROJECT	PC25	2016	1,407	116	557	24	1	6/30/2020
11	F5114	DOWNEY	TELEGRAPH ROAD TRAFFIC THROUGHPUT AND SAFETY ENHANCEMENT	RSTP	2015 2016	2,787	-	2,553	12	3	6/30/2019
12	F7118	DOWNEY	FLORENCE AVE. BRIDGE OVER SAN GABRIEL RIVER	CMAQ	2016	1,917	-	944	12	3	6/30/2019
13	F3125	EL MONTE	RAMONA CORRIDOR TRANSIT CENTER ACCESS PROJECT	CMAQ	2014 2015	7,651	1,121	6,530	12	1	6/30/2019
14	F5705	EL MONTE	SHARED PARKING PROGRAM/SMART PARKING DETECTION SYSTEM	LTF	2016	316	-	17	12	1	6/30/2019
15	F7405	GARDENA	PURCHASE OF ALTERNATIVE FUEL REPLACEMENT BUSES	CMAQ	2015 2016	2,145	-	1,052	12	1	6/30/2019
16	F3609	HUNTINGTON PARK	PACIFIC BOULEVARD PEDESTRIAN IMPROVEMENT PROJ	LTF	2014	2,676	2,299	377	12	3	2/28/2019
17	F5300	INGLEWOOD	CITY OF INGLEWOOD ITS - PHASE IV IMPROVEMENT PROJECT	PC25	2016	996	7	500	12	1	6/30/2019
18	F5522	LA CANADA FLINTRIDGE	FOOTHILL BLVD. LINK BIKEWAY & PEDESTRIAN GREENBELT PROJ	CMAQ	2016	1,366	-	1,366	12	1	6/30/2019
19	F1129	LA CITY	WIDENING SAN FERNANDO RD AT BALBOA RD	CMAQ	2010	1,061	212	849	12	3	6/30/2019

**Reason for Extensions:**

1. Project delay due to an unforeseen and extraordinary circumstance beyond the control of the project sponsor (federal or state delay, legal challenge, Act of God, etc.);
2. Project delay due to Metro action that results in a change in project scope, schedule, or sponsorship that is mutually agreed; and
3. Project is contractually obligated, however, a time extension is needed to complete construction that is already underway (capital projects only).



**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
2017-18 CALL FOR PROJECTS EXTENSION LIST  
AS OF JUNE 30, 2018  
(\$000)**

	PROJ #	AGENCY	PROJECT TITLE	FUND SOURCE	LAPSING PROG YEAR(S)	TOTAL PROG \$	TOTAL EXP/OBLIG/ALLOC \$	AMT SUBJECT TO LAPSE	REC'D EXT MONTHS	REASON FOR EXT #1, 2 OR 3	NEW REVISED LAPSE DATE
20	F1612	LA CITY	CENTURY CITY URBAN DESIGN AND PEDESTRIAN CONNECTION PLAN	CMAQ	2011	1,605	297	1,308	12	1	6/30/2019
21	F1708	LA CITY	HOLLYWOOD INTEGRATED MODAL INFORMATION SYSTEM	CMAQ	2009 2010 2011	1,682	274	1,408	12	3	6/30/2019
22	F3168	LA CITY	BURBANK BLVD. WIDENING AT HAYVENHURST AVE.	PC25	2013	464	310	154	12	3	2/28/2019
23	F3409	LA CITY	STOCKER/MLK CRENSHAW ACCESS TO EXPO LRT STATION	LTF	2016	1,390	78	117	12	1	6/30/2019
24	F3514	LA CITY	EXPOSITION-WEST BIKEWAY-NORTHVALE PROJECT (LRTP PROGRAM)	CMAQ	2014 2015	4,416	1,732	2,684	12	1	6/30/2019
25	F3631	LA CITY	WESTLAKE MACARTHUR PARK PEDESTRIAN IMPROVEMENT PROJ	CMAQ	2014 2015	1,339	268	1,071	12	3	6/30/2019
26	F3632	LA CITY	WESTERN AVE BUS STOP & PEDESTRIAN IMPROVEMENT PROJ	CMAQ	2013 2014	1,178	236	942	12	3	6/30/2019
27	F3640	LA CITY	LANI - EVERGREEN PARK STREET ENHANCEMENT PROJECT	CMAQ	2013 2014 2015	844	-	844	12	1	6/30/2019
28	F3653	LA CITY	PASADENA AVE PED CONNECTION TO GOLD LINE HERITAGE SQ STATION	CMAQ	2014 2015	2,053	200	1,853	12	1	6/30/2019
29	F3726	LA CITY	FIRST AND LAST MILE TRANSIT CONNECTIVITY OPTIONS	CMAQ	2013 2014	1,313	821	492	12	1	6/30/2019
30	F5519	LA CITY	BICYCLE FRIENDLY STREETS	CMAQ	2015 2016	586	-	586	12	1	6/30/2019
31	F5525	LA CITY	BICYCLE CORRAL PROGRAM LAUNCH	CMAQ	2016	972	-	247	12	1	6/30/2019
32	F7109	LA CITY	SOTO STREET COMPLETE STREETS PROJECT *	PC25	2016	6,056	197	4,766	12	1	6/30/2019
33	F7707	LA CITY	LAST MILE FOLDING BIKE INCENTIVE PROGRAM	LTF	2016	695	-	170	36	1	6/30/2021
34	F3311	LA COUNTY	INFORMATION EXCHANGE NETWORK PHASE III	CMAQ	2013 2014 2015	2,391	1,311	1,080	12	1	6/30/2019
35	F5110	LA COUNTY	FULLERTON ROAD AT PATHFINDER ROAD, ET AL.	PC25	2016	459	-	459	20	3	2/29/2020
36	F5111	LA COUNTY	COLIMA ROAD - CITY OF WHITTIER LIMITS TO FULLERTON ROAD	CMAQ	2015 2016	4,423	-	4,423	12	1	6/30/2019
37	F5115	LA COUNTY	AVENUE L ROADWAY WIDENING PROJECT	RSTP	2015 2016	4,797	-	3,298	12	1	6/30/2019
38	F5412	LA COUNTY	ARROW HIGHWAY BUS STOP IMPROVEMENT PLAN	LTF	2016	302	-	56	12	1	6/30/2019

**Reason for Extensions:**

1. Project delay due to an unforeseen and extraordinary circumstance beyond the control of the project sponsor (federal or state delay, legal challenge, Act of God, etc.);
2. Project delay due to Metro action that results in a change in project scope, schedule, or sponsorship that is mutually agreed; and
3. Project is contractually obligated, however, a time extension is needed to complete construction that is already underway (capital projects only).



**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
2017-18 CALL FOR PROJECTS EXTENSION LIST  
AS OF JUNE 30, 2018  
(\$000)**

PROJ #	AGENCY	PROJECT TITLE	FUND SOURCE	LAPSING PROG YEAR(S)	TOTAL PROG \$	TOTAL EXP/OBLIG/ALLOC \$	AMT SUBJECT TO LAPSE	REC'D EXT MONTHS	REASON FOR EXT #1, 2 OR 3	NEW REVISED LAPSE DATE	
39	F5704	LA COUNTY	METRO GREEN LINE VERMONT STATION WAYFINDING SIGNAGE	CMAQ	2016	396	-	77	12	1	6/30/2019
40	F7412	LA COUNTY	LOS ANGELES COUNTY/USC MEDICAL CENTER TRANSIT VEHICLE	CMAQ	2016	282	-	282	12	1	6/30/2019
41	F3174	LANCASTER	10TH STREET WEST CAPACITY IMPROVEMENTS	PC25	2012 2013	1,596	384	1,212	12	3	2/28/2019
42	F5304	LANCASTER	TRAFFIC SIGNAL SYSTEM MODERNIZATION	PC25	2016	1,009	143	533	12	1	6/30/2019
43	F5803	LANCASTER	AVENUE I CORRIDOR IMPROVEMENTS, 20TH ST W TO 10TH ST W	LTF	2015 2016	372	8	364	20	3	2/29/2020
44	F7313	LONG BEACH	LONG BEACH'S METRO BLUE LINE SIGNAL PRIORITIZATION	PC25	2015 2016	993	219	774	20	3	2/29/2020
45	F7314	LONG BEACH	SANTA FE AVENUE SYNCHRONIZATION ENHANCEMENT PROJECT	PC25	2016	1,920	-	212	24	1	6/30/2020
46	F7316	LONG BEACH	ARTESIA CORRIDOR ATCS ENHANCEMENT PROJECT	PC25	2016	1,827	-	196	24	1	6/30/2020
47	F3139	MANHATTAN BEACH	SEPULVEDA BOULEVARD BRIDGE WIDENING PROJECT	RSTP	2012 2013 2014	6,813	1,440	5,373	12	1	6/30/2019
48	F3522	PASADENA	CORDOVA STREET ROAD DIET PROJECT	CMAQ	2016	2,115		2,115	12	1	6/30/2019
49	F3502	REDONDO BEACH	REDONDO BEACH BICYCLE TRANSPORTATION PLAN IMPLEMENTATION	CMAQ	2016	1,559	-	1,559	12	1	6/30/2019
50	F7119	SAN MARINO	HUNTINGTON DRIVE MULTIMODAL CAPACITY ENHANCEMENTS	PC25	2016	939	-	105	12	1	6/30/2019
51	F5303	SANTA CLARITA	INTELLIGENT TRANSPORTATION SYSTEM (ITS) PHASE V	PC25	2016	1,637	183	1,454	20	3	2/29/2020
52	F7404	SANTA CLARITA	VISTA CANYON REGIONAL TRANSIT CENTER	PC25	2015 2016	2,809	254	2,555	20	1	2/29/2020
53	F7704	SANTA MONICA	MULTI-MODAL WAYFINDING: CONGESTION REDUCTION/ STATION ACCESS	LTF	2016	1,290	-	364	24	1	6/30/2020
54	8002	SGV COG	ALAMEDA CORRIDOR EAST - PHASE I (PLUS ADVANCE FOR PHASE II)	PC25	2015 2016	255,730	235,483	4,772	12	3	6/30/2019
55	F5516	SOUTH EL MONTE	CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES	CMAQ	2016	485	-	485	12	1	6/30/2019
56	F7519	WHITTIER	WHITTIER GREENWAY TRAIL EXTENSION	CMAQ	2016	2,458	-	2,458	12	1	6/30/2019
					<b>TOTAL</b>	<b>\$ 355,271</b>	<b>\$ 251,127</b>	<b>\$ 71,881</b>			

\* Project previously known as "SOTO STREET WIDENING FROM MULTNOMAH ST TO MISSION RD"



**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
2017-18 CALL FOR PROJECTS REPROGRAMMING  
(\$000)**

*Reprogrammed Years are listed in Bold and Italic*

PROJ	AGENCY	PROJECT TITLE								TOTAL	FUND SOURCE
			2016 & Prior	2017	2018	2019	2020	2021			
F3729	Culver City	Real-Time Bus Arrival Information System	\$ 1,874							\$ 1,874	LTF
					<b>\$ 1,874</b>					<b>\$ 1,874</b>	
8046	LA City	Burbank Blvd. Widening - Lankershim Blvd. to Cleon Ave.	\$ 8,169							\$ 8,169	RSTP/PC25
					<b>\$ 5,043</b>	<b>\$ 3,126</b>				<b>\$ 8,169</b>	
8075/ F1209	LA City	Cesar Chavez Ave./Lorena St.Indiana St Intersection Improvements	\$ 3,864							\$ 3,864	PC 25
					<b>\$ 3,864</b>					<b>\$ 3,864</b>	
F1205	LA City	Olympic Blvd and Mateo Street Goods Movement Imp-Phase II	\$ 712							\$ 712	PC 25
					<b>\$ 712</b>					<b>\$ 712</b>	
F3656	LA City	Central Avenue Historic Corridor Streetscape			\$ 1,697					\$ 1,697	CMAQ
						<b>\$ 424</b>		<b>\$ 1,273</b>	<b>\$ 1,697</b>		
F1609	LA City	Main Street Bus Stop and Pedestrian Improvements	\$ 528							\$ 528	CMAQ
							<b>\$ 528</b>		<b>\$ 528</b>		
F1198	Lawndale	Inglewood Ave Corridor Widening Project	\$ 596							\$ 596	PC 25
					<b>\$ 596</b>				<b>\$ 596</b>		
F7105	Santa Clarita	Lyons Avenue/Dockweiler Drive Extension			\$ 104	\$ 5,795				\$ 5,899	PC 25
							<b>\$ 104</b>	<b>\$ 5,795</b>	<b>\$ 5,899</b>		

ORIGINAL PROGRAMMED AMOUNT	\$ 15,743	\$ -	\$ 1,801	\$ 5,795	\$ -	\$ -	\$ 23,339
<b>REPROGRAMMED AMOUNT</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 12,089</b>	<b>\$ 3,550</b>	<b>\$ 632</b>	<b>\$ 7,068</b>	<b>\$ 23,339</b>
<b>DELTA</b>	<b>15,743</b>	<b>-</b>	<b>(10,288)</b>	<b>2,245</b>	<b>(632)</b>	<b>(7,068)</b>	<b>-</b>

## RESULT OF MAY 2018 TECHNICAL ADVISORY COMMITTEE (TAC) APPEALS PROCESS

Sorted by Agency and Number of Years Extended



PROJ ID#	AGENCY	PROJECT TITLE	FUND SOURCE	PROG YR(S)	TOTAL METRO PROG \$	LAPSING FUND YR(S)	METRO Prog \$ SUBJECT TO LAPSE (000')	TOTAL YRS EXT	REASON FOR APPEAL	TAC Recommendation	Metro Response
1	F9600	Avalon		2018 2019 2020	\$ 1,736	2018 2019 2020	\$ 1,736	0	Need to execute Funding Agreement	Allow Project Sponsor until June 30, 2018 to fully execute the Funding Agreement. If deadline is not met, project funds may be recommended for deobligation.	Concur with TAC recommendation. Funding Agreement is executed on 5/18/2018.
2	F3175	Culver City		2014 2015	2,856			2	Project Status Update per May 2017 TAC appeal	This was a status update as required per the 2017 TAC Appeals. No further action was taken.	No further action is needed.
3	F3125	El Monte		2012 2013 2014 2015	7,651	2014 2015	6,530	2	Did not meet Lapsing Policy	One-year extension to June 30, 2019. Project Sponsor must provide an update at the May 2019 TAC meeting and demonstrate full project funding.	Concur with TAC recommendation.
4	F3653	LA City		2013 2014 2015	2,053	2014 2015	1,853	2	Did not meet Lapsing Policy	One-year extension to June 30, 2019.	Concur with TAC recommendation.
5	F3514	LA City		2013 2014 2015	4,416	2014 2015	2,684	3	Did not meet Lapsing Policy Project Status Update per May 2017 TAC Appeal	One-year extension to June 30, 2019. Project Sponsor must provide an update at the May 2019 TAC meeting and demonstrate full project funding.	Concur with TAC recommendation.
6	F3640	LA City		2013 2014 2015	844	2013 2014 2015	844	3	Did not meet Lapsing Policy	One-year extension to June 30, 2019.	Concur with TAC recommendation.
7	F1612	LA City		2009 2011	1,605	2011	1,308	5	Did not meet Lapsing Policy	One-year extension to June 30, 2019.	Concur with TAC recommendation.

PROJ ID#	AGENCY	PROJECT TITLE	FUND SOURCE	PROG YR(S)	TOTAL METRO PROG \$	LAPSING FUND YR(S)	METRO Prog \$ SUBJECT TO LAPSE (000')	TOTAL YRS EXT	REASON FOR APPEAL	TAC Recommendation	Metro Response	
8	F5111	LA County	Colima Road - City Of Whittier Limits To Fullerton Road	CMAQ	2015 2016	4,423	2015 2016	4,423	1	Did not meet Lapsing Policy	One-year extension to June 30, 2019. Project Sponsor must provide an update at the May 2019 TAC meeting.	Concur with TAC recommendation.
9	F3311	LA County	Information Exchange Network Phase III	CMAQ	2013 2014 2015	2,391	2013 2014 2015	1,080	3	Did not meet Lapsing Policy	One-year extension to June 30, 2019.	Concur with TAC recommendation.
10	F9101	Lawndale	Redondo Beach Boulevard Improvements	PC25	2018 2019	3,363	2018 2019	3,363	0	Need to execute Funding Agreement	Allow Project Sponsor until December 31, 2018 to fully execute the Funding Agreement. If deadline is not met, project funds may be recommended for deobligation.	Concur with TAC recommendation.
11	F3112	Lawndale	Inglewood Avenue Corridor Widening	PC25	2014 2015	1,315			2	Project Status Update per May 2017 TAC appeal	This was a status update as required per the 2017 TAC Appeals. No further action was taken.	No further action is needed.
12	F3139	Manhattan Beach	Sepulveda Boulevard Bridge Widening Project	RSTP	2012 2013 2014	6,813	2012 2013 2014	5,373	4	Did not meet Lapsing Policy	One-year extension to June 30, 2019. Project Sponsor must provide an update at the May 2019 TAC Meeting.	Concur with TAC recommendation.
13	F1168	Santa Clarita	Via Princessa Extension-Golden Valley Road to Rainbow Glen	PC25	2015	11,577			1	Project Status Update per May 2017 TAC appeal	This was a status update as required per the 2017 TAC Appeals. No further action was taken.	No further action is needed.

**Board Report**

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**File #:** 2018-0140, **File Type:** Agreement**Agenda Number:** 11.

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**REVISED**  
**PLANNING AND PROGRAMMING COMMITTEE**  
**SEPTEMBER 19, 2018**

**SUBJECT: EXPO/CRENSHAW STATION JOINT DEVELOPMENT PROJECT****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO) to execute an Exclusive Negotiation Agreement and Planning Document (ENA) with Watt Companies, doing business as WIP-A, LLC (Developer) and the County of Los Angeles (County) for the development of 1.77 acres of Metro-owned property and 1.66 acres of County-owned property at the Expo/Crenshaw Station (Site), for 18 months with the option to extend up to 30 months.

**ISSUE**

Following Metro Board of Directors (Metro Board) and County Board of Supervisors (County Board) authorization, on February 5, 2018, Metro and the County entered into a six-month Short Term Exclusive Negotiation Agreement and Planning Document (Short Term ENA) with the Developer for the Expo/Crenshaw Joint Development Project (Project). The Short Term ENA provided an interim period before executing a full term ENA so that the community could provide input on the Project and refinements could be considered. The Developer was also required to identify and enter into a letter of intent (LOI) with a community-based organization for its participation in the development of the Project.

In the Short Term ENA period, the Developer worked in good faith with Metro and County staff and performed pursuant to the requirements of the Short Term ENA, including executing a LOI with the West Angeles Community Development Corporation (WACDC).- Staff is now recommending entering into a full term ENA, which will enable the Developer to continue outreach and project scoping, advance Project design, pursue entitlements/California Environmental Quality Act clearance, and negotiate key terms of Joint Development Agreements and Ground Leases with Metro and the County.

**BACKGROUND**

In January 2017, Metro and the County released a Request for Proposals (RFP) for joint development of Metro- and County-owned parcels at the Expo/Crenshaw Station. On April 20, 2017,



Metro and the County received four proposals, and following evaluations, staff recommended entering into a Short Term ENA with WIP-A, LLC, a wholly-owned subsidiary of Watt Companies, a Southern California-based owner/manager/developer with over 70 years of real estate experience. The Short Term ENA was approved by the Metro Board in November 2017 and the County Board of Supervisors in January 2018 and was executed on February 5, 2018.

#### *Expo/Crenshaw Station Opportunity Site*

The Site incorporates two properties in the City of Los Angeles: (1) a County Probation Department facility located at 3606 W. Exposition Boulevard (southwest corner of Exposition and Crenshaw Boulevards) which the County plans to vacate to repurpose for transit-oriented development; and (2) a Metro-owned property on the southeast corner of Exposition and Crenshaw Boulevards that currently serves as construction staging for the Crenshaw/LAX Transit Project (see Attachment A - Site Map). The community-driven Development Guidelines for the Site identify the opportunity for a culturally distinct gateway destination and pedestrian-scaled community serving residents and visitors with high quality and local-serving retail uses and a range of housing types, both market rate and affordable. It also identifies opportunities to foster job growth with attractive retail and/or business incubator space, among other goals.

### **DISCUSSION**

#### *Community-Based Partner*

In March 2018, the Developer and WACDC (collectively, the "Development Team") executed an LOI which outlines WACDC's equity position in the Project and funds a WACDC staff position to support the Project. WACDC is a respected and established non-profit organization with strong ties to the local community. As they have done for other affordable housing projects in the Crenshaw area, WACDC will assist in outreach, marketing, and lease-up of the Project's affordable component, and will deliver social services for the affordable housing units once the Project is operational. WACDC will also help the Developer identify opportunities for local job seekers and contractors in the construction and operation of the Project.

#### *Community Outreach and Input*

In March 2018, the Development Team and Metro staff hosted two community roundtable discussions with key Expo/Crenshaw stakeholder representatives from resident and homeowners associations, business groups, faith-based organizations, and other community-based organizations. Two larger community workshops were held in April 2018, and were promoted through the distribution of 5,000 flyers within one-half mile of the Site, e-blasts, social media, phone calls, and a Project website. Collectively, these four meetings attracted over 325 participants who engaged with the Development Team and Metro staff and provided input on the Project.

The Developer's original proposal contemplated a total of 492 residential units dispersed over both sites, with 15% of those units restricted to households earning 50% or less of area median income (AMI). In the community meetings, many stakeholders expressed a desire for an increase in the number of affordable housing units in the Project. They also requested that the Project serve a greater range of household incomes. In response, the Developer has committed to providing a minimum of 400 total units in the Project, and 20-25% of the units will be restricted to households earning between 30-80% of AMI. Consistent with the original proposal, a minimum of 15% of the

Project's units will be restricted to households earning 50% of AMI or less (see Attachment B - Development Program Summary). During the ENA period, the Development Team will pursue affordable housing financing sources to support the additional income-restricted units. One goal of the Metro Joint Development Program is that 35% of all residential units built on Metro-owned land are affordable to households earning 60% of AMI or less. Assuming the minimum number of total units (400) and the minimum affordable housing commitment (20%) for the Expo/Crenshaw Site, 38% of the total units completed, in construction and/or in negotiations in the Joint Development portfolio would be affordable.

The Developer's proposal also includes a minimum of approximately 40,000 square feet of commercial and retail space, envisioned with a grocery store and locally-owned and -operated restaurants identified as potential tenants. In the community workshops, stakeholders shared their priorities on the types of businesses they would like to see in the Project, opportunities for activating public space around the Site, and ideas on community programming and public art in these spaces. The commercial/restaurant and community uses in the Project will be further defined during the term of the ENA.

The Developer's proposal also preserves the opportunity for an additional station entrance on the County property to facilitate efficient connections between the Crenshaw/LAX and Expo lines. Under the terms of the ENA, the Developer, Metro, and the County will continue to work together to identify strategies for realizing the additional station entrance. The Developer has also agreed to contribute \$50,000 in funding for an Expo/Crenshaw Station First/Last Mile Plan, which will identify opportunities to improve multi-modal access to the Station.

### **DETERMINATION OF SAFETY IMPACT**

Approval of this item will have no adverse impact on safety. Metro's operations staff will continue to review and comment on the proposed development to ensure that the Project will have no adverse impact on the station, portal and public areas on Metro's property. The eventual implementation of this joint development project at the Expo/Crenshaw Station will offer opportunities to improve safety for transit riders through better pedestrian and bicycle connections and transfers between the Crenshaw/LAX and Expo lines.

### **FINANCIAL IMPACT**

Funding for joint development activities related to the ENA and the proposed Project is included in the FY19 budget in Cost Center 2210, Project 401045. In addition, the ENA will require a non-refundable fee of \$25,000 as well as a \$50,000 deposit to cover third party expenses during the negotiation, to be provided 90 to 150 days after the ENA execution.

### **Impact to Budget**

Metro project planning activities and related costs will be funded from General Fund local right-of-way lease revenues and any deposits secured from the Developer, as appropriate. Local right-of-way lease revenues are eligible for bus/rail operating and capital expenses. Execution of the ENA will not impact FY 2019 bus and rail operating and capital budget, Proposition A and C, TDA, Measure R or

M administration budget.

### **ALTERNATIVES CONSIDERED**

The Board could choose not to proceed with the recommended action and could direct staff to (a) not enter into an ENA with the Developer, or (b) ~~continue communications regarding refinement of the Project with the Developer by extending the existing Short Term ENA,~~ or (c) not proceed with the proposed Project and seek new development options via a new competitive process. Staff does not recommend proceeding with these alternatives because the recommended action builds upon the significant community input and procurement process that has transpired thus far. The Short Term ENA will expired on August 5, 2018. A new RFP process would delay the development of the Site, and Metro and the County may fail to take advantage of currently favorable conditions in the real estate market. Further, if the outcome of the discussion during the ENA process does not create a project proposal suitable to the community, Metro, or the County, other options could still be considered.

### **NEXT STEPS**

Upon Board approval of the recommended action and corresponding authorization by the County, the ENA will be executed. The Development Team, together with Metro and County staff, will continue to solicit community input to refine the Project. The Developer will advance Project design, begin the environmental clearance and entitlement process, and will pursue and begin to assemble financing for the Project including affordable housing resources. The Ground Lease terms under the initial proposal will likely be revised in order to accommodate the revised Project scope. Metro staff, with support from a financial consultant and County Counsel, will negotiate a term sheet for a Joint Development Agreement and Ground Lease. Staff will return to the Board with the terms of a recommended Joint Development Agreement and Ground Lease at the end of the ENA negotiation period.

### **ATTACHMENTS**

Attachment A - Site Map

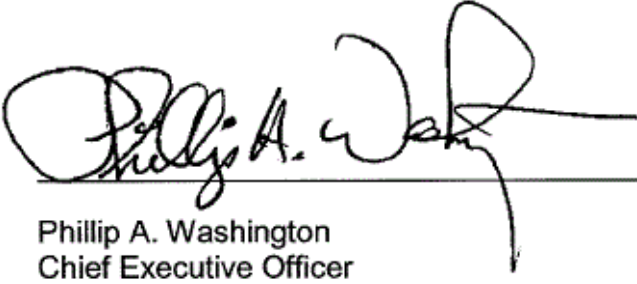
Attachment B - Development Program Summary

Prepared by: Nicole Velasquez, Manager - Transportation Planning, Countywide Planning & Development, (213) 922-7439

Nick Saponara, Deputy Executive Officer, Countywide Planning & Development, (213) 922-4313

Jenna Hornstock, Executive Officer, Countywide Planning & Development, (213) 922-7437

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



Phillip A. Washington  
Chief Executive Officer

# ATTACHMENT A

## SITE MAP



### **SITE A**

Owner: Los Angeles County  
Site: 1.66 acres  
Use: County Probation Department

### **SITE B**

Owner: Metro  
Site: 1.77 acres  
Use: Construction staging

## ATTACHMENT B

### DEVELOPMENT PROGRAM SUMMARY\*

<b>Total Residential Units (#)</b>	<b>At least 400</b>
<30-80% AMI	5-10% of total units
<50% AMI	At least 15% of total units
<b>Total Affordable Units</b>	<b>20-25% of units</b>
<b>Commercial/Community Space</b>	<b>At least 40,000 square feet</b>

\* The Development Program is preliminary and subject to change during additional community outreach and scoping as well as the financial negotiation. The Board will consider final terms as part of the proposed Joint Development Agreement and Ground Lease approval.



# Expo/Crenshaw Joint Development Project



**Planning and Programming Committee**

**September 19, 2018**

**Agenda Item 11**



**Metro**



# Recommendation

- **Enter into a full term Exclusive Negotiation Agreement and Planning Document (ENA) with Watt Companies, dba WIP-A, LLC**
  - 18 months with an option to extend up to 30 months

# Expo/Crenshaw Joint Development Site

## County Property

**Site:** 1.66 acres

**Use:** County Probation  
Department

## Metro Property

**Site:** 1.77 acres

**Use:** Construction  
Staging



# Background

- **Late 2017/Early 2018** – Metro and County Boards approved Short-Term Exclusive Negotiation Agreement (ENA) with Watt Companies
  - Perform community outreach on proposed project and refine as necessary
  - Identify additional community-based partnerships and enter into a Letter of Intent (LOI) with community-based organization

# Community Partner

- **March 2018** – Watt entered into an LOI with West Angeles Community Development Corporation (WACDC)
  - Outlines WACDC equity position
  - Funds a WACDC staff position to support project
  - Outreach, market, lease-up and social services for affordable housing units

# Community Outreach

- **March 2018** – 2 roundtable discussions
- **April 2018** – 2 community workshops
- 325+ community stakeholders participated



# Project Refinement

Uses	Original Proposal	Revised Proposal
Residential	492 units	Minimum of 400 units
≤50% Area Median Income (AMI)	15% of total units	15% of total units
30-80% AMI	0	5-10% of total units
Non-residential uses	47,500 square feet	Minimum of 40,000 square feet

- \$50,000 in developer funding for Metro First/Last Mile Plan

# Next Steps

- **September 2018** – County Board to consider ENA
- **Late 2018/early 2019** – Additional outreach and project scope refinement
- **On-going through 2019**
  - Negotiate term sheet for Joint Development Agreements and Ground Leases with Metro and County
  - Environmental clearance and entitlements approval
  - Community engagement
- **Spring 2020** – Return to Metro and County Boards for consideration of final transaction terms





## Board Report

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File #: 2018-0187, File Type: Policy

Agenda Number: 22.

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### PLANNING AND PROGRAMMING COMMITTEE JULY 18, 2018

**SUBJECT: MEASURE R AND MEASURE M  
COST MANAGEMENT POLICY**

**ACTION: APPROVE RECOMMENDATION**

#### **RECOMMENDATION**

ADOPT the revised Measure R and new Measure M Cost Management Policy (Attachment A).

#### **ISSUE**

The center of the expenditure plans for both Measure R and Measure M is the significant capital project portfolio. Managing a mix of projects - either several large or "mega" capital projects with multi-year timelines, or a multitude of small capital projects - comes with inherent uncertainties that can affect costs. To effectively manage the complex capital program, the Board adopted a cost management policy for Measure R; with the recent passage of Measure M, an update of the cost management policy is in order.

The revised Measure R and Measure M Cost Management Policy (Policy) updates the original Measure R Cost Management Policy to provide consistency between the existing policy and the Measure M Cost Management Policy in the Measure M Guidelines. The updated Policy also addresses ambiguity in the application of the Policy with projects that are between development phases.

#### **BACKGROUND**

The Metro Board adopted the original Measure R Cost Management Policy in 2011 to help document and address potential cost increases for the capital program. The Policy identifies key events in a project's development when costs are to be evaluated and steps to address cost increases, including value engineering, local agency funding, shorter segmentation, cost reductions to other projects, and prioritizing the funding and scheduling of projects.

In 2015, the Metro Board amended the Policy to include regional facilities. Regional facilities are generally defined as airports, seaports, and Union Station. This amendment allowed Metro projects within the boundary of those facilities to be exempted from corridor and subregional cost reduction requirements.

Staff has applied the Policy to a number of potential cost increases since 2011 in both the Measure R highway and transit program. The Policy has been successful in providing clarity and transparency to the Board, Metro staff, and the public.

The Metro Board approved the Measure M Guidelines in 2017, which included a Cost Management Policy for Measure M. However, there has not been a unified cost management policy which applies to both Measure R and Measure M projects. Given the magnitude of investment in the coming years, staff believes it is appropriate to return to the Board to present an updated Policy that can better assist in the management of the capital program.

## **DISCUSSION**

### **Summary of Revisions**

The major focus of the update is to clarify as much as possible how and when the Policy is applied to projects. For example, a definition of “Transit or Highway Corridor” is included that clarifies the subregion where offsetting cost reductions would be evaluated. Additionally, Metro staff has amended the Policy to include both highway and transit projects in all steps.

Another significant change is the addition of a new review milestone. The new milestone requires updates to cost estimates resulting from specific actions (e.g., approved final environmental documents; completion of 30% design cost related to Measure M 3% local agency contribution policy). This will serve to ensure that public reporting and documentation of project specific costs are consistent throughout the life of the project since a number of projects are moving through the planning process. It is critical to maintain a clear and transparent process for documenting cost assumptions and estimates.

Lastly, staff further recommends updates to the Policy to incorporate the cost management policy from the Measure M Guidelines in order to provide consistency and added specificity. Going forward staff believes these additions and clarifications will strengthen the Policy and allow the Board to continue to make informed decisions.

## **DETERMINATION OF SAFETY IMPACT**

Approval of this item will have no impact on safety standards for Metro.

## **FINANCIAL IMPACT**

Adoption of the revised Measure R and Measure M Cost Management Policy is intended to improve Metro’s financial management and cost controls. This update further reinforces tools the Metro Board and staff have to address cost increases.

### **Impact to Budget**

There is no impact to the FY 18 Budget.

### **ALTERNATIVES CONSIDERED**

The Board could elect not to make the recommended revisions to the Policy. Metro staff recommends against this approach as the revised Policy addresses some omissions which limit the ability to manage and control costs. The omissions addressed include clarification on milestones for project evaluation and providing more consistency between the existing policies.

### **NEXT STEPS**

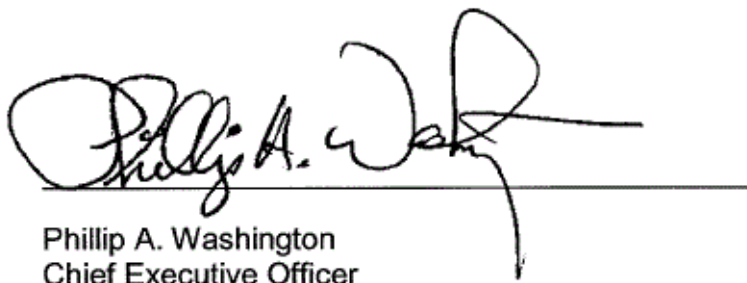
Approval of this item will allow staff to apply the new Policy going forward and will be in place for the update to the Long Range Transportation Plan and other future planning efforts.

### **ATTACHMENTS**

Attachment A - Revised Unified Cost Management Policy for Measure R and Measure M Projects

Prepared by: Steven Mateer, Manager, Countywide Planning & Development, (213) 922-2504  
Craig Hoshijima, DEO, Countywide Planning & Development, (213) 418-3384  
Laurie Lombardi, SEO, Countywide Planning & Development, (213) 418-3251

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



Phillip A. Washington  
Chief Executive Officer

**Attachment A**  
**Measure R and Measure M Unified Cost Management Policy**

**Unified Cost Management Policy  
For Measure R and Measure M Projects  
(July 2018)**

**Introduction**

The MTA Los Angeles County Metropolitan Transportation Authority (Metro) will follow a unified cost management ~~process and~~ policy (the "Policy") for the control ~~and minimization~~ of project costs for the Measure R and Measure M transit and highway projects. At the core of the ~~unified cost control management process and policy~~ Policy is a commitment to follow a ~~new~~ step-by-step evaluation of project costs against possible resources to address project shortfalls. Shortfalls that cannot be addressed at the project level by value engineering or other measures, such as changes in the scope of the project, will be subject to a ~~new~~ stepwise evaluation process. The initial Policy for Measure R was adopted March 2011, and amended January 2015.

The ~~new~~ step-by-step cost management ~~process policy~~ will require the MTA Metro Board to review and consider approval of project cost estimates against funding resources at key milestone points throughout the planning, environmental, design, and construction phases of the Measure R and Measure M transit and highway projects: included in the respective ordinance, or replaced, substituted, or added by subsequent Board action. At each milestone, MTA Metro staff is directed to: (1) submit a project that is consistent with the ~~budget~~ latest cost estimate; (2) identify any issues when a project is not consistent with the ~~budget~~ latest cost estimate; and (3) propose corrective actions before the project advances further, if it is not consistent with the ~~budget~~ latest cost estimate. The "latest cost estimate" is defined as the total project cost, as identified in documents submitted to the Board. The project costs should include all costs related to the project, including planning, environmental, other project development activities (e.g., project readiness, P3 delivery support), design, engineering, right of way, and construction.

For Measure R and Measure M funds, the total planned ~~funding resources from those resources~~ (including any prior Measure R and Measure M expenditures) shall not exceed the amount ~~shown specified~~ in the "New Sales Tax Total" column of the Measure R respective expenditure plan, plans and ordinances, as amended.

At each milestone, the latest cost estimate and corresponding planned funding resources shall ~~not exceed~~ be compared to the prior amounts shown ~~to the Board~~ (including amounts in the sales tax ordinances and expenditure plans). These key milestones include the following decision points:

- 1) Selection of conceptual design alternatives to be studied in the environmental phase;
- 2) Selection of the Locally Preferred Alternative and entrance into the Preliminary Engineering phase;

- 3) Approval of the final environmental document and entrance into the final design phase;
- 4) Establishment of a life-of-project budget prior to construction; and,
- 5) Any amendment to the life-of-project budget.

If increases in ~~cost estimates~~ the latest cost estimate occur, the MTA Metro Board must approve a plan of action to address the issue prior to taking any action necessary to permit the project to move to the next milestone. ~~Increases in cost estimates will be measured against the 2009 Long Range Transportation Plan as adjusted by subsequent actions on cost estimates taken by the MTA Board.~~ Shortfalls will first be addressed at the project level prior to evaluation for any additional resources using these methods in this order as appropriate:

- 1) ~~Value Engineering and or s~~Scope reductions;
- 2) New local agency funding resources;
- 3) ~~Shorter segmentation;~~ Value Engineering;
- 4) Other cost reductions within the same transit or highway corridor;
- 5) Other cost reductions within the same sub-region; and finally,
- 6) Countywide transit or highway cost reductions or other funds will be sought using pre-established priorities.

The objective of the ~~cost management process and policy~~ Policy is to insure the prompt development and consideration of project cost alternatives that genuinely address the cost controls necessary to successfully deliver all Measure R and Measure M transit and highway ~~corridor~~ projects.

### Process and Policy Detail

~~The unified cost management processes and policies that are proposed controls are as follows:~~

Metro staff will utilize the following policies to manage costs and funding changes over the course of the Measure R and Measure M programs:

- 1) A regional long-range transportation plan (covering at least 2040 years) for Los Angeles County shall be adopted and reflect current project cost estimates, at least once every five years. For interim years, staff will prepare an update to the 40-year financial forecast, 10-year short range financial forecast, or otherwise report on changes affecting the major financial assumptions of the plan and progress toward the implementation of new projects and programs. The plan update report shall also highlight Board approved actions taken during the interim period that affect the plan outcomes or schedules (from Financial Stability Policy, Item #14, January 2007);
- 2) ~~MTA shall complete projects accelerated through the 30/10 Initiative in the same sequence as the adopted 2009 Long Range Transportation Plan (LRTP) (from 30/10 Initiative Position Statement);~~

~~3) MTA shall only utilize pledged federal assistance from the 30/10 Initiative if the construction and financing costs are less than the available funds (adjusted for inflation) planned in the adopted 2009 LRTP, unless those costs are being adjusted by the minimum necessary to accomplish an operable segment for the corridor (from 30/10 Initiative Position Statement);~~

4)2) Measure R and Measure M transit corridor and highway projects shall be presented separately for approval by the Board in a step-by-step cost control process that will evaluate project ~~cost estimates~~cost estimates against ~~funding resources~~prior amounts presented to the Board resulting from specific actions (e.g. approved final environmental documents; completion of 30% design cost related to Measure M 3% policy) for the ~~at key milestones points throughout the environmental, design, and construction phases of the 30/10 transit projects~~respective programs. This will serve not only to keep the Board apprised of key milestones, and the cost adjustments arising from related analyses— it also will ensure public reporting and documentation of project specific costs are consistent throughout the life of the project.

For Measure R and Measure M funds, the planned ~~funding resources~~expenditure (including any prior Measure R and Measure M expenditures) shall not exceed the amount shown in the "New Sales Tax Total" column of the Measure R expenditure plan or the "Measure M Funding 2015\$" column of the Measure M expenditure plan (adjusted for inflation, if permitted under the ordinance), as amended by the Board. These key milestones include the following decision points:

- a. Selection of conceptual design alternatives to be studied in the environmental phase;
- b. Selection of the Locally Preferred Alternative and entrance into the Preliminary Engineering phase;
- c. Approval of the final environmental document and entrance into the Final Design phase;
- d. Establishment of a life-of-project budget prior to construction; and,
- e. Any amendment to the life-of-project budget.

5)3) At any of the milestones above, the MTA Metro will seek to review and control ~~and minimize~~ Measure R and Measure M transit and highway project costs prior to taking any action necessary to permit the project to move to the next milestone. Cost minimization control efforts will be measured against ~~the 2009 Long Range Transportation Plan as adjusted by subsequent~~previous actions on budget-setting or total project cost estimates taken by the MTA Metro Board. Shortfalls (i.e., cost estimate increases in comparison to prior estimates) will first be addressed at the project level prior to evaluation for any additional resources.



Metro staff will evaluate the possibility of securing the necessary cost savings or revenues for the project. Within the parameters of the Metro Board's policy not to seek transit funds from highway resources, or vice-versa, staff will first seek to identify cost and/or additional funds using these methods in this order as appropriate:

- a. ~~Value engineering and/or s~~Scope reductions;
- b. New local agency funding resources;
- c. ~~Shorter segmentation;~~Value engineering;
- d. Other cost reductions within the same transit or highway corridor (see Attachment BA);
- e. Other cost reductions within the same sub-region (See Attachment BA); and,
- f. Countywide~~For Measure R projects, countywide~~ transit and highway cost reductions and/or other funds will be sought using pre-established priorities, as follows:

- i. Where applicable, Measure R Transit Capital Subfund Contingency-Escalation Allowance funds (Measure R Expenditure Plan, Page 2 of 4, Line 18);

- ~~ii.~~ Where applicable, Measure R Highway Capital Subfund Contingency-Escalation Allowance funds (Measure R Expenditure Plan, Page 3 of 4, Line 39); and,

- ~~iii.~~ Where Line 18 ~~or 39~~ is not applicable, the LRTP Near-Term Strategies and Priority Setting Criteria, ~~as amended~~, will be followed (Item 9, as Adopted by the Board of Directors in March 2010-), and available funding will be identified for the cost increase but not change the priority order of other Metro capital projects.

- g. For Measure M projects, countywide transit and highway cost reductions and/or other funds will be sought using pre-established priorities, as follows:

- i. Where applicable, Measure M Transit Contingency Subfund (Measure M ordinance, Page 12, Section 7.b.3.A.);

- ii. Where applicable, M Highway Contingency Subfund (Measure M ordinance, Page 12, Section 7.b.2.A.); and,

- iii. Where use of contingency subfunds is not applicable or sufficient, the LRTP Near-Term Strategies and Priority Setting Criteria, as amended, will be followed, and available funding will be identified for the cost increase but not change the priority order of other Metro capital projects.

h. No project will receive Measure M funds over and above the amount listed in the expenditure plan except under the following circumstances:

- i. The cost is related to inflationary pressures, and meets the requirements for the Inflation related Contingency Fund provisions provided under the Measure M ordinance. These are addressed in the Measure M Contingency Fund Guidelines Section VII of the Measure M Final Guidelines, June 2017 (the “Final Guidelines”).
- ii. Additional Measure M funds are provided for and consistent with amendments in tandem with the Ten-Year Comprehensive Program Assessment permitted under the ordinance. This process is addressed in the Measure M Comprehensive Program Assessment Process & Amendments Section III.
- iii. Redirection of Measure M subregional funds aligned with the project’s location, so long as the project satisfies all subregional program eligibilities and procedures consistent with the Final Guidelines, and with the agreement of jurisdictions otherwise eligible for those subregional funds.

A transit or highway “corridor” is defined here as the “study area” for a particular project or program. In the event a project has alternatives where the alignments are clearly defined or if a LPA has been determined, then the area defined as the Area of Potential Effect in the EIR/EIS will constitute a corridor for the purposes of this Policy.

Each Measure R and Measure M transit or highway project will be considered on a case-by-case basis at each milestone and a rationale developed if resources from the prior step above are insufficient or not recommended for good reason. The MTAMetro Board will be presented with all viable options and will have the sole authority to make any final funding and project delay decisions.

~~6)4)~~ At the time of awarding the construction contract, Measure R and Measure M transit corridor and highway projects shall be presented for approval by the Board for a “life of project” budget. Prior to inclusion in the annual budget, Measure R transit corridor and highway projects shall be presented separately for approval by the Board for a life-of-project budget. Subsequently, capital projects with life-of-project budget changes that cause the project to exceed \$1 million or if the change exceeds \$1 million shall be presented to the Board for approval (from Financial Stability Policy);

- a. Prior to life-of-project budget approval, the MTAMetro shall compare the ~~sum of the cost~~costs of the Measure R or Measure M transit and highway

projects ~~to date~~ and the proposed life of project budget ~~(as de-escalated)~~ to the most up-to-date LRTP funding forecast for Measure R or Measure M transit and highway projects. If the life-of-project budget is less than the anticipated funds available as compared to the up-to-date LRTP funding forecast, then MTA Metro staff can approve the life of project budget. If the life-of-project budget exceeds more than the available funds, then MTA Metro staff would not execute a construction contract unless the MTA Metro Board approved cost reductions, project delays or other funding to make up the difference ~~(modifies and would supersede language from the body of 30/10 Initiative Position Statement);~~

~~7) Prior to approval of a life-of-project budget that exceeds currently committed revenues and prior to approval of a life-of-project budget cost increase, MTA staff will evaluate the possibility of securing the necessary cost savings or revenues for the project. Within the parameters of the MTA Board's policy not to seek transit funds from highway resources, or vice-versa, staff will first seek to identify cost and/or additional funds in a step-by-step manner from:~~

- ~~a. Value engineering and/or scope reductions;~~
- ~~b. New local agency funding resources;~~
- ~~c. Shorter segmentation;~~
- ~~d. Other cost reductions within the same transit or highway corridor;~~
- ~~e. Other cost reductions within the same sub-region; and,~~
- ~~f. Countywide transit cost reductions and/or other funds will be sought using pre-established priorities, as follows:~~

~~Where applicable, Measure R Transit Capital Subfund Contingency-Escalation Allowance funds (Measure R Expenditure Plan, Page 2 of 4, Line 18);~~

~~Where applicable R Highway Capital Subfund Contingency-Escalation Allowance funds (Measure R Expenditure Plan, Page 3 of 4, Line 39); and,~~

~~Where Line 18 is not applicable, the LRTP Near-Term Strategies and Priority Setting Criteria will be followed (Item 9, as Adopted by the Board of Directors in March 2010).~~

~~8) A specific MTA Board action is required to re-program highway capital project funding for use on transit or highway capital projects as a result of 30/10, unless such re-programming does not result in a net decrease to the highway capital project funding (from 30/10 Initiative Position Statement);~~

~~9) Likewise, a specific MTA Board action is required to re-program transit capital project funding for use on highway capital projects as result of 30/10, unless such re-programming does not result in a net decrease to the transit capital project funding (from 30/10 Initiative Position Statement); and,~~

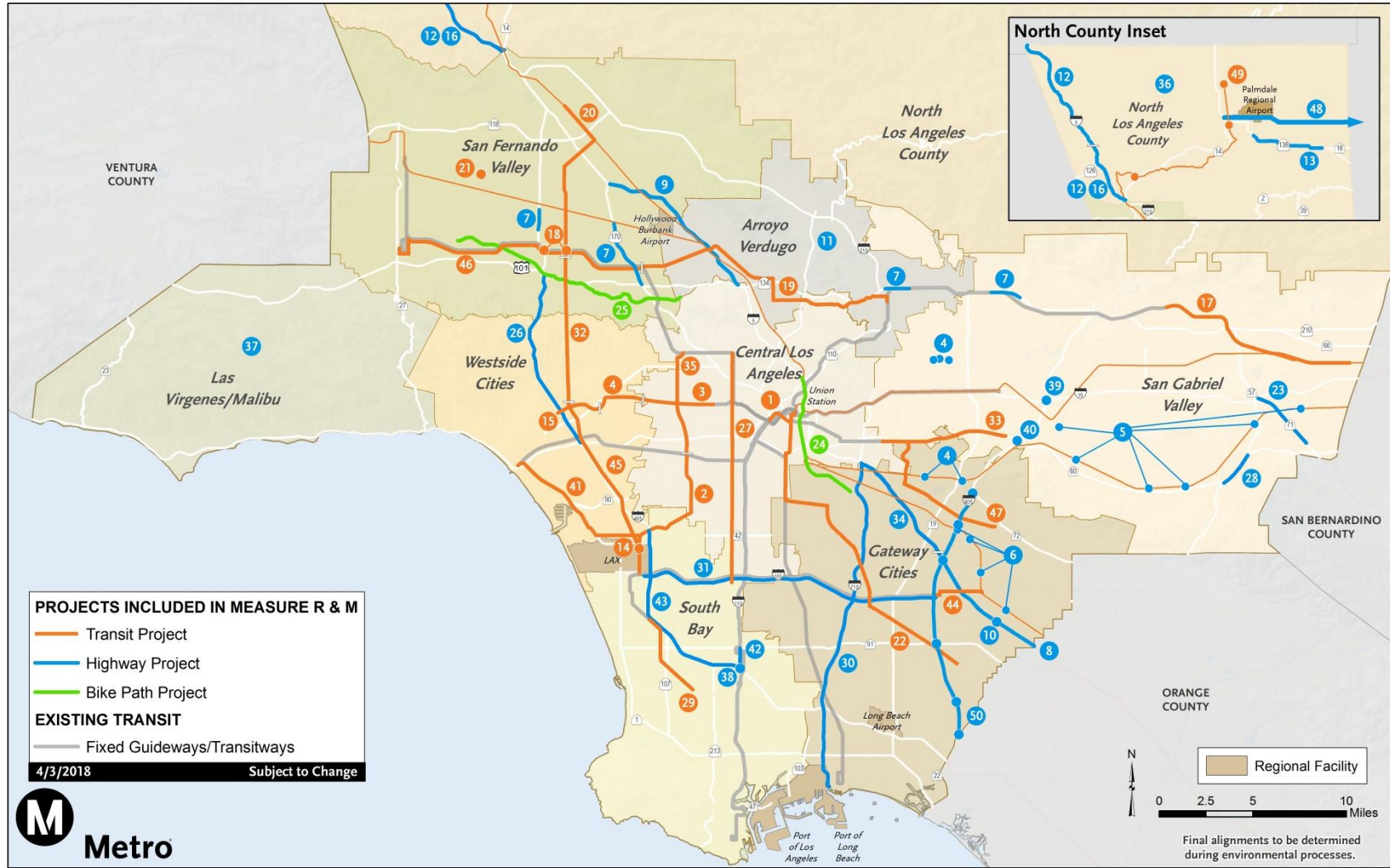
10)5) Any capital project savings above \$200,000 must return to the Metro Board for approval prior to the reprogramming or transfer of funds to other projects or programs (from Financial Stability Policy).

11)6) A Regional Facility Area has been established, separate from subregional planning areas, which include Los Angeles International Airport (LAX), Burbank Bob Hope Airport, Long Beach Airport, Palmdale Regional Airport; the Ports of Long Beach and Los Angeles; and Los Angeles Union Station. Any capital project cost increases to Measure R funded projects within the boundaries of these facilities are exempt from the corridor and subregional cost reduction requirements of 73(ee) and 73(ef) above. Cost increases regarding these projects will be addressed from the regional programs share.

7) System Connectivity Projects have been established in Measure M, separate from subregional planning areas. Any capital project cost increases to Measure M System Connectivity Projects are exempt from the corridor and subregional cost reduction requirements of 3(e) and 3 (f) above.

**Attachment A – Measure R and Measure M Corridor and Subregional Boundaries Map**

**Map A-1: Measure R and Measure M Highway and Transit Corridor Map**



Measure R and Measure M Highway and Transit Corridor Map Code

<b>Highway Projects</b>	
<u>5</u>	<u>Alameda Corridor East Grade Separations Phase II</u>
<u>6</u>	<u>BNSF Grade Separations in Gateway Cities</u>
	<u>Countywide Soundwall Construction (Metro regional list and</u>
<u>7</u>	<u>Monterey Park/SR-60</u>
<u>8</u>	<u>I-5 Capacity Enhancements from I-605 to Orange County Line</u>
<u>9</u>	<u>I-5 Capacity Enhancements from SR-134 to SR-170</u>
<u>10</u>	<u>I-5 Carmenita Road Interchange Improvements</u>
<u>11</u>	<u>Highway Operational Improvements in Arroyo Verdugo</u>
	<u>I-5 North Capacity Enhancements from SR-14 to Kern County</u>
<u>12</u>	<u>Line (Truck Lanes)</u>
<u>13</u>	<u>SR-138 Capacity Enhancements</u>
<u>16</u>	<u>I-5 N Cap. Enhancements (SR-14 to Lake Hughes Rd)</u>
<u>23</u>	<u>SR-71 Gap from I-10 to Rio Rancho Rd</u>
<u>26</u>	<u>Sepulveda Pass Transit Corridor (Ph 1)</u>
<u>28</u>	<u>SR-57/SR-60 Interchange Improvements</u>
<u>30</u>	<u>I-710 South Corridor Project</u>
<u>31</u>	<u>I-105 Express Lane from I-405 to to I-605</u>
<u>34</u>	<u>I-5 Corridor Improvements (I-605 to I-710)</u>
<u>36</u>	<u>North County Transportation Improvements</u>
<u>37</u>	<u>Las Virgenes/Malibu Transportation Improvements</u>
	<u>I-405/I-110 Int. HOV Connect Ramps &amp; Interchange</u>
<u>38</u>	<u>Improvements</u>
<u>39</u>	<u>I-605/I-10 Interchange</u>
<u>40</u>	<u>SR-60/I-605 Interchange HOV Direct Connectors</u>
<u>42</u>	<u>I-110 Express Lane Ext South to I-405/I-110 Interchange</u>
<u>43</u>	<u>I-405 South Bay Curve Improvements</u>
<u>45</u>	<u>Sepulveda Pass Westwood to LAX (Ph 3)</u>
<u>48</u>	<u>High Desert Multi-Purpose Corridor - LA County Segment</u>
<u>50</u>	<u>I-505 Corridor "Hot Spot" Interchange Improvements</u>

<b>Bike Path Projects</b>	
<u>24</u>	<u>LA River Waterway &amp; System Bikepath</u>
<u>25</u>	<u>Complete LA River Bikepath</u>

<b>Transit Projects</b>	
<u>1</u>	<u>Regional Connector</u>
<u>2</u>	<u>Crenshaw Transit Corridor</u>
<u>3</u>	<u>Westside Subway Extension Sec. 1</u>
<u>4</u>	<u>Westside Subway Extension Sec. 2</u>
<u>14</u>	<u>Airport Metro Connect 96th St. Station/Green Line Ext LAX</u>
<u>15</u>	<u>Westside Subway Extension Sec. 3</u>
<u>17</u>	<u>Gold Line Foothill Extension to Claremont</u>
<u>18</u>	<u>Orange Line BRT Improvements</u>
<u>19</u>	<u>BRT Connector Orange/Red Line to Gold Line</u>
<u>20</u>	<u>East SF Valley Transit Corridor Project</u>
<u>21</u>	<u>North SF Valley BRT Improvements</u>
<u>22</u>	<u>West Santa Ana Transit Corridor LRT</u>
<u>27</u>	<u>Vermont Transit Corridor</u>
<u>29</u>	<u>Green Line Extension to Crenshaw Blvd in Torrance</u>
<u>32</u>	<u>Sepulveda Pass Transit Corridor (Ph 2)</u>
<u>33</u>	<u>Gold Line Eastside Extension (One Alignment)</u>
<u>35</u>	<u>Crenshaw Northern Extension</u>
<u>41</u>	<u>Lincoln Blvd BRT</u>
<u>44</u>	<u>Green Line Eastern Extension (Norwalk)</u>
<u>46</u>	<u>Orange Line Conversion to Light Rail</u>
<u>47</u>	<u>Gold Line Eastside Extension (Second Alignment)</u>
<u>49</u>	<u>Regional Commuter Rail (Metrolink and Amtrak) Improvements</u>



**Board Report**

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**File #:** 2018-0246, **File Type:** Contract

**Agenda Number:** 24.

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**PLANNING AND PROGRAMMING COMMITTEE  
JULY 18, 2018**

**SUBJECT: ORANGE LINE BUS RAPID TRANSIT (BRT)  
IMPROVEMENTS**

**ACTION: APPROVE RECOMMENDATIONS**

**RECOMMENDATION**

CONSIDER:

A. APPROVING:

1. A conceptual project description (the Project) including:
  - a. Gating at up to 35 at-grade crossings between the North Hollywood and Chatsworth Stations;
  - b. Grade separation and Bus Rapid Transit (BRT) aerial station at Van Nuys Boulevard, with closure of Tyrone Avenue;
  - c. Grade separation and BRT aerial station at Sepulveda Boulevard; and
  - d. Grade separated Class I bicycle/pedestrian overcrossings at Van Nuys and Sepulveda Boulevards, while maintaining an at-grade, Class I bicycle path facility with signalization across these streets.
2. A determination that the Project is Statutorily Exempt, pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15275 (a); and

B. AUTHORIZING the Chief Executive Officer to file a CEQA Notice of Exemption (NOE) for the Project with the Los Angeles County Clerk.

**ISSUE**

In October 2017, the Board approved the findings and recommendations resulting from the Technical Study and a concept for improving Metro Orange Line (MOL) Bus Rapid Transit (BRT) in accordance with Measure M (Legistar File 2017-0413). In February 2018, the Board Received and Filed a status



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update (Legistar File 2017-0742) for the MOL BRT Project. The report described progress on the initial design direction and determined that the Project could be found statutorily exempt, pursuant to CEQA. Various configurations of aerial stations including connectivity with ESFV and Sepulveda Pass projects have been evaluated, preliminary cost estimates updated and an approach to funding the project has been initiated. As a result, an updated project description has been developed. Board action on the updated project description is required for environmental clearance and to define the preliminary engineering work to be carried out in the next project phase. Board authorization to file the NOE is needed to implement this project and remain on schedule, per Measure M.

## **BACKGROUND**

The MOL BRT Project is one of the early Measure M transit projects, with a construction groundbreaking date of Fiscal Year (FY) 2019 and a planned opening date of FY2025. Measure M also identifies funding for future conversion from BRT to Light Rail Transit (LRT) in FY2051. The addition of grade separations and gate systems would be consistent with the ultimate conversion of the MOL corridor to LRT, but does not commit the Board to doing so at this time, as this Project has independent utility because it improves the operation and capacity of MOL BRT, in accordance with Measure M. Additionally, the Project was also recently awarded an SB-1 Local Partnership Program Grant which provides a portion of funding for the BRT improvements in FY2019.

Since February 2018, further conceptual design, development and analysis of the Project have occurred, along with discussions with the City of Los Angeles Department of Transportation (LADOT). The purpose of this effort has been to confirm that the assumptions and methods developed to address traffic impacts due to the gates are in accordance with LADOT requirements. The MOL BRT Improvements project includes proposed aerial busway stations and bicycle/pedestrian grade separations at Van Nuys and Sepulveda Boulevards. The Project also includes proposed railroad-type gating at all at-grade crossings along the line, which extends approximately 18 miles from the North Hollywood Metro Red Line station to Chatsworth (Attachment A).

The conceptual designs developed for Van Nuys and Sepulveda Boulevards aerial grade separated stations allow for potential future connections between the MOL and the planned East San Fernando Valley (ESFV) and Sepulveda Transit Corridor projects. The ESFV transit project will further analyze the connectivity options and the construction schedules between the MOL and ESFV during the ESFV Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) phase. Ongoing coordination between the Sepulveda Transit Corridor feasibility study and MOL will be informed by the Sepulveda Transit Corridor feasibility study process, while MOL will be designed to accommodate a potential connection at one of the two proposed MOL aerial stations. Additionally, first/last mile design principles will continue to be applied to the Project as it transitions from conceptual to preliminary engineering.

## **DISCUSSION**

### **Project Description**

The updated Project description proposes grade separated structures that would elevate the busway, bike path, and associated stations at Van Nuys and Sepulveda Boulevards. The aerial structure will

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require the closure of Tyrone Avenue. The Project also includes railroad-type gate systems at up to MOL crossings. Gating will improve safety, allowing an increase in the speeds of buses along the corridor to reduce travel times. However, it is important to note that changes in bus operations such as operating at increased headways and in two-vehicle platoons would need to be further evaluated and approved by Metro Operations in order to minimize the frequency of gate activation and delays to cross traffic without reducing overall passenger capacity on the MOL. Previously, a single aerial grade separation spanning Van Nuys Boulevard to Sepulveda Boulevard was proposed, but a more cost-effective and efficient design now includes separate aerial structures at each of these two arterial street crossings. Otherwise the project and cost refinement reflects the conceptual design development.

The following is the updated project description for the MOL Improvements project:

- Up to 35 at-grade crossings along the busway between the North Hollywood and Chatsworth Stations would receive four quadrant safety gates of the type used for LRT;
- Standalone aerial, grade separated busway and station structures at Van Nuys and Sepulveda Boulevards, which will be designed to accommodate the potential conversion to light rail transit (LRT);
- One minor street, Tyrone Avenue, would be closed to accommodate the busway grade separation structure;
- The Class I bike path adjacent to the span of the busway grade separation structures would be grade separated over Van Nuys and Sepulveda Boulevards; and
- An at-grade, Class 1 bicycle facility with signalization will be maintained at Van Nuys and Sepulveda Boulevards for local access.

While improving safety and reducing travel times for the MOL, the gate systems will increase vehicle delays and travel times for cross traffic. Staff is exploring operating buses at longer headways with two-vehicle platoons to enhance person carrying capacity while minimizing the frequency of gate activation and delays to cross-traffic without reducing overall passenger capacity on the MOL. Close coordination with LADOT will be required prior to implementation of gate systems along the MOL corridor, as LADOT would have design review and approval authority. The tradeoff of improved MOL BRT service and longer cross-traffic delay is consistent with principles included in Metro Vision 2028, Metro's Equity Platform Framework, the City of Los Angeles' Mobility 2035 General Plan Element and California Senate Bill 743 - Transportation Impacts (Steinberg, 2013).

### CEQA Determination

The California Environmental Quality Act (CEQA) provides for Statutory Exemptions for certain activities and specified actions. According to CEQA Guidelines Section 15275 (a) "A project for the institution or increase of passenger or commuter service on high-occupancy vehicle lanes already in use, including the modernization of existing stations and parking facilities" may be considered statutorily exempt from the analysis required under CEQA (Attachment B). The proposed project improvements would meet the criteria in CEQA Guidelines Section 15272 (a), based on the following:

- The existing MOL BRT line is a "passenger or commuter service" because it is a public, passenger bus conveyance;

- The Project would increase passenger service because travel times would be improved over the No Build condition and passenger capacity would be enhanced due to substantial user benefits, measured in terms of “benefit hours,” that would be achieved in both the peak and off-peak periods, with the faster travel times resulting in greater ridership;
- Buses are considered high occupancy vehicles (HOVs), are allowed to use HOV lanes and therefore, the MOL BRT is an HOV facility;
- The Project improvements would occur within and/or adjacent to the existing MOL BRT facility right-of-way;
- The Project would increase passenger service on the MOL by improving BRT operations reducing travel times and improving safety by avoiding vehicle/BRT conflicts; and
- The Project has independent utility and logical termini because the Technical Study and subsequent study demonstrates that the Project improves MOL BRT operational and ridership performance; and
- This project is consistent with the intent of the legislature in establishing this Statutory Exemption to facilitate “passenger and commuter services” improvements to HOV lanes already in use.

Given the above, the proposed Project meets the definition of a statutorily exempt project described in CEQA Guidelines Section 15275(a) (Public Resources Code Section 21080(b)(11)) and is consistent with the intent of the legislature to facilitate “passenger and commuter services” improvements to HOV lanes already in use. Notwithstanding the project is statutorily exempt, Metro is committed to implementing measures, including design standards and best management practices, to reduce or eliminate potential new impacts, at its sole discretion.

### Community Outreach

During the environmental analysis, a tour of the gating system along the Metro Expo Line with key stakeholders in the San Fernando Valley was conducted. Community open houses were conducted on June 19th and 25th, 2018 as part of an on-going public outreach to ensure customers and stakeholders are informed of the project progress and have the opportunity to provide input. At these meetings, there was general support from the community for MOL improvements. Comments received include concerns pertaining to safety and security on buses and at stations, along with traffic impacts due to proposed gating at crossings. More than 190 people attended at least one of these meetings and the online webcast, including representatives from several elected officials and staff from the offices of several Metro Board of Directors.

Valuable input from more than 400 current riders was received through in-person surveys at MOL stations. Primary concerns by riders include bus overcrowding and frequency of the MOL. Other riders mentioned that service should be more frequent during peak times to accommodate more riders. A few stakeholders also commented on the safety and security on the line and that Metro should provide more security presence on stops further down the line (from the North Hollywood station). Metro will continue public outreach efforts along the corridor.

### **DETERMINATION OF SAFETY IMPACT**

This Board action will not have any adverse safety impacts on Metro’s employees and patrons. The

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Board is approving a project description and authorizing filing a Notice of Exemption; no operational changes or construction will result from this Board action.

### **FINANCIAL IMPACT**

Measure M provides \$286 million and the recently awarded grant from the SB-1 Local Partnership Program (LPP) provides \$75 million for MOL improvements, for a total of \$361 million in eligible, capital-specific revenues to the Project. A preliminary rough order of magnitude (ROM) cost estimate of the recommended Project, based on conceptual engineering, ranges from \$320 to \$393 million (YOE). A refined cost estimate will be determined after completion of the preliminary engineering (PE) phase.

Potential, additional sources of funding include a surplus of remaining Measure R funds on the MOL Canoga project. That project was funded from state and C25 money and completed in 2013. Per the Measure R Ordinance, any savings on a project goes back to the sub-region for another project. The Canoga extension funds require concurrence of the San Fernando Valley Council of Governments to be applied to this Project. Advancing Measure M project funds scheduled for FY 2051 for Orange Line light rail conversion to cover some costs of gating (which is in the FY 2051 project scope) might also be considered.

Should this funding source ultimately be considered for the Project when the LOP is established, staff will describe the considerations involved in using these revenue sources. If the Project is determined to have to be consistent with currently available resources, scope adjustments would be recommended to the Board, with priority being assigned to any safety-related investments and those advancing operational improvements to BRT in the corridor.

### **ALTERNATIVES CONSIDERED**

The Board could decide not to approve staff's recommendations. This is not recommended as this would impact the Project's environmental clearance schedule and Measure M construction groundbreaking date. The Board may also direct staff to advance other options. These options are identified below, along with staff's reasoning for why these options are not recommended.

1. Direct staff to eliminate the safety gating Project feature - this is not recommended because gating provides the most substantial safety and therefore travel time improvements, resulting in an increase in ridership.
2. Direct staff to advance additional grade separations - this is not recommended because the grade separations have a high cost relative to the benefits in improving MOL BRT or effect on cross traffic vehicle delay, while other intersections do not have the potential opportunity for systemwide transit connections that Van Nuys and Sepulveda Boulevards stations provide.

### **NEXT STEPS**

Should the Board approve of staff's recommendation, preliminary engineering will be initiated. When preliminary engineering is completed, project costs will be known with much greater precision,

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informed also by how MOL could connect with ESFV and potential Sepulveda Transit Corridor options. Staff will return to the Board following completion of preliminary engineering and the parallel study of the additional grade separations to study (Board Motion 2017-0729) to establish and request approval of the Life-of-Project (LOP) budget to commence construction phase activities and will indicate if the costs and revenues and related scope dictate that the Project be phased. Public outreach along the corridor will be ongoing.

## **ATTACHMENTS**

Attachment A - Metro Orange Line BRT Improvements Project Map

Attachment B - Statutory Exemption Notice of Exemption

Prepared by: Fulgene Asuncion, Senior Manager, Countywide Planning & Development, (213) 922-3025

Laura Cornejo, Deputy Executive Officer, Countywide Planning & Development (213) 922-2885

David Mieger, Executive Officer, Countywide Planning & Development, (213) 922-3040

Manjeet Ranu, Senior Executive Officer, Countywide Planning & Development, (213) 418-3157

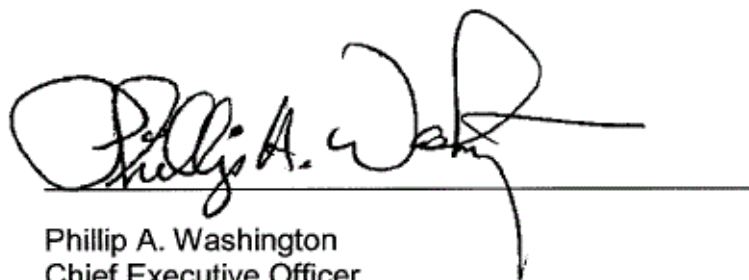
Reviewed by: Therese McMillan, Chief Planning Officer, Countywide Planning & Development, (213) 922-7077

Greg Kildare, Chief Risk, Safety & Asset Management Officer, (213) 922-4971

Rick Clarke, Chief Program Management Officer, (213) 922-7557

Jim Gallagher, Chief Operations Officer, (213) 418-3108

Pauletta Tonilas, Chief Communications Officer, (213) 922-3777



Phillip A. Washington  
Chief Executive Officer

# ATTACHMENT A: PROJECT MAP




**Metro**

 Los Angeles County  
 Metropolitan Transportation Authority

 One Gateway Plaza  
 Los Angeles, CA 90012-2952

 213.922.2000 Tel  
 metro.net

**Notice of Exemption**
To:

 County Clerk  
 County of Los Angeles  
 12400 Imperial Highway  
 Norwalk, CA 90650

From:

 Los Angeles County Metropolitan Transportation Authority  
 One Gateway Plaza  
 Los Angeles, CA 90012  
 Contact: Manjeet Ranu, Senior Executive Officer,  
 Countywide Planning and Development  
 213-922-3038

 Project Title: Metro Orange Line Bus Rapid Transit (MOL BRT) Improvements Project

 Project Applicant: Los Angeles County Metropolitan Transportation Authority (LACMTA)

 Public Agency Approving Project LACMTA

 Project Location (include county): San Fernando Valley, Los Angeles; Los Angeles County

## Description of Nature, Purpose and Beneficiaries of Project:

This project involves improving the existing MOL BRT mass transit facility operating in a dedicated High Occupancy Vehicle (HOV) facility, a voter-approved transportation project (Attachment A). Improvements include these primary features (ancillary features may be included to effectuate these primary features):

- Four-quadrant railroad-type safety gating with audible alarms and visible warning lights at up to 35 at-grade crossings between the North Hollywood and Chatsworth Stations;
- Grade separation and MOL BRT aerial station (elevated structure) at Van Nuys Boulevard, with closure of Tyrone Avenue;
- Grade separation and MOL BRT aerial station at Sepulveda Boulevard; and
- Grade separated Class I bicycle/pedestrian overcrossings at Van Nuys and Sepulveda Boulevards, while maintaining an at-grade, Class I bicycle path facility with signalization across these streets.

Full or partial property acquisitions may be necessary. Cross traffic delay will generally increase because of this project. Notwithstanding this Statutory Exemption, LACMTA is committed to implementing measures, including design standards and best management practices, to reduce or eliminate potential new impacts, at its sole discretion. The addition of grade separations and gate systems would be consistent with the ultimate conversion of the MOL BRT corridor to light rail transit, but does not commit the LACMTA Board to doing so, as this project has independent utility because it improves the operation and capacity of MOL BRT, in accordance with Measure M of November 2016. This project will be designed to allow for potential future connections between MOL BRT and the planned East San Fernando Valley and Sepulveda Transit Corridor projects, but this action on the MOL BRT project does not commit the LACMTA Board to these connections, as the Board will separately decide these projects, each of which has independent utility as standalone Measure M projects. The project improves the operational safety of MOL BRT, allowing buses to travel faster. This also attracts additional riders, further improving this HOV-running mass transit facility. The MOL BRT project may be implemented in one or more phases. More information about the project and the reasoning for the LACMTA Board's July 26, 2018 decision in approving it, following a hearing at the Board's Planning and Programming Committee on July 18, 2018, is on file at LACMTA at the above address and online at <https://boardagendas.metro.net/>.



Exempt Status:

- Ministerial (Sec. 21080(b)(1); 15268).
- Declared Emergency (Sec. 21080(b)(3); 15269(a).
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c).
- Categorical Exemption: [Click here to enter text.](#)
- Statutory Exemption: PRC §21080 (b)(11)/CEQA Guidelines §15275 (a)

Reasons why project is exempt:

- The existing MOL BRT line is a “passenger or commuter service” because it is a public, passenger bus conveyance;
- The project would increase passenger service because travel times would be improved over the No Build condition and passenger capacity would be enhanced due to substantial user benefits, measured in in terms of “benefit hours,” that would be achieved in both the peak and off-peak periods, with the faster travel times resulting in greater ridership;
- Buses are considered high occupancy vehicles (HOVs), are allowed to use HOV lanes and therefore, the MOL BRT is an HOV facility;
- The project improvements would occur within and/or adjacent to the existing MOL BRT facility right-of-way;
- The project would increase passenger service on the MOL by improving BRT operations reducing travel times and improving safety by avoiding vehicle/BRT conflicts;
- The project has independent utility and logical termini because the Technical Study and subsequent study demonstrates that the project improves MOL BRT operational and ridership performance; and
- This project is consistent with the intent of the legislature in establishing this Statutory Exemption to facilitate “passenger and commuter services” improvements to HOV lanes already in use.

If filed by the applicant:

1. Attach certified document of exemption finding
2. Has a Notice of Exemption been filed by the public agency approving the project?  
 Yes  No

Signature  
(Public Agency): \_\_\_\_\_

Senior Executive Officer,  
Countywide Planning and  
Development  
\_\_\_\_\_

Date: July 26, 2018 Date Received for filing at OPR not applicable

- Signed by Lead Agency
- Signed by Applicant



# Next stop: Orange Line Improvements.



## Orange Line BRT Improvements Planning and Programming Committee

July 18, 2018



Metro®



# Recommended Actions

- ❑ APPROVING:
  1. Conceptual project description
  2. Determination that the Project is Statutorily Exempt, pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15275 (a)
  
- ❑ AUTHORIZING the Chief Executive Officer to file a CEQA Notice of Exemption (NOE) for the Project with the Los Angeles County Clerk

# Orange Line BRT Improvements Project



## ❑ **Goals and Objectives**

- Enhance safety at Bus Rapid Transit (BRT) crossings
- Improve BRT travel times

## ❑ **Schedule Commitment**

- Measure M Groundbreaking in 2019; Opening in 2025
- Twenty-Eight by '28 Project List

## ❑ **Funding and Cost**

- Measure M and the recently awarded SB-1 Local Partnership Grant Program provides up to \$361 million funding for this project
- Current ROM Cost Estimate: \$320M to \$393M

## ❑ **Measure M Consistency Finding**

- Safety gating of intersections provides safety benefits and is consistent with future LRT service
- Aerial busway grade separations provides for critical separation as described in Measure M
- Class I bike path grade separations provide safer crossings at Van Nuys and Sepulveda
- Accommodates future regional transit projects



# Recommended Project Description

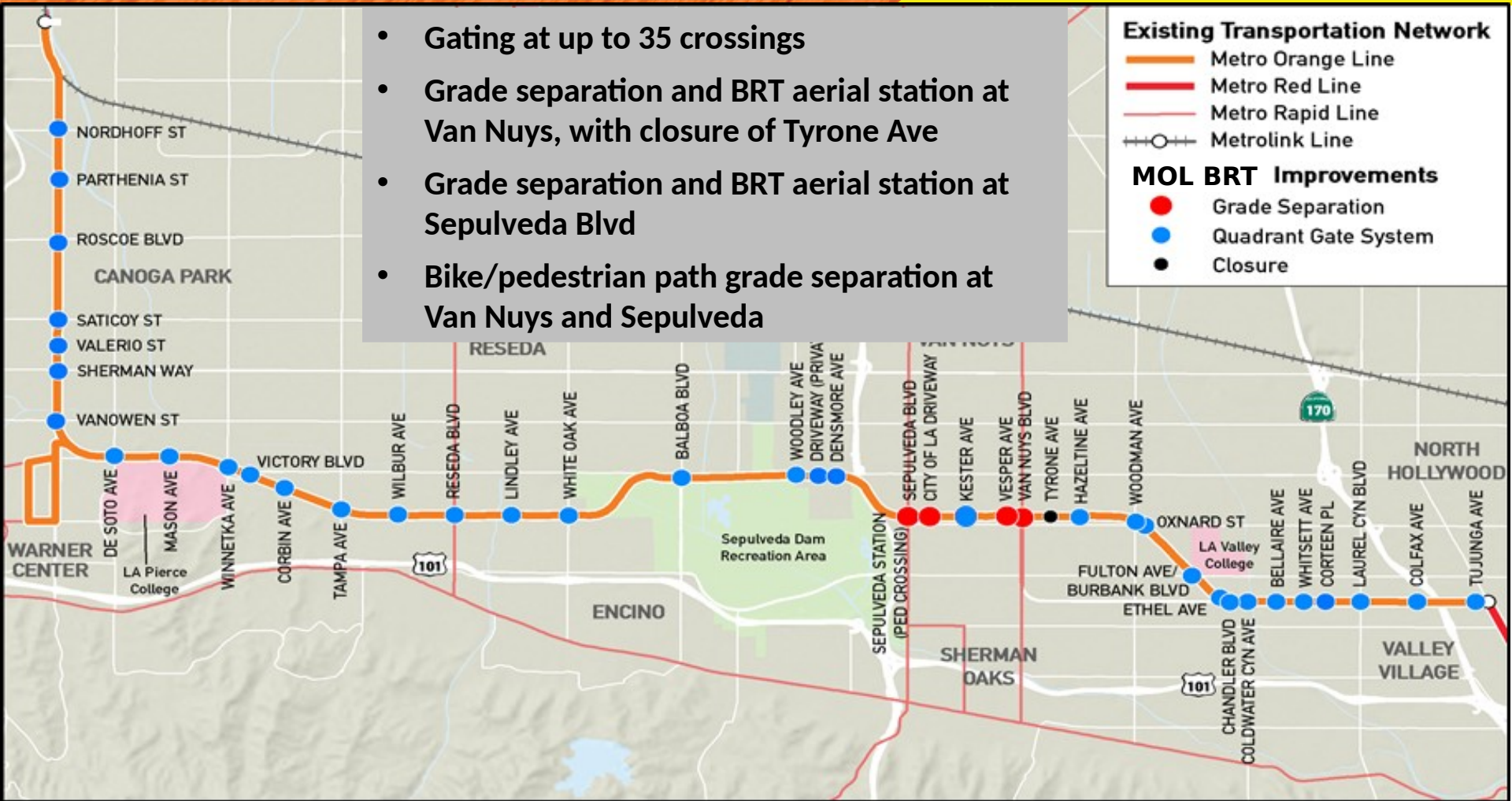
- Gating at up to 35 crossings
- Grade separation and BRT aerial station at Van Nuys, with closure of Tyrone Ave
- Grade separation and BRT aerial station at Sepulveda Blvd
- Bike/pedestrian path grade separation at Van Nuys and Sepulveda

**Existing Transportation Network**

- Metro Orange Line
- Metro Red Line
- Metro Rapid Line
- MetroLink Line

**MOL BRT Improvements**

- Grade Separation
- Quadrant Gate System
- Closure



# Community Outreach



- ❑ Community update in June 2018
  - Two community open house meetings & live webcast (over 190 attendees)
  - Surveys at MOL Stations (400 respondents)
  
- ❑ What we heard
  - Broad public support for Orange Line improvements
  - Concerns/Issues to be addressed:
    - Safety and security on buses and at stations
    - Traffic impacts due to gating operations
    - Bus overcrowding and more frequency





# Equity Benefits

## ❑ Serves Disadvantaged and Low-Income Communities

- Majority of the Project corridor is located within a disadvantaged and/or low-income community
- Project will improve bus travel times and safety

## ❑ Provides Access to Opportunity

- Provides better transit access and mobility
- Supports LA City-led Transit Neighborhood Plans



# Next Steps

- Preliminary Engineering Design
- Pilot Gate
- East San Fernando Valley (ESFV) and Sepulveda Project Coordination
- Ongoing Community Engagement
- Match project costs with available revenues



Board Report

File #: 2018-0246, File Type: Contract

Agenda Number: 24.

PLANNING AND PROGRAMMING COMMITTEE  
JULY 18, 2018

SUBJECT: ORANGE LINE BUS RAPID TRANSIT (BRT)  
IMPROVEMENTS

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

A. APPROVING:

1. A conceptual project description (the Project) including:
  - a. Gating at up to 35 at-grade crossings between the North Hollywood and Chatsworth Stations;
  - b. Grade separation and Bus Rapid Transit (BRT) aerial station at Van Nuys Boulevard, with closure of Tyrone Avenue;
  - c. Grade separation and BRT aerial station at Sepulveda Boulevard; and
  - d. Grade separated Class I bicycle/pedestrian overcrossings at Van Nuys and Sepulveda Boulevards, while maintaining an at-grade, Class I bicycle path facility with signalization across these streets.
2. A determination that the Project is Statutorily Exempt, pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15275 (a); and

B. AUTHORIZING the Chief Executive Officer to file a CEQA Notice of Exemption (NOE) for the Project with the Los Angeles County Clerk.

ISSUE

In October 2017, the Board approved the findings and recommendations resulting from the Technical Study and a concept for improving Metro Orange Line (MOL) Bus Rapid Transit (BRT) in accordance with Measure M (Legistar File 2017-0413). In February 2018, the Board Received and Filed a status

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update (Legistar File 2017-0742) for the MOL BRT Project. The report described progress on the initial design direction and determined that the Project could be found statutorily exempt, pursuant to CEQA. Various configurations of aerial stations including connectivity with ESFV and Sepulveda Pass projects have been evaluated, preliminary cost estimates updated and an approach to funding the project has been initiated. As a result, an updated project description has been developed. Board action on the updated project description is required for environmental clearance and to define the preliminary engineering work to be carried out in the next project phase. Board authorization to file the NOE is needed to implement this project and remain on schedule, per Measure M.

## **BACKGROUND**

The MOL BRT Project is one of the early Measure M transit projects, with a construction groundbreaking date of Fiscal Year (FY) 2019 and a planned opening date of FY2025. Measure M also identifies funding for future conversion from BRT to Light Rail Transit (LRT) in FY2051. The addition of grade separations and gate systems would be consistent with the ultimate conversion of the MOL corridor to LRT, but does not commit the Board to doing so at this time, as this Project has independent utility because it improves the operation and capacity of MOL BRT, in accordance with Measure M. Additionally, the Project was also recently awarded an SB-1 Local Partnership Program Grant which provides a portion of funding for the BRT improvements in FY2019.

Since February 2018, further conceptual design, development and analysis of the Project have occurred, along with discussions with the City of Los Angeles Department of Transportation (LADOT). The purpose of this effort has been to confirm that the assumptions and methods developed to address traffic impacts due to the gates are in accordance with LADOT requirements. The MOL BRT Improvements project includes proposed aerial busway stations and bicycle/pedestrian grade separations at Van Nuys and Sepulveda Boulevards. The Project also includes proposed railroad-type gating at all at-grade crossings along the line, which extends approximately 18 miles from the North Hollywood Metro Red Line station to Chatsworth (Attachment A).

The conceptual designs developed for Van Nuys and Sepulveda Boulevards aerial grade separated stations allow for potential future connections between the MOL and the planned East San Fernando Valley (ESFV) and Sepulveda Transit Corridor projects. The ESFV transit project will further analyze the connectivity options and the construction schedules between the MOL and ESFV during the ESFV Final Environmental Impact Statement/Environmental Impact Report (EIS/EIR) phase. Ongoing coordination between the Sepulveda Transit Corridor feasibility study and MOL will be informed by the Sepulveda Transit Corridor feasibility study process, while MOL will be designed to accommodate a potential connection at one of the two proposed MOL aerial stations. Additionally, first/last mile design principles will continue to be applied to the Project as it transitions from conceptual to preliminary engineering.

## **DISCUSSION**

### **Project Description**

The updated Project description proposes grade separated structures that would elevate the busway, bike path, and associated stations at Van Nuys and Sepulveda Boulevards. The aerial structure will

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require the closure of Tyrone Avenue. The Project also includes railroad-type gate systems at up to MOL crossings. Gating will improve safety, allowing an increase in the speeds of buses along the corridor to reduce travel times. However, it is important to note that changes in bus operations such as operating at increased headways and in two-vehicle platoons would need to be further evaluated and approved by Metro Operations in order to minimize the frequency of gate activation and delays to cross traffic without reducing overall passenger capacity on the MOL. Previously, a single aerial grade separation spanning Van Nuys Boulevard to Sepulveda Boulevard was proposed, but a more cost-effective and efficient design now includes separate aerial structures at each of these two arterial street crossings. Otherwise the project and cost refinement reflects the conceptual design development.

The following is the updated project description for the MOL Improvements project:

- Up to 35 at-grade crossings along the busway between the North Hollywood and Chatsworth Stations would receive four quadrant safety gates of the type used for LRT;
- Standalone aerial, grade separated busway and station structures at Van Nuys and Sepulveda Boulevards, which will be designed to accommodate the potential conversion to light rail transit (LRT);
- One minor street, Tyrone Avenue, would be closed to accommodate the busway grade separation structure;
- The Class I bike path adjacent to the span of the busway grade separation structures would be grade separated over Van Nuys and Sepulveda Boulevards; and
- An at-grade, Class 1 bicycle facility with signalization will be maintained at Van Nuys and Sepulveda Boulevards for local access.

While improving safety and reducing travel times for the MOL, the gate systems will increase vehicle delays and travel times for cross traffic. Staff is exploring operating buses at longer headways with two-vehicle platoons to enhance person carrying capacity while minimizing the frequency of gate activation and delays to cross-traffic without reducing overall passenger capacity on the MOL. Close coordination with LADOT will be required prior to implementation of gate systems along the MOL corridor, as LADOT would have design review and approval authority. The tradeoff of improved MOL BRT service and longer cross-traffic delay is consistent with principles included in Metro Vision 2028, Metro's Equity Platform Framework, the City of Los Angeles' Mobility 2035 General Plan Element and California Senate Bill 743 - Transportation Impacts (Steinberg, 2013).

### CEQA Determination

The California Environmental Quality Act (CEQA) provides for Statutory Exemptions for certain activities and specified actions. According to CEQA Guidelines Section 15275 (a) "A project for the institution or increase of passenger or commuter service on high-occupancy vehicle lanes already in use, including the modernization of existing stations and parking facilities" may be considered statutorily exempt from the analysis required under CEQA (Attachment B). The proposed project improvements would meet the criteria in CEQA Guidelines Section 15272 (a), based on the following:

- The existing MOL BRT line is a "passenger or commuter service" because it is a public, passenger bus conveyance;

- The Project would increase passenger service because travel times would be improved over the No Build condition and passenger capacity would be enhanced due to substantial user benefits, measured in terms of “benefit hours,” that would be achieved in both the peak and off-peak periods, with the faster travel times resulting in greater ridership;
- Buses are considered high occupancy vehicles (HOVs), are allowed to use HOV lanes and therefore, the MOL BRT is an HOV facility;
- The Project improvements would occur within and/or adjacent to the existing MOL BRT facility right-of-way;
- The Project would increase passenger service on the MOL by improving BRT operations reducing travel times and improving safety by avoiding vehicle/BRT conflicts; and
- The Project has independent utility and logical termini because the Technical Study and subsequent study demonstrates that the Project improves MOL BRT operational and ridership performance; and
- This project is consistent with the intent of the legislature in establishing this Statutory Exemption to facilitate “passenger and commuter services” improvements to HOV lanes already in use.

Given the above, the proposed Project meets the definition of a statutorily exempt project described in CEQA Guidelines Section 15275(a) (Public Resources Code Section 21080(b)(11)) and is consistent with the intent of the legislature to facilitate “passenger and commuter services” improvements to HOV lanes already in use. Notwithstanding the project is statutorily exempt, Metro is committed to implementing measures, including design standards and best management practices, to reduce or eliminate potential new impacts, at its sole discretion.

### Community Outreach

During the environmental analysis, a tour of the gating system along the Metro Expo Line with key stakeholders in the San Fernando Valley was conducted. Community open houses were conducted on June 19th and 25th, 2018 as part of an on-going public outreach to ensure customers and stakeholders are informed of the project progress and have the opportunity to provide input. At these meetings, there was general support from the community for MOL improvements. Comments received include concerns pertaining to safety and security on buses and at stations, along with traffic impacts due to proposed gating at crossings. More than 190 people attended at least one of these meetings and the online webcast, including representatives from several elected officials and staff from the offices of several Metro Board of Directors.

Valuable input from more than 400 current riders was received through in-person surveys at MOL stations. Primary concerns by riders include bus overcrowding and frequency of the MOL. Other riders mentioned that service should be more frequent during peak times to accommodate more riders. A few stakeholders also commented on the safety and security on the line and that Metro should provide more security presence on stops further down the line (from the North Hollywood station). Metro will continue public outreach efforts along the corridor.

### **DETERMINATION OF SAFETY IMPACT**

This Board action will not have any adverse safety impacts on Metro’s employees and patrons. The

Board is approving a project description and authorizing filing a Notice of Exemption; no operational changes or construction will result from this Board action.

### **FINANCIAL IMPACT**

Measure M provides \$286 million and the recently awarded grant from the SB-1 Local Partnership Program (LPP) provides \$75 million for MOL improvements, for a total of \$361 million in eligible, capital-specific revenues to the Project. A preliminary rough order of magnitude (ROM) cost estimate of the recommended Project, based on conceptual engineering, ranges from \$320 to \$393 million (YOE). A refined cost estimate will be determined after completion of the preliminary engineering (PE) phase.

Potential, additional sources of funding include a surplus of remaining Measure R funds on the MOL Canoga project. That project was funded from state and C25 money and completed in 2013. Per the Measure R Ordinance, any savings on a project goes back to the sub-region for another project. The Canoga extension funds require concurrence of the San Fernando Valley Council of Governments to be applied to this Project. Advancing Measure M project funds scheduled for FY 2051 for Orange Line light rail conversion to cover some costs of gating (which is in the FY 2051 project scope) might also be considered.

Should this funding source ultimately be considered for the Project when the LOP is established, staff will describe the considerations involved in using these revenue sources. If the Project is determined to have to be consistent with currently available resources, scope adjustments would be recommended to the Board, with priority being assigned to any safety-related investments and those advancing operational improvements to BRT in the corridor.

### **ALTERNATIVES CONSIDERED**

The Board could decide not to approve staff's recommendations. This is not recommended as this would impact the Project's environmental clearance schedule and Measure M construction groundbreaking date. The Board may also direct staff to advance other options. These options are identified below, along with staff's reasoning for why these options are not recommended.

1. Direct staff to eliminate the safety gating Project feature - this is not recommended because gating provides the most substantial safety and therefore travel time improvements, resulting in an increase in ridership.
2. Direct staff to advance additional grade separations - this is not recommended because the grade separations have a high cost relative to the benefits in improving MOL BRT or effect on cross traffic vehicle delay, while other intersections do not have the potential opportunity for systemwide transit connections that Van Nuys and Sepulveda Boulevards stations provide.

### **NEXT STEPS**

Should the Board approve of staff's recommendation, preliminary engineering will be initiated. When preliminary engineering is completed, project costs will be known with much greater precision,

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informed also by how MOL could connect with ESFV and potential Sepulveda Transit Corridor options. Staff will return to the Board following completion of preliminary engineering and the parallel study of the additional grade separations to study (Board Motion 2017-0729) to establish and request approval of the Life-of-Project (LOP) budget to commence construction phase activities and will indicate if the costs and revenues and related scope dictate that the Project be phased. Public outreach along the corridor will be ongoing.

## **ATTACHMENTS**

Attachment A - Metro Orange Line BRT Improvements Project Map

Attachment B - Statutory Exemption Notice of Exemption

Prepared by: Fulgene Asuncion, Senior Manager, Countywide Planning & Development, (213) 922-3025

Laura Cornejo, Deputy Executive Officer, Countywide Planning & Development (213) 922-2885

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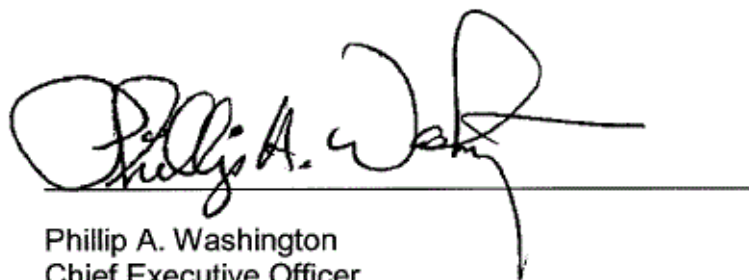
Reviewed by: Therese McMillan, Chief Planning Officer, Countywide Planning & Development, (213) 922-7077

Greg Kildare, Chief Risk, Safety & Asset Management Officer, (213) 922-4971

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Jim Gallagher, Chief Operations Officer, (213) 418-3108

Pauletta Tonilas, Chief Communications Officer, (213) 922-3777



Phillip A. Washington  
Chief Executive Officer





## Board Report

File #: 2018-0339, File Type: Contract

Agenda Number: 25.

### PLANNING AND PROGRAMMING COMMITTEE JULY 18, 2018

**SUBJECT: VANPOOL VEHICLE SUPPLIER  
BENCH CONTRACT**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATION**

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to award firm-fixed unit price Vanpool Vehicle Supplier Bench Contract Nos. PS10754300051491 to Airport Van Rental, PS10754400051491 to Green Commuter, and PS10754500051491 to Enterprise Rideshare (a division of Enterprise Holdings) for a two-year base period for an amount not to exceed \$18,000,000, with three, one-year options, each in an amount not to exceed \$9,000,000, for a total not-to-exceed amount of \$45,000,000 effective August 1, 2018, subject to resolution of protest(s) if any; and
- B. INCREASING the maximum subsidy from \$400 per month to \$500 per month for Metro Vanpool Program users.

#### **ISSUE**

Through June 2018, Metro has authorized 1,291 public vanpool service routes with vehicle leases contracted through the existing bench of vanpool vehicle suppliers. The current Metro Vanpool Program transportation contracts will expire October 31, 2018. Staff is requesting authorization to execute contracts with the above-named vanpool vehicle leasing suppliers to continue delivering our vanpool service.

#### **DISCUSSION**

Metro launched the Vanpool Program in May 2007, adding the vanpool mode of public transport to the Metro family of services. In May 2013, the Board of Directors authorized the CEO to execute five-year vanpool vehicle supplier bench contracts in an amount not to exceed \$35,732,400 for vanpool vehicle lease services necessary to implement the Metro Vanpool Program. Staff is requesting authorization to execute new contracts with the above-named vanpool vehicle leasing suppliers to continue delivering the Metro Vanpool Program region-wide.

### The Metro Vanpool Program

Bench contracts were established to offer commuters multiple vendor options to secure lease vehicle services. Each contract effectively buys down the cost of eligible public vanpool leasing fares to the end user. Eligible vanpools enrolled in the program must agree to and comply with participation and reporting rules to receive fare subsidies amounting to a maximum of 50% of the vanpool vehicle lease costs or up to \$500 per month. Staff is proposing an increase in the maximum subsidy from \$400 to \$500 due to inflation since the program's inception in May 2007 and the recent increases in the lease fares charged by our Vehicle Suppliers. See Attachment C for more analysis.

Individual qualified vanpools that execute agreements with Metro must operate commuter service with vehicles leased from Metro-contracted vehicle suppliers, commute to Los Angeles County worksites, be open to any fare-paying commuter regardless of employer affiliation, and report specific operating data to Metro.

All vanpool operating and expense data are collected, validated, recorded, and reported to the Federal Transit Administration (FTA) as part of Metro's annual National Transit Database (NTD) report. The NTD is the system through which FTA collects uniform data required by the Secretary of Transportation to administer department programs. The data reported is used in formula calculations which apportion federal grants to the region.

### Performance and Vanpool Vehicle Budget

The Metro Vanpool Program is one of the leading public vanpool programs in the country. As of June 2018, the Metro Vanpool Program includes nearly 1,300 public vanpool routes in service.

Not only has the program added a new mode to Metro's family of services, it also has increased the Sections 5307 and 5339 federal formula funding generated to the region. While program expenditures in FY17 totaled \$8 million, an estimated \$20 million in new federal formula revenues will be generated to the region as a result of the service.

In FY17, Metro Vanpool services included 1,296 public vanpool routes that recorded over 30.7 million vehicle revenue miles and delivered over 3.8 million passenger trips for a total of \$6.3 million in vanpool subsidies or \$1.68 per passenger trip.

### **DETERMINATION OF SAFETY IMPACT**

The Metro Vanpool Program has demonstrated effectiveness in reducing the number of cars on the road during the peak commute period which contributes to public safety. In FY17, the Program averaged 5.8 people per trip. We removed an estimated 146.3 million vehicle miles traveled. Safety is our number one priority at the Metro Vanpool Program. We have made additions to our statement of work to require additional safety training for those enrolled in the Metro Vanpool Program.

### **FINANCIAL IMPACT**

The FY19 Budget for vanpool vehicle subsidies is \$7,200,000 in Proposition C 25% Streets & Highway funding in Cost Center 4540, Regional Rideshare Research & Development, Project

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405547, Task 02.07, sufficient to cover vanpool vehicle supplier costs through FY19. The Prop C 25% funds are from a Regional Rideshare grant programmed in the Transportation Improvement Program (TIP) pursuant to the Long Range Transportation Plan priorities. Since activities related to this action are provided through multi-year contracts, the Cost Center manager, project manager, and Executive Officer will be accountable for budgeting costs in future years once the final contracts are executed.

### Impact to Budget

The source of funds for this action are from Proposition C 25% Streets & Highway and are not eligible to fund bus and rail operating and capital expenditures. FTA Sections 5307 and 5339 grant funds generated by the Metro Vanpool Program will increase the amount of funds available for bus and rail capital expenditures. In FY17 an estimated \$20 million in FTA Section 5307 and 5339 grant funds was generated through the Metro Vanpool Program.

### **ALTERNATIVES CONSIDERED**

The alternative is to allow the current contracts to expire and discontinue operation of the Metro Vanpool Program at that time. Staff does not recommend this because the vanpool program provides an important commute option for the county's long-distance commuters -- a market not readily served by other Metro transit modes offered to the public. Most of the existing vanpools operating today were established through the Metro Vanpool Program and would likely cease operation if the program were to end. In addition, the program generates significant additional net revenues annually.

### **NEXT STEPS**

Upon Board approval, staff will execute the Bench contracts. Staff will continue to provide reports to the Board on program performance and progress.

### **ATTACHMENTS**

- Attachment A - Procurement Summary
- Attachment B - DEOD Summary
- Attachment C - Average Lease Fare Analysis and Staff Subsidy Recommendation

Prepared by: Kevin Holliday, Metro Vanpool Program Manager, (213) 922-2459  
Dolores Roybal Saltarelli, Senior Director, Countywide Planning & Development, (213) 922-3033  
Frank Ching, DEO, Countywide Planning & Development, (213) 922-3033

Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077  
Debra Avila, Chief Vendor/Contract Management Officer, (213) 418-3051



Phillip A. Washington  
Chief Executive Officer

## PROCUREMENT SUMMARY

## VANPOOL VEHICLE SUPPLIER BENCH/PS10754X00051491

1.	<b>Contract Number:</b> PS10754300051491, PS10754400051491, PS10754500051491	
2.	<b>Recommended Vendor(s):</b> Airport Van Rental Green Commuter Enterprise Rideshare (a division of Enterprise Holdings)	
3.	<b>Type of Procurement (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> February 27, 2018	
	<b>B. Advertised/Publicized:</b> February 27, 2018	
	<b>C. Pre-Proposal Conference:</b> March 8, 2018	
	<b>D. Proposals Due:</b> April 2, 2018	
	<b>E. Pre-Qualification Completed:</b> In Process	
	<b>F. Conflict of Interest Form Submitted to Ethics:</b> May 1, 2018	
	<b>G. Protest Period End Date:</b> July 20, 2018	
5.	<b>Solicitations Picked up/Downloaded:</b> 11	<b>Bids/Proposals Received:</b> 3
6.	<b>Contract Administrator:</b> Gina Romo	<b>Telephone Number:</b> (213) 922-7558
7.	<b>Project Manager:</b> Kevin Holliday	<b>Telephone Number:</b> (213) 922-2459

**A. Procurement Background**

This Board Action is to approve three bench contracts for vehicle vanpool suppliers in support of Metro's Vanpool Program by offering monthly subsidy payments to provide leased vehicles to Metro's Vanpool Program volunteer participants. Board approval of contract awards are subject to resolution of any properly submitted protest.

The Request for Proposals (RFP) was issued in accordance with Metro's Acquisition Policy and the contract type is a firm fixed price subsidy reimbursement (not-to-exceed \$500 per month paid to contractors to support each authorized vanpool lease). The total aggregated value of all contracts under the Vanpool Vehicle Supplier Bench for vanpool lease services shall not exceed \$45,000,000 for five years, inclusive of three, one-year options.

One amendment was issued during the solicitation phase of this RFP:

- No. 1, issued on March 26, 2018, updated the RFP document number, the proposal validation period and provided the Annual Lease Price Worksheet document.

A pre-proposal conference was held on March 8, 2018, and was attended by five individuals, representing three firms. A total of 17 questions were asked and responses were released prior to the proposal due date.

A total of 11 firms downloaded the RFP and were included in the planholder's list. Three proposals were received on April 2, 2018.

## **B. Evaluation of Proposals**

A Proposal Evaluation Team (PET) consisting of staff from Metro Shared Mobility and Implementation department and from San Bernardino County Transit Authority was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated using the following pass/fail criteria established in the RFP:

- Minimum three years of experience in public vanpool contracting, vehicle rental, car sharing, or similar function.
- Fleet availability of seven-passenger vehicles meeting the terms as outlined in the Statement of Work (SOW).
- Evidence of ability to provide vanpool vehicles that are compliant with the American with Disabilities Act of 1990.
- Provision of vehicles at delivery/in-service that shall minimally meet the vehicle specifications as stated in the SOW.
- Month-to-month driver agreement in place and sample(s) submitted.
- Supplier's Annual Lease Price Worksheet submitted in accordance with instructions included and within the SOW.
- Key personnel resumes submitted with staff allocation plan included.
- Documented plan for interface with Metro's Project Manager and staff.
- Provides a schedule and plan for regular vehicle maintenance and unscheduled emergency road and repair services.
- Provides documentation of procedures that reimburses vanpool drivers for incidental expenses or emergency repairs incurred by volunteer participant/group and/or 3rd party.
- Documented vanpool driver selection and approval process.
- Vanpool driver safety and training program in place sufficient to ensure driver proficiency in safe vehicle operations.
- Documented vanpool route and/or rider recruitment advertising plan.

The pass/fail criteria are appropriate and consistent with criteria developed for other similar vanpool vehicle supplier services.

All three proposals received were determined to be within the competitive range and are listed below in alphabetical order:

1. Airport Van Rental
2. Enterprise Rideshare, a division of Enterprise Holdings
3. Green Commuter

The PET independently evaluated the technical proposals according to the pass/fail criteria during the period of April 4 through April 17, 2018.

The PET interviewed all three firms on April 18, 2018. The firms had an opportunity to present their proposed project manager, the team's qualifications and respond to questions from the PET. In general, each team's presentation addressed the requirements of the RFP, experience with all aspects of the required tasks, and stressed each firm's commitment to the success of the project. The firms' project managers and key team members had an opportunity to present each team's qualifications and respond to the evaluation committee's questions. Each team was asked questions relative to their ramp-up protocol and ability to enroll over 1,000 vanpools and provide vehicles, each team's reporting process to capture fleet agreement participants, each team's safety processes, and how each team would handle Americans with Disabilities Act compliance.

The final evaluation, after the oral presentations, determined all three firms to be technically qualified to be included on the bench.

### **Qualifications Summary of Firms within the Competitive Range:**

#### **Airport Van Rental (AVR)**

AVR is a local Los Angeles based van rental company. They have experience in several large metropolitan markets including San Francisco, Sacramento, San Jose, Las Vegas, Chicago, Indianapolis, Houston, as well as the southern California cities of Los Angeles, Long Beach, Costa Mesa, San Diego, and Ontario. They have an established fleet and management team and have recently added a former vRide operational manager, with over 13 years of vanpool experience, to the team to assist with the Metro contract. AVR has the manufacturer relationships to add vehicles to the fleet as necessary to ensure vehicles are always available for volunteer participants. They are continuously working to enhance their customer experience. AVR provided a strong well thought-out proposal exhibiting both recent and long term relevant van rental experience.

#### **Green Commuter (GC)**

GC is an all-electric vanpooling, car share and fleet replacement company. They initiated the nation's first all-electric vanpool service featuring the Tesla Model X in 2017. GC provides an alternative to traditional gasoline fuel vehicles. Their inclusion in the vehicle supplier bench allows Metro the opportunity to offer volunteer participants the choice of a green vehicle option. GC currently offers vanpool service to Raytheon and FedEx in the greater Los Angeles area.



## **Enterprise Rideshare, a division of Enterprise Holdings (ER)**

ER is an incumbent to the Metro Vanpool Program with a 23-year history of leasing vehicles for public vanpools. Enterprise began their ride share program in California in 1994. They have a dedicated team for vanpool and a fleet of vanpool vehicles with the maintenance and customer service representatives to support them.

The following is a summary of the PET evaluation.

	<b>FIRM</b>	<b>Pass/Fail</b>
1	Airport Van Rental (AVR)	Pass
2	Green Commuter	Pass
3	Enterprise RideShare a division of Enterprise Holdings	Pass

### **C. Price Analysis**

Metro has established a baseline for monthly vanpool subsidy payments of up to 50% of total monthly lease, not-to-exceed \$500 per month, per approved vanpool. Metro will pay this monthly amount directly to the vanpool vehicle suppliers.

### **D. Background on Recommended Contractor**

AVR was founded in 2007 and is located in Los Angeles specializing in providing van rentals in large cities throughout the nation. As of May 2018, AVR was fully approved by the Victor Valley Transit Authority as a supplier for vanpool services.

GC was founded in 2014 and is located in Los Angeles. Although they are relatively new to the vanpool market, they offer a niche for a green alternative that has not been previously available to the region. They initiated a car sharing programming in Chattanooga, Tennessee that further advances the innovative opportunities for alternative vehicle uses in transit.

ER is Metro's incumbent vanpool service provider and has over 60 years of experience in the vanpool industry. Enterprise has over 400 locations and nearly 5,000 rental employees in Southern California to assist Metro and volunteer participants.

DEOD SUMMARY

VANPOOL VEHICLE SUPPLIER BENCH/PS10754X00051491

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) did not establish a Small Business Enterprise (SBE) goal for this solicitation due to lack of subcontracting opportunities. Metro's project manager confirmed that based on industry practices, it is expected that the prime contractors awarded on this bench will provide all the services, equipment, and/or materials necessary to implement the Metro Vanpool Program. The resulting product effectively creates a "co-leasing" relationship between commuters (public users) through Metro authorized vanpool vehicle suppliers, with no direct purchases for these services.

**B. Living Wage and Service Contract Worker Retention Policy Applicability**

The Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) 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.

## Metro Vanpool Program: Average Lease Fare Analysis and Staff Subsidy Recommendation

Staff finds three reasons to review our current maximum subsidy. First, it has shrunk in value due to inflation. Had the subsidy amount increased by the Los Angeles County CPI, it would stand at \$484 today. Second, our commuters are facing higher average lease fares. As of April 2018 our average monthly lease fare (the total amount charged to lease the vanpool vehicle before subsidy) was \$1,048. This is the highest it has ever been and we can reasonably assume that lease fares will increase. At the current rate, we forecast an average lease fare of \$1,123 by the end of Fiscal Year 2019. See below for a chart showing the recent and forecasted growth in lease fares. Third, the current maximum was set at the program’s inception 11 years ago in May 2007. We have not updated our subsidy in over a decade. Therefore, staff is proposing to increase the maximum subsidy amount 25 percent from \$400 to \$500. We think that the change to \$500 is reasonable, fair, and consistent with goals of the Metro Vanpool Program.

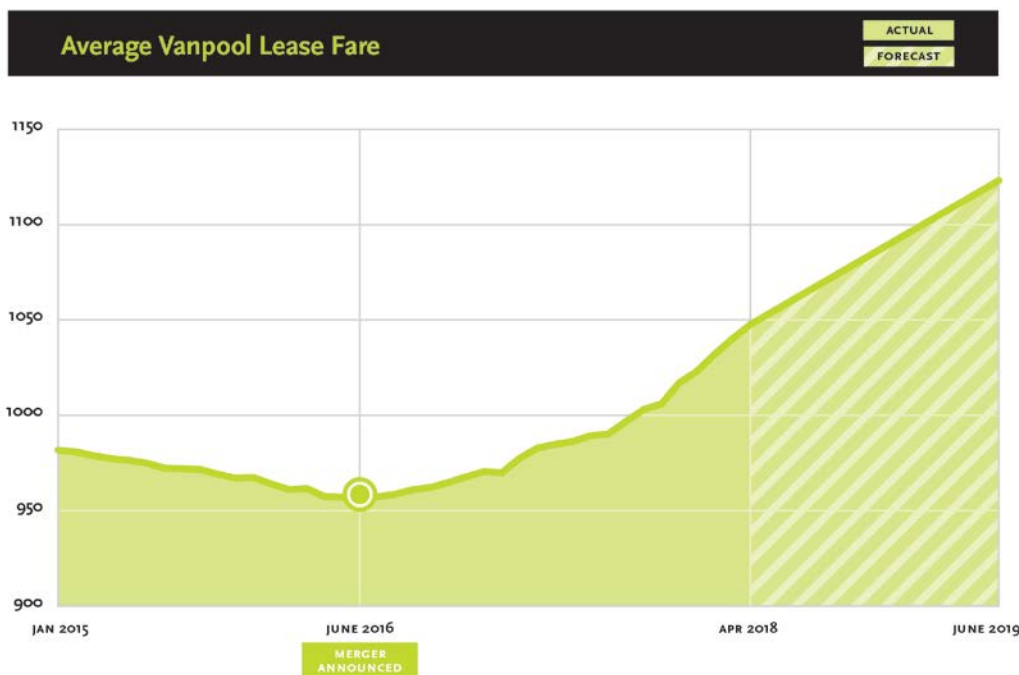


Figure 1: Average Lease Fare from January 2015 to June 2019

The graph above shows our monthly average lease fares since January 2015. We recorded our lowest average lease fare in May of 2016 at \$957. The average lease fare begins to increase around the time of the merger of Enterprise and vRide in June of 2016. With two new suppliers on the bench, we are hopeful increased competition will stabilize the growth of vanpool lease fares. However, even with new Vehicle Suppliers on the bench, lease fares are unlikely to fall significantly. We based our projections for the period of May 2018 to June 2019 on the average increase in lease fares over the 12-month period of May 2017 to April 2018.



## Board Report

File #: 2018-0339, File Type: Contract

Agenda Number: 25.

### PLANNING AND PROGRAMMING COMMITTEE JULY 18, 2018

**SUBJECT: VANPOOL VEHICLE SUPPLIER  
BENCH CONTRACT**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATION**

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to award firm-fixed unit price Vanpool Vehicle Supplier Bench Contract Nos. PS10754300051491 to Airport Van Rental, PS10754400051491 to Green Commuter, and PS10754500051491 to Enterprise Rideshare (a division of Enterprise Holdings) for a two-year base period for an amount not to exceed \$18,000,000, with three, one-year options, each in an amount not to exceed \$9,000,000, for a total not-to-exceed amount of \$45,000,000 effective August 1, 2018, subject to resolution of protest(s) if any; and
- B. INCREASING the maximum subsidy from \$400 per month to \$500 per month for Metro Vanpool Program users.

#### **ISSUE**

Through June 2018, Metro has authorized 1,291 public vanpool service routes with vehicle leases contracted through the existing bench of vanpool vehicle suppliers. The current Metro Vanpool Program transportation contracts will expire October 31, 2018. Staff is requesting authorization to execute contracts with the above-named vanpool vehicle leasing suppliers to continue delivering our vanpool service.

#### **DISCUSSION**

Metro launched the Vanpool Program in May 2007, adding the vanpool mode of public transport to the Metro family of services. In May 2013, the Board of Directors authorized the CEO to execute five-year vanpool vehicle supplier bench contracts in an amount not to exceed \$35,732,400 for vanpool vehicle lease services necessary to implement the Metro Vanpool Program. Staff is requesting authorization to execute new contracts with the above-named vanpool vehicle leasing suppliers to continue delivering the Metro Vanpool Program region-wide.

### The Metro Vanpool Program

Bench contracts were established to offer commuters multiple vendor options to secure lease vehicle services. Each contract effectively buys down the cost of eligible public vanpool leasing fares to the end user. Eligible vanpools enrolled in the program must agree to and comply with participation and reporting rules to receive fare subsidies amounting to a maximum of 50% of the vanpool vehicle lease costs or up to \$500 per month. Staff is proposing an increase in the maximum subsidy from \$400 to \$500 due to inflation since the program's inception in May 2007 and the recent increases in the lease fares charged by our Vehicle Suppliers. See Attachment C for more analysis.

Individual qualified vanpools that execute agreements with Metro must operate commuter service with vehicles leased from Metro-contracted vehicle suppliers, commute to Los Angeles County worksites, be open to any fare-paying commuter regardless of employer affiliation, and report specific operating data to Metro.

All vanpool operating and expense data are collected, validated, recorded, and reported to the Federal Transit Administration (FTA) as part of Metro's annual National Transit Database (NTD) report. The NTD is the system through which FTA collects uniform data required by the Secretary of Transportation to administer department programs. The data reported is used in formula calculations which apportion federal grants to the region.

### Performance and Vanpool Vehicle Budget

The Metro Vanpool Program is one of the leading public vanpool programs in the country. As of June 2018, the Metro Vanpool Program includes nearly 1,300 public vanpool routes in service.

Not only has the program added a new mode to Metro's family of services, it also has increased the Sections 5307 and 5339 federal formula funding generated to the region. While program expenditures in FY17 totaled \$8 million, an estimated \$20 million in new federal formula revenues will be generated to the region as a result of the service.

In FY17, Metro Vanpool services included 1,296 public vanpool routes that recorded over 30.7 million vehicle revenue miles and delivered over 3.8 million passenger trips for a total of \$6.3 million in vanpool subsidies or \$1.68 per passenger trip.

### **DETERMINATION OF SAFETY IMPACT**

The Metro Vanpool Program has demonstrated effectiveness in reducing the number of cars on the road during the peak commute period which contributes to public safety. In FY17, the Program averaged 5.8 people per trip. We removed an estimated 146.3 million vehicle miles traveled. Safety is our number one priority at the Metro Vanpool Program. We have made additions to our statement of work to require additional safety training for those enrolled in the Metro Vanpool Program.

### **FINANCIAL IMPACT**

The FY19 Budget for vanpool vehicle subsidies is \$7,200,000 in Proposition C 25% Streets & Highway funding in Cost Center 4540, Regional Rideshare Research & Development, Project

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405547, Task 02.07, sufficient to cover vanpool vehicle supplier costs through FY19. The Prop C 25% funds are from a Regional Rideshare grant programmed in the Transportation Improvement Program (TIP) pursuant to the Long Range Transportation Plan priorities. Since activities related to this action are provided through multi-year contracts, the Cost Center manager, project manager, and Executive Officer will be accountable for budgeting costs in future years once the final contracts are executed.

### Impact to Budget

The source of funds for this action are from Proposition C 25% Streets & Highway and are not eligible to fund bus and rail operating and capital expenditures. FTA Sections 5307 and 5339 grant funds generated by the Metro Vanpool Program will increase the amount of funds available for bus and rail capital expenditures. In FY17 an estimated \$20 million in FTA Section 5307 and 5339 grant funds was generated through the Metro Vanpool Program.

### **ALTERNATIVES CONSIDERED**

The alternative is to allow the current contracts to expire and discontinue operation of the Metro Vanpool Program at that time. Staff does not recommend this because the vanpool program provides an important commute option for the county's long-distance commuters -- a market not readily served by other Metro transit modes offered to the public. Most of the existing vanpools operating today were established through the Metro Vanpool Program and would likely cease operation if the program were to end. In addition, the program generates significant additional net revenues annually.

### **NEXT STEPS**

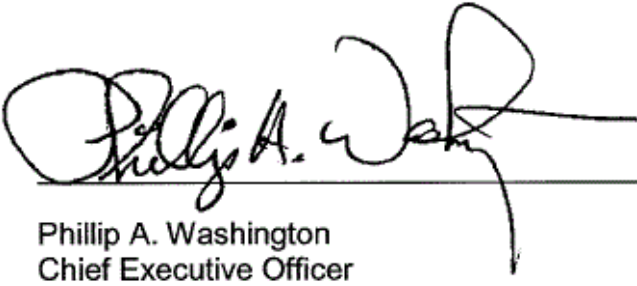
Upon Board approval, staff will execute the Bench contracts. Staff will continue to provide reports to the Board on program performance and progress.

### **ATTACHMENTS**

- Attachment A - Procurement Summary
- Attachment B - DEOD Summary
- Attachment C - Average Lease Fare Analysis and Staff Subsidy Recommendation

Prepared by: Kevin Holliday, Metro Vanpool Program Manager, (213) 922-2459  
Dolores Roybal Saltarelli, Senior Director, Countywide Planning & Development, (213) 922-3033  
Frank Ching, DEO, Countywide Planning & Development, (213) 922-3033

Reviewed by: Therese W. McMillan, Chief Planning Officer, (213) 922-7077  
Debra Avila, Chief Vendor/Contract Management Officer, (213) 418-3051



Phillip A. Washington  
Chief Executive Officer





## Board Report

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File #: 2018-0262, File Type: Contract

Agenda Number: 26.

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### PLANNING AND PROGRAMMING COMMITTEE JULY 18, 2018

**SUBJECT: BRIGHTON TO ROXFORD DOUBLE TRACK PROJECT**

**ACTION: APPROVE RECOMMENDATIONS**

**RECOMMENDATION**

CONSIDER:

- A. APPROVING programming \$11,528,416 of Measure R funds for professional services;
- B. APPROVING Design Revisions due to East San Fernando Valley Transit Corridor in the amount of \$1,078,584; and
- C. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary third-party and other related agreements.

**ISSUE**

In April 2017, staff placed the Brighton to Roxford Double Track (B2R) Project on hold at 50% design level to coordinate with the East San Fernando Valley Transit Corridor Project (ESFVTC). As a result of this coordination, B2R Project's final design and environmental documents/reports will need to be revised to incorporate changes due to ESFVTC sharing approximately 2.5 miles of right of way corridor in addition to other safety enhancements and infrastructure improvements.

**BACKGROUND**

The existing single track on the Antelope Valley Line (from Burbank to Lancaster) is operationally challenging due to safety, scheduling, inability to recover from incidents and service delays. A single track system is equivalent to a one lane road with bi-directional traffic.

The B2R Project will provide a second commuter rail main line track from Control Point (CP) Brighton in Burbank to CP Roxford in Sylmar on the Metrolink Antelope Valley Line. The proposed 11 mile second commuter rail main line track enhances safety, improves on-time performance and service reliability and allows for an increase in commuter rail service capacity.

The B2R completed 30% design in August 2016. The B2R Project is needed to provide 30 minute bi-

directional service to the new Burbank Airport North Station up to the Sylmar/San Fernando Station and with the capability of 30 minute service to the cities of Santa Clarita, Palmdale and Lancaster.

Project Phasing

The B2R Project is proposing a four (4) phased approach to construction to be consistent with the other projects in the area such as City of Los Angeles Bike Path Project and the ESFVTC Project as shown in the table below.

**TABLE 1: Brighton to Roxford Double Track Construction Phases**

<b>PHASE</b>	<b>CONSTRUCTION LIMITS</b>
1	Control Point Brighton to Sun Valley Siding
2	Sun Valley Siding to Van Nuys Boulevard
3	Van Nuys Boulevard to Sylmar/San Fernando Station
4	Sylmar/San Fernando Station to Control Point Roxford

Coordination with ESFVTC Project

In April 2017, staff placed the B2R Project on hold prior at the 65% design stage to coordinate with the ESFVTC Project. The ESFVTC Project is planned from Van Nuys Boulevard in Los Angeles through the Metro owned and Metrolink operated right-of-way (ROW) up to the Metrolink Sylmar/San Fernando Station. The B2R and the ESFVTC Projects will share approximately 2.5 miles of ROW corridor along six at-grade intersections where a single commuter/freight track currently exists within the ROW. The proposed ESFVTC project would occupy the westerly portion of the ROW, and the commuter/freight track would occupy the easterly portion of the ROW.

**DISCUSSION**

Both the B2R and ESFVTC projects began working on a collaborative design to co-exist within a shared corridor. As part of the on-going collaboration, Metrolink requested the ESFVTC Project perform additional safety analysis along the 2.5-mile shared railroad right-of-way (ROW) that's adjacent to San Fernando Road and between Van Nuys Boulevard and the Sylmar/ San Fernando Metrolink Station. Furthermore, staff in coordination with the ESFVTC team, met with the City of San Fernando who requested that Metro work to minimize the need to acquire industrial properties in the City.

Within the proposed 2.5 miles of Metro owned and Metrolink operated corridor, there is sufficient space within the 100 feet wide ROW for two tracks for the ESFVTC project and two commuter tracks except between Jessie Street and Maclay Avenue in the City of San Fernando where the ROW reduces to 67 feet. Currently, the San Fernando Bike Path is within the Metro ROW. As part of the ESFVTC Project, the project is proposing to purchase additional ROW to accommodate the single commuter /freight track, relocate the existing San Fernando Bike Path east within the proposed new Metro ROW. The B2R Project with the proposed second main line commuter/freight track will relocate the proposed San Fernando Bike Path from the proposed new Metro ROW to the City streets on either San Fernando Road or Truman Street. This results in allowing for both set of tracks (ESFVTC

and commuter/freight) to fit within the existing and proposed expansion of the Metro ROW.

The B2R Project will need to revise the design plans to incorporate changes due to the ESFVTC Project in amount of \$1,078,584.

Additional Design

Programming funds are also needed for design related to the state of good repair at the grade crossings and tracks, pedestrian underpass at the new Burbank Airport North Station, safety improvements at Penrose and Roxford Street, project phasing packages and Sylmar/ San Fernando station platform extension.

In July 2015, the Board approved a cost-plus-fixed fee contract no. PS2415-3412 with STV for the B2R Project in the amount of \$12.5 million but only \$3 million was programmed (refer to Attachment A). Since then, in January 2017, the Board approved programming an additional \$2.176 of million for third party costs. The recommended board action is to approve the remaining programming amount of \$11,528,416 as shown in the table below.

**TABLE 2: Programming Funds Breakdown**

Original Engineering Design Services Contract	\$12,500,000
Programmed Third Party Costs	\$2,176,000
Additional Programming Design Services	\$2,028,416
Subtotal	\$16,704,416
Programmed Funds to-date	(\$5,176,000)
<b>Total Programming Funds Requested</b>	<b>\$11,528,416</b>

**DETERMINATION OF SAFETY IMPACT**

The Project will enhance safety along the commuter corridor by upgrading 16 at-grade crossings to “quiet zone ready” standards. In addition, the Project will incorporate SCRRRA's new Positive Train Control standards.

**FINANCIAL IMPACT**

The total project cost to complete the Preliminary Engineering, Environmental, and final PS&E phase of the B2R design is \$ 16,704,416. Since the project inception, a total of \$5,176,000 of Measure R 3% has been programmed and approved to-date. Staff is requesting \$11,528,416 of programming authority to come from Measure R 3% funds.

The Design Revisions due to ESFVTC for a one-time request for a not to exceed amount of \$1,078,584 will come from Project 465521, East San Fernando Valley Transit Corridors, Cost Center 4350, Systemwide Team 2. Board approval of this item will allow Metro staff to continue design coordination efforts described in the “next steps” section below and reduce throw-away costs between both projects.

**ALTERNATIVES CONSIDERED**

The Board could choose not to approve programming additional funds and decide not to continue to complete the design documents for the B2R Project. This alternative is not recommended due to the significant benefits that the B2R Project provides to commuter rail transportation and the SCRRA Antelope Valley subdivision.

For the geometric alignment shift where the proposed ESFVTC and B2R projects would coexist, the Board could choose to keep the Class I bike/pedestrian path to remain within the Railroad ROW with the proposed second mainline track. This alternative is not recommended due to additional ROW impacts within the City of San Fernando that would be required.

### **NEXT STEPS**

With the recommended approval, staff will return to the Board for a contract modification to the engineering design services by September 2018.

Staff will continue to work with the ESFVTC project team to provide an optimized design solution where both projects can co-exist within the railroad corridor. Since the ESFVTC project is included in the Measure M Expenditure Plan and is included in the Twenty-Eight by '28 Initiative, the ESFVTC project schedule will lead for all coordination opportunities. The B2R project team will explore the opportunities for a four-phased construction approach to maximize funding on a targeted basis based on operational benefit. Below is a summary table of key project milestones for upcoming coordination opportunities between both projects within the shared corridor segment that will allow for full integration.

**TABLE 3: Project Coordination Milestone Events**

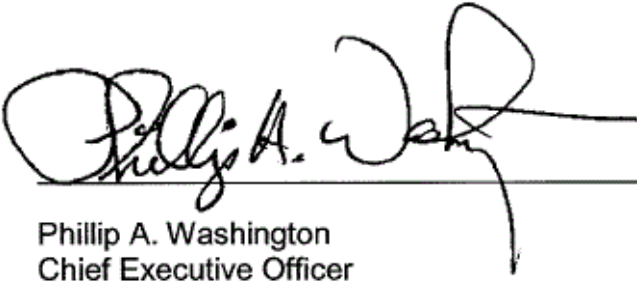
<b>Milestone Event</b>	<b>Date</b>
ESFVTC Project Record of Decision	June 2019
B2R Project Revised Environmental Document Submittal	July 2019
B2R Project Record of Decision	December 2019
ESFVTC Project Construction Award	Mid 2021

### **ATTACHMENT**

Attachment A - B2R Double Track Project

Prepared by: Dan Mahgerefteh, Director, (213) 418-3219  
Brian Balderrama, Senior Director, (213) 418-3177  
Jeanet Owens, Senior Executive Officer, (213) 418-3189

Reviewed by: Richard Clarke, Chief Program Management Officer, (213) 922-7557  
Therese McMilan, Chief Planning Officer, (213) 922-7077



Phillip A. Washington  
Chief Executive Officer

**..Meeting\_Body**

**2<sup>nd</sup> REVISED**  
**CONSTRUCTION COMMITTEE**  
**July 16, 2015**

**..Subject/Action**

**SUBJECT: BRIGHTON TO ROXFORD DOUBLE TRACK PROJECT**

**ACTION: APPROVE CONTRACT FOR THE BRIGHTON TO ROXFORD DOUBLE TRACK PROJECT**

**..Heading**

**RECOMMENDATION**

**..Title**

CONSTRUCTION COMMITTEE FORWARDED WITHOUT RECOMMENDATION authorizing the Chief Executive Officer to execute a cost-plus-fixed-fee Contract No. PS2415-3412 with STV, Inc. for the **Brighton to Roxford Double Track Project** in the amount of \$12,500,000 inclusive of all design phases. This contract is for three years.

**..Issue**

**ISSUE**

It is the intent of Metro Regional Rail to award a professional services contract to provide engineering services for completion of the environmental clearance documents, preliminary engineering documents, permitting, and final design engineering of the Brighton to Roxford Double Track Project. In addition the work includes the development of the necessary construction documents for the Project, as well as design support services during bid and construction.

**..Discussion**

**DISCUSSION**

**Background**

Metro is developing the Brighton to Roxford Double Track project (Project) in Los Angeles, CA, between milepost (MP) 12.7 and MP 23.6 on the Valley Subdivision. At this time, Metro is proceeding with the environmental clearance and the development of Plans, Specifications, and Estimates (PS&E) for construction of the Project.

The Project includes approximately 10.4 miles of new double track beginning at Control Point (CP) Brighton, at MP 12.7, and ending at CP Roxford, at MP 23.6 on the Valley Subdivision of the Antelope Valley Line. At the east end of the Project near CP Brighton, the scope of work includes connecting the new double track to the Brighton Siding extension that is being developed as part of the Empire Avenue and Buena Vista Grade Separation Project. The scope of work also includes connection to the 6,109 foot

existing Sun Valley Siding between CP McGinley and CP Sheldon. In addition, this Project includes construction of a second side platform at the future Metrolink Hollywood Way Station, and Sylmar/San Fernando Station. Modifications to 15 grade crossings are necessary along the Project corridor. This Project also includes construction of three new railroad bridges, as well as three pedestrian at-grade crossings at the Hollywood Way, & Sylmar/San Fernando Stations as well as improvements to the existing Astoria Street at-grade crossing.

The Project is located mostly within the city of Los Angeles, and partially within the cities of Burbank and San Fernando, California on Metro owned right-of-way. This corridor is operated and maintained by the Southern California Regional Rail Authority (SCRRA) for the Metrolink Commuter Rail Service. In addition, the Union Pacific Railroad (UPRR) provides freight service along this corridor.

The Project is located in close proximity to the Bob Hope Airport /Hollywood Way Station Project between MP 13.5 and MP 13.8. This Project and the Bob Hope Airport Station/Hollywood Way Station Project, represent two related projects that, in combination, will provide for overall operational flexibility along the Valley Subdivision. Both projects are contractually separate. This project adds capacity to Antelope Valley line and improves operations and passenger service while reducing travel times.

Funding Commitment

The Project is funded from Measure R 3% and state funds. This Project is the Number 2 ranked project on the Memorandum of Understanding (MOU) between the California High Speed Rail Authority (CHSRA) and several southern California agencies, including Metro. This MOU provides funding from Proposition 1A bonds and other sources for eligible projects.

<b>FUNDING SOURCE</b>	<b>FINAL DESIGN</b>
Proposition 1A	\$55 million
Measure R 3%	\$3 million
Other Sources	\$52 million
<b>TOTAL</b>	<b>\$110 million</b>

**..Determination\_Of\_Safety\_Impact**  
**DETERMINATION OF SAFETY IMPACT**

The Project will upgrade 15 at-grade crossings to current SCRRA design standards. In addition, the Project will incorporate SCRRA’s new Positive Train Control standards.

Site-specific safety features will be identified through the FHWA’s Manual on Uniform Traffic Control Devices grade crossing diagnostic process, whereby the LADOT, Metrolink, and the CPUC will review each crossing in accordance with Metrolink and CPUC best practices. The findings of the diagnostic review will be used to select safety



improvement features such as pedestrian gates, emergency egress swing gates, and channelization handrails that will be included on the engineering drawings.

..Financial\_Impact

### **FINANCIAL IMPACT**

The total funding from Measure R 3% is \$3 million, which is included in the FY16 budget in department 2415, Regional Rail, Project No. 460074, Task 6.2.02.01. Since this is a multi-year contract, the cost center manager, and Executive Director, Engineering and Construction will be accountable and responsible for budgeting the cost of future fiscal year requirements.

### **Impact to Budget**

Source of Funds: \$3,000,000 million in Measure R 3% funds.

..Alternatives\_Considered

### **ALTERNATIVES CONSIDERED**

The Board could choose not to award the contract to STV and decide not to pursue the Brighton to Roxford Double Track Project. This alternative is not recommended due to the significant benefits that the Brighton to Roxford Double Track Project provides to commuter rail transportation and the SCRRA Antelope Valley subdivision. In addition, it should be noted that this project is currently on CHSRA/Metro MOU listed as second highest priority to receive funding and if not awarded Metro will lose that funding.

..Next\_Steps

### **NEXT STEPS**

Upon approval by the Board, staff will execute the contract, and begin the services for the Brighton to Roxford Double Track Project.

..Attachments

### **ATTACHMENTS**

- A. Procurement Summary
- B. Brighton to Roxford Map

..Prepared\_by

Prepared by: Don Sepulveda, Executive Officer, Regional Rail (213) 922-7491

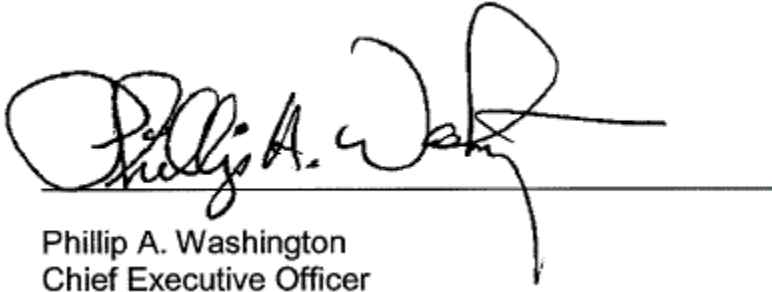
..Reviewed\_by

Reviewed by:

Ivan Page, Executive Director, Vendor/Contract Management (213) 922-1005

Nalini Ahuja, Executive Director, Office of Management and Budget (213) 922-3088

Bryan Pennington, Executive Director, Engineering and Construction (213) 922-7449



Phillip A. Washington  
Chief Executive Officer

# Brighton to Roxford Double Track Project

1. Staff is requesting Board Approval of programming dollars of \$11.528 M to complete the design of the Brighton to Roxford Double Track Project for “shovel ready” condition to be highly competitive for state and federal grants; and
2. Approving Design Revisions due to East San Fernando Valley Transit Corridor in the amount of \$1.078 M.

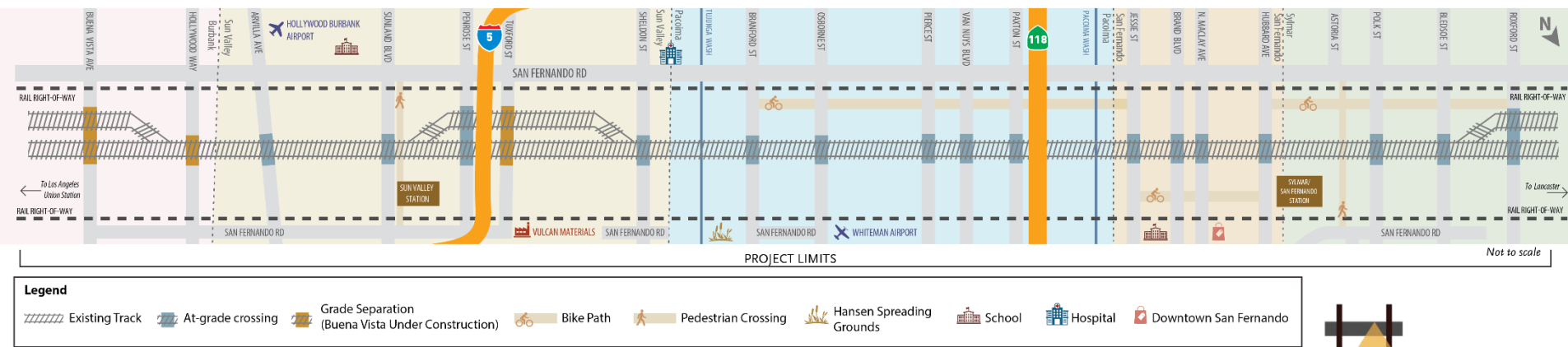
**Metro Board Meeting**  
**July 26, 2018**

# Brighton to Roxford Double Track Project



1. Metrolink is the only rail transit serving the Antelope Valley with connections to Burbank, San Fernando, Los Angeles (Sun Valley, Pacoima and Sylmar), Santa Clarita, Acton, Palmdale and Lancaster.
2. The Brighton to Roxford Project was approved by the Board in July 2015 and awarded the A/E design to STV for \$12.5 million with programming authority of \$3 million.

# Existing Conditions on the Antelope Valley Line



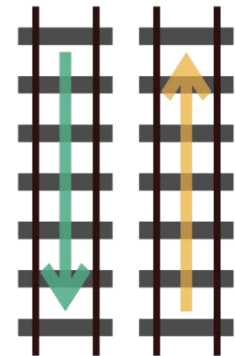
**1. 60% of the Metrolink Antelope Valley Line (AVL) is single track which is operationally challenging. Operating on single line track is equivalent to a one lane road with bidirectional traffic.**

**2. There are approximately 30 passenger and 5 freight trains per week day on the AVL.**



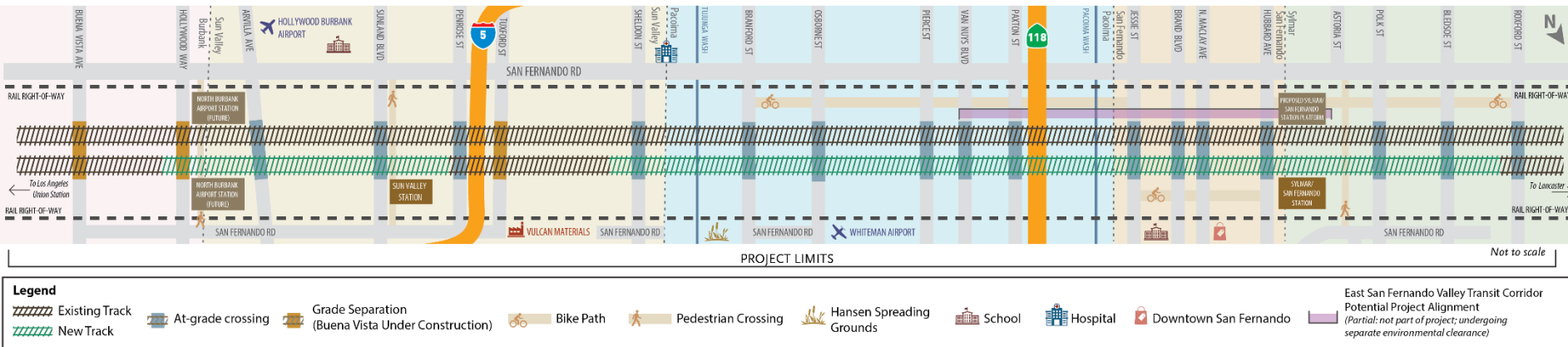
Shared Single Track

Separated Double Tracks



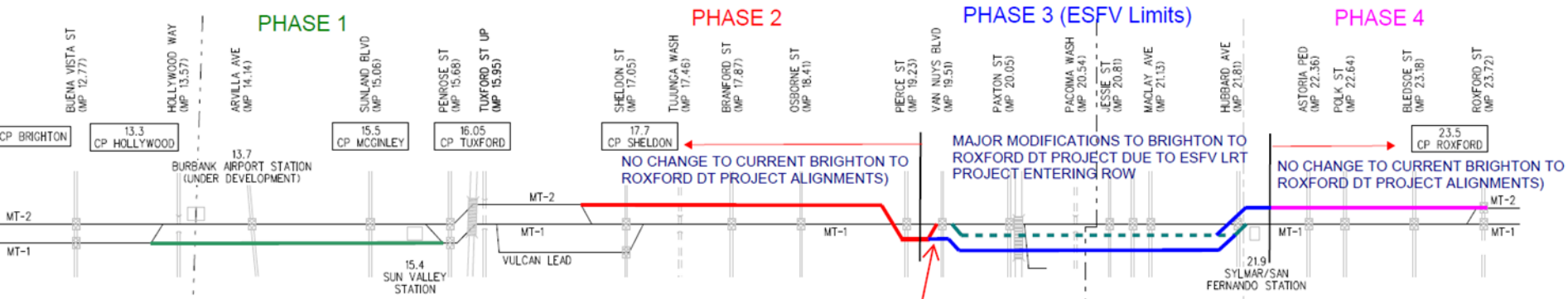
Track comparison

# Brighton to Roxford – Project Benefits



- 1. Provides 25 miles of continuous double track from Union Station to San Fernando Valley that will provide 30 minute bi-directional service to the new Burbank Airport North Station up to the Sylmar/ San Fernando Station and first step to enable 30 minute clock phasing service to the cities of Santa Clarita, Palmdale and Lancaster.**
- 2. Enhances safety with Quiet Zone Ready improvements at 16 existing at-grade roadway crossings and one pedestrian-only crossing.**
- 3. Improves safety, efficiency along the Antelope Valley Line and on-time performance up to the San Fernando Valley.**

# East San Fernando Valley Transit Corridor Project Coordination

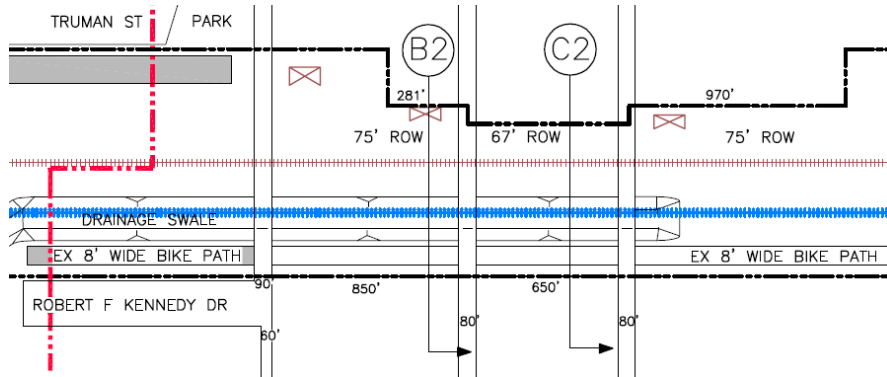


1. Brighton to Roxford (B2R) is consistent with the proposed ESFV transit line. The B2R was placed on hold in June 2017 to wait for the ESFV transit to select a preferred alternative.
2. The B2R project will share approximately 2.5 miles of the corridor with 5 at-grade crossings (Paxton Street, Jessie Street, Brand Boulevard, Maclay Avenue and Hubbard Ave.) which will require



# Coordination with the ESFVTC Project

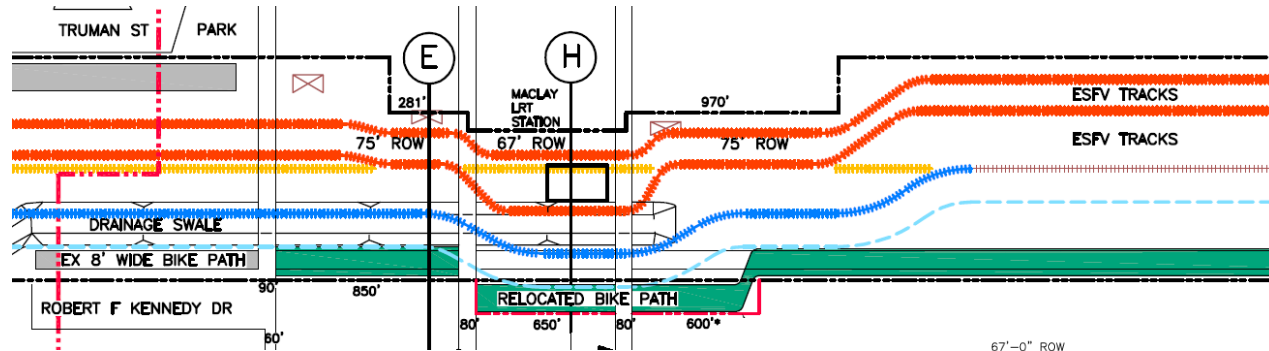
## EXISTING CONDITIONS



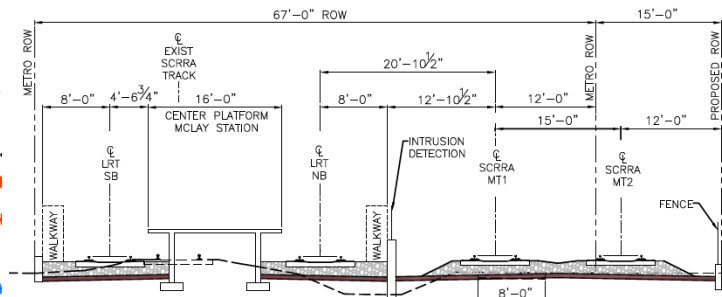
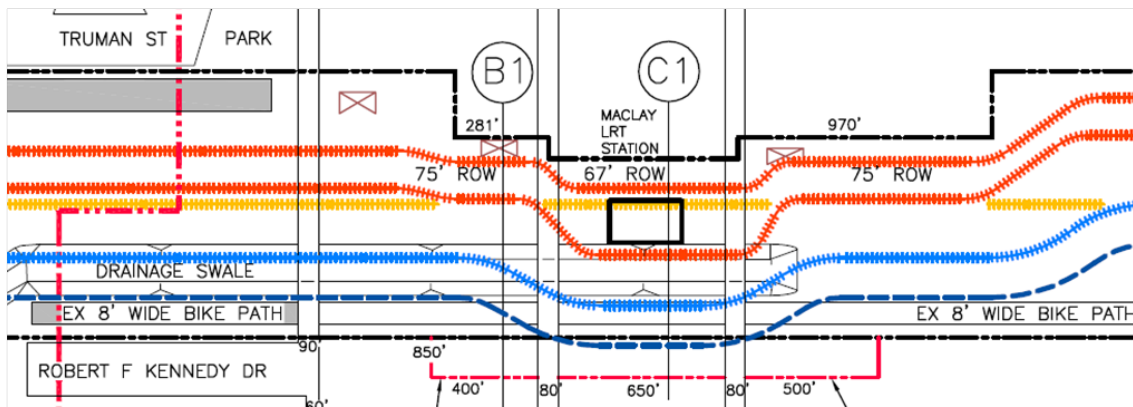
## LEGEND:

- EXISTING TRACK
- EXISTING TRACK TO BE REMOVED/SHIFTED
- EXISTING SIGNAL HOUSE
- EXIST BIKE PATH
- PROPOSED METROLINK 2ND TRACK
- EXIST ROW
- PROPOSED ROW

## POST ESFVTC PROJECT



## POST BRIGHTON TO ROXFORD



SECTION C1

TYPICAL 4-TRACK CONFIGURATION  
67'-0" ROW, WITH 15' WIDE ROW ACQUISITION  
NO BIKE PATH WITHIN ROW

EXISTING BIKE PATH TO BE RELOCATED OFF ROW PER BRIGHTON TO ROXFORD DOUBLE TRACK PLANS.  
\*DESIGN CRITERIA EXCEPTION NEEDED FOR SCRR SIDE CLEARANCES AND TRACK CENTERS TO LRT, BUT COMPLIES WITH CPUC LEGAL MINIMUMS.

# Programming Funds Breakdown and Proposed Cash Flow

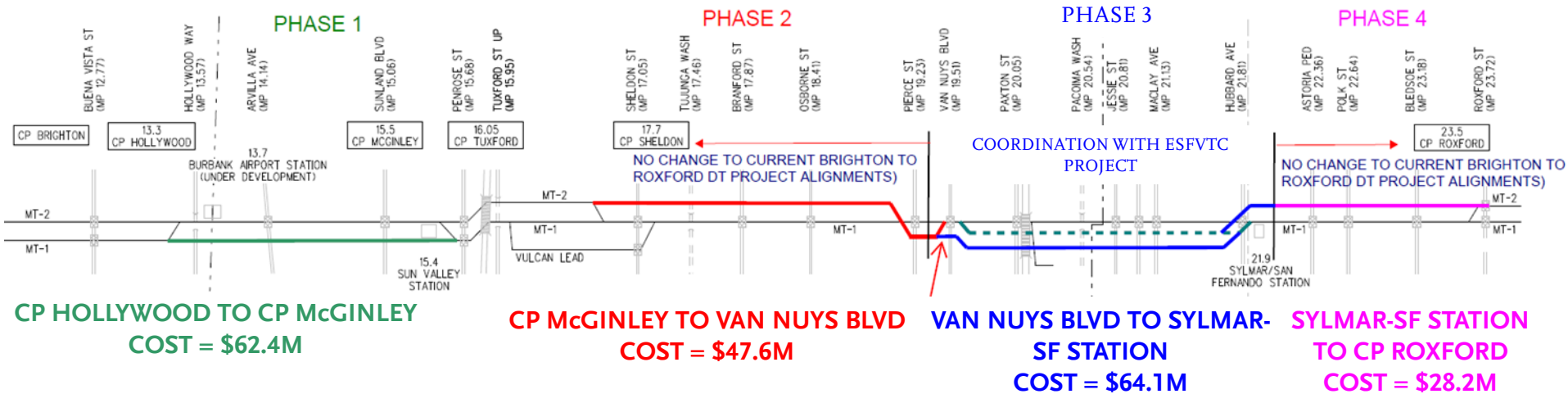
## Programming Funds Breakdown

Project	Dollar Amount
Original Engineering Design Services Contract	\$12,500,000
Additional Design Services	\$3,000,000
Programmed Third Party Costs	\$2,176,000
Subtotal	\$16,704,416
Programmed Funds To-date	(\$5,176,000)
Total Programming Funds Requested	\$11,528,416

FY 15-18 Expended to date	FY 19 Metro Budget
\$5.2 million	\$5.67 million

# Project Costs and Funding

Approval of staff recommendations will allow Brighton to Roxford Double Track Project to be highly competitive for state and federal grants.



PROJECT FUNDING	
Sources	Uses
Measure R 3% Funds (\$5.67M)	Planning, Environmental and Final Design
2018 BUILD Grant (\$28.2M) <sup>1</sup>	Construction of Phase 4

NOTE (1): Potential Project identified in SCRRRA Grant application to be submitted July 2018 with \$8.22M SCRRRA TIRCP obligation, \$2.428M TCIF obligation, \$22.56 request from Build Grant and \$3.2M local match.



# Brighton to Roxford Double Track Project

**QUESTIONS?**

**Board Report**

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**File #:** 2017-0810, **File Type:** Contract**Agenda Number:** 46.

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**REGULAR BOARD MEETING  
SEPTEMBER 27, 2018****SUBJECT: CONSULTING SERVICES FOR BUS CONTRACTS - PROJECT CONTROL  
SUPPORT****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

AWARD a cost plus fixed fee Contract No. PS50321 for consulting services for bus contracts, and project control support to Capitol Government Contract Specialists (Capitol GCS), in the not-to-exceed amount of \$1,884,286, for a period of up to 30 months from issuance of a Notice-to-Proceed (NTP), in support of the current bus acquisition contracts, subject to resolution of protest(s), if any.

**ISSUE**

This action authorizes contract award to Capitol GCS, Inc., a certified SBE firm, to support Metro's designated bus acquisition project management with project control, document management and oversight of the Bus OEM Contractors to ensure performance is consistent with the requirements of the five bus acquisition contracts. The consultant shall apply appropriate program control resources and oversight support services to facilitate and ensure the timely production and delivery of the buses.

**BACKGROUND**

In summary, contracts for 465 buses have been awarded from the 1005 buses authorized by the Metro Board under RFP Nos. OP28367, and OP29199. Given the pressing timelines to build and deliver these buses which are needed for ongoing support of Bus Operations, as well as the conversion process of Metro Orange Line and Metro Silver Line to zero emission operation, the contracts must run concurrently, necessitating additional supporting resources to assist with management and oversight for the bus builds.

In April 2016, Metro's Board of Directors authorized staff to initiate RFP No. OP28367 for the procurement of up to 1,000 CNG or Zero Emission Transit Buses for replacement of up to 600, 40' transit buses and 400 60' transit buses. Subsequently, four contracts were awarded in response to RFP No. OP28367, one for each vehicle type:

- Part A, 40' CNG buses (base order of 295 buses, awarded to ENC in June 2017)

- Part B, 60' CNG buses (base order of 65 buses, awarded to NF in July 2017)
- Part C, 40' ZE buses (base order of 60 buses, awarded to BYD in July 2017)
- Part D, 60' ZE buses (base order of 35 buses, awarded to NF in July 2017, plus 5 buses added through FTA LoNo Grant in April 2018)

An additional fifth contract for five 60' ZE buses awarded to BYD was also entered into through the Advance Transit Vehicle Consortium (ATVC) in June of 2017.

Capitol GCS, Inc. shall provide support to Metro's designated Project Managers or their designees, with program control and oversight of the five bus contracts to ensure that performance is consistent with the delivery requirements.

The Consultant shall provide, on a task order basis, highly qualified project support staff with expertise in all areas associated with the bus procurements. The scope of services shall include, but not be limited to:

- Provide oversight of project status,
- Identify any potential variances from schedule or delivery requirements,
- Assess and report regularly on project performance,
- Provide a document management system to facilitate the submittal and review process for contract documents and CDRLs,
- Budget and schedule analysis,
- Provide other management and oversight as directed by Metro.

The Diversity and Economic Opportunity Department (DEOD) has determined this project is eligible for the Small Business Set Aside status and has completed an initial evaluation of the Proposer's commitment to meet the SBE goal established for this project.

### **DETERMINATION OF SAFETY IMPACT**

The approval of this contract will have a direct and positive impact to system safety. The procurement of 465 new buses will feature the most current safety and ADA systems available to replace older buses currently in service.

### **FINANCIAL IMPACT**

The total not-to-exceed contract amount is \$1,884,286 and is included in cost center 3320, Vehicle Technology's budget in Capital Projects 201057, 201073, 201074, 201076 and 201077. Since this is a multi-year contract, the cost center manager will be responsible for budgeting the cost in future years.

#### **Impact to Budget**

The source of funds are Federal: Urbanized Area Formula 5307, Capital Investment 5309, and Clean Fuels Program 5308 and Local: Measure R 35% and Prop C 40%. Staff will reassess funding

sources and apply other applicable fund sources as they become available.

### **ALTERNATIVES CONSIDERED**

Metro could rely exclusively on internal staff to perform the work. This alternative is not recommended as it would not be cost effective to maintain this level of expertise in-house on a full-time basis. Additionally, it would take staff away from the core operation functions, and would be more costly than contracting these functions out on a task order basis.

The Board of Directors may choose not to authorize the contract award for the project; however, this alternative is not recommended by staff, as this project is critical to support the bus contracts supplying buses needed by Metro to maintain safe, effective service, as well as, to convert the Orange and Silver lines to zero emission operation within the timelines required in the Board Motions. Without the additional contract support the timely delivery of these buses would be at risk.

### **NEXT STEPS**

Upon Board approval, staff will award Contract No. PS50321 and issue Notice-to-Proceed to Capitol Government Contract Specialists (Capitol GCS Inc.) a certified SBE firm. Metro and Capitol GCS, Inc., will mobilize required resources to ensure timely completion of deliverables by the vehicle manufacturers.

### **ATTACHMENTS**

Attachment A - Procurement Summary

Attachment B - DEOD Summary

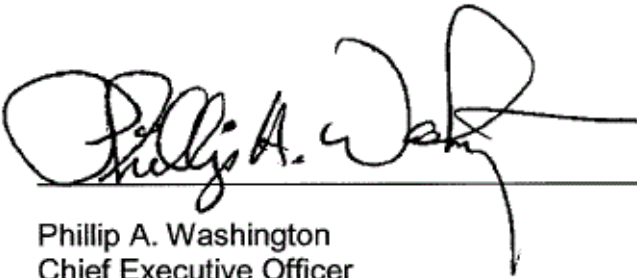
Prepared by: Philip Rabottini, Senior Engineer, Vehicle Technology and Acquisition (213) 617-6269

Jesus Montes, Sr. Executive Officer, Vehicle Acquisition (213) 418- 3277

Reviewed by:

James T. Gallagher, Chief Operations Officer, (213) 418-3108

Debra Avila, Chief Vendor/Contract Management Officer  
(213) 418-3051



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Phillip A. Washington  
Chief Executive Officer



## PROCUREMENT SUMMARY

**CONSULTING SERVICES FOR BUS CONTRACTS  
PROJECT CONTROL SUPPORT/PS50321**

1.	<b>Contract Number:</b> PS50321	
2.	<b>Recommended Vendor:</b> Capitol Government Contract Specialists Inc. (Capitol GCS)	
3.	<b>Type of Procurement (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> 02.05.18	
	<b>B. Advertised/Publicized:</b> 02.09.18	
	<b>C. Pre-Proposal Conference:</b> 02.13.18	
	<b>D. Proposals Due:</b> 03.07.18	
	<b>E. Pre-Qualification Completed:</b> 06.08.18	
	<b>F. Conflict of Interest Form Submitted to Ethics:</b> 06.15.18	
	<b>G. Protest Period End Date:</b> 07.20.18	
5.	<b>Solicitations Picked up/Downloaded:</b> 71	<b>Bids/Proposals Received:</b> 4
6.	<b>Contract Administrator:</b> Wayne Okubo	<b>Telephone Number:</b> (213)922-7466
7.	<b>Project Manager:</b> Phil Rabottini	<b>Telephone Number:</b> (213)617-6269

**A. Procurement Background**

This Board Action is to approve Contract No. PS50321 issued to provide and maintain a content management solution, and to assist and augment Metro staff in the project management, administration, and on-time delivery of up to five separate contracts for Zero Emission and Compressed Natural Gas buses. Board approval of contract awards are subject to resolution of any properly submitted protest.

The RFP was issued in accordance with Metro's Acquisition Policy and the contract type is a cost plus fixed fee.

Three amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on February 16, 2018, extended the proposal due date;
- Amendment No. 2, issued on February 28, 2018, clarified scope requirements and evaluation criteria;
- Amendment No. 3, issued on April 13, 2018, requested Best and Final Offers.

A pre-proposal conference was held on February 13, 2018, and was attended by 23 individuals representing 18 different firms. A total of four proposals were received on March 7, 2018.

The proposal evaluation included reviews of the written proposals, clarifications requests and responses, oral presentations, face-to-face discussions, and Best and

Final Offers. These series of evaluation processes were necessary to assess and evaluate the proposers' strengths and weaknesses in their respective technical and price proposals.

## **B. Evaluation of Proposals**

A Proposal Evaluation Team (PET) consisting of staff from Vehicle Technology and Acquisition, and Rail Vehicle Acquisition was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria and weights:

- |   |            |
|---|------------|
| • Degree of the Team's Skill and Experience                         | 35 percent |
| • Proposed Resources  | 20 percent |
| • Understanding of the Work and Effectiveness of the Execution Plan | 20 percent |
| • Price   | 25 percent |

The evaluation criteria are appropriate and consistent with criteria developed for other, similar professional services engagements. Several factors were considered when developing these weights, giving the greatest importance to the proposed team's skill and past performance experience in similar scopes of work in support of rolling stock acquisition contracts.

Of the four proposals received, all were determined to be within the competitive range. The firms within the competitive range are listed below in alphabetical order:

1. Alliance/CMS/O2EPCM JV
2. Capitol GCS, Inc.
3. MARRS Services, Inc.
4. Virginkar and Associates, Inc.

Proposal evaluation began on March 8, 2018. The evaluation team met on March 13, 2018 to discuss the proposals strengths, weaknesses, clarifications, and deficiencies. As a result of this initial evaluation meeting, clarifications were requested and deficiencies were identified to the proposers. All firms were required to clarify and correct deficiencies by March 26, 2018. On March 28, 2018, all deficiencies were deemed to have been corrected and clarifications sufficiently explained. Initial scores revealed that all proposers were within a competitive range, so on April 2, 2018 all proposers were requested to prepare a presentation led by each proposed Project Manager. Presentations were held on April 9, 2018 after which each proposer's strengths and weaknesses were also discussed. Best and Final Offers (BAFO) were then requested on April 13, 2018 with a due date of April 20, 2018. All BAFOs were received and final evaluation and recommendation for award was then made by the PET.

## **Qualifications Summary of Firms within the Competitive Range:**

### **Capitol GCS**

Capitol GCS is a certified Small Business Enterprise (SBE) firm specializing in project management consulting for metropolitan transit agency rolling stock procurements and overhaul programs. Their proposed team provides industry with technical support for transit projects including rolling stock document control systems experience. The technical team includes resources from WSP USA's pool of engineers experienced in transit applications. The proposed document control solution is developed on a Sharepoint platform and supported by WSP and Information Design Consultants, Inc. (IDCI).

### **Alliance/CMS/O2EPCM JV**

The Alliance/CMS/O2EPCM JV chose RailPlan International as its technical partner because of RailPlan's past experience in support of new rolling stock acquisitions, vehicle overhauls, and vehicle maintenance. The team provides program management and project controls support for Metro transit and rolling stock programs and local SBE capability.

### **MARRS Services, Inc.**

MARRS Services, Inc. has teamed with Atkins North America/SNCLavalin as a significant subcontractor for its bus procurement expertise, and KAYGEN for IT programming support. The team provides project control support services to transit agencies for engineering, procurement, and construction.

### **Virginkar and Associates, Inc.**

Virginkar and Associates, Inc. is a certified Small Business Enterprise (SBE) that specializes in rolling stock design, manufacture, assembly, inspection, test, shipping, operations, and maintenance. Virginkar has teamed with STV as its primary technical support service provider, to provide services related to rolling stock procurements and the necessary support services.

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	<b>Capitol GCS</b>				
3	Degree of the Team's Skill and Experience	7.50	35.00%	26.25	
4	Proposed Resources	8.10	20.00%	16.19	
5	Understanding and Effectiveness of Execution Plan	8.33	20.00%	16.67	
6	Price		25.00%	22.63	
7	<b>Total</b>		<b>100.00%</b>	<b>81.74</b>	<b>1</b>
8	<b>Alliance/CMS/O2EPCM JV</b>				
9	Degree of the Team's Skill and Experience	7.08	35.00%	24.79	
10	Proposed Resources	6.51	20.00%	13.02	
11	Understanding and Effectiveness of Execution Plan	6.83	20.00%	13.67	
12	Price		25.00%	23.99	
13	<b>Total</b>		<b>100.00%</b>	<b>75.47</b>	<b>2</b>
14	<b>MARRS, Inc.</b>				
15	Degree of the Team's Skill and Experience	6.67	35.00%	23.33	
16	Proposed Resources	6.88	20.00%	13.75	
17	Understanding and Effectiveness of Execution Plan	6.78	20.00%	13.56	
18	Price		25.00%	24.34	
19	<b>Total</b>		<b>100.00%</b>	<b>74.98</b>	<b>3</b>
20	<b>Virginkar and Associates</b>				
21	Degree of the Team's Skill and Experience	6.71	35.00%	23.48	
22	Proposed Resources	6.19	20.00%	12.39	
23	Understanding and Effectiveness of Execution Plan	6.75	20.00%	13.50	
24	Price		25.00%	25.00	
25	<b>Total</b>		<b>100.00%</b>	<b>74.37</b>	<b>4</b>

### **C. Cost/Price Analysis**

The recommended price has been determined to be fair and reasonable based upon adequate competition, an independent cost estimate, cost analysis, technical evaluation, fact finding, and negotiations.

	<b>Proposer Name</b>	<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Negotiated or NTE amount</b>
1.	Alliance/CMS/O2EPCM	\$ 2,056,374	\$ 1,674,560	\$ 1,777,839
2.	Capitol GCS	\$ 2,186,095	\$ 1,674,560	\$ 1,884,286
3.	MARRS, Inc.	\$ 1,835,412	\$ 1,674,560	\$ 1,751,974
4.	Virginkar & Associates	\$ 1,763,606	\$ 1,674,560	\$ 1,705,684

Note that the Metro ICE does not include fee or travel in its calculation.

### **D. Background on Recommended Contractor**

The recommended firm, Capitol GCS, Inc., located in Irvine, California, has been in business since 2011 in the program management consulting field. Capitol GCS has supported a variety of rolling stock acquisition/overhaul support contracts with agencies such as LACMTA, Southern California Regional Rail (Metrolink), North County Transit District, and Washington DC Metropolitan Transit Agency.

## DEOD SUMMARY

**CONSULTING SERVICES FOR BUS CONTRACTS  
PROJECT CONTROL SUPPORT/PS50321**

**A. Small Business Participation**

Pursuant to 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 a 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**.

Capitol Government Contract Specialists, an SBE Prime, is performing 61.74% of the work with its own workforce and made a total SBE commitment of 88.73%. The prime listed one (1) SBE firm, Information Design Consultants, Inc. and one (1) non-SBE firm, WSP, Inc. as subcontractors on this project.

**SMALL BUSINESS SET-ASIDE**

	<b>SBE Contractor</b>	<b>SBE % Committed</b>
1.	Capitol Government Contract Specialists (Prime)	61.74%
2.	Information Design Consultants, Inc.	26.99%
	<b>Total Commitment</b>	<b>88.73%</b>

**B. Living Wage and Service Contract Worker Retention Policy Applicability**

The Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) 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.

**Board Report**

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**File #:** 2018-0399, **File Type:** Contract

**Agenda Number:** 45.

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**REGULAR BOARD MEETING  
SEPTEMBER 27, 2018**

**SUBJECT: PASADENA SUBDIVISION SHARED USE AGREEMENT FOR THE GOLD LINE  
FOOTHILL EXTENSION PHASE 2B**

**ACTION: APPROVE RECOMMENDATION**

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute an amendment to the Pasadena Subdivision Shared Use Agreement (SUA) with BNSF Railway Company ("BNSF") for the Gold Line Foothill Extension Phase 2B Project (Attachment A).

**ISSUE**

At its March 2011 meeting, the Metro Board authorized a Settlement Agreement with BNSF related to the Gold Line Foothill Extension Phase 2A Project. The purpose of this amendment is to add the Gold Line Foothill Extension Phase 2B ("Project") from Glendora to Montclair, which is the continuation of the Phase 2A Project via a shared corridor with freight and commuter rail lines. The Phase 2B Project will be operated by Metro, and is being constructed on the Pasadena Subdivision by the Foothill Gold Line Construction Authority.

BNSF has also proposed an amendment to the SUA specifically related to relocation of BNSF Freight tracks as part of the Phase 2B Project, which is incorporated in the proposed amendment.

**BACKGROUND**

The Phase 2B Project from Glendora to Montclair is a 12.3-mile extension of the Metro Gold Line light rail system that currently runs between East Los Angeles and Azusa. The Project is part of the growing network of rail lines in Los Angeles County and will add new stations, one in each of the corridor cities: Glendora, San Dimas, La Verne, Pomona, Claremont and Montclair. The Glendora to Montclair segment will be built along the former Atchison, Topeka and Santa Fe (ATSF) railroad right-of-way and will share the 100-foot-wide (on average) rail corridor with freight throughout and Metrolink from Pomona east to Montclair. While the different rail services will share the corridor, they will not share tracks or stations.

Metro and BNSF are parties to a SUA (Pasadena Subdivision (Los Angeles County) dated October 30, 1992, as successors in interest to the Los Angeles County Transportation Commission and the ATSF, respectively. The SUA governs the party's relationship concerning BNSF use of the Pasadena



subdivision pursuant to the Reserved Rail Freight Service Easement.

## **DISCUSSION**

Currently, the SUA does not include the Gold Line Foothill Phase 2B Project. Approval of the staff recommendation will formally incorporate the Phase 2B Project. In addition, the BNSF Freight track and systems will be relocated as part of the Phase 2B Project being constructed on Metro Right of Way. The proposed amendment to the SUA with BNSF provides indemnification to BNSF for any claims arising out of the relocation of the freight track. The amendment also provides BNSF the opportunity to review, comment on, and approve design plans related to relocation of the freight track.

Metro staff and legal counsel have reviewed the amendment and take no exception to the proposed language. Authorization of this amendment will help to facilitate and expedite review and approval of design for the Phase 2B Project and assure that freight track relocation has been reviewed and approved by the freight operator.

## **DETERMINATION OF SAFETY IMPACT**

There is no safety impact resulting from this report

## **FINANCIAL IMPACT**

There is no financial impact resulting from this report.

## **NEXT STEPS**

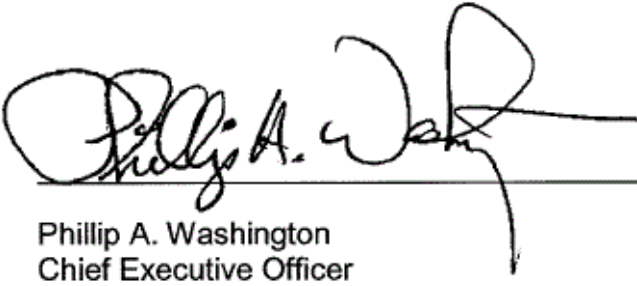
Upon Board approval, Metro will execute the amendment to the Pasadena Subdivision SUA for the Gold Line Foothill Extension Phase 2B Project.

## **ATTACHMENTS**

Attachment A - Proposed Amendment to Shared Use Agreement  
Attachment B - Pasadena Subdivision Section Shared Use Agreement

Prepared by:  
Rick M. Meade, Senior Executive Officer, (213) 922-7917

Reviewed by:  
Richard Clarke, Chief Program Management Officer, (213) 922-7557  
Greg Kildare, Chief of Risk, Safety, & Asset Management, (213) 922-4971



Phillip A. Washington  
Chief Executive Officer

**AGREEMENT**  
**(Pasadena Subdivision, Los Angeles County)**

This Agreement (“Agreement”) effective as of \_\_\_\_\_, 201\_\_ is entered into between BNSF Railway Company (“BNSF”), a Delaware corporation that is the successor following merger to The Atchison, Topeka and Santa Fe Railway Company and Los Angeles County Metropolitan Transportation Authority (“LACMTA”), a government agency organized under the laws of the state of California, formerly known as the Los Angeles County Transportation Commission.

A. BNSF and LACMTA are parties to that certain Shared Use Agreement (Pasadena Subdivision, Los Angeles County) dated as of October 30, 1992 as amended by that certain Agreement (the “First Amendment”) dated as of March 31, 2011 (as amended, the “SUA”) which governs their respective rights and obligations in and to the Property.

B. All capitalized terms used herein and not otherwise defined shall have the meanings specified in the SUA. LACMTA shall have the same meaning as the term “Agency” as it is used in the SUA, and BNSF shall have the same meaning as the term “Santa Fe” as it is used in the SUA.

C. As contemplated in the First Amendment LACMTA extended its current light rail service eastward over the Pasadena Subdivision from Pasadena, California to Azusa, California (“Phase 2A”).

D. Phase 2A required that BNSF cease Freight Rail Service and quitclaim and release any rights in and to the Reserved Freight Rail Service Easement as to that portion of the Property between the western end of the Pasadena Subdivision at Milepost 124.2, just east of the Santa Anita Blvd. at-grade crossing in Arcadia, California, and Milepost 119.35, just east of the San Gabriel River, in Irwindale, California (this rail line segment being referenced hereinafter as the “West End Segment”).

E. Phase 2A also required the relocation of the existing BNSF main line and other rail facilities, as described in the Conceptual Plan, as defined herein, starting with MP 119.35, the area near the Miller Brewery in Irwindale, and ending near MP 115.4, near the Azusa/Citrus Station (this rail line segment being referenced hereinafter as the “East End Segment”).

F. The parties contemplated in the First Amendment that LACMTA would subsequently further extend its light rail service from Glendora to Montclair, CA (“Phase 2B”), which will require the relocation of the existing BNSF main line and other rail facilities between mileposts 104 and 115.4 (the “Phase 2B Segment”). In negotiating the extension, the parties agreed Exhibit E of the SUA had to be amended to express the agreement of the parties regarding subrogation.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants contained herein BNSF AND LACMTA agree as follows:

1. Except as provided below in this Paragraph, BNSF, its assigns, investors, parent companies, subsidiaries, successors and related or associated persons or entities of any type, and each past or present employee, agent, representative, officer, director, stockholder, partner, attorney, or any other person, firm or corporation now, previously or hereafter affiliated in any manner with BNSF, hereby releases and discharges LACMTA, and each of its present or former directors, officers, agents, employees, attorneys, successors and assigns, from any and all claims, debts, liabilities, causes of action, known or unknown, which any such releasing party now owns or holds, or has at any time owned or held, against any of the released parties by reason of any act, omission, matter, cause or thing whatsoever relating to or arising out of the relocation of BNSF tracks in accordance with the terms of this Agreement. Except as provided below in this Paragraph, LACMTA, its assigns, parent entities, subsidiaries, successors and related or associated persons or entities of any type, and each past or present employee, agent, representative, officer, director, stockholder, partner, attorney, or any other person, firm or government agency now, previously or hereafter affiliated in any manner with LACMTA, hereby releases and discharges BNSF, and each of its present or former directors, officers, agents, employees, attorneys, successors and assigns, from any and all claims, debts, liabilities, causes of action, known or unknown, which any such releasing party now owns or holds, or has at any time owned or held, against any of the released parties by reason of any act, omission, matter, cause or thing whatsoever relating to or arising out of the relocation of BNSF tracks in accordance with the terms of this Agreement. Notwithstanding the foregoing provisions of this Paragraph, nothing in this Agreement is intended to release any claims, rights or indemnifications that either Party may have as a result of any incidents of damage to property (including contamination of any real property) or injury or death to persons that occur prior to the date of this Agreement; it being agreed that as between the Parties, the terms of the SUA in effect prior to the date of this Agreement shall continue to apply with respect to any such incidents that occur prior to the Closing.
3. LACMTA shall construct on the Phase 2B Segment in accordance with the conceptual plans approved by BNSF and attached hereto as Exhibit A (the "Approved Conceptual Plans") and in accordance with the construction phasing plan attached hereto as Exhibit B (the "Construction Phase Plan") in order to avoid interrupting Freight Rail Service.
4. As the Approved Conceptual Plans evolve into 100% design level plans, BNSF shall have the right to review, comment and approve plans for track work on the Phase 2B Segment in accordance with the same process described in Exhibit "D" to the First Amendment. The Parties will work cooperatively and coordinate their respective activities during the design and construction process to minimize any impacts to their respective operations and activities. In addition, BNSF will support LACMTA (at LACMTA's expense) in filing and obtaining any regulatory approvals necessary for construction or operation of the Light Rail Tracks and the Freight Track, including California Public Utilities Commission (CPUC) crossing approvals and Federal Railroad Administration (FRA) petition approval.
5. Effective as of the date of this Agreement, the SUA (and particularly, the First Amendment) is amended such that the term East End Segment is amended to include the

Phase 2B Segment and Exhibit "E" is amended and restated as set forth in Exhibit E hereto (so named for consistency with the First Amendment), and shall apply with respect to the Phase 2B Segment as well as the remainder of the East End Segment. With respect to any other portions of the Property, the SUA shall remain unmodified.

6. All rights and obligations of BNSF and LACMTA in the SUA that are not expressly amended by this Agreement shall remain unchanged by this Agreement.
7. This Agreement shall be binding upon BNSF, LACMTA and their respective successors and permitted assignees.
8. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
9. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, authorized representatives of BNSF and LACMTA have duly executed this Agreement as of the day and year first written herein.

BNSF RAILWAY COMPANY

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Title:

Acknowledged and agreed to as to paragraphs 5, 7, 8, 9 and Exhibit E only by:  
SOUTHERN CALIFORNIA REGIONAL  
RAILROAD AUTHORITY

By: \_\_\_\_\_  
Title:

**EXHIBIT A**

**Approved Conceptual Plans**

**EXHIBIT B**

**Construction Phasing Plan**



## **EXHIBIT E**

The SUA is hereby amended by adding new Article 18 which shall apply only to the East End Segment (starting with MP 119.35 on the Pasadena Subdivision, the area near the Miller Brewery in Irwindale, and ending at MP 104.

1.       “ARTICLE 18. EAST END SEGMENT

18.1 With respect to the East End Segment, all terms and conditions of the SUA shall apply except as specifically set forth in this Article 18.

18.2 Section 3.5 of the SUA is amended by adding after the third sentence thereof the following: “Notwithstanding the foregoing, Liability for injury or death of persons on such cars and Trains occurring on the East End Segment shall be governed by Article 19 (see Sections 19.1.1 and 19.3(b)).”

18.3 Section 4.1(a) of the SUA is amended by deleting the third sentence thereof.

18.4 Personal and Property Liability on the East End Segment shall be governed by Article 19 of the SUA; Article 8 of the SUA shall not apply to the East End Segment (except to the extent specifically incorporated into Article 19 below).

18.5 Insurance on the East End Segment shall be governed by Article 20 below, Article 9 of the SUA shall not apply to the East End Segment (except to the extent specifically incorporated into Article 20 below).”

2.       The SUA is hereby amended by adding new Article 19 which shall apply only to the East End Segment.

“ARTICLE 19. EAST END SEGMENT: PERSONAL AND PROPERTY  
LIABILITY

19.1 The parties shall allocate Liability as between them as follows to the extent allowed by law:

19.1.1 Santa Fe shall be responsible for all Liability incurred by Santa Fe, or any Santa Fe Party, or their respective Employee, customer, shipper, receiver, supplier, or Santa Fe Invitee;

19.1.2 Agency shall be responsible for all Liability incurred by Agency, any Agency Party, or their respective Employee, Agency Invitee,

Commuter or Passenger; and

19.1.3 If Amtrak operates on the East End Segment in the future, as between the Agency and Santa Fe, the party who grants Amtrak the right to operate on the East End Segment shall be responsible for all Liability incurred by Amtrak and notwithstanding the definition of “Passenger” under the SUA, if Santa Fe grants Amtrak the right to operate on the East End Segment, a passenger of Amtrak shall be deemed to be a Santa Fe Party and if Agency grants Amtrak the right to operate on the East End Segment, a passenger of Amtrak shall be deemed to be an Agency Party. For purposes of this Article 19, a Santa Fe Train shall be defined to include an Amtrak train if Santa Fe grants Amtrak the right to operate on the East End Segment and an Agency Train shall be defined to include an Amtrak train if the Agency grants Amtrak the right to operate on the East End Segment.

19.2 Further, to the extent allowed by law, the parties shall allocate Liability (as between them only and this provision shall not grant any rights to any Third Party) incurred as to a Third Party, as follows:

19.2.1 Liability to a Third Party arising out of an incident involving only a Santa Fe Train and not an Agency Train shall be Santa Fe’s responsibility;

19.2.2 Liability to a Third Party arising out of an incident involving only Agency Trains shall be Agency’s responsibility;

19.2.3 Liability to a Third Party arising out of an incident involving both (i) a Santa Fe Train, and (ii) an Agency Train shall be allocated 10 % to Santa Fe and 90 % to Agency; and

19.2.4. Liability to a Third Party not arising out of an incident involving a Santa Fe Train, Agency Train shall be allocated to the Party responsible under this Agreement for maintaining the area or facility on the East End Segment on which the incident occurred.

19.3 For purposes of this Article 19, (a) Agency Train shall include any light rail vehicle operated by Agency, (b) any person aboard freight customer Trains, board of directors Trains, employee excursion Trains, or Trains with government officials (including business cars at the end of freight Trains) as contemplated in Section 3.5 shall be considered a Santa Fe Party and not a Passenger or Commuter, (c) “Santa Fe Invitee” shall be defined as a person who comes onto the Property upon invitation by Santa Fe (which shall include persons present at the express or implied invitation of BNSF) and (d) “Agency Invitee” shall be defined as a person who comes onto the Property upon invitation by Agency (which shall include persons present at the express or implied invitation of

Agency). SCRRA or any other Operator of Agency is an Agency Party and shall not be considered a Santa Fe Invitee for any reason.

19.4 Santa Fe shall indemnify, defend and hold Agency harmless from and against all Liabilities which are Santa Fe's responsibilities pursuant to Sections 19.1.1, 19.1.3, 19.2.1, 19.2.3 and 19.2.4, as applicable, and the terms of this Article 19; provided, however, that such indemnification and agreement to defend and hold harmless shall apply only to the extent: (i) allowed by applicable laws or governmental regulations; (ii) that Santa Fe can legally obtain insurance coverage for the Liabilities covered by such indemnification and agreements to defend and hold harmless; and (iii) the Liabilities do not include punitive or exemplary damages. In reviewing applicable laws or governmental regulations, the parties will consider California Civil Code section 1668, California Insurance Code section 533 and 49 U.S.C. section 28103(b). The Parties agree that this Agreement is not intended to be a construction contract.

19.5 Agency shall indemnify, defend and hold Santa Fe harmless from and against all Liability which are Agency's responsibilities pursuant to Sections 19.1.2, 19.1.3, 19.2.2, 19.2.3 and 19.2.4, as applicable, and the terms of this Article 19; provided, however, that such indemnification and agreement to defend and hold harmless shall apply only to the extent: (i) allowed by applicable laws or governmental regulations; (ii) that Agency can legally obtain insurance coverage for the Liabilities covered by such indemnification and agreements to defend and hold harmless; and (iii) the Liabilities do not include punitive or exemplary damages. In reviewing applicable laws or governmental regulations, the parties will consider California Civil Code section 1668, California Insurance Code section 533 and 49 U.S.C. section 28103(b). The Parties agree that this Agreement is not intended to be a construction contract.

19.6 The provisions of this Article 19 concerning Liability shall bind and inure to the benefit of only Agency and Santa Fe, and no other person or entity shall be entitled to rely upon or benefit from any of such provisions, except during construction of the Agency's light rail line on the East End Segment, the Pasadena Gold Line Construction Authority shall have the same benefits as the Agency under this Article 19. Nothing contained in this Agreement shall impose any liability upon the Agency or Santa Fe in favor of any such other person or entity, relieve any such other person or entity from any liability it may have for any Liabilities described in this Agreement, or obligate the Agency or Santa Fe to defend, indemnify or hold harmless any such other person or entity against any such Liabilities.

19.7. Sections 8.2 (h), (i), (j) and (k), which subsection 8.2(k) refers to Section 3.5 of the SUA as modified herein, of the SUA and Section 8.3 of the SUA are hereby incorporated into this Article 19 by reference and shall apply to the East End Segment.”

3. The SUA is hereby amended by adding new Article 20 which shall apply only to the East End Segment.

“ARTICLE 20. EAST END SEGMENT: INSURANCE

20.1. During the period of time Agency, or Gold Line on behalf of the Agency, is constructing its light rail line on the East End Segment, Agency shall acquire and maintain general liability coverage of \$100 million per occurrence for Agency, Contractor and Santa Fe. Once Agency commences passenger rail service for its light rail line on the East End Segment, Agency shall acquire and maintain general liability coverage of \$200 million per occurrence for Agency, its Operator and Santa Fe, or an amount as set forth by federal legislation as a limit on liability for commuter and passenger operations.

20.2 Agency shall maintain coverage for: (i) Agency and Agency Parties and/or Santa Fe’s conduct that give rise to Liability where Agency is required to indemnify Santa Fe against such Liability as set forth in Article 19 above, and (ii) other liabilities of Agency as may be covered by such policies.

20.3 Agency shall be responsible for paying a self insured retention or deductible and Agency’s policy of insurance shall have a self insured retention or deductible of no more than \$20 million, increasing annually at the national CPI-U or such higher amount as mutually agreed by the parties. The amount of any self insured retention or deductible below \$20 million will be determined by Agency.

20.4 The Parties may renegotiate of the limits of coverage of both Parties every 5 years upon 1 year notice, or if federal legislation limiting liability for passenger rail service is overturned, revoked or otherwise becomes ineffective as the result of a federal statutory change or a final, non-appealable, court ruling, or if federal legislation reduces liability limits. Except with respect to a change in insurance caused by the events regarding federal legislation described in the preceding sentence, any renegotiation shall be based on the national CPI-U and prevailing conditions in the liability insurance market, take into account any safety improvements or enhancements implemented by one or both parties or installed on one or more of the covered rail lines, and any dispute shall be resolved by arbitration in accordance with the procedures set forth in Article 12 of the SUA; such adjustments shall also apply to the self insured retention or deductible.

20.5 Agency shall not be required to maintain liability coverage above limits set by federal legislation applicable to passenger or commuter rail operations, but in no event shall Agency maintain coverage of less than \$200 million per occurrence, except as expressly provided in Section 20.1 above. Agency also shall not be required to maintain liability coverage in excess of \$200 million for any year that would result in its having to pay 125% of the prior year’s premium amounts (except for the initial purchase pursuant to this Article 20).

20.6 Agency's insurance shall be primary and non-contributing.

20.7 Santa Fe shall be a named insured under Agency's policy, however, Agency's insurance coverage described herein will only be available to Santa Fe where Agency is required to be responsible for claims handling or to indemnify Santa Fe under the terms of Articles 19 and 20 of the SUA.

20.8 If Agency's required coverage lapses or is not obtained when required, upon reasonable notice and an opportunity to cure, Santa Fe may, but will not be required to, obtain such coverage, and Agency shall reimburse Santa Fe for all costs associated with such procurement of insurance and premiums. Any dispute regarding coverage shall be resolved by arbitration in accordance with the procedures set forth in Article 12 of the SUA.

20.9 Agency's insurance is intended to apply to all liability against which Agency is required to be responsible for claims and to indemnify Santa Fe under the terms of Article 19 and 20 of the SUA (but such coverage shall only apply to the extent permitted by law, including but not limited to California Civil Code section 1668, California Insurance Code Section 533 and 49 U.S.C. section 28103(b), and shall not include punitive damages).

20.10 During the period of time Agency or Gold Line is constructing its light rail line on the East End Segment, Santa Fe shall acquire and maintain general liability insurance coverage of \$150,000,000 per occurrence for Santa Fe and Agency. Once Agency commences passenger rail service for its light rail line on the East End Segment, Santa Fe shall acquire and maintain general liability coverage of \$200 million per occurrence for Santa Fe and Agency, or an amount as set forth by federal legislation as a limit on liability for commuter and passenger operations.

20.11 Santa Fe shall maintain coverage for: (i) Santa Fe and Santa Fe Parties and/or Agency's conduct that give rise to Liability where Santa Fe is required to indemnify Agency against such Liability as set forth in Article 19 above, and (ii) other liabilities of Santa Fe as may be covered by such policies

20.12 Santa Fe shall be responsible for paying a self insured retention or deductible and Santa Fe's policy of insurance shall have a self insured retention or deductible of no more than \$20 million, or such higher amount as mutually agreed by the parties. The amount of any self insured retention or deductible below \$20 million will be determined by Santa Fe.

20.13 Santa Fe's insurance shall be primary and non-contributing.

20.14 Agency shall be a named insured under Santa Fe's policy, however, Santa Fe's insurance coverage described herein will only be available to Agency where

Santa Fe is required to be responsible for claims handling or to indemnify Agency under the terms of Articles 19 and 20 of the SUA.

20.15 Santa Fe's insurance is intended to apply to all liability against which Santa Fe is required to be responsible for claims and to indemnify Agency under the terms of Article 19 and 20 of the SUA (but such coverage shall only apply to the extent permitted by law, including but not limited to California Civil Code section 1668, California Insurance Code Section 533 and 49 U.S.C. section 28103(b), and shall not include punitive damages).

20.16 Agency will require all other passenger railroads using the East End Segment to maintain insurance similar to Agency.

20.17 Agency and Santa Fe shall look first to available insurance proceeds to pay any claims covered by the indemnity provisions in this SUA, and insurance payments will be applied against any such indemnity obligations to reduce or eliminate such indemnity obligations.

20.18 Section 9.2 of the SUA is hereby incorporated herein by reference and shall apply to the East End Segment.

20.19 Nothing in this Agreement limits the right of Agency to pursue any other third party (other than a Santa Fe Party or their respective Employee, customer, shipper, receiver, supplier, or Santa Fe Invitee), or of Santa Fe to pursue any other third party (other than an Agency Party or their respective Employee, Agency Invitee, Commuter or Passenger), for indemnity, contribution or otherwise as may be permitted by law or in equity, in the payment of any Liabilities. Agency, SCRRA, and Santa Fe waive subrogation against each other.

4. Except as expressly amended hereby, the SUA remains in full force and effect as originally executed. All rights and obligations of the parties under the SUA that are not expressly amended hereby shall remain unchanged by this Amendment.





**AGREEMENT  
(Pasadena Subdivision, Los Angeles County)**

This Agreement (“Agreement”) effective as of \_\_\_\_\_, 201\_\_ is entered into between BNSF Railway Company (“BNSF”), a Delaware corporation that is the successor following merger to The Atchison, Topeka and Santa Fe Railway Company and Los Angeles County Metropolitan Transportation Authority (“LACMTA”), a government agency organized under the laws of the state of California, formerly known as the Los Angeles County Transportation Commission.

A. BNSF and LACMTA are parties to that certain Shared Use Agreement (Pasadena Subdivision, Los Angeles County) dated as of October 30, 1992 as amended by that certain Agreement (the “First Amendment”) dated as of March 31, 2011 (as amended, the “SUA”) which governs their respective rights and obligations in and to the Property.

B. All capitalized terms used herein and not otherwise defined shall have the meanings specified in the SUA. LACMTA shall have the same meaning as the term “Agency” as it is used in the SUA, and BNSF shall have the same meaning as the term “Santa Fe” as it is used in the SUA.

C. As contemplated in the First Amendment LACMTA extended its current light rail service eastward over the Pasadena Subdivision from Pasadena, California to Azusa, California (“Phase 2A”).

D. Phase 2A required that BNSF cease Freight Rail Service and quitclaim and release any rights in and to the Reserved Freight Rail Service Easement as to that portion of the Property between the western end of the Pasadena Subdivision at Milepost 124.2, just east of the Santa Anita Blvd. at-grade crossing in Arcadia, California, and Milepost 119.35, just east of the San Gabriel River, in Irwindale, California (this rail line segment being referenced hereinafter as the “West End Segment”).

E. Phase 2A also required the relocation of the existing BNSF main line and other rail facilities, as described in the Conceptual Plan, as defined herein, starting with MP 119.35, the area near the Miller Brewery in Irwindale, and ending near MP 115.8, near the Azusa/Citrus Station (this rail line segment being referenced hereinafter as the “East End Segment”).

F. The parties contemplated in the First Amendment that LACMTA would subsequently further extend its light rail service from Glendora to Montclair, CA (“Phase 2B”), which will require the relocation of the existing BNSF main line and other rail facilities between mileposts \_\_\_\_\_ and \_\_\_\_\_ (the “Phase 2B Segment”).

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants contained herein BNSF AND LACMTA agree as follows:

1. Except as provided below in this Paragraph, BNSF, its assigns, investors, parent companies, subsidiaries, successors and related or associated persons or entities of any type, and each past or present employee, agent, representative, officer, director, stockholder, partner, attorney, or any other person, firm or corporation now, previously or hereafter affiliated in any manner with BNSF, hereby releases and discharges LACMTA, and each of its present or former directors, officers, agents, employees, attorneys, successors and assigns, from any and all claims, debts, liabilities, causes of action, known or unknown, which any such releasing party now owns or holds, or has at any time owned or held, against any of the released parties by reason of any act, omission, matter, cause or thing whatsoever relating to or arising out of the relocation of BNSF tracks in accordance with the terms of this Agreement. Except as provided below in this Paragraph, LACMTA, its assigns, parent entities, subsidiaries, successors and related or associated persons or entities of any type, and each past or present employee, agent, representative, officer, director, stockholder, partner, attorney, or any other person, firm or government agency now, previously or hereafter affiliated in any manner with LACMTA, hereby releases and discharges BNSF, and each of its present or former directors, officers, agents, employees, attorneys, successors and assigns, from any and all claims, debts, liabilities, causes of action, known or unknown, which any such releasing party now owns or holds, or has at any time owned or held, against any of the released parties by reason of any act, omission, matter, cause or thing whatsoever relating to or arising out of the relocation of BNSF tracks in accordance with the terms of this Agreement. Notwithstanding the foregoing provisions of this Paragraph, nothing in this Agreement is intended to release any claims, rights or indemnifications that either Party may have as a result of any incidents of damage to property (including contamination of any real property) or injury or death to persons that occur prior to the date of this Agreement; it being agreed that as between the Parties, the terms of the SUA in effect prior to the date of this Agreement shall continue to apply with respect to any such incidents that occur prior to the Closing.
  
3. LACMTA shall construct on the Phase 2B Segment in accordance with the conceptual plans approved by BNSF and attached hereto as Exhibit A (the “Approved Conceptual Plans”) and in accordance with the construction phasing plan attached hereto as Exhibit B (the “Construction Phase Plan”) in order to avoid interrupting Freight Rail Service.
  
4. As the Approved Conceptual Plans evolve into 100% design level plans, BNSF shall have the right to review, comment and approve plans for track work on the Phase 2B Segment in accordance with the same process described in Exhibit “D” to the First Amendment. The Parties will work cooperatively and coordinate their respective activities during the design and construction process to minimize any impacts to their respective operations and activities. In addition, BNSF will support LACMTA (at LACMTA’s expense) in filing and obtaining any regulatory approvals necessary for construction or operation of the Light Rail Tracks and the Freight Track, including California Public Utilities Commission (CPUC) crossing approvals and Federal Railroad Administration (FRA) petition approval.
  
5. Effective as of the date of this Agreement, the SUA is amended such that the term East End Segment is amended to include the Phase 2B Segment and the Exhibit “E” terms shall apply with respect to the Phase 2B Segment as well as the remainder of the East End

Segment. With respect to all other portions of the Property, the SUA shall remain unmodified.

6. Prior to construction of any further extensions of the light rail system over the Pasadena Subdivision, the parties will meet to discuss the implementation of Phase 2B, which discussions will include, without limitation, indemnity and insurance obligations between the parties. Each party reserves any and all rights they might have under the SUA with respect to.
7. All rights and obligations of BNSF and LACMTA in the SUA that are not expressly amended by this Agreement shall remain unchanged by this Agreement.
8. This Agreement shall be binding upon BNSF, LACMTA and their respective successors and permitted assignees.
9. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.
10. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, authorized representatives of BNSF and LACMTA have duly executed this Agreement as of the day and year first written herein.

BNSF RAILWAY COMPANY

LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_  
Title:

By: \_\_\_\_\_  
Title:

**EXHIBIT A**

**Approved Conceptual Plans**

**EXHIBIT B**  
**Construction Phasing Plan**



**Board Report**

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**File #:** 2018-0244, **File Type:** Contract

**Agenda Number:** 48.

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**REGULAR BOARD MEETING  
SEPTEMBER 27, 2018**

**SUBJECT: CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR METRO RAIL  
PROJECTS**

**ACTION: APPROVE RECOMMENDATIONS**

**RECOMMENDATION**

AUTHORIZE:

- A. an increase to the total authorized funding for Contract No. PS601830026445 with Destination Enterprises, Inc., for pending and future task orders to provide Construction Management Support Services (CMSS), in an amount not to exceed \$6,123,000 increasing the total contract value from \$3,000,000 to \$9,123,000; and
- B. the Chief Executive Officer to execute individual Task Orders (TOs) and Contract Modifications within the Board approved contract funding amount.

**ISSUE**

In December 2016, the Metro Board awarded contract PS601830026445 to Destination Enterprises (DE), a Metro Small Business Enterprise and female owned firm, for CMSS for rail facilities in an amount of \$3,000,000 for a term of three years, inclusive of two one-year options. To date, staff has awarded task orders totaling \$2,493,336 and has approximately \$500,000 of the authorized funding remaining. The amount remaining is not sufficient to support capital projects that are currently in planning or under contract.

**BACKGROUND**

The primary role of DE is to provide skilled and qualified staff to augment Metro staff in the performance of construction management services for Metro's rail facilities construction contracts. Both Metro and DE staff work side-by-side in integrated project management offices (IPMO). In essence, the DE contract allows Metro to efficiently and effectively augment Metro Construction Management staff as required, so that the proper resources required to manage a contract are available to Metro both in terms of staff availability and technical expertise. Contract funds are

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authorized by issuing separate TOs for various projects using labor classifications and rates set forth in the contract, with funding solely supported through their respective Life of Project budget. This method of funding and releasing work under the contract results in more efficient cost and schedule management, since TOs and modifications to existing TOs are negotiated and issued as the work or changed work is identified and defined. For each TO or modification, Metro prepares a scope of work and an estimate of hours, and DE subsequently provides a proposal. If there is a discrepancy, Metro and DE will fact-find and negotiate the hours. After agreement, the task order is issued and the work proceeds.

The initial \$3,000,000 contract award was calculated based on three years of small to midsize TOs, primarily for Resident Engineers, Office Engineers, Inspectors and night-time oversight on construction jobsites for rail facilities capital projects. However, due to the technical expertise of DE's staff, their team has also been able to assist Metro with other needs, such as constructability reviews, cost and schedule analysis, and railroad flagging operations. DE's services are also being used to support projects funded by departments outside of Program Management. For example, DE was able to provide support for Division 14 Rail Operations and Maintenance Facility in Santa Monica, Inspection support for Metro Facilities grouting and repairs within the Red Line tunnel, and oversight for adjacent development construction along multiple rail lines.

### *The New Blue*

DE's original scope of work included Metro Blue Line Rail Replacement and Booting project, Metro Blue Line Overhead Catenary System Rehabilitation, and Metro Blue Line Signal System Rehabilitation. These individual projects are now included in the New Blue initiative. However, since the execution of the DE contract, the scope and magnitude of these projects has increased, and the New Blue initiative has commenced. The New Blue now includes Willowbrook/Rosa Parks Rehabilitation, along with multiple additional Maintenance of Way and State of Good Repair projects. Additionally, the plan to perform the New Blue initiative under full closures of the Metro Blue Line now requires 2<sup>nd</sup> and 3<sup>rd</sup> shift work that was not contemplated within DE's original scope of work. Due to the complex nature of the New Blue, staff has determined that consistency of project and construction management across the multiple New Blue projects is desired. It is primarily due to this support that staff is requesting additional funding. Current budget forecasts reflect a total value of \$6,123,000 in staff augmentation for projects related to the New Blue. A listing of the current task orders, proposed projects, and forecasted task order amounts is included as Attachment B. As shown on the attachment, the requested contract value is \$9,123,000.

Destination Enterprises, a SBE Prime, made a 56% SBE commitment. Destination Enterprises is currently exceeding their SBE commitment with an SBE participation of 64.46%.

## **DETERMINATION OF SAFETY IMPACT**

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

### **FINANCIAL IMPACT**

The funding for these services is included in the approved FY19 budget in various rail facilities capital projects, as indicated in Attachment B. Task Orders will be issued and funded from the associated life-of-project (LOP) budgets. The funding source differs depending on the individual project. The contract task orders can only be issued when there is sufficient funding within the approved life-of-project budget for each respective project.

Since this is a multi-year contract, the cost center manager, Chief Program Management Officer and Deputy Executive Officer, Construction Management will be responsible and accountable for budgeting the cost of the annual work program for the current and future fiscal years for the term of the contract, including any option(s) exercised.

### **Impact to Budget**

Funding for this action will come from various sources eligible for rail facilities capital expenditures and major construction projects funded with specific grant and local sales tax matching sources. Approval of this action will result in use of funding which are also eligible for Rail Operations.

### **ALTERNATIVES CONSIDERED**

The Board may elect to discontinue using Destination Enterprises, Inc., for CMSS. Staff does not recommend this alternative as the construction projects are in various degrees of completion and the loss of staff would cause these projects to be significantly impacted.

Another alternative would be to hire Metro staff to perform the required services. This alternative is also not recommended since the intent of the CMSS is to augment Metro staff in terms of technical expertise and availability of personnel. CMSS are typically required on a periodic or short-term basis to accommodate for peak workloads or specific tasks over the life of the projects. Further, for some projects, the specific technical expertise required may not be available within the ranks of Metro staff, whereas the CMC consultant can provide the technical expertise on an as-needed basis.

### **NEXT STEPS**

Upon Board approval, staff will issue a contract modification and issue task orders, as needed.

### **ATTACHMENTS**

Attachment A - Procurement Summary  
Attachment B - Contract Task Order/Modification Log

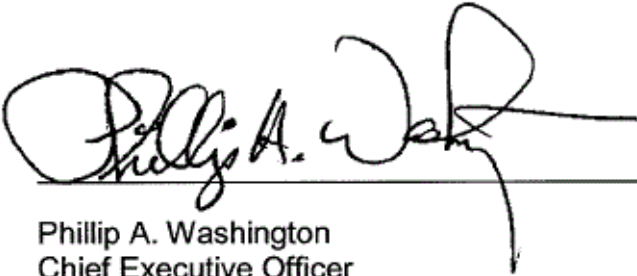


Attachment C - DEOD Summary

Prepared by: Brad Owen, Deputy Executive Officer, Construction Management (213) 418-3143  
Tim Lindholm, Executive Officer, Project Management (213) 922-7297

Reviewed by:

Debra Avila, Chief Vendor/Contracts Management Officer, (213) 418-3051  
Richard F. Clarke, Chief Program Management Officer, (213) 922-7447



Phillip A. Washington  
Chief Executive Officer

## PROCUREMENT SUMMARY

**CONSTRUCTION MANAGEMENT SUPPORT SERVICES (CMSS) FOR  
METRO RAIL PROJECTS / PS601830026445**

1.	<b>Contract Number:</b> PS601830026445		
2.	<b>Contractor:</b> Destination Enterprises, Inc.		
3.	<b>Mod. Work Description:</b> CMSS for Willowbrook/Rosa Parks Station, Metro Blue Line Signal Rehabilitation, Metro Blue Line Track and System Refurbishment, and Rail-to-River Active Transportation Corridor Project		
4.	<b>Contract Work Description:</b> Construction Management Support Services (CMSS) for Metro Rail Projects		
5.	<b>The following data is current as of:</b> May 4, 2018		
6.	<b>Contract Completion Status</b>		<b>Financial Status</b>
	<b>Contract Awarded:</b>	12/01/2016	<b>Contract Award Amount:</b> \$ 3,000,000.00
	<b>Notice to Proceed (NTP):</b>	01/27/2017	<b>Total of Task Orders and Modifications Approved:</b> \$ 2,493,335.89
	<b>Original Complete Date:</b>	01/27/2020	<b>Proposed and Pending Task Orders and Modifications (including this action):</b> \$ 6,506,180.76
	<b>Current Est. Complete Date:</b>	01/27/2021	<b>Current Contract Value (with this action):</b> \$ 9,123,000.00
7.	<b>Contract Administrator:</b> Robert Romanowski		<b>Telephone Number:</b> (213) 922-2633
8.	<b>Project Manager:</b> Brad Owen		<b>Telephone Number:</b> (213) 418-3143

**A. Procurement Background**

On December 1, 2016, the Board approved award of this SBE set-aside procurement of Contract No. PS601830026445 to Destination Enterprises, Inc., in the amount of \$3,000,000, for Construction Management Support Services (CMSS) including Resident Engineers, Office Engineers, Project Controls, and staff augmentation in those areas of expertise.

Destination Enterprises has two significant subcontractors on its team to help perform those services. To date, Arcadis U.S., Inc. has performed \$650,038.62 of the work and CER Scheduling Consultants has performed \$371,306.40 of the work.

Attachment B shows that seventeen Contract Task Orders and Modifications have been issued to date to authorize and/or delete work and two Contract Task Order Modifications are currently in negotiations.

This Board Action is to approve an increase to the total authorized funding for Contract No. PS601830026445 in support of additional Construction Management Support Services (CMSS) for projects including Willowbrook/Rosa Parks Station, Metro Blue Line Signal Rehabilitation, Metro Blue Line Track and System Refurbishment, and Rail-to-River Active Transportation Corridor Project. This Contract Modification also extends the period of performance through January 27, 2021.

**B. Cost/Price Analysis**

All direct labor rates and the negotiated fixed fee factor for this cost reimbursable plus fixed fee contract remain unchanged from the original contract.

A fair and reasonable price for all future Task Orders will be determined based upon fact finding, technical evaluation, cost analysis, and negotiations, before issuing work to the Consultant. Task Orders will be processed in accordance with Procurement Policies and Procedures, within the additional funding requested.

## CONTRACT TASK ORDER / MODIFICATION LOG

CONSTRUCTION MANAGEMENT SUPPORT SERVICES (CMSS) FOR  
METRO RAIL PROJECTS / PS601830026445

Mod/ Task Order (TO) No.	Description	Status	Contract Value (A)	Mod/ TO Value (B)	Board Approved CMA (C)
N/A	Initial Award		\$ 3,000,000.00		\$ 3,000,000.00
1	CMSS for Bob Hope Airport/ Hollywood Way Station: Resident Engineer (RE) & Inspector Support	Approved (in- process)		\$ 340,194.49	
Mod 1.1	Additional Level of Effort for Bob Hope Airport / Hollywood Way Station	Approved (in- process)		\$ 63,370.55	
2	CMSS for Ivy Station Culver City J.D. Project: RE Support	Approved (in- process)		\$ 128,958.80	
3	Railroad Flaggers Support for Metro Blue Line (MBL) Pedestrian and Swing Gate Installation Project	Approved (in- process)		\$ 323,352.20	
Mod 3.1	Railroad Flaggers Support for Metro Blue Line (MBL) Signal System Rehabilitation Project	Approved (in- process)		\$ 326,686.42	
4	CMSS for Metro Facilities Grouting & Repairs – Construction Inspector Support	Approved (in- process)		\$ 65,728.14	

Mod 4.1	Additional Level of Effort for Metro Facilities Grouting & Repairs – Construction Inspector Support	Approved (in-process)		\$ 200,076.19	
5	CMSS for Construction Management Manual Revision	Approved (Complete)		\$ 21,600.00	
6	CMSS for Rail to River – Project Controls Pre-Construction Services	Approved (in-process)		\$ 28,607.18	
7	<i>Eastside Access Project Controls</i>	<i>On Hold</i>		\$ 0.00	
8	Patsaouras Plaza Scheduling Support	Approved (in-process)		\$ 90,556.23	
Mod 8.1	Patsaouras Plaza – Field Engineer Support	Approved (in-process)		\$ 50,294.09	
9	Soundwall Package 11 Scheduling Support	Approved (in-process)		\$ 127,916.44	
10	LAX Airport / Metro Connector Scheduling Support	Approved (in-process)		\$ 52,888.53	
11	Construction Inspector Support Services in Support of LADWP Project	Approved (Complete)		\$ 9,894.39	
Mod 11.1	Deletion of Work and Closeout of Task Order #11	Approved (Complete)		(\$ 4,323.39)	
12	Willowbrook/ Rosa Parks Scheduling Support – Phase E&F	Approved (in-process)		\$ 52,888.53	

Mod 12.1	Willowbrook/ Rosa Parks – Office Engineer Support – Phase E&F	Approved (in-process)		\$ 77,375.52	
Mod 12.2	Additional Level of Effort for Willowbrook/ Rosa Parks – Office Engineer Support – Phase E&F	Approved (in-process)		\$ 91,058.41	
Mod 12.3	Willowbrook/Rosa Parks – Field Engineer Support – Phase E&F	Approved (in-process)		\$ 121,022.56	
13	Willowbrook/Rosa Parks Scheduling Support – Phase A&C	Approved (in-process)		\$ 18,449.49	
Mod 13.1	Willowbrook/Rosa Parks Scheduling Support – Phase A&C – No Cost Time Extension	Approved (in-process)		\$ 0.00	
14	Constructability Review for LAX Airport / Metro Connector (AMC) Project	Approved (in-process)		\$ 159,532.40	
15	Division 20 Widening Project – Inspection Support Services for Design Services	Approved (in-process)		\$ 21,293.74	
16	Metro Blue Line (MBL) Signal Rehabilitation Project – OE Support	Approved (in-process)		\$ 61,900.42	
Mod 16.1	MBL Signal Rehabilitation Project – Constructability Review	Approved (in-process)		\$ 21,427.07	

17	Division 14 – Seismic Retrofit – Inspection Support Services	Approved (in-process)		\$ 42,587.49	
<b>Subtotal Approved Task Orders and Modifications</b>				<b>\$ 2,493,335.89</b>	
Mod 13.2	Willowbrook/Rosa Parks Phase A&C Resident Engineer Support	Pending		\$ 227,574.36	
Mod 16.2	Metro Blue Line (MBL) Signal Rehabilitation Project – Scheduling Support	Pending		\$ 155,606.40	
<b>Subtotal Pending Modifications</b>				<b>\$383,180.76</b>	
<b>Subtotal Approved and Pending Task Orders and Modifications</b>				<b>\$ 2,876,516.65</b>	
TBD	Willowbrook/Rosa Parks – Resident Engineer	Proposed		\$ 1,007,400.00	
TBD	Willowbrook/Rosa Parks – Project Engineer	Proposed		\$ 800,800.00	
TBD	Willowbrook/Rosa Parks – Civil Inspector – Nights /Weekends	Proposed		\$894,000.00	
TBD	Willowbrook/Rosa Parks – Project Controls – Scheduling	Proposed		\$305,000.00	
TBD	Metro Blue Line (MBL) Signal Rehabilitation – Resident Engineer	Proposed		\$623,000.00	
TBD	MBL Signal Rehabilitation – Project Engineer	Proposed		\$443,000.00	
TBD	MBL Signal Rehabilitation – Civil Inspector	Proposed		\$503,000.00	

TBD	MBL Signal Rehabilitation – Scheduling	Proposed		\$199,800.00	
TBD	MBL Track & System Refurbishment – Project Engineer	Proposed		\$403,200.00	
TBD	MBL Track & System Refurbishment – Civil Inspector – Daytime	Proposed		\$419,000.00	
TBD	MBL Track & System Refurbishment – Civil Inspector – Nights/Weekends	Proposed		\$391,400.00	
TBD	MBL Track & System Refurbishment – Scheduling	Proposed		\$133,400.00	
<b>Subtotal Future Proposed Task Orders</b>				<b>\$ 6,123,000.00</b>	
<b>Subtotal Approved Task Orders and Modifications</b>					<b>\$2,493,335.89</b>
<b>Subtotal Pending Modifications</b>					<b>\$ 383,180.76</b>
<b>Subtotal Approved Task Orders and Modifications and Pending Modifications</b>					<b>\$2,876,516.65</b>
<b>Subtotal Proposed Task Orders</b>					<b>\$6,123,000.00</b>
<b>Original Contract Value</b>					<b>\$3,000,000.00</b>
<b>TOTAL</b>					<b>\$9,123,000.00</b>



DEOD SUMMARY

CONSTRUCTION MANAGEMENT SUPPORT SERVICES (CMSS) FOR  
METRO RAIL PROJECTS / PS601830026445

**A. Small Business Participation**

Destination Enterprises made a 56% SBE commitment. The project is 40% complete. Destination Enterprises is currently exceeding their SBE commitment with an SBE participation of 65.52%.

<b>Small Business Commitment</b>	<b>56.00% SBE</b>	<b>Small Business Participation</b>	<b>65.52% SBE</b>
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	<b>SBE Subcontractors</b>	<b>% Committed</b>	<b>Current Participation<sup>1</sup></b>
1.	Destination Enterprises, Inc.	56.00%	65.52%
	<b>Total</b>	<b>56.00%</b>	<b>65.52%</b>

<sup>1</sup>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).

**D. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract.