



**Metro**

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

**Agenda - Final**

**Thursday, September 28, 2023**

**10:00 AM**

Watch online: <https://boardagendas.metro.net>  
Listen by phone: Dial 888-251-2949 and enter Access Code:  
8231160# (English) or 4544724# (Español)

To give written or live public comment, please see the top of page 4

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

*Karen Bass, Chair*  
*Janice Hahn, Vice Chair*  
*Fernando Dutra, 2nd Vice Chair*  
*Kathryn Barger*  
*James Butts*  
*Jacquelyn Dupont-Walker*  
*Lindsey Horvath*  
*Paul Krekorian*  
*Holly J. Mitchell*  
*Ara J. Najarian*  
*Tim Sandoval*  
*Hilda Solis*  
*Katy Yaroslavsky*  
*Gloria Roberts, non-voting member*

*Stephanie Wiggins, Chief Executive Officer*

**METROPOLITAN TRANSPORTATION AUTHORITY BOARD AGENDA 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 must be submitted electronically using the tablets available in the Board Room lobby. Individuals requesting to speak will be allowed to speak for a total of three (3) minutes per meeting on agenda items in one minute increments per item. For individuals requiring translation service, time allowed will be doubled. The Board shall reserve the right to limit redundant or repetitive comment.

The public may also address the Board on non-agenda items within the subject matter jurisdiction of the Board during the public comment period, which will be held at the beginning and/or end of each meeting. Each person will be allowed to speak for one (1) minute during this Public Comment period or at the discretion of the Chair. Speakers will be called according to the order in which their requests are submitted. Elected officials, not their staff or deputies, may be called out of order and prior to the Board's consideration of the relevant item.

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

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

**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 Clerk 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 and is available at <https://www.metro.net> or on CD's and as MP3's 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 working hours) in advance of the scheduled meeting date. Please telephone (213) 364-2837 or (213) 922-4600 between 8 a.m. and 5 p.m., Monday through Friday. Our TDD line is (800) 252-9040.

Requests can also be sent to [boardclerk@metro.net](mailto:boardclerk@metro.net).

## 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) 364-2837 or (213) 922-4600. Live Public Comment Instructions can also be translated if requested 72 hours in advance.

Requests can also be sent to [boardclerk@metro.net](mailto:boardclerk@metro.net).



**323.466.3876**

x2 *Español (Spanish)*

x3 *中文 (Chinese)*

x4 *한국어 (Korean)*

x5 *Tiếng Việt (Vietnamese)*

x6 *日本語 (Japanese)*

x7 *русский (Russian)*

x8 *Հայերէն (Armenian)*

## HELPFUL PHONE NUMBERS AND EMAIL

Copies of Agendas/Record of Board Action/Recordings of Meetings - (213) 922-4880 (Records Management Department) - <https://records.metro.net>

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

Internet Access to Agendas - <https://www.metro.net>

TDD line (800) 252-9040

Board Clerk Email - [boardclerk@metro.net](mailto:boardclerk@metro.net)

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

### **Live Public Comment Instructions:**

Live public comment can be given by telephone or in-person.

The Board Meeting begins at 10:00 AM Pacific Time on September 28, 2023; you may join the call 5 minutes prior to the start of the meeting.

Dial-in: 888-251-2949 and enter  
English Access Code: 8231160#  
Spanish Access Code: 4544724#

***Public comment will be taken as the Board takes up each item. To give public comment on an item, enter #2 (pound-two) when prompted. Please note that the live video feed lags about 30 seconds behind the actual meeting. There is no lag on the public comment dial-in line.***

### **Instrucciones para comentarios publicos en vivo:**

Los comentarios publicos en vivo se pueden dar por telefono o en persona.

La Reunion de la Junta comienza a las 10:00 AM, hora del Pacifico, el 28 de Septiembre de 2023. Puedes unirte a la llamada 5 minutos antes del comienso de la junta.

Marque: 888-251-2949 y ingrese el codigo  
Codigo de acceso en ingles: 8231160#  
Codigo de acceso en espanol: 4544724#

***Los comentarios del público se tomarn cuando se toma cada tema. Para dar un comentario público sobre una tema ingrese # 2 (Tecla de numero y dos) cuando se le solicite. Tenga en cuenta que la transmisión de video en vivo se retrasa unos 30 segundos con respecto a la reunión real. No hay retraso en la línea de acceso telefónico para comentarios públicos.***

### **Written Public Comment Instruction:**

Written public comments must be received by 5PM the day before the meeting. Please include the Item # in your comment and your position of "FOR," "AGAINST," "GENERAL COMMENT," or "ITEM NEEDS MORE CONSIDERATION."

Email: BoardClerk@metro.net

Post Office Mail:

Board Administration

One Gateway Plaza

MS: 99-3-1

Los Angeles, CA 90012

**CALL TO ORDER**

**ROLL CALL**

1. APPROVE Consent Calendar Items: 2, 7, 8, 12, 13, 14, 15, 16, 17, 18, 22, 23, 24, 26, 27, 30, 33, 34, 35, 36, 37, 38\*\*, and 39.

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

\*\*Item requires 2/3 vote

All Consent Calendar items are listed at the end of the agenda, beginning on page 7.

**NON-CONSENT**

3. **SUBJECT: REMARKS BY THE CHAIR** [2023-0609](#)

**RECOMMENDATION**

RECEIVE remarks by the Chair.

4. **SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER** [2023-0610](#)

**RECOMMENDATION**

RECEIVE report by the Chief Executive Officer.

- 13.1. **SUBJECT: METROLINK ANTELOPE VALLEY LINE MOTION** [2023-0628](#)

**RECOMMENDATION**

APPROVE Motion by Directors Najarian, Barger, Solis, and Krekorian that the Board direct the Chief Executive Officer to:

- A. Authorize up to \$600,000 in funding from Metro’s Regional Rail-specific revenue sources to conduct a feasibility study focused on reducing train horn noise at the Glendale Station. This study should be conducted in partnership with SCRRA (METROLINK) and local jurisdictions;
- B. The study should include an assessment of near, medium, and long-term strategies to reduce train horn noise at the Glendale Station and along the AVL corridor where feasible, by focusing on identifying viable near-term operational strategies, low-cost, small-scale projects, and strategic partnerships to reduce train horn noise associated with current and planned additional service;
- C. Report back by April 2024 on the following:

1. Status of the study and, if identified, any operational improvements that could be implemented sooner than later;
2. Information on any opportunities that might come out of Los Angeles County's Rail Crossing Elimination Master Plan - for which the County recently received federal grant funding - to mitigate impacts elsewhere in the Antelope Valley Line corridor, and;
3. Update on performance and takeaways from the AVL service increases.

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE FORWARDED THE FOLLOWING:**

**42. SUBJECT: MICROTRANSIT PILOT PROJECT - PART B**

[2023-0464](#)

**RECOMMENDATION**

AUTHORIZE the:

- A. extension of the MicroTransit Pilot Program to allow the project team to move forward with a new operational business model to improve overall performance and support a more sustainable on-demand transit service program as outlined in Attachment G;
- B. Chief Executive Officer (CEO) to execute Modification No. 11 to Contract No. PS46292001 with RideCo., Inc., for the MicroTransit Pilot Project to extend the period of performance from October 1, 2023, through September 30, 2024, in an amount not to exceed \$14,120,992, increasing the Total Contract Value from \$43,225,766 to \$57,346,758; and
- C. CEO to negotiate and execute a contract modification to extend Contract No. PS46292001 with RideCo, Inc., for an additional six months, if necessary, from October 1, 2024 through March 31, 2025, for demobilization, mobilization and deployment efforts utilizing funds to be requested during future fiscal year's budget process.

**Attachments:**      [Attachment A - Procurement Summary](#)  
[Attachment B - Contract Modification Change Order Log](#)  
[Attachment C - DEOD Summary](#)  
[Attachment D - MicroTransit Zones Map](#)  
[Attachment E – NextGen Bus Route Mitigations](#)  
[Attachment F - EFC Coverage Among Zones](#)  
[Attachment G - MicroTransit Operations Model Concepts Presentation](#)

**END OF NON-CONSENT**

**46. SUBJECT: CLOSED SESSION**

[2023-0611](#)

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

**(1)**

1. Daniel Gonzalez v. LACMTA, LASC Case No. 20STCV15314
2. Dora Lopez v. LACMTA, LASC Case No. 21STCV03110

**CONSENT CALENDAR**

**2. SUBJECT: MINUTES**

[2023-0608](#)

**RECOMMENDATION**

APPROVE Minutes of the Regular Board Meeting held July 27, 2023.

**Attachments:** [Regular Board Meeting MINUTES - July 27, 2023](#)  
[July 2023 RBM Public Comments](#)

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

**7. SUBJECT: GROUP INSURANCE PLANS**

[2023-0504](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO) to renew existing group insurance policies covering Non-Contract and AFSCME employees, including long-term disability coverage for Teamster employees, and life insurance for all full-time Metro employees, for the one-year period beginning January 1, 2024.

**Attachments:** [Attachment A - Proposed Monthly Premium Rates](#)  
[Attachment B - Proposed Monthly Employee Contributions](#)

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

**8. SUBJECT: LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR THE BLUE LINE STORAGE YARD LOCATED NEXT TO DIVISION 11 IN LONG BEACH**

[2023-0426](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO), or their designee, to execute a five (5)-year license agreement commencing November 1, 2023, with Southern California Edison, ("Licensor") for the 7.7 acre storage yard located

---

next to Division 11 in Long Beach (“Edison Yard”) at an annual rate of \$139,271.30 with escalations of five percent (5%) annually for a total license value of \$769,561.82 over the term.

**Attachments:**      [Attachment A - Location Map](#)  
                                  [Attachment B - Storage Yard License Renewal Estimated Rent Costs](#)

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

**12. SUBJECT:    LONE HILL TO WHITE DOUBLE TRACK PROJECT** [2023-0281](#)

**RECOMMENDATIONS**

AUTHORIZE the Chief Executive Officer to:

- A. EXECUTE Contract Modification No. 4 to Contract No. AE73891000 with Moffatt & Nichol for professional services and extend the period of performance from October 31, 2023, to December 31, 2024, in the amount of \$3,685,694, increasing the Total Contract Value from \$7,049,780 to \$10,735,474; and
  
- B. APPROVE programming an additional \$8,023,736 from \$10,500,000 to \$18,523,736 for professional services, Metro related expenses, and third-party services using Measure R 3% funds to achieve a shovel ready level.

**Attachments:**      [Attachment A - Procurement Summary AE73891000](#)  
                                  [Attachment B - Contract Modification Change Order Log \(AE73891000\)](#)  
                                  [Attachment D - Lone Hill to White Funding and Expenditure Plan](#)  
                                  [Attachment C - DEOD Summary AE73891000](#)  
                                  [Presentation](#)

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

**13. SUBJECT:    METROLINK ANTELOPE VALLEY LINE** [2023-0472](#)

**RECOMMENDATION**

CONSIDER:

- A. APPROVING the reprogramming of \$1,682,842 unspent operating budget from FY23 to the Southern California Regional Rail Authority (SCRRA) for the FY24 Metrolink Antelope Valley Line (AVL) service restoration (Option 3), to start on October 23, 2023; and
  
- B. AUTHORIZING the Chief Executive Officer to negotiate and execute all



---

necessary agreements between Metro and SCRRA for the approved funding.

**Attachments:**      [Attachment A - Metrolink-System Map](#)  
                                 [Attachment B -- Antelope Valley Service Restoration Project](#)

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

**14. SUBJECT: COUNTYWIDE CALL FOR PROJECTS** [2023-0393](#)

**RECOMMENDATION**

CONSIDER:

- A. RECERTIFYING \$78.96 million in existing Fiscal Year (FY) 2023-24 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 \$2.36 million of previously approved Call funding, as shown in Attachment B, and hold in RESERVE;
- C. REALLOCATING:
  - 1. \$1.31 million of Call funds remaining in the City of Los Angeles Century City Urban Design and Pedestrian Connection Plan (Call #F1612), to the City of Los Angeles Exposition West Bikeway - Northvale Project (Call #F3514); and
  - 2. \$13.39 million of Call funds in the City of Los Angeles: 1) Alameda Street Downtown LA - Goods Movement Phase 1 (Call #F5207), and 2) Alameda Street Improvements North Olympic Blvd to I-10 Freeway (Call #F9207) projects, to the City of Los Angeles 1) Boyle Heights Chavez Avenue Streetscape Pedestrian Improvements (Call #F3643), and 2) Soto Street Complete Streets (Call #F7109) projects;
- D. APPROVING changes to the scope of work for:
  - 1. City of Lancaster - Medical Main Street (Call #F9131); and
  - 2. County of Los Angeles - South Whittier Community Bikeway Access Improvements (Call #F9511);
- E. AUTHORIZING the Chief Executive Officer (CEO) or their designee to:
  - 1. Negotiate and execute all necessary agreements and/or amendments for previously awarded projects; and
  - 2. Amend the FY 2023-24 budget, as necessary, to include the 2023 Countywide Call Recertification and Extension funding in the Subsidies budget;

F. RECEIVING AND FILING:

- 1. Time extensions for 87 projects as shown in Attachment C; and
- 2. Reprogram for nine projects as shown in Attachment D.

- Attachments:**
- [Attachment A - FY 2003-24 Countywide Call Recertification](#)
  - [Attachment B - FY 2022-23 Countywide Call Deobligation](#)
  - [Attachment C - FY 2022-23 Countywide Call Extensions](#)
  - [Attachment D - FY 2022-23 Countywide Call Reprogram](#)
  - [Attachment E - Background Discussion of Each Recommendation](#)
  - [Attachment F - Result of TAC Appeals Process](#)
  - [Attachment G - Call and Equity Focused Communities Map](#)

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

15. **SUBJECT: MEASURE M 3% LOCAL CONTRIBUTION GUIDELINES REVISIONS** [2023-0441](#)

**RECOMMENDATION**

ADOPT revised Measure M Guidelines, Section VIII - 3% Local Contribution to Major Transit Projects (Attachment A).

- Attachments:**
- [Attachment A - MM 3% Local Contribution Guidelines Final Revisions](#)
  - [Attachment B - Motion 10.1](#)
  - [Attachment C - Summary of Public Comments Received](#)
  - [Presentation](#)

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

16. **SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM & MEASURE R TRANSIT INVESTMENTS PROGRAM UPDATE - SOUTH BAY SUBREGION** [2023-0440](#)

**RECOMMENDATION**

CONSIDER:

A. APPROVING:

- 1. Programming of an additional \$20,438,600 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Transportation System and Mobility Improvements Program (Expenditure Line 50), as shown in Attachment A;
- 2. Programming of an additional \$11,856,223 within the capacity of

---

Measure M MSP - South Bay Highway Operational Improvements Program (Expenditure Line 63), as shown in Attachment B;

3. Inter-program borrowing and programming of an additional \$8,864,097 from Transportation System and Mobility Improvements Program (Expenditure Line 50) to Measure M MSP - Transportation System and Mobility Improvements Program (Expenditure Line 66), as shown in Attachment C;
4. Reprogramming of two previously awarded projects in the Measure R South Bay Transit Investments Program, shown in Attachment D; and

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

**Attachments:**      [Attachment A - Transpo. System Mobility Impr Program \(Line 50\) Project List](#)  
[Attachment B - South Bay Highway Op Impr Program \(Line 63\) Project List](#)  
[Attachment C - Transpo System Mobility Impr Program \(Line 66\) Project List](#)  
[Attachment D - Measure R Transit Investments Program Project List](#)

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

**17. SUBJECT: VERMONT TRANSIT CORRIDOR**

[2023-0409](#)

**RECOMMENDATIONS**

CONSIDER:

- A. AWARDING AND EXECUTING up to a 60-month, firm fixed price Contract No. AE97976000 to Vermont Corridor Partners Joint Venture, a joint venture between AECOM Technical Services, Inc., Terry A. Hayes Associates, Inc., and RAW International, Inc., in the amount of \$55,668,537, to prepare the Planning and Environmental Study for the Vermont Transit Corridor, subject to resolution of any properly submitted protest(s), if any, and;
- B. AUTHORIZING the CEO to execute individual Contract Modifications within the Board-approved Contract Modification Authority.

**Attachments:**      [Attachment A - Vermont Transit Corridor Map](#)  
[Attachment B - Board Motion Apr 2019](#)  
[Attachment C - Board Motion Sep 2022](#)  
[Attachment D - Procurement Summary](#)  
[Attachment E - DEOD Summary](#)  
[Presentation](#)

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

18. SUBJECT: AWARD RECOMMENDATIONS FOR VISIONARY SEED FUND COMPETITIVE GRANT PROGRAM [2023-0526](#)

**RECOMMENDATION**

CONSIDER:

- A. APPROVING the recommended Visionary Seed Fund competitive grant program funding awards totaling \$2,559,090 (Attachment A);
- B. AUTHORIZING the Chief Executive Officer (CEO) or her designee to negotiate and execute all necessary agreements for approved projects; and
- C. AUTHORIZING the CEO or her designee the authority to administratively approve minor changes to the scope of work of approved Visionary Seed Fund awards.

**Attachments:** [Attachment A - Grant Program Award Recommendations](#)  
[Attachment B - Grant Program Evaluation Criteria](#)  
[Presentation](#)

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

22. SUBJECT: CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE SR91 PROJECTS [2023-0412](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. AWARD a cost plus fixed fee contract, Contract No. AE94982, to Arcadis U.S. Inc , for Construction Management Support Services for State Route 91 (SR91) Projects, for the not-to-exceed amount of \$65,149,457.24, for a base term of seven (7) years-subject to resolution of any properly submitted protest(s), if any; and
- B. EXECUTE individual Task Orders and modifications within the Board approved not-to-exceed amount.

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

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

- 23. SUBJECT: CONSTRUCTION MANAGEMENT SUPPORT SERVICES [2023-0163](#)  
FOR METRO CAPITAL PROJECTS**

**RECOMMENDATION**

AUTHORIZE:

- A. an increase to the total authorized funding for Contract No. AE76301MC081 with Zephyr Rail, for pending and future task orders to provide Construction Management Support Services (CMSS), in an amount not to exceed \$5,750,000.00, increasing the total contract value from \$3,519,211 to \$9,269,211; 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 - Task Order / Modification Log](#)  
                                 [Attachment C - DEOD Summary](#)

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

- 24. SUBJECT: FUND ADMINISTRATOR FOR METRO PILOT BUSINESS [2023-0493](#)  
INTERRUPTION FUND (BIF)**

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to Execute Modification No. 9 to the Business Interruption Fund (BIF) Administration Services Contract No. PS56079000 with Pacific Coast Regional Small Business Development Corporation (PCR) in the amount of \$511,676 increasing the contract value from \$4,203,792 to \$4,715,468 to continue to serve as the fund administrator for Metro's Pilot BIF and extend the period of performance for up to six months (on a month to month basis) from November 1, 2023 to April 30, 2024.

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

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

26. SUBJECT: CITY OF LOS ANGELES MASTER COOPERATIVE AGREEMENT [2023-0560](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute the Master Cooperative Agreement between the City of Los Angeles and the Los Angeles County Metropolitan Transportation Authority for a term of ten years (Attachment A).

**Attachments:** [Attachment A - MCA between the City of Los Angeles and LACMTA Presentation](#)

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

27. SUBJECT: CRENSHAW/LAX TRANSIT PROJECT [2023-0529](#)

**RECOMMENDATION**

AMEND the:

- A. Life-of-Project (LOP) Budget by \$299.9 million for the Crenshaw/LAX Transit Project (Project) from \$2,148 million to \$2,447.9 million, consistent with the provisions of the Board-adopted Measure R and Measure M Unified Cost Management Policy (Attachment A); and
- B. Fiscal Year 2024 budget by \$299.9 million from \$25.2 million to \$325.1 million for the Crenshaw/LAX Transit Project.

**Attachments:** [Attachment A - Measure R and Measure M Unified Cost Management Policy](#)  
[Attachment B - FTA Predicted vs Actual Impact Analysis](#)  
[Attachment C - Motion # 38.1 by Garcetti, Butts, Garcia and Hahn Presentation](#)

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

30. SUBJECT: ANCILLARY AREAS MOTION [2023-0598](#)

**RECOMMENDATION**

APPROVE Motion by Directors Bass, Horvath, Krekorian, Najarian, Solis, and Hahn that the Board direct the Chief Executive Officer to:

- A. Provide the Board with a current update on the status of the ancillary areas and their cleaning status;

- 
- B. Develop a detailed plan to conduct daily inspections and cleaning of the ancillary areas across the Metro rail system. This plan is to include methods Metro will take to ensure the areas have been serviced by Metro staff;
  - C. Ensure that once an ancillary area alarm has been activated, the audible notification continues until manually deactivated by Metro staff;
  - D. Evaluate options to further secure these areas for their intended use while maintaining emergency access; and
  - E. Report back to the Board in October and quarterly thereafter on the status of all the above, including an updated industrial hygienist audit within 12 months.

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

**33. SUBJECT: ENGINE ELECTRICAL WIRING HARNESS KITS**

[2023-0463](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award a two-year, Indefinite Delivery, Indefinite Quantity (IDIQ) Contract No. SD105427000 to DSM&T Company, Inc. the responsive and responsible bidder for Electrical Wiring Harness Kits. The Contract one-year base amount is \$543,207.60 inclusive of sales tax, and the one-year option to extend the amount is \$543,207.60, inclusive of sales tax, for a total contract amount of \$1,086,415.20, subject to resolution of any properly submitted protest(s), if any.

**Attachments:**      [Attachment A - Procurement Summary Electrical Wiring Harness](#)  
[Attachment B - DEOD Summary](#)

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

**34. SUBJECT: BUS BATTERIES**

[2023-0425](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award a two-year, Indefinite Delivery / Indefinite Quantity (IDIQ) Contract No. MA90333-2000 to Battery Power, Inc., the responsive and responsible bidder for Bus Batteries - 12V, Group 31. The contract one-year base amount is \$1,474,110.90 inclusive of sales tax, and the one-year option amount is \$1,474,110.90, inclusive of sales tax, for a total contract amount of \$2,948,221.80, subject to resolution of any properly submitted protest(s), if any.

---

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

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

**35. SUBJECT:      PEST AND BIRD CONTROL SERVICES** [2023-0481](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. AWARD a firm fixed unit rate Contract No. OP485050008370 to CDS Services Inc., the lowest responsive and responsible bidder, to provide pest and bird control services throughout Metro's facilities, rail cars, and non-revenue vehicles in the not-to-exceed (NTE) amount of \$2,988,462 for the three-year base, and \$2,090,150 for the one, two-year option, for a total combined NTE amount of \$5,078,612, effective November 1, 2023, subject to the resolution of any properly submitted protest; and
  
- B. EXECUTE individual contract modifications within the Board approved contract modification authority.

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

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

**36. SUBJECT:      STAINLESS STEEL ANTI-GRAFFITI FILM INSTALLATION** [2023-0485](#)  
                                 **AND REPLACEMENT SERVICES FOR REGIONS 1**  
                                 **THROUGH 3**

**RECOMMENDATIONS**

AUTHORIZE the Chief Executive Officer to:

- A. AWARD a firm fixed unit rate Contract No. OP964830008370, for Regions 1, 2, and 3 combined, to Graffiti Shield, Inc., to provide stainless steel anti-graffiti film installation and replacement services systemwide in the not-to-exceed (NTE) amount of \$15,722,845 for the three-year base, \$5,737,859 for option year one, and \$5,963,032 for option year two, for a combined NTE amount of \$27,423,736, effective December 1, 2023, subject to the resolution of any properly submitted protest(s); and
  
- B. EXECUTE individual contract modifications within the Board-approved contract modification authority.



- Attachments:      [Attachment A - Procurement Summary](#)  
[Attachment B - DEOD Summary](#)  
[Attachment C - Stainless Steel Film Vandalism Hot Spots](#)

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

**37. SUBJECT:      ELEVATOR AND ESCALATOR MAINTENANCE SERVICES      [2023-0491](#)**

**RECOMMENDATIONS**

AUTHORIZE the Chief Executive Officer to:

- A. EXECUTE Modification No. 14 to Contract No. OP710100003367 with Mitsubishi Electric USA, Inc. (MEUS) to perform comprehensive preventative maintenance, inspections, and repairs of elevators and escalators along with their associated systems and equipment in the amount of \$9,481,930, increasing the total not-to- exceed amount from \$110,310,554 to \$119,792,484 and extending the period of performance from November 1, 2023, to April 30, 2024; and
- B. EXECUTE individual contract modifications within the Board approved contract modification authority.

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

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

**38. SUBJECT:      PURCHASE OF OCS WIRE INSTALLATION TRUCK      [2023-0499](#)**

**RECOMMENDATION**

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to award a firm fixed price contract, Contract No. DR97819000, to ZAGRO Bahn-und Baumaschinen GmbH, for one (1) Overhead Contact System (OCS) Wire Installation Truck for a firm fixed price of \$2,387,340.00, inclusive of sales tax, subject to resolution of any properly submitted protest(s) if any; and
- B. FINDING that there is only a single source of procurement for the item(s) set forth in Recommendation A above and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use, as defined under Public Utilities Code Section 130237.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

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

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

**39. SUBJECT: MEMBERSHIP ON METRO'S WESTSIDE CENTRAL SERVICE COUNCIL** [2023-0455](#)

**RECOMMENDATION**

APPROVE nominee for membership on Metro’s Westside Central Service Council.

**Attachments:**      [Attachment A - New Appointee Nomination Letter](#)  
                             [Attachment B - New Appointee Biography and Qualifications](#)

**SUBJECT: GENERAL PUBLIC COMMENT** [2023-0612](#)

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**

---

**File #:** 2023-0610, **File Type:** Oral Report / Presentation

**Agenda Number:** 4.

---

**REGULAR BOARD MEETING  
SEPTEMBER 28, 2023**

**SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER**

**RECOMMENDATION**

RECEIVE report by the Chief Executive Officer.

# Report by the CEO

## Item #4



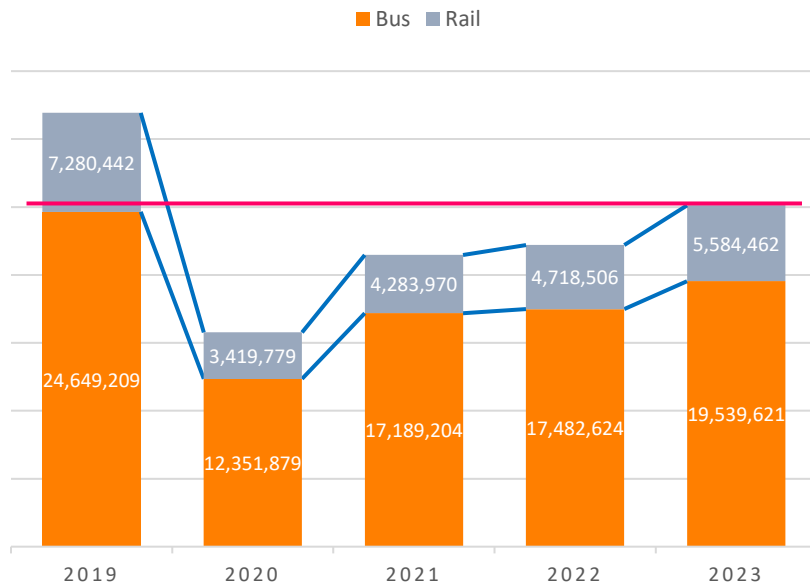
**Metro**<sup>®</sup>

CHIEF EXECUTIVE OFFICER

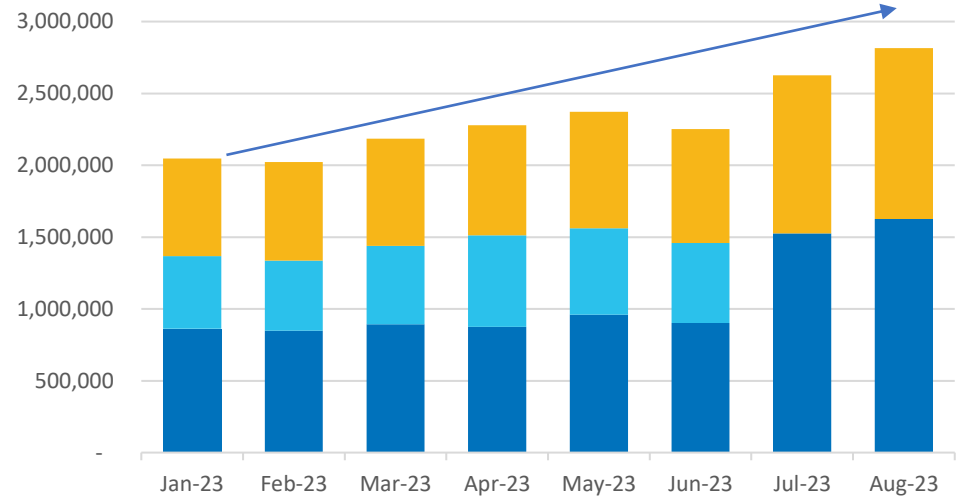
September 2023

# AUGUST 2023 IS THE 9<sup>TH</sup> STRAIGHT MONTH OF YOY ↑

## AUGUST MONTHLY RIDERSHIP



## TOTAL MONTHLY RIDERSHIP Lines Served by the Regional Connector

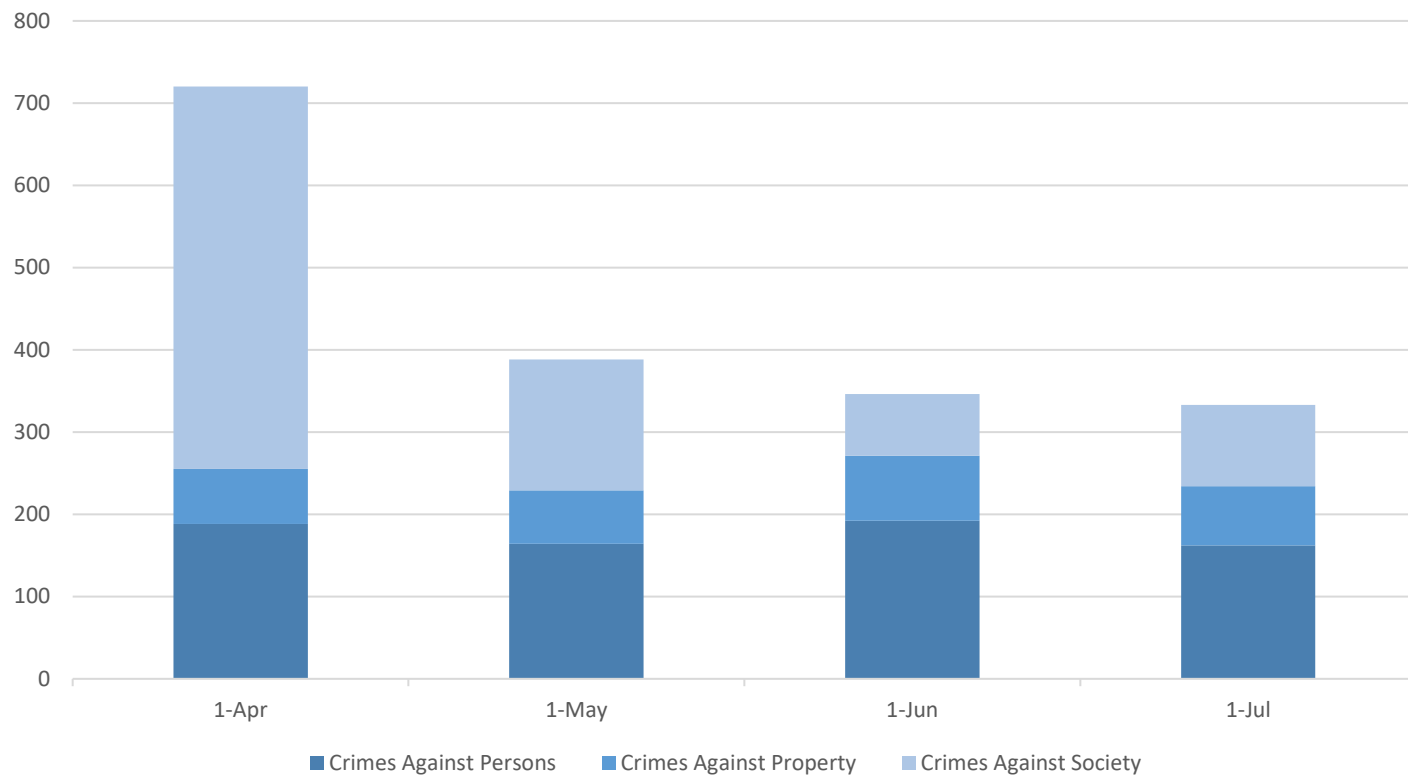


**SATURDAY & SUNDAY AVG RIDERSHIP IS  
97% OF PRE-PANDEMIC LEVELS**



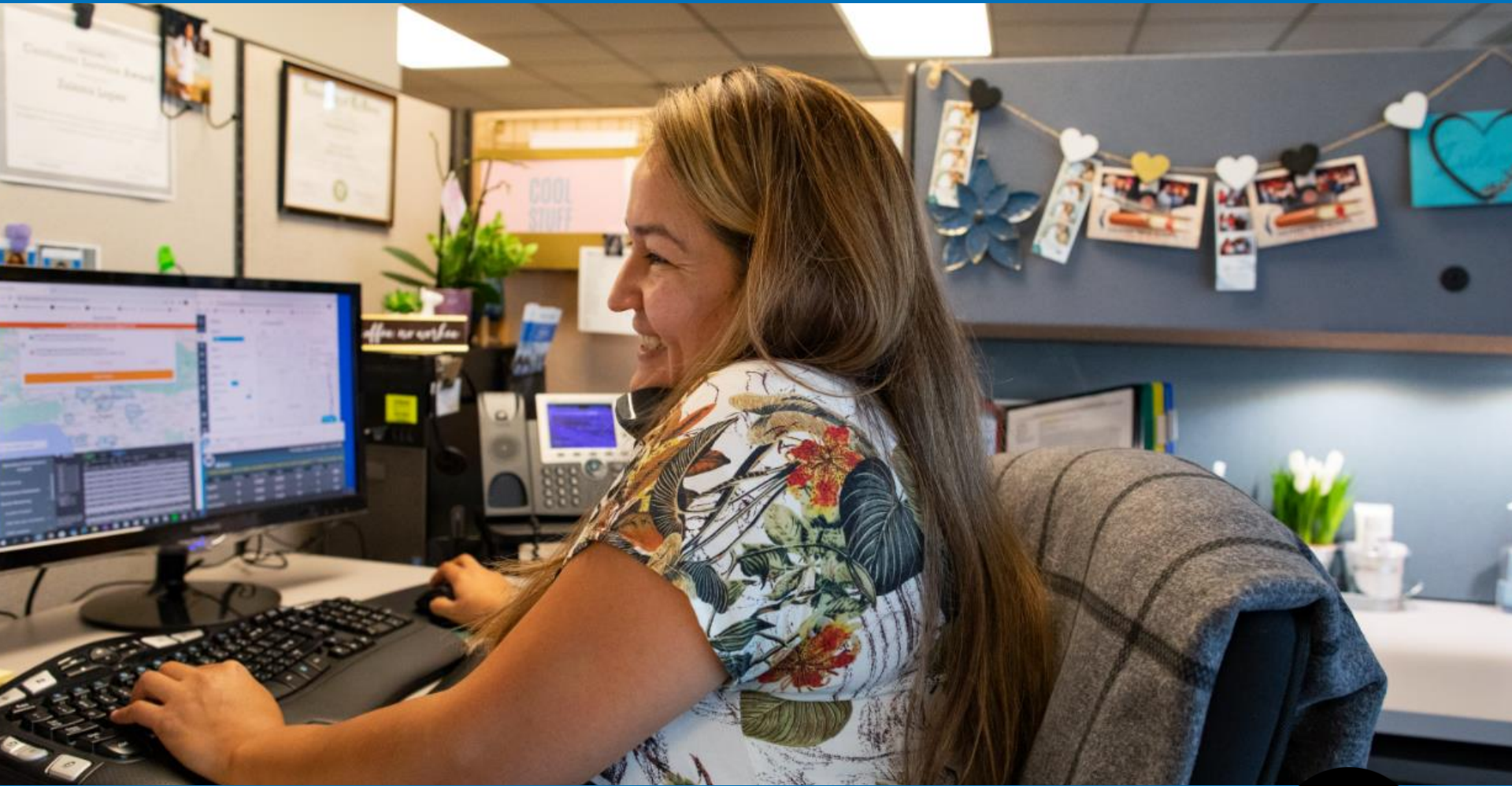
# OVERALL CRIME ON METRO'S SYSTEM HAS DECLINED BY 54% SINCE APRIL

Metro Crime Statistics by Month



JULY SAW THE THIRD STRAIGHT MONTH OF DECLINES

# METRO CELEBRATES CUSTOMER SERVICE WEEK



OCTOBER 2-6, 2023 [metro.net/STAR](https://metro.net/STAR)



# HISPANIC HERITAGE MONTH



NATIONAL HISPANIC HERITAGE MONTH 2023





# HISPANIC HERITAGE MONTH!



# TAP CARDS FOR OCTOBER



**Board Report**

---

**File #:** 2023-0464, **File Type:** Contract**Agenda Number:** 42.

---

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE  
SEPTEMBER 21, 2023****SUBJECT: MICROTRANSIT PILOT PROJECT - PART B****ACTION: APPROVE RECOMMENDATIONS****RECOMMENDATION**

AUTHORIZE the:

- A. extension of the MicroTransit Pilot Program to allow the project team to move forward with a new operational business model to improve overall performance and support a more sustainable on-demand transit service program as outlined in Attachment G;
- B. Chief Executive Officer (CEO) to execute Modification No. 11 to Contract No. PS46292001 with RideCo., Inc., for the MicroTransit Pilot Project to extend the period of performance from October 1, 2023, through September 30, 2024, in an amount not to exceed \$14,120,992, increasing the Total Contract Value from \$43,225,766 to \$57,346,758; and
- C. CEO to negotiate and execute a contract modification to extend Contract No. PS46292001 with RideCo, Inc., for an additional six months, if necessary, from October 1, 2024 through March 31, 2025, for demobilization, mobilization and deployment efforts utilizing funds to be requested during future fiscal year's budget process.

**ISSUE**

The MicroTransit Pilot (MTP) has faced several challenges, such as an unsuited business model and the impact of COVID-19. Despite these challenges, staff recognizes the program's potential benefits and highly recommend extending the pilot to more accurately assess its effectiveness. The MTP Part B contract expires on September 30, 2023. This modification extends the current contract to allow the project team to develop new solicitation packages scheduled for release in Fall 2023 for MicroTransit service based on the improved business model. Without this extension, MicroTransit service would need to be suspended at the conclusion of the current contract extension, lasting until the new business model is implemented.

**BACKGROUND**

MicroTransit combines technology and operational approaches to provide flexible, on-demand transit

---

service. Passengers using MicroTransit enjoy flexible pick-up and drop-off locations and times. Instead of using a fixed schedule and route for each driver and vehicle, customers seeking to travel within a service zone are matched with drivers using a smartphone application, phone dispatch service, and/or website.

On February 27, 2020, the Metro Board of Directors awarded Contract No. PS46292001 Part B to RideCo, Inc. to implement and operate the MTP service. The intent of the MTP was to test the viability of a flexible on-demand service in terms of impacts on ridership, equity, accessibility (first/last mile), workforce development, and as a cost-effective alternative to underperforming fixed route services. The current MTP annual cost is approximately \$31M (\$16M contract cost and \$15M for SMART, AFSCME, and Management Labor & Overhead).

The first two Micro Zones were Watts/Willowbrook and LAX/Inglewood, deployed in December 2020. Within 45 days, the Pilot was expanded to incorporate the MOD/Sandbox Pilot adding three more zones covering Compton/Artesia, El Monte, and North Hollywood/Burbank. In June 2021, Highland Park/Eagle Rock/Glendale and the Altadena/Pasadena/Sierra Madre Micro Zones were implemented, followed by the Northwest San Fernando Valley Micro Zone in September 2021. The Compton/Artesia Zone was also merged into the existing Watts/Willowbrook Micro Zone in that same month of September. The UCLA/Westwood/VA Medical Center Micro Zone was added in December 2021 to create a total of eight Micro Zones, all deployed within one year. Today, within the eight zones as displayed in Attachment E, the MTP provides coverage in 21 cities as well as several unincorporated Los Angeles County communities across 165 square miles.

To ensure the goals of the service launch, the MTP was coupled with the NextGen Bus Plan as a key ridership initiative to drive usage by current and new customers. As such, the MTP programming was synchronized and, ultimately, implemented to help replace low-performing fixed-route Metro bus services. Replacing fixed-route bus services with the MTP was seen as a way to resolve changes to the network while improving transit access for residents in the areas served by these low-performing bus routes. In total, fourteen routes were partially or fully replaced by the MTP.

In March 2023, the Board approved a six-month extension to the existing contract with RideCo, Inc. to continue the pilot operation and evaluation of MicroTransit. During this time, staff continued to optimize the deployment of operators and vehicles, as well as the software and dispatch rules, including automatic booking limits, improving on-time performance, and time snapping. Staff also completed an evaluation of the MicroTransit pilot, and researched other MicroTransit deployments across the country to determine the best path forward for the program, both were presented to the Board at its July 2023 meeting.

## **DISCUSSION**

From a service perspective, the MTP has several major goals, including focusing on the customer experience and ease of use, improved connections to the larger Metro system and local and regional operators, addressing inequities in the availability and affordability of on-demand ride-hailing offered by private companies, which are often less available in communities of color and areas with lower median household incomes, and providing service throughout areas with low-performing Metro bus lines removed in the NextGen systemwide bus network redesign. The original MTP zones were

developed through a separate, but parallel planning process with NextGen. The MTP zone development aimed to identify areas that had specific use cases to test, were not duplicative of productive fixed route service, and aimed to address inequities in the availability of on demand service in equity focused communities. As the MTP and NextGen planning process were coming to a close, the plans were compared and adjusted to ensure coordination of service and consistency in service priorities between MTP and fixed route bus. Therefore, some of the MTP zones were revised to account for discontinued unproductive fixed route bus service.

#### Replacing Underperforming Fixed Route Bus Service:

As stated earlier, MicroTransit was partially implemented to replace underperforming fixed route bus service discontinued as part of the NextGen bus network redesign project. As shown in the table in Attachment E, the total value of savings of the discontinued bus service is about \$20.5 million per year in operating costs.

The annual cost of the MicroTransit program is \$31 million, which includes \$16 million in Contract cost and \$15 million in Metro Labor and overhead. Deducting the NextGen service reductions of \$20.5 million from the total cost, the adjusted cost of operating MicroTransit is \$10.5 million per year. Therefore, after removing \$2 million in capital costs from the contract, the net cost of operating MicroTransit is \$8.5 million per year.

The 12-month contract extension requested in this report will allow staff to complete the following:

#### Continue the MTP but with Operational Changes

One way to partially achieve the original MTP goals and work toward achieving performance measures would be to discontinue or curtail service in some Micro Zones and concentrate as well as conserve resources in the remaining Zones. Additional steps could be taken such as:

- Incrementally raising fares to the original planned fare of \$2.50 (current MTP fares are \$1 per trip as an introductory fare)
- Shifting operating costs to capital costs to reduce operating costs and improve overall financial viability
- Streamlining operating hours (current MTP hours of operation are generally from 5 am to 11 pm) to address the demand for more service levels during high demand periods as indicated by failed search percentages
- Structuring future contracts with better accounting for time-of-day and performance delivery to remain useful to customers and cost-effective for Metro
- Discontinuing or curtailing service in some low-performing Metro MicroTransit zones with consideration of continued service in zones where bus lines were eliminated/reduced due to NextGen

### Implement a New Business Model

Staff is working towards achieving the performance and cost efficiency goals through a new business model. Using the information from the MTP evaluation and peer agencies comparison, Metro will be able to reduce the current per trip cost to \$20-\$25. The concepts for the MicroTransit Operational Model are outlined in Attachment G.

### **DETERMINATION OF SAFETY IMPACT**

Ongoing operations of the MTP through this extension are not anticipated to adversely impact safety.

### **FINANCIAL IMPACT**

Funding for Contract No. PS46292001 in the NTE increase amount of \$14,120,992 for the FY24 is allocated under Cost Center 3595 - MTP Operations, Project 309001, Operations Department Strategic Initiatives.

Since this is a multi-year contract, the Executive Officer, Transit Operations - Strategic Initiatives will be accountable for budgeting the cost in future years.

### Impact to Budget

The sources of funding for this action include Proposition A, Proposition C, Measure R, Measure M, TDA, and STA. These funds are eligible for bus operations.

### **EQUITY PLATFORM**

The MTP sought to also address inequities in the availability and affordability of on-demand ride-hailing services offered by private companies, which are often less available in communities of color and areas with lower median household incomes. Part of this effort included asking appropriate questions in our April/May 2023 Mode Shift Survey that examined how we can provide better availability and affordability through the MTP program.

To generate the broadest sample possible, the survey was issued through three methods: (1) an online survey, announced via email in English and Spanish; (2) an on-board survey conducted by bilingual outreach personnel in English and Spanish; and (3) a telephone survey in English and Spanish of people booking through the Metro Call Center in September 2022 who opted-in to be contacted. A total of 2,875 Metro MicroTransit customers completed surveys. The survey was available in English and Spanish. The completion rate for English-language individuals was 80%, and the Spanish-language completion rate was 78%. 95% (n=2733) of the surveys were completed in English, and 5% (n=142) were completed in Spanish.

Initial survey results indicate:

- More than half of respondents identified as female (53%), 40% identified as male, 3% as non-

- binary, and 0.3% as other gender
- Compared to Metro customers overall, Metro Micro users identified as Asian/Native Hawaiian/Pacific Islander (18% vs. 7% overall) and White/Caucasian (28% vs. 12% overall), compared to riders identifying as Black/African American (10% vs 14% overall) or Hispanic/Latinx (40% vs 58% overall)
- Compared to overall Metro customer household income, Metro Micro users identified as under \$15,000 (19% vs 39% overall), \$15,000-\$24,999 (14% vs 23% overall), \$25,000-\$49,999 (19% vs 21% overall), compared to \$50,000-\$99,999 (16% vs 11% overall) or \$100,000 or more (13% vs 6% overall)

While all Metro MicroTransit zones contain EFCs, there is a range of EFC coverage among zones. This coverage can be found in Attachment F EFC Coverage Among Zones.

For context, 31% of the land area of the eight Metro MicroTransit zones are in EFCs.

Metro staff continues to monitor changes to daily operations for equity-related impacts.

As the MTP seeks to increase ridership and efficiency with an eye toward reducing cost per boarding, Metro staff will be conscious of the potential impacts on equity.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The MTP supports strategic plan goals #1.2 and 2.3: Metro MicroTransit is an investment in a world-class transportation system that is reliable, convenient, and attractive to more customers for more trips. Metro MicroTransit was designed to improve customer satisfaction at customer touch points by offering an accessible, flexible service that better adapts to customer demand and needs.

## **ALTERNATIVES CONSIDERED**

The Board may choose not to approve the recommended action(s). This alternative would cease revenue service operations for the communities and neighborhoods that utilize MTP for essential trips, including:

- Loss of population access to transit for nearly 350,000 residents, including in EFCs and loss in first/last mile connections as currently 19% of Metro Micro customers connect to fixed route transit using the new offering
- Loss of potential new customers as 11% of Metro Micro customers are new to Metro
- Loss of a well-liked transit service with a 4.8 out of 5 customer rating
- Loss of jobs/pathways for existing and new operators

In addition, staff will need to recommend mitigations to the Board to consider for replacement service in areas where MTP was used to replace unproductive fixed route bus service.

## **NEXT STEPS**

---

Upon Board approval, staff will execute Modification No. 11 to Contract No. PS46292001 with RideCo, Inc.

Staff will move forward with the implementation of the business model concepts that were derived from lessons learned. The new model appropriately assigns risk and responsibilities to Metro and the private sector by using expertise to maximize cost efficiency, service quality, innovation, and productivity.


Staff will come back to the Board with a recommendation for a new contract award based on the new business model for an optimized MicroTransit program that is expected to provide a more cost-competitive solution and efficient operation.

### **ATTACHMENTS**

- Attachment A - Procurement Summary
- Attachment B - Contract Modification/Change Order Log
- Attachment C - DEOD Summary
- Attachment D - MicroTransit Zones Map
- Attachment E - NextGen Bus Route Mitigations
- Attachment F - EFC Coverage Among Zones
- Attachment G - MicroTransit Operations Model Concepts

Prepared by: Dan Nguyen, Executive Officer, Operations Administration (213) 418-3233  
Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051

Reviewed by: Conan Cheung, Chief Operations Officer, (213) 418-3034



Stephanie N. Wiggins  
Chief Executive Officer



## PROCUREMENT SUMMARY

## MICROTRANSIT PILOT PROJECT/PS46292001

1.	<b>Contract Number:</b> PS46292001		
2.	<b>Contractor:</b> RideCo, Inc.		
3.	<b>Mod. Work Description:</b> MicroTransit Pilot Project – PART B (Implementation)		
4.	<b>Contract Work Description:</b> Continuation of services for the MicroTransit Pilot Program from October 1, 2023 through September 30, 2024.		
5.	<b>The following data is current as of:</b> August 9, 2023		
6.	<b>Contract Completion Status</b>		<b>Financial Status</b>
	<b>Contract Awarded:</b>	04/26/2018	<b>Contract Award Amount:</b>
			\$219,650
	<b>Notice to Proceed (NTP):</b>	05/22/2018	<b>Total of Modifications Approved:</b>
			\$43,006,116
	<b>Original Complete Date:</b>	09/06/2019 (PART A)	<b>Pending Modifications (including this action):</b>
			Not-to-Exceed \$14,120,992
	<b>Current Est. Complete Date:</b>	09/30/24 (PART B)	<b>Current Contract Value (with this action):</b>
			\$57,346,758
7.	<b>Contract Administrator:</b>		<b>Telephone Number:</b>
	Lily Lopez		213-922-4639
8.	<b>Project Manager:</b>		<b>Telephone Number:</b>
	Dan Nyguen		213-418-3233

**A. Procurement Background**

This Board Action is to approve Contract Modification No. 11 to extend the contract for twelve months for the continuation of services from October 1, 2023 through September 30, 2024.

This Contract Modification will be processed in accordance with Metro's Acquisition Policy and the contract type is a firm fixed price.

The initial Request for Proposals (RFP) for this project was issued on October 25, 2017 and was solicited and awarded to be executed in two parts; Part A, the "Planning and Design" phase and Part B, the "Implementation and Evaluation" phase. This procurement tool served as the agency's first Pre-Development Agreement Public Private Partnership (PDA-P3) procurement model.

On April 26, 2018, the Board awarded three (3) contracts to firms to perform Part A (Planning and Design) of the MicroTransit Pilot Project. The period of performance for Part A was 6 months. Part B was determined to be a future Board action depending on the feasibility results of Part A. On February 27, 2020, the Board approved RideCo to perform Part B of the MicroTransit Pilot Project.

Ten modifications have been issued to date.

Refer to Attachment B - Contract Modification/Change Order Log.

**B. Cost Analysis**

The not-to-exceed amount of \$14,120,992 has been determined to be fair and reasonable based upon an independent cost estimate (ICE), technical analysis, cost analysis, and fact finding.

<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Not-to-Exceed Amount</b>
\$14,120,992	\$14,667,391	\$14,120,992

## CONTRACT MODIFICATION/CHANGE ORDER LOG

## MICROTRANSIT PILOT PROJECT/PS46292001

<b>Mod. No.</b>	<b>Description</b>	<b>Status (approved or pending)</b>	<b>Date</b>	<b>\$ Amount</b>
1	Extend period of performance	Approved	09/04/18	\$0.00
2	Extend period of performance	Approved	12/19/18	\$0.00
3	Revise Statement of Work to increase Work to be Performed	Approved	05/23/19	\$66,334
4	Extend period of performance	Approved	10/31/19	\$0.00
5	Part B (Implementation) of MicroTransit Pilot Project	Approved	07/30/20	\$28,874,748
6	Add new subcontractor	Approved	09/22/20	\$0.00
7	Expand MicroTransit Operations to three additional service zones (North Hollywood/Burbank, El Monte and Compton/Artesia) for 24 months	Approved	1/28/21	\$5,970,870
8	Revise the requirements for the excess liability insurance requirement.	Approved	4/23/21	\$0.00
9	No cost time extension for the continuation of services through March 31, 2023.	Approved	12/13/22	\$0.00
10	Extend period of performance for 6 months for the continuation of services for the MicroTransit Pilot Program.	Approved	3/23/23	\$8,094,164
11	Extend period of performance for 12 months for the continuation of services for the MicroTransit Pilot Program through September 30, 2024.	<b>Pending</b>	<b>Pending</b>	<b>\$14,120,992</b>
	<b>Modification Total:</b>			<b>\$57,127,108</b>
	<b>Original Contract:</b>		04/26/18	<b>\$219,650</b>
	<b>Total:</b>			<b>\$57,346,758</b>

## DEOD SUMMARY

## MICROTRANSIT PILOT PROJECT/PS46292001

**A. Small Business Participation**

Rideco, made a 10.23% Small Business Enterprise (SBE) and a 3.20% Disabled Veterans Business Enterprise (DVBE) commitment on this contract. Based on payments, the project is 91% complete and the current level of participation is 11.40% SBE 1.42% DVBE. Rideco is exceeding the SBE commitment by 1.17% and has a 1.78% DVBE shortfall.

Rideco contends that Metro descoped work to focus more directly on operation of the service, post-pandemic, which impacted its utilization of originally listed SBE/DVBE firms Arellano, Ready Artwork, and Proforma. Rideco submitted an updated mitigation plan outlining their efforts to bring additional SBE/DVBE firms onto the project to meet Metro's need. Rideco added DVBE firm, Semper FI Automotive Inc. dba Fullerton Ford to perform Vehicle Inspection and Maintenance Services and stated this will help narrow the gap towards reaching its DVBE commitment. Staff will continue to track and monitor Rideco's efforts to meet or exceed their commitments.

<b>Small Business Commitment</b>	<b>10.23% SBE 3.20% DVBE</b>	<b>Small Business Participation</b>	<b>11.40% SBE 1.42% DVBE</b>
----------------------------------	----------------------------------	-------------------------------------	----------------------------------

	<b>SBE Subcontractors</b>	<b>% Committed</b>	<b>Current Participation<sup>1</sup></b>
1.	Arellano Associates	2.19%	1.45%
2.	Design Studios dba Ready Artwork	8.04%	2.50%
3.	Sandbox Production, LLC dba Autoconcierge	Added	7.45%
	<b>Total SBE Participation</b>	<b>10.23%</b>	<b>11.40%</b>

	<b>DVBE Subcontractors</b>	<b>% Committed</b>	<b>Current Participation<sup>1</sup></b>
1.	DVE Global Marketing, Inc. dba Proforma DVA Global Marketing	3.20%	1.32%
2.	Semper Fi Automotive Inc.	Added	0.10%
	<b>Total DVBE Participation</b>	<b>3.20%</b>	<b>1.42%</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**

A review of the current service contract indicates that the Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) was not applicable at the time of award. Therefore, the LW/SCWRP is not applicable to this modification.

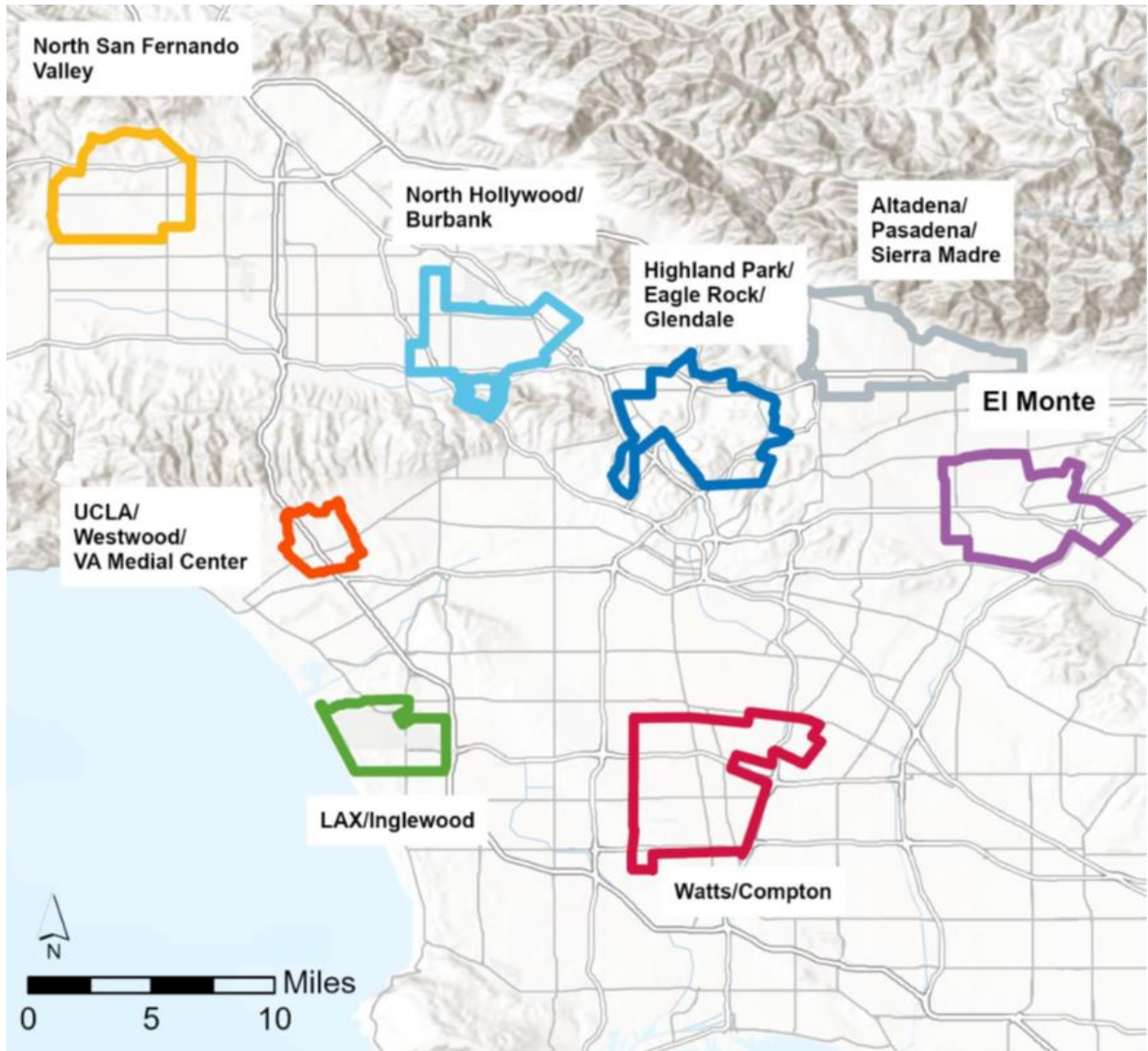
**C. Prevailing Wage Applicability**

Prevailing wage is not applicable to this modification.

**D. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. Project Labor Agreement/Construction Careers Policy is applicable only to construction contracts that have a construction contract value in excess of \$2.5 million.

# MicroTransit Zones Map



# ATTACHMENT E

## NextGen Bus Route Mitigations

Zone Name	NextGen Replacement	NextGen Mitigation	Revenue Service Hour	NextGen Fixed-Route Cost
Watts/Compton	Routes: 254 and 612	Restore Line 612.	19,564	\$ 4,204,695
LAX/Inglewood	Routes: 625	Restore Line 625 (weekday only as it was)	5,916	\$ 970,520
El Monte	N/A	None		
North Hollywood/Burbank	Routes: 183 (Bel Aire Dr) and 222(Barham Bl)	Extend Line 96, Modify Line 155.	6,333	\$ 1,213,295
Highland Park/Eagle Rock/Glendale	Routes: 183, 201, 256 (part) and 685	Restore Lines 201, 685 (modified); Extend Line 179	43,404	\$ 9,328,280
Altadena/Pasadena/Sierra Madre	Routes: 256 (part), 264, 267 (part), 268 (part), 487 (part), and 687	Extend/Modify Lines 287 and 686.	12,391	\$ 2,662,966
Northwest San Fernando Valley	Routes: 242/243 (Porter Ranch)	Extend Lines 242/243	10,217	\$ 2,195,838
UCLA/Westwood/VA Medical Center	N/A	None		
			<b>97,824</b>	<b>\$ 20,575,594</b>

**EFC Coverage Among Zones**

<b>Zone Name</b>	<b>% of Land Area in EFC</b>	<b>% of Population in EFC</b>	<b>Average Weekday Ridership FY23Q4</b>
Watts/Compton	68.0%	69.8%	443
LAX/Inglewood	33.2%	40.3%	126
El Monte	50.6%	73.3%	183
North Hollywood/Burbank	19.2%	29.5%	212
Highland Park/Eagle Rock/Glendale	19.3%	31.7%	531
Altadena/Pasadena/Sierra Madre	9.9%	23.7%	538
Northwest San Fernando Valley	3.9%	7.2%	207
UCLA/Westwood/VA Medical Center	5.5%	10.6%	115



# ATTACHMENT G

## MicroTransit Operational Model Concepts

### Cost Efficiency Considerations:

- Shifting operating costs to capital costs and optimize labor model to reduce operating costs and improve overall financial viability
- Effective January 2024, incrementally raising fares to the originally planned fare of \$2.50 (current MTP fares are \$1 per trip as an introductory fare)
- Structuring future contracts with better accounting for time-of-day and performance delivery to remain useful to customers and cost-effective for Metro
- Hybrid approach which combines a smaller MicroTransit program coupled with a partnership with a Transportation Network Company (TNC)

### Performance Enhancements:

- November 2023, streamlining operating hours (current MTP hours of operation are generally from 5 am to 11 pm) to address the demand for more service levels during high demand periods as indicated by failed search percentages
- June 2024, discontinuing or curtailing service in some low-performing Metro MicroTransit zones with consideration of continued service in zones where bus lines were eliminated/reduced due to NextGen

# Metro Micro™



**OPERATIONS, SAFETY, AND  
CUSTOMER EXPERIENCE COMMITTEE**

SEPTEMBER 2023

# Recommendations



- A. AUTHORIZE the extension of the MicroTransit Pilot Program to allow the project team to move forward with a new operational business model to improve overall performance and support a more sustainable on-demand transit service program as outlined in Attachment G.
- B. AUTHORIZE the Chief Executive Officer (CEO) to execute Modification No. 11 to Contract No. PS46292001 with RideCo., Inc., for the MicroTransit Pilot Project to extend the period of performance from October 1, 2023, through September 30, 2024, in an amount not to exceed \$14,120,992, increasing the Total Contract Value from \$43,225,766 to \$57,346,758; and
- C. AUTHORIZE the CEO to negotiate and execute a contract modification to extend Contract No. PS46292001 with RideCo, Inc., for an additional six months, if necessary, from October 1, 2024 through March 31, 2025, for demobilization, mobilization and deployment efforts utilizing funds to be requested during future fiscal year's budget process.

# Background



- Microtransit zone planning and NextGen bus network redesign were done in parallel
- NextGen and Microtransit service plans were compared and coordinated to ensure consistency in service priorities between MTP and fixed route bus network
- As a result, some of the MTP zones were adjusted to replace discontinued unproductive fixed route service



# Cost Analysis



- The annual cost of the MicroTransit program is \$31 million inclusive of \$16 million in Contract costs and \$15 million in Metro labor and overhead
- NextGen service reductions save \$20.5 million in annual operating costs
- Net costs for Microtransit is \$10.5 million (\$2 million considered as capital costs)



# Progress to Date

**Since the March 2023 Board approved 6-month contract extension, the Microtransit team have been optimizing the program as follows:**

- Rightsizing vehicles to minimize lease/maintenance cost
- Rewriting operator schedules to increase deployment to times/locations with greater demand and reduce down time
- Limiting bookings for customers with high cancellation rates to increase resources and coverage
- Adjusting the software algorithm to increase shared rides
- Researching other Microtransit deployments to understand key factors in developing a new business model that minimizes cost per passenger, and maximizes passengers per vehicle hour
- Evaluating service zones (e.g. stop spacing, ridership, duplication, productivity by time, day of week, and area)
- Reducing contract costs from \$16 million on the Mod-10 contract to \$14 million on the Mod-11 contract



# Microtransit Benefits

**Metro Micro Trip Variations from September 9 to 17, 2023**

Zones	First/Last Connection	No Fixed Route	One Fixed Route	Fixed Routes (2 plus)
Altadena/Pasadena/Sierra Madre	47.6%	13.6%	11.5%	27.4%
El Monte	42.4%	45.1%	1.3%	11.2%
Highland Park/Eagle Rock/Glendale	56.6%	17.5%	5.9%	20.1%
LAX-Inglewood	57.1%	10.0%	5.7%	27.2%
NoHo-Burbank	39.6%	7.4%	19.9%	33.1%
Northwest San Fernando Valley	45.4%	4.4%	14.5%	35.7%
UCLA/Westwood/VA Medical Center	54.5%	29.5%	2.3%	13.6%
Watt/Compton	43.7%	9.1%	11.2%	36.0%
<b>All Zones</b>	<b>48.4%</b>	<b>14.8%</b>	<b>9.9%</b>	<b>27.0%</b>

- 48% of trips provide first/last mile connections to fixed route service
- 15% of trips provide service where no fixed route exists
- 11% of Microtransit riders are new to Metro services



# Next Steps



## Board approval of this 12-month extension will allow Microtransit to accomplish the following:

- Continue internal optimization by developing a new business model to achieve performance/cost goals
- Anticipate a new RFP issued on Fall-Winter 2023
- Streamline operating hours (e.g. reduce span of service) and discontinue or reduce service coverage in low performing zones by June 2024
- Discontinue the introductory fare of \$1 and returning to the originally planned fare of \$2.50 per ride by January 2024

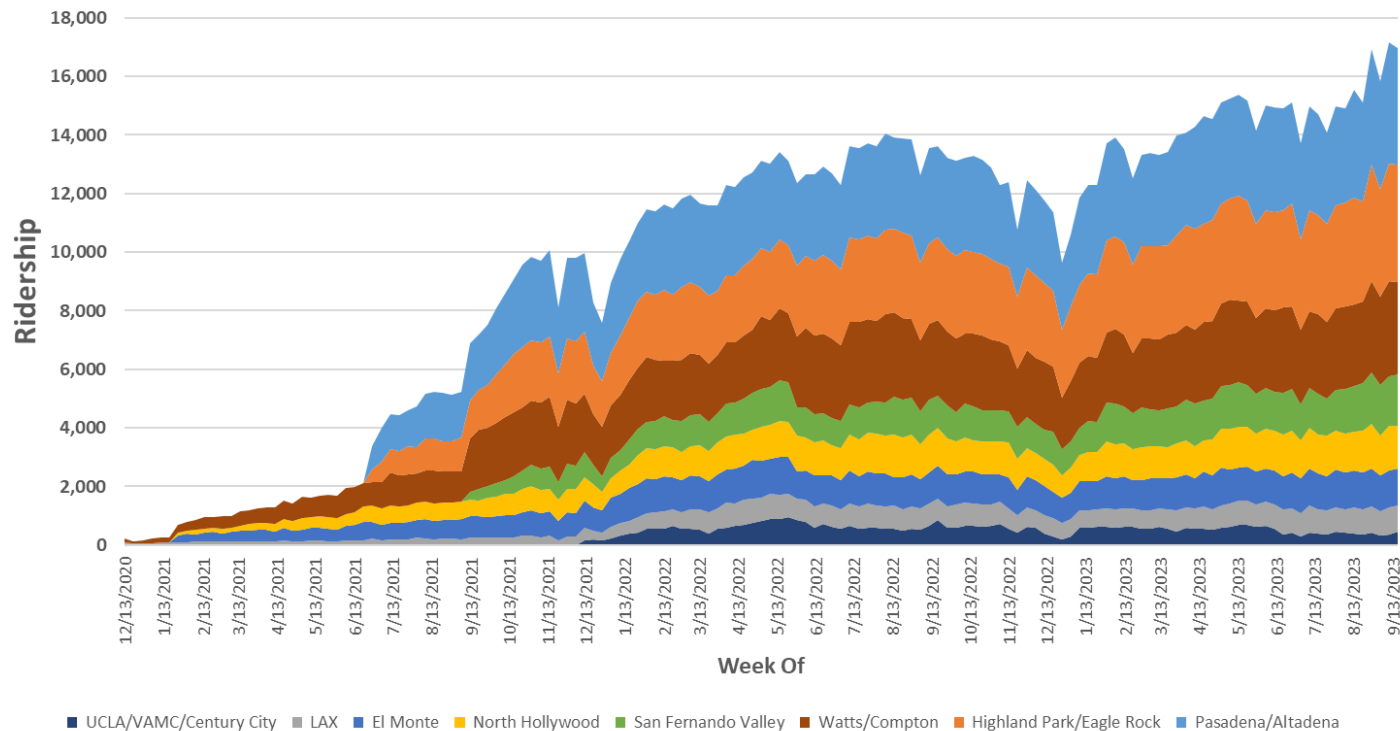




# Ridership



## Total Week Ridership





Metro

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

## Board Report

---

**File #:** 2023-0608, **File Type:** Minutes

**Agenda Number:** 2.

---

**REGULAR BOARD MEETING  
SEPTMEBER 28, 2023**

**SUBJECT: MINUTES**

**RECOMMENDATION**

APPROVE Minutes of the Regular Board Meeting held July 27, 2023.

**July 2023 RBM Public Comment – Item 33**

From: Olga Lexell <olga@streetsforall.org>  
Sent: Wednesday, July 26, 2023 9:42 AM  
To: Board Clerk <BoardClerk@metro.net>  
Subject: Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

[YOUR NAME]  
[YOUR ZIP CODE]

**From:** Ryan Hiney <ryanhiney@gmail.com>  
**Sent:** Wednesday, July 26, 2023 10:37 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,  
Ryan Hiney  
90808

**From:** Larry <cyclotron1992@gmail.com>  
**Sent:** Wednesday, July 26, 2023 10:37 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Larry Biroff

Sylmar, 91342

**From:** John Lloyd <boyonabike62@gmail.com>

**Sent:** Wednesday, July 26, 2023 10:38 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

John Lloyd  
91024

--

John Lloyd  
Sierra Madre, CA

**From:** Stu Selonick <selonicks@gmail.com>  
**Sent:** Wednesday, July 26, 2023 10:39 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies in CA are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; I know that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening. This induces demand and makes traffic worse.

Let's make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled. Transit and bike infrastructure are the answer.

Thanks,

Stu Selonick

90036

**From:** Hannah Gray <hannahkatharineg@gmail.com>  
**Sent:** Wednesday, July 26, 2023 10:41 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Hannah Gray  
90019



**From:** Lois Keller <kellergals@gmail.com>  
**Sent:** Wednesday, July 26, 2023 10:41 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Sincerely,  
Lois Keller

91604

--

[www.loiskeller.com](http://www.loiskeller.com)

**From:** Matt Babb <mathiasquimby@gmail.com>  
**Sent:** Wednesday, July 26, 2023 10:41 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Matthew Babb

90039

**From:** Matt Ruscigno <mattruscigno@gmail.com>  
**Sent:** Wednesday, July 26, 2023 10:42 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item #33 - public comment

Dear members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending.

But this doesn't have to be a bad thing; the sad reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: active transportation projects, not car-centric projects that induce vehicle miles traveled!

The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Matt Ruscigno MPH, RD

90028

--

stay in touch | [newsletter](#) | [twitter](#) | [instagram](#)

**From:** Brett Hollenbeck <brett.hollenbeck@gmail.com>  
**Sent:** Wednesday, July 26, 2023 10:44 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

We need to prioritize active transportation projects over car-centric ones to reduce vehicle miles traveled. Please reevaluate the many planned freeway improvements that Metro has on its schedule. By reassessing these projects and potentially redirecting the resources, we can prioritize projects that support walking, cycling, and other sustainable modes of transport. By doing so, we can effectively reduce VMT, contributing to a greener and more eco-friendly environment.

Best,

Brett Hollenbeck  
4431 Purdue Ave, Culver City, CA 90230

**From:** Tamas Nagy <iam@tamasnagy.com>  
**Sent:** Wednesday, July 26, 2023 10:46 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening. We keep trying the same thing and we shouldn't be surprised when it doesn't work.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Tamas Nagy

90066

**From:** Gustavo Ornelas <gusto@hey.com>  
**Sent:** Wednesday, July 26, 2023 10:50 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Please stop investing in freeway widening. It only induces car travel and limits opportunities for better methods of transportation. Not to mention inducing car travel is contributing to climate change and global warming.

Please take this opportunity to expand other forms of transportation and end freeway widening projects.

Thank you,

Gustavo Ornelas  
91206

**From:** Nathan Fan <nathan.fan14@gmail.com>  
**Sent:** Wednesday, July 26, 2023 10:51 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Nathan Fan

90034

**From:** Reed Alvarado <reedalvarado@gmail.com>  
**Sent:** Wednesday, July 26, 2023 10:55 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Reed Alvarado

Los Angeles 90026

--

Reed Alvarado  
Getting There Transit  
GettingThereTransit.com  
Instagram: @reedalv  
Twitter: Getting\_there  
973.652.1776



**From:** Brandon Curran <brandonecurran@gmail.com>  
**Sent:** Wednesday, July 26, 2023 10:55 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Brandon Curran

**From:** Natalya Zernitskaya <nzernitskaya@gmail.com>  
**Sent:** Wednesday, July 26, 2023 11:05 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

As we know from exhaustive research, expanding and widening freeways does not improve traffic in the long term, and in fact makes it worse. Widening freeways also disparately increases negative health impacts due to emissions and micro-pollutants that are released in the air from vehicles traveling on those freeways, with low-income and marginalized communities bearing the brunt of these types of policies.

I should also note that we cannot rely solely on personal electric vehicles to get us out of the climate catastrophe that we are in because research has also shown that a significant portion of microparticulate matter that pollutes our communities near freeways and streets that serve as major thoroughfares is from tires, which all types of personal automobiles have.

The evidence shows that our transportation funding goes further and helps more people when we allocate it to public transportation and transportation infrastructure that makes it safer for people to use non-auto forms of transportation such as trains, busses, walking, biking, and the like.

We should be reducing our reliance on freeways and learn from the lessons of the past to enact better policies that will more equitably serve the millions of current and future residents of LA County.

Sincerely,

Natalya Zernitskaya

90404

From: Michael Royce <[snowpants1@mac.com](mailto:snowpants1@mac.com)>

Sent: Wednesday, July 26, 2023 11:10 AM

To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>

Subject: Item 33 - public comment

Members of the Metro Board,

I'm so excited about how our public transit system is finally expanding and extremely stoked to start taking the Wilshire line which comes right to my neighborhood once.

So let's put transportation funding where it's most needed: towards active transportation projects, not car-centric projects!

Best,

Mike Royce

90064

**From:** Ava Marinelli <admarinelli@gmail.com>  
**Sent:** Wednesday, July 26, 2023 11:11 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Ava Marinelli

Los Angeles, CA 90036

**From:** Em Aitch <housecoatnslippers@gmail.com>  
**Sent:** Wednesday, July 26, 2023 11:13 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening. I believe its well-understood by now that widening freeways only lead to more congestion. And meaningful alternatives are finally developing. I would rather my taxpayer dollars spent on public transport, and alternatives and amenities associated with transportation alternatives, including safe pleasant bike parking at transit stops, great bike, wheelchair, scooter and rollerblade access to places previously or currently served only by freeway, or highway. This is Metro's moment in history to shine and to really make a dent in the climate change that is upon us.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Sincerely,

Mimi Holt RN  
Los Angeles, 90019

**From:** Colin Bogart <colintbogart68@gmail.com>  
**Sent:** Wednesday, July 26, 2023 11:14 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Dear Members of the Metro Board,

Transit agencies across the state are under heavy scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening. Widening freeways is extremely expensive and eventually induces more traffic, as in the case of the 405 freeway.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation and transit projects, not car-centric projects that induce vehicle miles traveled. To mitigate VMT, we should stop the many planned freeway improvements Metro has scheduled. The era of freeway expansion must end now. Thank you for your thoughtful consideration of this issue.

Sincerely,

Colin Bogart

Pasadena, 91103

**From:** Kaly <ktrezos@gmail.com>  
**Sent:** Wednesday, July 26, 2023 11:16 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Kaly Trezos  
91775

From: Joe Karpinski <[joe.kpx@gmail.com](mailto:joe.kpx@gmail.com)>  
Sent: Wednesday, July 26, 2023 11:19 AM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Joseph Karpinski  
91335

Sincerely,  
Joe Karpinski



**From:** Matt Schwartz <mjschwartz24@gmail.com>  
**Sent:** Wednesday, July 26, 2023 11:19 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Matt Schwartz  
90045

**From:** Nicholas Lidster <nicklidster@hotmail.com>  
**Sent:** Wednesday, July 26, 2023 11:20 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

**Nicholas Lidster** (he/him/his)

Los Angeles, CA 90015

619.201.2073 | [nicklidster@hotmail.com](mailto:nicklidster@hotmail.com)

From: Matt Stumbo <[matthew\\_stumbo@icloud.com](mailto:matthew_stumbo@icloud.com)>  
Sent: Wednesday, July 26, 2023 11:20 AM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled.

Best,  
Matt Stumbo  
Pasadena 91106

**From:** Ben Mayne <bmayne.email@gmail.com>  
**Sent:** Wednesday, July 26, 2023 11:21 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. We should stop wasting time and money on freeway widening which induces demand and make traffic worse.

Best,

Ben Mayne

Los Angeles, 90025

From: Tesia Meade <[tesia.meade@gmail.com](mailto:tesia.meade@gmail.com)>  
Sent: Wednesday, July 26, 2023 11:26 AM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Tesia Meade  
Los Angeles 90005

**From:** Caleb Schimke <cschimke@live.com>  
**Sent:** Wednesday, July 26, 2023 11:34 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Unquestioningly approving freeway widening as a presumed necessity for expanding our infrastructure needs to stop. Please use the enhanced oversight of transportation agencies to limit or stop freeway widening projects. This is one of the highest leverage decisions that can be made to mitigate VMT in our region over the coming decades and will also open the way for alternative forms of transportation besides cars.

Best,

Caleb Schimke  
91754

**From:** Anton Shuster <brainiac86@gmail.com>  
**Sent:** Wednesday, July 26, 2023 11:36 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Let's add oversight to transportation agencies to keep them honest on their multi-modal promises. They spend too much money on freeways and not enough on bike lanes, rail, and public transit quality.

All planned freeway projects should be evaluated immediately for not doing enough to improve self-powered and public transit. Cancel them all and propose new ones that serve everyone.

Best,

Anton Shuster  
90025

**From:** Daniel Bezinovich <dbezinovich@gmail.com>  
**Sent:** Wednesday, July 26, 2023 11:41 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Daniel Bezinovich

435 S Alexandira

Los Angeles, 90020



**From:** George Hewitt <ghopperhewitt@gmail.com>  
**Sent:** Wednesday, July 26, 2023 11:43 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Metro is a leader on rail creation in the country but reducing walking and biking access makes the rail so much harder to use. We need to reduce the number of "improvements" to highway infrastructure but inducing demand does not address any problems about access, sustainability and safety.

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

George Hewitt

Los Angeles, 90291

**From:** Brenda Wang <brenda.wang11@gmail.com>  
**Sent:** Wednesday, July 26, 2023 11:51 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

It's important that we scrutinize how transportation spending is being used. We need to make sure that the transportation budget goes towards public transportation, new protected bike lanes, and pedestrian safety. We don't need more spending on freeway widening or new freeways, both which just encourage more drivers to create more traffic and pollution.

The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Brenda Wang

90034

**From:** Michael Peck <mikeepeak@gmail.com>  
**Sent:** Wednesday, July 26, 2023 11:59 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Michael Peck

Culver City, CA 90232

**From:** Tanner Vandebosch <tannerjv01@gmail.com>  
**Sent:** Wednesday, July 26, 2023 12:17 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Tanner Vandebosch  
90019

**From:** Tania Becker <taniasbecker@gmail.com>  
**Sent:** Wednesday, July 26, 2023 12:19 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

We need our transportation dollars to go to active transportation projects, not car-centric projects!

I'm writing to urge you to make decisions that modernize LA - projects that promote alternatives to car travel so we cut down on traffic, improve air quality and make alternative transit safer. Freeway widening will make things worse!

The people in LA want to use transit more - we need it safer and more reliable!

The people in LA want to use bikes more - we need it to be safer!

The people in LA want to walk more, it's the perfect climate for it - we need to make it a safer option!

These initiatives will take cars off the road and there will be no need for hwy widening. We need to look ahead, not back.

Best,

Tania Becker  
90046

**From:** Wesley Reutimann <wesleyreutimann@gmail.com>

**Sent:** Wednesday, July 26, 2023 12:19 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Comment - Item 33 - please align Metro spending with climate, air quality, and health goals

Dear board members,

As a lifelong LA county resident far too familiar with the health impacts of living in one of the most polluted air districts in the United States, I urge you to exercise true leadership and commit to science-based transportation planning that eliminates more road and highway widening and focused spending on transit, active transit, and congestion pricing.

Cities around the world are tackling climate and air pollution by reducing VMT with these transportation tools. Please commit future spending to projects that align with 21st century challenges and needs, and protect public health.

Thank you,

Wes reutimann

Pasadena 91103

--

**Wesley Reutimann**

626-529-4615

**From:** Elias Platte-Bermeo <eliasbermeo97@gmail.com>  
**Sent:** Wednesday, July 26, 2023 12:22 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

I am a car-free Angeleno and am committed to fighting for a Los Angeles that works for all types of mobility, not just cars. Our city needs greater investment in public transit and active transportation.

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Elias Platte-Bermeo

Zip: 90232

--

Elias Platte-Bermeo

[eliasbermeo97@gmail.com](mailto:eliasbermeo97@gmail.com)

mobile: (650) 787-4045

**From:** Sam Shapiro-Kline <sshapirocline@gmail.com>  
**Sent:** Wednesday, July 26, 2023 12:25 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Sam Shapiro-Kline

90403



**From:** Max Fung <maxhfung@gmail.com>  
**Sent:** Wednesday, July 26, 2023 12:39 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board, Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening. Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled. Best, Max Fung, ZIP 90066

Sent from my Apple Watch

**From:** Eric Walker <ewalker41@gmail.com>  
**Sent:** Wednesday, July 26, 2023 12:40 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

To the Metro Board,

As you know, the state is closely monitoring how we use our transportation funds. This is a chance for us to reevaluate our priorities and invest in projects that benefit our communities and the environment, not projects that encourage more driving and pollution, like freeway widening.

As a lifelong Angeleno and both a driver and cyclist, I urge you to redirect our transportation dollars to active transportation projects, such as bike lanes, sidewalks, and transit. These projects will reduce vehicle miles traveled, which is a key indicator of greenhouse gas emissions and traffic congestion. The worst thing we can do is to continue with the planned freeway improvements Metro has on the table.

Best,

Eric Walker  
90034

**From:** Nick Cron-DeVico <nickcrondevico@gmail.com>  
**Sent:** Wednesday, July 26, 2023 12:46 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Dear Members of the Metro Board,

With transportation spending facing increased state scrutiny, we have a unique chance to redirect funds towards more impactful projects. Currently, a significant portion of our budget is allocated to unnecessary projects like freeway widening, which do not address the root issues of transportation challenges.

I urge us to seize this opportunity and prioritize active transportation projects over car-centric ones. By focusing on initiatives that reduce vehicle miles traveled, we can make a meaningful impact on our communities and the environment. Let's reevaluate the planned freeway improvements and allocate our resources wisely to meet the most pressing transportation needs.

Thank you for your consideration.

Sincerely,

Nick Cron-DeVico

90039

**From:** Allen N <anatian@gmail.com>  
**Sent:** Wednesday, July 26, 2023 12:48 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

You can't be an environmental activist and also advocate for freeways. They clash by nature. Also electric cars are not the answer. While they are better than gasoline cars, electric cars do not solve the issues we have with car dependence since they are still...cars.

Best,

allen Natian  
90731

**From:** Emmanuel Alcantar <emmanuel.j.alcantar123@gmail.com>  
**Sent:** Wednesday, July 26, 2023 12:49 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Too often our transportation dollars are spent on projects like freeway widening where the pollution that occurs disproportionately affects low-income communities of color like mine here in South Los Angeles.

I'm urging you to consider using your transportation funding towards active transportation projects, not car-centric projects like the many planned freeway improvements Metro has scheduled. It's both a transit and environmental justice issue.

Best,

Emmanuel Alcantar  
90037

**From:** Dahlia Persoff <dahliashoesoff@yahoo.com>

**Sent:** Wednesday, July 26, 2023 12:57 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Item 33 - public comment

Dear members of the Metro Board,

California has already turned away from VMT towards moving people and goods. Please stop studying car-centric projects that induce vehicle miles traveled such as the 405 managed lanes project. Mitigate VMT by stopping the many planned freeway improvements Metro has scheduled.

Instead of wasting money studying untenable scenarios, put the money into more affordable bike and ped improvements.

Thank you,

Dahlia Reano

90034

**From:** Steven Williams <stevenmwilliams99@gmail.com>  
**Sent:** Wednesday, July 26, 2023 12:59 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Please prioritize public transportation connectivity and function over creating more opportunities for more cars to be on freeways at a time. We should be going in this direction by now. We need projects that get more people out of their cars and onto public trains, busses and protected bikepaths. We need to incentivise public transit options rather than continually add lanes for personal auto use.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Steven Williams  
90291

**From:** Evan Clark <evansaysblah@gmail.com>  
**Sent:** Wednesday, July 26, 2023 1:01 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening. My asthma lungs can't take it anymore.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled.

The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Evan Clark  
91423



**From:** Aviv Schifrin <asmusic39@gmail.com>  
**Sent:** Wednesday, July 26, 2023 1:01 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies' transportation spending are coming under scrutiny across the state, but this isn't necessarily a bad thing; the reality is that too much of our transportation budget is spent on projects like freeway widening that induce car-travel and inefficient sprawling growth.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards increasing transit frequency and priority, and towards improving bike and pedestrian safety, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Aviv Schifrin

Resident of 90024

From: Sam Potts <[agrajagg3@yahoo.com](mailto:agrajagg3@yahoo.com)>  
Sent: Wednesday, July 26, 2023 1:06 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled. Instead, let's focus our taxpayer dollars on creating a healthy, diversified transportation system (hint: transit is the easiest way to diversify), while also looking at more efficient land uses (such as mixed use and medium density zoning) that eliminate transportation problems in the first place!

Best,

Sam Potts 91364

**From:** Anne Xu <annemxu@gmail.com>  
**Sent:** Wednesday, July 26, 2023 1:18 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Public comment - Item 33

Hello Members of the Metro Board,

Please prioritize spending for active transportation projects to keep our communities accessible and more environmentally friendly. A large portion of our transportation budget is used for projects like freeway widening that doesn't help alleviate the problem significantly and contributes to climate change. Please invest in what truly reduces vehicle miles traveled like public transportation which I and many people in my community rely on.

Thank you,

Anne Xu

91754

**From:** Douglas Coulter <douglas.coulter@gmail.com>  
**Sent:** Wednesday, July 26, 2023 1:32 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

I ask you to consider how you can help the city's transportation needs beyond cars and how your priorities can be shifted to more sustainable transportation. Climate change continues to accelerate - you can see it every day as vast parts of the country swelter in 100+ heat or how the ocean temperature is reaching unseen levels. Angelenos must take every opportunity we can to identify opportunities to reduce our greenhouse gas output. De-prioritizing car travel and making more sustainable travel options like buses, trains, bikes, and walking easier to access for everyone should be a key part of this.

The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,  
Douglas Coulter

90036

**From:** Nancy Matson <nancyloum@gmail.com>  
**Sent:** Wednesday, July 26, 2023 1:38 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Metro Board,

As extreme heat, unhealthy air, and even the disappearance of the gulf stream loom on the horizon, we have a great tool to reduce emissions: a redirection of our transportation budget towards low and zero emissions transportation options.

And an ability to NOT do something that we know will never reduce VMTs by cars: freeway widening.

Any transitional inconvenience for these transitions are far outweighed from the imminent threat of fewer days we can all spend outside in the baking sun and dirty air, and the untold other effects from greenhouse gas emissions that will linger in our atmosphere for up to a thousand years.

Thanks so much for taking the lead on this.

Nancy Matson  
Neighborhood Council Sustainability Alliance Transportation Committee  
WRAC Transportation & Mobility Committee  
Del Rey Green Committee

"You don't need a car -- you need a ride!"

From: [arjun.mody1@gmail.com](mailto:arjun.mody1@gmail.com) <[arjun.mody1@gmail.com](mailto:arjun.mody1@gmail.com)>

Sent: Wednesday, July 26, 2023 1:48 PM

To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>

Subject: Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Arjun Mody  
90094

**From:** Allen liou <allenl@outlook.com>  
**Sent:** Wednesday, July 26, 2023 1:52 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Dear Members of the Metro Board,

Please stop widening freeways. Public transit is the way to go. Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Allen Liou

Los Angeles, 90010

**From:** Marjorie Hunt <hunt.marjorie.e@gmail.com>  
**Sent:** Wednesday, July 26, 2023 1:53 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Dear Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. This doesn't have to be a bad thing. Many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Instead, let's use this opportunity to make sure our transportation funding goes where it's most needed given the climate crisis we are collectively facing. We need active transportation projects that improve walking, biking, and shared transit (bus/train) options, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to STOP the many planned freeway improvements Metro has scheduled and invest in changes that move us toward a climate-safe future.

Sincerely,

Marjorie Hunt  
90042



**From:** Danielle Carne <danielle.carne@gmail.com>  
**Sent:** Wednesday, July 26, 2023 2:55 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Danielle Carne  
90006

**From:** Brenda Nuyen <bnuyen@gmail.com>  
**Sent:** Wednesday, July 26, 2023 2:56 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,  
Brenda Nuyen

Zip code 90016

**From:** Noel Medrano <medrano3190@gmail.com>  
**Sent:** Wednesday, July 26, 2023 3:25 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Noel Medrano

Chinatown, Los Angeles 90012

**From:** Ross Pringle <rossnpringle@gmail.com>  
**Sent:** Wednesday, July 26, 2023 3:48 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Dear Members of the Metro Board:

Californians need to drive LESS. This is the obvious conclusion that can be drawn from multiple sources.

1) Climate Change - Personal vehicles are a major contributor to greenhouse gas emissions. In fact, in California over 25% of emissions come from "Passenger Vehicles"

<https://ww2.arb.ca.gov/ghg-inventory-graphs>

Our increasingly hot summers (it's 103 degrees here right now!) and warmer winters are a direct result of all our driving and we need to address this issue NOW and for the foreseeable future.

2) Southern California's highways are choked by gridlock - A trip that "should" take 20 or 30 minutes often can take an hour or more! Drivers waste millions of hours collectively sitting in traffic, that is a direct result of poor design and development of our cities and infrastructure.

3) Owning personal vehicles is expensive - The cost of owning a new car is over \$10,000

<https://www.nerdwallet.com/article/loans/auto-loans/total-cost-owning-car>

and even used cars are fairly expensive to own. That major expense is borne by just about everyone in Southern California because of the lack of housing and transportation options, again due to poor planning and development.

So what needs to change? Currently, transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening. This simply creates "induced demand" and the freeway fills up again. Please watch this helpful video: <https://youtu.be/bQld7iJJSyk>

Instead, as the video says, let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects & public transit, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

We can do better!

Thank you for your thoughtful consideration,

Ross Pringle  
91711

From: Richard Dawson <[rcdawson@att.net](mailto:rcdawson@att.net)>  
Sent: Wednesday, July 26, 2023 3:53 PM  
To: Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>  
Subject: Item 33 - public comment

Members of the Metro Board,

You build it and they will come. Maybe OK for a baseball field, but not for freeways.

Stop catering to car manufacturers. Widening freeways doesn't decrease congestion. It attracts more cars with the attendant congestion, pollution, and carbon dioxide emissions. We need to address transportation needs with expanded and improved public transportation.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

[YOUR NAME]  
[YOUR ZIP CODE]

**From:** Kiersten Stanley <kierstenstanley@gmail.com>

**Sent:** Wednesday, July 26, 2023 4:42 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

I would also urge Metro to follow their own plans and budgets for projects, and actually deliver complete streets with pedestrian plazas, reduced car travel lanes, and increased Class I & IV bike lanes for every project delivered. Please stop letting grant funds expire or going against your own plans and promises to communities of building truly better, first-class infrastructure improvements. And if an EIR/EIS review says to keep car lanes at the expense of cyclist and pedestrian space? Then it's long past time to update environmental standards for a cleaner, greener, and quieter future. One in which people and communities are at the forefront, not cars.

Best,

K. Stanley  
91604

**From:** JJ Jung <kyeong.jung.newsletters@gmail.com>  
**Sent:** Wednesday, July 26, 2023 4:44 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny when it comes to transportation spending. But this doesn't have to be a bad thing; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening.

Let's use this opportunity to make sure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Kyeong Hoon Jung  
90026

**From:** Joshua Gonzales <joshua@abundanthousingla.org>  
**Sent:** Wednesday, July 26, 2023 4:55 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Item 33 - public comment

Members of the Metro Board,

Transit agencies across the state are under heavy state scrutiny regarding transportation spending. But this doesn't have to be bad; the reality is that many of our transportation dollars are spent on projects that shouldn't happen, like freeway widening, which only makes traffic worse and increases pollution levels.

Let's use this opportunity to ensure our transportation funding goes where it's most needed: towards active transportation projects, not car-centric projects that induce vehicle miles traveled. The best way to mitigate VMT is to stop the many planned freeway improvements Metro has scheduled.

Best,

Joshua Gonzales

90006



July 25, 2023

**VIA U.S. MAIL & E-MAIL (BoardClerk@metro.net)**

Collette Langston  
Board Clerk  
Los Angeles County MTA  
One Gateway Plaza, MS:99-3-1  
Los Angeles, CA 90012

**Re: Objection to Proposed Adoption of Resolution of Necessity for Taking Portions of Certain Real Property Located at 111 North Gale Drive, Beverly Hills, California 90211 (Also Identified as Assessor Parcel Number 4334-022-063) by Eminent Domain for the Westside Purple Line Extension Project, Section 1**

Dear Ms. Langston:

This firm represents GSH Gale, LLC, EMCAP BHL, LLC, NES 111, LLC, and IA GALE, LLC (collectively, the “Property Owner” and/or “Owner”), fee owners of the above-referenced real property (the “Subject Property”).

We have received notice that Los Angeles County Metropolitan Transportation Authority (“MTA”) intends to allegedly consider adopting a Resolution of Necessity (the “Resolution” and/or “RON”) authorizing the taking of portions of the Subject Property by condemnation for the Westside Purple Line Extension Project, Section 1 (the “Project”). The hearing on the Resolution is set for July 27, 2023, at 10:00 a.m., at MTA’s Board Room located at One Gateway Plaza, 3<sup>rd</sup> floor, Los Angeles, California 90012-2952. The purpose of this letter is to provide written objections on behalf of the Property Owner to the adoption of the Resolution and also provide notice of the Property Owner’s intent to appear and be heard at the Resolution hearing. **Accordingly, we request that this letter be included as part of the formal record on that agenda item. Please confirm receipt of this letter via email at abanker@palmierilawgroup.com.**

Further, the Property Owner requests that it is provided with the appropriate administrative hearing or other process that is required by MTA to address the Property Owner’s concerns prior to MTA’s adoption of the Resolution.

Collette Langston  
July 25, 2023  
Page 2

The Property Owner believes that the adoption of the Resolution is improper at this time, and objects to its adoption on each of the following specific grounds:

1. **Pre-commitment by MTA Renders this Resolution Void; MTA Is Incapable of Conducting a Fair, Legal, And Impartial Hearing.**

MTA contracted away its discretion long ago and has already pre-committed itself to the purported Project and taking. As such, any hearing concerning the adoption of the resolution by MTA would be a predetermined result. The proposed resolution hearing is a pretense and artifice, and any resolution adopted under these circumstances would be voidable by a court of competent jurisdiction. (*Redevelopment Agency v. Norm's Slauson* (1985) 173 Cal.App.3d 1121, 1127.)

In *Norm's Slauson*, the Court held that the condemning agency's approval of the resolution of necessity was invalid since the agency "simply 'rubber stamped' a predetermined result because, prior to any hearing on the resolution, it (i) entered into an agreement with a developer by which the agency agreed to transfer a portion of defendant/property owner's restaurant, and the developer agreed to construct a condominium thereon; and, (ii) issued and sold tax exempt bonds to pay for the acquisition. (*Norm's Slauson, supra*, 173 Cal.App.3d at p. 1127.) "In short, the agency, without any notice to Norm's [the property owner], in effect sold the property and issued bonds to obtain the money to acquire the property all before taking any steps to condemn the property." (*Id.*, at p. 1125.)

As a condition precedent to the exercise of the power of eminent domain, a public agency "must hold a public hearing to determine whether a particular taking meets the [requirements of Civil Code section 1245.235, i.e., is for a public use, necessary, and designed in such a manner to cause the least private injury]...." (*Norm's Slauson, supra*, 173 Cal.App.3d at p. 1125 [Emphasis added].) "Implicit in this requirement...is the concept that...the [a]gency engage in a good faith and judicious consideration of the pros and cons of the issue and that the decision to take be buttressed by substantial evidence...." (*Id.*, at pp. 1125-6.) "[A]n agency that would take private property...must...conduct a fair hearing and make its determination on the basis of evidence presented in a judicious and nonarbitrary fashion." (*Id.*, at p. 1129.) In the absence of a fair and impartial hearing, the resolution of necessity is void.

Collette Langston  
July 25, 2023  
Page 3

If the condemning agency fails to conduct itself in this manner, then the resolution is not entitled to its ordinary conclusive effect and the burden of proving the elements for a particular taking rests on the government agency with the court being the final adjudicator. (*Norm's Slauson, supra*, 173 Cal.App.3d at pp. 1128-1129.) "The governmental agency in such a situation cannot act arbitrarily and then seek the benefit of having its decision afforded the deference to which it might otherwise be entitled." (*Id.*, at p. 1129.) In the absence of a fair and impartial hearing, the resolution of necessity is void. It creates no presumption in favor of the County's conduct. (*Id.* at p. 1127; See also, *San Bernardino County Flood Control Dist. v. Grabowski* (1988) 205 Cal.App.3d 885, 897.)

In this case, MTA's proposed adoption of a resolution to bestow on itself the authority to do that which it has already done is a sham predicated on a predetermined result for the foregoing reasons:

- Though MTA has not formally acquired the property it now seeks to condemn, MTA has already approved, authorized and apportioned funds for use of the Subject Project as a construction staging yard, entered into contracts with various consultants, contractors and other personnel to utilize the Subject Property as a construction staging yard, and has in fact *already* trespassed onto, occupied, possessed and used the Subject Property without legal title or right for use as a construction staging yard for its Project.
- As a result, the Property Owner has already commenced an inverse condemnation action entitled, *GSH Gale, LLC et al. v. Los Angeles County Metropolitan Transportation Authority et al.*, Los Angeles County Superior Court Case No. 23STCV08169. The filing of the inverse action circumvents MTA's need to file the anticipated direct action.
- Likewise, the purported contemplated use on the Subject Property which is the basis of the Resolution hearing is already ongoing. MTA is already in possession of, and using the Subject Property to the detriment of the Property Owner and has incorporated such use in its Project.

Collette Langston  
July 25, 2023  
Page 4

- Now, months *after* utilizing the Subject Property for the Project, MTA is purportedly considering a Resolution to condemnation property rights, many of which it has already taken, for an alleged Project that it has almost completed!
- Accordingly, before any hearing on the proposed Resolution can take place, MTA has already predetermined that it was going to acquire property from the Property Owner to undo that which it has already done.
- MTA has put the proverbial “cart before the horse.” MTA’s conduct is not only in violation of the precepts of *Norm’s Slauson*, but also of the Government Code and applicable case law. In an eminent domain proceeding, a public agency has an overriding obligation to deal forthrightly and fairly with property owners. (*City of Los Angeles v. Decker* (1977) 18 Cal.3d 860, 871; See, e.g., *Kunec v. Brea Redevelopment Agency* (1997) 55 Cal.App.4th 511, 523-524.)
- Here, MTA has ignored its *affirmative* obligations under the Government Code by “jumping the gun,” and pre-committing itself to utilizing the Subject Property as a construction staging yard for the Project without first providing its own citizenry with due process of law or complying with fundamental precepts of California Eminent Domain law.

In this instance, MTA has already predetermined the outcome of the hearing well before it was set. MTA has impermissibly and irrevocably committed itself to take portions of the Subject Property. Accordingly, MTA’s anticipated approval of the Resolution is invalid because MTA has no discretion but to approve the Resolution since MTA has already committed itself to the Project by *previously* constructing the Project and having *already* taken some of the property rights for which it claims to be considering at the upcoming hearing. (See, e.g., *Norm’s Slauson, supra*, 173 Cal.App.3d at pp. 1127-30; Code Civ. Proc. § 1245.255, subd. (b).)

Accordingly, if the Resolution is adopted, the hearing which led to its adoption will have been a pretense and MTA’s policy-making board will simply be “rubber stamping” a pre-determined result. Such an action would constitute more than a gross abuse of discretion; it would represent the elimination of any discretion whatsoever. Accordingly, if the Resolution is adopted, it will be subject to attack on this basis.

Collette Langston  
July 25, 2023  
Page 5

**2. The Property Owner’s Due Process and Statutory Rights Are Being Violated by MTA’s Perfunctory “Offer” and Failure to Negotiate in Good Faith to Avoid Condemnation.**

**A. MTA Has Failed to Extend a Legitimate Precondemnation Offer Pursuant to Government Code section 7267.2.**

Government Code section 7267.2 mandates that the public agency establish an amount which it believes to be just compensation for the property rights it seeks to condemn based on an "approved appraisal," and then make an offer to the owner or owners of record for the *full* amount of the approved appraisal prior to initiating condemnation by adoption of a Resolution of Necessity. (Gov. Code, § 7267.2.) Section 7267.2 requires the written statement and summary to contain details sufficient to indicate clearly the basis for the offer. (*Ibid.*) The amount of the precondemnation offer must not be less than the agency's approved appraisal of the fair market value of the property." (*Ibid.*) Strict compliance with Section 7267.2 is a *mandatory* prerequisite prior to adopting a Resolution of Necessity and initiating an eminent domain action. (Code Civ. Proc., §§ 1240.040, 1245.230 (c)(4); *City of San Jose v. Great Oaks Water Co.* (1987) 192 Cal.App.3d 1005, 1011.) Failure to strictly comply with the requirements of Section 7267.2 is grounds for dismissing the entire proceeding. (*Ibid.*)

Here, MTA has not extended a legitimate Government Code section 7267.2 offer prior to the adoption of the Resolution of Necessity and, in fact, is relying upon a *knowingly* inadequate offer at the upcoming Resolution hearing. In this instance, MTA has commissioned multiple appraisals of the takings close in time and offered the Property Owner the lesser appraised value without explanation. MTA initially retained Brad Thompson to appraise the taking. Mr. Thompson concluded that the constitutionally mandated amount of just compensation owed to the Owner was \$1,108,000 based on an appraised value of \$1,000 per square foot (psf) for highly sought after developable real property located in Beverly Hills. MTA subsequently and inexplicably retained CBRE (Adam Bogorad) to conduct a second, lower appraisal. Not surprisingly, Mr. Bogorad concluded that the constitutionally mandated just compensation owed to the Property Owner for the same highly desirable and developable land in Beverly Hills was approximately \$300,000 less than the appraisal MTA obtained a matter of weeks earlier at \$827,000 (or approximately \$660 psf). Both appraisals are

Collette Langston  
July 25, 2023  
Page 6

close in time; yet, MTA offered the Owner the *lesser* appraised value and has not provided either complete appraisal to the Owner.

Internally, MTA is recognizing a substantially greater amount is owed to the Property Owner, yet as a litigation tactic is offering the Owner a *fraction* of that amount. MTA's conduct does not comport with its obligations under the Government Code, including but not limited to Sections 7267.1 and 7267.2. Failure to extend a valid precondemnation offer invalidates MTA's adoption of the Resolution and divests MTA of any authority to condemn.

It is inappropriate to attempt to condemn first, and then suggest that an error can be corrected by a subsequent offer or subsequent appraisal *after* the adoption of a resolution of necessity. (See, *City of Stockton v. Marina Towers* (2009) 171 Cal.App.4th 93.) MTA cannot correct its error by simply reappraising *after* adopting a Resolution to retroactively confer upon itself with the authority to do that for which it has already done.

California's Eminent Domain Law mandates *strict compliance* with its statutory requirements *before* a public entity may confer upon itself with the awesome power of eminent domain to condemn private property for a public purpose. "The proceeding to condemn land for a public use is special and statutory and the prescribed method in such cases must be *strictly* pursued especially if those methods benefit the [property] owner." (*City of Needles v. Griswold* (1992) 6 Cal.App.4th 1881, 1895, quoting *Harrington v. Superior Court* (1924) 194 Cal. 185, 191 and *City of Los Angeles v. Glassell* (1928) 203 Cal. 44, 46 [emphasis added].)

**B. MTA Has Failed To Negotiate, let, Alone, in Good Faith, Pursuant To Government Code Section 7267.1.**

Government Code section 7267.1 imposes an affirmative obligation on a public entity seeking to condemn property to seek to acquire that property first by negotiation. (*Johnston v. Sonoma County Agricultural Preservation & Open Space Dist.* (2002) 100 Cal.App.4th 973.) "The public entity shall make every reasonable effort to acquire expeditiously real property by negotiation." (Gov. Code, § 7267.1, subd. (a).) The duty to negotiate is designed to avoid litigation. "In order to encourage and expedite the acquisition of real property by agreements with owners, to avoid litigation and relieve congestion in the courts, to assure consistent treatment for owners in the public programs,

Collette Langston

July 25, 2023

Page 7

and to promote public confidence in public land acquisition practices, public entities shall, to the greatest extent practicable, make every reasonable effort to acquire property by negotiation." (8 Witkin, Summary of Cal. Law (10th ed.) Const. Law, § 972.)

In this case, MTA has woefully failed to do so. MTA has already taken the Owner's property rights without any payment of just compensation, though having no legal basis or right to do so. Then, MTA offered the Owner, without a copy of the appraisal or any ability to assess same, the Thompson appraisal at \$1.1 million. When the Owner refused, MTA employed "take it, or leave it" tactics by sending the Owner a Notice of Intent to Appraise; that was later coupled with a substantially lower offer of \$827,000, and a shocking 17 days' notice that MTA would be adopting a Resolution based on a knowingly inadequate offer in order to compel the Owner into unnecessary litigation.

Here, MTA has made and predicated the adoption of its Resolution on a knowingly inadequate precondemnation offer that the Owner cannot possibly accept especially considering that MTA internally recognizes that the offer is inadequate. MTA has also not provided the Owner with any information to assess the adequacy of the appraisals and/or address the Owner's concerns regarding the Project's current, ongoing and anticipated impacts to the remainder property.

Also, MTA's rush to condemn violates the Owner's due process rights to the extent MTA improperly attempts to assert that the upcoming eminent domain action is record limited. MTA's short notice is grossly inadequate time for the Owner to collate, analyze, and present all of its objections. The Owner objects to any assertion of "exhaustion" or "record limitation" at any ensuing trial on this matter and reserves all rights.

The fundamental precept of any good faith negotiation is that it be predicated on a *legitimate* precondemnation offer that complies with the Government Code. Here, MTA has ignored its obligation and, instead, is prematurely and haphazardly moving forward with this condemnation action and demanding that the Owner either "blindly" accept its precondemnation offer "as is" (without first providing the owner with an adequate opportunity to assess the adequacy of the offer) or be named as defendants in a condemnation action.

Collette Langston

July 25, 2023

Page 8

The power of eminent domain is the most coercive power granted to the government under the Constitution relating directly to the ownership of private property. However, with such coercive power comes the responsibility to exercise it appropriately and to seek impartial justice for both the government and private property owner. (See, *City of Los Angeles v. Decker* (1977) 18 Cal.3d 860, 871.) Here, MTA is ignoring its *affirmative* obligation under the Government Code. Rather, MTA seeks to force the Property Owner to accept a knowingly inadequate offer or be involved in a lawsuit. In this instance, MTA's conduct falls below its affirmative duty imposed under the Government Code and higher ethical duty to seek impartial justice. (See, *Decker, supra*, 18 Cal.3d at p. 871; See also, Gov. Code, §§ 7267.1, *et seq.*)

**3. MTA's proposed Project Is Not Planned or Located In The Manner That Will Be Most Compatible With The Greatest Public Good And The Least Private Injury.**

One of the necessity components that must be analyzed when considering the adoption of a resolution to authorize the taking of private property is whether the proposed project for which the property is sought to be taken is planned or located in a manner that is most compatible with the greatest public good and causes the least private injury. (Code Civ. Proc., § 1240.030, subd. (b).) In the absence of substantial evidence supporting MTA's Board's determination as to the planning and location of the proposed project, the Resolution of Necessity is invalid.

Here, MTA has already taken an exclusive use 8-year construction easement over the entirety of the Subject Property that has since expired. At the time of such prior taking, MTA asserted no further rights were necessary. Now, MTA claims it needs to extend the term of the construction easement for another 33 months; however, no alternative analysis has been conducted as to why. No alternative sites have been considered; no investigation has been undertaken. The absence of any analysis underscores MTA's inability to make the necessary finding that the Project as proposed is planned and located in the manner that will be most compatible with the greatest public good and the least private injury because MTA's Board has no evidence for which to rely upon. Because MTA has failed and refused to consider viable Project alternatives, MTA's board cannot make an informed determination as to whether the Project as proposed is "most compatible with the greatest public good and the least private injury."



Collette Langston  
July 25, 2023  
Page 9

**4. Based Upon Information Currently Known, the Property Sought To Be Acquired Is Not Necessary For the Project.**

One of the mandatory components to the necessity determination is that the property sought to be acquired must be necessary for the project. (Code Civ. Proc. § 1240.030, subd. (c).) The Eminent Domain Law defines "property" to include real and personal property and any interest thereon. (Code Civ. Proc., § 1235.170.) Thus, MTA must not only consider whether the property is necessary for the project but also whether the particular interest in the property that MTA seeks to take is necessary. In the absence of substantial evidence supporting such a determination, the Resolution of Necessity will be invalid. The Owners are informed and believes that viable project alternatives exist that would provide all of the amenities of the proposed Project but at a substantially reduced cost and with less private property. Those alternatives would materially reduce the need to acquire any private property for construction of the proposed project. However, MTA has failed to consider those project alternatives. Barring such consideration, MTA cannot make an informed determination as to whether the Subject Property is actually necessary for the project.

**5. MTA's Notice of Resolution Hearing Is Defective In That It Fails To Adequately Describe The Nature And Extent of Property Rights Proposed To Be Taken.**

The proposed Resolution must contain a description of the general location and extent of the property to be taken with sufficient detail for reasonable identification. (Code Civ. Proc., § 1245.230.) "When taking a temporary construction easement, the condemning agency *needs* to specify the area to be taken, the purposes for which it will be used, *the time the easement will commence and the duration of the easement.*" (7 Miller & Starr, Cal. Real Estate (4th ed. September 2022 Update) § 24:29.) In this case, MTA's notice states that it intends to consider the adoption of a Resolution authorizing acquisition by eminent domain of a temporary construction easement over certain real property described in the attached Exhibits A and B, though no duration or term is expressly stated within either Exhibit. Accordingly, MTA's notice is defective.

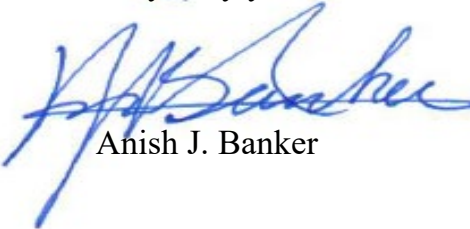
Collette Langston  
July 25, 2023  
Page 10

**6. The Property Owner’s Objections and Documents Incorporated By Reference Herein Must Be Included and Made Part of the Administrative Record on this Agenda Item.**

The Property Owner hereby incorporates by this reference into the administration record on this agenda item all pleadings filed in the civil action entitled, *GSH Gale, LLC et al. v. Los Angeles County Metropolitan Transportation Authority et al.*, Los Angeles County Superior Court Case No. 23STCV08169, filed on April 13, 2023. (Code Civ. Proc., §§ 1094.5, subd. (a), 1094.6, subd. (c); See also, See *Eureka Teachers Ass'n v. Bd. of Educ.* (1988) 199 Cal.App.3d 353, 367; *County of Contra Costa v. Social Welfare Bd.* (1962) 199 Cal.App.2d 468, 471-472; *Mattison v. Signal Hill* (1966) 241 Cal.App.2d 576, 578-579.)

Based upon the foregoing objections, the Property Owner respectfully requests that MTA not adopt the Resolution at this time or, at a minimum, continue the hearing on this agenda item until such time as the objections are addressed.

Very truly yours,



Anish J. Banker

AJB:ajb

cc: Craig Justesen, MTA, Interim Executive Officer-Real Estate (via email)  
Liset Corona, MTA, Principal Real Estate Officer (via email)  
David Graeler, Nossaman LLP (via Email Only)  
Patrick A. Hennessey  
Clients

**July 2023 RBM General Public Comment**

**From:** caseyjacks@yahoo.com@mg.gospringboard.io <caseyjacks@yahoo.com@mg.gospringboard.io> **On Behalf Of** Casey Welch  
**Sent:** Friday, July 14, 2023 6:13 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Keep L.A. Metro Safe: Prioritize Care-First Approaches

Dear L.A. Metro Board of Directors:

I support ACT-LA's call for care-first safety approaches on the Metro: End our unnecessary and harmful reliance on police in public transit and continue to fund more effective and proven safety initiatives such as our transit ambassador program and better infrastructure like improved lighting and more reliable and timely service.

Sincerely,

Casey Welch  
10830 Lamkins Street  
Sun Valley CA, 91352-2045

**From:** emmajanevalliere2050@gmail.com@mg.gospringboard.io  
<emmajanevalliere2050@gmail.com@mg.gospringboard.io> **On Behalf Of** Emily Valliere  
**Sent:** Wednesday, July 19, 2023 7:15 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Keep L.A. Metro Safe: Prioritize Care-First Approaches

Dear L.A. Metro Board of Directors:

I support ACT-LA's call for care-first safety approaches on the Metro: End our unnecessary and harmful reliance on police in public transit and continue to fund more effective and proven safety initiatives such as our transit ambassador program and better infrastructure like improved lighting and more reliable and timely service.

Sincerely,

Emily Valliere  
1415 James M. Wood Boulevard  
Los Angeles CA, 90015-1209

**From:** bharshberger1@gmail.com@mg.gospringboard.io  
<bharshberger1@gmail.com@mg.gospringboard.io> **On Behalf Of** Brendan Harshberger  
**Sent:** Thursday, July 20, 2023 11:44 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Keep L.A. Metro Safe: Prioritize Care-First Approaches

Dear L.A. Metro Board of Directors:

I support ACT-LA's call for care-first safety approaches on the Metro: End our unnecessary and harmful reliance on police in public transit and continue to fund more effective and proven safety initiatives such as our transit ambassador program and better infrastructure like improved lighting and more reliable and timely service.

I personally have not been assisted by an police officers on the Metro, and I find they have a chilling effect on ridership. On the other hand, the Metro ambassadors I have interacted with were approachable and helpful. I think their efficacy lies as much in their visibility as it does in their non-threatening nature. I believe this program could be a model for further reforms aimed at reducing police presence and increasing public comfort and safety.

Sincerely,

Brendan Harshberger  
3315 Club Drive  
Los Angeles CA, 90064-4813

**From:** bellavgarcia99@gmail.com@mg.gospringboard.io  
<bellavgarcia99@gmail.com@mg.gospringboard.io> **On Behalf Of** Bella Garcia  
**Sent:** Saturday, July 22, 2023 5:54 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Keep L.A. Metro Safe: Prioritize Care-First Approaches

Dear L.A. Metro Board of Directors:

I support ACT-LA's call for care-first safety approaches on the Metro: End our unnecessary and harmful reliance on police in public transit and continue to fund more effective and proven safety initiatives such as our transit ambassador program and better infrastructure like improved lighting and more reliable and timely service.

Sincerely,

Bella Garcia  
505 N 38th St  
Killeen TX, 76543-4151

**From:** Lindsay Kerns <info@email.actionnetwork.org>

**Sent:** Tuesday, July 25, 2023 2:18 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Re: Fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE General Public Comment

LA Metro Board Clerk,

As a Los Angeles resident who both believes in a universal right to movement and is also deeply concerned about air quality and the worsening effects of climate change on our city, I ask that the Metro Board of Directors and new Metro Board Chair Mayor Karen Bass make good on the Mayor's campaign promises to provide fare-free transit for all Angelenos. Fare-free transit will improve safety on transit (by increasing ridership), it will help working class Angelenos afford to take transit as much as they need, it will help get more Angelenos out of their CO2-emitting cars and onto energy-efficient trains, and it won't even take away much of the Metro budget because the budget is not reliant on fares. (Moreover, fare enforcement and machine maintenance is quite costly, and it eats up almost half of the revenue Metro makes in fares!). It also will help establish LA as a leader on climate action, taking bold moves to improve public transit and thus ensure a cleaner city and a livable climate for many generations of Los Angelenos to come. Fare-free is a no brainer, let's get it done!

Lindsay Kerns

[lkerns@gmail.com](mailto:lkerns@gmail.com)

1529 N. Commonwealth Ave.

Los Angeles, California 90027

**From:** Megan King Kelly <info@email.actionnetwork.org>

**Sent:** Tuesday, July 25, 2023 6:19 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Re: Fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE General Public Comment

LA Metro Board Clerk,

Meeting name: Regular Board Meeting

Meeting date: 7/27

Agenda # or item: 2023-0470 RECEIVE General Public Comment

-----  
Dear Board Clerk and Metro Board Members,

As a Los Angeles resident who both believes in a universal right to movement and is also deeply concerned about the worsening effects of climate change on our city, I ask that the Metro Board of Directors and new Metro Board Chair Mayor Karen Bass make good on the Mayor's campaign promises to provide fare-free transit for all Angelenos. Fare-free transit will improve public safety by increasing ridership, make transit more accessible for working class Los Angelenos, and it will encourage more people to take public transit, getting people off the roads and into cleaner, greener forms of transportation.

With the money Metro is set to spend on fare collection, it should instead be investing in improved services. The recent \$4 million budgeted for fare validators could pay for 20,000 bus service hours a year - about 100 extra trips every weekday! Why are we spending so much on fare enforcement when so little of the Metro budget is even covered by fares? It will be a far greater investment in the common good (and a greener, more liveable future) for us to expand and improve public transit services while making them free and accessible to all.

I love Los Angeles, and believe free, accessible transit will improve so many Angelenos' lives, cut traffic, improve air quality, and make us leaders in a movement toward greener urban



living. If we can do it (and we can), how many other cities will follow? This is an exciting opportunity, and one I hope the Board considers very seriously.

Thank you --

Megan King Kelly

Megan King Kelly

[megankingkelly@gmail.com](mailto:megankingkelly@gmail.com)

1965 Rodney Drive, #214

Los Angeles, California 90027

**From:** John Englund <[john@johnenglund.com](mailto:john@johnenglund.com)>

**Sent:** Wednesday, July 26, 2023 10:37 AM

**To:** Board Clerk <[BoardClerk@metro.net](mailto:BoardClerk@metro.net)>

**Subject:** Re: Fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE General Public Comment

LA Metro Board Clerk,

As a Los Angeles resident who both believes in a universal right to movement and is also deeply concerned about the worsening effects of climate change on our city, I ask that the Metro Board of Directors and new Metro Board Chair Mayor Karen Bass make good on the Mayor's campaign promise to provide fare-free transit for all Angelenos.

With the money Metro is set to spend on fare collection, it should instead be investing in improved services. The \$4 million budgeted for fare validators could pay for 20,000 bus service hours a year - about 100 extra trips every weekday!

John Englund

[john@johnenglund.com](mailto:john@johnenglund.com)

3767 Mercury Ave

Los Angeles, California 90031

**From:** Mike Royce <info@email.actionnetwork.org>

**Sent:** Wednesday, July 26, 2023 10:38 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Re: Fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE General Public Comment

LA Metro Board Clerk,

Dear Board Clerk and Metro Board Members,

As a Los Angeles resident who both believes in a universal right to movement and is also deeply concerned about the worsening effects of climate change on our city, I ask that the Metro Board of Directors and new Metro Board Chair Mayor Karen Bass make good on the Mayor's campaign promise to provide fare-free transit for all Angelenos.

With the money Metro is set to spend on fare collection, it should instead be investing in improved services. The \$4 million budgeted for fare validators could pay for 20,000 bus service hours a year - about 100 extra trips every weekday!

Universal fare-free transit could solve so many problems by helping boost the middle class in Los Angeles! When people have their basic needs covered, they can thrive, which will in turn boost the economy.

Thank you,  
Mike Royce

Mike Royce

[mikeroyce2010@gmail.com](mailto:mikeroyce2010@gmail.com)

2221 Linnington Ave

Los Angeles, California 90064

**From:** Dylan Kohler <dylan@kohlab.com>

**Sent:** Wednesday, July 26, 2023 10:46 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Re: Fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE General Public Comment

LA Metro Board Clerk,

Inequality, traffic, and the climate crisis... This is a no-brainer: make public transit free!

As a Los Angeles resident who both believes in a universal right to movement and is also deeply concerned about the worsening effects of climate change on our city, I ask that the Metro Board of Directors and new Metro Board Chair Mayor Karen Bass make good on the Mayor's campaign promise to provide fare-free transit for all Angelenos.

With the money Metro is set to spend on fare collection, it should instead be investing in improved services. The \$4 million budgeted for fare validators could pay for 20,000 bus service hours a year - about 100 extra trips every weekday!

Dylan Kohler

dylan@kohlab.com

1709 Dewey St.

Santa Monica, California 90405

**From:** Carley Towne <info@email.actionnetwork.org>

**Sent:** Wednesday, July 26, 2023 10:55 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Re: Fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE General Public Comment

LA Metro Board Clerk,

As a Los Angeles resident who both believes in a universal right to movement and is also deeply concerned about the worsening effects of climate change on our city, I ask that the Metro Board of Directors and new Metro Board Chair Mayor Karen Bass make good on the Mayor's campaign promise to provide fare-free transit for all Angelenos.

With the money Metro is set to spend on fare collection, it should instead be investing in improved services. The \$4 million budgeted for fare validators could pay for 20,000 bus service hours a year - about 100 extra trips every weekday!

Carley Towne

carleytowne@gmail.com

1756 Malcolm Ave Apt 1

Los Angeles, California 90024

**From:** Sam Zacher <samzacher93@gmail.com>

**Sent:** Wednesday, July 26, 2023 11:00 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Re: Demanding fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE  
General Public Comment

Dear Board Clerk and Metro Board Members,

As a Los Angeles resident who both believes in a universal right to movement and is also deeply concerned about the worsening effects of climate change on our city, I ask that the Metro Board of Directors and new Metro Board Chair Mayor Karen Bass make good on the Mayor's campaign promise to provide fare-free transit for all Angelenos.

With the money Metro is set to spend on fare collection, it should instead be investing in improved services. The \$4 million budgeted for fare validators could pay for 20,000 bus service hours a year - about 100 extra trips every weekday!

I take transit multiple times per week and believe our city will be more equal, stronger, and cleaner (with less air and climate pollution) if we make transit fare free.

Thank you,  
Sam Zacher

Koreatown, Los Angeles (901 S. Ardmore Ave)

--

Sam Zacher

He/him

(614) 315-5710

[samzacher93@gmail.com](mailto:samzacher93@gmail.com)

**From:** Connor Halleck <connor@halleck.com>

**Sent:** Wednesday, July 26, 2023 11:11 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Re: Fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE General Public Comment

LA Metro Board Clerk,

I live in Noho and I sometimes have to take medication that makes driving too dangerous. My neighbor has an eye condition that prevents him from ever driving. The bus and train systems are vital parts of the accessibility of our very economy and society. I am lucky that I can afford to pay fares, but many people are excluded from basic life in this city because they are unable. Buses and trains need to run more often and later in order to be reliable enough for our dynamic and essential economy and workers. Our transit system's reliance on cars keeps people homeless, keeps our air toxic for our children, and kills people in collisions every single day. We can't ban cars. But we can make transit a real option by opening it up to all people by spending our budget on subsidizing all fares, running buses to underserved networks, and increasing frequency so people can trust they will get to work on time. This will save lives, and save our city.

Connor Halleck

[connor@halleck.com](mailto:connor@halleck.com)

2716 BELLEVUE AVE

Los Angeles, California 90026

**From:** Jeremy Bong <jeremybong@live.com>

**Sent:** Wednesday, July 26, 2023 11:11 AM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Re: Demanding fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE  
General Public Comment

Dear Board Clerk and Metro Board Members,

As a Los Angeles resident who both believes in a universal right to movement and is also deeply concerned about the worsening effects of climate change on our city, I ask that the Metro Board of Directors and new Metro Board Chair Mayor Karen Bass make good on the Mayor's campaign promise to provide fare-free transit for all Angelenos.

With the money Metro is set to spend on fare collection, it should instead be investing in improved services. The \$4 million budgeted for fare validators could pay for 20,000 bus service hours a year - about 100 extra trips every weekday!

Thank you,

Jeremy



**From:** Cassandra Firth <firthcass@gmail.com>  
**Sent:** Wednesday, July 26, 2023 1:13 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Request for Public Comment (Cassandra Firth)

Good morning Metro Board Clerk and Members,

My name is Cassandra Firth. I'm a resident of Lancaster in LA County, and I'd like to request time for public comment tomorrow at the LA Metro Board Meeting, July 27th, 2023. I'll be there in person, so no need for a call-in.

Agenda Item: *2023-0470 RECEIVE General Public Comment*

**From:** Patrick Pagan <info@email.actionnetwork.org>

**Sent:** Wednesday, July 26, 2023 1:14 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Re: Fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE General Public Comment

LA Metro Board Clerk,

As a Los Angeles resident who both believes in a universal right to movement and is also deeply concerned about the worsening effects of climate change on our city, I ask that the Metro Board of Directors and new Metro Board Chair Mayor Karen Bass make good on the Mayor's campaign promise to provide fare-free transit for all Angelenos.

With the money Metro is set to spend on fare collection, it should instead be investing in improved services. The \$4 million budgeted for fare validators could pay for 20,000 bus service hours a year - about 100 extra trips every weekday!

Patrick Pagan

patrickvpagan@gmail.com

6950 Langdon Avenue

Van Nuys, California 91406

▪

**From:** Tiana McKenna <info@email.actionnetwork.org>

**Sent:** Wednesday, July 26, 2023 2:05 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Re: Fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE General Public Comment

LA Metro Board Clerk,

As a Los Angeles resident who believes in a universal right to movement, regularly uses Metro rail and bus services, and is deeply concerned about the worsening effects of climate change on our city, I ask that the Metro Board of Directors and new Metro Board Chair Mayor Karen Bass make good on the Mayor's campaign promise to provide fare-free transit for all Angelenos.

With the money Metro is set to spend on fare collection, it should instead be investing in improved services. The \$4 million budgeted for fare validators could pay for 20,000 bus service hours a year - about 100 extra trips every weekday!

Tiana McKenna

tiana.mckenna@gmail.com

4757 Gambier Stret

Los Angeles, California 90032-2017

**From:** Tal Levy <info@email.actionnetwork.org>

**Sent:** Wednesday, July 26, 2023 3:06 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Re: Fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE General Public Comment

LA Metro Board Clerk,

As a Los Angeles resident who both believes in a universal right to movement and is also deeply concerned about the worsening effects of climate change on our city, I ask that the Metro Board of Directors and new Metro Board Chair Mayor Karen Bass make good on the Mayor's campaign promise to provide fare-free transit for all Angelenos.

With the money Metro is set to spend on fare collection, it should instead be investing in improved services. The \$4 million budgeted for fare validators could pay for 20,000 bus service hours a year - about 100 extra trips every weekday!

Tal Levy

tal42levy@gmail.com

327 S Serrano Ave, 9

Los Angeles, California 90020

**From:** Sarah Chevallier <info@email.actionnetwork.org>

**Sent:** Wednesday, July 26, 2023 4:10 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Re: Fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE General Public Comment

LA Metro Board Clerk,

As a Los Angeles resident who both believes in a universal right to movement and is also deeply concerned about the worsening effects of climate change on our city, I ask that the Metro Board of Directors and new Metro Board Chair Mayor Karen Bass make good on the Mayor's campaign promise to provide fare-free transit for all Angelenos.

With the money Metro is set to spend on fare collection, it should instead be investing in improved services. The \$4 million budgeted for fare validators could pay for 20,000 bus service hours a year - about 100 extra trips every weekday!

Sarah Chevallier

sarah.m.chevallier@gmail.com

4120 Normal Avenue, Apt 6

Los Angeles, California 90029

**From:** Jane Affonso <jgaffonso@gmail.com>

**Sent:** Wednesday, July 26, 2023 4:39 PM

**To:** Board Clerk <BoardClerk@metro.net>

**Subject:** Demanding fulfillment of promises for universal fare-free transit 2023-0470 RECEIVE General Public Commen

Dear Board Clerk and Metro Board Members,

As a Los Angeles resident I ask that the Metro Board of Directors and new Metro Board Chair Mayor Karen Bass make good on the Mayor's campaign promise to provide fare-free transit for all Angelenos.

With the money Metro is set to spend on fare collection, it should instead be investing in improved services. The \$4 million budgeted for fare validators could pay for 20,000 bus service hours a year - about 100 extra trips every weekday!

I believe in a free public transit in LA County because it reduces air pollution and traffic, addresses climate change and most importantly addresses economic equity. It also encourages us to interact with our diverse neighbors which builds curiosity, compassion and goodwill all of which reduce hate and violence. Increased ridership will also make our public transit system more safe.

Thank you,  
Jane Affonso



## **MINUTES**

**Thursday, July 27, 2023**

**10:00 AM**

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

#### **DIRECTORS PRESENT:**

**Karen Bass, Chair  
Janice Hahn, Vice Chair  
Kathryn Barger  
James Butts  
Jacquelyn Dupont-Walker  
Lindsey Horvath  
Holly J. Mitchell  
Ara J. Najarian  
Tim Sandoval  
Hilda Solis  
Katy Yaroslavsky  
Gloria Roberts, non-voting member**

**Stephanie Wiggins, Chief Executive Officer**

**CALLED TO ORDER: 10:00 A.M.**

**ROLL CALL**

1. APPROVED Consent Calendar Items: 2, 5, 6, 7, 8, 9, 10, 11, 12, 14, 19, 24, 25, 26, 27, and 32.

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

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
Y	A	Y	Y	Y	A	A	A	Y	Y	Y	Y	Y

2. **SUBJECT: MINUTES** **2023-0467**

APPROVED ON CONSENT CALENDAR Minutes of the Regular Board Meeting held June 22, 2023.

3. **SUBJECT: REMARKS BY THE CHAIR** **2023-0468**

RECEIVED remarks by the Chair.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
P	A	P	P	P	P	A	P	P	P	P	P	P

4. **SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER** **2023-0469**

RECEIVED report by the Chief Executive Officer.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
P	A	P	P	P	P	A	P	P	P	P	P	P

5. **SUBJECT: CYBERSECURITY LIABILITY INSURANCE PROGRAM** **2023-0384**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to negotiate and purchase a cybersecurity liability insurance policy with up to \$50 million in limits at a cost not to exceed \$4 million for the 12-month period effective September 1, 2023, to September 1, 2024.

\*\*\*\*\*

KB = K. Barger	FD = F. Dutra	HJM = H.J. Mitchell	KY = K. Yaroslavsky
KRB = K.R. Bass	JH = J. Hahn	AJN = A.J. Najarian	
JB = J. Butts	LH = L. Horvath	TS = T. Sandoval	
JDW = J. Dupont Walker	PK = P. Krekorian	HS = H. Solis	

LEGEND: Y = YES, N = NO, C = CONFLICT, ABS = ABSTAIN, A = ABSENT, P = PRESENT



**6. SUBJECT: FISCAL YEAR 2024 LOW INCOME FARE IS EASY (LIFE) PROGRAM TAXI VOUCHER FUND REIMBURSEMENT** **2023-0402**

APPROVED ON CONSENT CALENDAR:

- A. EXECUTING Modification No. 3 to Contract No. PS60564000A with FAME Assistance Corporation (FAC) for Administration of Metro's LIFE program for the Southwest and Northwest Service Regions in the amount of \$700,000, increasing the total contract value from \$4,797,897 to \$5,497,897 for the FY24 Taxi Voucher component of the LIFE Program; and
- B. EXECUTING Modification No. 3 to Contract No. PS60564000B with the International Institute of Los Angeles (IILA) for Administration of Metro's LIFE program for the Southeast Service Region in the amount of \$300,000, increasing the total contract value from \$2,492,333 to \$2,792,333 for the FY24 Taxi Voucher component of the LIFE Program.

**7. SUBJECT: STATE-OF-THE-ART BUS MOBILE VALIDATORS FOR TAP MUNICIPAL OPERATORS** **2023-0275**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to execute Modification No. 165.01 to Contract No. OP02461010 with Cubic Transportation Systems, Inc. ("Cubic"), for the purchase and installation of 1,118 new state-of-the-art Bus Mobile Validators (BMVs) for the 21 Regional municipal operators and muni transit stores and special events, in the amount of \$4,032,850, increasing the total contract value from \$401,615,864 to \$405,648,714.

**8. SUBJECT: DORAN STREET CROSSING GRADE SEPARATION PROJECT** **2023-0453**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

- A. EXECUTE Contract Modification No. 16 to Contract No. PS2415-3046 with HNTB Corporation and extend the professional service period of performance from August 4, 2023 to December 31, 2024 in the amount of \$2,686,361 increasing the Total Contract Value from \$8,359,970 to \$11,046,331; and
- B. APPROVE programming an additional \$9,163,577 from \$11,000,000 to \$20,163,577 of Measure R 3% funds in order to achieve a shovel ready level.

**9. SUBJECT: BRIGHTON TO ROXFORD DOUBLE TRACK PROJECT** **2023-0454**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

- A. EXECUTE Contract Modification No. 10 to Contract No. PS2415-3412 with STV Inc. and extend the professional service period of performance from July 31, 2023, to July 31, 2026, in the amount of \$4,776,915 increasing the Total Contract Value from \$15,437,844 to \$20,214,759; and
- B. APPROVE programming an additional \$9,674,325 from \$16,704,416 to \$26,378,741 of Measure R 3% funds in order to achieve shovel ready level.

**10. SUBJECT: LONG BEACH-EAST LA CORRIDOR MOBILITY INVESTMENT PLAN** **2023-0392**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to execute Modification No. 31 to Contract No. PS4340-1939, for the I-710 South Corridor Project EIR/EIS, with URS Corporation (an AECOM Entity) to fund the Long Beach-East LA (LB-ELA) Corridor Task Force (Task Force) effort in the not-to-exceed (NTE) amount of \$3,857,895, increasing the total contract value from \$64,924,460 to \$68,782,355 and extend the term of the agreement through March 31, 2024.

<b>JH</b>	<b>FD</b>	<b>KB</b>	<b>JB</b>	<b>JDW</b>	<b>LH</b>	<b>PK</b>	<b>HJM</b>	<b>AJN</b>	<b>TS</b>	<b>HS</b>	<b>KY</b>	<b>KRB</b>
Y	A	Y	Y	Y	A	A	A	Y	Y	Y	Y	C

**11. SUBJECT: WESTLAKE/MACARTHUR PARK STATION JOINT DEVELOPMENT** **2023-0236**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer or designee to execute an amendment to the Exclusive Negotiations Agreement and Planning Document (ENA) with Walter J Company (Developer) to extend the term for one year with the option to further extend the term for two additional one-year periods. The ENA provides for the joint development of Metro-owned property at the Westlake/MacArthur Park B/D (Red/Purple) Line Station with approximately 434 market rate residential units, 234 income-restricted units, a hotel, commercial office space, and neighborhood serving retail including space for local vendors (Project).

**12. SUBJECT: SCAG CTC PARTNERSHIP PROGRAM GRANT AWARDS** **2023-0285**

APPROVED ON CONSENT CALENDAR:

- A. AUTHORIZING the Chief Executive Officer (CEO) or their designee to

(continued on next page)

(Item 12 – continued from previous page)

execute an agreement with the Southern California Association of Governments to claim funds awarded in the amount of \$41,279,497 through the County Transportation Commission Partnership Program; and

- B. AUTHORIZING the CEO or their designee to negotiate and execute pass-through agreements with the agencies who will implement projects awarded through the County Transportation Commission Partnership Program

**14. SUBJECT: THIRD PARTY ADMINISTRATION - CITY OF LOS ANGELES FY24 ANNUAL WORK PLAN 2023-0401**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to execute the annual expenditure budget plan of \$36,536,291 for the FY24 Annual Work Plan for the City of Los Angeles.

**15. SUBJECT: WESTSIDE PURPLE LINE EXTENSION SECTION 2 2023-0316**

AMENDED the Life-of-Project (LOP) budget for the Westside Purple Line Extension Section 2 Project by \$134,000,000, from \$2,440,969,299 to \$2,574,969,299, using the fund sources and consistent with the provisions of the Board-adopted Measure R and Measure M Unified Cost Management Policy.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
Y	A	Y	Y	A	Y	A	Y	Y	Y	Y	Y	Y

**19. SUBJECT: ADVERTISING & COMMUNICATION SERVICES CONTRACT 2023-0438**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer (CEO) to execute Modification No. 1 to Contract No.PS71009000 with Civilian, Inc. for advertising and communication services in the amount of \$1,500,000, increasing the base contract value from \$1,738,469 to a not-to-exceed amount of \$3,238,469.

**24. SUBJECT: 48 BY '28 AND RECIPROCITY MOTION 2023-0462**

APPROVED ON CONSENT CALENDAR Motion by Directors Hahn, Dupont-Walker, Solis, Butts, and Sandoval that the Board direct the Chief Executive Officer to provide progress updates on the following:

- A. Implementing the initiatives laid out in the May 2022 “48 by '28 Plan” to increase small and disadvantaged business participation in Metro contracts;

(Item 24 – continued on next page)

(Item 24 – continued from previous page)

- B. The recommendations included in the September 2022 Office of the Inspector General survey of small business enterprise certification programs; and
- C. Developing an annual, fiscal year-end report on the agency’s progress toward reaching the 48% target by 2028.

WE FURTHER MOVE that the Board direct the Chief Executive Officer to report back on the above directives in October 2023.

**25. SUBJECT: BUS ENGINE IGNITION COILS** **2023-0350**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a two-year, Indefinite Delivery/ Indefinite Quantity (IDIQ) Contract No. MA102753000 to Cummins, Inc. the responsive and responsible bidder for ignition coils. The contract one-year base amount is \$2,521,828.80 inclusive of sales tax, and the one-year option amount is \$2,585,163.60, inclusive of sales tax, for a total contract amount of \$5,106,992.40, subject to resolution of any properly submitted protest(s), if any.

<b>JH</b>	<b>FD</b>	<b>KB</b>	<b>JB</b>	<b>JDW</b>	<b>LH</b>	<b>PK</b>	<b>HJM</b>	<b>AJN</b>	<b>TS</b>	<b>HS</b>	<b>KY</b>	<b>KRB</b>
Y	A	Y	Y	Y	A	A	A	Y	Y	Y	Y	C

**26. SUBJECT: PORTABLE RESTROOM SERVICES FOR METRO EMPLOYEES** **2023-0366**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a firm fixed unit rate Contract No. PS96427000 to United Site Services of California, Inc. for portable restrooms and handwash stations in an amount not-to-exceed \$896,490 for a three-year base period and \$272,705 for the first one-year option term and \$291,330 for the second one-year term, for a combined not-to-exceed amount of \$1,460,525, effective on August 1, 2023, subject to the resolution of all properly submitted protest(s), if any.

**27. SUBJECT: MEMBERSHIP ON METRO'S REGIONAL SERVICE COUNCILS** **2023-0391**

APPROVED ON CONSENT CALENDAR nominees for membership on Metro’s Gateway Cities and San Fernando Valley Service Councils.

**32. SUBJECT: PASADENA TRANSIT SERVICE OPERATION AGREEMENT 2023-0362  
AND BUS CAPITAL FUNDING FOR PASADENA TRANSIT**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer, or their designee, to negotiate and execute:

- A. the Transit Service Operation Agreement between Metro and the City of Pasadena for Contracted Service Lines 177 & 256, for a period of five years from July 1, 2024 (when new buses are expected to begin service) through June 30, 2029 (FY25 through FY29), with a two-year extension option for FY30 and FY31, for an amount up to \$25,590,137.82; and
- B. the allocation of a 70 percent funding contribution towards the purchase of the nine (9) new buses by the City of Pasadena to operate Lines 177 & 256, for an amount up to \$4,123,823.

**33. SUBJECT: ORAL REPORT ON STATUS UPDATE OF METRO'S 2023-0461  
VEHICLE MILES TRAVELED MITIGATION PROGRAM**

RECEIVED oral report on status update of Metro's Vehicle Miles Traveled (VMT) Mitigation Program.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
P	A	P	P	P	P	A	P	P	P	P	P	P

**34. SUBJECT: WESTSIDE PURPLE LINE EXTENSION SECTION 1 2023-0305  
PROJECT**

APPROVED BY TWO-THIRDS VOTE OF THE BOARD:

- A. HOLDING a public hearing on the proposed Resolution of Necessity, and
- B. ADOPTING the Resolution of Necessity authorizing the commencement of an eminent domain action to acquire a 33-month Temporary Construction Easement ("TCE") from the property identified as Parcel W-2309, APN: 4334-022-063 ("Property"). The above listed requirement is herein referred to as the "Property Interest."

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
N	A	Y	Y	Y	Y	A	Y	Y	Y	Y	Y	Y

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

1. Vanessa Vega v. LACMTA, LASC Case No. 20STCV3397

APPROVED a settlement in the sum of \$275,000.

JH	FD	KB	JB	JDW	LH	PK	HJM	AJN	TS	HS	KY	KRB
Y	A	Y	A	Y	Y	A	Y	Y	Y	A	Y	Y

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

Significant Exposure to Litigation (One Case)

NO REPORT.

C. Conference with Legal Counsel-Anticipated Litigation-G.C.  
54956.9(d)(4)

Initiation Litigation (One Case)

NO REPORT.

D. Conference with Real Property Negotiators - G.C. 54956.8

Property: 800 N. Alameda Street Los Angeles, CA. 90012, Union Station, Space S3

Agency Negotiator: Steve Jaffe, DEO Real Estate - Union Station

Negotiating Party: Roscoe's House of Chicken and Waffles

Under Negotiations: Price and Terms

NO REPORT.

**ADJOURNED AT 1:42 P.M.**

Prepared by: Mandy Cheung  
 Administrative Analyst, Board Administration



Collette Langston, Board Clerk

**Board Report**

---

**File #:** 2023-0504, **File Type:** Policy**Agenda Number:** 7.

---

**FINANCE, BUDGET AND AUDIT COMMITTEE  
SEPTEMBER 20, 2023****SUBJECT: GROUP INSURANCE PLANS****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO) to renew existing group insurance policies covering Non-Contract and AFSCME employees, including long-term disability coverage for Teamster employees, and life insurance for all full-time Metro employees, for the one-year period beginning January 1, 2024.

**BACKGROUND**

The Non-Contract Group Insurance Plan, a flexible benefits program, was implemented in August 1994. Roughly 99% of the employees covered by the benefit plans are PTSC employees. Metro's health insurance plans are part of the total compensation package that helps attract and retain qualified employees, as well as provide existing employees with a foundation to maintain or improve health. Los Angeles County Metropolitan Transportation Authority (LACMTA), including the Public Transportation Services Corporation (PTSC), seeks to offer benefit plans that promote efficient use of health resources and are cost-effective for the company and our employees.

**DISCUSSION**

Employees who work 30 hours or more are eligible to enroll in a medical plan and other benefits. On an annual basis, employees are encouraged to review their enrollment and may choose medical, dental, vision, supplemental life, long-term disability, and accidental death and dismemberment plans that meet their needs. Alternatively, employees may opt to waive medical and/or dental coverage and receive a taxable cash benefit, provided proof of other medical coverage is submitted, and the employee does not obtain subsidized coverage from an exchange. Employees may also participate in the flexible spending accounts, a vehicle to pay for certain out-of-pocket healthcare and dependent care expenses on a pre-tax basis. New employees are provided an orientation session and assistance in enrolling in their selected plan(s).

The overall health and dental premium cost is a 4.7% increase for calendar year 2024. Factors contributing to increased premium cost include a higher number of claims, some of which are a result

of delayed care during the COVID pandemic. Specialty prescriptions drugs are also driving up the cost of healthcare with new high cost medications expected to hit the market in 2023. Unprecedented inflation, supply chain disruptions, and historic labor shortages are also providing an impact.

The recommended medical, dental, and vision premiums are shown in Attachment A. As previously established by the Chief Executive Officer, Non-Contract and AFSCME employees contribute 10% of the actual premium for each medical and dental plan selected. The monthly employee contributions are shown in Attachment B. The life insurance and long-term disability plans are in a rate guarantee until January 1, 2026.

### **DETERMINATION OF SAFETY IMPACT**

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

### **FINANCIAL IMPACT**

Funding for the Non-Contract and AFSCME group insurance plans is included in each department's FY24 budget and on the balance sheet for accrued retiree medical liabilities. Based on the current employee participation by plan, estimated employer costs of \$70.3 million are within the adopted budget.

Costs are allocated and funded via Metro's Federally approved Indirect Cost Allocation Plan and do involve the use of operating eligible funds.

### **EQUITY PLATFORM**

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

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

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

### **ALTERNATIVES CONSIDERED**



---

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

### **NEXT STEPS**

- Conduct annual open enrollment for Non-Contract and AFSCME employees during November 2023.
- Implement elections effective January 1, 2024.

### **ATTACHMENTS**

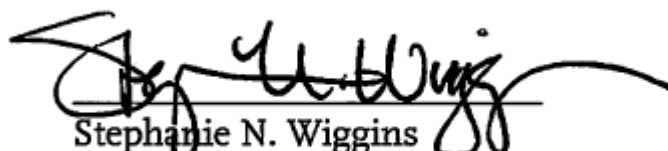
Attachment A - Proposed Monthly Premium Rates  
Attachment B - Proposed Monthly Employee Contributions

Prepared by: Jan Olsen, Deputy Executive Officer, Pension & Benefits  
213-922-7151

Cristian Leiva, Deputy Chief People Officer, Labor & Employee Services  
213-922-3035

Reviewed by:

Nicole Englund, Chief of Staff  
213-922-7950



Stephanie N. Wiggins  
Chief Executive Officer

## Proposed Monthly Premium Rates

Provider	Coverage Option	CY 2023	CY 2024	%Change	Est # of Employees (1/1/24)
Blue Cross (PPO)	Single	\$1,403.82	\$1,384.59	-1.4%	226
	Couple	\$2,825.86	\$2,787.15	-1.4%	194
	Family	\$3,790.27	\$3,738.34	-1.4%	328
Blue Cross (HMO)	Single	\$899.90	\$1,052.79	16.9%	99
	Couple	\$1889.76	\$2,210.83	16.9%	85
	Family	\$2,699.45	\$3,158.08	16.9%	151
Kaiser (HMO)	Single	\$702.53	\$767.84	9.3%	545
	Couple	\$1,405.05	\$1,535.67	9.3%	311
	Family	\$1,988.15	\$2,172.97	9.3%	528
Delta Dental (PPO)	Single	\$65.46	\$65.46	0.0%	637
	Couple	\$113.76	\$113.76	0.0%	641
	Family	\$170.94	\$170.94	0.0%	843
DeltaCare (DHMO)	Single	\$20.21	\$20.21	0.0%	81
	Couple	\$36.71	\$36.71	0.0%	42
	Family	\$54.32	\$54.32	0.0%	79
Dental Health Services (DHMO)	Single	\$17.95	\$19.56	9.0%	56
	Couple	\$34.80	\$37.93	9.0%	35
	Family	\$52.46	\$57.18	9.0%	99
Vision Service Plan	Single	\$11.25	\$11.25	0.0%	426
	Couple	\$16.27	\$16.27	0.0%	440
	Family	\$29.15	\$29.15	0.0%	643
Voluntary Waiver of Coverage:*					
	Medical	\$277.00			94
	Dental	\$40.00			87

\* Waiver of Medical coverage requires proof of alternative coverage.

## Proposed Monthly Employee Contributions

<b>Provider</b>	<b>Coverage Option</b>	<b>NC &amp; AFSCME Employee Contribution (Current)</b>	<b>NC &amp; AFSCME Employee Contribution (Proposed) Effective 1/1/24</b>	<b>Change</b>
Blue Cross (PPO)	Single	\$140.00	\$138.00	-\$2.00
	Couple	\$283.00	\$279.00	-\$4.00
	Family	\$379.00	\$374.00	-\$5.00
Blue Cross (HMO)	Single	\$90.00	\$105.00	\$15.00
	Couple	\$189.00	\$221.00	\$32.00
	Family	\$270.00	\$316.00	\$46.00
Kaiser (HMO)	Single	\$70.00	\$77.00	\$7.00
	Couple	\$141.00	\$154.00	\$13.00
	Family	\$199.00	\$217.00	\$18.00
Delta Dental (PPO)	Single	\$7.00	\$7.00	\$0.00
	Couple	\$11.00	\$11.00	\$0.00
	Family	\$17.00	\$17.00	\$0.00
DeltaCare (DHMO)	Single	\$2.00	\$2.00	\$0.00
	Couple	\$4.00	\$4.00	\$0.00
	Family	\$5.00	\$5.00	\$0.00
Dental Health Services (DHMO)	Single	\$2.00	\$2.00	\$0.00
	Couple	\$3.00	\$4.00	\$1.00
	Family	\$5.00	\$6.00	\$1.00
Vision Service Plan	Single	\$1.00	\$1.00	\$0.00
	Couple	\$2.00	\$2.00	\$0.00
	Family	\$3.00	\$3.00	\$0.00

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

**Board Report**

---

**File #:** 2023-0426, **File Type:** Agreement**Agenda Number:** 8.

---

**FINANCE, BUDGET AND AUDIT COMMITTEE  
SEPTEMBER 20, 2023****SUBJECT: LICENSE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR THE BLUE  
LINE STORAGE YARD LOCATED NEXT TO DIVISION 11 IN LONG BEACH****ACTION: APPROVE RECOMMENDATIONS****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO), or their designee, to execute a five (5)-year license agreement commencing November 1, 2023, with Southern California Edison, (“Licensor”) for the 7.7 acre storage yard located next to Division 11 in Long Beach (“Edison Yard”) at an annual rate of \$139,271.30 with escalations of five percent (5%) annually for a total license value of \$769,561.82 over the term.

**ISSUE**

Metro Operations, Rail Fleet Services, and Wayside Systems, have a license to occupy a Southern California Edison (“SCE”) property (“Edison Yard”) located next to Division 11. The existing license agreement is for a five-year duration. The Board approved the current license on January 24, 2019 which was retroactive to November 1, 2018. The current five-year license will expire on October 31, 2023. Metro Operations has a continued need for the Edison Yard for ongoing Blue Line and other Rail Fleet Services and Wayside Systems needs. Approving this license (“License”) will secure the Edison Yard for an additional five-year term from November 1, 2023 through October 31, 2028. Southern California Edison will only issue licenses for five-year periods as the land also contains their transmission towers which prohibit them from surrendering ownership. The License requires Board approval as the total license expense exceeds the CEO delegated authority to enter contracts with a cost not to exceed \$500,000.

**BACKGROUND**

The current five-year license term commenced on November 1, 2018, and will expire on October 31, 2023, for a total amount of \$625,672.78. Prior to the current license, Metro maintained storage at this location dating back to the 1990s, so Real Estate finds little agency exposure in continuing the License with the Licensor through consecutive five-year agreements. The Edison Yard is the only location Metro has to store large rail track and contractual spare material (e.g. 40’ rail sticks, ties, etc.). There is material stored at the Edison Yard that supports every Metro Rail Line.

## **DISCUSSION**

### Findings

The current rental rate for the Edison Yard is a fair estimation of market value. No alternate location has been found that can offer a similar affordability, proximity to Division 11, and is large enough to store the materials Metro has there. The Edison Yard provides the best fit for Rail Fleet Services and Wayside Systems needs.

### Considerations

Because of the continued need for storage at the Edison Yard, the larger risk is to operational efficacy if the Board chooses not to renew the License with Edison. In the unlikely event that Metro determines the space is no longer needed, Metro can choose to exercise its right to terminate the License at any time with 30 days' notice, mitigating any long-term financial obligations of the License.

## **DETERMINATION OF SAFETY IMPACT**

The proposed License will complement Metro's commitment to a safe, clean, on-time, and reliable transportation system by safely securing Metro rail replacement parts.

## **FINANCIAL IMPACT**

The rental rate for the License renewal will increase from \$132,639.33 per year to \$139,271.30. The annual rent of \$139,271.30 commencing November 1, 2023, will cost \$769,561.82 over the five-year term including annual fixed increases of five percent (5%).

Metro Real Estate staff has determined that the rental rate and increases are in line with the fair market for land in the Edison Yard area.

### Impact to Budget

Funding for the payment of rent for the Edison Yard will be budgeted and paid from Cost Center 0651, project number 300022 for fiscal year 2024. The funding for the proposed License will come from Federal, State, and Local sources that are eligible for bus and rail operations.

## **EQUITY PLATFORM**

The Edison Yard is critical to keeping the Metro rail system safely maintained and serving Equity Focus Communities. The Edison Yard is in the middle of an industrial area and is closest to Virginia Country Club's surrounding communities. Because it is a storage yard, any activity generating noise will be infrequent and minimal.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommendation supports Strategic Plan Goal 5: Provide responsive, accountable, and trustworthy government by securing Metro Rail investments and supporting Vision 2028.

### **ALTERNATIVES CONSIDERED**

The alternative is to not approve the license agreement. This alternative is not recommended because the Edison Yard is critical to Rail Fleet Services operations in keeping the rail system safely maintained.

### **NEXT STEPS**

Execute the License with Southern California Edison subject to County Counsel approval as to form.

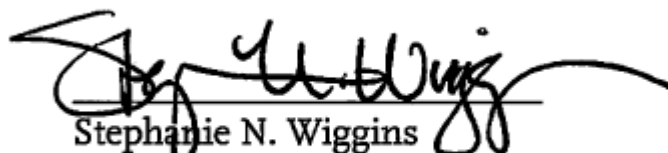
### **ATTACHMENTS**

Attachment A - Location Map

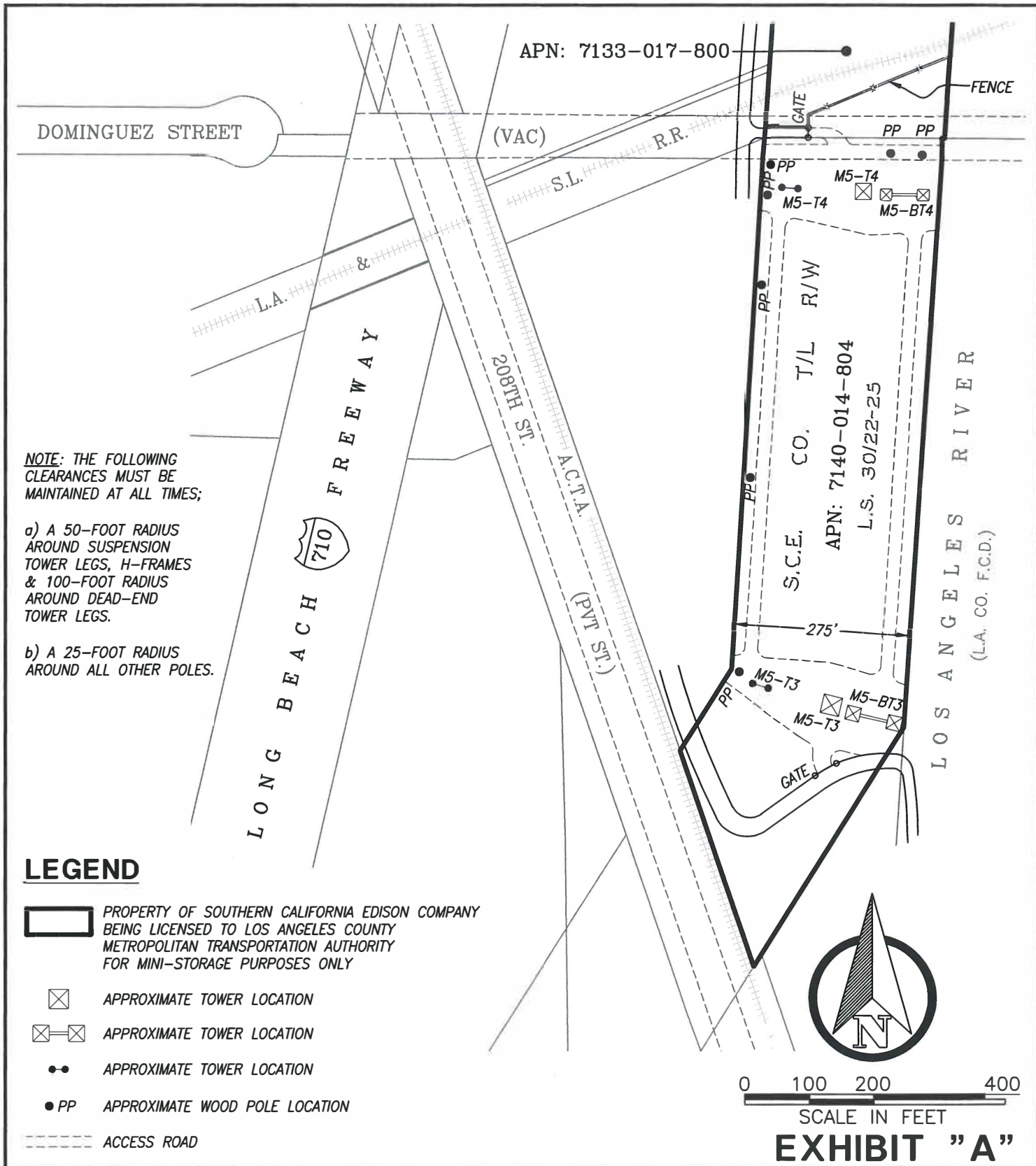
Attachment B - Blue Line Storage Yard License Renewal Estimated Rental Costs

Prepared by: John Beck, Manager, Countywide Planning & Development, (213) 922-4435  
Craig Justesen, Interim Executive Officer, Countywide Planning & Development, (213) 928-7051  
Holly Rockwell, SEO - Real Estate, Transit Oriented Communities and Transportation Demand Management, (213) 922-5585  
Ray Sosa, Deputy Chief Planning Officer, (213) 547-4274

Reviewed by: Conan Cheung, Chief Operations Officer, (213) 418-3034  
James de la Loza, Chief Planning Officer, (213) 922-2920

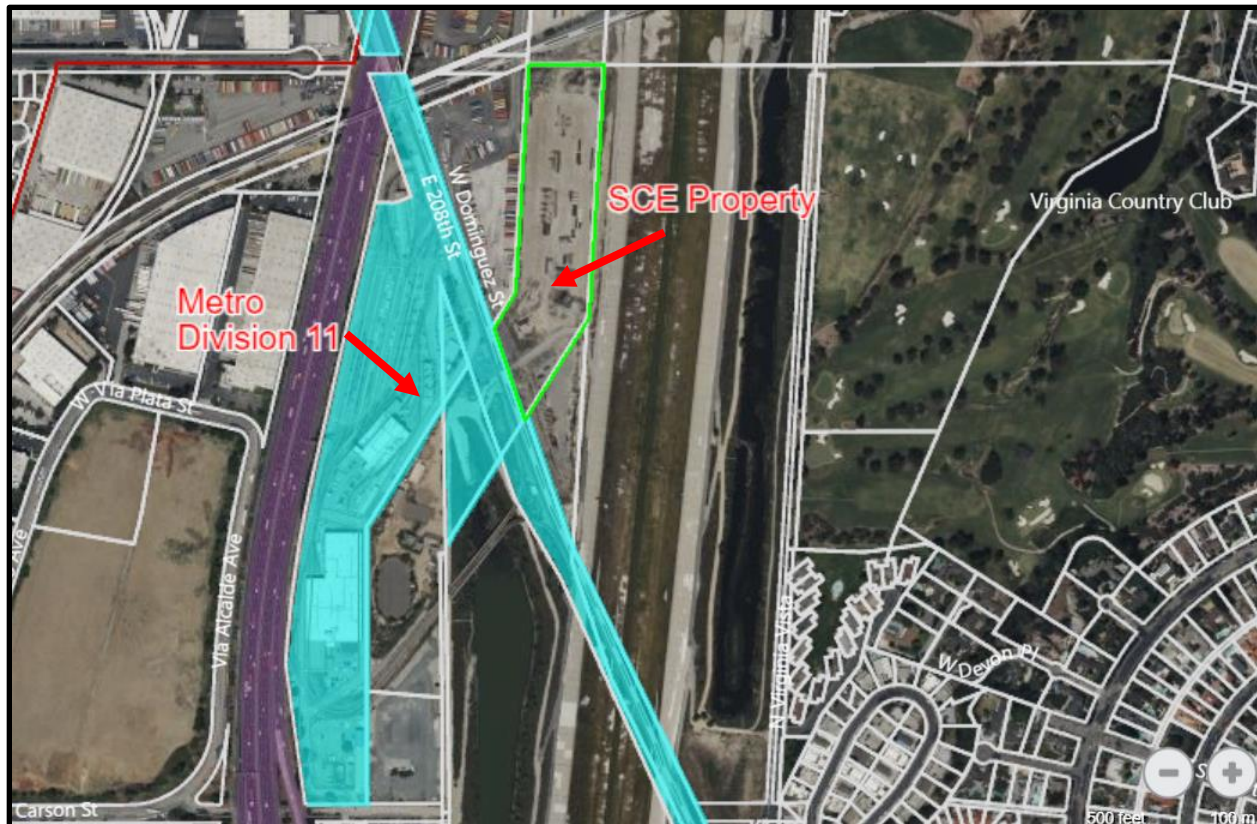


Stephanie N. Wiggins  
Chief Executive Officer



FACILITY NAME: HINSON - LIGHTHIPE 220KV T/L R/W		LICENSED AREA (GROSS)	SQ.FT.: 336,151	AC.: 7.72
LICENSEE: LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY		CONTRACT NO.: 9.2912	ACCOUNT NO.: L1631	
CITY: LONG BEACH	COUNTY: LOS ANGELES	STATE: CA	T.G.: 765/C5	M.S.: 047-086
APN.(S): 7140-014-804, 7133-017-800		SCE DOCUMENT NO.: 43316/011, 43312/001		
SCE SANDERS MAP: 533911	SCE FIM: 37-73B, 38-73D	REF: 2014NOT202715217_9.2912.DWG		
R.P. LAND AGENT: Y. HA	LANDBASE MAPPING: S. XA	CHECKED BY: N. MICHEL		
ORDER NO.: 801167420	NOT. NO.: 202715217	DATE: 12/05/2017	FILE NAME: 9.2912.DWG	







**BLUE LINE STORAGE YARD  
NEXT TO DIVISION 11 IN LONG BEACH  
License Renewal - Estimated Rental  
Costs AL000017**

Premises: 8 Acres

Rent:

<u>Period</u>	<u>Annual Rent</u>
11/1/23 to 10/31/24	\$ 139,271.30
11/1/24 to 10/31/25	\$ 146,234.86
11/1/25 to 10/31/26	\$ 153,546.60
11/1/26 to 10/31/27	\$ 161,223.93
11/1/27 to 10/31/28	\$ 169,285.13
<b>Total Rent</b>	<b><u><u>\$ 769,561.82</u></u></b>





## Board Report

File #: 2023-0281, File Type: Budget

Agenda Number: 12.

### PLANNING AND PROGRAMMING COMMITTEE SEPTEMBER 20, 2023

**SUBJECT: LONE HILL TO WHITE DOUBLE TRACK PROJECT**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATIONS**

AUTHORIZE the Chief Executive Officer to:

- A. EXECUTE Contract Modification No. 4 to Contract No. AE73891000 with Moffatt & Nichol for professional services and extend the period of performance from October 31, 2023, to December 31, 2024, in the amount of \$3,685,694, increasing the Total Contract Value from \$7,049,780 to \$10,735,474; and
- B. APPROVE programming an additional \$8,023,736 from \$10,500,000 to \$18,523,736 for professional services, Metro related expenses, and third-party services using Measure R 3% funds to achieve a shovel ready level.

#### **ISSUE**

Staff is advancing the Lone Hill to White Double track project from inception through the final design phase with extensive changes to the existing conditions that have not been accounted for in the current project programming. Board approval of the staff recommendations will allow the continuation of final design services for this capital project to achieve a shovel ready level. This capital project is on the priority list of the 2028 Games Mobility Concept Plan and has been endorsed by Infrastructure LA.

#### **BACKGROUND**

The Lone Hill to White Double Track project runs along the San Gabriel subdivision and merges with the Pasadena subdivision at White Avenue, where the Gold Line Phase project will operate. The proximity between both rail subdivisions results in three railroad crossings being less than 300 feet apart. These railroad crossings include San Dimas Canyon Road, White Avenue, and Fulton Road. The Gold Line Authority has been a collaborative partner through the design development process for the Lone Hill to White Double track. As existing conditions change with the construction of the Gold

Line project, the Lone Hill project shall incorporate design changes based on the installation of new railroad signal houses, field condition adjustments, street infrastructure, traffic loops, and further operational analysis to address the ultimate project conditions.

This double tracking project is the building block for future network integration, on-time performance, and improved line reliability for the Metrolink San Bernardino Line. The Lone Hill to White Double Tack project is shown in the Metrolink Southern California Optimized Rail Expansion (SCORE) program as a vital line reliability project for the rail corridor to upgrade the existing Metrolink system

At its October 24, 2013 meeting, the Board approved \$3M in programming to begin environmental and preliminary engineering work for the four miles of double tracking. Then at its December 05, 2019 meeting, the Board approved \$7.5M for final design work inclusive of all third-party and professional service related costs. In July 22, 2021, a design phase LOP was approved to start the final design services for \$8.2M. However, the design phase LOP does not include Metro labor related expenses, and the approving action continues to be addressed through an annual programming process. Upon review, a design phase LOP is not consistent with other Program Management capital projects without identified construction funding. Given this information, staff will shift from design phase LOP to programming authorization to account for all project expenditures to achieve a shovel ready level. A shift to programming authorization alone allows for staff to refine funding needs and prepare grant applications to fund the construction improvements ahead of the 2028 Olympic and Paralympic Games.

On July 22, 2021 Moffat and Nichol received notice to proceed to perform engineering services for the Lone Hill to White final design phase to prepare approved plans, specifications and estimates. Then two additional contract modifications were approved on April, 12, 2022 and March 10, 2023 for new scope of work that was unforeseen at the time of contract development within the original period of performance. The new scope of work includes surveying and mapping, right-of-way, drainage, hydrology and hydraulics, water quality, geotechnical investigation, and track design for areas outside of the Metro right-of-way. A third contract modification for a no cost extension of the period of performance was required to continue coordination efforts for the necessary contract modification four staff anticipated for consideration for the September Board regular meeting which will allow Moffatt & Nichol to finalize and complete the project deliverables.

This capital project is supported by the City of San Dimas and La Verne with the quiet zone ready improvements this project will bring to enable the silencing of train horns within the project limits after construction is completed. This project is also endorsed by Infrastructure LA with their initiative to maximize LA County's share of infrastructure funding. This capital project is included under the Metro rail capital projects for Infrastructure LA and as a priority project in Metro's 2028 Games Mobility Concept Plan. This critical regional rail project will demonstrate project readiness with the completion of the final design phase make this project more competitive for grant construction funding.

..Discussion

## **DISCUSSION**

With the project stakeholders fully engaged, an extensive amount of subsurface utility location

services is required to determine utility positions of potential conflicts that were unforeseen prior to the development of the 60% final design plans by August 2022. At the same time, the advance design work increases the right-of-way service needs by 36% to address temporary and permanent right-of-way impacts for the project. The double track improvements require a complex bridge design at Marshall Canyon Channel and Walnut Creek that was not considered during the feasibility phase to obtain design approvals from the Los Angeles County Flood Control District and the US Army Corps of Engineers. This work will require supplemental geotechnical investigation in support of the advanced structural design work and new third party agreements.

Another major design change for consideration is at the temporary Metrolink Pomona Fairplex Station Platform. The initial design accounted for a five-car train set. Through design development and ADA compliance oversight, the platform is required to be replaced to accommodate a six-car train set with a locomotive to avoid substantial delays on the local traffic circulation. Other design changes for consideration include project impacts outside of the Metro owned right-of-way that require improvement, off-site drainage, relocation of underdrains, and additional retaining wall locations to reduce right-of-way impacts.

Given the above, the additional programming of Measure R 3% funds requested in the amount of \$8.02M is summarized below in Table 1. It should be noted the \$8.6M programmed for professional services consists of \$6.5M for the final design and \$2.1M for preliminary engineering and environmental clearance phase work.

<b>Lone Hill to White Double Track Project</b>			
<b>Use of Funds</b>	<b>Approved Programming</b>	<b>Requested Programming</b>	<b>Revised Programming</b>
Professional Services	8,600,000.00	4,235,474.00	12,835,474.00
Agency - Metro	0.00	1,545,763.00	1,545,763.00
Outreach	0.00	253,302.00	253,302.00
Real Estate/ Acquisition of Land	0.00	56,000.00	56,000.00
Project Controls	0.00	289,962.00	289,962.00
Project Reserve/Contingency (10%)	650,000.00	423,547.00	1,073,547.00
3rd Party Agreements - City/County/Others	1,250,000.00	1,219,688.00	2,469,688.00
<b>Total Project Cost</b>	<b>10,500,000.00</b>	<b>8,023,736.00</b>	<b>18,523,736.00</b>

Table 1: Lone Hill to White Double Track Programming

**DETERMINATION OF SAFETY IMPACT**

This Board action will not have an impact on safety. The Lone Hill to White Double Track Project is being designed in accordance with Metro and SCRRRA standards, state and federal requirements, and in compliance with the Americans with Disabilities Act.

---

## **FINANCIAL IMPACT**

Regional Rail staff have included the recommended \$4,000,000 in FY24 programming as part of the adopted FY24 budget for this project. This is a multi-year capital project, and the Deputy Executive Officer of Regional Rail and Chief Program Management Officer will be accountable and responsible for budgeting the cost of future fiscal year commitments in department 2415, Regional Rail, for project number 460068 as shown in Attachment D, Lone Hill to White Funding and Expenditure Plan. If approved, the total revised programming amount in order to achieve a shovel ready level for the Lone Hill to White Double Track project with Measure R 3% funds will be \$18,523,736 for project number 460068.

### **Impact to Budget**

The source of funds for FY24 and future fiscal year programming through final design for this project is Measure R 3% Transit Capital. These funds are not eligible to be used for Metro bus/rail operating or capital budget expenses.

## **EQUITY PLATFORM**

The Lone Hill to White Double Track project operates on the San Bernardino Line. The median income is \$60,913 on the San Bernardino Line, according to a 2022 Metrolink Rider Survey. 39% of all current Metrolink riders report household incomes below \$50,000. The average age of Metrolink riders in 2022 has increased to 51 years. The same data shows rider demographics at 38% Hispanic or Latino, 31% White, 17% Asian or Pacific Islander, 10% African American and 4% Other.

The Lone Hill to White project will improve line reliability, network integration, on-time performance and lead to more frequent commuter rail service. This capital improvement is within and indirectly supports Equity Focus Communities (EFC) by providing more frequent service and better transit options through the Metrolink SCORE program that proposes 30-minute bi-directional service throughout the day and evening along the San Bernardino Line. For the Lone Hill to White capital projects, communities located in the vicinity of the project are comprised of 48.1% to 75.1% low-income households, 4.7% to 14.9% households with no access to a car, and up to 99.9% Black, Indigenous, and other People of Color (BIPOC) residents.

In addition to the project improvements, this project will improve American with Disabilities Act (ADA) compliance. The Lone Hill to White Double track project includes full reconstruction of the Pomona Fairplex Station per the SCRRRA standards with a mini-high platform for easier access for passengers with disabilities.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The proposed recommendations support strategic plan goals 1, 3 and 4. The Lone Hill to White improvements improve service reliability and mobility, provide better transit connections throughout the network, and implement the following specific strategic plan goals:

- Goal 1.2: Improve LA County's overall transit network and assets;

- 
- Goal 3.3: Genuine public and community engagement to achieve better mobility outcomes for the people of LA County; and
  - Goal 4.1: Metro will work with partners to build trust and make decisions that support the goals of the Strategic Plan

### **ALTERNATIVES CONSIDERED**

The Board could choose not to approve the authorization to execute the contract modification, amend the programming, and execute necessary third-party agreements for this project. This is not recommended since this project is identified as a key project to provide line reliability to support Metrolink's 30-minute bi-direction service along the San Bernardino Line. In addition, this capital project is on the priority list for the 2028 Games Mobility Concept Plan and has been endorsed by Infrastructure LA. Another alternative is to cancel the professional service contract for Metrolink to lead and complete the final design phase of the Project instead of Metro. This is not advised since the Metro Board previously directed staff to lead and complete the final design phase for Lone Hill to White Double Track Project and will not result in any project cost or schedule savings.

### **NEXT STEPS**

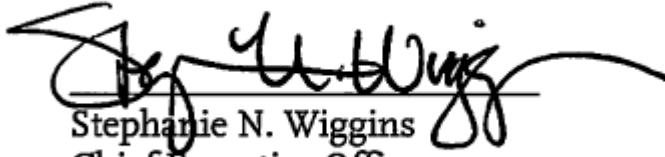
Upon Board approval staff will execute Modification No. 4 to Contract No. AE73891000 with Moffatt & Nichol to continue providing professional services in order to complete the final design phase work in order to prepare for pre-construction activity and then return to the board for a project LOP to approve construction award.

### **ATTACHMENTS**

Attachment A- Procurement Summary AE73891000  
Attachment B- Contract Modification/Change Order Log AE73891000  
Attachment C- DEOD Summary AE73891000  
Attachment D - Lone Hill to White Funding and Expenditure Plan

Prepared by: Brian Balderrama, Deputy Executive Officer, Program Management, Regional Rail (213) 418-3177  
Debra Avilla, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051

Reviewed by: Sameh Ghaly, Chief Program Management Officer (Interim), (213) 418-3369



Stephanie N. Wiggins  
Chief Executive Officer



## PROCUREMENT SUMMARY

LONE HILL TO WHITE DOUBLE TRACK PROJECT FINAL DESIGN PS&E  
AE73891000

1.	<b>Contract Number:</b> AE73891000		
2.	<b>Contractor:</b> Moffatt and Nichol		
3.	<b>Mod. Work Description:</b> Work to address comment resolution meetings with project stakeholders as a result of the 60% final design submittal and period of performance extension through 12/31/24.		
4.	<b>Contract Work Description:</b> Engineering services for the Lone Hill to White final design plans, specifications and estimates (PS&E).		
5.	<b>The following data is current as of:</b> 8/3/23		
6.	<b>Contract Completion Status</b>		<b>Financial Status</b>
	<b>Contract Awarded:</b>	07/22/21	<b>Contract Award Amount:</b> \$6,498,899
	<b>Notice to Proceed (NTP):</b>	N/A	<b>Total of Modifications Approved:</b> \$550,881
	<b>Original Complete Date:</b>	08/04/23	<b>Pending Modifications (including this action):</b> \$3,685,694
	<b>Current Est. Complete Date:</b>	12/31/24	<b>Current Contract Value (with this action):</b> \$10,735,474
7.	<b>Contract Administrator:</b> Samira Baghdikian		<b>Telephone Number:</b> (213) 922-1033
8.	<b>Project Manager:</b> Vahid Haghdoust		<b>Telephone Number:</b> (213) 922-2196

**A. Procurement Background**

This Board Action is to approve Contract Modification No. 4 issued in support of work to address comment resolution meetings with project stakeholders as a result of the 60% final design submittal for the Lone Hill to White (LHW) Double Track project. This Contract Modification also extends the period of performance from October 31, 2023 through December 31, 2024.

This Contract Modification was processed in accordance with Metro's Acquisition Policy and the contract type is firm fixed price.

On July 22, 2021, the Board awarded firm fixed price Contract No. AE73891000 to Moffatt and Nichol in the amount of \$6,498,899 for engineering services for the LHW Final Design Plans, Specifications and Estimates (PS&E).

A total of 3 modifications have been issued to date.

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 an independent cost estimate (ICE), cost analysis, technical analysis, fact finding and negotiations.

Metro staff successfully negotiated a cost savings of \$407,307 resulting from a reduction of level of effort under project management, survey and mapping, utilities, grade crossings and bridges/structures while discussing level of effort and earned value.

<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Negotiated Amount</b>
\$4,093,001	\$2,190,100	\$3,685,694

The difference between the ICE and negotiated amount is due to:

- Additional level of effort for environmental permitting support to coordinate with regulatory agencies such as Army Corps of Engineers and Regional Water Quality Control Board;
- Increase in coordination efforts required with the Los Angeles Bureau of Engineering and Department of Transportation and Army Corps of Engineers;
- Additional level of effort to validate soil parameters at additional locations along the project limits for retaining walls;
- Additional structural support for designing non-standard retaining walls under the railroad live load influence line and data collection adjacent to existing buildings along the right-of-way;
- Additional alternative/value analysis for certain structures over major channels.

## CONTRACT MODIFICATION/CHANGE ORDER LOG

LONE HILL TO WHITE DOUBLE TRACK PROJECT FINAL DESIGN PS&E  
AE73891000

<b>Mod. No.</b>	<b>Description</b>	<b>Status (approved or pending)</b>	<b>Date</b>	<b>\$ Amount</b>
1	Additional work to prepare and complete the final engineering design necessary for the double track project	Approved	04/12/22	\$474,223
2	Additional level of effort (design submittals to Union Pacific Railroad and addition of subcontractor.	Approved	03/10/23	\$76,658
3	No cost extension of period of performance (POP) through 10/31/23.	Approved	07/11/23	\$0
4	Work to address comment resolution meetings with project stakeholders as a result of the 60% final design submittal and POP extension through 12/31/24.	<b>Pending</b>	<b>Pending</b>	<b>\$3,685,694</b>
	<b>Modification Total:</b>			<b>\$4,236,575</b>
	<b>Original Contract:</b>		07/22/21	<b>\$6,498,899</b>
	<b>Total:</b>			<b>\$10,735,474</b>

## DEOD SUMMARY

**LONE HILL TO WHITE DOUBLE TRACK PROJECT FINAL DESIGN PS&E  
AE73891000**

**A. Small Business Participation**

Moffatt & Nichol, Inc. (MNI) made a 27.19% Small Business Enterprise (SBE) and a 3.18% Disabled Veterans Business Enterprise (DVBE) commitment. Based on payments, the project is 60% complete and the current SBE/DVBE participation is 20.59% and 3.67%, respectively, representing a 6.60% SBE shortfall. MNI is exceeding the DVBE commitment by 0.49%.

MNI contends that the shortfall is due to the bulk of the work scheduled to be performed by Pacific Railway Enterprises, Inc. (PRE) taking place later in the project. MNI stated that PRE has ramped up production in the past couple of months and anticipates PRE's level of participation to increase accordingly. MNI projects that its shortfall will be mitigated within the next six (6) months.

MNI listed 15.18% SBE and 3.43% DVBE participation for the proposed modification. Staff will continue to monitor MNI's efforts to meet and/or exceed its commitment.

<b>Small Business Commitment</b>	<b>27.19% SBE 3.18% DVBE</b>	<b>Small Business Participation</b>	<b>20.59% SBE 3.67% DVBE</b>
----------------------------------	----------------------------------	-------------------------------------	----------------------------------

	<b>SBE Subcontractors</b>	<b>% Committed</b>	<b>Current Participation<sup>1</sup></b>
1.	Pacific Railway Enterprises, Inc.	16.93%	10.08%
2.	Rail Surveyors and Engineering, Inc.	6.13%	5.51%
3.	Wagner Engineering	4.13%	5.00%
	<b>Total</b>	<b>27.19%</b>	<b>20.59%</b>

	<b>DVBE Subcontractors</b>	<b>% Committed</b>	<b>Current Participation<sup>1</sup></b>
1.	MA Engineering	3.18%	3.67%
	<b>Total</b>	<b>3.18%</b>	<b>3.67%</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**

A review of the current service contract indicates that the Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) was not applicable at the time of award. Therefore, the LW/SCWRP is not applicable to this modification.

**C. Prevailing Wage Applicability**

Prevailing Wage requirements are applicable to this project. DEOD will monitor contractors' compliance with the State of California Department of Industrial Relations (DIR), California Labor Code, and, if federally funded, the U S Department of Labor (DOL) Davis Bacon and Related Acts (DBRA).

**D. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of \$2.5 million.

## Lone Hill to White Funding and Expenditure Plan

<b>Lone Hill to White Double Track Project</b>					
Project Number: 460068					
Project Programming for preliminary engineering, environmental and final design work					
<b>Use of Funds</b>	<b>Inception thru FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26+</b>	<b>Total Capital Costs through Final Design Phase</b>
Professional Services	6,700,000.00	2,500,000.00	3,635,474.00	0.00	12,835,474.00
Agency - Metro	850,000.00	295,763.00	400,000.00	0.00	1,545,763.00
Outreach	184,000.00	44,000.00	25,302.00	0.00	253,302.00
Real Estate/ Acquisition of Land	30,000.00	0.00	26,000.00	0.00	56,000.00
Project Controls	100,000.00	104,237.00	85,725.00	0.00	289,962.00
Project Reserve/Contingency (10%)	0.00	406,000.00	667,547.00	0.00	1,073,547.00
3rd Party Agreements - City/County/Others	700,000.00	650,000.00	1,119,688.00	0.00	2,469,688.00
<b>Total Project Cost through Final Design Phase</b>	<b>8,564,000.00</b>	<b>4,000,000.00</b>	<b>5,959,736.00</b>	<b>0.00</b>	<b>18,523,736.00</b>
<b>Source of Funds</b>	<b>Inception thru FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26+</b>	<b>Total Project Funding through Final Design Phase</b>
Measure R 3%	8,564,000.00	4,000,000.00	5,959,736.00	0.00	18,523,736.00

# Lone Hill to White Double Track Project

Finance, Budget and Audit Committee  
September 20, 2023

# Lone Hill to White Double Track Project

Staff is requesting Board Approval to:

- A. EXECUTE Contract Modification No. 4 to Contract No. AE73891000 with Moffatt & Nichol and extend the period of performance from August 4, 2023, to December 31, 2024, in the amount of \$3,685,694 increasing the Total Contract Value from \$7,049,780 to \$10,735,474; and
- B. APPROVE programming an additional \$8,023,736 from \$10,500,000 to \$18,523,736 for professional services, Metro related expenses and third-party services using Measure R 3% funds to achieve a shovel ready level.



# Lone Hill to White Double Track Project

## Background:

1. The Metrolink San Bernardino Line is the busiest commuter rail line of the Metrolink system.
2. This corridor spans 58 miles from Los Angeles to San Bernardino, serving 14 stations, plus a Redlands extension.
3. This capital project is on the 2022 Prioritized Mobility Concept Plan Project listing under Regional Rail due to line reliability in order to prepare for the arrival of the 2028 Games.



# Final Design Phase Programming

Approval of the contract modification, extending the period of performance, and the additional programming will allow the following funding and expenditure plan.

<b>Lone Hill to White Double Track Project</b>					
Project Number: 460068					
Project Programming					
<b>Use of Funds</b>	<b>Inception thru FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26+</b>	<b>Total Capital Costs</b>
Professional Services	6,700,000.00	2,500,000.00	3,635,474.00	0.00	12,835,474.00
Agency - Metro	850,000.00	295,763.00	400,000.00	0.00	1,545,763.00
Outreach	184,000.00	44,000.00	25,302.00	0.00	253,302.00
Real Estate/ Acquisition of Land	30,000.00	0.00	26,000.00	0.00	56,000.00
Project Controls	100,000.00	104,237.00	85,725.00	0.00	289,962.00
Project Reserve/Contingency (10%)	0.00	406,000.00	667,547.00	0.00	1,073,547.00
3rd Party Agreements - City/County/Others	700,000.00	650,000.00	1,119,688.00	0.00	2,469,688.00
<b>Total Project Cost</b>	<b>8,564,000.00</b>	<b>4,000,000.00</b>	<b>5,959,736.00</b>	<b>0.00</b>	<b>18,523,736.00</b>
<b>Source of Funds</b>	<b>Inception thru FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>FY26+</b>	<b>Total Project Funding</b>
Measure R 3%	8,564,000.00	4,000,000.00	5,959,736.00	0.00	18,523,736.00

It should be noted, of the \$18,523,736 for programming will come from Measure R 3% funds to achieve a shovel ready level.

# Lone Hill To White Double Track Project

**QUESTIONS?**



Board Report

File #: 2023-0472, File Type: Program

Agenda Number: 13.

PLANNING AND PROGRAMMING COMMITTEE  
SEPTEMBER 20, 2023

SUBJECT: METROLINK ANTELOPE VALLEY LINE

ACTION: PROGRAM FUNDS FOR WEEKDAY SERVICE RESTORATION AND ADDITIONAL WEEKEND SERVICE

RECOMMENDATION

CONSIDER:

- A. APPROVING the reprogramming of \$1,682,842 unspent operating budget from FY23 to the Southern California Regional Rail Authority (SCRRA) for the FY24 Metrolink Antelope Valley Line (AVL) service restoration (Option 3), to start on October 23, 2023; and
- B. AUTHORIZING the Chief Executive Officer to negotiate and execute all necessary agreements between Metro and SCRRA for the approved funding.

ISSUE

The COVID-19 pandemic impacted ridership on the Metrolink Antelope Valley Line (AVL), resulting in service reduction. As ridership continues to rebound on the AVL, SCRRA staff are evaluating the restoration of service to pre-pandemic levels plus additional AVL service on weekdays and weekends. To accomplish this goal, SCRRA staff propose an AVL Service Restoration Project with several options for Metro’s consideration to increase ridership, serve new ridership markets, and address equity needs for the Antelope Valley communities.

BACKGROUND

Metro is a member of the SCRRA, a five-county Joint Powers Authority (JPA) that operates the Metrolink regional commuter rail service (see Attachment A). The AVL historically has been the third busiest line on the Metrolink system, averaging 7,000 riders per weekday pre-pandemic. As a result of the pandemic, ridership dropped precipitously, resulting in the reduction of service from 15 weekday round trips to 11 presently. Ridership is recovering gradually, now averaging 3,000 riders per weekday, an improvement of 220% from April 2020.

The AVL provides a critical lifeline service to residents of the Antelope Valley and Santa Clarita regions. Many Antelope Valley residents live and work in Equity Focus Communities and have lower

---

income and non-traditional jobs that require non-traditional, non-peak service opportunities, including weekend, late night, and reverse commute schedules. The AVL serves as a transit alternative to the congested SR-14 freeway and provides a vital link between the Antelope Valley, Santa Clarita Valley, San Fernando Valley, and the greater Los Angeles area. Restoration of AVL weekday service to pre-pandemic levels plus additional weekend service will grow AVL ridership significantly by providing more frequent service options and greater transit flexibility, offering greater levels of multimodal transportation choices in Los Angeles County.

## **DISCUSSION**

In December 2015 Metro provided \$3,000,000 in Measure R local funding as a match to a State Transit and Intercity Rail Capital Program (TIRCP) grant to purchase two locomotives for dedicated service expansion on the AVL, including late night and more mid-day and reverse commute services. However, due to the COVID pandemic, the AVL service expansion, planned to be implemented in April 2020, did not happen. Instead, service was reduced from 15 weekday round trips to 8 weekday round trips. As ridership started to recover, service was increased to 11 weekday round trips in April 2022.

In the post-pandemic environment, travel patterns have shifted from the traditional peak hour commuter services to Los Angeles Union Station (LAUS). Metrolink is experiencing more mid-day, off-peak, late-night, reverse commute, and weekend ridership growth. At the June 2023 SCRRA Board meeting, LA County Supervisor and LA Metro and SCRRA Board Member Kathryn Barger requested that SCRRA prepare options for full restoration of weekday service on the AVL and provide them to Metro for consideration in time to implement service adjustments in October 2023. Service restoration would support the steady growth of post-pandemic ridership gains, provide additional public transit service options to Antelope Valley residents, provide access to new mid-day, reverse commute, and late-night markets, provide equity benefits to disadvantaged communities, and fulfill the TIRCP grant requirement to increase service on the AVL.

In response, SCRRA staff created three weekday service restoration and expanded weekend service options which were shared with Metro staff. The primary criteria for evaluating these options are as follows:

- Do the additional trains provide new peak services to/from LAUS?
- Do the additional trains fill in gaps in mid-day service?
- Do the additional trains serve evening, late night, reverse commute, and new markets?
- What are the equity benefits to disadvantaged communities?
- Do the additional trains go from LAUS to Santa Clarita only or all the way to Lancaster?
- What is the projected ridership growth?
- What is the projected cost to Metro to fund the restored service?

All three service restoration options provide strong ridership growth, excellent overall benefits, and more efficient utilization of existing train crews and rolling stock train sets. Each option targets a slightly different market, with the overall goal to restore service to pre-pandemic levels and move scheduling towards pulse clockface hourly service in each direction throughout the weekday. All

service expansion options are consistent with SCRRA's Southern California Optimized Rail Expansion (SCORE) Program, which envisions implementing 30-minute pulsed bi-directional service on the AVL to Santa Clarita and hourly pulsed bi-directional service to Lancaster by 2030.

The following table summarizes the three service restoration options, which are described in detail in Attachment B:

Table 1  
SCRRA Service Restoration Options

<i>Service Restoration Criteria</i>	<i>Option 1</i>	<i>Option 2</i>	<i>Option 3</i>
Number of new round trips	4	4	4
New peak service to/from LAUS?	Yes	Yes	No
Fill in midday gaps in service?	Yes	Yes	Yes
Late night service?	No	No	<b>Yes</b>
New markets served?	Minimal	More	<b>Most</b>
Equity benefits to transit dependent?	Yes	Yes	<b>Yes/Most</b>
No. of trains to Lancaster (end of line)	3 of 8	4 of 8	<b>5 of 9</b>
Projected ridership growth *	35% - 39%	31% - 36%	<b>31% - 39%</b>
Estimated Subsidy Increase to Metro (FY 24) *	\$1,317,461	\$1,839,336	\$1,682,842

*\*Ridership and cost estimates include additional weekend service and armed security*

Additional Weekend Service

SCRRA currently operates six weekend round trips (RT) on the AVL. The post-pandemic environment has shifted traditional peak-hour, weekday travel patterns, resulting in increased weekend ridership recovery. With fewer connecting local bus service trips available in the Antelope Valley on weekends than during the week, the addition of Metrolink AVL service on weekends will better connect residents in the AVL to the greater Los Angeles region, providing much needed transit connectivity.

As part of the Antelope Valley Service Restoration Project, SCRRA performed a comprehensive overhaul proposal of the AVL weekend schedule to adopt pulse scheduling, as implemented during the week, to increase connectivity and provide more frequent service options. As proposed, service would increase from 6 RTs to 12 RTs on the weekends, resulting in near-hourly service from LAUS to/from Santa Clarita, and almost bi-hourly service to/from Lancaster.

Due to crew and equipment limitations, most of the proposed new weekend service would be between LAUS and Santa Clarita only. All new trains originating or terminating in Santa Clarita would be closely coordinated with Antelope Valley Transit Authority and Santa Clarita Transit for timed transfers and efficient connections to complete journeys to Santa Clarita and the Antelope Valley. The AVL weekend service would also be timed to provide efficient 18-minute pulse connections at LAUS to/from the San Bernardino Line. SCRRA estimates the proposed new weekend service will increase ridership by 41% - 44% over current weekend ridership. Costs for the weekend service are

included in the cost estimates provided in Table 1.

### Service Restoration Option 3

All service restoration options provide excellent overall benefits; however, Option 3 is recommended by both Metro staff and SCRRA staff as it accomplishes the following:

- Increases the number of trains traveling all the way to Lancaster instead of originating in/terminating at Santa Clarita.
- Serves new markets, including evening, late night, and reverse trains back to LAUS.
- Provides overall benefits to the most equity focused, disadvantaged communities.

### **DETERMINATION OF SAFETY IMPACT**

Approval of this item will provide funding for additional Metrolink AVL operations that will be operated in compliance with applicable Federal Railroad Administration, California Public Utilities Commission, and other regulatory requirements.

### **FINANCIAL IMPACT**

The total revenues, total expenses, and net costs to Metro, including armed security on the evening and late-night trains, are included in the cost estimate provided in Attachment B. Additionally, the \$1,682,842 requested funding amount is for service from October 23, 2023, through June 30, 2024. The recommended option's (Option 3) annualized costs (\$1,584,977) are estimated to be less for a full year due to strong annualized ridership growth following the start-up of this new service for the remainder of FY 2023-24.

SCRRA has reported that Metro's unspent operations funding is sufficient to fund for this fiscal year. These funds are designated for commuter rail only and are not eligible to be used for Metro bus and rail operations.

### Possible Use of FY 2022-23 Unspent Funds

SCRRA is projecting an underutilization of Operating funding for FY 2022-23. The final amount will not be known until the fiscal year-end audit is completed in late 2023. Available FY 2022-23 unspent Operating funds would be used first to fund the service restoration and expansion. Should the FY 2022-23 unspent funds not be sufficient to fund the entire \$1,682,842 required for service restoration and expansion, new Proposition C and/or Measure M commuter rail funds would be used, as needed, and applied to the FY24 Q3 subsidy.

### **EQUITY PLATFORM**

Approval of re-programming will support the Metrolink AVL commuter rail operations, providing residents, workers, students, and families with a regional public transportation option to access jobs, resources, and services across the greater Los Angeles region. Metrolink enables residents who may not be able to afford to live in high-cost areas to access quality jobs and services in those areas while living in more affordable neighborhoods. These neighborhoods include Equity Focus Communities, such as Lancaster/Palmdale, and the East San Fernando Valley along the Metrolink

---

AVL. Riders on the Metrolink AVL have the lowest annual average household income (\$41,000) of any of the seven lines in the Metrolink system. Seven of the eleven stations along the AVL are defined as serving low-income communities. Also, low-income riders who participate in Metrolink's new Mobility-4-All Program, which offers California Electronic Benefit Transfer (EBT) cardholders a 50% discount on any Metrolink ticket or pass, will be able to easily benefit from the increased service on the AVL.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Recommendation A supports the Metro Vision 2028 Strategic Plan goals 1, 4, and 5 as follows:

- Goal 1.2: Invest in a world-class transit system that is reliable, convenient, and attractive to more users for more trips;
- Goal 4.1: Work with partners to build trust and make decisions that support the goals of the Vision 2028 Plan;
- Goal 5.2: Exercise good public policy judgment and sound fiscal stewardship.

## **ALTERNATIVES CONSIDERED**

An alternative to Recommendation A would be to implement Option 1 or 2 instead of Option 3. This is not recommended since Option 3 performs best in serving new markets, including evening and late night, and provides maximum benefits to equity-focused, disadvantaged communities.

Another alternative is not to go forward with any service restoration at this time. This alternative is not recommended since Metro provided dedicated funding for locomotives for service expansion on the AVL, the TIRCP grant was awarded based on a commitment to expand service, and this action is consistent with the overall SCORE Program. Additionally, the new markets served on the AVL, benefits to economically disadvantaged communities, and strong ridership - all packaged to utilize crews and equipment in a highly cost-efficient manner - are all positive outcomes of Option 3.

Another option is to go forward with weekday service restoration, but not add the weekend service expansion. This is not recommended since the weekend crews, equipment, and service proposal are packaged with the weekday service restoration to achieve maximum efficiencies, ridership growth, and service expansion in the most efficient manner for all seven days of the week. If Metro does not go forward with the weekend service expansion, the overall ridership growth benefits and subsidy impacts would be less efficient for weekday service restoration only.

## **NEXT STEPS**

Subject to Board approval, SCRRA will implement the AVL weekday service restoration and add weekend service effective October 23, 2023. A robust marketing campaign will be implemented to communicate the service restoration and new weekend service on the AVL to the riders. The service will be evaluated for ridership, connections to other services, and overall effectiveness, and can be adjusted in the future.

## **ATTACHMENTS**

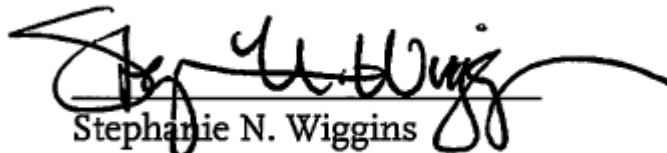


Attachment A - Metrolink Commuter Rail System Map

Attachment B - Antelope Valley Line Service Restoration Project (Options 1, 2, and 3)

Prepared by: Jay Fuhrman, Manager, Transportation Planning, (213) 547-4381  
Michael Cano, Executive Officer, Countywide Planning & Development, (213) 418-3010  
Avital Barnea, Senior Executive Officer, Multimodal Integrated Planning, (213) 547-4317  
Ray Sosa, Deputy Chief Planning Officer, (213) 547-4274

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



Stephanie N. Wiggins  
Chief Executive Officer

# ATTACHMENT A

## METROLINK REGIONAL RAIL SYSTEM



METROLINK

metrolinktrains.com



Updated March 2022 subject to change



**ATTACHMENT B**

**METROLINK**

Antelope Valley Service  
Restoration Project

*Three Weekday Options & Expanded  
Weekend Services Proposal*

# Option 1 -- Schedule (Inbound)

Inbound	200	202	204	ADD 292	206	208	210	212	ADD 214	ADD 216	218	ADD 220	222	224	230
<i>Departure Shift</i>	0:00	0:00	0:00	0:00	0:00	0:00	-0:03	0:00	-0:03	-0:03	0:00	-0:03	0:00	16:12	0:00
<i>Current Departure</i>	3:41	4:41	5:11	5:47	6:11	7:11	9:15	9:11	11:15	12:15	12:11	14:15	14:11	16:15	18:11
LANCASTER	3:41	4:41	5:11	5:47	6:11	7:11		9:11			12:11		14:11		18:11
Palmdale	3:50	4:50	5:20	5:56	6:20	7:20		9:20			12:20		14:20		18:20
Vincent Grade / Acton	4:01	5:01	5:32		6:32	7:32		9:32			12:32		14:32		18:32
Vista Canyon	4:38	5:38	6:07		7:07	8:07		10:07			13:07		15:07		19:07
Via Princessa	4:41	5:41	6:12		7:12	8:12	9:12	10:12	11:12	12:12	13:12	14:12	15:12	16:12	19:12
Santa Clarita	4:48	5:48	6:19	6:46	7:19	8:19	9:19	10:19	11:19	12:19	13:19	14:19	15:19	16:19	19:19
Newhall	4:56	5:56	6:27		7:27	8:27	9:27	10:27	11:27	12:27	13:27	14:27	15:27	16:27	19:27
Sylmar / San Fernando	5:11	6:11	6:41	7:05	7:41	8:41	9:41	10:41	11:41	12:41	13:41	14:41	15:41	16:41	19:41
Sun Valley	5:19	6:19	6:49		7:49	8:49	9:49	10:49	11:49	12:49	13:49	14:49	15:49	16:49	19:49
Burbank Airport - North (AVL)	5:23	6:23	6:52		7:52	8:52	9:52	10:52	11:52	12:52	13:52	14:52	15:52	16:52	19:52
Burbank - Downtown	5:28	6:28	6:58	7:17	7:58	8:58	9:58	10:58	11:58	12:58	13:58	14:58	15:58	16:58	19:58
Glendale	5:35	6:35	7:05		8:05	9:05	10:05	11:05	12:05	13:05	14:05	15:05	16:05	17:05	20:05
L.A. UNION STATION	5:48	6:48	7:18	7:35	8:18	9:18	10:18	11:18	12:18	13:18	14:18	15:18	16:18	17:18	20:18
<i>Current Arrival</i>	5:48	6:48	7:18	7:33	8:18	9:18	10:18	11:18	12:18	13:18	14:18	15:18	16:18	17:18	20:18
<i>Arrival Shift</i>	0:00	0:00	0:00	0:02	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00

# Option 1 -- Schedule (Outbound)

Outbound	201	205	ADD 207	Shortened 209	ADD 211	213	ADD 215	219	221	223	ADD 291	225	227	229	231
Departure Shift	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00
Current Departure	6:39	7:39	8:39	9:39	10:39	11:39	12:39	14:39	15:39	16:39	17:25	17:39	18:39	19:39	21:39
L.A. UNION STATION	6:39	7:39	8:39	9:39	10:39	11:39	12:39	14:39	15:39	16:39	17:25	17:39	18:39	19:39	21:39
Glendale	6:51	7:51	8:51	9:51	10:51	11:51	12:51	14:51	15:51	16:51		17:51	18:51	19:51	21:51
Burbank - Downtown	6:58	7:58	8:58	9:58	10:58	11:58	12:58	14:58	15:58	16:58	17:41	17:58	18:58	19:58	21:58
Burbank Airport - North (AVL)	7:03	8:03	9:03	10:03	11:03	12:03	13:03	15:03	16:03	17:03		18:03	19:03	20:03	22:03
Sun Valley	7:08	8:08	9:08	10:08	11:08	12:08	13:08	15:08	16:08	17:08		18:08	19:08	20:08	22:08
Sylmar / San Fernando	7:19	8:16	9:16	10:16	11:16	12:16	13:16	15:16	16:16	17:16	17:52	18:16	19:16	20:16	22:16
Newhall	7:35	8:32	9:32	10:32	11:32	12:32	13:32	15:32	16:32	17:32		18:32	19:32	20:32	22:32
Santa Clarita	7:44	8:40	9:40	10:40	11:40	12:40	13:40	15:40	16:40	17:40	18:12	18:40	19:40	20:40	22:40
Via Princessa	7:51	8:45	9:47	10:45	11:45	12:47	13:45	15:45	16:47	17:47		18:47	19:47	20:47	22:47
Vista Canyon	7:56		9:51			12:51			16:51	17:51		18:51	19:51	20:51	22:51
Vincent Grade / Acton	8:35		10:29			13:29			17:29	18:29		19:29	20:29	21:29	23:29
Palmdale	8:45		10:40			13:40			17:40	18:40	19:07	19:40	20:40	21:40	23:40
LANCASTER	8:57		10:52			13:52			17:52	18:52	19:14	19:52	20:52	21:52	23:52
Current Arrival	8:52	8:47	10:52	10:47	11:47	13:52	13:47	15:47	17:52	18:52	19:14	19:52	20:52	21:52	23:52
Arrival Shift	0:05	-0:02	0:00	-0:02	-0:02	0:00	-0:02	-0:02	0:00	0:00	0:00	0:00	0:00	0:00	0:00

# Option 2 -- Schedule (Inbound)

Inbound	200	202	204	ADD 292	206	208	210	212	ADD 216	218	ADD 220	222	224	ADD 226	230
Departure Shift	0:00	0:00	0:00		0:00	0:00	-0:02	0:00		0:00		0:00	16:13		0:00
Current Departure	3:41	4:41	5:11	New	6:11	7:11	9:15	9:11	New	12:11	New	14:11	16:15	New	18:11
LANCASTER	3:41	4:41	5:11	5:45	6:11	7:11		9:11		12:11		14:11		16:11	18:11
Palmdale	3:50	4:50	5:20	5:54	6:20	7:20		9:20		12:20		14:20		16:20	18:20
Vincent Grade / Acton	4:01	5:01	5:32		6:32	7:32		9:32		12:32		14:32		16:32	18:32
Vista Canyon	4:37	5:37	6:10		7:10	8:10		10:10		13:10		15:10		17:10	19:10
Via Princessa	4:41	5:41	6:13		7:13	8:13	9:13	10:13	12:13	13:13	14:13	15:13	16:13	17:13	19:13
Santa Clarita	4:47	5:47	6:20	6:45	7:20	8:20	9:20	10:20	12:20	13:20	14:20	15:20	16:20	17:20	19:20
Newhall	4:55	5:55	6:28		7:28	8:28	9:28	10:28	12:28	13:28	14:28	15:28	16:28	17:28	19:28
Sylmar / San Fernando	5:10	6:10	6:43	7:05	7:43	8:43	9:43	10:43	12:43	13:43	14:43	15:43	16:43	17:43	19:43
Sun Valley	5:18	6:18	6:50		7:50	8:50	9:50	10:50	12:50	13:50	14:50	15:50	16:50	17:50	19:50
Burbank Airport - North (AVL)	5:22	6:22	6:54		7:54	8:54	9:54	10:54	12:54	13:54	14:54	15:54	16:54	17:54	19:54
Burbank - Downtown	5:28	6:28	7:00	7:17	8:00	9:00	10:00	11:00	13:00	14:00	15:00	16:00	17:00	18:00	20:00
Glendale	5:35	6:35	7:06		8:06	9:06	10:06	11:06	13:06	14:06	15:06	16:06	17:06	18:06	20:06
L.A. UNION STATION	5:48	6:48	7:20	7:35	8:20	9:20	10:20	11:20	13:20	14:20	15:20	16:20	17:20	18:20	20:20
Current Arrival	5:48	6:48	7:18	New	8:18	9:18	10:18	11:18	New	14:18	New	16:18	17:18	New	20:18
Arrival Shift	0:00	0:00	0:02		0:02	0:02	0:02	0:02				0:02	0:02		0:02

# Option 2 -- Schedule (Outbound)

Outbound	201	205	209	ADD 211	213	ADD 215	ADD 217	219	221	223	ADD 291	225	227	229	231
Departure Shift	0:00	0:00	0:00	0:00	0:00	0:00	1:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00
Current Departure	6:39	7:39	9:39	10:39	11:39	12:39	12:39	14:39	15:39	16:39	17:25	17:39	18:39	19:39	21:39
L.A. UNION STATION	6:39	7:39	9:39	10:39	11:39	12:39	13:39	14:39	15:39	16:39	17:25	17:39	18:39	19:39	21:39
Glendale	6:51	7:51	9:51	10:51	11:51	12:51	13:51	14:51	15:51	16:51		17:51	18:51	19:51	21:51
Burbank - Downtwn	6:58	7:58	9:58	10:58	11:58	12:58	13:58	14:58	15:58	16:58	17:41	17:58	18:58	19:58	21:58
Burbank Airport - North (AVL)	7:03	8:04	10:04	11:04	12:04	13:04	14:04	15:04	16:04	17:04		18:04	19:04	20:04	22:04
Sun Valley	7:08	8:08	10:08	11:08	12:08	13:08	14:08	15:08	16:08	17:08		18:08	19:08	20:08	22:08
Sylmar / San Fernando	7:16	8:16	10:16	11:16	12:16	13:16	14:16	15:16	16:16	17:16	17:53	18:16	19:16	20:16	22:16
Newhall	7:32	8:32	10:32	11:32	12:32	13:32	14:32	15:32	16:32	17:32		18:32	19:32	20:32	22:32
Santa Clarita	7:41	8:40	10:40	11:40	12:40	13:40	14:40	15:40	16:40	17:40	18:13	18:40	19:40	20:40	22:40
Via Princessa	7:48	8:45	10:46	11:45	12:46	13:45	14:46	15:45	16:46	17:46		18:46	19:46	20:46	22:46
Vista Canyon	7:53		10:52		12:52		14:52		16:52	17:52		18:52	19:52	20:52	22:52
Vincent Grade / Acton	8:32		11:31		13:31		15:31		17:31	18:31		19:31	20:31	21:31	23:31
Palmdale	8:43		11:41		13:41		15:41		17:41	18:41	19:10	19:41	20:41	21:41	23:41
LANCASTER	8:54		11:53		13:53		15:53		17:53	18:53	19:18	19:53	20:53	21:53	23:53
Current Arrival	8:52	8:47	10:47	New	13:52	New	New	15:47	17:52	18:52	New	19:52	20:52	21:52	23:52
Arrival Shift	0:02	-0:02	1:06		0:01			-0:02	0:01	0:01		0:01	0:01	0:01	0:01

# RECOMMENDED

## Option 3 -- Schedule (Inbound)

Inbound	Remove							ADD		ADD		ADD		ADD	ADD	
	200	202	204	206	208	210	212	216	218	220	222	224	226	230	234	238
Departure Shift	0:00	-0:30	0:00	0:00	0:00	-0:02	0:00		0:06			-0:02		0:00		
Current Departure	3:41	4:41	5:11	6:11	7:11	9:15	9:11	New	12:05	New	14:11	16:15	New	18:11	New	New
LANCASTER	3:41	4:11	5:11	6:11	7:11		9:11		12:11		14:11		16:11	18:11	20:11	22:11
Palmdale	3:50	4:20	5:20	6:20	7:20		9:20		12:20		14:20		16:20	18:20	20:20	22:20
Vincent Grade / Acton	4:01	4:32	5:32	6:32	7:32		9:32		12:32		14:32		16:32	18:32	20:32	22:32
Vista Canyon	4:37	5:10	6:10	7:10	8:10		10:10		13:10		15:10		17:10	19:10	21:10	23:10
Via Princessa	4:41	5:13	6:13	7:13	8:13	9:13	10:13	12:13	13:13	14:13	15:13	16:13	17:13	19:13	21:13	23:13
Santa Clarita	4:47	5:20	6:20	7:20	8:20	9:20	10:20	12:20	13:20	14:20	15:20	16:20	17:20	19:20	21:20	23:20
Newhall	4:55	5:28	6:28	7:28	8:28	9:28	10:28	12:28	13:28	14:28	15:28	16:28	17:28	19:28	21:28	23:28
Sylmar / San Fernando	5:10	5:43	6:43	7:43	8:43	9:43	10:43	12:43	13:43	14:43	15:43	16:43	17:43	19:43	21:43	23:43
Sun Valley	5:18	5:50	6:50	7:50	8:50	9:50	10:50	12:50	13:50	14:50	15:50	16:50	17:50	19:50	21:50	23:50
Burbank Airport - North (AVL)	5:22	5:54	6:54	7:54	8:54	9:54	10:54	12:54	13:54	14:54	15:54	16:54	17:54	19:54	21:54	23:54
Burbank - Downtown	5:28	6:00	7:00	8:00	9:00	10:00	11:00	13:00	14:00	15:00	16:00	17:00	18:00	20:00	22:00	0:00
Glendale	5:35	6:06	7:06	8:06	9:06	10:06	11:06	13:06	14:06	15:06	16:06	17:06	18:06	20:06	22:06	0:06
L.A. UNION STATION	5:48	6:20	7:20	8:20	9:20	10:20	11:20	13:20	14:20	15:20	16:20	17:20	18:20	20:20	22:20	0:20
Current Arrival	5:48	6:48	7:18	8:18	9:18	10:18	11:18	New	14:18	New	16:18	17:18	New	20:18	New	New
Arrival Shift	0:00	-0:28	0:02		0:02	0:02	0:02				0:02	0:02		0:02		



# RECOMMENDED

## Option 3 -- Schedule (Outbound)

Outbound	Renumber		ADD		ADD	ADD									ADD
	203	205	209	211	213	215	217	219	221	223	225	227	229	231	235
Departure Shift	0:00	0:00	0:00	0:00	0:00	0:00	1:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	
Current Departure	6:39	7:39	9:39	10:39	11:39	12:39	12:39	14:39	15:39	16:39	17:39	18:39	19:39	21:39	New
L.A. UNION STATION	6:39	7:39	9:39	10:39	11:39	12:39	13:39	14:39	15:39	16:39	17:39	18:39	19:39	21:39	23:39
Glendale	6:51	7:51	9:51	10:51	11:51	12:51	13:51	14:51	15:51	16:51	17:51	18:51	19:51	21:51	23:51
Burbank - Downtwn	6:58	7:58	9:58	10:58	11:58	12:58	13:58	14:58	15:58	16:58	17:58	18:58	19:58	21:58	23:58
Burbank Airport - North (AVL)	7:04	8:04	10:04	11:04	12:04	13:04	14:04	15:04	16:04	17:04	18:04	19:04	20:04	22:04	0:04
Sun Valley	7:08	8:08	10:08	11:08	12:08	13:08	14:08	15:08	16:08	17:08	18:08	19:08	20:08	22:08	0:08
Sylmar / San Fernando	7:16	8:16	10:16	11:16	12:16	13:16	14:16	15:16	16:16	17:16	18:16	19:16	20:16	22:16	0:16
Newhall	7:32	8:32	10:32	11:32	12:32	13:32	14:32	15:32	16:32	17:32	18:32	19:32	20:32	22:32	0:32
Santa Clarita	7:40	8:40	10:40	11:40	12:40	13:40	14:40	15:40	16:40	17:40	18:40	19:40	20:40	22:40	0:40
Via Princessa	7:46	8:45	10:46	11:45	12:46	13:45	14:46	15:45	16:46	17:46	18:46	19:46	20:46	22:46	0:46
Vista Canyon	7:52		10:52		12:52		14:52		16:52	17:52	18:52	19:52	20:52	22:52	0:52
Vincent Grade / Acton	8:31		11:31		13:31		15:31		17:31	18:31	19:31	20:31	21:31	23:31	1:31
Palmdale	8:41		11:41		13:41		15:41		17:41	18:41	19:41	20:41	21:41	23:41	1:41
LANCASTER	8:53		11:53		13:53		15:53		17:53	18:53	19:53	20:53	21:53	23:53	1:53
Current Arrival	8:52	8:47	11:52	New	13:52	New	New	15:47	17:52	18:52	New	20:52	21:52	23:52	New
Arrival Shift	0:01	-0:02	0:01		0:01			-0:02	0:01	0:01		0:01	0:01	0:01	

# Weekend Schedule (Inbound)

Inbound												
	260	264	266	268	270	272	274	276	278	280	282	288
<i>Departure Shift</i>	-0:11	-0:53		-1:04		-0:29		-0:12			-0:12	
Current Departure	6:22	9:04		11:15		12:40		14:23			18:23	
LANCASTER	6:11	8:11		10:11		12:11		14:11			18:11	
Palmdale	6:20	8:20		10:20		12:20		14:20			18:20	
Vincent Grade / Acton	6:32	8:32		10:32		12:32		14:32			18:32	
Vista Canyon	7:09	9:09		11:09		13:09		15:09			19:09	
Via Princessa	7:12	9:12	10:12	11:12	12:12	13:12	14:12	15:12	16:12	18:12	19:12	22:12
Santa Clarita	7:19	9:19	10:19	11:19	12:19	13:19	14:19	15:19	16:19	18:19	19:19	22:19
Newhall	7:27	9:27	10:27	11:27	12:27	13:27	14:27	15:27	16:27	18:27	19:27	22:27
Sylmar / San Fernando	7:42	9:42	10:42	11:42	12:42	13:42	14:42	15:42	16:42	18:42	19:42	22:42
Sun Valley	7:49	9:49	10:49	11:49	12:49	13:49	14:49	15:49	16:49	18:49	19:49	22:49
Burbank Airport - North (AVL)	7:53	9:53	10:53	11:53	12:53	13:53	14:53	15:53	16:53	18:53	19:53	22:53
Burbank - Downtown	7:59	9:59	10:59	11:59	12:59	13:59	14:59	15:59	16:59	18:59	19:59	22:59
Glendale	8:05	10:05	11:05	12:05	13:05	14:05	15:05	16:05	17:05	19:05	20:05	23:05
L.A. UNION STATION	8:20	10:20	11:20	12:20	13:20	14:20	15:20	16:20	17:20	19:20	20:20	23:20
Current Arrival	8:25	11:10		11:10		13:20		16:28			20:29	
<i>Arrival Shift</i>	-0:05	-0:50		1:10		1:00		-0:08			-0:09	

# Weekend Schedule (Outbound)

Outbound												
	261	263	267	269	271	273	275	277	279	281	285	287
Departure Shift	-1:01	-0:01		0:02		-0:19		0:02		0:14	-1:14	
Current Departure	8:40	8:40		11:37		13:58		15:37		17:25	20:53	
L.A. UNION STATION	7:39	8:39	10:39	11:39	12:39	13:39	14:39	15:39	16:39	17:39	19:39	20:39
Glendale	7:51	8:51	10:51	11:51	12:51	13:51	14:51	15:51	16:51	17:51	19:51	20:51
Burbank - Downtown	7:58	8:58	10:58	11:58	12:58	13:58	14:58	15:58	16:58	17:58	19:58	20:58
Burbank Airport - North (AVL)	8:04	9:04	11:04	12:04	13:04	14:04	15:04	16:04	17:04	18:04	20:04	21:04
Sun Valley	8:08	9:08	11:08	12:08	13:08	14:08	15:08	16:08	17:08	18:08	20:08	21:08
Sylmar / San Fernando	8:16	9:16	11:16	12:16	13:16	14:16	15:16	16:16	17:16	18:16	20:16	21:16
Newhall	8:32	9:32	11:32	12:32	13:32	14:32	15:32	16:32	17:32	18:32	20:32	21:32
Santa Clarita	8:40	9:40	11:40	12:40	13:40	14:40	15:40	16:40	17:40	18:40	20:40	21:40
Via Princessa	8:46	9:45	11:45	12:46	13:45	14:46	15:45	16:46	17:45	18:46	20:46	21:45
Vista Canyon	8:51			12:51		14:51		16:51		18:51	20:51	
Vincent Grade / Acton	9:30			13:30		15:30		17:30		19:30	21:30	
Palmdale	9:40			13:40		15:40		17:40		19:40	21:40	
LANCASTER	9:52			13:52		15:52		17:52		19:52	21:52	
Current Arrival	10:51			13:48		16:12		17:59		19:30	23:00	
Arrival Shift	-0:59			0:04		-0:20		-0:07		0:22	-1:08	

# AV Line Service Options Estimates (including Security)

## AV Line Service Assumptions:

- Service to begin on October 23, 2023
- Expenses and Revenues Prorated for the Period of Oct 23, 2023 to June 30, 2024
- Revenue is based on FY24 Ridership/Revenue Forecast(KPMG/Sperry Capital)
- Estimates include Armed Security Guards

	Option 1 + Weekend					TOTAL
	METRO	OCTA	RCTC	SBCTA	VCTC	
Total Revenue	1,336,824	0	0	0	0	1,336,824
Total Expense	2,654,285	(165,711)	(78,056)	(119,709)	(40,910)	2,249,899
<b>Change in Member Support increase / (decrease)</b>	<b>1,317,461</b>	<b>(165,711)</b>	<b>(78,056)</b>	<b>(119,709)</b>	<b>(40,910)</b>	<b>913,075</b>

	Option 2 + Weekend					TOTAL
	METRO	OCTA	RCTC	SBCTA	VCTC	
Total Revenue	1,233,684	0	0	0	0	1,233,684
Total Expense	3,073,020	(164,497)	(75,677)	(117,744)	(40,761)	2,674,341
<b>Change in Member Support increase / (decrease)</b>	<b>1,839,336</b>	<b>(164,497)</b>	<b>(75,677)</b>	<b>(117,744)</b>	<b>(40,761)</b>	<b>1,440,657</b>

	Option 3 + Weekend					TOTAL
	METRO	OCTA	RCTC	SBCTA	VCTC	
Total Revenue	1,268,604	0	0	0	0	1,268,604
Total Expense	2,951,446	(193,459)	(90,608)	(137,577)	(47,209)	2,482,593
<b>Change in Member Support increase / (decrease)</b>	<b>1,682,842</b>	<b>(193,459)</b>	<b>(90,608)</b>	<b>(137,577)</b>	<b>(47,209)</b>	<b>1,213,989</b>



## Board Report

File #: 2023-0393, File Type: Program

Agenda Number: 14.

### PLANNING AND PROGRAMMING COMMITTEE SEPTEMBER 20, 2023

**SUBJECT: COUNTYWIDE CALL FOR PROJECTS**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATION**

CONSIDER:

- A. RECERTIFYING \$78.96 million in existing Fiscal Year (FY) 2023-24 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 \$2.36 million of previously approved Call funding, as shown in Attachment B, and hold in RESERVE;
- C. REALLOCATING:
  - 1. \$1.31 million of Call funds remaining in the City of Los Angeles Century City Urban Design and Pedestrian Connection Plan (Call #F1612), to the City of Los Angeles Exposition West Bikeway - Northvale Project (Call #F3514); and
  - 2. \$13.39 million of Call funds in the City of Los Angeles: 1) Alameda Street Downtown LA - Goods Movement Phase 1 (Call #F5207), and 2) Alameda Street Improvements North Olympic Blvd to I-10 Freeway (Call #F9207) projects, to the City of Los Angeles 1) Boyle Heights Chavez Avenue Streetscape Pedestrian Improvements (Call #F3643), and 2) Soto Street Complete Streets (Call #F7109) projects;
- D. APPROVING changes to the scope of work for:
  - 1. City of Lancaster - Medical Main Street (Call #F9131); and
  - 2. County of Los Angeles - South Whittier Community Bikeway Access Improvements (Call #F9511);
- E. AUTHORIZING the Chief Executive Officer (CEO) or their designee to:
  - 1. Negotiate and execute all necessary agreements and/or amendments for previously awarded projects; and
  - 2. Amend the FY 2023-24 budget, as necessary, to include the 2023 Countywide Call Recertification and Extension funding in the Subsidies budget;

F. RECEIVING AND FILING:

1. Time extensions for 87 projects as shown in Attachment C; and
2. Reprogram for nine projects as shown in Attachment D.

**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 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 approve changes to the project scope of work. Staff has evaluated the proposed changes and found that they are consistent with the intent of the original scope of work. The Board must also receive and file the extensions and reprogrammed funds granted through previously delegated Board authority. The background and discussion of each of these recommendations can be found in Attachment E.

**BACKGROUND**

The Call, an existing competitive grant program dating back to the early 1990s, programs transportation funds to local jurisdictions for regionally significant projects that are often beyond the fiscal capabilities of local sponsors. The latest Call cycle, including all funding commitments and project scopes of work, was approved by the Metro Board in September 2015.

The Call process implements Metro's multi-modal programming priorities and the adopted Long Range Transportation Plan (LRTP). The 2023 Call Recertification and Deobligation process reinforces the annual authorization and timely use of funds policies. Specifically, Board policy calls for the consideration of the deobligation of funding from project sponsors who have not met lapsing deadlines or have formally notified Metro that they no longer wish to proceed with the project (cancellation). All projects are subject to a close-out audit after completion.

**DISCUSSION**

**Technical Advisory Committee (TAC) Appeals**

On May 3, 2023, TAC heard sponsor appeals on the deobligation of funding from two projects (Attachment F). Initially, five projects were invited to the TAC appeals, but three of those projects requested project cancellations and decided not to appeal at the TAC. TAC recommended a one-year extension for the City of Downey project, and received and filed the status update for the City of Los Angeles project. Staff concurs with these recommendations.

Additionally, all proposed deobligated funds included in Attachment B are due to project cancellation requested by the project sponsors and would not be involuntarily deobligated by this proposed Board action, as further described in the attachment.

**Active Call for Projects as of June 30, 2023**

Annually since August 2020, Metro staff reported the completed assessments of the past and current recipient performance in project delivery (2007 to 2015 Call cycles). We updated the table as of June 30, 2023 (see below). There are approximately 149 active and/or upcoming Call projects totaling \$346.7 million yet to be fully implemented. Since July 2022, project sponsors have completed 29 projects with total expenditures of \$38.5 million. Staff will continue working with the project sponsors to expedite those projects' delivery.

Cycle	# of Awarded Projects	Original Programming Years	Total Prog Amount (\$000')	# of Active/Upcoming Projects	Remaining Balance (\$000')
2007 Call	169	FY08 - FY13	\$ 454,520	22	\$ 44,493
2009 Call	133	FY12 - FY15	337,551	24	67,272
2011 Call	72	FY15 - FY17	123,516	14	27,922
2013 Call	96	FY15 - FY19	199,390	35	87,049
2015 Call	88	FY17 - FY21	201,923	54	119,957
	<b>558</b>		<b>\$1,316,900</b>	<b>149</b>	<b>\$346,693</b>

**DETERMINATION OF SAFETY IMPACT**

The 2023 Call Recertification and Deobligation will not have any adverse safety impacts on Metro’s employees or patrons.

**FINANCIAL IMPACT**

The amount of \$45.9 million is included in the FY 2023-24 Adopted 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 and Chief Planning 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). Proposition C 25% funds are not eligible for Metro bus and rail operating and capital expenditures.

CMAQ funds can be used for both transit operations and capital. 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 ensure the utilization of 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.

### **EQUITY PLATFORM**

The projects (and scopes) included in this action predate the Equity Platform (adopted in 2018). As such, Equity Platform criteria were not included in the evaluation of these projects. However, the third pillar of the Equity Platform, "Focus and Deliver" applies to these community-driven projects. Given that no equity analysis occurred during the initial grant process, staff are now working to evaluate the equity impacts on the existing grants. The Equity Focus Communities ("EFCs", adopted as part of the 2020 Long Range Transportation Plan, updated in 2022) are being applied to all current Call grants to support the first pillar of the Equity Platform "Define and Measure." Specifically, the EFCs are a mapping tool that has been added to the Call administration database since July 2021. The analysis of the EFC layer to the Call grants (within a 1-mile radius) provides information about the makeup of the communities being served by these projects. For example, the three City of Los Angeles projects that are recommended to receive the reallocated Call funds are all intended to benefit vulnerable road users such as people walking/biking, as part of the Call Bicycle and Pedestrian Improvements modal category. See Attachment G for details regarding 87% of the remaining 149 projects in EFCs and other demographic details.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommendation supports the following goals of the Metro Vision 2028 Strategic Plan:

Goal 1: Provide high-quality mobility options that enable people to spend less time traveling by alleviating the current operational deficiencies and improving mobility along the projects.

Goal 4: Transform LA County through regional collaboration with the subregions and local jurisdictions in the implementation of the projects.

### **ALTERNATIVES CONSIDERED**

The Board could cancel all or some of the FY 2023-24 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 deobligation, 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 timelier 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 thus ensuring policy objectives are achieved in expending the funds as intended by the Call program.



## **NEXT STEPS**

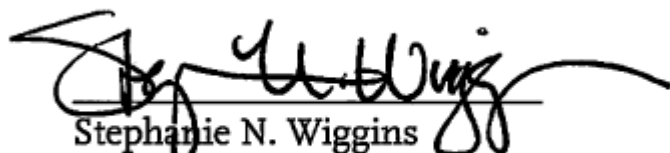
With Board approval of the 2023 Countywide Call Recertification, Deobligation, and Extension process, project sponsors will be notified. Amendments to existing Funding Agreements and Letters of Agreement will be completed for those sponsors receiving time extensions. Project sponsors whose funds are being deobligated and those receiving date-certain time extension deadlines for executing their agreements will be formally notified of the Board's action.

## **ATTACHMENTS**

Attachment A - FY 2023-24 Countywide Call Recertification  
Attachment B - FY 2022-23 Countywide Call Deobligation  
Attachment C - FY 2022-23 Countywide Call Extensions  
Attachment D - FY 2022-23 Countywide Call Reprogramming  
Attachment E - Background/Discussion of Each Recommendation  
Attachment F - Result of TAC Appeals Process  
Attachment G - Call and Equity-Focused Communities Map

Prepared by: Fanny Pan, Executive Officer, Countywide Planning & Programming, (213) 418-3433  
Laurie Lombardi, Senior Executive Officer, Countywide Planning & Programming, (213) 418-3251  
Ray Sosa, Deputy Chief Planning Officer, (213) 547-4274

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

  
Stephanie N. Wiggins  
Chief Executive Officer



**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
2023-24 CALL FOR PROJECTS RECERTIFICATION  
(\$000')**

PROJ #	AGENCY	PROJECT TITLE	\$ PROGRAMMED FY 2023-24
1 F1609	LA CITY	MAIN STREET BUS STOP AND PEDESTRIAN IMPROVEMENTS	\$ 528
2 F3514	LA CITY	EXPOSITION WEST BIKEWAY - NORTHVALE	1,308
3 F3630	LA CITY	MAIN STREET PEDESTRIAN ENHANCEMENTS	662
4 F3643	LA CITY	BOYLE HEIGHTS CHAVEZ AVENUE STRETSCAPE PEDESTRIAN IMPROVEMENTS	8,000
5 F7109	LA CITY	SOTO STREET COMPLETE STREET	5,392
6 F9805	LA CITY	VENICE - LA EXPRESS PARK	845
7 F9806	LA CITY	EXPOSITION PARK - LA EXPRESS PARK	916
8 F3136	LA COUNTY	THE OLD ROAD FROM MAGIC MOUNTAIN PARKWAY TO TURNBERRY LANE	15,001
9 F9302	LA COUNTY	SGV FORUM 2015 TRAFFIC SIGNAL CORRIDORS PROJECT	5,307
10 F9303	LA COUNTY	SOUTH BAY FORUM 2015 TRAFFIC SIGNAL CORRIDORS PROJECT	1,959
11 F9304	LA COUNTY	GATEWAY CITIES FORUM 2015 TRAFFIC SIGNAL CORRIDORS PROJECT	2,837
12 F9305	LA COUNTY	NORTH COUNTY TRAFFIC SIGNAL COMMUNICATIONS PROJECT	1,156
13 F9800	LA COUNTY	BIKE AIDE STATIONS	2,533
14 F9122	PICO RIVERA	TELEGRAPH ROAD BRIDGE REPLACEMENT	2,299
15 F1168	SANTA CLARITA	VIA PRINCESSA EXTENSION-GOLDEN VALLEY ROAD TO RAINBOW GLEN	11,577
16 F7105	SANTA CLARITA	13TH STREET/DOCKWEILER DRIVE EXTENSION	5,899
17 F9118	SANTA CLARITA	DOCKWEILER DRIVE GAP CLOSURE	5,475
18 F9513	SANTA CLARITA	RAILROAD AVENUE CLASS I BIKE PATH	2,265
19 8002	SGV COG	ALAMEDA CORRIDOR EAST	5,000
<b>TOTAL</b>			<b>\$ 78,959</b>



LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
 FY 2022-23 CALL FOR PROJECTS DEOBLIGATION RECOMMENDATIONS  
 (\$000')

PROJ #	AGENCY	PROJECT TITLE	FUNDING SOURCE	MODE	DOLLARS PROGRAMMED AND FISCAL YEARS					\$ EXPD/OBLG	TOTAL DEOB	REASON	
					Prior	FY 18	FY 19	FY 20	FY 21				
1	F7512	LA COUNTY	WEST CARSON COMMUNITY BIKEWAYS	LTF	BIKE			\$ 645			\$ -	\$ 645	CANCELLED
2	F7700	LA COUNTY	WILLOWBROOK INTERACTIVE INFORMATION KIOSKS	LTF	TDM		55	88			-	143	CANCELLED
3	F1528	LONG BEACH	SAN GABRIEL RIVER BIKE PATH GAP CLOSURE AT WILLOW STREET	CMAQ	BIKE	756					-	756	CANCELLED
3	F9807	SANTA MONICA	SANTA MONICA EXPO AND LOCALIZED TRAVEL PLANNING ASSISTANCE	LTF	TDM	127	123	126			-	376	CANCELLED
4	6347	SOUTH GATE	I-710/FIRESTONE BLVD. INTERCHANGE RECONSTRUCTION	PC25	RSTI	106	954	80	560	83	1,344	439	CITY REQUEST *
					<b>TOTAL</b>	<b>\$ 989</b>	<b>\$ 1,132</b>	<b>\$ 939</b>	<b>\$ 560</b>	<b>\$ 83</b>	<b>\$ 1,344</b>	<b>\$ 2,359</b>	

TOTAL DEOBLIGATION RECOMMENDATION BY MODE	
REGIONAL SURFACE TRANSPORTATION IMPROVEMENTS (RSTI)	\$ 439
BICYCLE IMPROVEMENTS (BIKE)	1,401
TRANSPORTATION DEMAND MANAGEMENT	519
<b>TOTAL</b>	<b>\$ 2,359</b>

\* The City requested to decrease Call for Projects grant funds and use Measure R funds to complete the Project.

**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**  
**2022-23 CALL FOR PROJECTS EXTENSION LIST**  
**AS OF JUNE 30, 2023**  
**(\$000')**

PROJ #	AGENCY	PROJECT TITLE	FUNDING SOURCE	LAPSING FUND YR(S)	TOTAL PROG \$	TOTAL \$ EXP/ OBLIG	AMT SUBJECT TO LAPSE	RECOM EXT MONTHS	REASON FOR EXT 1, 2 OR 3	NEW REVISED LAPSE DATE
1 F7600	ALHAMBRA	ALHAMBRA PED IMPROVEMENT/WALKING VIABILITY PROJECT ON VALLEY	LTF	2018	\$665	\$652	\$13	12	3	2/29/2024
2 F7120	BELL GARDENS	EASTERN AVENUE AND FLORENCE AVENUE RSTI PROJECT (MR306.30 FOR MATCH)	PC25	2017 2018	2,200	584	1,616	12	3	2/29/2024
3 F9111	BELL GARDENS	FLORENCE AV. IMPROVEMENTS AT IRA AVENUE & JABONERIA RD.	PC25	2020 2021	992	51	941	20	1	2/28/2025
4 F1502	BURBANK	SAN FERNANDO BIKEWAY	CMAQ	2019	6,595	954	5,641	12	1	6/30/2024
5 F7506	BURBANK	CHANDLER BIKEWAY EXTENSION	CMAQ	2017 2018	2,639	456	2,183	12	1	6/30/2024
6 F9436	BURBANK	BURBANKBUS TRANSIT VEHICLE REPLACEMENT	CMAQ	2020 2021	1,221	-	1,221	20	3	2/28/2025
7 F9301	CALTRANS	I-210 CONNECTED CORRIDORS ARTERIAL SYSTEMS IMPROVEMENTS	PC25	2018 2019	6,456	4,787	1,669	12	3	2/29/2024
8 F9530	COMPTON	CENTRAL AVENUE REGIONAL COMMUTER BIKEWAY PROJECT	LTF PC25	2018 2019	1,438	-	1,438	12	3	2/29/2024
9 F3317	CULVER CITY	BUS SIGNAL PRIORITY IN CULVER CITY	PC25	2018	2,200	1,698	502	12	3	2/29/2024
10 F7303	CULVER CITY	NETWORK-WIDE SIGNAL SYNCH WITH VID AND ARTERIAL PERFORMANCE ME	PC25	2017	989	864	125	12	3	2/29/2024
11 F7507	CULVER CITY	BALLONA CREEK BIKE PATH CONNECTIVITY PROJECT AT HIGUERA BRIDGE	LTF	2016 2018	616	469	147	12	3	2/29/2024
12 F7118	DOWNEY	FLORENCE AVE. BRIDGE OVER SAN GABRIEL RIVER	CMAQ	2016 2017	1,917	-	1,917	12	1	6/30/2024
13 F7311	DOWNEY	DOWNEY CITYWIDE TRANSIT PRIORITY SYSTEM PROGRAM	PC25	2018 2019	1,292	157	1,135	12	3	2/29/2024
14 F9525	DOWNEY	DOWNEY BMP PHASE 1 DOWNTOWN/TRANSIT CLASS II IMPLEMENTATION	PC25	2019 2021	2,278	267	2,011	20	1	2/28/2025
15 F7520	EL MONTE	EL MONTE REGIONAL BICYCLE COMMUTER ACCESS IMPROVEMENTS	LTF	2017 2018	987	660	327	12	3	2/29/2024
16 F9534	GLENDALE	GLENDALE-LA RIVERWALK BRIDGE/ACTIVE TRANSPORTATION FACILITY	PC25	2021	3,070	257	2,813	20	1	2/28/2025
17 F9102	HAWTHORNE	HAWTHORNE BLVD MOBILITY PROJECT - PHASE 2	PC25	2020 2021	2,427	-	2,427	20	3	2/28/2025
18 F5100	INDUSTRY	SR57/60 CONFLUENCE, GRAND AVENUE AT GOLDEN SPRINGS DRIVE	PC25	2017	6,728	4,241	2,487	12	3	2/29/2024

**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**  
**2022-23 CALL FOR PROJECTS EXTENSION LIST**  
**AS OF JUNE 30, 2023**  
**(\$000')**

PROJ #	AGENCY	PROJECT TITLE	FUNDING SOURCE	LAPSING FUND YR(S)	TOTAL PROG \$	TOTAL \$ EXP/ OBLIG	AMT SUBJECT TO LAPSE	RECOM EXT MONTHS	REASON FOR EXT 1, 2 OR 3	NEW REVISED LAPSE DATE	
19	F7319	INGLEWOOD	ITS: PHASE V OF INGLEWOOD'S ITS UPGRADES	PC25	2018 2019	1,534	591	943	12	3	2/29/2024
20	F9202	INGLEWOOD	MANCHESTER AND LA CIENEGA GEOMETRIC IMPROVEMENTS	PC25	2018 2019 2021	1,185	-	1,185	20	1	2/28/2025
21	F9307	INGLEWOOD	INGLEWOOD ITS PHASE VI	PC25	2018 2019	1,206	213	993	12	3	2/29/2024
22	8046	LA CITY	BURBANK BLVD. WIDENING - LANKERSHIM BLVD. TO CLEON AVENUE (INCLUDE CALL #8048)	PC25	2019 2021	6,078	3,161	2,917	20	1	2/28/2025
23	F1129	LA CITY	WIDENING SAN FERNANDO RD AT BALBOA RD	PC25	2021	1,000	-	1,000	20	3	2/28/2025
24	F1205	LA CITY	OLYMPIC BL AND MATEO STREET GOODS MOVEMENT IMP-PHASE II	PC25	2021	4,624	3,630	994	20	3	2/28/2025
25	F3514	LA CITY	EXPOSITION-WEST BIKEWAY-NORTHVALE PROJECT	CMAQ	2014 2015	4,416	1,732	2,684	12	1	6/30/2024
26	F3516	LA CITY	LOS ANGELES RIVER BIKE PATH PHASE IV - CONSTRUCTION	CMAQ	2019	1,827	-	1,827	12	1	6/30/2024
27	F3643	LA CITY	BOYLE HEIGHTS CHAVEZ AVE STREETScape/PEDESTRIAN IMPROV.	CMAQ	2020	2,788	140	2,648	12	2	6/30/2024
28	F3646	LA CITY	ARTS DISTRICT/LITTLE TOKYO GOLD LINE STATION LINKAGES	MR	2016	869	729	140	12	3	2/29/2024
29	F3647	LA CITY	MENLO AVE/MLK VERMONT EXPO STATION PEDESTRIAN IMPROVEMENTS	CMAQ	2021	1,687	337	1,350	12	1	6/30/2024
30	F3656	LA CITY	CENTRAL AVENUE HISTORIC CORRIDOR STREETScape	CMAQ	2021	1,697	424	1,273	12	1	6/30/2024
31	F3726	LA CITY	FIRST AND LAST MILE TRANSIT CONNECTIVITY OPTIONS	CMAQ	2013 2014	1,313	105	2,475	12	2	6/30/2024
32	F5519	LA CITY	BICYCLE FRIENDLY STREETS (BFS)	CMAQ	2015 2016	586	110	476	12	1	6/30/2024
33	F5525/ F5709	LA CITY	BICYCLE CORRAL PROGRAM LAUNCH	CMAQ	2016 2017	972	-	972	12	1	6/30/2024
34	F5624	LA CITY	WASHINGTON BLVD PEDESTRIAN TRANSIT ACCESS(HOOPER/ALAMEDA) II	CMAQ	2019	1,492	178	1,314	12	1	6/30/2024
35	F7123	LA CITY	MAGNOLIA BL WIDENING (NORTH SIDE) -CAHUENGA BL TO VINELAND	RSTP	2017 2018	5,461	975	4,486	12	1	6/30/2024
36	F7207	LA CITY	IMPROVE ANAHEIM ST. FROM FARRAGUT AVE. TO DOMINGUEZ CHANNEL (MR312.51 FOR MATCH)	RSTP	2017 2018	3,141	-	3,141	12	1	6/30/2024

**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**  
**2022-23 CALL FOR PROJECTS EXTENSION LIST**  
**AS OF JUNE 30, 2023**  
**(\$000')**

PROJ #	AGENCY	PROJECT TITLE	FUNDING SOURCE	LAPSING FUND YR(S)	TOTAL PROG \$	TOTAL \$ EXP/ OBLIG	AMT SUBJECT TO LAPSE	RECOM EXT MONTHS	REASON FOR EXT 1, 2 OR 3	NEW REVISED LAPSE DATE	
37	F7622	LA CITY	LANI - WEST BOULEVARD COMMUNITY LINKAGES PROJECT	CMAQ	2021	1,379	531	848	12	1	6/30/2024
38	F7636	LA CITY	BROADWAY STREETScape IMPLEMENTATION (8TH-9TH)	CMAQ	2019	2,384	426	1,958	12	1	6/30/2024
39	F7707	LA CITY	LAST MILE FOLDING BIKE INCENTIVE PROGRAM	LTF	2017 2018 2019	695	-	695	12	1	2/29/2024
40	F7814	LA CITY	LADOT STREETS FOR PEOPLE: PARKLETS AND PLAZAS	LTF	2021	437	-	437	20	1	2/28/2025
41	F9123	LA CITY	COMPLETE STREETS PROJECT FOR COLORADO BLVD. IN EAGLE ROCK	PC25	2019	1,754	748	1,006	12	2	2/29/2024
42	F9206	LA CITY	INTERSECTION IMPROVEMENTS ON HYPERION AVENUE AND GLENDALE BOULEVARD	PC25	2018 2019 2021	6,986	808	6,178	20	1	2/28/2025
43	F9309	LA CITY	TRAFFIC SIGNAL RAIL CROSSING IMPROVEMENT PROJECT	PC25	2018 2019 2020	4,179	144	4,035	20	1	2/28/2025
44	F9439	LA CITY	WESTERN AVENUE BUS STOP IMPROVEMENTS - FWY 10 TO WILSHIRE BLVD	LTF	2021	547	3	544	20	1	2/28/2025
45	F9440	LA CITY	VERMONT AVENUE BUS STOP IMPROVEMENTS - MLK TO WILSHIRE BLVD	LTF	2021	547	13	534	20	1	2/28/2025
46	F9619	LA CITY	LANI - SANTA MONICA BOULEVARD IMPROVEMENT PROJECT	PC25	2021	1,146	302	844	20	3	2/28/2025
47	F9621	LA CITY	MELROSE AVENUE -FAIRFAX AVENUE TO HIGHLAND AVENUE PEDESTRIAN IMPROVEMENTS	PC25	2021	2,961	1,360	1,601	20	3	2/28/2025
48	F9623	LA CITY	AVENUE TO COMMONWEALTH AVENUE PEDESTRIAN IMPROVEMENTS	PC25	2020 2021	2,772	297	2,475	20	3	2/28/2025
49	F9803	LA CITY	BUILDING CONNECTIVITY WITH BICYCLE FRIENDLY BUSINESS DISTRICTS	LTF	2017 2018 2019	823	-	823	12	1	2/29/2024
50	F1310	LA COUNTY	INFORMATION EXCHANGE NETWORK PHASE II	PC25	2019 2020 2021	2,709	1,658	1,051	20	3	2/28/2025
51	F1312	LA COUNTY	GATEWAY CITIES FORUM TRAFFIC SIGNAL CORRIDORS, PHASE V	PC25	2021	13,399	11,164	2,235	20	3	2/28/2025
52	F1321	LA COUNTY	SAN GABRIEL VALLEY FORUM TRAFFIC SIGNAL CORRIDORS PROJECT	PC25	2021	14,929	13,118	1,811	20	3	2/28/2025
53	F3308	LA COUNTY	SAN GABRIEL VALLEY FORUM TRAFFIC SIGNAL CORRIDORS PROJECT	PC25	2020 2021	19,849	6,155	13,694	20	1	2/28/2025
54	F3309	LA COUNTY	GATEWAY CITIES FORUM TRAFFIC SIGNAL CORRIDORS PROJ, PHASE VI	PC25	2019 2020 2021	13,419	4,422	8,997	20	1	2/28/2025

**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**  
**2022-23 CALL FOR PROJECTS EXTENSION LIST**  
**AS OF JUNE 30, 2023**  
**(\$000')**

PROJ #	AGENCY	PROJECT TITLE	FUNDING SOURCE	LAPSING FUND YR(S)	TOTAL PROG \$	TOTAL \$ EXP/ OBLIG	AMT SUBJECT TO LAPSE	RECOM EXT MONTHS	REASON FOR EXT 1, 2 OR 3	NEW REVISED LAPSE DATE	
55	F3310	LA COUNTY	SOUTH BAY FORUM TRAFFIC SIGNAL CORRIDORS PROJECT	PC25	2019 2020 2021	10,383	3,414	6,969	20	1	2/28/2025
56	F5111	LA COUNTY	COLIMA ROAD - CITY OF WHITTIER LIMITS TO FULLERTON ROAD	PC25	2020 2021	4,423	-	4,423	20	1	2/28/2025
57	F7305	LA COUNTY	GATEWAY CITIES FORUM TRAFFIC SIGNAL CORRIDORS PROJECT, PHASE	PC25	2020 2021	3,238	185	3,053	20	1	2/28/2025
58	F7306	LA COUNTY	FOOTHILL BOULEVARD TRAFFIC SIGNAL CORRIDOR PROJECT	PC25	2019 2020 2021	2,928	221	2,707	20	1	2/28/2025
59	F7307	LA COUNTY	SAN GABRIEL VALLEY FORUM TRAFFIC SIGNAL CORRIDOR PROJECT	PC25	2019 2020 2021	3,624	285	3,339	20	1	2/28/2025
60	F7308	LA COUNTY	EAST LOS ANGELES TRAFFIC SIGNAL CORRIDOR PROJECT.	PC25	2019 2020 2021	2,744	211	2,533	20	1	2/28/2025
61	F7310	LA COUNTY	ITS: IMPROVEMENTS ON SOUTH BAY ARTERIALS (MR312.52 FOR MATCH)	PC25	2020 2021	3,062	199	2,863	20	1	2/28/2025
62	F7412	LA COUNTY	LOS ANGELES COUNTY/USC MEDICAL CENTER TRANSIT VEHICLE	CMAQ	2016	282	233	49	12	2	6/30/2024
63	F7806	LA COUNTY	VERMONT AVENUE STREETSCAPE IMPROVEMENT PROJECT	LTF	2017 2018 2019	765	-	765	12	3	2/29/2024
64	F9116	LA COUNTY	MICHILLINDA AVENUE INTERSECTION IMPROVEMENT PROJECT	PC25	2018 2021	907	-	907	20	1	2/28/2025
65	F9131	LANCASTER	MEDICAL MAIN STREET	PC25	2019 2021	5,263	881	4,382	20	3	2/28/2025
66	F7314	LONG BEACH	SANTA FE AVENUE SYNCHRONIZATION ENHANCEMENT PROJECT	PC25	2018	1,920	1,381	539	12	3	2/29/2024
67	F7316/ F9130	LONG BEACH	ARTESIA "GREAT" STREET PROJECT (CFP F7316/F9130 + MR312.70/MR315.70 + MM5509.09)	PC25	2020 2021	6,527	-	6,527	20	1	2/28/2025
68	8211	MONROVIA	HUNTINGTON DRIVE PHASE II PROJECT (OLD TOWN PEDESTRIAN IMPROVEMENTS)	RSTP	2017	1,242	-	1,242	12	1	6/30/2024
69	F7304	PALMDALE	NORTH COUNTY ITS - PALMDALE EXTENSION	CMAQ	2017 2018 2019	3,000	-	3,000	12	1	6/30/2024
70	F3302	PASADENA	INTELLIGENT TRANSPORTATION SYSTEM (ITS) PHASE III	PC25	2015	4,235	4,058	177	12	3	2/29/2024
71	F3522/ E1722	PASADENA	CORDOVA STREET ROAD DIET PROJECT	PC25	2020	350	-	350	12	3	6/30/2024
72	F7317	PASADENA	PASADENA AREA RAPID TRANSIT SYSTEM - TRANSIT SIGNAL PRIORITY	PC25	2019	1,158	244	914	12	3	2/29/2024

**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  
 2022-23 CALL FOR PROJECTS EXTENSION LIST  
 AS OF JUNE 30, 2023  
 (\$000')**

PROJ #	AGENCY	PROJECT TITLE	FUNDING SOURCE	LAPSING FUND YR(S)	TOTAL PROG \$	TOTAL \$ EXP/OBLIG	AMT SUBJECT TO LAPSE	RECOM EXT MONTHS	REASON FOR EXT 1, 2 OR 3	NEW REVISED LAPSE DATE	
73	F7318	PASADENA	ADAPTIVE TRAFFIC CONTROL NETWORK - PHASE II	PC25	2019	1,658	763	895	12	3	2/29/2024
74	F9613	PASADENA	LAKE AVENUE GOLD LINE STATION PEDESTRIAN ACCESS IMPROVEMENTS	PC25	2021	2,309	398	1,911	20	1	2/28/2025
75	F7204/ F9203	PORT OF LONG BEACH	PIER B STREET FREIGHT CORRIDOR RECONSTRUCTION	RSTP CMAQ	2018 2019 2020	16,309	-	16,309	12	1	6/30/2024
76	F3502	REDONDO BEACH	REDONDO BEACH BICYCLE TRANSPORTATION PLAN IMPLEMENTATION	CMAQ	2016	1,559	-	1,559	12	1	6/30/2024
77	F5301	REDONDO BEACH	GRANT AVENUE SIGNAL IMPROVEMENTS	PC25	2017	1,222	-	1,222	12	3	2/29/2024
78	F1804	SAN GABRIEL	LAS TUNAS DRIVE STREETScape ENHANCEMENT PROJECT	CMAQ	2019	641	-	641	12	3	6/30/2024
79	F7301	SANTA CLARITA	ITS PHASE VI	PC25	2018 2019	1,944	1,926	18	12	3	2/29/2024
80	F9306	SANTA CLARITA	ITS PHASE VII	PC25	2018	2,123	2,034	89	12	3	2/29/2024
81	F9533	SANTA MONICA	BEACH BIKE PATH RAMP CONNECTION TO SANTA MONICA PIER	CMAQ	2021	1,050	138	912	20	1	2/28/2025
82	F5516	SOUTH EL MONTE	CIVIC CENTER AND INTERJURISDICTIONAL BICYCLE LANES (+ MM4703.09)	CMAQ	2016	485	-	485	12	1	6/30/2024
83	F3124	SOUTH GATE	FIRESTONE BOULEVARD CAPACITY IMPROVEMENTS	PC25	2015	9,424	8,399	1,025	12	3	2/29/2024
84	F7309	SOUTH GATE	TWEEDY BOULEVARD AND SIGNAL SYNCHRONIZATION PROJECT	PC25	2018 2019	1,317	177	1,140	12	3	2/29/2024
85	F5308	SOUTH PASADENA	SOUTH PASADENA'S ATMS, CENTRAL TCS AND FOIC FOR FAIR OAKS AV	PC25	2017	464	91	373	12	3	2/29/2024
86	F9400	TORRANCE TRANSIT SYSTEM	TORRANCE TRANSIT SYSTEM - FLEET MODERNIZATION FINAL PHASE	CMAQ	2020 2021	1,903	-	1,903	20	1	2/28/2025
87	F9601	WEST HOLLYWOOD	WEST HOLLYWOOD - MELROSE AVENUE COMPLETE STREET PROJECT	PC25	2019	3,142	2,513	629	12	3	2/29/2024





LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
 2022-23 CALL FOR PROJECTS REPROGRAMMING  
 (\$000')

*Reprogrammed Years are listed in Bold and Italic*

	PROJ	AGENCY	PROJECT TITLE	DOLLARS PROGRAMMED AND FISCAL YEARS					FUND SOURCE	
				2019-20 & Prior	2020-21	2021-22	2022-23	2023-24		TOTAL
1	F1609	LA CITY	MAIN STREET BUS STOP AND PEDESTRIAN IMPROVEMENTS	528					528	CMAQ
								<b>528</b>	<b>528</b>	
2	F3630	LA CITY	MAIN STREET PEDESTRIAN ENHANCEMENTS	662					662	CMAQ
								<b>662</b>	<b>662</b>	
3	F9805	LA CITY	VENICE - LA EXPRESS PARK	713	132				845	PC25
								<b>845</b>	<b>845</b>	
4	F9806	LA CITY	EXPOSITION PARK - LA EXPRESS PARK	784	132				916	PC25
								<b>916</b>	<b>916</b>	
5	F3136	LA COUNTY	THE OLD ROAD FROM MAGIC MOUNTAIN PARKWAY TO TURNBERRY LANE		15,001				15,001	PC25
								<b>15,001</b>	<b>15,001</b>	
6	F7115	LA COUNTY	THE OLD ROAD-LAKE HUGHES RD TO HILLCREST PKWY PHASE I	2,746	1,261	1,592			5,599	PC25
								<b>5,599</b>	<b>5,599</b>	
7	F9122	PICO RIVERA	TELEGRAPH ROAD BRIDGE REPLACEMENT	2,299					2,299	PC25
								<b>2,299</b>	<b>2,299</b>	
8	F1168	SANTA CLARITA	VIA PRINCESSA EXTENSION-GOLDEN VALLEY ROAD TO RAINBOW GLEN		11,577				11,577	PC25
								<b>11,577</b>	<b>11,577</b>	



LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
 2022-23 CALL FOR PROJECTS REPROGRAMMING  
 (\$000')

*Reprogrammed Years are listed in Bold and Italic*

	PROJ	AGENCY	PROJECT TITLE	DOLLARS PROGRAMMED AND FISCAL YEARS					TOTAL	FUND SOURCE
				2019-20 & Prior	2020-21	2021-22	2022-23	2023-24		
9	F9513	SANTA CLARITA	RAILROAD AVENUE CLASS I BIKE PATH	2,265					\$ 2,265	PC25
								<b>2,265</b>	<b>2,265</b>	
ORIGINAL PROGRAMMED AMOUNT				\$ 9,997	\$ 28,103	\$ 1,592	\$ -	\$ -	\$ 39,692	
<b>REPROGRAMMED AMOUNT</b>				<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 39,692</b>	<b>\$ 39,692</b>	
DELTA				9,997	28,103	1,592	-	(39,692)	-	

## Background/Discussion of Each Recommendation

### A. Recertify

The \$78.96 million in existing FY 2023-24 Board approved commitments and programmed through previous Countywide Call processes are shown in Attachment A. The action is required to ensure that funding continues in FY 2023-24 for those ongoing projects for which Metro previously committed funding.

### B. Deobligate

Attachment B shows the \$2.36 million of previously approved Countywide Calls funding that is being recommended for deobligation. This represents canceled projects requested by the project sponsors.

### C. Reallocate

1. The City of Los Angeles requested to cancel the Call grant originally programmed for Century City Urban Design and Pedestrian Connection Plan (Call #F1612) and reallocate \$1,308,200 (with the City's local match commitment of \$327,050) to the City of Los Angeles Exposition West Bikeway – Northvale Project (Call #F3514) to fulfill the funding gap.

The City of Los Angeles is concurrently working on deobligating the unspent balance of \$286,122 in Call - CMAQ funds, previously obligated with Caltrans. If that is successful, the City requested to reallocate this amount (with the City's local match commitment of \$71,530) to the same Project (Call #F3514).

2. The City of Los Angeles requested to cancel the following two Call grants originally programmed to:
  - 1) Alameda Street Downtown LA: Goods Movement, Phase I (Call #FF5207); and
  - 2) Alameda Street Widening: North Olympic Boulevard to I-10 Freeway (Call #F9207)

And reallocate a total of \$13,391,668 canceled funds to fund the City of Los Angeles:

- 1) Boyle Heights Chavez Avenue Streetscape Pedestrian Improvements (Call #F3643), in the amount of \$8,000,000 (with the City's local match commitment of \$2,000,000) to fulfill the funding gap; and
- 2) Soto Street Complete Streets (Call #F7109), in the amount of \$5,391,668 (with City's local match commitment of \$3,765,186) to fulfill the funding gap.

### C. Authorize

Projects receiving their first year of funding are required to execute Funding Agreements or Letter of Agreements with Metro. Projects receiving time extensions are required to execute Amendments with Metro. This recommendation will authorize the CEO or their 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.

**D. Approve Project Scope Change**

1. The City of Lancaster – Medical Main Street (Call #F9131) was programmed through the 2015 Call. As approved, the project includes new roadways, intersection improvements, roundabouts, bicycle lanes and other amenities, pedestrian amenities, a jogging path, 3R improvements, complete street features, and transit access amenities to enhance access to existing and planned medical facilities bounded by 12th Street West on the east, Avenue J on the north, 20th Street West on the west, and SR-14 and Avenue J-8 on the south. The City is requesting to revise the scope of work by relocating and renaming multiple street segments, making minor adjustments to other proposed street segments, and changing the number of proposed roundabouts to four locations. After the execution of the project Funding Agreement, changes were proposed to the design concept of the planned medical facilities, including the proposed hospital location. The revised development concept requires a re-alignment of proposed roads and associated Call scope elements. The staff has evaluated the proposed change in scope and found that it is consistent with the intent of the original scope of work. Metro will maintain its funding commitment of \$5,262,742, and the City will maintain its local match commitment of \$7,667,828 (59%). In addition, the City is committed to covering any future project cost overruns, if occur.
  
2. The County of Los Angeles – South Whittier Community Bikeway Access Improvements (Call #9511) was programmed through the 2015 Call. As approved, the project calls for 3.1 miles of Class II bike lanes and 1.8 miles of Class III bike boulevards to build out Los Angeles County's Master Bicycle Plan bicycle network with connections to Norwalk/Santa Fe Metrolink Station. After securing funding from other sources, the County is requesting to revise the scope of work by increasing the mileage to 5.7 miles of Class II bike lanes and 3.8 miles of Class III bike boulevards, a net increase of 4.6 miles. The increase in mileage is the result of adding bike lanes along both sides of Leffingwell Road. The staff has evaluated the proposed change in scope and found that it is consistent with the intent of the original scope of work. Metro will maintain its funding commitment of \$3,191,000, and the County will maintain its local match commitment of \$800,000 (20%). In addition, the County is committed to covering any future project cost overruns, if occur.

**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 the 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 upon; and

- 3) The project is contractually obligated, however, a time extension is needed to complete construction that is already underway (capital projects only).

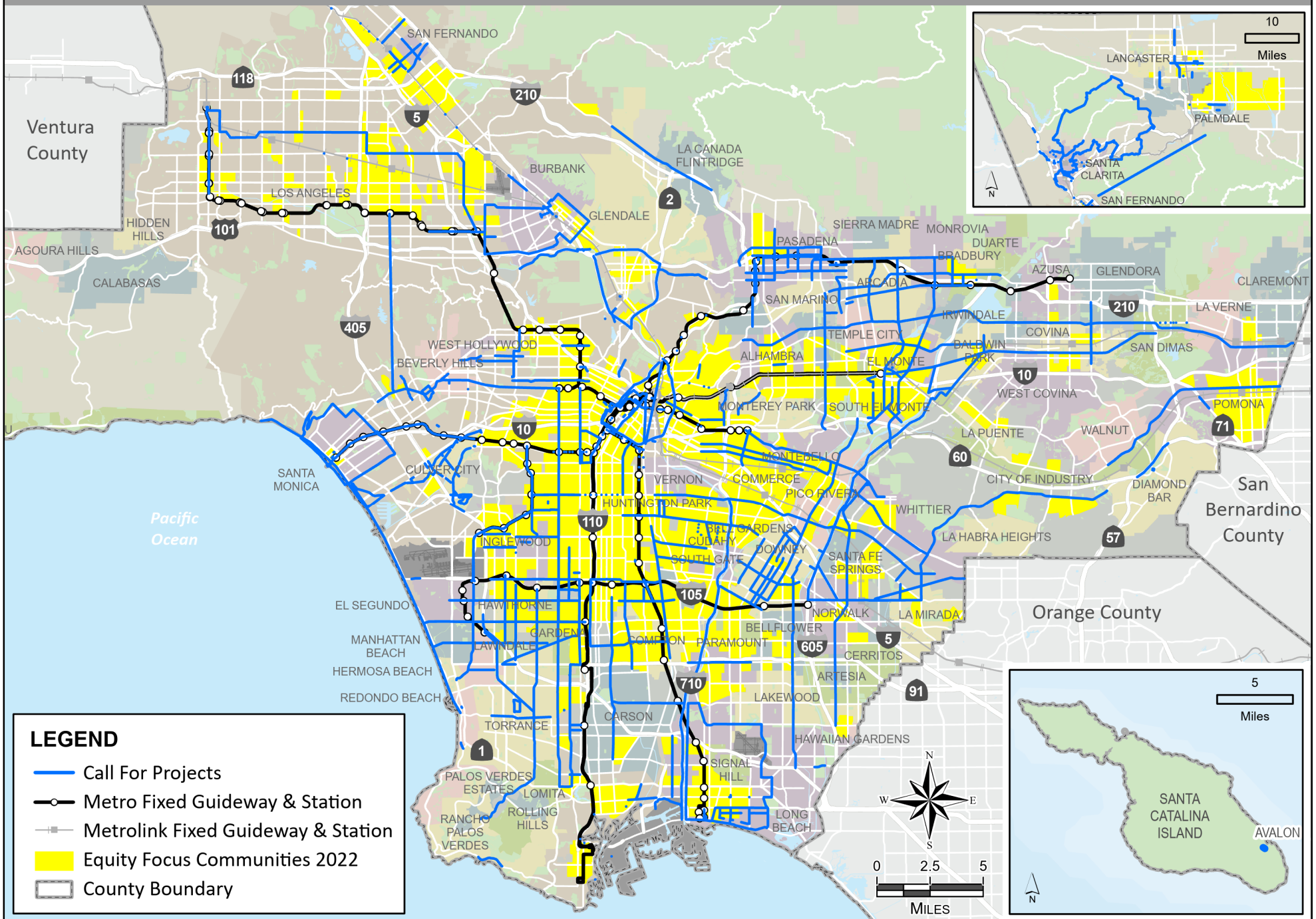
Based on the above criteria, extensions for the 87 projects shown in Attachment C are being granted.

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, the Board delegated authority to reprogram currently programmed Call funds to a later year. Reprograms for the nine projects shown in Attachment D are being granted.



June 2023 Metro Technical Advisory Committee (TAC) Appeals  
 Sorted by Agency  
 (\$000')

	PROJ #	AGENCY	PROJECT TITLE	FUND SOURCE	PROG YR(S)	TOTAL METRO PROG \$	LAPSING FUND YR(S)	PROG \$ SUBJECT TO LAPSE	TOTAL YRS EXT	REASON FOR APPEAL	TAC RECOMMENDATIONS	METRO RESPONSE
1	F7118	DOWNEY	FLORENCE AVE. BRIDGE OVER SAN GABRIEL RIVER	CMAQ	2016 2017	\$ 1,917	2016 2017	\$ 1,917	4	Did not meet Lapsing Policy	One-year extension to June 30, 2024.	Concur with TAC recommendation.
2	F7205	LA CITY	ALAMEDA ST. WIDENING FROM ANAHEIM ST. TO 300 FT SOUTH OF PCH	RSTP	2017 2018	\$ 5,874	2017 2018	\$ 4,860	4	Status Update per June 2022 TAC Appeal	Received and filed	Received and filed



**LEGEND**

- Call For Projects
- ○ Metro Fixed Guideway & Station
- □ Metrolink Fixed Guideway & Station
- Equity Focus Communities 2022
- County Boundary



**Board Report**

**File #:** 2023-0441, **File Type:** Program

**Agenda Number:** 15.

**PLANNING AND PROGRAMMING COMMITTEE  
SEPTEMBER 20, 2023**

**SUBJECT: MEASURE M 3% LOCAL CONTRIBUTION GUIDELINES REVISIONS**

**ACTION: APPROVE RECOMMENDATIONS**

**RECOMMENDATION**

ADOPT revised Measure M Guidelines, Section VIII - 3% Local Contribution to Major Transit Projects (Attachment A).

**ISSUE**

In June 2023, the Board directed staff to release the draft revised Measure M Guidelines, Section VIII - 3% Local Contribution to Major Transit Projects (Guidelines) for a 30-day public comment period. As a result of completion of the public comment period, the revised guidelines are ready for adoption by the Board.

**BACKGROUND**

The Measure M Ordinance (Ordinance) requires local jurisdictions to pay three percent (3%) of the total cost of new major rail projects. The Measure M Guidelines adopted by the Board in 2017 guide Metro’s implementation of this requirement. In April 2022, the Board requested that staff make several revisions to the Guidelines for consistency and flexibility. The Board adopted these revisions in February 2023 and directed Metro via Motion 10.1 by Directors Hahn, Dutra, Butts, and Sandoval (Attachment B) to make several additional revisions and clarifications. Staff presented the draft revisions to the Board in June 2023 and has circulated them for public comment.

**DISCUSSION**

**Measure M Guideline Revisions**

The current revisions make a substantive change to allow Metro competitive grant funds (e.g. Metro Active Transport, Transit, and First/Last Mile (MAT)) to be credited toward a jurisdiction’s 3% local contribution. These types of funds were previously ineligible as a local contributions source. The additional flexibility may benefit some jurisdictions that are able to secure competitive funds for in-kind or FLM improvements supporting a major rail project.



---

All other revisions are clarifications of existing practice and were discussed in detail prior to the public comment period . These include: clarifying that a jurisdiction without a contribution obligation may credit qualifying in-kind/FLM investments toward a neighboring jurisdiction's local contribution; clarifying that projects or elements added after 30% design would not impact the current project segment's local contribution; and clarifying that in-kind contributions are allowed even if they were constructed prior to 30% design.

Metro released the draft Guideline revisions for public review on June 23, 2023, and advertised the public comment opportunity via mass email and an article in The Source. Six comment letters were received, five of them addressing the Measure M Guidelines revisions. One letter discussed other matters and Metro addressed them separately. The comments and responses have been summarized in Attachment C. Some comments requested changes to the Guidelines or Metro policy that are not acceptable. A request to eliminate the up-to-15-year sales tax withholding, for example, is inconsistent with the Measure M Ordinance. Others suggested adding discussion on information available elsewhere or on case-specific items not appropriate for a guideline document. None of the comments resulted in changes to the Guidelines, but Metro remains committed to collaborating with jurisdictions to develop feasible approaches to satisfying the local contribution.

### Regionally Significant Project Elements

Directive C in Motion 10.1 requested that staff “evaluate a way to exclude the costs associated with regionally significant project elements - such as a new I-105 C Line station on the C Line (Green) or a Maintenance and Storage Facility (MSF) on the Gold Line Eastside Phase 2 - from the total project's cost's 3% local contribution calculation.” Metro's evaluation found that excluding the costs of these facilities from the 3% contribution cost basis was not financially advisable. However, since part of the cost for these facilities is related to other capital projects or existing rail lines, the full cost should not necessarily be allocated to the corridor project facilitating their construction. Instead, Metro will allocate part of the cost of these facilities to the other projects or rail lines that they serve.

In a recent example, costs for the Southwestern Yard were sub-allocated to various projects and operations based on the proportion of vehicles required for the specific project/operation out of the number of vehicles for which the yard was designed. This resulted in 49% of the cost of the yard being allocated to the Crenshaw/LAX Project (K Line) budget. The remaining costs were allocated to future projects (23%) and existing operations (13%), or were unallocated (16%). The Airport Metro Connector Project, for example, assumed 7% of the yard cost and included \$20M in the project budget accordingly. As Metro develops cost estimates for the other projects their share of the Southwestern Yard cost should also be included in the corridor life of project budget. Consistent with past practice, Metro may reevaluate the cost allocations as relevant project scopes are refined.

For the MSF on the future E Line Eastside Extension Phase II Project, Metro will determine the number of vehicles needed for the initial operable segment and will allocate part of the MSF cost to the project based on the proportion of vehicles required out of the number of vehicles for which the yard is designed. The remainder of the cost will be allocated to future projects, such as the Eastside Extension to Whittier, or existing operations. Metro will present these cost allocations for Board consideration when the facility design process reaches 30% completion.

---

For the I-105 C Line infill station, Metro will estimate the cost of accommodating and constructing the new station on the existing C Line. This could include, as needed, utility relocations, temporary trackwork, platforms, special track, station access, etc. The share of these costs benefiting other rail lines would be identified and the 3% contribution for the jurisdictions along the West Santa Ana Branch Corridor would be reduced accordingly. At this time no funding for the infill station as a separate project has been identified.

This approach is intended to accurately calculate the share that local jurisdictions should contribute toward major rail projects by excluding elements that can be attributed to other parts of the Metro system. It focuses on Metro project elements and would not include jurisdiction-led improvements that may receive in-kind credit toward a 3% contribution. Such improvements would still be included in the total project cost at 30% design, which is the basis for the 3% contribution.

### **DETERMINATION OF SAFETY IMPACT**

The proposed approval will not have any adverse safety impacts on employees or patrons.

### **FINANCIAL IMPACT**

Approving the recommendations will have no impact on the FY 2023-24 Budget. However, the additional flexibility the revised Guidelines offer may increase the funding gap for rail capital projects.

### **EQUITY PLATFORM**

The substantive changes resulting from this action include expanding eligible funding sources to include Metro competitive grant funds. This will provide additional flexibility to jurisdictions owing a 3% contribution, including those within Equity Focus Communities (EFCs), which is intended to support jurisdictions with fewer financial resources. The remainder of the revisions to the Guidelines clarify existing practices and enhance consistency of current policy with the Measure M Ordinance, and therefore have no impact on equity opportunities. The 3% local contribution is one of the financial resources supporting Metro's major rail transit projects program in the Measure M Expenditure Plan.

These projects will benefit communities by adding new high-quality reliable transit services, many of which will increase mobility, connectivity, and access to opportunities for historically underserved and transit-dependent communities. Metro will continue to conduct outreach and provide technical assistance on the 3% contribution requirement to affected jurisdictions, including assisting with identifying viable financing strategies.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommendation supports the following strategic plan goals identified in Vision 2028: Goal 1: Provide high-quality mobility options that enable people to spend less time traveling, Goal 3: Enhance communities and lives through mobility and access to opportunity and Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization.

### **ALTERNATIVES CONSIDERED**

The Board could elect not to adopt the final revised Guidelines. This is not recommended as the proposed revisions resulted from Board direction and will ensure consistency between Metro's published guidance and the Measure M Ordinance.

### **NEXT STEPS**

The final revised Guidelines will be posted on the Metro website, and Metro staff will continue working closely with cities and the county to implement the 3% contribution requirement, including focused outreach to present the Guideline revisions.

### **ATTACHMENTS**

Attachment A - Measure M 3% Local Contribution Guidelines Final Revisions

Attachment B - Motion 10.1

Attachment C - Summary of Public Comments Received


Prepared by: Adam Stephenson, Deputy Executive Officer, Countywide Planning & Development,  
(213) 547-4322

Fanny Pan, Executive Officer, Countywide Planning & Development, (213) 418-3433

Laurie Lombardi, Senior Executive Officer, Countywide Planning & Development, (213)  
418-3251

Ray Sosa, Deputy Chief Planning Officer, (213) 547-4274

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



Stephanie N. Wiggins  
Chief Executive Officer

**REVISED MEASURE M GUIDELINES, SECTION VIII. 3% LOCAL CONTRIBUTION TO MAJOR TRANSIT PROJECTS**

*The following shall replace Section VIII. in its entirety.*

**INTRODUCTION**

The Measure M Ordinance includes a provision for 3% local contribution to major rail transit capital projects. The rationale for the contribution is that local communities with a rail station receive a direct benefit due to the increased access to high-quality transit service that is above and beyond the project's benefit to the County as a whole. Countywide, the 3% local funding contribution represents more than \$1 billion in funding to support the project delivery identified in the Expenditure Plan. The 3% local funding contribution is a critical element of a full funding plan for these rail transit projects. These Guidelines provide multiple opportunities for jurisdictions to contribute non-monetary assets such as in-kind improvements constructed by the jurisdiction or in some cases a neighboring jurisdiction. While this flexibility reduces the financial burden on the jurisdiction, it also increases the funding gap for the overall project, with cost and schedule impact to Metro.

The Ordinance includes provisions that allow development of a mutual agreement between a jurisdiction and Metro, and a default payment mechanism if such an agreement cannot be reached. The agreements shall be in accordance with these guidelines.

**PROGRAM METHODOLOGY**

The Ordinance calculates the local contribution based upon the percent of project total centerline track miles to be constructed within a local jurisdiction's borders if one or more new stations are to be constructed within that jurisdiction. These guidelines reflect the nexus between mobility benefits provided to a jurisdiction based on the presence of a new station within the jurisdiction. The local contribution will be calculated by distributing 3% of the total project cost, estimated at the conclusion of thirty percent (30%) of final design, to jurisdictions based on centerline track miles per the Ordinance. For projects along a larger transit corridor with more than one operable segment, each operable segment will have its own "total project cost" for purposes of calculating the 3% local contribution for each segment. Jurisdictions will incur a 3% local contribution obligation only for operable segments that include station construction within their borders. Contributions for future segments, future stations on the current segment, other future projects, or project scope identified after 30% design will follow applicable policies to determine any required local contribution for those improvements. Other

arrangements agreed upon by every local jurisdiction in a project corridor with a local contribution obligation are also acceptable, provided that the total of all jurisdictions' contributions equals 3% of the estimated total project cost. A list of jurisdictions that may be affected, subject to changes determined by the environmental process, is included as Appendix A.

An agreement approved by both Metro and the governing body of the jurisdiction shall specify the total project cost as determined at the conclusion of thirty percent (30%) of final design, the amount to be paid by the local jurisdiction, and a schedule of payments. Once approved, the amount to be paid by the local jurisdiction shall not be subject to future cost increases.

#### Eligible Fund Contributions

Eligible fund sources to satisfy 3% local contribution include any funds controlled by the local agency or local agencies (e.g., General Fund, State Gas Tax Subventions, Prop. A, Prop. C and Measure R and Measure M Local Return Funds, Measure M Subregional Program Funds), or any funds awarded from ~~non-Metro~~ competitive grant process funding. Measure M Subregional Program Fund contributions must be accompanied by documented agreement from all jurisdictions that would otherwise be eligible for those sub-regional funds. Contributions, including in-kind and FLM investments, are eligible for credit with Metro approval even if made prior to 30% design.

In-kind contributions eligible to satisfy 3% local contribution include, but are not limited to, project specific right-of-way, waiver of permitting fees, local agency staff time (incurred and forecast) and other subregional investments that support a Metro transit corridor if those costs are specifically included in the project cost and contribution amount by the conclusion of thirty percent (30%) of final design. While the contributing jurisdictions are ultimately responsible for fulfilling the financial obligation per the Measure M Ordinance, they may receive credit for eligible in-kind, FLM, or other contributions made by non-contributing jurisdictions. Metro will not be responsible for implementing any part of interjurisdictional agreements that facilitate such credit.

In-kind contributions consistent with this section will not be considered "betterments" for the purposes of these Guidelines and are eligible to satisfy local contribution obligations in lieu of Metro withholding up to 15 years of Measure M Local Return.

#### Betterments

Betterments are defined consistent with existing policy adopted by the Metro Board on Supplemental Modifications to Transit Projects (October 2013). A “betterment” is defined “as an upgrade of an existing city or utility’s facility or the property of a Third Party, be it a public or private entity, that will upgrade the service capacity, capability, appearance, efficiency or function of such a facility or property of a third party.” Once the 30% design project scope and cost have been determined as the basis of the 3% contribution calculation, subsequent betterments cannot be included in that calculation, nor counted toward a jurisdiction’s eligible contribution. However, they may be included in the project scope if carried at the jurisdiction’s expense.

#### Active Transportation and First/Last Mile Investments

These guidelines reflect provisions adopted by the Board that allow and incentivize local jurisdictions, through an agreement with Metro, to meet all or a portion of their 3% local contribution obligation through first/last mile (FLM) investments. All local FLM improvements must be consistent with station area plans that will be developed and adopted by Metro in coordination with the affected jurisdiction(s). The criteria for local FLM investments for FLM contributions are described in full in the First/Last Mile Guidelines adopted by the Metro Board of Directors on May 27, 2021 (File #2020-0365), specifically to carry out integration of FLM within transit capital projects.

FLM improvements consistent with this section will not be considered “betterments” for the purposes of these Guidelines and are eligible to satisfy local contribution obligations in lieu of Metro withholding up to 15 years of Measure M Local Return.

#### Local Contribution Limits

The 3% local contribution will only be calculated against the overall project scope and cost determined at the conclusion of thirty percent (30%) of final design and will not include costs for FLM improvements delivered by entities other than Metro. Local agencies cannot count other transportation investments that are not included in the project scope and cost estimate after the conclusion of thirty percent (30%) of final design. Metro staff will provide written notice to the affected jurisdiction(s) and a report to the Metro Board after the completion of thirty percent (30%) of final design.

Contributions for calculations assigned to the County of Los Angeles are to be determined by the County.

#### Opt-Out Option

Metro will withhold up to 15 years of Measure M Local Return Funds from local agencies that fail to reach a timely agreement with Metro on their 3% contribution prior to the award of any contract authorizing construction of the project within the borders of that jurisdiction. Local return funds from Proposition A, Proposition C, and Measure R are not subject to withholding. In some cases, principally in smaller cities, the default withholding of 15 years of local return from Measure M Local Return Funds will be less than a full 3% contribution. In these cases, Metro may accept either amount as the 3% contribution, and may execute a corresponding agreement with the jurisdiction. The cities that fulfill the 3% contribution requirement through the Local Return withholding mechanism, including offsets for approved FLM improvements and in-kind contributions, will suffer no further financial impact.

#### AUDIT REQUIREMENTS

Use of Measure M funds will be subject to audit and oversight, and all other applicable state and local laws.

#### REPORTING REQUIREMENTS

Metro will provide annual reports to the Measure M Independent Taxpayer Oversight Committee describing how uses of the Measure M Funds are contributing to accomplishing the program objectives.

#### REVISIONS TO PROGRAM GUIDELINES

These program guidelines may be revised by the Metro Board of Directors.

## Metro



## Board Report

File #: 2023-0104, File Type: Motion / Motion Response

Agenda Number: 10.1.

**EXECUTIVE MANAGEMENT COMMITTEE  
FEBRUARY 16, 2023**

**Motion by:**

**DIRECTORS HAHN, DUTRA, BUTTS, AND SANDOVAL**

Related to Item 10: Measure M 3% Local Contribution Guidelines Revisions

In response to Metro Board direction (File No 2022-0258), Metro staff have undertaken substantial revisions to the Measure M guidelines, specific to the 3% Local Contribution requirement for transit capital projects. Staff's proposed guidelines (File No. 2022-0828) incorporate requests from jurisdictions to increase flexibility, provide more opportunities for in-kind contributions, and further incentivize the first-/last-mile investments that will make these major transit investments in our region more successful.

While the revisions represent a welcome change to those originally drafted and approved in 2017, there are still some clarifications that should be offered in order to fully address concerns from jurisdictions that welcome the future transit capital investments and want to ensure they are fully engaged and able to participate.

**SUBJECT: MEASURE M 3% LOCAL CONTRIBUTION GUIDELINES REVISIONS MOTION**

**RECOMMENDATION**

APPROVE Motion by Directors Hahn, Dutra, Butts, and Sandoval that the Board direct the Chief Executive Officer to make the following revisions to the proposed Local Contribution guidelines:

- A. Add language to allow cost-sharing, so that jurisdictions who have qualifying first-/last-mile or in-kind improvements, but do not have a 3% local contribution requirement, can credit those investments they make toward neighboring jurisdictions' 3% local contribution obligations;
- B. Provide jurisdictions with maximum flexibility in all sources of funding for first-/last-mile investments by striking the words "non-Metro" from the first sentence in the "Eligible Funds" section, so that Metro competitive grants may also be an eligible fund source to make qualifying investments, which would be consistent with grant-making policy such as Federal and State funds where local match must come from sources other than those Federal and State funds;
- C. Evaluate a way to exclude the costs associated with regionally significant project elements -



---

**File #:** 2023-0104, **File Type:** Motion / Motion Response

**Agenda Number:** 10.1.

---

such as a new I-105 C Line station on the C Line (Green) or a maintenance and storage facility on the Gold Line Eastside Phase 2 - from the total project's cost's 3% local contribution calculation;

- D. Clarify the local contribution obligation responsibility for any future station, such as a Rio Hondo Confluence Station, that is not part of a project's 30% design but may be added at a later date, to ensure that any 3% obligation for any such station will be borne solely by the jurisdiction (s) in which it is located;
- E. Confirm that qualifying first-/last-mile investments and in-kind contributions shall be considered eligible to credit toward a jurisdiction's 3% local contribution obligation, even if implemented prior to 30% design; and,
- F. Report back to the Board in no more than 120 days on the above requests, including a fact sheet for affected cities.

## Summary Table of Public Comments Received

The table below summarizes and responds to the substantive comments submitted during the public comment period (6/23/23 – 7/24/23) for the Measure M 3% Guideline Revisions.

COMMENT	COMMENTS	RESPONSE	EDITS
<b>General</b>			
We are pleased that the revised local contribution guidelines for future rail projects provides requested clarifications on existing 3% contribution tools to meet our needs, along with new ways for local entities to provide their 3% local contribution.	West Santa Ana Branch City Managers Technical Advisory Committee	Thank you for your comment.	N
The City is pleased to see that the Metro Board of Directors adopted many of the recommendations proposed in October 2022 by the West Santa Ana Branch City Manager Technical Advisory Committee of the Gateway Cities Council of Governments.	City of Artesia	Thank you for your comment.	N
However, it is distressing to see that the revision where Metro can withhold 15 years of Measure M funds if a city fails to reach a timely agreement on the 3% local contribution with Metro remains. ... Measure M funds provide vital financial support to the City's General Fund, especially since it collects minimal property taxes and heavily depends on sales tax revenue.	City of Artesia	The up-to-15-year withholding requirement is included in the Measure M Ordinance and cannot be changed with a revision to the Guidelines. Metro recognizes the importance of local sales tax revenue for cities and is committed to working with jurisdictions to ensure transparency and a workable plan for satisfying the local contribution.	N

COMMENT	COMMENTS	RESPONSE	EDITS
<p>None of the previous transit line projects of similar scale were local cities required to pay a share of the construction costs. While the City understands the funding model has changed with the passage of Measure M, as the last region to receive a large-scale transportation project, it furthers the unequitable distribution of transportation to the region by burdening the WSAB corridor cities with the local 3% match. We respectfully request that cities along the line work with Metro to conduct the required first/last mile improvements near and around the station, and that any funding gaps be requested as part of the federal project funding submission.</p>	<p>City of Artesia</p>	<p>Jurisdictions were required to make local contributions for previous major rail projects. Metro will continue to work with jurisdictions to identify possible funding sources, including first-last mile improvements. However, for Federal grants Metro will need to demonstrate local financial commitment as a prerequisite to receiving Federal funding support. The 3% local contribution is a key component of that local financing.</p>	<p>N</p>
<b>Calculation and Distribution</b>			
<p>The 3% calculation for the local contribution should not include the segments where another jurisdiction has opted to not have a station constructed in their city boundary.</p>	<p>City of Torrance</p>	<p>Per the Ordinance, the local contribution is determined by the percentage of track miles within a jurisdiction's borders for jurisdictions where station construction occurs. Where a jurisdiction has track mileage but no station, that mileage would be extracted from the length of the project prior to determining the percentages for the jurisdictions containing station construction. Per the Ordinance the percentage will be applied to the total project cost at 30% design.</p>	<p>N</p>
<p>No jurisdiction should be required to pay for more than their share of 3% contribution based on centerline track miles within their own jurisdiction.</p>	<p>City of Torrance</p>	<p>Per the Ordinance, jurisdictions with station construction will share the local contribution according to the percentage of track mileage within their borders.</p>	<p>N</p>

COMMENT	COMMENTS	RESPONSE	EDITS
<b>Funding Sources</b>			
The guidelines should recognize in some in-kind capacity the dollar value of the air rights that we would be relinquishing when Metro builds the maintenance yard(s). If they are unwilling to consider this as an “in-kind” contribution towards the 3%, perhaps we can negotiate the air rights into an adjacent development opportunity and use the transaction to pay down the 3% contribution. In either scenario, I hope Metro can recognize the developmental impact of the maintenance facilities	City of Montebello	Metro will work with jurisdictions to evaluate in-kind contributions on a case-by-case basis as the transit project design progresses. Generally, however, credit toward a jurisdiction’s 3% contribution will be given for items that add value, and/or offsets costs, for the Metro project.	N
The City of Torrance also requests consideration for the inclusion of newly constructed transit centers (built by the local jurisdiction) and their amenities to qualify as part of the required three-percent (3%) local contribution for new rail lines and major transit projects.	City of Torrance	Locally led improvements may receive credit if they are included in the project scope and cost by 30% design or are qualifying FLM projects.	N
<b>Timeline/Process</b>			
There is no mention of a proposed time frame as to when a local jurisdiction must start the 3% contribution payment and the length of time the local jurisdiction has to pay off it’s 3% contribution. With no such time frame provided in these proposed guidelines, will each local jurisdiction be subjected to negotiating an individual payback schedule with Metro?	City of Bellflower	These procedural elements remain unchanged and are included in Metro’s publicly available Measure M Administrative Procedures. Payment of the local contribution should begin at the start of construction and end when construction is halfway complete. Metro will work with jurisdictions individually to develop a payment plan that works for both parties.	N



# Measure M 3% Local Contribution Guidelines Revisions

Planning and Programming Committee  
September 20, 2023



Metro

# Measure M Guidelines Revisions

## Current Revisions

- Clarify existing policy and expand eligible fund sources.
- Released for public review and comment from June 23, 2023 to July 24, 2023
- Five comment letters received by the deadline.
  - Main themes: financial burden; listing specific in-kind contribution; policy requests that are inconsistent with the Measure M Ordinance
- Responses in summary table (Attachment C)

# Measure M Guidelines

## Revisions

### Regionally Significant Project Elements

- (Past) Southwestern Yard:
  - 49% allocated to Crenshaw/LAX Line project budget
  - Remaining allocated to other projects or operations based on vehicle need
  - E.g. 7% to Airport Metro Connector
- (Future) E Line Eastside Extension MSF costs to be allocated according to the vehicles needed for the current project segment
- (Future) I-105 C Line infill station costs to be allocated between WSAB and existing operations or other capital project; methodology TBD

# Measure M Guidelines Revisions

## Next Steps

- Publish final Guidelines revisions
- Outreach and workshops with project corridor cities





**Board Report**

**File #:** 2023-0440, **File Type:** Program

**Agenda Number:** 16.

**PLANNING AND PROGRAMMING COMMITTEE  
SEPTEMBER 20, 2023**

**SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM & MEASURE R TRANSIT INVESTMENTS PROGRAM UPDATE - SOUTH BAY SUBREGION**

**ACTION: APPROVE RECOMMENDATIONS**

**RECOMMENDATION**

CONSIDER:

A. APPROVING:

1. Programming of an additional \$20,438,600 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Transportation System and Mobility Improvements Program (Expenditure Line 50), as shown in Attachment A;
2. Programming of an additional \$11,856,223 within the capacity of Measure M MSP - South Bay Highway Operational Improvements Program (Expenditure Line 63), as shown in Attachment B;
3. Inter-program borrowing and programming of an additional \$8,864,097 from Transportation System and Mobility Improvements Program (Expenditure Line 50) to Measure M MSP - Transportation System and Mobility Improvements Program (Expenditure Line 66), as shown in Attachment C;
4. Reprogramming of two previously awarded projects in the Measure R South Bay Transit Investments Program, shown in Attachment D; and

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

**ISSUE**

Measure M MSPs and Measure R South Bay Transit Investments Programs, whose funds are limited to capital uses, are included in the Measure M and/or Measure R Expenditure Plans. The update approves additional eligible projects for funding and allows the South Bay Subregion and implementing agencies to revise scopes of work, schedules, and project budgets.

This update includes changes to projects that previously received Board approvals and funding allocations for new projects. The Board's approval is required, to program additional funds and acknowledge the updated project lists, which will serve as the basis for Metro to enter into funding agreements and/or amendments with the respective implementing agencies.

## **BACKGROUND**

In September 2019, the Metro Board of Directors approved South Bay Subregion's first MSP Five-Year Plan and programmed funds in: 1) Transportation System and Mobility Improvements Program (expenditure line 50); 2) South Bay Highway Operational Improvements (expenditure line 63); and 3) Transportation System and Mobility Improvements Program (expenditure line 66). Since the first Plan, staff provided annual updates to the Board in August 2020, September 2021, and September 2022.

Based on the amount provided in the Measure M Expenditure Plan, a total of \$380.6 million was forecasted for programming for Fiscal Years (FY) 2017-18 to FY 2026-27. In prior actions, the Board approved programming of \$254.4 million. Therefore, \$126.2 million is available to the Subregion for programming as part of this update.

In July 2021, the Metro Board of Directors approved the Measure R Ordinance Amendment that authorized the transfer of up to \$400 million from the Measure R Highway Capital Subfund to eligible Transit Capital projects. The South Bay Transit Investments Program was added to the Measure R Expenditure Plan, and the Measure R Transit Investments Program Guidelines were also approved. In September 2021, the Metro Board of Directors approved the project list and programmed funds for ten projects. In September 2022, staff provided the first annual update on the Program.

## **DISCUSSION**

Metro staff worked closely with the SBCCOG and the implementing agencies on project eligibility reviews for this annual update, including changes to the scope of work requests. To confirm project eligibility, reconfirm funding eligibility for those that request changes to the scope of work, and establish the program nexus during project reviews, Metro requested, among other things, detailed scopes of work, project location information, schedules, total estimated expenses, and links between provided information and funding requests. Staff expects the collection of these project details in advance of Metro Board action to enable the timely execution of project Funding Agreements for approved projects. For those proposed projects with funds programming in FY 2025-26 and beyond, Metro accepted higher-level, relevant project details for the review process. Through an annual process, Metro staff will work with the SBCCOG and the implementing agencies to update and refine project details. Those projects are proposed for conditional approval as part of this action. Final approval of funds for those projects shall be contingent upon the implementing agency demonstrating the eligibility of each project as required in the Measure M Master Guidelines and/or the Measure R Transit Investments Program Guidelines. Additionally, all projects are subject to close-out audit after completion, per the Guidelines.

The changes in this annual update include additional programming in the Transportation System &

---

Mobility Improvement Program (Attachment A), South Bay Highway Operational Improvements Program (Attachment B), Transportation System & Mobility Improvement Program (Attachment C), and Transit Investments Program (Attachment D).

Transportation System and Mobility Improvements Program (Expenditure Line 50)

This update includes funding adjustments to three existing and eight new projects as follows:

*Carson*

- Program \$5,256,700 in FY 24, FY 25, and FY 26 for MM4601.09 - Bike Lane Installation - Carson St., Figueroa St., Main St., Victoria St. The funds will be used for the project's construction phase.
- Program \$5,384,400 in FY 24, FY 25, and FY 26 for MM4601.10 - Bike Lane Installation - 223<sup>rd</sup> St., Avalon Blvd., Central Ave., Del Amo Blvd., University Dr. The funds will be used for the project's construction phase.

*El Segundo*

- Program \$925,000 in FY 24 for MM4601.11 - South Bay Local Travel Network in El Segundo. The funds will be used for the project's Plans, Specifications, and Estimates (PS&E) and construction phases.

*Inglewood*

- Reprogram \$13,120,000 to FY 27 for MM5502.09 - Prairie Ave. Dynamic Lane Control System. The funds will be used for the project's PS&E and construction phases.

*LA County*

- Program \$1,206,000 in FY 24, FY 25, FY 26, and FY 27 for MM4601.12 - Lennox Vision Zero Traffic Enhancements. The funds will be used for the project's Project Approval/Environmental Document (PAED) and PS&E phases.

*Manhattan Beach*

- Program \$500,000 in FY 24 and 25 for MM4601.13 - Highland Ave. Corridor Improvements. The funds will be used for the project's PAED and PS&E phases.

*Redondo Beach*

- Program \$1,500,000 in FY 25, FY 26, and FY 27 for MM4601.14 - Pedestrian Enhancements on Aviation Blvd. The funds will be used for the project's PS&E and construction phases.

- Program \$4,000,000 in FY 25, FY 26, and FY 27 for MM4601.15 - Rivera Village Pedestrian and Multi-modal Enhancements. The funds will be used for the project's PAED and PS&E phases.
- Program \$1,272,700 in FY 25 and FY 26 for MM4601.16 - South Bay Local Travel Network in Redondo Beach. The funds will be used for the project's PS&E and construction phases.

### *SBCCOG*

- Program additional \$393,800 in FY 24 for MM5502.10 - Planning Activities for the South Bay local Travel Network. The funds will be used for the project's planning phase.

### *Torrance*

- Reprogram previously approved \$7,185,000 as follows: \$51,600 in FY 20, \$146,394 in FY 22, \$34,051 in FY 23, \$4,704,200 in FY 24, and \$2,248,755 in FY 25 for MM4601.05 - Torrance Schools Safety and Accessibility Program. The funds will be used for the project's PS&E and construction phases.

### South Bay Highway Operational Improvements Program (Expenditure Line 63)

This update includes funding adjustments to three existing and seven new projects as follows:

### *Gardena*

- Program additional \$5,675,000 and reprogram previously approved as follows: \$104,000 in FY 21, \$516,000 in FY 22, \$2,320,000 in FY 23, \$5,802,000 in FY 24, and \$2,500,000 in FY 25 for MM5507.04 - Redondo Beach Blvd. Arterial Improvements. The funds will be used for the project's PAED, PS&E, and construction phases.

### *Hawthorne*

- Program \$200,000 in FY 24, FY 25, FY 26, and FY 27 for MM5507.16 - Jack Northrop Improvements. The funds will be used for the project's PAED and PS&E phases.
- Program \$200,000 in FY 24, FY 25, FY 26, and FY 27 for MM5507.17 - Van Ness Improvements. The funds will be used for the project's PAED and PS&E phases.
- Program \$160,000 in FY 24, FY 25, FY 26, and FY 27 for MM5507.18 - 135<sup>th</sup> Street Improvements. The funds will be used for the project's PAED and PS&E phases.
- Program \$130,000 in FY 24, FY 25, FY 26, and FY 27 for MM5507.19 - Inglewood Avenue Improvements. The funds will be used for the project's PAED and PS&E phases.

### *Inglewood*

---

- Reprogram previously approved \$1,500,000 to FY 25 for MM5507.05 - Manchester Blvd./Prairie Ave. ITS & Traffic Signal Improvements. The funds will be used for the project's PAED and PS&E phases.

*LA County*

- Program additional \$1,071,223 in FY 24, FY 25, and FY 26 for MM5507.07 - Avalon Blvd. TSSP in the City of Carson. The funds will be used for the project's PAED, PS&E, and construction phases.
- Program \$2,130,000 in FY 24 and FY 25 for MM5507.20 - Advanced Traffic Control Upgrades. The funds will be used for the project's PAED, PS&E, and construction phases.

*Redondo Beach*

- Program \$160,000 in FY 25 and FY 26 for MM5507.21 - Advanced Traffic Signal System on Aviation Blvd. The funds will be used for the project's PS&E phase.
- Program \$2,130,000 in FY 24 and FY 25 for MM5507.22 - Traffic Signal Communications and Network System Phases 2. The funds will be used for the project's PAED and PS&E phases.

Transportation System and Mobility Improvements Program (Expenditure Line 66)

This update includes funding adjustments to nine existing projects and one new project as follows:

*Beach Cities Health District*

- Reduce \$98,903 from \$1,833,877 to \$1,734,974 for MM4602.01 and rename the project to Diamond Street Bike Path Project. The reduction of funds is the result of changes in the project scope of work. The agency made the request and the SBCCOG Board concurred. The funds will be used for the project's PS&E and construction phases.

*Inglewood*

- Reprogram previously approved \$6,500,000 as follows: \$500,000 in FY 22 and \$6,000,000 in FY 24 for MM4602.06 - First/Last Mile Improvements. The funds will be used for the project's PAED, PS&E, and construction phases.
- Reprogram previously approved \$1,000,000 as follows: \$100,000 in FY 25 and \$900,000 in FY 26 for MM5508.10 - Changeable Message Signs. The funds will be used for the project's PAED and PS&E phases.

*LA City*

- Reprogram previously approved \$3,260,625 as follows: \$185,531 in FY 20, \$314,679 in FY 21, \$275,000 in FY 22, \$687,769 in FY 23, and \$1,797,646 in FY 24 for MM4602.04 - Crossing Upgrades and Pedestrian Improvements. The funds will be used for the project's PAED, PS&E, and construction phases.
- Reduce \$250,000 from \$2,500,000 to \$2,250,000 and reprogram all funds to FY 24 for MM5508.02 - ATSAC Communication System Improvement in San Pedro. The City requested to reduce the funds and reallocate to a new project. The SBCCOG Board concurred. The funds will be used for the project's PAED, PS&E, and construction phases.
- Reduce \$250,000 from \$2,000,000 to \$1,750,000 and reprogram all funds to FY 24 for MM5508.03 - ATSAC Communication Network Integration with LA County. The City requested to reduce the funds and reallocate to a new project. The SBCCOG Board concurred. The funds will be used for the project's PAED, PS&E, and construction phases.

#### *LACMTA*

- Program \$500,000 in FY 24 for MM5508.18 - RIITS Network Enhancements. The funds will be used for the project's construction phase.

#### *Manhattan Beach*

- Program additional \$4,963,000 and reprogram previously approved as follows: \$1,100,000 in FY 20, \$2,540,000 in FY 21, \$1,800,000 in FY 22, \$5,310,000 in FY 23, \$3,000,000 in FY 24 and \$3,963,000 in FY 25 for MM5508.04 - Advanced Traffic Signal System. The funds will be used for the project's PS&E and construction phases.

#### *Redondo Beach*

- Program an additional \$500,000 in FY 24 for MM5508.05 - Redondo Beach Transit Center and Park and Ride. The funds will be used for the project's Right-of-Way (ROW) and construction phases.
- Program an additional \$3,000,000 in FY 24 for MM5508.13 - Traffic Signal Communication and Network System. The funds will be used for the project's PAED, PS&E, and construction phases.

#### Measure R Transit Investments Program

This update includes funding adjustments to two existing projects as follows:

#### *Gardena*

- Reprogram previously approved \$12,375,000 as follows: \$8,375,000 in FY 25 and \$4,000,000 in FY 26 for MR524.03 - GTRANS: Purchase of Up To 15 Expansion Buses. The funds will be

used for the project's construction capital phase.

### *Inglewood*

- Reprogram previously approved \$233,700,000 as follows: \$26,575,570 in FY 22, \$76,863,918 in FY 23, and \$130,260,512 in FY 24 for MRINGITC - Inglewood Transit Connector Project. The funds will be used for the project's PAED, PS&E, ROW, and construction phases.

## **DETERMINATION OF SAFETY IMPACT**

Programming of Measure M MSP and Measure R Transit Investments funds to the South Bay Subregion projects will not have any adverse safety impacts on Metro's employees or patrons.

## **FINANCIAL IMPACT**

In FY 2023-24, \$12.9 million is budgeted in Cost Center 0441 (subsidies budget - Planning) for the Active Transportation Program (Project #474401), \$114.7 million is budgeted in Cost Center 0441 (subsidies budget - Planning) for South Bay Transit Investment Program (Project #465524) and \$8.3 million is budgeted in Cost Center 0442 (Highway Subsidies) for the Transportation System Mobility Improvement Program (Project #475502). Upon approval of this action, staff will reallocate necessary funds to appropriate projects within Cost Centers 0441 and 0442. Since these are multi-year projects, Cost Centers 0441 and 0442 will be responsible for budgeting the cost in future years.

### Impact to Budget

The sources of funds for these projects are Measure M Highway Construction 17% and Measure R Transit Capital. These fund sources are not eligible for Metro bus and rail operating and capital expenditures.

## **EQUITY PLATFORM**

The South Bay subregion comprises 15 cities and the adjacent unincorporated area of Los Angeles County. Equity Focus Communities (EFCs) are concentrated in Gardena, Hawthorne, Inglewood, the City of Los Angeles, and the unincorporated County of Los Angeles. Eighteen percent of census tracts are defined as EFC in the Subregion. The jurisdictional requests are proposed by the cities and approved/forwarded by the subregion. In line with the Metro Board adopted guidelines and June 2022 Objectives for Multimodal Highway Investments, cities provide documentation demonstrating community support, project need, and multimodal transportation benefits that enhance safety, support traffic mobility, economic vitality, and enable a safer and well-maintained transportation system. Cities lead and prioritize all proposed transportation improvements, including procurement, the environmental process, outreach, final design, and construction. Each city and/or agency, independently and in coordination with the subregion undertakes their jurisdictionally determined community engagement process specific to the type of transportation improvement they seek to develop. These locally determined and prioritized projects represent the needs of cities.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommendation supports the following goals of the Metro Vision 2028 Strategic Plan:

Goal 1: Provide high-quality mobility options that enable people to spend less time traveling by alleviating the current operational deficiencies and improving mobility along the projects.

Goal 4: Transform LA County through regional collaboration by partnering with the Council of Governments and the local jurisdictions to identify the needed improvements and take the lead in development and implementation of their projects.

## **ALTERNATIVES CONSIDERED**

The Board could elect not to approve the additional programming of funds for the Measure M MSP and Measure R Transit Investments Program projects for the South Bay Subregion. This is not recommended as the Subregion developed the proposed projects in accordance with the Measure M Ordinance, Guidelines, and Administrative Procedures, as well as the Measure R Transit Investments Program Guidelines.

## **NEXT STEPS**

Metro staff will continue to work with the Subregion to identify and deliver projects. Funding Agreements will be executed with those who have funds programmed in FY 2023-24. Program/Project updates will be provided to the Board annually.

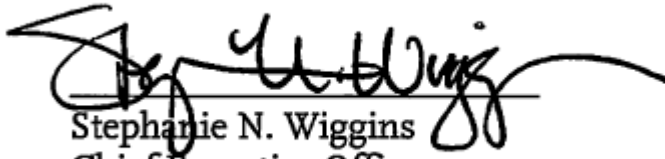
## **ATTACHMENTS**

- Attachment A - Transportation System and Mobility Improvements Program (expenditure line 50) Project List
- Attachment B - South Bay Highway Operational Improvements Program (expenditure line 63) Project List
- Attachment C - Transportation System and Mobility Improvements Program (expenditure line 66) Project List
- Attachment D - Measure R Transit Investments Program Project List

Prepared by: Fanny Pan, Executive Officer, Countywide Planning & Development, (213) 418-3433  
Isidro Panuco, Senior Director, Countywide Planning & Development, (213) 547-4372  
Laurie Lombardi, Senior Executive Officer, Countywide Planning & Development, (213) 418-3251  
Ray Sosa, Deputy Chief Planning Officer, (213) 547-4274

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





Stephanie N. Wiggins  
Chief Executive Officer

South Bay Subregion  
 Measure M Multi-Year Subregional Plan - Transportation System & Mobility Improvements Program (Expenditure Line 50)

	Agency	Project ID No.	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
1	CARSON	MM4601.09	BIKE LANE INSTALLATION - CARSON ST., FIGUEROA ST., MAIN ST., VICTORIA ST.	CONSTRUCTION	New	\$ -	\$ 5,256,700	\$ 5,256,700			\$ 1,056,700	\$ 3,000,000	\$ 1,200,000	
2	CARSON	MM4601.10	BIKE LANE INSTALLATION - 223RD ST., AVALON BLVD., CENTRAL AVE., DEL AMO BLVD., UNIVERSITY DR.	CONSTRUCTION	New	-	5,384,400	5,384,400			884,400	3,500,000	1,000,000	
3	EL SEGUNDO	MM4601.11	SOUTH BAY LOCAL TRAVEL NETWORK IN EL SEGUNDO	PS&E, CONSTRUCTION	New	-	925,000	925,000			925,000			
4	INGLEWOOD	MM5502.02	ITS (GAP) CLOSURE IMPROVEMENTS	CONSTRUCTION		\$ 13,500,000		\$ 13,500,000	13,500,000					
5	INGLEWOOD	MM5502.03	INGLEWOOD INTERMODAL TRANSIT/PARK AND RIDE FACILITY	PAED, PS&E, CONSTRUCTION		4,933,310		4,933,310	4,933,310					
6	INGLEWOOD	MM5502.09	PRAIRIE AVE. DYNAMIC LANE CONTROL SYSTEM	PS&E, CONSTRUCTION	Chg	13,120,000		13,120,000						13,120,000
7	LA CITY	MM4601.01	SAN PEDRO PEDESTRAIN IMPROVEMENTS	PAED, PS&E, CONSTRUCTION		7,245,710		7,245,710	398,606	809,013	3,372,445	2,665,646		
8	LA CITY	MM4601.02	WILMINGTON NEIGHBORHOOD STREET IMPROVEMENTS	PAED, PS&E, CONSTRUCTION		3,000,600		3,000,600	362,573	2,638,027				
9	LA CITY	MM4601.03	AVALON PROMENADE AND GATEWAY	CONSTRUCTION		10,207,400		10,207,400			3,157,400	5,880,000	1,170,000	
10	LA COUNTY	MM4601.04	WESTMONT/WEST ATJENS PEDESTRIAN IMPROVEMENTS	PAED, PS&E, CONSTRUCTION		6,682,000		6,682,000	306,000	942,400	831,809	3,660,000	941,791	
11	LA COUNTY	MM4601.06	EL CAMINO VILLAGE TRAFFIC AND PEDESTRIAN SAFETY ENHANCEMENTS	PAED, PS&E		1,038,000		1,038,000		114,000	264,000	264,000	396,000	
12	LA COUNTY	MM4601.12	LENNOX VISION ZERO TRAFFIC ENHANCEMENTS	PAED, PS&E	New	-	1,206,000	1,206,000			179,000	300,000	300,000	427,000
13	LA COUNTY	MM5502.04	182ND ST/ ALBERTONI ST. TRAFFIC SIGNAL SYNCH PROGRAM	PAED, PS&E, CONSTRUCTION		4,228,500		4,228,500		200,000	370,000	380,000	3,278,500	
14	LA COUNTY	MM5502.06	VAN NESS TRAFFIC SIGNAL SYCH PROGRAM	PAED, PS&E, CONSTRUCTION		1,702,000		1,702,000		80,000	135,000	320,000	1,167,000	
15	LA COUNTY	MM5502.07	DEL AMO BLVD. (EAST) TRAFFIC SIGNAL SYCH PROGRAM	PAED, PS&E, CONSTRUCTION		1,324,500		1,324,500		70,000	110,000	280,000	864,500	
16	MANHATTAN BEACH	MM4601.13	HIGHLAND AVE CORRIDOR IMPROVEMENTS	PAED, PS&E	New	-	500,000	500,000			50,000	450,000		
17	REDONDO BEACH	MM4601.14	PEDESTRIAN ENHANCEMENTS ON AVIATION BLVD.	PS&E, CONSTRUCTION	New	-	1,500,000	1,500,000				125,000	687,500	687,500

	Agency	Project ID No.	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
18	REDONDO BEACH	MM4601.15	RIVIERA VILLAGE PEDESTRIAN AND MULTI-MODAL ENHANCEMENTS	PAED, PS&E	New	-	4,000,000	4,000,000				1,500,000	2,000,000	500,000
19	REDONDO BEACH	MM4601.16	SOUTH BAY LOCAL TRAVEL NETWORK IN REDONDO BEACH	PS&E, CONSTRUCTION	New	-	1,272,700	1,272,700				78,320	1,194,380	
20	ROLLING HILLS ESTATES	MM5502.08	PALOS VERDES DRIVE NORTH AT DAPPLEYGRAY SCHOOL	PAED, PS&E, ROW, CONSTRUCTION		2,880,252		2,880,252	114,300	1,581,802	1,184,150			
21	SBCCOG	MM5502.01	PLANNING ACTIVITIES FOR MEASURE M MULTI-YEAR SUBREGIONAL PROGRAMS ^	PLANNING DEVELOPMENT		738,513		738,513	738,513					
22	SBCCOG	MM5502.05	SOUTH BAY FIBER NETWORK	CONSTRUCTION		6,889,365		6,889,365	6,889,365					
23	SBCCOG	MM5502.10	PLANNING ACTIVITIES FOR THE SOUTH BAY LOCAL TRAVEL NETWORK ^	PLANNING DEVELOPMENT	Chg	357,520	393,800	751,320	357,520		393,800			
24	TORRANCE	MM4601.05	TORRANCE SCHOOLS SAFETY AND ACCESSIBILITY PROGRAM	PS&E CONSTRUCTION	Chg	7,185,000		7,185,000	197,994	34,051	4,704,200	2,248,755		
25	TORRANCE	MM4601.07	TRANSPORTATION OPEN SPACE CORRIDOR MULTI-USE TRAIL	PAED, PS&E		650,000		650,000		650,000				
26	TORRANCE	MM4601.08	TORRANCE SCHOOL SAFETY AND ACCESSIBILITY PROGRAM - PHASE II	PS&E, CONSTRUCTION		10,372,609		10,372,609		768,600	9,604,009			
27	TORRANCE	MM5502.11	TORRANCE FIBER NETWORK AND TRAFFIC SIGNAL OPTIMIZATION	PS&E		1,050,000		1,050,000		70,000	980,000			
<b>TOTAL PROGRAMMING AMOUNT</b>						<b>\$ 97,105,279</b>	<b>\$ 20,438,600</b>	<b>\$117,543,879</b>	<b>\$27,798,181</b>	<b>\$ 7,957,893</b>	<b>\$28,201,913</b>	<b>\$24,651,721</b>	<b>\$14,199,671</b>	<b>\$14,734,500</b>

^ Subregion Planning Activities (0.5%) for MSPs. Planning scope of works under development and to be confirmed and approved before Funding Agreement is executed.

South Bay Subregion  
 Measure M Multi-Year Subregional Plan - South Bay Highway Operational Improvements (Expenditure Line 63)

	Agency	Project ID	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
1	CARSON	MM5507.02	CARSON STREET ITS PROJECT	PAED, PS&E, CONSTRUCTION		\$ 700,000		\$ 700,000	\$ 700,000					
2	CARSON	MM5507.03	SEPULVEDA BLVD. WIDENING FROM ALAMEDA ST. TO ICTF	PS&E, CONSTRUCTION		11,897,999		11,897,999		5,473,078	5,830,014	594,907		
3	CARSON	MM5507.10	TRAFFIC SIGNAL UPGRADE -- AVALON BLVD. AND GARDENA BLVD.	PAED, PS&E, CONSTRUCTION		350,000		350,000		2,000	130,000	218,000		
4	GARDENA	MM5507.04	REDONDO BEACH BLVD. ARTERIAL IMPROVEMENTS	PAED, PS&E, CONSTRUCTION	Chg	5,567,000	5,675,000	11,242,000	620,000	2,320,000	5,802,000	2,500,000		
5	HAWTHORNE	MM5507.01	NORTH EAST HAWTHORNE MOBILITY IMPROVEMENT PROJECT	PS&E, ROW, CONSTRUCTION		2,000,000		2,000,000	1,200,000	800,000				
6	HAWTHORNE	MM5507.16	JACK NORTHROP IMPROVEMENTS	PAED, PS&E	New	-	200,000	200,000			40,000	40,000	40,000	80,000
7	HAWTHORNE	MM5507.17	VAN NESS IMPROVEMENTS	PAED, PS&E	New	-	200,000	200,000			40,000	40,000	40,000	80,000
8	HAWTHORNE	MM5507.18	135TH STREET IMPROVEMENTS	PAED, PS&E	New	-	160,000	160,000			40,000	40,000	40,000	40,000
9	HAWTHORNE	MM5507.19	INGLEWOOD AVENUE IMPROVEMENTS	PAED, PS&E	New	-	130,000	130,000			40,000	40,000	40,000	10,000
10	INGLEWOOD	MM5507.05	MANCHESTER BLVD./PRAIRIE AVE. ITS & TRAFFIC SIGNAL IMPROVEMENTS	PAED, PS&E	Chg	1,500,000		1,500,000				1,500,000		
11	INGLEWOOD	MM5507.06	DOWNTOWN ITS	PAED, PS&E, CONSTRUCTION		11,100,000		11,100,000		800,000	10,300,000			
12	INGLEWOOD	MM5507.11	CRENSHAW BLVD. ITS	CONSTRUCTION		8,800,000		8,800,000			2,000,000	6,800,000		
13	LA COUNTY	MM5507.07	AVALON BLVD. TSSP IN THE CITY OF CARSON	PAED, PS&E, CONSTRUCTION	Chg	1,530,000	1,071,223	2,601,223	830,000	700,000	214,245	685,583	171,395	
14	LA COUNTY	MM5507.20	ADVANCED TRAFFIC CONTROL UPGRADES	PAED, PS&E, CONSTRUCTION	New	-	2,130,000	2,130,000			1,278,000	852,000		
15	MANHATTAN BEACH	MM5507.12	MANHATTAN BEACH BLVD. AT PACIFIC AVE. IMPROVEMENTS	PS&E, CONSTRUCTION		1,200,000		1,200,000		160,000	720,000	320,000		
16	MANHATTAN BEACH	MM5507.13	MANHATTAN BEACH BLVD. AT PECK AVE. TRAFFIC SIGNAL IMPROVEMENTS (MR312.87)	CONSTRUCTION		740,000		740,000		740,000				

	Agency	Project ID	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
17	MANHATTAN BEACH	MM5507.14	MAHATTAN BEACH BLVD. TRANSPORTATION CORRIDOR IMPROVEMENTS	PS&E		400,000		400,000		150,000	250,000			
18	METRO	MM5507.08	I-110 SOUTHBOUND OFF-RAMP TO PCH	PAED, PS&E		5,781,000		5,781,000	3,450,000	800,000	1,531,000			
19	METRO	MM5507.09	405/110 SEPERATION	PAED, PS&E		17,500,000		17,500,000	6,000,000	6,500,000	5,000,000			
20	REDONDO BEACH	MM5507.21	ADVANCED TRAFFIC SIGNAL SYSTEM ON AVIATION BLVD.	PS&E	New	-	160,000	160,000				80,000	80,000	
21	REDONDO BEACH	MM5507.22	TRAFFIC SIGNAL COMMUNICATIONS AND NETWORK SYSTEM PHASE 2	PAED, PS&E	New	-	2,130,000	2,130,000			1,278,000	852,000		
22	TORRANCE	MM5507.15	RIGHT TURN LANE AT LOMITA BLVD./182ND ST.	PAED, PS&E, CONSTRUCTION		1,000,000		1,000,000		75,000	200,000	480,000	245,000	
<b>TOTAL PROGRAMMING AMOUNT</b>						<b>\$ 70,065,999</b>	<b>\$ 11,856,223</b>	<b>\$ 81,922,222</b>	<b>\$ 12,800,000</b>	<b>\$ 18,520,078</b>	<b>\$ 34,693,259</b>	<b>\$ 15,042,490</b>	<b>\$ 656,395</b>	<b>\$ 210,000</b>

South Bay Subregion  
 Measure M Multi-Year Subregional Plan - Transportation System & Mobility Improvements Program (Expenditure Line 66)

	Agency	Project ID	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
1	BEACH CITIES HEALTH DISTRICT	MM4602.01	DIAMOND STREET BIKE PATH PROJECT	PS&E CONSTRUCTION	Chg	\$ 1,833,877	\$ (98,903)	\$ 1,734,974	\$ 1,734,974					
2	EL SEGUNDO	MM4602.02	EL SEGUNDO BLVD	PAED, PS&E, CONSTRUCTION		4,050,000		4,050,000	4,050,000					
3	HAWTHORNE	MM4602.03	HAWTHORNE MONETA GARDEN MOBILITY IMPROVEMENTS	PS&E, ROW, CONSTRUCTION		3,320,000		3,320,000	50,000	150,000	349,400	2,770,600		
4	HAWTHORNE	MM5508.07	ROSECRANS AVE MOBILITY IMPROVEMENT PROJECT, PHASE II FROM PRAIRIE AVE TO CRENSHAW BLVD	PAED, PS&E		260,000		260,000	40,000	40,000	180,000			
5	HAWTHORNE	MM5508.08	CRENSHAW BLVD SIGNAL IMPROVEMENT AND INTERSECTION	PAED, PS&E		260,000		260,000	40,000	40,000	180,000			
6	HERMOSA BEACH	MM5508.09	MOBILITY AND ACCESSIBLTY IMPROVEMENTS PROJECT	PID, PAED		1,800,000		1,800,000	700,000	600,000	500,000			
7	INGLEWOOD	MM4602.06	FIRST/LAST MILE IMPROVEMENTS	PAED, PS&E, CONSTRUCTION	Chg	6,500,000		6,500,000	500,000		6,000,000			
8	INGLEWOOD	MM5508.10	CHANGEABLE MESSAGE SIGNS	PAED, PS&E	Chg	1,000,000		1,000,000				100,000	900,000	
9	LA CITY	MM4602.04	CROSSING UPGRADES AND PEDESTRIAN IMPROVEMENTS	PAED, PS&E, CONSTRUCTION	Chg	3,260,625		3,260,625	775,210	687,769	1,797,646			
10	LA CITY	MM5508.01	SIGNAL OPERATIONAL IMPROVEMENTS	PAED,PS&E, CONSTRUCTION		2,500,000		2,500,000	560,000	1,940,000				
11	LA CITY	MM5508.02	ATSAC COMMUNICATION SYSTEM IMPROVEMENT IN SAN PEDRO	PS&E, CONSTRUCTION	Chg	2,500,000	(250,000)	2,250,000			2,250,000			
12	LA CITY	MM5508.03	ASTAC COMMUNICATIONS NETWORK INTEGRATION WITH LA COUNTY	PAED, PS&E, CONSTRUCTION	Chg	2,000,000	(250,000)	1,750,000			1,750,000			
13	LA CITY	MM5508.14	ALAMEDA ST (SOUTH) WIDENING FROM ANAHEIM ST TO HARRY BRIDGES BLVD (MR312.48)	CONSTRUCTION		17,518,670		17,518,670		3,000,000	10,000,000	4,518,670		
14	LA COUNTY	MM4602.05	DOMINGUEZ CHANNEL GREENWAY	PAED, PS&E, CONSTRUCTION		3,600,000		3,600,000		408,000	259,500	1,492,500	1,440,000	
15	LA COUNTY	MM4602.07	WESTMONT/WEST ATHENS PEDESTRIAN IMPROVEMENTS, PHASE II	PAED, PS&E, CONSTRUCTION		1,165,000		1,165,000		80,000	80,000	625,000	380,000	
16	LACMTA	MM5508.18	RIITS NETWORK ENHANCEMENTS	CONSTRUCTION	New	-	500,000	500,000			500,000			

ATTACHMENT C

	Agency	Project ID	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	Prior Year Prog	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27
17	MANHATTAN BEACH	MM5508.04	ADVANCED TRAFFIC SIGNAL SYSTEM	PS&E, CONSTRUCTION	Chg	12,750,000	4,963,000	17,713,000	5,440,000	5,310,000	3,000,000	3,963,000		
18	MANHATTAN BEACH	MM5508.15	AVIATION BLVD. EAST BOUND LEFT-TURN IMPROVEMENTS	PAED, PS&E, CONSTRUCTION		1,200,000		1,200,000	200,000	1,000,000				
19	PALOS VERDES ESTATES	MM5508.11	PALOS VERDES DRIVE WEST CORRIDOR EXPANSION PROJECT	PAED, PS&E		5,517,000		5,517,000	677,000	3,000,000	1,840,000			
20	RANCHO PALOS VERDES	MM5508.12	WESTERN AVE CONGESTION IMPROVEMENTS (25TH TO PV DR) **	PSR, PAED		1,330,000		1,330,000	210,000	120,000	1,000,000			
21	REDONDO BEACH	MM4602.08	NORTH REDONDO BEACH BIKEWAY (NRBB) EXTENSION -- FELTON LN TO INGLEWOOD AVE	PAED, PS&E, CONSTRUCTION		1,000,000		1,000,000	1,000,000					
22	REDONDO BEACH	MM4602.09	NORTH REDONDO BEACH BIKEWAY (NRBB) EXTENSION -- INGLWOOD AVE.	PAED, PS&E, ROW		1,735,000		1,735,000	200,000	1,535,000				
23	REDONDO BEACH	MM5508.05	REDONDO BEACH TRANSIT CENTER AND PARK AND RIDE	ROW, CONSTRUCTION	Chg	7,250,000	500,000	7,750,000	7,250,000		500,000			
24	REDONDO BEACH	MM5508.13	TRAFFIC SIGNAL COMMUNICATIONS AND NETWORK SYSTEM	PAED, PS&E, CONSTRUCTION	Chg	2,000,000	3,000,000	5,000,000	2,000,000		3,000,000			
25	ROLLING HILLS ESTATES	MM4602.10	ROLLING HILLS ROAD BIKE LANES ***	PAED, PS&E		229,450		229,450	30,250	182,700	16,500			
26	TORRANCE	MM5508.06	TRANSPORTATION MANAGEMENT SYSTEM IMPROVEMENTS	PS&E, CONSTRUCTION		390,000		390,000	390,000					
27	TORRANCE	MM5508.16	TORRANCE TRANSIT PARK AND RIDE REGIONAL TERMINAL (MR312.23)	CONSTRUCTION		1,631,000		1,631,000	1,631,000					
28	TORRANCE	MM5508.17	IMPROVMENTS FROM DEL AMO TO DOMINGUEZ ST (MR312.60)	CONSTRUCTION		609,000		609,000	609,000					
<b>TOTAL PROGRAMMING AMOUNT</b>						<b>\$ 87,209,622</b>	<b>\$ 8,364,097</b>	<b>\$ 95,573,719</b>	<b>\$ 28,087,434</b>	<b>\$ 18,093,469</b>	<b>\$ 33,203,046</b>	<b>\$ 13,469,770</b>	<b>\$ 2,720,000</b>	<b>\$ -</b>

\*\* Metro may procure services for the project development phases.

\*\*\* Further design details are subject to Metro approval.

South Bay Subregion  
Measure R South Bay Transit Investments Program

	Agency	Project ID No.	Project/Location	Funding Phases	Note	Pror Alloc	Alloc Change	Current Alloc	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
1	CARSON	MR524.02	CARSON CIRCUIT: FASHION OUTLET REGIONAL TRANSIT CENTER	PAED, PS&E ROW, CON		\$ 3,525,000		\$ 3,525,000	\$ 1,380,000	\$ 2,145,000						
2	GARDENA	MR524.03	GTRANS: PURCHASE OF UP TO 15 EXPANSION BUSES	Construction Capital	Chg	\$12,375,000		12,375,000				8,375,000	4,000,000			
3	GARDENA	MR524.04	GTRANS: SOLAR ENERGY GENERATION/BUS FUELING INFRASTRUCTURE PROJECT	PS&E CON		\$6,000,000		6,000,000		3,000,000	3,000,000					
4	INGLEWOOD	MRINGITC	INGLEWOOD TRANSIT CONNECTOR PROJECT	PAED, PS&E ROW, CON	Chg	233,700,000		233,700,000	26,575,570	<b>76,863,918</b>	<b>130,260,512</b>					
5	REDONDO BEACH	MR524.05	BEACH CITIES TRANSIT: TRANSIT OPERATIONS & MAINTENANCE FACILITY	Env, PS&E CON		\$32,090,555		32,090,555					5,150,000	8,838,734	17,677,469	424,352
6	TORRANCE	MR524.06	TORRANCE TRANSIT: RETURN OF THE RED CAR URBAN CIRCULATOR TROLLEY	Construction Capital		\$4,500,000		4,500,000	2,000,000	2,500,000						
7	TORRANCE	MR524.07	TORRANCE TRANSIT: EXPANSION BUSES	Construction Capital		\$20,000,000		20,000,000	17,100,000	2,900,000						
8	TORRANCE	MR524.08	TORRANCE TRANSIT: REGIONAL TRANSIT CENTER PARKING STRUCTURE	Construction Capital		\$35,000,000		35,000,000	35,000,000							
9	TORRANCE	MR524.09	MICROTRANSIT EXPANSION OF THE TORRANCE COMMUNITY TRANSIT	Construction Capital		\$240,000		240,000	60,000	180,000						
10	TORRANCE	MR524.10	CONSTRUCTION OF HEAVY-DUTY ELECTRIC VEHICLE CHARGING STATION	Construction Capital		\$3,500,000		3,500,000	3,000,000	500,000						
<b>TOTAL PROGRAMMING AMOUNT</b>						<b>\$350,930,555</b>	<b>\$ -</b>	<b>\$350,930,555</b>	<b>\$85,115,570</b>	<b>\$88,088,918</b>	<b>\$133,260,512</b>	<b>\$8,375,000</b>	<b>\$ 9,150,000</b>	<b>\$8,838,734</b>	<b>\$17,677,469</b>	<b>\$ 424,352</b>





## Board Report

File #: 2023-0409, File Type: Contract

Agenda Number: 17.

### PLANNING AND PROGRAMMING COMMITTEE SEPTEMBER 20, 2023

**SUBJECT: VERMONT TRANSIT CORRIDOR**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATIONS**

CONSIDER:

- A. AWARDING AND EXECUTING up to a 60-month, firm fixed price Contract No. AE97976000 to Vermont Corridor Partners Joint Venture, a joint venture between AECOM Technical Services, Inc., Terry A. Hayes Associates, Inc., and RAW International, Inc., in the amount of \$55,668,537, to prepare the Planning and Environmental Study for the Vermont Transit Corridor, subject to resolution of any properly submitted protest(s), if any, and;
- B. AUTHORIZING the CEO to execute individual Contract Modifications within the Board-approved Contract Modification Authority.

#### **ISSUE**

The Vermont Transit Corridor is a Measure M project with a projected opening date within Fiscal Years (FY) 2028 to 2030. Currently, there is \$425 million (2015\$) allocated for this project. To advance the project in accordance with the Measure M schedule, a Locally Preferred Alternative (LPA) needs to be identified and environmentally cleared.

On February 6, 2023, Metro issued a Request for Proposal (RFP No. AE97976) seeking a qualified consultant for planning, environmental, and engineering services for the Vermont Transit Corridor Project (Project). Board approval is needed to award Contract No. AE97976000 to allow the consultant to begin work.

#### **BACKGROUND**

Vermont Avenue is the second busiest transit corridor in Los Angeles County with nearly 71,000 daily boardings (pre-Covid) served by Metro Local Line 204 and Metro Rapid Line 754, as well as the Metro B, D, E, and C rail lines. The corridor also connects some of the region's most economically and socially diverse communities. Between Hollywood Boulevard and 120th Street (Attachment A), 100% of the Vermont corridor is contained within Metro Equity-Focus Communities. The Vermont

---

Transit Corridor Project will not only improve mobility through better connections to the regional transit system but will also improve equity by bringing long-awaited transit improvements to these traditionally underserved communities.

In April 2019, staff presented the findings and recommendations from the Vermont Transit Corridor - Rail Conversion/Feasibility Study. Overall, the study found that: BRT continues to be feasible in the Vermont Corridor; BRT does not preclude conversion to rail transit in the future; BRT has the capacity to serve ridership demand at least until 2042; rail transit would maximize the mobility benefits along the corridor and in the region; and three rail alternatives were identified and determined feasible for future implementation. Additionally, at its April 2019 meeting, the Board approved a Motion 16.1 by Directors Garcetti, Dupont-Walker, Hahn, Solis and Butts (Attachment B) directing staff to advance three BRT alternatives and the three rail concepts identified in the study into the environmental review. The current Measure M ordinance includes the future potential conversion to rail on the Vermont Corridor after FY 2067 and based on passenger demand. The inclusion of rail alternatives in the environmental study provides an opportunity to deliver rail transit sooner should additional funding materialize.

In June 2021, Metro adopted its new Community Based Organization (CBO) Partnering Strategy that established consistent and equitable processes for Metro to utilize when engaging CBOs for professional services. As a result, in November 2021, Metro conducted a pre-environmental public outreach and Community Based Organization (CBO) engagement program to align with the goals of the Equity Platform Framework and ensure that the community's needs and concerns were identified early in the planning process to inform potential transit improvements for the Vermont corridor. The CBO engagement program included partnering with 20 CBOs and engaging over 6,000 stakeholders. Outreach activities were designed to engage and inform stakeholders through traditional and non-traditional approaches, including in-person and virtual meetings with flexible dates, times, and locations, surveys, and interactive and accessible information, providing community members the opportunity to offer input and help shape the next phase for the project.

At its August 25, 2022 meeting, the Board received a status report on the Vermont Transit Corridor Project's Community Based Partnership Program (CPP). The CPP provided stakeholders who live, work, play, study, and/or worship along Vermont with an opportunity to express their thoughts about possible transit improvements they envision for the corridor and ensured that Metro staff received comments from a diverse group of stakeholders who do not often participate in helping shape their communities. It also informed a planning approach supported by the communities along the corridor that includes near-term (quick build), medium-term (BRT), and long-term (rail) transit improvements.

At its September 2022 meeting, based on the community feedback received, the Board approved a motion by Directors Dupont-Walker, Najarian, Mitchell, Solis, and Butts, (Attachment C) directing staff to advance the Vermont Transit Corridor with a three-pronged approach, consisting of near-term bus service improvements, a medium-term BRT project, and a longer-term rail project subject to funding availability. This approach addresses the more immediate transit needs on the corridor while planning for the mid-term and longer-term improvements that will provide even greater community benefits and address future ridership demands.

## **DISCUSSION**

In response to the Board motion, the contract for the planning and environmental work for the Vermont Transit Corridor will be executed in two parts. The base contract covers Part 1 which includes an Alternatives Analysis (AA), a California Environmental Quality Act (CEQA) exemption under Senate Bill 922, and Advanced Conceptual Engineering (ACE) for BRT. Part 1 also includes an optional task for National Environmental Policy Act (NEPA) review should federal funding be pursued and subject to coordination with the Federal Transit Administration (FTA).

Part 2 includes the AA, ACE and CEQA environmental review of the rail alternatives and will commence following the CEQA clearance of BRT. The NEPA optional task, consistent with Board direction to develop a strategy for rail, including funding and delivery, will be authorized based on identifying additional funding and coordination with FTA.

#### Planned Outreach Efforts

Public and stakeholder engagement throughout the planning and environmental process will provide valuable feedback that will inform the environmental review process, including the evaluation of alternatives and the selection of the medium-term LPA by the Metro Board. A series of meetings will be conducted as part of the alternatives analysis and environmental review process. Individual briefings with key stakeholders and elected officials will also be conducted. All outreach activities will be managed through a separate contract issued under the Board-approved On-call Communications Bench. The selected planning and environmental firm will work collaboratively with the outreach contractor throughout the study period.

#### Status of Near Term Bus Service Improvements

One of the key outcomes from the CPP also included implementing near-term bus service improvements on the corridor. Metro Operations is leading this effort, which proposes peak period curb-running bus lanes between Sunset and Wilshire Boulevards and full-time curb-running bus lanes between Gage Avenue and the Vermont/Athens C Line Station. Staff will conduct briefings and presentations to interested stakeholders, community groups, and neighborhood councils, as well as outreach to businesses along Vermont. Community engagement is slated to begin in [Fall /Winter 2023](#), followed by design work in Spring 2024. Implementation of the bus lanes is anticipated for [Summer 2025](#). This project will be discussed further at the September 21, 2023, Operations, Safety, and Customer Experience Committee.

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

Approval of this item will not impact the safety of Metro's customers or employees.

#### **FINANCIAL IMPACT**

The FY24 Budget includes \$4.9 million in Cost Center 4240 (Mobility Corridors Team 4), Project 471402 (Vermont Transit Corridor Project). Since this is a multi-year contract, the Cost Center Manager and Chief Planning Officer will be responsible for budgeting in future years for the balance of the remaining project budget.

### Impact to Budget

The funding source for the Vermont Transit Corridor project is Measure M 35% Transit Construction. As these funds are earmarked for the Vermont Transit Corridor project, they are not eligible for Metro bus and rail capital and operating expenditures.

### EQUITY PLATFORM

The Vermont Transit Corridor Planning and Environmental Review contract was solicited as an open solicitation and included a Disadvantaged Business Enterprise (DBE) goal of 27%. The solicitation was posted on Metro's Vendor Portal and in local publications with geographic and sociodemographic relevance to the project corridor. Evaluation of the proposals considered a number of criteria, including an understanding of local institutional issues, political dynamics, community concerns, and needs of the Vermont corridor. In addition, as part of the scope of work, the Contractor will conduct a comprehensive cultural needs assessment. The recommended firm exceeded the goal by making a 41.16% DBE commitment. The Vermont Transit Corridor is consistent with the Metro Equity Platform in that the alternatives help enhance accessibility and connectivity for residential and employment centers, support for transit-oriented communities' policies, support for first/last-mile connections, and investment in disadvantaged communities. The Vermont Transit Corridor is located entirely within Equity Focus Communities (EFCs). The Project will provide new benefits of enhanced mobility and improved regional access for transit-dependent and minority and/or low-income populations within the study area. Going forward, the Project will continue to use Metro's EFC definition along with other metrics (seniors, school-age students, single moms, low-income households, people with disabilities-all who are likely to be more transit-dependent), as appropriate, to guide analyses and to conduct robust and inclusive community engagement.

Throughout the planning and environmental review of this project, advancing transit equity will be a critical part in setting up project objectives in evaluating alternatives, developing design elements, and engaging the community and stakeholders. In addition, we will continue to partner with CBOs to support this work and advance equity in alignment with Metro's CBO Partnering Strategy.

### IMPLEMENTATION OF STRATEGIC PLAN GOALS

The project will support the goals of the strategic plan by enhancing communities and lives through improved mobility and access to opportunities through the addition of a new high-quality mobility option, closing a gap in the transit network and enhancing communities and lives through improved mobility and access to opportunity.

### ALTERNATIVES CONSIDERED

The Board could consider environmentally clearing the LPA for the corridor using in-house resources. This option is not recommended as there are insufficient in-house resources to conduct a study of this magnitude, placing the Measure M schedule at risk.

### NEXT STEPS

---

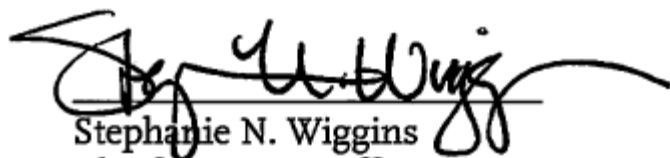
Upon Board approval, staff will execute Contract No. AE97976000 with Vermont Corridor Partners Joint Venture to initiate work on the planning, environmental, and design work needed for the Vermont Transit Corridor Project.

### **ATTACHMENTS**

- Attachment A - Vermont Transit Corridor Map
- Attachment B - Board Motion (April 17, 2019)
- Attachment C - Board Motion (September 22, 2022)
- Attachment D - Procurement Summary
- Attachment E - DEOD Summary

Prepared by: Fulgene Asuncion, Sr. Manager, (213) 922-3025  
Martha Butler, Sr. Director, (213) 922-7651  
Cory Zelmer, Deputy Executive Officer, (213) 922-1079  
Allison Yoh, Executive Officer, (213) 922-4812  
David Mieger, Senior Executive Officer (213) 922-3040  
Debra Avila, Deputy Chief Vendor/Contract Management Officer,  
(213) 418-3051

Reviewed by: James de la Loza, Chief Planning Officer, Countywide Planning & Development,  
(213) 922-2920



Stephanie N. Wiggins  
Chief Executive Officer

# ATTACHMENT A – Vermont Transit Corridor Map



Metro

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

**Board Report**

---

**File #:** 2019-0259, **File Type:** Motion / Motion Response**Agenda Number:** 16.1

---

**PLANNING AND PROGRAMMING COMMITTEE  
APRIL 17, 2019****Motion by:****GARCETTI, DUPONT-WALKER, HAHN, SOLIS AND BUTTS****Related to Item 16: Vermont Transit Corridor - Rail Conversion/Feasibility Study**

MTA should always strive to deliver the best transit project possible and not prematurely eliminate warranted project alternatives.

The Vermont Transit Corridor is a significant Measure M project intended to improve mobility along Vermont Avenue. Vermont Avenue is MTA's highest-ridership bus corridor. Vermont connects some of the most economically and socially diverse communities and several major destinations in the Los Angeles region.

Historically, Vermont Avenue was the second priority for rail transit investment after Wilshire Boulevard, as seen by the current Red Line route north of Wilshire Boulevard. Current and future Vermont Transit Corridor users deserve a world-class, reliable, and convenient transportation option. While the Bus Rapid Transit (BRT) concepts recommended by MTA will improve bus operations and travel times, the Vermont Transit Corridor rail concepts would deliver superior customer experience, connectivity, reliability, and capacity.

Exposition Park in particular is one of the significant destinations served by the Vermont Transit Corridor. Exposition Park currently draws about four million visitors per year and is developing a new master plan in anticipation of additional growth.

Exposition Park is experiencing nearly \$2 billion in new and recent investments, including the Lucas Museum of Narrative Art, the Oschin Air and Space Center, the Los Angeles Memorial Coliseum renovation, and an addition to the Natural History Museum. The Lucas Museum alone is a \$1 billion investment forecasted to draw an additional one million visitors per year to the regional park. Additionally, the Los Angeles Football Club's Banc of California Stadium is a \$350 million investment with a significant transit-patron attendance. Lastly, Exposition Park will be a major venue for the future 2028 Olympic and Paralympic Games.

The Vermont Transit Corridor also connects to the University of Southern California (USC). USC is LA County's second-largest private employer and eighth-largest employer in LA County overall. USC

serves about 47,500 students, over 20,100 faculty and staff, and many more visitors, whom share a highly constrained parking capacity.

With ongoing development along the corridor, MTA could draw significant public-private partnership interest and private infrastructure investment. The Vermont Transit Corridor Project is a historic opportunity for LA County to close a transit service connectivity gap and to provide a world-class, reliable transportation option for people to access education, employment, and entertainment. This critical corridor connects multiple MTA rail lines, serves various regional employment centers, and connects populous, lower-income communities who rely on transit as well as emerging transit-oriented communities.

Bus service quality and reliability improvements on Vermont Avenue are much needed. MTA should continue to develop world-class Bus Rapid Transit alternatives for Vermont Avenue to ensure transit riders experience a high-quality, seamless ride.

However, given high transit ridership and constrained, congested conditions on Vermont Avenue, MTA must also study all technically feasible rail alternatives during environmental review and explore innovative funding mechanisms to accelerate their effectuation. Additionally, should MTA recommend congestion pricing in the Downtown LA area, a Vermont rail alternative will ensure a high-quality transit option. Lastly, given that MTA seeks to advance BRT concepts that would not preclude future rail conversion, evaluating all technically feasible rail alternatives should not significantly affect the environmental analysis budget and schedule.

MTA should preserve the ability to deliver the Vermont Transit Corridor as a rail project should additional funding materialize. Historically, there is precedent for this. The Expo Phase 1 and Crenshaw/LAX projects included both BRT and rail alternatives in their respective environmental documents.

## **SUBJECT: VERMONT TRANSIT CORRIDOR - RAIL CONVERSION/FEASIBILITY STUDY**

### **RECOMMENDATION**

APPROVE Motion by Garcetti, Dupont-Walker, Hahn, Solis and Butts that the Board direct the CEO to:

- A. Advance technically feasible rail concepts previously identified through the 2017 Vermont Bus Rapid Transit (BRT) Technical Study into environmental review to preserve the ability to deliver rail transit if additional funding materializes;
- B. Include a feasibility study of extending the Vermont Transit Corridor to the South Bay Silver Line Pacific Coast Highway transitway station to ensure regional connectivity via Minimum Operable Segments, including identification of potential maintenance facility sites; and
- C. Report back to the MTA Board in July 2019 with a Public Private Partnership business case approach for each Minimum Operable Segment.





## Metro



Metro

## Board Report

---

**File #:** 2022-0676, **File Type:** Motion / Motion Response**Agenda Number:** 51.

---

**REGULAR BOARD MEETING  
SEPTEMBER 22, 2022****Motion by:****DIRECTORS DUPONT-WALKER, NAJARIAN, MITCHELL, SOLIS, AND BUTTS**

## Vermont Transit Corridor Motion

Vermont Avenue is a principal transit corridor in Southern California that will benefit immensely from Metro investments.

Vermont Avenue is the second-busiest transit corridor in Southern California after Wilshire Blvd. According to Metro ridership data, Vermont currently carries more transit trips than any of Metro's rail and BRT lines except the A Line (Blue) and B Line (Red).

Likewise, the neighborhoods along Vermont contain some of the most densely populated, diverse, and highest transit-dependent communities in the region, many of which have a legacy of severe historical underinvestment. Race and class have had a glaring involvement. Nine out of ten riders on lines 204 and 754 identify as black, indigenous, and people of color. Additionally, over 60% of these riders live below the poverty line and 84% do not have access to a car. With that makeup, intentional action supporting safe, reliable service along Vermont could represent a dramatic shift toward equity for these communities.

With this existing high ridership and high need, Vermont will benefit from new investment more than any other existing transit corridor in the Metro system. Metro buses on Vermont travel at just 10 miles per hour and have an on-time performance of about 70 percent, highlighting the need for improvements.

To address these needs, the Metro included the Vermont Transit Corridor in the Measure M Expenditure Plan. Following studies to identify technically feasible bus and rail alternatives, Metro recently completed an innovative Community-Based Partnership Program engagement effort. Across all engagement methods, feedback from the entire Vermont corridor showed clear support for short-, medium-, and long-term improvements.

Accordingly, Metro plans to advance the Vermont Transit Corridor through a three-pronged approach:

- Short-term: quick-build improvements, including new bus shelters, more bus service, and bus-only lanes
- Medium-term: a full BRT corridor project

- Long-term: a rail project to be delivered as funding becomes available

This smart approach balances tangible bus improvements with future plans for rail. Additionally, this approach also prevents the Board from being forced to select one mode at the conclusion of a single project development process.

Historically, Vermont was the second priority for rail transit investment after Wilshire. Rapid Transit along the Vermont Corridor has been part of Southern California transit master plans since the mid-1970s, including part of a proposed 1976 rail “Starter Line.” After Rapid Transit service north of Wilshire was realized in the 1990s, Metro continued to evaluate Vermont south. In the lead-up to Measure R and the 2009 Long Range Transportation Plan (LRTP), Metro found that rail on Vermont would have more boardings than any other then-unfunded rail corridor except Wilshire. Consequently, Metro included Vermont rail in the 2009 LRTP’s Strategic Unfunded project list. This high performance was further reinforced by the initial Vermont Transit Corridor studies in the 2010s.

The Board should act now to reaffirm this three-pronged strategy and take steps to ensure that rail remains a longer-term priority, even as Metro aggressively advances bus improvements.

**SUBJECT: VERMONT TRANSIT CORRIDOR MOTION**

**RECOMMENDATION**

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

- A. Advance the Vermont Transit Corridor with a three-pronged strategy, completing immediate-term quick-build improvements as soon as is practicable, a medium-term BRT project opening for revenue service no later than FY27, and a longer-term rail transit project thereafter;
- B. Evaluate the medium-term BRT project for a federal Small Starts application;
- C. Of the \$425 million included for the Vermont Transit Corridor in the Measure M Expenditure Plan (line item 17; 2015\$), reserve no less than ten percent for the development of the long-term rail transit project. If it ever becomes necessary for Metro to recommend this funding for a shortfall on the Vermont BRT project, Metro will work with the subregion to identify replacement funds that ensure the rail transit project continues to meaningfully advance;
- D. Identify a strategy to make the Vermont rail project shovel-ready consistent with voter- and Board-adopted Measure M project sequencing or acceleration priorities (Measure M Project Evaluation Readiness Tool). Without affecting existing voter- and Board-adopted project sequencing or acceleration priorities (except as allowed by the Measure M decennial process), make the Vermont rail project a first priority for any future new capital funding;
- E. Explore new opportunities to optimize bus service offered by municipal operators on the Vermont corridor, including evaluation of overlapping and connecting lines and schedule coordination to allow for seamless timed transfers; and

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

## PROCUREMENT SUMMARY

VERMONT TRANSIT CORRIDOR PLANNING AND ENVIRONMENTAL  
STUDY/AE97976000

1.	<b>Contract Number:</b> AE97976000	
2.	<b>Recommended Vendor:</b> Vermont Corridor Partners Joint Venture (AECOM Technical Services, Inc., Terry A. Hayes Associates, Inc., and RAW International, Inc.)	
3.	<b>Type of Procurement (check one):</b> <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.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> February 6, 2023	
	<b>B. Advertised/Publicized:</b> February 6, 2023	
	<b>C. Pre-Proposal Conference:</b> February 22, 2023	
	<b>D. Proposals Due:</b> March 23, 2023	
	<b>E. Pre-Qualification Completed:</b> June 22, 2023	
	<b>F. Conflict of Interest Form Submitted to Ethics:</b> March 24, 2023	
	<b>G. Protest Period End Date:</b> September 27, 2023	
5.	<b>Solicitations Picked up/Downloaded:</b> 134	<b>Proposals Received:</b> 5
6.	<b>Contract Administrator:</b> Yamil Ramirez Roman	<b>Telephone Number:</b> (213) 922-1064
7.	<b>Project Manager:</b> Fulgene Asuncion	<b>Telephone Number:</b> (213) 922-3025

**A. Procurement Background**

This Board Action is to approve Contract No. AE97976000 issued in support of the Planning and Environmental Study for the Vermont Transit Corridor project. 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 DBE goal of 27%.

Five (5) amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued February 7, 2023 included the Exhibit 3 – Evaluation Criteria which was invertedly left out of the solicitation package.
- Amendment No. 2, issued February 7, 2023 provided clarification on the Exhibit Numbers in the RFP document to align with the Exhibits provided.
- Amendment No. 3, issued February 14, 2023 provided further clarification on the Exhibit Forms required to be submitted with a proposal.
- Amendment No. 4, issued February 24, 2023 provided clarification on the RC DBE Program that incorrectly listed the goal at 30% instead of 27%.
- Amendment No. 5, issued March 7, 2023 included an updated Exhibit 6 – Proposal Letter to include the length of time the proposal would be valid, and provided clarification on the General Format of the proposal submissions.

A total of 134 firms downloaded the RFP and were included in the planholder's list. A virtual pre-proposal conference was held on February 22, 2023 and was attended by 73 participants representing 44 companies. There were 24 questions asked, and responses were released prior to the proposal due date.

A total of five (5) proposals were received on March 23, 2023 from the following firms:

1. HNTB Corporation (HNTB)
2. Arcadis IBI Group, A California Partnership (IBI)
3. Jacobs Engineering Group, Inc. (Jacobs)
4. Vermont Corridor Partners – a Joint Venture between AECOM Technical Services, Inc., Terry A. Hayes Associates, Inc., and RAW International, Inc. (VCP)
5. WSP USA Inc. (WSP)

## **B. Evaluation of Proposals**

A Proposal Evaluation Team (PET) consisting of staff from Metro's Mobility Corridors Countywide Planning and Development Department, Metro's Major Capital Project Engineering Department, and the Los Angeles Department of Transportation (LADOT) 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 Qualifications of the Contractor Team                | 25% |
| • Experience and Qualifications of the Proposed Personnel on the Team | 25% |
| • Effectiveness of the Project Management Plan                        | 15% |
| • Understanding of Work and Project Approach for Implementation       | 35% |

The evaluation criteria are appropriate and consistent with criteria developed for other, similar Architect and Engineers (A&E) procurements. Several factors were considered when developing these weights, giving the greatest importance to the understanding of work and project approach for implementation. The PET evaluated the proposals according to the pre-established evaluation criteria.

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 of April 10, 2023 to May 1, 2023, the PET independently evaluated and scored the technical proposals. Of the five proposals received, four firms were determined to be within the competitive range. They are listed below in alphabetical order:

1. HNTB Corporation (HNTB)
2. Jacobs Engineering Group, Inc. (Jacobs)

3. Vermont Corridor Partners – a Joint Venture between AECOM Technical Services, Inc., Terry A. Hayes Associates, Inc., and RAW International, Inc. (VCP)
4. WSP USA Inc. (WSP)

One firm was determined to be outside the competitive range and was excluded from further consideration as their proposal did not thoroughly demonstrate the team's experience in planning and environmental review and focused mostly on support efforts such as design and construction activities.

On May 12, 2023, all firms within the competitive range were invited for oral presentations which provided them the opportunity to present their qualifications, and to respond to questions from the PET.

Following the oral presentations, the PET finalized and submitted their technical scores based on both the written proposal and input received during the oral presentation. On May 17, 2023, the PET completed their evaluation of the proposals and determined Vermont Corridor Partners to be the highest ranked proposer.

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

#### **HNTB Corporation**

HNTB Corporation (HNTB) has provided relevant experience including planning, design, environmental documents and advanced conceptual engineering (ACE) for the Sepulveda Transit Corridor Feasibility Study and Metro K Line project.

HNTB demonstrated understanding of the work and approach, provided tools, visuals, and high-quality data collection to inform planning, design, urban design of BRT and rail. The proposal assigned a Professional Engineer and Structural Engineer to be the PM on the Project, along with key staff with relevant technical and community outreach/engagement experience working on similar projects.

HNTB's proposal included an equity tool dashboard that has been developed for the Vermont Transit Corridor for the Cultural Needs Assessments and Corridor Definition. However, HNTB's proposal did not clearly demonstrate planning and environmental experience for some key personnel on projects of similar scope.

#### **Jacobs Engineering Group, Inc.**

Jacobs Engineering Group, Inc. (Jacobs) has provided relevant experience including planning, engineering, and environmental capabilities delivering environmental documents and conceptual design for multi-modal transit corridor projects.

Jacobs demonstrated proven ability to plan, design and analyze the various alternatives under consideration for this project and their interfaces. The proposal

showed a strong understanding of local institutional issues, political dynamics, community concerns and the needs of the Vermont Corridor.

Jacobs' proposal demonstrated clear knowledge and understanding of the Scope of Services including all required tasks, deliverables, and project management. However, Jacobs' proposal did not include tasks for Cultural Needs Assessment into the overall project approach.

### **Vermont Corridor Partners Joint Venture**

Vermont Corridor Partners (VCP) Joint Venture (JV) is comprised of AECOM Technical Services, Inc., Terry A. Hayes Associates, Inc., and RAW International, Inc. and collectively has provided relevant services including planning, environmental and architecture.

VCP JV demonstrated experience in all modes of transit, environmental studies including a number of Metro projects and demonstrated understanding and experience working on the Vermont Corridor, politics and its diverse communities. Their proposal also included the incorporation of technology as tools for innovating methods for data gathering, organization and dissemination.

VCP JV's proposal included a summary of the Vermont corridor and how past policies affected the inequity in the present day which reflected a depth of understanding of the issues and how they might be approached during the project. The proposal demonstrated the corridor challenges and opportunities, provided proposed solutions and benefits for each and cited prior experience of where similar challenges were addressed in other relevant projects.

### **WSP USA Inc.**

WSP USA Inc. (WSP) has provided relevant experience in large-scale transit planning and environmental Light Rail Transit projects such as the Metro K Line Northern Extension and East San Fernando Valley Light Rail project.

WSP provided a detailed management plan and document control procedures that clearly defined the contractor's responsibilities. The proposal reflects a substantial investment by the contractor to understand the VTC sufficiently to identify technical and operational issues and opportunities.

WSP demonstrated the ability for the team to meet the schedule anticipated in the Scope of Services and provided a plan for coordination with Metro's consultant selected under a separate contract to carry out the community outreach. However, WSP's key personnel did not demonstrate relevant experience leading transit projects similar in scope and demonstrated limited BRT experience managing BRT projects.

A summary of the PET scores is provided below:



1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	<b>Vermont Corridor Partners</b>				
3	Experience and Qualifications of the Contractor Team	77.88	25.00%	19.47	
4	Experience and Qualifications of the Proposed Personnel on the Team	79.16	25.00%	19.79	
5	Effectiveness of the Project Management Plan	76.73	15.00%	11.51	
6	Understanding of Work and Project Approach for Implementation	79.80	35.00%	27.93	
7	<b>Total</b>		<b>100.00%</b>	<b>78.70</b>	<b>1</b>
8	<b>HNTB Corporation</b>				
9	Experience and Qualifications of the Contractor Team	77.00	25.00%	19.25	
10	Experience and Qualifications of the Proposed Personnel on the Team	76.52	25.00%	19.13	
11	Effectiveness of the Project Management Plan	76.27	15.00%	11.44	
12	Understanding of Work and Project Approach for Implementation	80.20	35.00%	28.07	
13	<b>Total</b>		<b>100.00%</b>	<b>77.89</b>	<b>2</b>
14	<b>Jacobs Engineering Group, Inc.</b>				
15	Experience and Qualifications of the Contractor Team	78.76	25.00%	19.69	
16	Experience and Qualifications of the Proposed Personnel on the Team	76.84	25.00%	19.21	
17	Effectiveness of the Project Management Plan	75.00	15.00%	11.25	
18	Understanding of Work and Project Approach for Implementation	76.20	35.00%	26.67	
19	<b>Total</b>		<b>100.00%</b>	<b>76.82</b>	<b>3</b>
20	<b>WSP USA Inc.</b>				
21	Experience and Qualifications of the Contractor Team	74.36	25.00%	18.59	
22	Experience and Qualifications of the Proposed Personnel on the Team	73.32	25.00%	18.33	
23	Effectiveness of the Project Management Plan	74.53	15.00%	11.18	
24	Understanding of Work and Project Approach for Implementation	76.60	35.00%	26.81	
25	<b>Total</b>		<b>100.00%</b>	<b>74.91</b>	<b>4</b>

**C. Cost Analysis**

The recommended price of \$55,668,537 has been determined to be fair and reasonable based upon MAS audit findings, an independent cost estimate (ICE), cost analysis, technical evaluation, fact finding, and negotiations. Staff successfully negotiated a savings of \$3,429,567.

<b>Proposer Name</b>	<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Negotiated Amount</b>
Vermont Corridor Partners	\$59,098,104	\$57,907,009	\$55,668,537

**D. Background on Recommended Contractor**

The recommended firm, Vermont Corridor Partners Joint Venture (VCP JV), is located in Los Angeles County and have been in business for 120 years collectively (50 years for AECOM Technical Services, Inc., 40 years for Terry A. Hayes Associates, Inc., and 30 years for RAW International, Inc.). VCP JV offers cross-disciplinary services across various sectors including BRT and LRT planning and delivery, station planning and architecture, and environmental clearance.

The proposed team is comprised of staff from VCP JV, of which two of the JV firms are DBE certified (Terry A. Hayes Associates, Inc. and RAW International, Inc.), and thirteen (13) subcontractors, of which eight (8) are certified DBE firms.

## DEOD SUMMARY

VERMONT TRANSIT CORRIDOR PLANNING AND ENVIRONMENTAL  
STUDY/AE97976000**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) established a 27% Disadvantaged Business Enterprise (DBE) goal for this solicitation. Vermont Corridor Partners Joint Venture exceeded the goal by making a 41.16% DBE commitment.

<b>Small Business Goal</b>	<b>27% DBE</b>	<b>Small Business Commitment</b>	<b>41.16% DBE</b>
----------------------------	----------------	----------------------------------	-------------------

	<b>DBE Subcontractors</b>	<b>Ethnicity</b>	<b>% Committed</b>
1.	RAW International, Inc.	African American	15.74%
2.	Terry A. Hayes Associates	African American	16.55%
3.	CR Associates	Subcontinent Asian American	0.96%
4.	Intueor Consulting	Subcontinent Asian American	1.43%
5.	Mariposa Community Outreach	Hispanic American	0.60%
6.	MLA Green	Hispanic American	0.86%
7.	Systems Consulting LLC	African American	0.33%
8.	TransLink Consulting LLC	Asian Pacific	0.45%
9.	V&A, Inc.	Hispanic American	2.92%
10.	Vicus LLC	Hispanic American	1.32%
<b>Total DBE Commitment</b>			<b>41.16%</b>

**B. Local Small Business Enterprise (LSBE) Preference**

The LSBE preference is not applicable to this FTA federally funded procurement. Federal law (49 CFR § 661.21) prohibits the use of local procurement preferences on FTA-funded projects.

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

The Living Wage and Service Contract Worker Retention Policy 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).

**E. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. Project Labor Agreement/Construction Careers Policy is applicable only to construction contracts that have a construction contract value in excess of \$2.5 million.



We're planning a new way to ride on Vermont.

Planning & Programming Committee

Legistar File 2023-0409

September 20, 2023

VERMONT TRANSIT CORRIDOR



Metro

# Recommendation

AUTHORIZE the Chief Executive Officer (CEO) to:

- A. AWARD AND EXECUTE up to a 60-month, firm fixed price Contract No. AE97976000 to Vermont Corridor Partners Joint Venture, a joint venture between AECOM Technical Services, Inc., Terry A. Hayes Associates, Inc., and RAW International, Inc., in the amount of \$55,668,537, to prepare the Planning and Environmental Study for the Vermont Transit Corridor, subject to resolution of any properly submitted protest(s), if any, and;
- B. AUTHORIZE the CEO to execute individual Contract Modifications within the Board-approved Contract Modification Authority.



# Background

- > Measure M Project - \$425M for transit improvements
- > Metro has completed two technical studies evaluating BRT and rail options along the corridor
- > June 2022: Completed community engagement and Community Based Partnership Program (CPP)
- > September 2022: Board direction to advance the Vermont Transit Corridor with a three-pronged strategy:
  - Near-term: improved bus service and bus-only lanes on select segments
  - Medium-term: a full BRT corridor project
  - Long-term: a rail project to be delivered as funding becomes available



# Environmental Contract Award

## > Part 1: BRT Alternatives

- Base Contract: Alternatives Analysis, Advanced Conceptual Engineering (ACE), and CEQA Exemption per SB 922
- Optional Tasks: NEPA environmental analysis and preliminary engineering

## > Part 2: Rail Alternatives

- Base Contract: CEQA EIR/ACE
- Optional Task: NEPA EIS
- Will commence upon completion of environmental clearance of BRT

> 41.16% Commitment for Disadvantaged Business Enterprise (DBE), goal set at 27%





# Alternatives Under Consideration

## > Bus Rapid Transit (BRT) Alternatives

- End-to-end side-running concept
- End-to-end center-running concept
- Combo side & center-running concept

## > Rail Alternatives

- Light Rail Transit with grade separations
- Two Heavy Rail Transit options: one connected to Metro B (Red) Line and stand-alone option from Wilshire/Vermont south



# Next Steps

October 2023 – Execute contract and initiate work on the planning, environmental, and design work needed for the Vermont Transit Corridor Project





## Board Report

File #: 2023-0526, File Type: Program

Agenda Number: 18.

### PLANNING AND PROGRAMMING COMMITTEE SEPTEMBER 20, 2023

**SUBJECT: AWARD RECOMMENDATIONS FOR VISIONARY SEED FUND COMPETITIVE GRANT PROGRAM**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATION**

CONSIDER:

- A. APPROVING the recommended Visionary Seed Fund competitive grant program funding awards totaling \$2,559,090 (Attachment A);
- B. AUTHORIZING the Chief Executive Officer (CEO) or her designee to negotiate and execute all necessary agreements for approved projects; and
- C. AUTHORIZING the CEO or her designee the authority to administratively approve minor changes to the scope of work of approved Visionary Seed Fund awards.

#### **ISSUE**

Measure M allocates \$20 million over 40 years to the Visionary Seed Fund (VSF), and the Measure M Final Guidelines give Metro authority to make \$1.5 million available every three years through a competitive grant process to fund Metro, Municipal Operator, and Local Operator pilot projects that "help spark and develop innovative mobility concepts in Los Angeles County." In March 2023, Metro launched the first competitive grant cycle. Since unused VSF funds had rolled over from 2017, Metro released \$3 million for grant awards.

#### **BACKGROUND**

On November 15, 2022, at CoMotion LA, Metro announced that the first VSF grant cycle would seek pilots that test and assess strategies that demonstrate through measurable outcomes how to grow ridership to pre-COVID levels and beyond. Staff briefed the Policy Advisory Council (PAC), Bus Operations Subcommittee (BOS), Local Transit Systems Subcommittee (LTSS), and local transit General Managers about the grant program. Further, staff hosted two Metro internal webinars, and on March 8, 2023, Metro hosted a VSF Innovation Forum, attended by local operators, community-

---

based organizations, and private companies interested in learning more about the program. Staff released a Notice of Funding Opportunity (NOFO) following the Forum.

## **DISCUSSION**

The first VSF grant cycle made three million available using accumulated unspent funds from 2017. Eligible applicants are Metro, Municipal Operators, and Local Operators. Applicants were encouraged to team with private, public, and/or non-profit partners to deliver their proposed pilot project. Applicants were required to team with at least one research partner to evaluate the effectiveness of the pilot. Project eligibility was broad, with requirements that projects be visionary, innovative, and provide a clear solution for addressing transit ridership.

Metro received four applications from eligible applicants: two applications from Metro, one from Torrance Transit, and one from the City of West Covina. A matrix of applications received from eligible applicants is included in this report as Attachment A. (Metro received eight applications in total; however, four applications were received from ineligible applicants, meaning an application that did not include an LA County-based public transit operator.) The evaluation criteria are included in this report as Attachment B.

### **Recommended Awards**

The evaluation committee, comprised of three Metro staff and two external evaluators, recommended Torrance Transit, the City of West Covina, and Metro TEAMSUN to be awarded the full amount of requested funds.

#### *Torrance Transit - Connect Torrance*

Microtransit service that delivers first-last mile connections to Old Town Torrance, Giordano Transit Center, and El Camino College, as well as citywide service for targeted populations (e.g. Seniors and Dial-A-Ride Program participants). Staff recommend awarding the project a full award of \$1,000,000.

#### *City of West Covina - West Covina On-Demand*

Microtransit service to supplement city shuttle service as well as provide a first-last mile connection to Metrolink. Staff recommend awarding the project a full award of \$659,090.

#### *Metro - Transit Entrepreneurship Arts Mobility & Safety Uplift Network (TEAMSUN)*

A multi-pronged approach to station intervention at Westlake / MacArthur Park, Leimert Park, and Willowbrook / Rosa Parks Stations. The evaluation committee requested clarifications on the scope and project partner roles and responsibilities. Given Metro TEAMSUN's compliance with this request, staff recommend awarding the project a full award of \$900,000.

The evaluation committee did not recommend awarding funds to the Metro Call Point application as it did not sufficiently demonstrate how the project would increase transit ridership. Unallocated available funds will roll over to future grant cycles.

### **Administrative Scope Changes**

---

Grant recipients may request minor amendments to their project after the Board approves this item. The proposed recommendation will delegate to the CEO or her designee the authority to administratively approve minor changes to the scope of work. Minor changes include those which meet all the following criteria: 1) The scope change is consistent with the defined project limits as approved by the Board; 2) the scope of work, as modified, continues to meet the original intent of the approved project scope; and 3) the parties shall maintain the original grant to grantee funding commitment ratio.

### Program Participation, Evaluation, and Recommendations

Staff engaged in informal outreach to LA County-based transit agencies to understand why they did not apply to the program. Feedback from local agencies suggests that the 40% local match requirement was too high, and the administrative burden on staff for the available funds was too great. Staff will further explore what future changes to VSF activities would result in making more funds accessible to local transit operators. Staff will return to the Board before the next grant cycle with recommendations for suggested program improvements.

### **DETERMINATION OF SAFETY IMPACT**

There is no direct safety impact associated with the recommended action.

### **FINANCIAL IMPACT**

Adoption of Award Recommendations for the Visionary Seed Fund competitive grant program would have a not-to-exceed \$3 million impact on the agency over the 30-month grant period of performance.

#### Impact to Budget

Measure M allocates \$20 million over 40 years for VSF. The first grant cycle made three million available for eligible applicants. The FY24 Budget includes funds to disburse to award recipients. Awarded projects agree to a 30-month period of performance, and the Office of Strategic Innovation will be responsible for budgeting funds in future years.

### **EQUITY PLATFORM**

The recommended action awards funds to three eligible projects. VSF applications were scored on a 100-point scale, with up to 15 points awarded for projects that benefit riders and communities, especially Equity Focus Communities (EFCs), and improve system accessibility. Applicants were also required to submit an Equity Statement describing how the project addressed equity, accessibility, and/or environmental justice concerns within the community.

The Torrance Transit project will establish a new microtransit zone that connects with six Torrance Transit fixed-route bus lines that serve 15% of Metro EFCs. 70% of Metro EFCs served by these lines are identified as Very High Need. Metro EFCs comprise nearly one-quarter of the West Covina microtransit zone and SB 535 Disadvantaged Communities comprise nearly one-third. Metro

---

TEAMSUN will provide multiple resources aimed at delivering a positive equity impact in the communities surrounding West Lake / MacArthur Park, Leimert Park, and Willowbrook / Rosa Parks Stations. All three stations are located within EFCs, two of which are designated as Very High Need. All three projects test and assess strategies that demonstrate through measurable outcomes how to grow ridership to pre-COVID levels and beyond.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The selected projects advance several Strategic Plan goals, including the following:

- Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. Awarded projects will deliver new mobility options for riders as well as enhance stations areas and multimodal connections.
- Goal 3: Enhance communities and lives through mobility and access to opportunity. Awarded projects will increase community connectivity as well as generate new opportunities for economic empowerment.

### **ALTERNATIVES CONSIDERED**

The board could elect not to approve the recommended project awards for funding; however, this is not recommended as Visionary Seed Fund is a Measure M multi-year subregional program that aims to increase transit ridership in LA County.

### **NEXT STEPS**

With Board approval, Staff will negotiate and execute grant agreements with awardees and work with award recipients to ensure their projects comply with VSF program requirements and Measure M Guidelines. Staff will return to the Board before the next grant cycle with recommendations to improve the VSF program and increase accessibility to program funds.

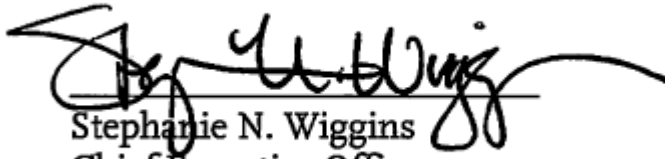
### **ATTACHMENTS**

Attachment A - Visionary Seed Fund Competitive Grant Program Award Recommendations

Attachment B - Visionary Seed Fund Competitive Grant Program Evaluation Criteria

Prepared by: Henry Phipps, Sr. Transportation Planner, (213) 922-3738  
Shaun Miller, Sr. Director, Special Projects, (213) 922-4952

Reviewed by: Seleta Reynolds, Chief Innovation Officer, (213) 922-4098



Stephanie N. Wiggins  
Chief Executive Officer

## ATTACHMENT A

### Visionary Seed Fund Competitive Grant Program Award Recommendations

Applicant	Project Name	Evaluation Score	Funding Request	Award Recommendation
<b>City of Torrance</b>	Connect Torrance	77.9	\$1,000,000	\$1,000,000
<p>Microtransit service that delivers first-last mile connections to Old Town Torrance, Giordano Transit Center, and El Camino College, as well as citywide service for targeted populations (e.g. Seniors and Dial-A-Ride Program participants). The project would deploy seven fully electric shuttles, three of which are wheelchair accessible. Torrance will operate wheelchair accessible vehicles (WAVs) at an equivalent level of service as non-WAV. The service is designed to support community anchors as well as regional Torrance Transit bus lines that connect to surrounding cities. Torrance Transit estimates that the service will result in approximately 36,500 unlinked passenger trips for local travel and 33,500 first-last-mile trips in connection with the Mary K. Giordano Regional Transit Center. Torrance fixed-route service carried approximately two million riders in 2022, which was approximately 60% of pre-pandemic levels. The proposed service area is comprised of several SB 535 Disadvantage Communities and connecting bus routes serve 15% of Metro’s Equity Focused Communities (EFCs). Staff recommend awarding the project a full award of \$1,000,000.</p>				
<b>City of West Covina</b>	West Covina On-Demand	70.0	\$659,090	\$659,090
<p>Microtransit service to supplement city shuttle service as well as provide a first-last mile connection to Metrolink. The project would deploy five shuttles, one of which is wheelchair accessible. The project seeks to further address equity by increasing access to employment opportunities as well as accessibility for residents who do not own a car or who choose to drive. West Covina fixed-route ridership in FY21 was 19% of FY16 and 30% of FY19. The applicant seeks to use Microtransit to foster community connections. West Covina estimates the service will generate 1,470 rides per week (6,000 rides per month). If successful, the City anticipates the service will surpass current annual fixed-route ridership. Nearly one-third of the proposed service area is considered an SB 535 Disadvantaged Community. Staff recommend awarding the project a full award of \$659,090.</p>				
<b>LA Metro</b>	Transit Entrepreneurship Arts Mobility & Safety Uplift Network (TEAMSUN)	68.5	\$900,000	\$900,000
<p>A multi-pronged approach to station intervention at Westlake / MacArthur Park, Leimert Park, and Willowbrook / Rosa Parks Stations. The application proposes to increase transit ridership by fostering a people-connected transit system that strengthens the local economy through cultural tourism, micro-entrepreneurism, and support for local small businesses. The evaluation committee requested clarifications on the scope and project partner roles and responsibilities. Given Metro TEAMSUN’s compliance with this request, staff recommend awarding the project a full award of \$900,000.</p>				
<b>LA Metro</b>	Metro Call Point (MCP)	66.2	\$1,800,000	\$0
<p>Call point units to replace P-TELS, E-TELS, and G-TELS. Staff do not recommend awarding funds to the project.</p>				



## **ATTACHMENT B**

### Visionary Seed Fund Competitive Grant Program Evaluation Criteria

#### Impact (50 Points)

- Project contributes to ridership growth (25 Points)
- Project demonstrates innovation (10 Points)
- Project benefits riders and local communities, especially Equity Focus Communities, and improves system accessibility (15 Points)

#### Scalability & Collaboration (50 Points)

- Project demonstrates readiness and/or feasibility (10 Points)
- Project demonstrates realistic and achievable schedule (10 Points)
- Project demonstrates scalability and potential for wider adoption (10 points)
- Project team demonstrates experience and expertise for implementing the project (10 Points)
- Project demonstrates alignment with [Vision 2028](#) and other regional transportation goals (10 Points)

TOTAL: 100 Points

# ◆ Award Recommendations for Visionary Seed Fund Competitive Grant Program

Planning and Programming Committee  
September 20, 2023



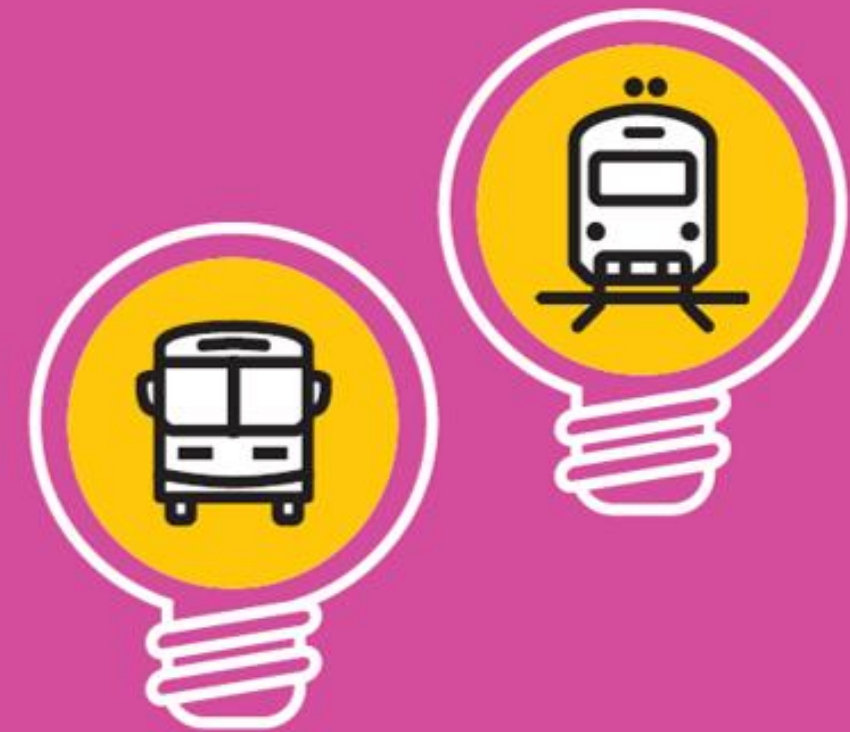
# Visionary Seed Fund (VSF) Background

- Measure M makes \$20 million available over 40 years (FY2018-2057)
  - Multi-year Subregional Program
  - Measure M Final Guidelines makes \$1.5 million available every three years through a competitive grant process and unused funds roll over
- Goal to “help spark and develop innovative mobility concepts for Los Angeles County.”
- Eligible applicants include Metro, Municipal Operators, and Local Operators

# Visionary Seed Fund (VSF) Background

- Hosted Innovation Forum and released NOFO in March
  - \$3 million available for projects focused on ridership recovery
- Four applications from eligible applicants
  - Metro (2), Torrance Transit, and City of West Covina
- ~\$5 million requested from eligible applicants
- Three project themes:
  - Microtransit (2)
  - Rail station / community activation
  - Safety / communications equipment replacement

## Visionary Seed Fund *Innovation Forum*



## Recommended Awards

- Connect Torrance Microtransit
  - Microtransit service that delivers first-last mile connections to Old Town Torrance, Giordano Transit Center, and El Camino College and citywide service for targeted populations
  - \$1 million awarded (full amount requested)
- West Covina On-Demand
  - Microtransit service to supplement city shuttle service as well as first-last mile connection to Metrolink
  - \$659,090 awarded (full amount requested)
- Metro Transit Entrepreneurship Arts Mobility and Safety Uplift Network (TEAMSUN)
  - A multi-pronged approach to station intervention at Westlake/MacArthur Park, Leimert Park, and Willowbrook/Rosa Parks Stations that includes cultural tourism, micro-entrepreneurism, and support for local small businesses
  - \$900,000 awarded (full amount requested)



# Next Steps

- Staff to negotiate and execute grant agreements with awardees
  - Work with award recipients to ensure their projects comply with VSF program requirements and Measure M Guidelines
- Staff will return to the Board before the next grant cycle with recommendations to improve the VSF program and increase accessibility to program funds



# Recommendations

- APPROVING the recommended Visionary Seed Fund competitive grant program funding awards totaling \$2,559,090.
- AUTHORIZING the Chief Executive Officer (CEO) or her designee to negotiate and execute all necessary agreements for approved projects; and
- AUTHORIZING the CEO or her designee the authority to administratively approve minor changes to the scope of work of approved Visionary Seed Fund awards.



Board Report

File #: 2023-0412, File Type: Contract

Agenda Number: 22.

**CONSTRUCTION COMMITTEE  
SEPTEMBER 21, 2023**

**SUBJECT: CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE SR91 PROJECTS**

**ACTION: APPROVE RECOMMENDATIONS**

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. AWARD a cost plus fixed fee contract, Contract No. AE94982, to Arcadis U.S. Inc , for Construction Management Support Services for State Route 91 (SR91) Projects, for the not-to-exceed amount of \$65,149,457.24, for a base term of seven (7) years subject to resolution of any properly submitted protest(s), if any; and
- B. EXECUTE individual Task Orders and modifications within the Board approved not-to-exceed amount.

**ISSUE**

A Construction Management Support Services (CMSS) is required to assist Metro staff in construction management oversight for two highway construction projects on SR91. Support services will begin in the construction contract procurement phase, continue through pre-construction activities and construction, and culminate in the construction contract close. The CMSS will assist Metro staff with ensuring compliance with contract requirements and government regulations.

**BACKGROUND**

**Eastbound SR-91 Atlantic Avenue to Cherry Avenue**

The project is in the City of Long Beach and adjacent to the City of Paramount and consists of an auxiliary lane on Eastbound State Route 91 within a 1.4-mile segment from the Southbound Interstate 710 to EB SR-91 connector, to Cherry Avenue. The proposed improvements include the construction of an auxiliary lane on eastbound SR-91 from Atlantic Avenue to Cherry Avenue to improve safety and capacity during peak hours.

**Westbound SR-91 Shoemaker Avenue to Alondra Boulevard**

The project is in the Cities of Cerritos and Artesia and consists of improving approximately 3 miles of



freeway along Westbound State Route 91 (WB-91) between approximately Shoemaker Avenue and the Interstate 605 (I-605) interchange, and at the I-605 northbound exit to Alondra Boulevard. The proposed improvements include, and are not limited to:

- a. Capacity and safety enhancements to the SR-91 and I-605 interchange to create a three-lane exit from westbound SR-91 to I-605: a one-lane I-605 southbound connector, and a two-lane I-605 northbound connector.
- b. Improve functionality of the Norwalk, Pioneer Boulevard, and SR-91/I-605 connector interchanges by increasing merging/weaving distances and eliminating problematic on-ramp features.
- c. Improve safety through simplified lane exit movements at Alondra Boulevard and northbound I-605 mainline.

Even though this project was scoped and initiated before the adoption of Metro's Objectives for Multimodal Highway Investment (June, 2022), it is consistent with those objectives given that: 1) implementation of the project will not require any displacements; 2) the project supports traffic mobility, enhanced safety, economic vitality and access to opportunity, and; 3) multi-modal features were incorporated in the scope of the project (on local arterials) through an integrated planning approach to address the needs of local communities, and create a safer transportation system. Further, no residential or business displacements or property acquisitions are necessary for these two projects.

## **DISCUSSION**

### Findings

The Projects are design-bid-build projects, meaning that all design plans and specifications have been completed by Metro's design consultants prior to the award of a construction contract. As such, it is beneficial to have additional technical reviews of those technical bid documents by a consultant team to minimize risks to Metro during bidding and construction. The CMSS will provide review support of the technical bid documents, administration, inspection services, and technical support during the bid period, and construction and close out phases of the project. The CMSS will provide skilled individuals to assist Metro with the construction management of the projects. The consultant team will reside in an integrated project field office with Metro staff.

### Considerations

The selected proposer has the experience and competence in construction support services, design bid-build, and integrated team structures on some of the most challenging and complex projects in Los Angeles County. The CMSS Contract is for a base term of seven (7) years plus two (2) one-year options. The CMSS Contract will be a cost plus fixed fee contract, meaning the consultant services will be performed within the cost constraints of an Advanced Cost Agreement (ACA). The ACA will include negotiated direct labor rates, indirect cost rates, general and administrative expenses (if applicable), fixed fee, and negotiated labor hours for the level of effort to match the work. The

---

contract will be funded on a task order basis from the two project budgets with consideration given to information available at the time of planning and applicable time constraints on the performance of the work. MetroProgram Management shall ensure that strict project controls are in place so that Metro may closely monitor the expenditure of the contract not-to-exceed amount and schedule. No funds are obligated until negotiations for each task order are finalized within the total not-to-exceed amount approved by the Board.

### **DETERMINATION OF SAFETY IMPACT**

Approval of this item will have no impact on safety.

### **FINANCIAL IMPACT**

The Projects are fully funded through a combination of Measure R and State TCEP funds. They are funded on a fiscal year basis under project numbers 460351 and 462314 in cost center 8510, under various accounts including Professional/Technical Services and ROW acquisitions. The CMSS contract work scope will be planned and funded on an annual basis until the Life of Project Budget is established. It is the responsibility of the Project Manager and Chief Program Management Officer to budget for this project in future fiscal years.

#### **Impact to Budget**

The source of funds for this recommendation are Measure R Highway Capital and Measure M Highway Capital. No other funds have been considered. These funds are not eligible for Metro's operations of bus and rail.

### **EQUITY PLATFORM**

The two projects this contract will support are located within Equity Focus Communities. No Residential or business displacements or property acquisitions are necessary for the project. Proposed improvements would disproportionately serve an overwhelming majority Black, Indigenous, and/or other People of Color (BIPOC) community. The Project will improve safety for people along the project corridor during construction, by providing a community engagement program with the goals of building project awareness, sharing project information, identifying key issues and concerns important to the public, and integrating public feedback into the project during the construction phase. Metro will provide ongoing multilingual outreach to and engagement with all project stakeholders to ensure they are kept informed of the project's construction progress as well as its impact on local communities. Stakeholders are also made aware of associated mitigation measures deployed by the project to lessen or reduce construction related impacts. In addition to general stakeholders, Metro also engages local government officials as they develop public outreach plans to ensure consistency with the projects approved environmental mitigations. To ensure maximum opportunity for participation on this contract, Metro staff performed extensive outreach to the small business community, including those within the Disadvantaged Veterans Business Enterprise and the Small Business Enterprise programs. The solicitation was advertised through periodicals of general circulation, posted on Metro's Vendor Portal, and an e-mail notice to small businesses with applicable NAICS codes. The Construction Management Team presented at TBAC and attended meetings with the Small Business Community to further define the experience and background for this solicitation.

The Proposal Evaluation Team was comprised of department personnel that were age, race, and gender diverse.

Contract No. AE94982 includes a twenty-seven (27%) goal for Small Business Enterprise (SBE), as well as a three (3%) Disadvantaged Veteran Business Enterprise requirement of the Total Contract Price. Arcadis U.S. Inc., made a commitment of 28.05% SBE and a 3.02% DVBE commitment. DEOD will actively monitor the consultant and their subcontracting plan to ensure the awarded party will uphold their commitment to the SBE and DVBE goals during the Contract term

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Project is consistent with the following Metro Vision 2028 Goals and Objectives:

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

Goal 3: Enhance communities and lives through mobility and access to opportunity.

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

### **ALTERNATIVES CONSIDERED**

The Board could direct Metro staff to perform construction support tasks with current in-house resources. This alternative would require Metro to divert resources from on-going projects and/or hire multiple full-time personnel that are not immediately available or funded. Additionally, this decision would result in schedule delays and cost increases for these projects. In addition, Metro received TCEP grants and as the implementing agency assumes responsibility and accountability for the use and expenditure of program funds.

Staff are concurrently addressing the possibility of Caltrans administering future highway projects funded through Measure R and Measure M, with the exception of future soundwall projects or any projects currently past 30% design under Metro contracts.

### **NEXT STEPS**

After Board approval of the recommended action, staff will complete the process to award and execute Contract No AE94982.

### **ATTACHMENTS**

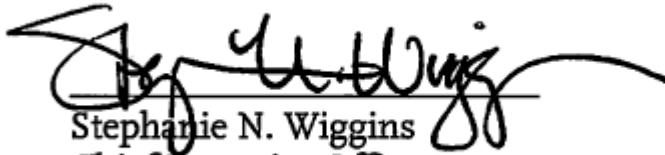
Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by: Michelle McFadden, Deputy Executive Officer, Project Management (213) 922-3026  
Brad Owen, Interim Senior Executive Officer, Project Management (213) 418-3143  
Debra Avila, Deputy Chief Vendor/Contracts Management Officer, (213) 418-3051

Reviewed by:

Sameh Ghaly, Interim Chief Program Management Officer, (213) 418-3369



Stephanie N. Wiggins  
Chief Executive Officer

## PROCUREMENT SUMMARY

**CONSTRUCTION MANAGEMENT SUPPORT SERVICES (CMSS)  
FOR THE SR-91 PROJECTS  
CONTRACT NUMBER AE94982MC082**

1.	<b>Contract Number:</b> AE94982MC082	
2.	<b>Recommended Vendor:</b> Arcadis U.S. Inc.	
3.	<b>Type of Procurement (check one):</b> <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.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> December 22,2022	
	<b>B. Advertised/Publicized:</b> December 15,2022	
	<b>C. Pre-Proposal Conference:</b> January 10, 2023	
	<b>D. Proposals Due:</b> February 22, 2023	
	<b>E. Pre-Qualification Completed:</b> June 12, 2023	
	<b>F. Ethics Declaration Form Submitted to Ethics:</b> February 24, 2023	
	<b>G. Protest Period End Date:</b> September 25, 2023	
5.	<b>Solicitations Picked up/Downloaded:</b> 160	<b>Proposals Received:</b> 8
6.	<b>Contract Administrator:</b> Rafael Vasquez	<b>Telephone Number:</b> 213-418-3036
7.	<b>Project Manager:</b> Michelle McFadden Quinn	<b>Telephone Number:</b> 213-922-3026

**A. Procurement Background**

This Board Action is to approve the award of Contract No. AE94982MC082, Construction Management Support Services (CMSS) for the SR-91 Projects, to the most qualified firm, Arcadis U.S. Inc. (Arcadis) to provide construction management support services that will assist and support Metro Program Management in the performance of Metro's responsibilities managing the Construction of the SR-91 Projects: Eastbound State Route 91 (EB-91) and Westbound State Route 91 (WB-91). Services will include construction management, administration of construction contracts, equipment and services required to support the management of the projects. Board approval is subject to resolution of any properly submitted protest.

The Request for Proposals (RFP) was an Architectural and Engineering (A&E) qualifications-based procurement process performed in accordance with the Los Angeles Metropolitan Transportation Authority (Metro) Procurement Policies and Procedures, and California Government code §4525-4529.5 for Architectural and Engineering services. The contract type is a Cost-Plus Fixed Fee (CPFF) for a term of seven (7) years.

A virtual pre-proposal conference was held on January 10, 2023, in accordance with the California Governor Executive Order N-33-20 related to COVID-19. The event was attended by 143 individuals, and one hundred sixty (160) individuals from various firms downloaded the RFP package.

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

- Amendment No. 1, issued on January 3, 2023, provided vendors the virtual link information to attend the Pre-proposal Conference;
- Amendment No. 2, issued on January 20, 2023, clarified submittal requirements and revised scope of services; and,
- Amendment No. 3, issued on February 10, 2023, clarified, and revised the number of pages required for Volume I - Technical Proposal, under the submittal requirements.

A total of eighty-one (81) questions were submitted during the solicitation period and responses were released to all firms that obtained the RFP prior to the proposal due date. A total of eight (8) proposals were received from the following proposers on the proposal due date of February 22, 2023. The proposers are listed in alphabetical order:

1. AECOM Technical Services, Inc.
2. Arcadis U.S. Inc.
3. Bureau Veritas North America
4. Gateway Partners, A SBE-led Joint Venture
5. Ghirardelli Associates, Inc.
6. Parsons Transportation Group Inc.
7. Psomas
8. WSP USA Inc.

## **B. Evaluation of Proposals**

A Proposal Evaluation Team (PET) consisting of staff from Metro's Program Management and Countywide Planning and Development departments was convened and conducted a comprehensive evaluation of the technical proposals received in accordance with the evaluation criteria set forth in the RFP.

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

- |  |            |
|--|------------|
| • Experience and Capabilities of Firms on the Team | 35 percent |
| • Experience and Capabilities of the Key Personnel | 30 percent |
| • Project Understanding and Approach               | 35 percent |

The evaluation criteria are appropriate and consistent with criteria developed for other, similar A&E procurements. Several factors were considered when developing these weights, giving the greatest importance to the Experience and Capabilities of the Firms on the Team, and Project Understanding and Approach.

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

Of the eight proposals received, four were determined to be within the competitive range, after the initial scoring and ranking of the written proposals. The four firms within the competitive range are listed below in alphabetical order:

1. AECOM Technical Services, Inc.
2. Arcadis U.S. Inc.
3. Bureau Veritas North America
4. WSP USA Inc.

The four other proposers were determined to be outside the competitive range and were not included for further consideration. Those four firms were outside the competitive range because it was determined that each had little or no chance of scoring high enough to be determined to be most qualified. The four firms that were outside of the competitive range were notified on May 22, 2023.

During the week of June 1, 2023, the four proposers in the competitive range made oral presentations to the PET. The proposers' project managers and key personnel had an opportunity to present each team's qualifications and respond to the evaluation committee's questions. In general, each proposing 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, and perceived project issues. Each Proposer was asked questions relative to their proposal and their team's previous experience. The Arcadis' team demonstrated a clear understanding of the risks and challenges associated with these types of projects and provided examples from prior projects of how the team overcame those challenges.

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

Arcadis is a global design, engineering and management consulting company based in Irvine , CA with local offices in the Los Angeles area. It currently operates more than 350 offices across 40 countries. Arcadis demonstrated expertise and a history of construction management support services for Caltrans projects in Orange County, Lake Elsinore, and San Bernardino areas.

The proposed project manager has experience working on the agency side managing CMSS contracts but also has many years of experience working as a construction contractor, bringing an enhanced understanding of both sides of the construction industry. Arcadis demonstrated experience with similar construction management efforts with different multiple agencies including OCTA, Metro and RCTC, the City of Long Beach, and Caltrans. Arcadis demonstrated experience on projects including I-15 Baseline that resulted in no claims and had many of the same challenges as EB and WB SR-91 projects, including retaining walls, demolition of bridges, multiagency coordination, utilities, temporary bridges.

Additionally, Arcadis highlighted the I-5 Widening project in Orange County, including utility relocation and bridge replacement similar to the EB SR-91 project. Arcadis presented their understanding of key EB SR-91 challenges, including lane closures and demolition of retaining/sound walls and how they would minimize these issues. Key staff highlighted personal connection to the project area for EB SR-91 working in close partnership with the community specially along 67<sup>th</sup> street, detour issues at Atlantic and Orange, impacts to Long Beach and Metro bus stops, bicycle paths, etc.

Arcadis explained the major risks, including cost and budget escalation, maintenance of traffic, time related overhead, environmental commitment record, inflation/escalation, etc. Arcadis recommended a proposed solution related to a detailed constructability review and being proactive at resolving and ironing out any design issues upfront. In addition, Arcadis committed to a full review and restructuring of the schedule to validate the approach.

Arcadis provided specific examples of how lessons learned would be transferred from EB to WB SR-91 projects, including transferring team from one project to the other and including monthly meetings to share information and lessons learned, co-locate teams in the same PMO, and utilize some of the same key personnel for critical path items including utility relocations and bridge widening/replacements.

Finally, Arcadis excelled during the oral presentation, clearly identifying project challenges and preliminary solutions, highlighting previous relevant experience in managing those challenges, and demonstrating a cohesive team, including leveraging the strengths of each key staff.

After a thorough evaluation of the written proposals and oral presentations, the PET's recommendation in the order of ranking is shown in the table below:

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	<b>Arcadis</b>				
3	Experience and Capabilities of Firms on the Team	88.89	35.00%	31.11	
4	Experience and Capabilities of the Key Personnel	86.67	30.00%	26.00	
5	Project Understanding and Approach	79.21	35.00%	27.72	
6	<b>Total</b>		<b>100.00%</b>	<b>84.83</b>	<b>1</b>
7	<b>WSP USA Inc.</b>				
8	Experience and Capabilities of Firms on the Team	85.67	35.00%	29.99	
9	Experience and Capabilities of the Key Personnel	83.17	30.00%	24.95	



10	Project Understanding and Approach	84.27	35.00%	29.50	
11	<b>Total</b>		<b>100.00%</b>	<b>84.44</b>	<b>2</b>
12	<b>AECOM Technical Services, Inc.</b>				
13	Experience and Capabilities of Firms on the Team	81.78	35.00%	28.62	
14	Experience and Capabilities of the Key Personnel	80.33	30.00%	24.10	
15	Project Understanding and Approach	81.58	35.00%	28.55	
16	<b>Total</b>		<b>100.00%</b>	<b>81.27</b>	<b>3</b>
17	<b>Bureau Veritas North America</b>				
18	Experience and Capabilities of Firms on the Team	78.89	35.00%	27.61	
19	Experience and Capabilities of the Key Personnel	82.50	30.00%	24.75	
20	Project Understanding and Approach	80.00	35.00%	28.00	
21	<b>Total</b>		<b>100.00%</b>	<b>80.36</b>	<b>4</b>

### C. Cost/Price Analysis

A cost analysis of the elements of cost including labor rates, indirect rates and other direct costs was completed in accordance with Metro's Procurement Policies and Procedures, including fact-finding, clarification and cost analysis and the cost factors were determined to be fair and reasonable. Metro negotiated and established indirect cost rates and as appropriate provisional indirect (overhead) rates, plus a fixed fee factor to establish a fixed fee amount based on the total estimated cost of performance of the Scope of Services, during the contract term.

The following table reflects the total estimated cost-plus fixed fee for the staffing plan provided in the RFP for the base 7 years of the contract.

<b>Proposer Name</b>	<b>Proposal Amount <sup>(1)</sup></b>	<b>Metro ICE <sup>(2)</sup></b>	<b>Negotiated or NTE amount</b>
Arcadis	\$65,937,772.42	<b>\$55,313,169.07</b>	<b>\$65,149,457.24</b>

- (1) The cost proposal amount is for the base years (7 years) including fixed fee, other direct costs such as equipment vehicles, PMO office and indirect costs.
- (2) ICE amount is based for the base years (7 years) including fixed fee, direct labor rates and indirect costs. The ICE amount did not include costs for PMO Office leases, construction vehicle equipment costs (insurance, lease, fuel) and office equipment. The ICE used blended direct labor rates based on Estimating's records.

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

The recommended firm, Arcadis, is a global design, engineering and management consulting company based in Irvine, CA with local offices in the Los Angeles area. The Firm will be operating out of their Los Angeles area office. It currently operates in excess of 350 offices across 40 countries. Arcadis has expertise and a history of construction management support services for Caltrans projects in Orange County, Lake Elsinore, and San Bernardino areas. Other projects include LA Paz Bridge and Road Widening Improvements Mission Viejo, CA, I-5 Widening Project SR 73 and OSO Parkway, South Orange County, CA, SR 57/Lambert Avenue interchange Brea, CA, CHSR CP2-3 Selma, CA

The proposed project manager is a registered Professional Civil Engineer and has over 40 years of heavy civil experience that include the delivery of over 11 State Highway projects with Caltrans oversight including 1-15, SR-91, SR-57, I-5, SR-20, I-10, SR-101, and SR-138 on either the client side (Caltrans) or the GC side.

## DEOD SUMMARY

**CONSTRUCTION MANAGEMENT SUPPORT SERVICES (CMSS)  
FOR THE SR-91 PROJECTS  
CONTRACT NUMBER AE94982MC082**

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) established a 28% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) goal for this solicitation. Arcadis U.S. Inc. exceeded the goal by making a 28.05% SBE and 3.02% DVBE commitment.

<b>Small Business Goal</b>	<b>28% SBE 3% DVBE</b>	<b>Small Business Commitment</b>	<b>28.05% SBE 3.02% DVBE</b>
----------------------------	----------------------------	----------------------------------	----------------------------------

	<b>SBE Subcontractors</b>	<b>% Committed</b>
1.	Berg & Associates, Inc.*	12.23%
2.	Costin Public Outreach Group, Inc.	2.89%
3.	Z&K Consultants, Inc.	10.06%
4.	ZT Consulting Group, Inc.*	2.87%
	<b>Total SBE Commitment</b>	<b>28.05%</b>

	<b>DVBE Subcontractors</b>	<b>% Committed</b>
1.	RMP Safety Services dba American Safety Group	3.02%
	<b>Total DVBE Commitment</b>	<b>3.02%</b>

**B. Local Small Business Preference Program (LSBE)**

The LSBE Preference Program is not applicable to A&E. In accordance with the California Government Code Section 4525, et seq, only a competitor's qualifications to perform the architectural and engineering services are to be evaluated. Arcadis listed two LSBE firms as indicated by (\*).

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

The Living Wage and Service Contract Worker Retention Policy 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).

**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 \$2.5 million.



## Board Report

---

File #: 2023-0163, File Type: Budget

Agenda Number: 23.

---

### CONSTRUCTION COMMITTEE SEPTEMBER 21, 2023

**SUBJECT: CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR METRO CAPITAL PROJECTS**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATION**

AUTHORIZE:

- A. an increase to the total authorized funding for Contract No. AE76301MC081 with Zephyr Rail, for pending and future task orders to provide Construction Management Support Services (CMSS), in an amount not to exceed \$5,750,000.00, increasing the total contract value from \$3,519,211 to \$9,269,211; and
- B. the Chief Executive Officer to execute individual Task Orders (TOs) and Contract Modifications within the Board approved contract funding amount.

#### **ISSUE**

In October 2021, the Metro Board awarded contract AE76301MC081 to Zephyr Rail, a Metro Small Business Enterprise and female-owned firm, for CMSS for Capital Projects in an amount of \$3,519,211 for a term of three years, inclusive of two one-year options. Staff has awarded task orders totaling \$2,773,000 and now has approximately \$746,211 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 Zephyr Rail is to provide skilled and qualified staff to augment Metro staff in the performance of construction management services for Metro's capital projects as well as adjacent projects and joint development. Both Metro and Zephyr Rail staff work side-by-side in Integrated Project Management Offices (IPMO). In essence, the Zephyr Rail contract allows Metro to augment Metro construction management staff efficiently and effectively 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. This contract is funded solely through Board approved life of project budgets or annual project budgets, and funds are authorized by issuing separate task orders for various projects using labor classifications and rates set forth in the contract. This method of funding and task allocation under the contract results in more efficient cost and schedule management, since task orders and modifications to existing task orders are negotiated and issued as the work or changed work is identified and defined. Metro prepares a scope of work and an estimate of hours for each task order or modification, and Zephyr Rail subsequently provides a proposal. If there is a discrepancy, Metro and Zephyr Rail will fact-find and negotiate the hours. After an agreement, the task order is issued, and the work proceeds.

## **DISCUSSION**

The initial \$3,519,211 contract award was calculated based on three years of small to midsize task orders, primarily for Resident Engineers, Office Engineers, Inspectors, and night-time oversight on construction job sites for capital projects. However, due to the technical expertise of Zephyr Rail'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. Zephyr Rail's services are also being used to support projects funded by departments outside of Program Management. For example, Zephyr Rail was able to provide inspection support for Metro Facilities grouting and repairs within the Red Line tunnel, and oversight for adjacent development construction along multiple rail lines. Metro construction management is currently supporting 102 projects related to joint development, adjacent development, and overhead and underground utilities, a project workload that is anticipated to grow to over 140 projects in the next two years. Therefore, due to the substantial growth of the adjacent and joint development efforts, many of which support Metro and the City of Los Angeles' affordable housing goals, and Zephyr's ability to support additional transportation projects, the contract value and construction modification authority were consumed at a more rapid pace than anticipated at the time of award.

Budget forecasts project future needs with a total value of \$5,750,000 in staff augmentation for projects related to adjacent projects, joint development, and underground and overhead utility coordination work. A listing of the current task orders, proposed projects, and a forecasted task order estimate is included in Attachment B. As shown in the attachment, the requested contract value is \$9,269,211.

## **DETERMINATION OF SAFETY IMPACT**

This action will have no detrimental impacts on safety.

## **FINANCIAL IMPACT**

---

Task Orders will be issued and funded from the associated 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 budget for each respective project.

Since this is a multi-year contract, the cost center manager and Chief Program Management Officer 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 sources. Additional funding will be provided from private third-party adjacent developments and adjacent utility projects which Metro bills on a case-by-case basis, reflecting their impact to Metro's ROW. The annual budget for these projects has been able to provide significant funds which enable Metro to execute task orders to the contract for the staffing (CMSS) needed. Due to a broader push for development near Metro Transit, there has been a significant increase in construction impacting Metro's property. Based on data tracked since FY20, we have seen a trend with an increase in the total amount of projects year-over-year by approximately 30%.

### EQUITY PLATFORM

Proper safety and inspection is critical to reduce the potential impact of interruption to service which would negatively affect our ridership. This contract will continue to support ongoing maintenance of the bus and rail systems to ensure reliability and reduce disruption to the system so many Angelenos rely on for their means of transportation in the region. Further, this contract is being awarded to a company that qualifies as a Small Business within the Small Business Enterprise Program. To ensure maximum opportunity for participation in this contract, Metro staff performed extensive outreach to the small business community, including those within the Disadvantaged Veterans Business Enterprise and the Small Business Enterprise programs. The solicitation was advertised through periodicals of general circulation, posted on Metro's Vendor Portal, and an e-mail notice to small businesses with applicable NAICS codes. The Construction Management Team presented at TBAC and attended meetings with the Small Business Community to further define the experience and background for this solicitation. The Proposal Evaluation Team was comprised of department personnel that were age, race, and gender diverse. DEOD established a goal of 27% SBE and 3% DVBE. The selected firm committed to achieving a 69% SBE goal and 5% DVBE.

### IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Project is consistent with the following Metro Vision 2028 Goals and Objectives:

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

Goal 3: Enhance communities and lives through mobility and access to opportunity.

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

### **ALTERNATIVES CONSIDERED**

The Board may elect to discontinue using Zephyr Rail 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 is 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 CMSS 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.

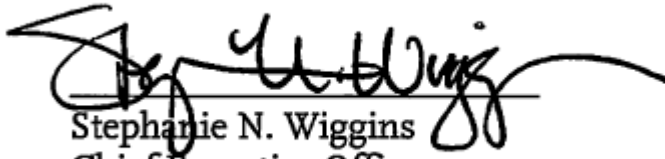
### **ATTACHMENTS**

Attachment A - Procurement Summary  
Attachment B - Task Order / Modification Log  
Attachment C - DEOD Summary

Prepared by: Michelle McFadden, Deputy Executive Officer, Project Management, (213) 922-3026  
John Jaramillo, Director, Project Management, (213) 418-3149  
Brad Owen, Interim Senior Executive Officer, Project Management, (213) 418-3143  
Debra Avila, Deputy Chief Vendor/Contracts Management Officer, (213) 418-3051

Reviewed by:  
Sameh Ghaly, Interim Chief Program Management Officer, (213) 418-3369





Stephanie N. Wiggins  
Chief Executive Officer

**PROCUREMENT SUMMARY**

**CONSTRUCTION MANAGEMENT SUPPORT SERVICES- CAPITAL PROJECTS / CONTRACT NO. AE76301MC081000**

1.	<b>Contract Number:</b> AE76301MC081000			
2.	<b>Contractor:</b> Zephyr Rail			
3.	<b>Mod. Work Description:</b> Increase the Contract not-to-exceed funding amount.			
4.	<b>Work Description:</b> Construction Management Support Services- Capital Projects, that will continue to support Metro in the performance of Metro's responsibilities for multiple Capital Projects.			
5.	<b>The following data is current as of:</b> June 22, 2023			
6.	<b>Contract Completion Status:</b>		<b>Financial Status:</b>	
	<b>Award Date:</b>	<b>October 28, 2021</b>	<b>Board Approved NTE Amount:</b>	<b>\$3,519,211.94</b>
	<b>Notice to Proceed (NTP):</b>	<b>N/A</b>	<b>Total Contract Modification Authority (CMA):</b>	<b>\$351,921.19</b>
	<b>Original Completion Date:</b>	<b>December 1, 2026</b>	<b>Value of Task Orders and Mods. to Task Orders Issued to Date:</b>	<b>\$2,773,000.63</b>
	<b>Current Est. Complete Date:</b>	<b>December 1, 2026</b>	<b>Remaining Board Approved Amount:</b>	<b>\$746,211.31</b>
7.	<b>Contract Administrator:</b> <b>Chelsea Bajorunas</b>		<b>Telephone Number:</b> <b>(213) 922-5344</b>	
8.	<b>Project Manager:</b> <b>Michelle McFadden Quinn</b>		<b>Telephone Number:</b> <b>(213) 418-3026</b>	

**A. Contract Action Summary**

On October 21, 2021, the Board of Directors approved award of Contract No. AE76301MC081000, Construction Management Support Services- Capital Projects to Zephyr Rail, in the amount not-to-exceed (NTE) \$3,519,211.94, to support the design reviews, construction management, and administration of the construction contract(s) and to ensure that the construction of various projects are administered and completed in compliance with contract requirements and government regulations. Additionally, this contract supports constructability and pre-construction activities for projects in the planning phase that are in the process of transitioning to Program Management. The Period of Performance for the Contract is three (3) years, through October 2024, plus two (2) one (1) year options to be exercised at Metro's sole discretion. This action is to increase the authorized funding for this Contract in a not-to-exceed amount of \$5,750,000, increasing the total authorized funding from \$3,519,211.94 to \$9,269,211.00.

Eight (8) Task Orders and Seven (7) Task Order Modifications have been executed to date. Furthermore, two (2) Administrative Contract Modifications for zero dollars have also been executed to date.

Since this is a multi-year contract, the Chief Program Management Officer and the Project Managers for the various projects are responsible for budgeting costs in future years, including the exercise of any options.

The total contract amount will be the aggregate value of all Task Orders and Modifications issued to the Construction Management Support Services (CMSS) Consultant through the term of the contract.

Contract No. AE76301MC081000 is a cost-plus fixed fee (CPFF) Contract.

## **B. Cost/Price Analysis**

The negotiated cost and fixed fee or lump sum price for future Task Orders will be determined to be fair and reasonable based upon fact finding, technical evaluation, cost analysis, and negotiations, before issuing the Task Orders authorizing the work to the CMSS Consultant. Task Orders will be processed in accordance with Metro's Acquisition Policy and Procedures. A cost analysis will be performed for each Task Order, considering the Independent Cost Estimate, technical analysis utilizing labor, and indirect cost rates established in the Contract.

## TASK ORDER/MODIFICATIONS LOG

CONSTRUCTION MANAGEMENT SUPPORT SERVICES- CAPITAL PROJECTS / CONTRACT  
NO. AE76301MC081000

Mod./Task Order (TO) No.	Description	Status (Approved or Pending)	Date	Original Contract Amount	Task Order Amount	Board Approved CMA
N/A	Initial Award		10/28/21	\$3,519,211.94		\$351,921.19
<b>Approved Task Orders</b>						
TO-001	Senior Inspector and Office Engineer for Various Adjacent Projects	Approved	3/9/22		\$493,856.99	
TO-002	Senior Inspector for C1146 State of Good Repair	Approved	3/11/22		\$392,775.00	
TO-003	Highway Program Coordinator	Approved	3/28/22		\$175,136.00	
TO-004	EB SR-91 Atlantic Ave to Cherry Ave – Constructability Review	Approved	5/23/22		\$96,270.00	
TO-005	Senior Inspector for Vermont/Santa Monica Joint Development Project	Approved	5/26/22		\$64,760.00	
TO-006	WB SR-91 Alondra Boulevard to Shoemaker Ave - Constructability Review	Approved	6/14/22		\$115,354.00	
TO-007	NoHo to Pasadena BRT Program Support	Approved	11/21/22		\$812,779.00	
TO-008	Harbor Gateway Transit Center Construction Support	Approved	4/26/23		\$212,247.00	
	<b>Subtotal of Approved Task Orders</b>				\$2,363,177.99	

Mod./Task Order (TO) No.	Description	Status (Approved or Pending)	Date	Original Contract Amount	Task Order Amount	Board Approved CMA
<b>Approved Modifications to Task Orders</b>						
MOD-00001	Modification to Add Labor Classification-Program Coordinator	Approved	3/21/22		\$0.00	
MOD-00002	Add Existing Contract Positions to Subs	Approved	8/24/22		\$0.00	
TO-001 MOD 1	Senior Inspector and Office Engineer for Various Adjacent Projects – Additional LOE and Extended POP	Approved	3/3/23		\$351,125.00	
TO-002 MOD 1	Senior Inspector for C1146 State of Good Repair - Period of Performance (POP) Extension to June 30, 2023	Approved	3/21/22		\$0.00	
TO-002 MOD 2	Senior Inspector for C1146 State of Good Repair – Additional LOE	Approved	5/4/23		\$98,404.00	
TO-004 MOD 1	EB SR-91 Atlantic Ave to Cherry Ave – Constructability Review-POP Extension to June 30, 2023	Approved	2/7/23		\$0.00	
TO-004 MOD 2	EB SR-91 Atlantic Ave to Cherry Ave – Constructability Review- Deductive Modification and POP Extension	Approved	6/9/23		(\$10,227.14)	
TO-005 MOD 1	Senior Inspector for Vermont/Santa Monica Joint Development Project - POP Extension to	Approved	1/26/23		\$0.00	

Mod./Task Order (TO) No.	Description	Status (Approved or Pending)	Date	Original Contract Amount	Task Order Amount	Board Approved CMA
	December 31, 2023					
TO-006 MOD 1	WB SR-91 Alondra Boulevard to Shoemaker Ave – Constructability Review – Deductive Mod and POP Extension	Approved	6/9/23		(\$29,479.22)	
	<b>Subtotal of Approved Modifications to Task Orders</b>				\$409,822.64	
<b>Pending Task Orders and Modifications to Task Orders</b>						
TO-TBD	Adjacent Development and Utilities	Pending	TBD		\$2,300,000.00	
TO-TBD	State of Good Repair Inspections	Pending	TBD		\$2,300,000.00	
TO-TBD	Joint Development Inspections	Pending	TBD		\$1,150,000.00	
	<b>Subtotal of Pending Task Orders and Modifications to Task Orders</b>				\$5,750,000.00	
	<b>Total Task Orders Approved &amp; Modifications to Task Orders</b>				<b>\$2,773,000.63</b>	
	<b>CMA Authorized by the Board and Remaining</b>					<b>\$351,921.19</b>
	<b>Pending Task Orders</b>				<b>\$5,750,000.00</b>	
	<b>This Board Action</b>			<b>\$5,750,000.00</b>		
	<b>Revised Contract Total (Original Contract Amount + This Board Action)</b>			<b>\$9,269,211.00</b>		

## DEOD SUMMARY

CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR METRO CAPITAL  
PROJECTS / AE76301MC081**A. Small Business Participation**

Zephyr Rail. (Zephyr), an SBE Prime, made an overall 69% Small Business Enterprise (SBE) and a 5% Disabled Veterans Business Enterprise (DVBE) commitment on this On-Call Task Order contract. Based on payments, the contract is 43% complete and the current SBE/DVBE participation is 78.25% and 0.00%, respectively, exceeding the SBE commitment by 9.58% and representing a 5% DVBE shortfall.

To date, eight (8) Task orders (TO) have been awarded. Zephyr contends that the reason for the DVBE shortfall is because Metro has not made a request for the scope of services to be provided by the two DVBE firms, Conaway Geomatics and NSI Engineering. Zephyr indicated that its team consists of 11 subconsultants, three (3) of which are SBE certified, but only three (3) non-certified have been involved in the limited task orders Zephyr has received thus far. Zephyr reported that they are optimistic that upcoming task orders will allow the engagement of these firms. Zephyr further contends they are committed to providing equal opportunities for all team members but will be particularly focused on their DVBE partners.

Zephyr has submitted a shortfall mitigation plan and staff will continue to track and monitor its efforts to meet or exceed their commitments.

<b>Small Business Commitment</b>	<b>69% SBE 5% DVBE</b>	<b>Small Business Participation</b>	<b>78.58% SBE 0% DVBE</b>
----------------------------------	----------------------------	-------------------------------------	-------------------------------

	<b>SBE Subcontractors</b>	<b>% Committed</b>	<b>Current Participation<sup>1</sup></b>
1.	Zephyr UAS, Inc. (SB Prime)	TBD	78.58%
2.	AIX Consulting	TBD	TBD
3.	GCM Consulting, Inc.	TBD	TBD
4.	Ramos Consulting Services	TBD	TBD
	<b>Total</b>	<b>69%</b>	<b>78.58%</b>

	<b>DVBE Subcontractors</b>	<b>% Committed</b>	<b>Current Participation<sup>1</sup></b>
1.	Conaway Geomatics, Inc.	TBD	TBD
2.	NSI Engineering, Inc.	TBD	TBD
	<b>Total</b>	<b>5%</b>	<b>0%</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**

A review of the current service contract indicates that the Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) was not applicable at the time of award. Therefore, the LW/SCWRP is not applicable to this modification.

**C. Prevailing Wage Applicability**

Prevailing Wage requirements are applicable to this project. DEOD will continue to monitor contractors' compliance with the State of California Department of Industrial Relations (DIR), California Labor Code, and, if federally funded, the U S Department of Labor (DOL) Davis Bacon and Related Acts (DBRA).

**D. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. PLA/CCP is applicable only to construction contracts that have a construction related value in excess of \$2.5 million.





## Board Report

File #: 2023-0493, File Type: Contract

Agenda Number: 24.

### CONSTRUCTION COMMITTEE SEPTEMBER 21, 2023

**SUBJECT: FUND ADMINISTRATOR FOR METRO PILOT BUSINESS INTERRUPTION FUND (BIF)**

**ACTION: APPROVE RECOMMENDATION**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to Execute Modification No. 9 to the Business Interruption Fund (BIF) Administration Services Contract No. PS56079000 with Pacific Coast Regional Small Business Development Corporation (PCR) in the amount of \$511,676 increasing the contract value from \$4,203,792 to \$4,715,468 to continue to serve as the fund administrator for Metro's Pilot BIF and extend the period of performance for up to six months (on a month to month basis) from November 1, 2023 to April 30, 2024.

#### **ISSUE**

Board authorization is requested to extend the professional services contract to support the ongoing implementation of the BIF as approved by Metro's Board of Directors. As the contract is set to expire October 31, 2023, this contract extension allows for continuity of BIF Fund Administration services while a re-issued competitive solicitation is completed.

#### **BACKGROUND**

The Pilot Business Interruption Fund (Program) was authorized by the Board in October 2014 to provide financial assistance to small "mom and pop" businesses directly impacted by Metro's transit rail construction located along the alignment of the Crenshaw/LAX Transit Project, the Little Tokyo area of the Regional Connector, and Section 1 of the Purple Line Extension. At its December 2015 meeting, the Board authorized the expansion of the BIF to include "mom and pop" businesses directly impacted by unprecedented full street closures with duration greater than six continuous months, such as the 2nd/Broadway segment of the Regional Connector. At its December 2016 meeting, the Board authorized the expansion of the BIF to include eligible businesses along Section 2 of the Purple Line Extension and in February 2019 Metro's Board of Director's authorized the expansion of the BIF to include eligible businesses along Section 3 of the Purple Line Extension.

At its February 28, 2019, the Board approved the award of Metro's BIF Administration Services Contract program in the amount of \$3,348,010, inclusive of a two-year base term, plus two (2), one-

year options. The two (2) one-year options have been exercised which concludes the initial eight-year pilot BIF program term.

Recently, at its April 2023 meeting, the Board authorized the expansion of the BIF to include eligible businesses along the East San Fernando Valley Light Rail Corridor.

## **DISCUSSION**

The contract extension for professional services for the BIF allows PCR to continue to serve as the administrator for Metro's Pilot BIF while a competitive solicitation (RFP) is re-issued for the BIF Fund Administrative Services.

The Pilot Business Interruption Fund has awarded more than 1,500 grants totaling over \$37 million provided in financial assistance to more than 445 small "mom and pop" businesses. Continuation of services allows the BIF to provide uninterrupted ongoing financial assistance to the small businesses impacted by the construction of the Purple Line Extension Sections 1, 2 and 3, and to continue project close-out activities along the Little Tokyo Area of the Regional Connector and the Crenshaw/LAX Transit Project.

While the Crenshaw/LAX Transit Project (K Line) and Regional Connector (A & E Lines) are operational, per Program Management, additional final construction activity is still being performed. Additionally, as stated in the BIF Administrative Guidelines, businesses may submit claims within, "180 calendar days from the end of the quarter in which the construction period occurred." In short, small businesses have 6 months from the end of the quarter in which they experienced construction impact to apply for grant funding.

A Small Business Prime Set-Aside solicitation (RFP) was released June 27, 2023, to re-procure the Fund Administrative services. Metro did not receive any responsive proposals resulting in an unsuccessful procurement. The solicitation has been re-issued without the application of the Small Business Prime Set-Aside program. The solicitation was re-issued on August 28, 2023.

For the re-release of the solicitation, a broader scope of outreach was performed to include all firms meeting the Community Development Financial Institution (CDFI) and/or Small Business Development Center (SBDC) criteria. In addition, the response-time for the receipt of proposals from the date of publication was increased to four weeks.

Although an unforeseen delay, the re-release of the solicitation affords staff the opportunity to align the award for the new contract with the implementation of the expansion of the Business Solution Center (BSC) expected during the first quarter 2024. Both programs have been approved by the Metro's Board of Directors for implementation along the East San Fernando Valley Light Rail Project.

Staff, in collaboration with PCR, continues to implement various outreach activities and methods to inform and educate small businesses about the BIF, including the anticipated close-out along the

---

Little Tokyo Area of the Regional Connector and the Crenshaw/LAX Transit Project. Additionally, staff and PCR provide direct support throughout the application process and link businesses to other small business support services such as PCR's Small Business Development Center (SBDC) and Metro's Eat Shop Play program.

### **DETERMINATION OF SAFETY IMPACT**

The approval of the recommendations above will have no negative impact on the safety of Metro employees or passengers.

### **FINANCIAL IMPACT**

The administrative cost for the implementation of the program is allocated from Measure R Administration funds. Funds for FY24 are currently budgeted in Cost Center 0691 Non-Departmental Procurement Project Number 471101, Task 03.01. Furthermore, Diversity and Economic Opportunity has the necessary funds in the adopted FY24 Budget.

#### **Impact to Budget**

Measure R Administration funds were previously identified as eligible for this expense through prior Board of Directors authorization and approval. The annual appropriation of the funding source does not impact transit operations and/or capital projects/programs.

### **EQUITY PLATFORM**

This action will ensure Metro staff have the funding for services required to continue the implementation of Metro's Pilot Business Interruption Fund and provide financial assistance to the small "mom and pop" businesses impacted by the construction of the Purple Line Extension Sections 1, 2 and 3, and the close-out of the Little Tokyo Area of the Regional Connector and the Crenshaw/LAX Transit Project. These construction areas traverse through Equity Focus Communities (EFCs) in South Los Angeles, Little Tokyo, and parts of the Westside of the City of LA. The BIF has supported businesses within the vibrant, culturally relevant communities of Crenshaw, Inglewood, and Little Tokyo, a National Historic Landmark. As of Q2, 2023, 68% of BIF grants were disbursed to small "mom and pop" business owners from minority backgrounds.

This action will ensure that PCR staff will have the funding needed to exercise necessary outreach to the small "mom and pop" business community via door-to-door outreach, community presentations and through collaborative referrals from Metro's Eat, Shop, Play program and Metro's Construction Relations department. BIF program outreach continues to be inclusive of small business owners from diverse backgrounds, as exemplified by BIF marketing materials provided in multiple languages.

As a result of the aforementioned outreach efforts, more than 445 small "mom and pop" businesses have received direct financial assistance from the BIF. Through implementation of the BIF, Metro continues to support the ability of small businesses to survive the challenges of construction. As of Q2 2023, 88% of businesses remain open 12 months after receiving a grant. With the goal of helping

---

businesses sustain operations during construction disruption, BIF financial assistance first covers delinquent fixed operating expenses including utilities, insurance, rent or mortgage and payroll.

The Diversity and Economic Opportunity Department (DEOD) did not recommend an SBE/DVBE goal for this procurement due to lack of subcontracting opportunities.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of this item aligns to Metro strategic goal 3 - enhance communities and lives through mobility and access to opportunity, and goal 5 - provide responsive, accountable, and trustworthy governance within the Metro organization.

### **ALTERNATIVES CONSIDERED**

Staff considered utilizing Metro staff to perform the fund administration services for BIF. This alternative is not recommended, because Metro does not have the required staffing availability, dedicated resources or expertise to serve as a financial administrator such as those possessed by a community development financial institution (CDFI).

### **NEXT STEPS**

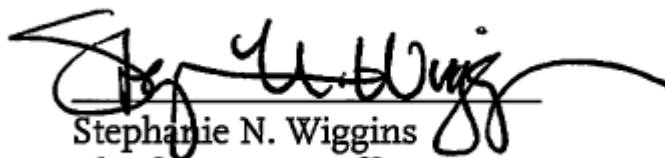
Upon Board approval, staff will execute Modification No. 9 to Contract No. PS56079000 with PCR to increase the contract value and extend the period of performance from November 1, 2023 up to April 30, 2024 while the re-issue of the procurement of the BIF Fund Administrator services is completed.

### **ATTACHMENTS**

Attachment A - Procurement Summary  
Attachment B - Contract Modification/Change Order Log  
Attachment C - DEOD Summary

Prepared by: Jessica Spearman, Principal Transportation Planner, DEOD (213) 418-3266  
Miguel Cabral, Senior Executive Officer, DEOD (213) 418-3270  
Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051

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



Stephanie N. Wiggins  
Chief Executive Officer

## PROCUREMENT SUMMARY

## BUSINESS INTERRUPTION FUND ADMINISTRATION SERVICES/PS56079000

1.	<b>Contract Number:</b> PS56079000		
2.	<b>Contractor:</b> Pacific Coast Regional Small Business Development Corporation (PCR)		
3.	<b>Mod. Work Description:</b> Extend the period of performance on a month-to-month basis for up to six (6) months.		
4.	<b>Contract Work Description:</b> Business Interruption Fund Administration Services		
5.	<b>The following data is current as of :</b> 8/9/23		
6.	<b>Contract Completion Status</b>		<b>Financial Status</b>
	<b>Contract Awarded:</b>	2/28/19	<b>Contract Award Amount:</b> \$1,585,246
	<b>Notice to Proceed (NTP):</b>	3/12/19	<b>Total of Modifications Approved:</b> \$2,618,546
	<b>Original Complete Date:</b>	3/11/21	<b>Pending Modifications (including this action):</b> \$511,676
	<b>Current Est. Complete Date:</b>	4/30/24	<b>Current Contract Value (with this action):</b> \$4,715,468
7.	<b>Contract Administrator:</b> Lily Lopez		<b>Telephone Number:</b> (213) 922-4639
8.	<b>Project Manager:</b> Jessica Spearman		<b>Telephone Number:</b> (213) 418-3266

**A. Procurement Background**

This Board Action is to approve Contract Modification No. 9 issued to extend the period of performance from November 1, 2023 to April 30, 2024 for the continued delivery of professional services to support the ongoing Business Interruption Fund Administration Services.

This Contract Modification will be processed in accordance with Metro's Acquisition Policy and the contract type is firm fixed price.

On February 28, 2019, the Board awarded firm fixed price Contract No. PS56079000 to PCR for a two-year base period in the amount of \$1,585,246 with two, one-year options, with an optional start-up for the inclusion of future new rail lines in this pilot.

Eight modifications have been issued to date.

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 an independent cost estimate (ICE), technical analysis, cost analysis, and fact finding.

<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Modification Amount</b>
\$511,676	\$461,586	\$511,676

Metro’s ICE underestimated the Fringe Benefits and did not account for a Profit/Fee. Therefore, the proposed costs have been deemed fair and reasonable for the work to be performed.

## CONTRACT MODIFICATION/CHANGE ORDER LOG

## BUSINESS INTERRUPTION FUND ADMINISTRATION SERVICES/PS56079000

<b>Mod. No.</b>	<b>Description</b>	<b>Status (approved or pending)</b>	<b>Date</b>	<b>\$ Amount</b>
1	Reallocated unused funds from year 1 to year 2.	Approved	10/5/20	\$0
2	Additional level of effort required and extension of period of performance (POP) through 4/30/21.	Approved	3/4/21	\$100,000
3	Exercise one-year option extending POP through 4/30/22.	Approved	4/22/21	\$720,882
4	Continuation of the Work (inclusive of Operational Start Up #1).	Approved	7/23/21	\$195,788
5	Additional level of effort to continue services as construction on Crenshaw/LAX Transit Project ongoing.	Approved	12/20/21	\$152,939
6	Exercise one-year option extending POP through 4/30/23.	Approved	4/29/22	\$650,306
7	Reallocated unused funds from option year 1 to option year 2.	Approved	8/17/22	\$0
8	Extend POP through 10/31/23.	Approved	12/1/22	\$798,631
9	Extend POP through 4/30/24.	<b>Pending</b>	<b>Pending</b>	<b>\$511,676</b>
	<b>Modification Total:</b>			<b>\$3,130,222</b>
	<b>Original Contract:</b>	<b>Approved</b>	<b>2/28/19</b>	<b>\$1,585,246</b>
	<b>Total:</b>			<b>\$4,715,468</b>

**DEOD SUMMARY****METRO PILOT BUSINESS INTERRUPTION FUND (BIF) / CONTRACT NO.  
PS56079000****A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) did not establish a Small/Disabled Veteran Business Enterprise (SBE/DVBE) goal for this procurement due to the lack of SBE/DVBE firms certified as Community Development Financial Institutions (CDFI) and accredited Small Business Development Center (SBDC) Consultants, as required for this project. Pacific Coast Regional Small Business Development Corporation (PCR) did not make an SBE/DVBE commitment. It is expected that PCR will perform the services of this contract with their own workforce.

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

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

**C. Prevailing Wage Applicability**

Prevailing wage is not applicable to this contract.

**D. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. Project Labor Agreement/Construction Careers Policy is applicable only to construction contracts that have a construction contract value in excess of \$2.5 million.





## Board Report

File #: 2023-0560, File Type: Program

Agenda Number: 26.

### CONSTRUCTION COMMITTEE SEPTEMBER 21, 2023

**SUBJECT: CITY OF LOS ANGELES MASTER COOPERATIVE AGREEMENT**

**ACTION: APPROVE RECOMMENDATION**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to execute the Master Cooperative Agreement between the City of Los Angeles and the Los Angeles County Metropolitan Transportation Authority for a term of ten years (Attachment A).

#### **ISSUE**

The Master Cooperative Agreement (MCA) is intended to establish the Parties' obligations, roles and responsibilities, and processes and procedures to support the efficient, timely and safe delivery of LACMTA's transportation projects, including with respect to the design and construction of the rearrangements of City facilities arising from those transportation projects. In accordance with Cal. Pub. Util. Code § 30633 and as an agency of the state regulating transportation matters of state-wide concern, LACMTA is immune from local regulation unless the state legislature has expressly made LACMTA subject to specific local ordinances, or compliance with such ordinances is mandated by the California Constitution. LACMTA has an unrestricted and equal right to use the right of way "to the same extent...granted to municipalities within the state." Given that LACMTA has a right to approve its own projects and use the public right of way "to the same extent" as the City, the City has no right or obligation under California law to review LACMTA's design of Transportation Projects - such rights arise only under the MCA that is the subject of this board action.

#### **BACKGROUND**

The design, construction and maintenance of some transportation projects undertaken by the Los Angeles County Metropolitan Transportation Authority (LACMTA) traverse portions of the City of Los Angeles (City) and require the removal, replacement, restoration, alteration, reconstruction and relocation of all or a portion of City facilities. The approval of Measure R and Measure M has expanded LACMTA's capital projects program and increased investment in public transportation projects, sparked ambitious public policy goals to address climate change with an emphasis on equitable public transportation solutions, and set forth aggressive project timelines. LACMTA and the City must partner, cooperate, and collaborate more efficiently to meet the public mandates.

---

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

On September 30, 2020, the Chief Executive Officer of LACMTA terminated the 2003 MCA for several reasons, with the foremost being that the MCA had aged 20 years and was no longer suited for LACMTA's program of projects. The City Mayor's Office acknowledged the termination of the MCA and committed to negotiating a new agreement that strengthens the collaboration between the Parties and covers the breadth of projects delivered by LACMTA.

After LACMTA terminated the MCA, the parties engaged in numerous partnering sessions, facilitation meetings, workshops, focus groups, and negotiations to develop a new MCA that addresses lessons learned and that will support the delivery of LACMTA's upcoming program of transportation projects under a range of delivery methods.

## **DISCUSSION**

The MCA executed in 2003 was limited to rail transit systems and busway transit systems delivered under the design/build delivery method and bound LACMTA to the 1991 MCA for guidance and requirements related to the delivery of design/bid/build of rail transit systems and busway transit systems. LACMTA projects are no longer limited to rail transit systems and busway transit systems and the delivery methods utilized are not limited to design/build or design/bid/build. Therefore, the new MCA will apply to the design and construction of any light rail, heavy rail (including subway), busway, tram, highway, high occupancy toll lanes (including Express Lanes/FasTrak), bike path, active transportation or other forms of transportation or mobility systems that are located within the City, regardless of the project delivery method and contracting and procurement strategy adopted by LACMTA. Over the last three years, the parties participated in a series of meetings and focus groups to discuss project delivery challenges and to address the technical needs and requirements for the new MCA. At the end of the series of facilitated meetings, the parties commenced negotiation of the agreement and have negotiated diligently for the past 12 months.

The agreement memorializes a partnership between LACMTA and the City and a renewed commitment to collaboration and cooperation on the delivery of projects. The new MCA acknowledges LACMTA and the City's shared public policy goals on safety, equity, climate action, cost efficiency and delivering projects in a timely manner. It also focuses on increased transparency between the parties, resourcing and staff capacity, governance and senior leadership engagement, defining the project scope elements earlier in the design development process, refining the process and procedures for submittal and approval periods, and protocols for elevating issues and resolving issues to avoid delayed decisions. The City agrees to assist LACMTA by providing engineering, technical, analytical, and administrative support services, and other services necessary for the successful delivery and implementation of transportation projects. Taken together, the new features of this new MCA are intended to improve cost and schedule performance on all transportation

projects initiated by Metro within the City of Los Angeles.

The proposed MCA with the City has terms and conditions that build upon the approach under other recent cooperative agreements executed, or currently being negotiated, between Metro and other Cities, such as those within the West Santa Ana Branch Corridor, but with additions to address a wider suite of projects on a programmatic basis.

Below is a summary of key terms included in the new MCA. Capitalized terms defined below and not defined in this report have the meaning given in the new MCA.

- 1. Scope of Agreement** - Similar to the previous MCA, the City agrees to designate transportation projects as high priority public works projects and to provide LACMTA with expedited review and approval procedures. The new MCA will apply to the design and construction of LACMTA projects, including light rail, heavy rail (including subway), busway and bus supportive infrastructure, tram, highway, high occupancy toll lanes (including Express Lanes/FasTrak, etc.), bike path, active transportation or other forms of transportation or mobility systems delivered under any project delivery method.
- 2. Duration of Agreement** - Term of ten years. Parties may request an extension to the Term or enter into a replacement MCA at the end of the term in which the Parties will negotiate in good faith.
- 3. Governance** - The agreement establishes an MCA Executive Task Force, a standing task force that will meet quarterly and will, among other matters, review lessons learned, opportunities and challenges, and look-ahead to upcoming transportation projects and long-range resource planning. The Executive Task Force will be comprised of City department General Managers, Executive Directors of the public works bureaus, Assistant General Managers and LACMTA Deputy Chief Planning Officer or Deputy Chief Program Management Officer and Chief Planning Officer or Chief Program Management Officer.
- 4. Project Governance** - LACMTA and the City will designate a project liaison responsible for facilitating coordination between the Parties. The City may also appoint a City Project Liaison on a programmatic basis for overall coordination of the transportation projects.
- 5. Issue Resolution** - If not resolved at the project working-level, issues will be escalated to the "Level 1 Decision Makers" (Deputy Chief-level for LACMTA; Assistant General Manager or Deputy Chief Engineer for the City) and then to the "Level 2 Decision Makers" (Chief-level for LACMTA; General Manager or Chief Engineer for the City). If a dispute arises that is not resolved through the resolution procedures, either Party may refer the dispute to the alternative dispute resolution.
- 6. Early Involvement** - LACMTA and the City will cooperate and coordinate during the Planning & Advanced Conceptual Engineering Phase, including LACMTA and the City each exchanging information, participating in coordination meetings and performing other activities to identify, in a 'Project Definition' document, the scope of rearrangements, the applicable City Standards and other design requirements applicable to those rearrangements for inclusion in the procurement documents released by LACMTA. During this process, the Parties will discuss

the anticipated project schedule and resourcing needs.

7. **Utility Adjustments** - The new MCA sets out procedures for the Parties to cooperate and coordinate to identify utility conflicts and ensure utility owners implement the utility adjustments required to address utility conflicts.
8. **Design** - LACMTA will Design any rearrangements, although the City may, if LACMTA requests, perform some level of Design work (this is anticipated to be the exception). LACMTA will comply with the Design Requirements for Rearrangements, including compliance with the defined City Standards. The new MCA sets out the procedures for submittal of the Designs of Rearrangements to the City and the City's review.
9. **City Standards** - The City agrees not to adopt any new City Standards or amend City Standards for the sole purpose of affecting LACMTA's Transportation Projects. Subject to exclusions set out in the definition of "Betterment", changes to the City Standards after the establishment of the Project Definition of a Transportation Project will be considered a Betterment.
10. **Construction** - LACMTA will be responsible for the Construction of any Rearrangements, although LACMTA may request that the City construct a Rearrangement and/or perform additional Construction work for a Transportation Project. The new MCA sets out Construction requirements for rearrangements or any other Construction work performed in the public right-of-way and procedures for the inspection and acceptance of the Construction of Rearrangements.
11. **Betterments** - In accordance with Federal Transit Administration requirements, all Betterments will be at the cost of the City. The new MCA sets out the procedure for identification, review, and approval of potential Betterments. LACMTA may refuse Betterments that are incompatible with the Transportation Project, do not comply with Applicable Law, or that are requested after establishing the Project Definition.
12. **Special Permitting Process** - LACMTA and the City agree on the design and Construction requirements for Rearrangements of City facilities, agree on the permits that will be waived by the City and any required City fees applicable to transportation projects.
13. **Inspection and Acceptance** - The Parties agree all Rearrangements performed by LACMTA or a LACMTA Contractor will be inspected to ensure the work was performed in accordance with the approved Designs and terms of the of the MCA.

## **DETERMINATION OF SAFETY IMPACT**

The recommended action has no impact on safety.

## **FINANCIAL IMPACT**

---

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

## **EQUITY PLATFORM**

The MCA governs the delivery of all transportation projects that traverse City boundaries. Each approved transportation project is evaluated through LACMTA's Equity Platform framework and focuses on equity outcomes. The MCA acknowledges equity as a shared public policy goal of the parties and includes cultural competency language regarding LACMTA's approach to the implementation of its projects for its contractors.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

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

1. Provide high-quality mobility options that enable people to spend less time traveling;
2. Deliver outstanding trip experiences for all users of the transportation system;
3. Enhance communities and lives through mobility and access to opportunity;
4. Transform LA County through regional collaboration and national leadership; and
5. Provide responsive, accountable, and trustworthy governance within the Metro organization.

## **ALTERNATIVES CONSIDERED**

The Board could choose not to approve this recommendation. This alternative is not recommended as this action strengthens the partnership between LACMTA and the City and provides for continuity of City support for Transportation Projects.

## **NEXT STEPS**

Upon Board approval of this recommendation, the City and LACMTA shall execute the MCA and commence training for and implementation of the new processes. In addition, staff is currently in discussions with the Los Angeles Department of Water and Power, who are not a part of this MCA agreement, in regards to entering into a similar Master Utility Cooperation Agreement with a goal of agreement in 2024.

LACMTA and the City also identified the need for a Master Operations and Maintenance Agreement

---

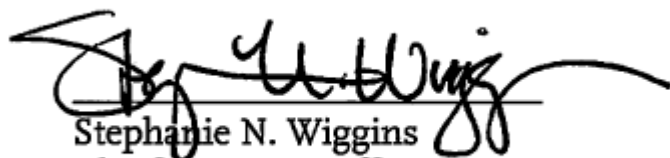
to have clear guidelines (a) for long-term maintenance to ensure the public right-of-way is properly constructed and maintained in a state of good repair, and (b) to provide more certainty related to the review and approval process of LACMTA capital project design plans. While the MCA is complete and ready for consideration by the Board as part of this action, the Operations and Maintenance Agreement remains in active negotiation between LACMTA and the City and is expected to be ready for consideration by the Board by Winter 2023.

## **ATTACHMENTS**

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

Prepared by: Michelle McFadden Quinn, Deputy Executive Officer, Program Management  
Heather Repenning, Executive Officer, Program Management  
Eduardo Cervantes, Executive Officer, Program Management  
Brad Owen, Sr. Executive Officer (Interim), Program Management  
Mike McKenna, Sr. Executive Officer (Interim), Program Management  
Tim Lindholm, Deputy Chief Program Management Officer

Reviewed by: Sameh Ghaly, Chief Program Management Officer (Interim)  
James De La Loza, Chief Planning Officer  
Conan Cheung, Chief Operations Officer



Stephanie N. Wiggins  
Chief Executive Officer

**MASTER COOPERATIVE AGREEMENT FOR THE DESIGN AND  
CONSTRUCTION OF TRANSPORTATION PROJECTS**

**BETWEEN**

**THE CITY OF LOS ANGELES**

**AND**

**THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION  
AUTHORITY**

**[INSERT DATE]**

**EFFECTIVE DATE**

## CONTENTS

ARTICLE	PAGE
1. SCOPE AND DURATION.....	2
2. GOVERNANCE.....	4
3. PROJECT COORDINATION.....	9
4. DESIGN.....	19
5. CONSTRUCTION.....	21
6. BETTERMENTS.....	24
7. OPERATION AND MAINTENANCE.....	25
8. REIMBURSEMENT AND CREDITS.....	25
9. INDEMNITY, WARRANTIES AND INSURANCE.....	28
10. RESOLUTION OF DISPUTES.....	30
11. MISCELLANEOUS.....	31
12. DEFINITIONS AND INTERPRETATION.....	35
EXHIBIT 1 – ROLES AND RESPONSIBILITIES.....	50
EXHIBIT 2 – ISSUE RESOLUTION LADDER.....	55
EXHIBIT 3 – EARLY INVOLVEMENT.....	59
EXHIBIT 4 – UTILITY ADJUSTMENT PROCEDURES.....	81
EXHIBIT 5 – CITY-PERFORMED PROJECT WORK.....	84
EXHIBIT 6 - FORMS.....	87
EXHIBIT 7 - LACMTA SUBMITTAL PROCEDURE.....	96
EXHIBIT 8 – SUPPORT OF EXCAVATION.....	168
EXHIBIT 9 - SPECIAL PERMITTING PROCESS.....	176
EXHIBIT 10 - INSPECTION AND ACCEPTANCE PROCEDURE.....	191



This master cooperative agreement for the Design and Construction of Transportation Projects (as more fully defined in Article 12 (Definitions and Interpretation), this "**Agreement**") is entered into by and between the City of Los Angeles (the "**City**"), and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**").

## RECITALS

- (A) The City is a chartered municipal corporation created pursuant to the California State Constitution with all the powers possible for a charter city under the constitution and laws of California, subject only to the limitations contained in the City Charter and Administrative Code or otherwise under Applicable Law. Without limiting the acknowledgement under Section 3.6(a) (Permits), the City's many purposes include, but are not limited to, responsibility for the coordination of any work in the Public Rights-of-Way and the related effects on businesses and residents within the City.
- (B) LACMTA is a public entity created by the California State Legislature pursuant to California Public Utilities Commission ("**CPUC**") 130050.2 et. Seq. as the single successor agency to the Southern California Rapid Transit District and the Los Angeles County Transportation Commission, and as such succeeded to any or all of the powers, duties, rights, obligations, liabilities, indebtedness, bonded and otherwise, immunities, and exemptions of the district and its board of directors and the commission and its governing body.
- (C) The Parties may cooperate under this Agreement, including early involvement activities in accordance with Exhibit 3 (Early Involvement), while the environmental process for a Subject Transportation Project is ongoing and acknowledge that nothing in this Agreement is intended to prejudice the City's right to participate in the environmental review process for Subject Transportation Projects.
- (D) In accordance with its powers, authority and responsibilities, LACMTA plans, designs, builds, operates and maintains Transportation Projects that serve various cities and communities including the City. The Parties intend, by this Agreement, to facilitate the implementation of Subject Transportation Projects (including Rearrangements) located within the City or otherwise subject to the City's jurisdiction. The purpose of this Agreement is to establish a partnership between the City and LACMTA that: (i) ensures the efficient, timely and safe delivery of Subject Transportation Projects in the City through policies and procedures that clearly define the roles and responsibilities of the Parties, including with respect to the Design and Construction of Rearrangements; (ii) defines the manner in which the City and LACMTA are reimbursed or credited for Costs, and (iii) creates a governance structure that fosters a productive relationship between the Parties and that establish procedures for prompt resolution of issues. In addition, the following are shared goals of LACMTA and the City that are intended to help guide the implementation and outcomes of this Agreement:

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

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

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

consideration of the environmental, economic and social impacts in the delivery of those Transportation Projects.

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

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

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

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

## 1. SCOPE AND DURATION

### 1.1 Scope of Agreement

- (a) The City and LACMTA agree to cooperate and coordinate with the other in all activities covered by this Agreement to ensure the safe, efficient, and timely delivery of the Subject Transportation Projects and in furtherance of the shared goals set out in the recitals to this Agreement.
- (b) LACMTA may procure the Design and Construction of its Transportation Projects under multiple procurements and contract packages, utilizing any Project Delivery Method(s) and may self-perform parts of the Design and Construction of a Transportation Project.
- (c) This Agreement will apply to the Design and Construction of any Transportation Project with scope that includes a City-Located Section, regardless of the Project Delivery Method(s) and contracting and procurement strategy adopted by LACMTA to deliver the Transportation Project and regardless of the mode of transport. If LACMTA anticipates utilizing a Project Delivery Method not expressly listed in the definition of Project Delivery Method set out in Article 12 (Definitions and Interpretation), LACMTA will Notify the City, together with supporting information about the Project Delivery Method and the Parties will discuss the Project Delivery Method at: (i) the next meeting of the MCA Executive Task Force following delivery of LACMTA's Notice; and (ii) with reference to any Subject Transportation Project anticipated to utilize that Project Delivery Method, as part of the Early Involvement Procedures for that Subject Transportation Project. If either Party considers that an amendment to this Agreement is required to address the additional Project Delivery Method and the Parties are unable to reach agreement on such amendment, the issue will be escalated in accordance with Exhibit 2 (Issue Resolution Ladder).

- (d) The City agrees to designate each Subject Transportation Project as a high priority public works project, to provide LACMTA with expedited review and approval procedures in connection with Design, Design reviews, permitting, property acquisition, and other authority to be exercised by the City relating to that Subject Transportation Project and/or this Agreement. Further, the City agrees to assist LACMTA by providing engineering, technical, analytical, and administrative support services, and other services necessary for the successful delivery and implementation of a Subject Transportation Project, in each case as authorized under the terms of this Agreement and in the case of City-Performed Project Work, only to the extent mutually agreed in accordance with Section 5.1(b) (Construction responsibilities).
- (e) The Parties have entered into this Agreement to define the applicable procedures and roles and responsibilities and manage the interfaces and allocation of costs between LACMTA and the City, in respect of the Design and Construction of each Subject Transportation Project.
- (f) The terms and conditions of this Agreement shall not be applicable to the rights and obligations of the LADWP or LADBS or of LACMTA in relation to the LADWP or LADBS, with respect to any Transportation Project.
- (g) Where LACMTA is responsible for designing and constructing a project that will be located (in whole or in part) within the City that is not a Transportation Project, the Parties shall use good faith efforts to agree to the procedures, terms and conditions that shall apply to that project. If the Parties are unable to agree to such procedures, terms and conditions, the issue will be escalated in accordance with Exhibit 2 (Issue Resolution Ladder).

## 1.2 Duration of Agreement

- (a) This Agreement (and all of the rights and obligations under this Agreement) will come into effect on the Effective Date and continue until the day falling ten years after the Effective Date, unless terminated earlier by either Party upon 60-day's prior Notice or extended in accordance with Section 1.2(b) (the "**Term**").
- (b) Either Party may, at any time during the Term, issue to the other Party a request to extend the Term. Following issuance of a request to extend the Term under this Section 1.2(b), the Parties shall use good faith efforts to agree to an amendment or supplement to this Agreement to extend its Term beyond the Term or to agree to a new master cooperative agreement for the period following the Term.
- (c) The Parties agree that any amendment or supplement to this Agreement to extend the Term or any new agreement entered into in accordance with Section 1.2(b) shall be finalized and documented in accordance with Section 11.6 (Amendments; Entire Agreement).
- (d) Each Party represents and warrants that its designated MCA Representative has the necessary authority to negotiate and bind the Party to any amendment or supplement to extend the Term.
- (e) If, six months prior to the scheduled expiry of the Term, the Parties have not agreed to extend the Term of this Agreement or to enter into a new master cooperative agreement for the period following the Term or upon either Party delivering a Notice of termination, the LACMTA Representative will convene a special meeting of the MCA Executive Task Force to discuss the next steps.
- (f) Unless the MCA Executive Task Force agrees alternative next steps, if this Agreement is terminated or expires and is not replaced:
  - (i) Section 11.12 (Survival) will apply;
  - (ii) any existing Project Definition, Annual Work Plan, and Work Orders agreed with respect to a Subject Transportation Project in the Design or Construction phase will remain in effect until a new master cooperative agreement is agreed by the Parties;

- (iii) if a new Subject Transportation Project is identified, the Parties will mutually agree on the process and procedures that will apply to the new Subject Transportation Project.

## 2. GOVERNANCE

### 2.1 Roles and Responsibilities

Each Party agrees to comply with the roles and responsibilities set out in this Agreement, including in Part B (Summary of Roles and Responsibilities) of Exhibit 1 (Roles and Responsibilities) and under the governance procedures set out under this Article 2.

### 2.2 MCA Representatives

- (a) The City shall designate an individual or individuals who will be responsible for the administration of the Agreement and who shall represent and act for the City in the administration of this Agreement (the "**City Representative**").
- (a) LACMTA shall designate an individual or individuals who will be responsible for the administration of the Agreement and who shall represent and act for LACMTA in the administration of this Agreement (the "**LACMTA Representative**").
- (b) Part A (LACMTA Representative and City Representative) of Exhibit 1 (Roles and Responsibilities) provides initial designations of the City Representative and LACMTA Representative. Either Party may change its designated representative by providing seven days' prior Notice to the other Party.

### 2.3 MCA Executive Task Force

- (a) The Parties must establish and actively participate in a standing task force for the purpose set out in Section 2.3(c) ("MCA Executive Task Force") consisting of:
  - (i) the City Representative;
  - (ii) the LACMTA Representative;
  - (iii) the Level 1 Decisions Maker(s) from each Party;
  - (iv) the Level 2 Decision Maker(s) from each Party; and
  - (v) such other persons as the Parties may mutually agree for the purposes of the agenda agreed for the meeting.
- (b) Each person referred to in Section 2.3(a) may appoint a suitable delegate to attend in their absence if the Parties mutually agree.
- (c) The purpose of the MCA Executive Task Force is to provide a forum for the Parties to work in partnership to ensure the safe, efficient, and timely delivery of the Subject Transportation Projects and in furtherance of the shared goals set out in Recital (D) of this Agreement, including to:
  - (i) discuss and attempt to resolve in good faith any unresolved issue or difference under this Agreement that has been referred for consideration by the MCA Executive Task Force in accordance with Exhibit 2 (Issue Resolution Ladder);
  - (ii) review lessons learned, opportunities and challenges experienced in the implementation of this Agreement and the roles and responsibilities and procedures set out in this Agreement, including by reference to the shared goals set out in Recital (D) of this Agreement;

- (iii) look-ahead to the upcoming activities and overall schedule for any current and anticipated Subject Transportation Projects (including any not yet formally identified in accordance with Section 3.1(a) (Identification of Subject Transportation Projects) but identified under Measure M or LACMTA's long range planning) and discuss long-range resource planning and agree the Programmatic Resourcing Requirements to support those Subject Transportation Projects, including discussing any need for:
  - (A) an additional City Project Liaison being designated on a programmatic basis as described in Section 2.4(b);
  - (B) additional City resourcing to support the upcoming activities and overall schedule for the current and anticipated Subject Transportation Projects; and
  - (C) particular skillsets or qualifications required for the City to support the current and anticipated Subject Transportation Projects,

The initial Programmatic Resourcing Requirements will be discussed and agreed at the first MCA Executive Task Force held after the Effective Date and will be reviewed and updated by the MCA Executive Task Force annually;

- (iv) discuss ways in which the Parties can work together to coordinate with third parties and stakeholders, including Utility companies, to ensure the safe, efficient, and timely delivery of the Subject Transportation Projects;
  - (v) identify opportunities to improve the implementation of this Agreement and the roles and responsibilities and procedures set out in this Agreement, during the remaining Term, in furtherance of the shared goals set out in Recital (D)(C) of this Agreement;
  - (vi) review, discuss, and agree a programmatic training program as described under Section 2.6(h) (Assigned Personnel);
  - (vii) discuss ways to improve the efficiency of the invoicing procedures; and
  - (viii) any other topics appropriate for discussion by executive leadership.
- (d) The MCA Executive Task Force shall meet (in person or via videoconference or teleconference) at least every three months during the Term, unless the Parties agree otherwise.
  - (e) The LACMTA Representative will convene the meetings of the MCA Executive Task Force and agree to the agenda (together with any additional persons required to attend the meeting for the purposes of that agreed agenda) with the City Representative prior to each MCA Executive Task Force meeting. The chair of the first MCA Executive Task Force meeting will be LACMTA and after that, the chair will alternate between the LACMTA Representative and the City Representative. At either Party's request and if mutually agreed, an independent facilitator will be appointed to attend meetings of the MCA Executive Task Force and to facilitate resolution of matters discussed by the MCA Executive Task Force. The Party chairing the meeting will be responsible for documenting and circulating meeting minutes to the other Party.
  - (f) Any amendments to this Agreement agreed by the MCA Executive Task Force will be documented in accordance with Section 11.6 (Amendments: Entire Agreement).
  - (g) The participation of any City resources in any MCA Executive Task Force meetings, or any preparation or ancillary tasks related to any MCA Executive Task Force meetings, are eligible for reimbursement under Sections 3.3 (Annual Work Plan), 3.4 (Work Orders) and 8.1 (Reimbursements to the City).

## 2.4 Project Governance

- (a) Each LACMTA Project Description delivered in accordance with Section 3.1 (Identification of Subject Transportation Project), will designate the individual that will fulfil the role of LACMTA Project Liaison for the Subject Transportation Project. Within 20 Working Days of the initial meeting(s) held under Section 1 (Initial Meeting(s)) of Part C (Early Involvement Procedures) of Exhibit 3 (Early Involvement), the City will submit a Form 60 with respect to the City Project Liaison role in accordance with Section 3.4 (Work Orders). Upon receipt of an applicable Work Order authorizing the work to be performed by the City Project Liaison, the City will by Notice designate the individual that will fulfil the role of the City Project Liaison for the Subject Transportation Project. Each of the LACMTA Project Liaison and the City Project Liaison shall fulfil their respective roles and responsibilities as described in Part C (Project Coordination) of Exhibit 1 (Roles and Responsibilities). LACMTA may change the LACMTA Project Liaison and the City may change the City Project Liaison by providing seven days' prior Notice to the other Party. Unless otherwise stated in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement), in the case of any Subject Transportation Projects identified in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement) and in the Design Development phase as of the Effective Date:
- (i) the LACMTA Project Liaison is identified in that Part A;
  - (ii) the City will submit a Form 60 with respect to the City Project Liaison role within 20 Working Days of the Effective Date; and
  - (iii) LACMTA will issue a Work Order for that City Project Liaison role and the City Project Liaison will commence performance of their role, within 90 days of the Effective Date.
- (b) Taking into account the volume, scale and complexity of the current or anticipated Subject Transportation Projects being delivered, or proposed to be delivered, the Parties may agree that:
- (i) a single individual will be the City Project Liaison for more than one Subject Transportation Project;
  - (ii) the individual designated as the City Representative will also be designated as the City Project Liaison for one or more Subject Transportation Projects; and/or
  - (iii) an additional City Project Liaison shall be designated on a programmatic basis to oversee and assist the project-specific City Project Liaison(s) in the performance of their roles and responsibilities.
- (c) The LACMTA Project Liaison and the City Project Liaison for a Subject Transportation Project shall develop project-specific communication protocols for that Subject Transportation Project for the purposes of day-to-day management of the applicable Subject Transportation Project. The communication protocols will identify the assigned personnel and agreed methods of communication for a Subject Transportation Project. The communication protocols shall apply at the working-level (comprising the LACMTA Project Liaison, the City Project Liaison, and the relevant LACMTA and City personnel below the level of the Level 1 Decision Makers) and prior to escalation of any issues under Section 2.5 (Issue Resolution).
- (d) Unless the Parties agree to meet more frequently, the applicable Level 1 Decision Makers, LACMTA Project Liaison and City Project Liaison will meet every three months during the Design Phase and the Construction Phase of a Subject Transportation Project to:
- (i) discuss and attempt to resolve in good faith any unresolved issues under this Agreement with respect to the Subject Transportation Project that have been referred to the Level 1 Decision Makers in accordance with Exhibit 2 (Issue Resolution Ladder);

- (ii) review the 'life of project' resourcing needs of the Subject Transportation Project during the Design Phase and Construction Phase to facilitate the efficient, timely, and safe delivery of the Subject Transportation Project and the current resourcing and assigned personnel and discuss and attempt to resolve any additional or alternative resourcing and personnel needs required to support delivery of the Subject Transportation Project; and
  - (iii) discuss any other lessons learned, opportunities and challenges experienced in the implementation of this Agreement and the roles and responsibilities and procedures set out in this Agreement with respect to that Subject Transportation Project, for communication to the MCA Executive Task Force.
- (e) Each person referred to in Section 2.4(d) may appoint a suitable delegate to attend in their absence if the Parties mutually agree
- (f) In addition to any meetings held under Section 2.4(d), LACMTA and a LACMTA Contractor may, under the applicable LACMTA Contract, convene Project Meetings in relation to particular aspects of a Subject Transportation Project. If invited by LACMTA, the City shall ensure the attendance and active participation of the applicable City Project Liaison (or a delegate) at Project Meetings held with respect to a Subject Transportation Project (including project update meetings, comment resolution meetings, over-the-shoulder review meetings, and construction progress meetings). Any Project Meeting to which the City is invited will be held during normal business hours and upon reasonable notice and shall allow for City participation in person or via videoconference or teleconference. The purpose of inviting the City to participate in Project Meetings is to create greater transparency about the status of a Subject Transportation Project, to discuss potential/issues or concerns involving the City, and explore solutions to those issues or concerns. The Project Meetings are intended to be a space where the attendees can hold candid discussions about the delivery of the Subject Transportation Project without the information that is shared or the discussions being held altering any contractual obligations between attendees. Any Project Meeting attended by the City Project Liaison (or a delegate) is consultative and advisory only and nothing which occurs during any such Project Meeting and no information that is presented during any such Project Meeting will:
- (i) affect the rights or obligations of either Party under this Agreement;
  - (ii) entitle a Party to make any claim against the other;
  - (iii) relieve a Party from, or alter or affect, a Party's liabilities or responsibilities whether under this Agreement or otherwise according to Applicable Law;
  - (iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law; or
  - (v) be construed as a direction by a Party to do or not do anything.

The terms set out in this Section 2.4(f) apply to Project Meetings only and do not limit the City's ability to review, comment, or approve any LACMTA Submittal. Any discussions in a Project Meeting will not amend or modify the Parties obligations under this Agreement. Any solutions identified or changes discussed during Project Meeting must be formalized and documented in accordance with the terms of this Agreement to take effect as a contractual obligation.

- (g) The participation of any City resources in any meetings held under this Section 2.4, or any preparation or ancillary tasks related to any such meetings, are eligible for reimbursement under Sections 3.3 (Annual Work Plan), 3.4 (Work Orders) and 8.1 (Reimbursements to the City).

## 2.5 Issue Resolution

The Parties shall make good faith efforts to resolve any issues that arise with respect to a Subject Transportation Project. Issues that arise under this Agreement with respect to a Subject Transportation

Project that cannot be resolved at the working-level pursuant to the agreed communication protocols for that Subject Transportation Project, will be escalated by the Parties for resolution in accordance with the issue resolution ladder set out in Exhibit 2 (Issue Resolution Ladder) and if unresolved in accordance with the issue resolution ladder, may be referred to the dispute resolution procedures under Article 10 (Resolution of Disputes).

## 2.6 Assigned Personnel

- (a) The Parties agree that in order to facilitate the efficient, timely, and safe delivery of Subject Transportation Projects, each Party will use good faith efforts to maintain continuity of assigned personnel to support a Subject Transportation Project where reasonably practicable, including as follows:
  - (i) individuals assigned to a task with respect to a Subject Transportation Project shall remain assigned to that task until its complete; and
  - (ii) individuals assigned to perform Design reviews for a Subject Transportation Project remain assigned to that task throughout the Design Phase of the Subject Transportation Project.
- (b) LACMTA will allocate the personnel and resources necessary to perform its obligations under this Agreement.
- (c) Each Reviewing Department shall be responsible for submitting budget requests to the Office of the Mayor for the Mayor's Office proposed budget to request the:
  - (i) amount of funding required to hire full-time equivalents or consultants consistent with the Programmatic Resourcing Requirements to perform the services required under this Agreement;
  - (ii) position authority to hire full-time equivalents to satisfy the obligations under this Agreement; and
  - (iii) number of positions required (whether identified as funded or unfunded in the proposed budget) to meet the City's obligations under this Agreement.
- (d) LACMTA shall provide the City with a letter of support for the Programmatic Resourcing Requirements identified by the MCA Executive Task Force to support the Reviewing Departments budget requests submitted to the Office of the Mayor for inclusion in the Mayor's proposed budget for full time equivalents or funding for a bench of consultants to perform services for Subject Transportation Projects as required under this Agreement.
- (e) If the City's Office of City Administrative Officer requires additional information from Reviewing Departments or LACMTA regarding the budgetary requests, the MCA Executive Task Force shall be convened to discuss and prepare the additional information required to ensure approval of the budgetary requests.
- (f) Subject to LACMTA agreeing to the reimbursement of the cost of the applicable resources in accordance with Section 3.3 (Annual Work Plan) and Section 3.4 (Work Orders), the City will allocate the personnel and resources necessary to perform its obligations under this Agreement.
- (g) If either Party experiences issues with the adequacy of resourcing or performance of any assigned personnel, the Parties will first seek to resolve the issue at the working level and if resolution cannot be reached, then the issue may be escalated under Section 2.5 (Issue Resolution).
- (h) Within 90 days of the Effective Date, LACMTA and the City will jointly prepare a rolling program of training for LACMTA and City personnel covering Project Delivery Methods, Design Development, procedures under this Agreement, lessons learned, and any other topics that the Parties mutually



agree would be beneficial to support the ongoing implementation of this Agreement. The training program will be reviewed and updated annually. The initial training program, and each annual update to the training program, will be presented to and reviewed by the MCA Executive Task Force. Once mutually agreed, the Parties will implement the training program, including ensuring that all required personnel attend and actively participate in the training. The programmatic training program agreed under this Section 2.4 may also be supplemented by project-specific training if agreed by the Parties as part of the Early Involvement Procedures or process for agreeing an Annual Work Plan. The participation of City resources in training under this Section 2.4, and any preparation or ancillary tasks related to any such training, are eligible for reimbursement under Sections 3.3 (Annual Work Plan), 3.4 (Work Orders) and 8.1 (Reimbursements to the City).

## 2.7 Subcontracting

- (a) The City acknowledges and agrees that LACMTA may: (i) engage LACMTA Contractor(s) to carry out Design and Construction work with respect to a Subject Transportation Project including the Design and/or Construction of Rearrangements; and (ii) in each LACMTA Contract, require the LACMTA Contractor to comply with certain of LACMTA's obligations under this Agreement, provided in each case that nothing in this Agreement will create any contractual relationship between the City and any LACMTA Contractor and in accordance with Section 11.11 (Limitation on Third Party Beneficiaries), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the City toward, any LACMTA Contractor. LACMTA will remain responsible to the City for the acts and omissions of a LACMTA Contractor that is performing a LACMTA obligation under this Agreement.
- (b) LACMTA acknowledges and agrees that the City may: (i) engage City Contractor(s) to carry out work or scope of activities or services required to be performed by the City under a Work Order pursuant to this Agreement; and (ii) in the applicable City Contract, require the City Contractor to comply with this Agreement, provided in each case that nothing in this Agreement will create any contractual relationship between LACMTA and any City Contractor and in accordance with Section 11.11 (Limitation on Third Party Beneficiaries), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the LACMTA toward, any City Contractor. The City will remain responsible to LACMTA for the acts and omissions of a City Contractor that is performing a City obligation under this Agreement.
- (c) Any City Contractor(s) engaged by the City to perform work or scope of activities or services required to be performed by the City under this Agreement must comply with any governmental and lender requirements notified to the City in accordance with Section 3.9 (Governmental and Lender Requirements), all Applicable Labor Laws and all other Applicable Law and the City shall ensure that such requirement is included in the applicable City Contract(s) and shall otherwise cooperate with LACMTA and take such actions as LACMTA may reasonably request to ensure such compliance.

## 3. PROJECT COORDINATION

### 3.1 Identification of Subject Transportation Projects

- (a) Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement) lists those Subject Transportation Projects that have been identified prior to the Effective Date and to which this Agreement will apply in accordance with Section 11.6 (Amendments; Entire Agreement). Each additional Subject Transportation Project will be identified as part of the Annual Work Plan or Work Order process or by Notice by LACMTA. LACMTA will provide the City with the anticipated details of each such additional Subject Transportation Project by delivering a LACMTA Project Description in the form set out in Part B (Form of LACMTA Project Description) of Exhibit 3 (Early Involvement).
- (b) The Parties acknowledge and agree that notwithstanding delivery of a LACMTA Project Description:
  - (i) LACMTA may:

- (A) elect not to proceed with; or
  - (B) amend or supplement the scope and/or the Project Delivery Method and contracting and procurement strategy, schedule and other details for, a Subject Transportation Project identified in the LACMTA Project Description; and
- (ii) in the case of any Subject Transportation Project notified to the City prior to receipt of the applicable environmental approval:
- (A) performance by either Party of its obligations under this Agreement, including under Section 3.2 (Early Involvement and Procurement) shall not in any manner limit the independent evaluation and full discretion that LACMTA (in conjunction with any joint lead agencies) will exercise in conducting environmental review, preparing environmental documents for the Subject Transportation Project and choosing a no-action alternative for the Subject Transportation Project, nor does it predetermine the outcome of the environmental process; and
  - (B) LACMTA (in conjunction with any joint lead agencies) retains exclusive control and decision-making authority over the identification of preferred alternatives for the Subject Transportation Project for the purpose of the environmental approval process.
- (c) LACMTA shall promptly notify the City of any election not to proceed with a Subject Transportation Project and shall promptly notify the City of any changes or additions to its contracting and procurement strategy or to the scope of a Subject Transportation Project that has or is reasonably likely to have an impact on the scope, schedule, or roles and responsibilities for the City-Located Section of that Subject Transportation Project. Any proposed changes to the then current Annual Work Plan and any Work Orders as a result of any change notified under this Section 3.1(c) shall be subject to LACMTA's review and approval in accordance with Section 3.4(g) (Work Orders).

### 3.2 Early Involvement and Procurement

- (a) Unless LACMTA and the City agree that the Early Involvement Procedures will not apply to a Subject Transportation Project, the Early Involvement Procedures shall apply to each Subject Transportation Project identified through the Annual Work Plan or Work Order process and to any other Subject Transportation Project identified in accordance with Section 3.1. In the case of those Subject Transportation Project identified to the City prior to the Effective Date and listed in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement), the Early Involvement Procedures will apply only as indicated in that Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement).
- (b) LACMTA and the City will cooperate and coordinate during the Planning & Advanced Conceptual Engineering Phase including LACMTA and the City each exchanging information, participating in coordination meetings and performing the other steps and activities set out in Part C (Early Involvement Procedures) of Exhibit 3 (Early Involvement) in order to:
- (i) review and identify the scope of Rearrangements as part of establishing the Project Definition and prior to release by LACMTA of Procurement Documents for the Design and/or Construction work associated with a Subject Transportation Project and thereby minimize the risk of delays, change orders and other unforeseen costs after award;
  - (ii) confirm the applicable City Standards and any other applicable City criteria, specifications, and requirements, that will inform the development of the Procurement Documents associated with any Rearrangements. The purpose is to clearly define the City Standards and criteria, specifications, and requirements that will apply to the identified Rearrangements based on the scope and Advanced Conceptual Engineering and any other Design Documentation provided to the City and that will be incorporated into the applicable Procurement Documents and used to perform Design reviews;

- (iii) assist LACMTA in identifying Utility Adjustments and enable the Parties to plan for and commence the procedures under Section 3.8 (Utility Adjustments) in a timely manner;
  - (iv) provide the City with an opportunity to review and comment on the anticipated schedule for the Subject Transportation Project and enable the Parties to plan for resourcing needs during the Design Phase and Construction Phase of the Subject Transportation Project; and
  - (v) identify and plan for coordination of anticipated Adjacent Work in accordance with Section 3.7 (Coordination of Work).
- (c) Prior to the end of the Planning & Advanced Conceptual Engineering Phase of a Subject Transportation Project and in any case prior to advertisement of the Procurement Documents for that Subject Transportation Project, the updated project details and the agreements reached during the Early Involvement Procedures will be documented in a Project Definition for that Subject Transportation Project in accordance with Section 3.11 (Establishing the Project Definition) of Part C (Early Involvement Procedures) of Exhibit 3 (Early Involvement) provided that:
- (i) LACMTA acknowledges that the Design provided to the City under the Early Involvement Procedures may be limited to Designs prepared under Advanced Conceptual Engineering and that the City may have new comments on subsequent Design submittals during Design Development as a consequence of new Design information disclosed during Design Development or Design changes made by LACMTA or a LACMTA Contractor after establishment of the Project Definition; and
  - (ii) if the Project is not awarded by LACMTA following the date of the advertisement of the Procurement Documents for a period of two years: (A) the City will have the option to review and update the date of applicable City Standards, if any new City Standards have been adopted and made publicly available since the date of the advertisement of the Procurement Documents. The City will not be responsible for impacts to the Subject Transportation Project due to the change; and (B) LACMTA and the City will review the Project Definition and may agree to amendments to the Project Definition to reflect any impacts to that Rearrangement arising from that delay or from any further Design Development performed since the then current Project Definition was finalized and agreed.
- (d) LACMTA will rely on the Project Definition to prepare and advertise the applicable Procurement Documents for the Subject Transportation Project. If, in accordance with Section 3.2(a), the Early Involvement Procedures do not apply to a Subject Transportation Project, LACMTA will nevertheless submit for City review the draft scope, criteria, specifications, and requirements for the proposed Rearrangements for a Subject Transportation Project that are intended to be included in the Procurement Documents for the Subject Transportation Project. Together with such submission, LACMTA will submit to the City for approval a table of any requested deviations from any City Design or Construction requirements. The City will review such draft scope, criteria, specifications, and requirements for conceptual compliance with the City Standards and otherwise for compliance with this Agreement and the requested deviations and will provide comments to LACMTA within the LACMTA Submittal Review Period and in accordance with Exhibit 7 (LACMTA Submittal Procedure). The Parties will discuss in good faith and resolve comments submitted by the City and mutually agree to the scope, criteria, specifications, and requirements for Rearrangements (including any deviations from any City Design or Construction requirements) to be included in the Procurement Documents.
- (e) If, following the advertisement of the Procurement Documents for a Subject Transportation Project, any amendments to the Procurement Documents are proposed to the scope, criteria, specifications, and requirements for the proposed Rearrangements for the Subject Transportation Project included in the Procurement Documents as a result of requests for clarification or otherwise, LACMTA will submit those proposed amendments for City review. The City will review such proposed amendments for conceptual compliance with the City Standards and otherwise for compliance with this Agreement and provide comments to LACMTA within a shortened review period of five Working Days and otherwise in accordance with Exhibit 7 (LACMTA Submittal Procedure).

- (f) Any support and/or services provided by the City under the provisions of this Section 3.2, are eligible for reimbursement under Sections 3.3, 3.4 and 8.1 (Reimbursements to the City) provided that no reimbursements to the City will be made for:
  - (i) performance of its obligations as a responsible agency or cooperating agency (as applicable) for the purposes of the environmental review and approval process for a Subject Transportation Project; or
  - (ii) unless otherwise approved in the Annual Work Plan and Work Order issued by LACMTA, performance of any other activities, work and services performed during the Planning & Advanced Conceptual Engineering Phase falling within any of the categories of "non-reimbursable tasks" set out in Part D (Reimbursable and Non-Reimbursable Tasks) of Exhibit 3 (Early Involvement).

### 3.3 Annual Work Plan

- (a) At the beginning of each LACMTA Fiscal Year, the Parties will review the Project Schedule and the 'life of project' resourcing needs to facilitate the efficient, timely, and safe delivery of each Subject Transportation Project through its Design Phase and Construction Phase and will commence the Annual Work Plan process for the next LACMTA Fiscal Year. LACMTA and the City will cooperate to develop an agreed Annual Work Plan for each Subject Transportation Project that will require the City to perform work pursuant to this Agreement for each LACMTA Fiscal Year during the Term in which such work for that Subject Transportation Project is to be performed, in accordance with the following provisions:
  - (i) not later than each July 31 (or in the case of the first partial Fiscal Year applicable to a Subject Transportation Project, no later than 30 days after a LACMTA Project Description for that Subject Transportation Project is delivered in accordance with Section 3.1 (Identification of Subject Transportation Projects)), LACMTA will provide Preliminary Projections to the City for the upcoming LACMTA Fiscal Year for each Subject Transportation Project;
  - (ii) within 30 days after the City's receipt of the Preliminary Projections from LACMTA, the City shall submit a preliminary annual work plan to LACMTA for the upcoming LACMTA Fiscal Year, which will include an estimate of the Costs for the anticipated work for which the City is eligible for reimbursement, and the personnel resources (including any City Contractors) anticipated to be required to perform the anticipated work;
  - (iii) promptly and in any event within 15 Working Days after LACMTA receives the preliminary annual work plan from the City pursuant to Section 3.3(a)(ii), LACMTA will schedule a meeting with the City to review the preliminary work plan and negotiate in good faith such issues as are necessary in order for LACMTA to provide the City with a letter of support for the City budget process by September 30. This will include discussion of: any additional project-specific training that may be required to supplement the programmatic training agreed under Section 2.6(h) (Assigned Personnel); and any additional consultant resources that may be engaged through the use of City Contractors, to mitigate the risk of delay in performing the work plan and ensure that the City has sufficient access to any particular skill-sets or qualifications required to perform the anticipated work for the Subject Transportation Project;
  - (iv) not later than January 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the Subject Transportation Project, no later than 60 days upon receipt of the preliminary annual work plan submitted by the City), LACMTA shall deliver to the City updated information regarding the scope of activities and services for the upcoming LACMTA Fiscal Year for each Subject Transportation Project;
  - (v) not later than February 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the Subject Transportation Project, no later than 30 days upon receipt of the updated information regarding the scope of activities and services from LACMTA), City

departments/bureaus shall submit a Form 60 to LACMTA for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 3.4 (Work Orders); and

- (vi) not later than March 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the Subject Transportation Project, no later than 30 days upon receipt of the applicable Form 60 from the City under Section 3.3(a)(v)), the Parties shall negotiate in good faith and agree (subject to LACMTA board approval where applicable) each Form 60 submitted by the City under Section 3.3(a)(v) for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 3.4 (Work Orders); and
  - (vii) not later than May 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the Subject Transportation Project, no later than 60 days following conditional agreement under Section 3.3(a)(vi)), LACMTA will obtain any and all board approvals required and authorize and issue the Work Order for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 3.4 (Work Orders). Authorization of that Work Order will be deemed as agreement of the annual work plan for the Subject Transportation Project for the upcoming LACMTA Fiscal Year (each such agreed annual work plan for a Subject Transportation Project, an "**Annual Work Plan**").
- (b) This Section 3.3 does not limit the ability of the Parties to agree to additional Work Orders under Section 3.4 (Work Orders) during the applicable LACMTA Fiscal Year with respect to any work, activities or services required to be performed by the City under this Agreement that are not anticipated under the Annual Work Plan and not already authorized through a Work Order. The City Project Liaison shall coordinate with each City department to ensure any Form 60 submitted to LACMTA under this Section 3.3 is submitted in accordance with the time periods as set out in this Section 3.3.
  - (c) Any Annual Work Plan for a Subject Transportation Project identified in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement) shall remain applicable for the current LACMTA Fiscal Year and any new obligations of the Parties created under this Section 3.3 with respect to that Subject Transportation Project shall commence with the Annual Work Plan for the next LACMTA Fiscal Year.
  - (d) The services performed by the City in preparing Annual Work Plans under the provisions of this Section 3.3, are eligible for reimbursement under this Section 3.3 and Sections 3.4 (Work Orders) and 8.1 (Reimbursements to the City).

#### 3.4 **Work Orders**

- (a) If the City will be performing work and services under the provisions of this Agreement (including for completion and closeout activities to prior to issuing a Statement of Completion for a Subject Transportation Project), the City shall promptly submit a Form 60 to LACMTA to estimate the total effort and Costs for which the City shall require reimbursement with respect to an annual work plan under Section 3.3(a)(v) (Annual Work Plan) or a specific scope of work (as applicable).
- (b) Where the City agrees to procure or perform City-Performed Project Work, the City will submit a separate Form 60 for the agreed upon work, together with the agreed schedule for the performance of that work, in accordance with Exhibit 5 (City-Performed Project Work). If the City procures outside labor services or uses City-construction forces to perform the City-Performed Project Work, LACMTA may be required to execute a separate funding agreement with the City department/bureau responsible for the agreed upon services, in addition to the signed Work Order. LACMTA acknowledges each City department/bureau must execute a separate funding agreement prior to the commencement of City-Performed Project Work.

- (c) If LACMTA approves a Form 60 submitted by the City without requiring any changes or additions, LACMTA will issue a signed Work Order to the City for the agreed upon Annual Work Plan or specific scope of work (as applicable).
- (d) If LACMTA requests changes or additions (including any additional or supplemental provisions) to a Form 60 submitted to it by the City with respect to a scope of work under Section 3.4(a) prior to issuing a Work Order, the Parties shall negotiate in good faith such changes or additions. Upon the Parties agreement of any such changes or additions: (i) LACMTA will issue a signed Work Order to the City for the applicable Annual Work Plan or scope of work (as applicable), with the agreed changes or additions; and (ii) following receipt of that Work Order, the City must document its acceptance of the agreed changes or additions to the applicable Form 60 within ten Working Days by counter-signing the Work Order or otherwise by written acceptance by the City Representative, in each case followed by the commencement of the work authorized under that Work Order. Nothing in this Section 3.4(d) shall prohibit LACMTA from approving a Form 60 under this Section 3.4 in part or the Parties from agreeing a Form 60 in part, in which case LACMTA will issue a Work Order authorizing the City to commence the approved or agreed part of the scope of work in accordance with this Section 3.4. The City will commence the part of the work that is so authorized in that Work Order (or upon execution of a separate funding agreement, where a separate funding agreement is required under this Section 3.4) and the Parties will continue to negotiate in good faith the scope of work that remains to be approved or agreed, with escalation under Section 2.5 (Issue Resolution) as needed.
- (e) Each Work Order issued by LACMTA to the City in accordance with this Agreement shall specify (within the Work Order or by attachment of an Annual Work Plan and related Form 60, where applicable): the work authorized to be performed and any materials or equipment to be acquired; the amount of money that the City will be reimbursed for the authorized work as agreed under the applicable Form 60; and a schedule, including the estimated start and end dates for the authorized work. LACMTA acknowledges City departments/bureaus may require a separate funding agreement to procure materials and hire City Contractors or use City-construction forces to perform the City-Performed Project Work. The City is not responsible for any delays or project impacts that result from LACMTA's delay in issuing a Work Order to the City following the City's proper and timely submission of a Form 60 in accordance with this Agreement.
- (f) Subject to Section 3.4(h), the City shall not be obliged nor authorized to do any work and shall not be paid, credited or reimbursed for costs or expenses associated with any work performed in connection with a Subject Transportation Project or otherwise under the provisions of this Agreement, that is not authorized by a Work Order (including any modifications to that Work Order authorized in accordance with this Section 3.4).
- (g) Subject to Section 3.4(h), any proposed change to a Work Order issued under this Agreement shall be submitted in writing to LACMTA for its prior approval and if the change includes a proposed adjustment to total effort and Costs for the work under the Work Order, shall be submitted together with an updated Form 60 reflecting the proposed change. LACMTA must promptly and without delay (and in any case within 20 days of submittal by the City in accordance with this Section 3.4(g)) review the proposed change to the Work Order and notify the City in writing of its approval and subsequently issue a signed Work Order modification to the City via email address, DOT.MTAWorkOrderAuthorization@lacity.org and copy each respective City department or rejection of the proposed change. If the proposed change is approved by LACMTA in writing in accordance with Section 11.1 (Approvals: Further Documents and Actions), LACMTA must email the signed Work Order modification to DOT.MTAWorkOrderAuthorization@lacity.org and copy each respective City department/bureau.
- (h) In the event of an emergency or immediate risk to health and safety where mitigation activities are required to be taken immediately and without time for prior approval, LACMTA will not unreasonably withhold a reimbursement for activities performed by the City to mitigate that immediate risk, whether or not expressly authorized under a Work Order in place at the time, provided that the change shall be confirmed in writing in accordance with Section 3.4(g) within three days of the commencement of such mitigation activities.

- (i) If the LACMTA decides not to proceed with a Subject Transportation Project, LACMTA may terminate any Work Order at any time at its sole discretion, provided that the City will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.
- (j) LACMTA shall reimburse the City for the services and activities performed in accordance with Exhibit 10 (Inspection and Acceptance Procedure). LACMTA shall not unreasonably withhold issuance of a Work Order authorizing the City to perform inspection, acceptance, and closeout activities with respect to a Subject Transportation Project required in accordance with Exhibit 10 (Inspection and Acceptance Procedure).
- (k) The City shall promptly notify LACMTA if at any time it anticipates:
  - (i) exceeding approximately 75% of the total estimated labor Costs under any Work Order within the next 60 days;
  - (ii) that the total labor Costs under any Work Order will be in excess of approximately 10% greater than previously estimated Costs; or
  - (iii) for City-Performed Project Work, that the estimated finishing date will be later than the date stated in the Work Order,

and shall request an amendment to such Work Order pursuant to Section 3.4(g).

### 3.5 Project Schedule

- (a) The City agrees to cooperate and coordinate with LACMTA in accordance with the provisions of this Agreement and to allocate sufficient staff and other resources necessary to perform its work under this Agreement in accordance with the review periods and timelines identified in this Agreement. If the City determines that additional personnel or other resources (including through the use of City Contractors) are required to mitigate the risk of delay in performing its obligations within the agreed review periods and timelines, the City shall raise this at the next meeting held under Section 2.4(d) (Project Governance) and may submit a proposed change to a Work Order in accordance with Section 3.4(g).
- (b) As described in Section 1.2 (Preparation and Submission of Design Documentation) of Exhibit 7 (LACMTA Submittal Procedure), LACMTA and the applicable LACMTA Contractor will consult with the City in defining a schedule for submission of Packages to the City during the Design Phase of each Subject Transportation Project. As it relates to City-Performed Project Work, the Parties will mutually agree to a schedule as set out in Section 1.3 of Exhibit 5 (City-Performed Project Work).
- (c) Subject to Section 11.10 (Force Majeure), if the City fails to meet a deadline or schedule established in this Agreement or in the applicable Annual Work Plan or Work Order for Design, Construction or any other activity, LACMTA must demonstrate to the City that this failure: (i) constitutes an adverse impact to the cost of the applicable Subject Transportation Project; and (ii) directly results in a delay to LACMTA's Construction contract's critical path work. Then, City shall be responsible for all actual documented costs and expenses incurred by LACMTA arising out of such delay. LACMTA's notice to the City must also address City's review comments, City's request for information, and any other City notices previously delivered to LACMTA with respect to the Design and/or Construction of the Subject Transportation Project. City shall pay LACMTA the amount due pursuant to this Section 3.5(c) within 90 days after receipt of demand, accompanied by necessary data to document the costs incurred. If LACMTA and City agree, LACMTA may deduct the amount due from City to LACMTA pursuant to this Section 3.5(c) from payment (or payments, if necessary) next due to City under this Agreement.
- (d) Without limiting any other rights under this Section 3.5, if: (i) the City fails to carry out City-Performed Project Work mutually agreed by the Parties; or (ii) LACMTA reasonably determines that the City will be unable to timely complete such City-Performed Project Work, LACMTA may, by Notice to the City,

suspend the affected element of the City's work and LACMTA may perform the remaining work, subject to the City's approval and inspection processes where City Facilities are involved. If LACMTA takes over work in accordance with this Section 3.5(d), the City shall cooperate and assist LACMTA in accordance with the provisions of this Agreement. LACMTA shall be responsible for any costs incurred by the City in accordance with an Annual Work Plan or Work Order, up to the point that LACMTA chooses to suspend the City's work.

- (e) To the extent a failure by LACMTA to perform its work and obligations in accordance with the review periods and timelines identified in this Agreement and any Annual Work Plan or any Work Order results in a delay to the performance of the City's work under this Agreement, the City will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under this Agreement or the applicable Annual Work Plan or Work Order.
- (f) In relation to a Subject Transportation Project, the following will not be considered a delay caused by the City:
  - (i) LACMTA fails to respond following submission by the City of a Form 60 in accordance with Sections 3.4(a) and (b) (Work Orders);
  - (ii) LACMTA and the applicable LACMTA Contractor fail to consult with the City in defining a schedule for submission of Packages to the City for the Subject Transportation Project as required in Exhibit 7 (LACMTA Submittal Procedure);
  - (iii) following receipt of City comments to a LACMTA Submittal in accordance with this Agreement, LACMTA or the applicable LACMTA Contractor fail to incorporate the City's comments upon the first re-submittal or respond with how the City's comments will be addressed in a future LACMTA Submittal;
  - (iv) LACMTA or the applicable LACMTA Contractor request that the City review and provide comments to a LACMTA Submittal in a shorter time period than the LACMTA Submittal Review Period or fail to properly account for the LACMTA Submittal Review Period in the Project Schedule;
  - (v) LACMTA or the applicable LACMTA Contractor submit an incomplete LACMTA Submittal as defined in Exhibit 7 (LACMTA Submittal Procedure);
  - (vi) LACMTA or the LACMTA Contractor fail to adhere to the applicable Project Schedule or there is a concurrent delay pursuant to which for the same period of time where there is a City delay in the performance of any work under this Agreement, LACMTA or the LACMTA Contractor have caused their own delay to the Project Schedule; and
  - (vii) new conditions or changes to the Subject Transportation Project that require additional City resources to conduct additional reviews or perform additional work that have not been authorized under an Annual Work Plan or a Work Order.

### 3.6 Permits

- (a) Pursuant to Applicable Law, LACMTA is not subject to zoning, building or design review, or construction permitting ordinances of the City when constructing its Subject Transportation Project in the Public Rights-of-Way.
- (b) Without prejudice to Section 3.6(a) (Permits), the Parties agree that the following will apply with respect to any Subject Transportation Projects:
  - (i) the Designs for any Rearrangements for a Subject Transportation Project will be submitted to the City for review in accordance with Section 4.3 (Design Review Procedure);



- (ii) a Special Permitting Process as set out in Exhibit 9 (Special Permitting Process) shall be utilized by the Parties to expedite City review of work performed by LACMTA or a LACMTA Contractor for Subject Transportation Projects in the Public Rights-of-Way, and expressly waive certain permit fees, bonds and insurance requirements;
  - (iii) except for Cost reimbursement expressly provided under a Work Order and the insurance requirements under Section 9.3 (Insurance), the City shall waive the payment of fees for the permits identified in Exhibit 9 (Special Permitting Process). LACMTA or LACMTA Contractor shall be responsible for the payment of certain fees and charges as set out in Exhibit 9 (Special Permitting Process).
  - (iv) LACMTA or LACMTA Contractor shall not be responsible for the posting of bonds or [insurance] for excavation as set out in Article 9 (Indemnity, Warranties and Insurance);
  - (v) LACMTA shall obtain (or shall ensure that the applicable LACMTA Contractors obtain) any permits required under Exhibit 9 (Special Permitting Process) and shall comply (and shall ensure that the applicable LACMTA Contractors comply) with any conditions set out in Exhibit 9 (Special Permitting Process);
  - (vi) the Special Permitting Process as set out in Exhibit 9 (Special Permitting Process), including the City Design and Construction requirements set out in Exhibit 9 (Special Permitting Process), shall not be amended or supplemented except by mutual agreement of the Parties; and
  - (vii) any processing procedures or timelines for permits required under this Agreement shall be consistent with the terms and conditions set out in this Agreement and will be streamlined as necessary to assist in the timely delivery of the Subject Transportation Project in accordance with the Project Schedule for the Subject Transportation Project.
- (c) If LACMTA requests and the services are agreed and authorized under a Work Order, the City will provide reasonable assistance to LACMTA and the LACMTA Contractors in relation to any application by LACMTA or a LACMTA Contractor for a Governmental Approval or other Governmental Entity or third party approval relating to or arising from, the Design or Construction of the City-Located Section of a Subject Transportation Project.
  - (d) Unless otherwise agreed between LACMTA and the City, LACMTA may prepare, subject to concurrence by the City (which concurrence may not be unreasonably delayed or withheld), plans and applications for the establishment of street and pedestrian crossings with LACMTA's rail transit tracks, their subsequent maintenance or alteration and their operation, for submission to the CPUC. To the extent required by Applicable Law, the state fire marshal and the City fire department shall review such plans and specifications and perform inspections as needed throughout the Construction of the City-Located Section of any applicable Subject Transportation Project.

### 3.7 Coordination of Work

- (a) Except in the case of Adjacent Work required as a result of an emergency (which notification and coordination may occur as soon as reasonably practicable after the occurrence of the emergency), the City utilizes the Public Way Reservation System ("**PWRS**"), ZI-1117 process and the Major Transit and Transportation Construction Traffic Management Committee ("**TCTMC**") to coordinate proposed or planned Adjacent Work and will coordinate the design and performance of any Adjacent Work with LACMTA so that such Adjacent Work shall minimize disruption or delay to the Design and Construction of a Subject Transportation Project including by complying with the provisions of this Section 3.7. When a Subject Transportation Project occupies a street segment for more than six months, LACMTA shall cooperate to allow new, unrelated facilities to perform their installations, so long as the Subject Transportation Project will not be delayed. LACMTA shall not unreasonably withhold access to the work zone.

- (b) LACMTA has established with the City a ZI-1117 permit process; to identify existing or proposed transportation facilities and require projects within the LACMTA project limits to obtain LACMTA concurrence prior to final plan sign-off. LACMTA shall have the right to final permit sign-off. LACMTA has the right to refuse to allow such construction, which directly impacts an existing transportation facility or the construction of a Subject Transportation Project. Further, should LACMTA determine that a proposed, new City Facility or other Adjacent Work that is not related to nor required because of a Subject Transportation Project, will delay or otherwise conflict with the construction of a Subject Transportation Project or any part of it, LACMTA has the right to condition the installation of such City Facility or other Adjacent Work upon such relocation, modifications, and/or scheduling adjustments as are mutually agreed to between the City and LACMTA. LACMTA shall allow the City or a City Contractor to access existing City Facilities to perform emergency repairs provided that the City and the City Contractor shall comply with the Rail Operations Track Allocation Procedure (as applicable) and with any site access and work health and safety policies and procedures applicable to the area being accessed. This Section 3.7 shall not apply to Rearrangements performed as part of a Subject Transportation Project.
- (c) Upon request from LACMTA, the City will establish a 'Major Transit and Transportation Construction Impact Area'. LACMTA shall designate a representative to interface with the TCMTC to assist with resolving coordination efforts with a third party performing any Adjacent Work or City Construction Work.
- (d) With the assistance of the City, LACMTA shall request a PWRS user account from BOE to ensure that any geographic information system mapping file depicting the intended alignment of a Subject Transportation Project is uploaded to the City's PWRS (or any equivalent successor program) for the purposes of putting third party developers or contractors on notice of the need to notify LACMTA of planned Adjacent Work. LACMTA is responsible for keeping the project information in PWRS up to date to ensure coordination with other planned activities within the Public Rights-of-Way.

### 3.8 Utility Adjustments

- (a) LACMTA and the City will cooperate and coordinate in performing the steps necessary to ensure that applicable Utility owners implement the Utility Adjustments necessary to address Utility Conflicts that will impact the City-Located Section of a Subject Transportation Project in a timely manner, including LACMTA and the City each exchanging information, participating in coordination meetings, coordinating in the issuance of notices to Utility owners requesting a Utility Adjustment, and performing the other steps and activities set out in Exhibit 4 (Utility Adjustment Procedures).
- (b) Any Utility Adjustments performed for a Subject Transportation Project shall comply with the applicable City Standards and Utility owner standards. If there is a conflict between the City Standards and Utility owner standards, the Parties shall use good faith efforts to agree to a resolution at the working level and if the Parties are unable to agree, the issue shall be escalated for resolution in accordance with Exhibit 2 (Issue Resolution Ladder).
- (c) LACMTA, with the support of the City as necessary, shall coordinate in executing the necessary documents for each step set out in Exhibit 4 (Utility Adjustment Procedures).
- (d) The determination of whether LACMTA or a Utility owner is responsible for the cost of a Utility Adjustment shall be a matter solely for LACMTA and the applicable Utility owner to resolve.
- (e) The services performed by the City under the provisions of this Section 3.8, are eligible for reimbursement under Sections 3.3 (Annual Work Plan), 3.4 (Work Orders) and 8.1 (Reimbursements to the City).

### 3.9 Governmental and Lender Requirements

If a Subject Transportation Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, Federal Transit Administration, other Governmental Entities, and/or

financial institutions providing grants, funding or financing, the Parties will comply with (and will ensure that any LACMTA Contractors and City Contractors, as applicable, comply with) any additional prescribed governmental and lender requirements under the applicable grant, funding or financing agreements, as notified to the City in the Project Definition for that Subject Transportation Project, an Annual Work Plan or Work Order for that Subject Transportation Project or any other notice delivered by LACMTA in accordance with this Agreement.

#### 4. DESIGN

##### 4.1 Design Responsibilities

- (a) Unless otherwise mutually agreed under this Section 4.1, LACMTA will (directly or through LACMTA Contractors) Design all Rearrangements (including, at City's cost, any Betterments agreed by the Parties under this Agreement) and produce all Design Documentation for Rearrangements in accordance with the provisions of this Agreement.
- (b) As between the City and LACMTA, LACMTA is responsible for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor.
- (c) The City will provide support services (including Design review) with respect to the Design of a Rearrangement performed by LACMTA or a LACMTA Contractor. These services will be eligible for reimbursement pursuant to the procedures set out under Sections 3.3 (Annual Work Plan) and 3.4 (Work Orders).
- (d) In addition to the Design support services provided under Section 4.1(c), the Parties may mutually agree that the City will:
  - (i) Design a Rearrangement and produce all Design Documentation for that Rearrangement, in which case the costs of such work (other than in the case of any Betterment, which will be at the City's cost) will be authorized and reimbursed pursuant to the procedures set out under Sections 3.3 (Annual Work Plan) and 3.4 (Work Orders); and/or
  - (ii) perform Design work with respect to the Subject Transportation Project that is not part of any Rearrangement pursuant to the procedures and subject to the requirements set out under Exhibit 5 (City-Performed Project Work).

As between the City and LACMTA, the City shall be responsible for any errors and omissions in any Design Documentation prepared by the City or a City Contractor under this Section.

##### 4.2 Design Requirements

- (a) Any Design work for any Rearrangements shall be performed in accordance with:
  - (i) the terms of this Agreement, including any applicable City Design requirements set out in Exhibit 9 (Special Permitting Process); and
  - (ii) all Governmental Approvals, Applicable Law, the final EIR/EIS and, subject to Section 4.5 of this Agreement, the City Standards.
- (b) For each Subject Transportation Project requiring Rearrangements, the scope, criteria, specifications, and requirements for those Rearrangements that are included in the applicable Procurement Documents will be consistent with the requirements set out in Section 4.2(a). The City shall not seek to apply additional Design requirements to a Rearrangement, except to the extent the City and LACMTA mutually agree under the Early Involvement Procedures and Project Definition (or as part of the preparation and review of the Procurement Documents under Section 3.2(d) (Early Involvement and Procurement) if the Early Involvement Procedures do not apply) that such additional, amended

or supplemental requirement is necessary to address an element of the Design of the applicable Subject Transportation Project.

#### 4.3 **Design Review Procedure**

For the Design of Rearrangements performed by LACMTA (directly or through LACMTA Contractors), the following procedures shall apply:

- (a) LACMTA will submit, and will require that any applicable LACMTA Contractors submit, the Designs for any Rearrangements for a Subject Transportation Project to the City for review in accordance with the procedures set out in and Exhibit 7 (LACMTA Submittal Procedure) and otherwise in accordance with the provisions of this Agreement;
- (b) the City will carry out the review and approval of the Designs for the Rearrangements for a Subject Transportation Project in accordance with the procedures and the review periods set out in Exhibit 7 (LACMTA Submittal Procedure) and otherwise in accordance with the provisions of this Agreement; and
- (c) the Design review procedures for all Rearrangements for a Subject Transportation Project will be coordinated by the LACMTA Project Liaison (unless delegated to a LACMTA Contractor) and the City Project Liaison. The City Project Liaison will be responsible for coordinating the submission of all Design review comments from City departments.

#### 4.4 **Design Development**

For each Subject Transportation Project requiring Rearrangements, the Design Documentation for any Rearrangements will be submitted for review progressively in Packages and with respect to the Design for any Rearrangements where the Design is prepared by a LACMTA Contractor, LACMTA, through the applicable LACMTA Contractor, will retain responsibility for defining the scope and timing of delivery of the Packages at each stage of Design following consultation with the City in accordance with Part A (Submittal and Review Procedure) of Exhibit 7 (LACMTA Submittal Procedure).

#### 4.5 **City Standards**

- (a) The City shall not adopt any new City Standards or otherwise apply, amend, or supplement any existing City Standards, for the sole or primary purpose of affecting one or more Transportation Projects.
- (b) The City Standards applicable to a Rearrangement shall be those City Standards that were in effect and publicly available on the date of the advertisement of the applicable Procurement Documents, subject to any changes, additions, or deviations to those City Standards agreed under the Project Definition and excluding any City Standards adopted in breach of Section 4.5(a). If the Project is not awarded by LACMTA following the advertisement of the Procurement Documents for a period of two years, the City will have the option to review and update the date of applicable City Standards, if any new City Standards have been adopted and made publicly available since the date of the advertisement of the Procurement Documents. The City will not be responsible for impacts to the Subject Transportation Project due to any such change.
- (c) The City shall promptly (and in any case within 15 Working Days of adoption) notify LACMTA of any changes or additions to the City Standards adopted during the Term.
- (d) Subject to Section 4.5(a), the City has the sole discretion in the interpretation and application of the City Standards in its review and approval of the Rearrangements.

#### 4.6 Changes to Design

- (a) If LACMTA wishes to amend the AFC Design for a Rearrangement, it must submit the amended Design Documentation to the City and Exhibit 7 (LACMTA Submittal Procedure) will apply as if the Design Documentation is for the AFC Design.
- (b) Subject to prior consultation with the City, LACMTA may use or may allow the relevant LACMTA Contractor to use, the amended AFC Design for Construction prior to approval by the City if and only if the amendment to the AFC Design is: (i) minor; (ii) does not adversely impact the relevant Rearrangement; and (iii) is necessary to overcome an issue which has arisen or become evident since the AFC Design was initially approved.

#### 4.7 Value Engineering

LACMTA and the City must work together to create efficiencies to reduce the overall cost of a Subject Transportation Project in order to maximize the value of public funds. The City will exercise sound engineering judgment to cooperate and coordinate with LACMTA to identify efficient approaches to the Design of Rearrangements for a Subject Transportation Project that support achievement of the objectives set out in Recital (D) when:

- (a) performing the steps and activities under the Early Involvement Procedures including when reviewing the scope, criteria, specifications, and requirements for the Rearrangements that are included in the applicable Procurement Documents (or as part of the preparation and review of the Procurement Documents under Section 3.2(d) (Early Involvement and Procurement) if the Early Involvement Procedures do not apply);
- (b) performing Design reviews under Section 4.3 (Design Review Procedure), including as part of the resolution of City comments made to Designs; and
- (c) reviewing any requests for deviations to the City Standards and/or the Design and Construction requirements set out in Exhibit 9 (Special Permitting Process).

The Parties acknowledge and agree that this will include identifying, and reviewing LACMTA Contractor-identified, recommendations for potential innovations and value engineering opportunities with respect to the Rearrangements that offer value in terms of a reduced capital cost for the Subject Transportation Project and/or that will offer value in terms of schedule savings, and/or quality benefits and adopting and applying those recommendations that, following evaluation by the Parties, will reduce the capital cost of the Subject Transportation Project and/or that will offer value in terms of schedule savings, and/or quality benefits. Any innovation or value engineering recommendations will be evaluated on the basis that any such recommendation should satisfy the required function of the Rearrangement at the lowest total cost (capital, operating, and maintenance) consistent with the requirements of performance, reliability, maintainability, and safety. At each meeting held under Section 2.4(d) (Project Governance), the LACMTA Project Liaison and City Project Liaison will report to the Level 1 Decision Makers on those potential innovations and value engineering evaluated and/or adopted for the Subject Transportation Project.

### 5. CONSTRUCTION

#### 5.1 Construction Responsibilities

- (a) Except to the extent of any Construction work requested to be performed by the City under Section 5.1(b), LACMTA (directly or through the LACMTA Contractors) will be responsible for the Construction of all Rearrangements and shall diligently perform and shall ensure that any LACMTA Contractor diligently performs, all such Construction in accordance with the provisions of this Agreement.
- (b) If the Parties mutually agree, the City may perform:

- (i) Construction work with respect to a Rearrangement, and/or provide Construction support services, as authorized pursuant to the procedures set out under Sections 3.3 (Annual Work Plan) and 3.4 (Work Orders); and
- (ii) additional Construction work within the City for a Subject Transportation Project that is not part of any Rearrangement, as agreed pursuant to the procedures and subject to the requirements set out under Exhibit 5 (City-Performed Project Work).

The City shall perform and shall ensure that any City Contractor performs, all such Construction work and/or support services in accordance with the provisions of the applicable Work Order and this Agreement.

## 5.2 Construction Requirements

- (a) The Construction of the Rearrangements and any other Construction work performed in Public Rights-of-Way in connection with a Subject Transportation Project shall be performed in accordance with:
  - (i) in the case of any Rearrangements:
    - (A) the AFC Design (including any changes agreed under Section 4.6 (Changes to Design) of this Agreement; and
    - (B) subject to Section 4.5 (City Standards) of this Agreement, the City Standards;
  - (ii) all Governmental Approvals, Applicable Law, and the final EIR/EIS;
  - (iii) the Special Permitting Process as set out in Exhibit 9 (Special Permitting Process), including any applicable City Construction requirements set out in Exhibit 9 (Special Permitting Process);
  - (iv) in the case of City-Performed Project Work the schedule for such Construction work agreed under Exhibit 5 (City-Performed Project Work); and
  - (v) all other Construction requirements under the provisions of this Agreement.
- (b) In the case of Construction work performed by LACMTA that is not part of the Construction of a Rearrangement, the City's review rights will be limited to review rights for excavations in the Public Rights-of-Way to construct LACMTA-owned facilities, as set out in Exhibit 8 (Support of Excavation).

## 5.3 Request for Information

Either Party may submit a request for information to the other with respect to a Subject Transportation Project, this Agreement, any support and/or services provided under this Agreement, an Annual Work Plan or Work Order, or any review comment or submittal made or prepared under the terms of this Agreement. Upon delivery of any request for information, the receiving Party must provide the information requested to the other Party promptly and in any case within ten days of delivery of the request (or such longer period as the Parties may agree having regard to the quantum of information requested).

## 5.4 Rights-of-Way

- (a) Replacement rights-of-way for the relocation of Conflicting Facilities shall be determined during the Design Phase and, if needed, may be acquired by LACMTA or the City in accordance with the Project Schedule following approval by the Parties of the location and type of such replacement rights-of-way. When reasonably possible and where the City Facilities being replaced are located in a Public Right-of-Way, a Rearrangement shall be located in the existing Public Right-of-Way. If the City cannot acquire any necessary private rights-of-way without out-of-pocket expense to itself, such private

rights-of-way may be acquired by LACMTA. Upon acceptance of the applicable Replacement Facility, the City shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all City real property interests being taken out of service by the Rearrangement, and for which replacement real property interests are provided. However, replacement rights-of-way involving real property controlled by the City's Recreation and Parks Department, if any, shall be handled by a separate instrument between that Department and LACMTA.

- (b) Upon reasonable request by LACMTA, the City shall provide all such reasonable assistance as may be required for LACMTA to obtain the right-of-way necessary to construct the City-Located Section. Without prejudice to the generality of the foregoing and to Section 3.6(a) (Rights-of-Way), the City shall consider requests by LACMTA to convey to LACMTA, at no cost to LACMTA, any City-owned street crossings, slivers, surface easements and temporary construction easements that may be required for Construction of a Subject Transportation Project without requiring LACMTA to go through the appraisal, negotiations, offer, closing and transfer process. LACMTA will prepare or cause to be prepared, the title documents and documents of conveyance and shall transmit such documents to the City Representative who shall process them through the required departments for execution and return them to LACMTA within 90 days after receipt.
- (c) The City agrees to cooperate with LACMTA, and assist LACMTA, with any right-of-way certification processes involving other entities or agencies.
- (d) Upon reasonable request by the City, LACMTA shall provide all such reasonable assistance as may be required for the City to obtain the right-of-way necessary for any Construction performed by the City under this Agreement. Without prejudice to the generality of the foregoing, LACMTA shall consider requests by the City to convey to the City, at no cost to the City, any LACMTA-owned street crossings, slivers, surface easements and temporary construction easements that may be required for Construction performed by the City under this Agreement without requiring the City to go through the appraisal, negotiations, offer, closing and transfer process. The City will prepare or cause to be prepared, the title documents and documents of conveyance and shall transmit such documents to the LACMTA Representative who shall process them through the required departments for execution and return them to the City within 90 days after receipt, but in any event in accordance with the Project Schedule.
- (e) LACMTA agrees and acknowledges that this Agreement satisfies any City obligations to LACMTA and otherwise relating to the certification of rights-of-way, and that LACMTA shall cooperate with the City, and assist the City, with any right-of-way certification processes involving other entities or agencies.
- (f) If, following a Rearrangement, a City Facility is located within the Project Right-of-Way, LACMTA shall provide the City with an equivalent license and/or no fee license, in a form reasonably acceptable to the City, to install, operate, maintain, and/or remove such City Facility within the replacement rights or license at the new location.
- (g) If, prior to LACMTA's scheduled date of commencement of Construction work in a part of the City-Located Section, a Rearrangement is necessary to eliminate a conflict, the City may grant to LACMTA and/or its designee sufficient rights to access any City-owned right-of-way, if necessary, to allow LACMTA to proceed with investigation of existing conditions and the Construction of that Rearrangement in accordance with the Project Schedule; provided, however, that such grant does not unreasonably and adversely interfere with the provision of City's services to the public, or affect public health and safety; and provided further, that the City is permitted under Applicable Law to grant such right.

## 5.5 Hazardous Materials

LACMTA (or its LACMTA Contractors) will be responsible for any environmental site assessments and any remediation of hazardous materials to be performed on the Project Site for the purposes of a Subject Transportation Project. LACMTA will not be responsible for any costs relating to the presence or existence of

any environmental hazard on, in, under or about any City Facility, including but not limited to, any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or any LACMTA Contractor caused the environmental hazard through its actions. LACMTA will provide reasonable assistance to the City in identifying any third party Person that is responsible for the presence or release of any such hazardous substance and in ensuring that such Person is accountable for the measures necessary to remediate the relevant part of the site.

#### 5.6 **Inspection and Acceptance**

The Parties agree that inspection and acceptance of the Construction of Rearrangements performed under this Agreement will be carried out in accordance with the procedure set out in Exhibit 10 (Inspection and Acceptance Procedure).

### 6. **BETTERMENTS**

#### 6.1 **Notice of Betterments**

- (a) The City shall inform LACMTA what Betterments, if any, the City requests be implemented as a Rearrangement or a part of a Rearrangement by submitting a completed City Betterment Request for LACMTA's review and approval. The City shall submit any City Betterment Request to LACMTA promptly after identifying a potential Betterment and in any event shall, unless later delivery is otherwise agreed by LACMTA or acknowledged under this Article 6, deliver all City Betterment Requests under paragraph (a) of the definition of "Betterment" to LACMTA preferably prior to the establishment of the Project Definition for the Project.
- (b) Any Design furnished by the City under a Work Order shall specifically identify any Betterments included in such Design and where Betterments are identified that were not previously agreed under the Project Definition for the Subject Transportation Project, any such Design shall be accompanied by a completed City Betterment Request and submitted for LACMTA's review and approval in accordance with this Article 6.
- (c) If LACMTA considers that a City comment to a LACMTA Submittal or any other form of City request with respect to a Subject Transportation Project constitutes a Betterment, the Parties will discuss the comment at the working level as part of the comment resolution process and if, following those discussions, LACMTA still considers that the City comment or request constitutes a Betterment, LACMTA will deliver a LACMTA Notice of Potential Betterment to the City and within 20 Working Days of delivery of that Notice, the City will: (i) withdraw or amend the relevant comment; (ii) submit a request for the applicable Betterment by submitting a completed City Betterment Request for LACMTA's review and approval; or (iii) dispute the basis of the LACMTA Notice of Potential Betterment by escalating the issue under Section 2.5 (Issue Resolution). If the City fails to respond within 20 Working Days of a Notice delivered by LACMTA under this Section 6.1(c), LACMTA may escalate the issue under Section 2.5 (Issue Resolution).

#### 6.2 **Approval of Betterments**

If LACMTA approves a Betterment requested by the City:

- (a) the LACMTA Representative shall counter-sign the City Betterment Request (updated to include any changes negotiated and agreed by LACMTA and the City); and
- (b) the City will be responsible for the cost of the Betterment.

#### 6.3 **Right to Refuse a Betterment**

No Betterment shall be constructed that is not approved by LACMTA pursuant to this Article 6. LACMTA shall have the right to refuse and withhold approval for any Betterment, that:



- (a) is incompatible with the Subject Transportation Project;
- (b) cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
- (c) is requested after the establishment of the Project Definition for the Subject Transportation Project.

#### 6.4 **Cost of Betterments**

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

### 7. **OPERATION AND MAINTENANCE**

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

### 8. **REIMBURSEMENT AND CREDITS**

#### 8.1 **Reimbursements to the City**

- (a) Except with respect to Betterments, LACMTA will reimburse the City for Costs incurred for work performed by the City or the City Contractors under a Work Order in accordance with this Section 8.1 and the provisions of the applicable Work Order.
- (b) LACMTA shall email a copy of each Work Order (including any modifications to a Work Order) to the Accounting Division of the Los Angeles Department of Transportation via email address, [DOT.MTAWorkOrderAuthorization@lacity.org](mailto:DOT.MTAWorkOrderAuthorization@lacity.org) and copy each respective City department/bureau. Upon receipt of a Work Order, the City shall submit invoices for Costs incurred for work performed by the City or the City Contractors under that Work Order in accordance with this Section 8.1.
- (c) If a Rearrangement performed under a Work Order is limited to the removal or elimination of a City Facility, LACMTA will only be responsible for any Costs incurred in these activities such City Facility and will not be required to replace or compensate the City for the replacement of that City Facility.
- (d) The City shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by the City or a City Contractor under a Work Order:
  - (i) following the commencement of work under a Work Order, the City shall commence its billing as soon as practicable, and in any case no more than 180 days after commencement of the work and shall bill promptly and at least every 120 days thereafter, utilizing the City's standard

billing procedures. If the City is not able to issue an invoice within a month of the work performed under a Work Order, the City shall provide LACMTA with a monthly report with the work performed in advance of submitting its invoice which shall include the name of each City personnel, a brief description of services performed and a rough order of magnitude of Costs, for the purpose of allowing LACMTA to commence its review in advance of receiving the full invoice;

- (ii) the City shall provide supporting documents to demonstrate the Costs incurred by the City with respect to a Work Order, including City Contractor invoices, the names of individuals performing the relevant tasks and the time committed to those tasks, a description of the tasks performed by reference to the tasks described in the Work Order, and any other supporting information required under the terms of the Work Order or otherwise requested by LACMTA;
  - (iii) each billing statement shall: (A) be noted as either "progress" or "final"; (B) be addressed to LACMTA Accounts Payable at [accountspayable@metro.net](mailto:accountspayable@metro.net); (C) include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and (D) reflect any applicable credits due to LACMTA under this Article 8; and
  - (iv) the final billing under a Work Order shall be submitted to LACMTA, as soon as practicable, but no later than 120 days after completion of the work under the applicable Work Order, and shall summarize prior progress billings, show inclusive dates upon which work was performed, be notated as "final", and otherwise be issued in accordance with the other terms of this Section 8.1(d). All billing inquiries shall be directed to LACMTA Accounts Payable at [accountspayable@metro.net](mailto:accountspayable@metro.net).
- (e) On issuance of a Statement of Final Completion of all Rearrangements for a Subject Transportation Project, LACMTA will issue a Notice of closeout to LADOT Billing and copy each respective City department. The City must issue invoices to LACMTA for all services authorized under a Work Order for the Design and Construction of that Subject Transportation Project, as soon as practicable, but no later than 90 days of receiving such Notice. If the City is unable to issue a final invoice within 90 days, the issue shall be escalated in accordance with Section 2.5 (Issue Resolution).
- (f) The Los Angeles Department of Transportation shall be the City's "Billing Agency" and will process all billings and collect and disburse all funds under this Agreement, except for where LACMTA and a City department/bureau have executed a separate funding agreement for agreed upon services.

## 8.2 Reimbursements and Credits to LACMTA

- (a) LACMTA shall receive a credit, or payment for:
  - (i) salvage for items or materials recovered from existing City Facilities, that the City intends to re-use, in the performance of Construction work performed under the provisions of this Agreement where the amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by agreement of the Parties, plus storage and transportation costs of such materials salvaged for the City's use. The sum of credits and/or payments due to LACMTA for salvage shall be agreed by the Parties based on applicable books, records, documents and other data, and in addition, LACMTA and the City may conduct an inspection survey of a City Facility as part of the Early Involvement Procedures and/or during the Design Development process. The survey shall describe the physical attributes, date of construction or installation, and present condition of each Conflicting Facility and shall report the expected service life of each Conflicting Facility as derived from the City's records. LACMTA may request and authorize the City to perform support services with respect to any such inspection survey pursuant to the procedures set out under Section 3.4 (Work Orders);
  - (ii) all Costs relating to Betterments upon acceptance of physical work where:

- (A) the initial amount of the Betterment payment or credit shall be based upon the estimated Cost for the Design and Construction of the Rearrangement with the Betterment as set out in the Part B (City Betterment Request Form) of Exhibit 6 (Forms); and
  - (B) upon acceptance of the physical work for the Betterment, the initial Betterment payment or credit shall be reconciled by the Parties against the actual Costs of the Betterment; and
- (iii) the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the period that the existing Conflicting Facility would have had, had it remained in service and the Rearrangement not been made, where:
- (A) the "**Expired Service Life Value**" shall be equal to the depreciated value of the Conflicting Facility, which value is calculated by multiplying the cost of the Replacement Facility by a fraction, the numerator of which is the age of the Conflicting Facility and the denominator of which is the estimated overall service life of the Conflicting Facility (as set out in the specifications or applicable design life standards for the Conflicting Facility delivered by the City to LACMTA as supporting information); and
  - (B) the Expired Service Life Value shall be calculated in accordance with Section 8.2(a)(iii)(A) (Reimbursements and Credits to LACMTA) prior to the commencement of the applicable Rearrangement work and documented in the applicable Work Order,

provided that LACMTA shall not receive a credit or payment for Expired Service Life Value for street pavements, curbs, gutters, sidewalks, traffic signals, traffic control devices and street lights, sewers, and storm drain facilities.

- (b) LACMTA shall receive:
  - (i) a credit (reflected on the applicable invoice(s) submitted by the City) for salvage, Betterments, and Expired Service Life Value of the City Facilities against work performed by the City, where the City performs the work under a Work Order provided that the value of such credit shall be calculated in accordance with this Article 8; or
  - (ii) payment from the City for salvage, Costs of Betterments, and Expired Service Life Value of the City Facilities where LACMTA performs the work, calculated, invoiced and paid in accordance with this Article 8.
- (c) Where LACMTA is due a payment under this Article 8:
  - (i) LACMTA shall commence its monthly billing within no more than 60 days, following the commencement of the applicable work for a Subject Transportation Project and shall bill monthly thereafter following LACMTA's standard billing procedures;
  - (ii) LACMTA shall provide supporting documents to demonstrate the payment due to LACMTA under this Article 8;
  - (iii) each billing statement for a salvage, Betterment or Expired Service Life Value with respect to a City Facility shall: (A) be noted as either "progress" or "final"; (B) be addressed to the City Representative; and (C) include a certification that the payments due to LACMTA identified in such billing were calculated in accordance with this Article 8 and have not previously been billed or paid;

- (iv) the final billing for a salvage, Betterment or Expired Service Life Value with respect to a City Facility, with a notation that all applicable payments due to LACMTA for that salvage, Betterment or Expired Service Life Value have been invoiced, shall be submitted to the City within 60 days after completion of the applicable work, and shall summarize prior progress billings, and include a certification that the payments due to LACMTA identified in such billing were calculated in accordance with this Article 8 and have not previously been billed or paid; and
- (v) after the expiration of the 60 day period described in Section 8.1(d)(iv) (Reimbursements and Credits to LACMTA), the City may notify LACMTA in writing that the 60 day closing billing period has expired, and upon LACMTA's receipt of such Notice from the City, LACMTA shall have 30 days to submit its final invoice.

### 8.3 **Payment of Billings**

Payment of each invoice properly submitted pursuant to Section 8.1 (Reimbursements to the City) or 8.2 (Reimbursements and Credits to LACMTA) shall be due within 60 days of receipt; provided that: (a) all such payments shall be conditional, subject to post-audit adjustments; and (b) final payment for a Rearrangement shall be contingent upon final inspection (and acceptance) of the work by the Party billed for such work, which inspection (and acceptance, where applicable), will not be unreasonably withheld or delayed.

## 9. **INDEMNITY, WARRANTIES AND INSURANCE**

### 9.1 **Indemnity**

- (a) Each Party shall release, defend, indemnify, and hold harmless the other Party and its respective officers, agents, representatives, and employees from and against all liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance under this Agreement.
- (b) In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the Parties, as between themselves, pursuant to Sections 895.4 and 895.6 of the Government Code, each assume the full liability imposed on them, or any of their officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such Party would be responsible under this Section 9.1. The provisions of California Civil Code Section 2778 are made a part of this Agreement as if fully set out in this Agreement.
- (c) Each Party agrees to notify the other promptly upon receipt of any third-party claim for which a Party is entitled to indemnity under this Agreement.

### 9.2 **Warranty**

- (a) In lieu of providing a bond associated with excavations in, or adjacent to, Public Rights-of-Way, LACMTA warrants that any work in connection with the City-Located Section of a Subject Transportation Project affecting the structural stability of the Public Rights-of-Way shall be free from defect for a period of two years following the date of the Statement of Partial Completion for that part of the work by LACMTA or the applicable LACMTA Contractor(s) (or the Statement of Final Completion for the Subject Transportation Project where no Statement of Partial Completion is issued for that part of the work). Pursuant to this warranty and for the warranty period only, LACMTA, at its sole expense, shall remedy any damage to the Public Rights-of-Way to the extent caused by a failure of such structural support installed by LACMTA or a LACMTA Contractor.
- (b) Solely with respect to Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, the City and LACMTA each warrant to the other

for a period of one year from and after the date of the Statement of Partial Completion for that Rearrangement or work (or at such earlier date on which responsibility for the maintenance, loss or damage for that Rearrangement or work passes to the other Party), provided that in the case of any Punch List items recorded at the issuance of the Statement of Partial Completion (or such earlier date on which the Parties agree responsibility for maintenance, loss or damage passes), the warranty period shall be for one year from and after completion of that Punch List item. If no Statement of Partial Completion is issued with respect to a Rearrangement or scope of work, the warranty period under this Section 9.2(b) will commence on the date of the Statement of Final Completion for the applicable Subject Transportation Project (or at such earlier date on which responsibility for the maintenance, loss or damage for that Rearrangement or work passes to the other Party). Subject to Section 9.2(a) (Warranty), the limited warranty given under this Section 9.2(b) is the sole warranty given by the City and/or LACMTA, and, pursuant to this warranty, and for the warranty period only, the City or LACMTA, as the case may be, shall remedy any such discovered defect at its sole expense.

- (c) In connection with Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, warranties supplied by the LACMTA Contractors and City Contractors to LACMTA or the City (as applicable) shall be made for the benefit of both LACMTA and the City.
- (d) LACMTA (or LACMTA Contractor) shall ensure the landscaping, trees and green street elements installed within the Public Rights-of-Way for a Subject Transportation Project are established in accordance with tree care industry best management practices for the Establishment Period. The Parties acknowledge and agree that the current Establishment Period of three years, as defined in Article 12 (Definitions and Interpretation), reflects the LACMTA board policy and City ordinance as of the Effective Date. If, after the Effective Date, there is a change in LACMTA board policy or applicable City ordinance that increases the establishment period applicable to landscaping, then, within 12-months of such change taking effect, the Parties will negotiate in good faith to mutually agree an amendment to the definition of the Establishment Period (as it applies to those Subject Transportation Projects that have not yet issued Procurement Documents for the Construction work) to align with such change. Any agreed amendment will be formalized and documented in accordance with the terms of this Agreement. This provision shall not apply to a change in LACMTA board policy or applicable City ordinance on establishment periods that is made for the sole or primary purpose of affecting one or more Transportation Projects with a City-Located Section.

### 9.3 Insurance

- (a) The Parties must ensure that any contract entered into with a LACMTA Contractor or City Contractor (as applicable) in connection with a Rearrangement or with work on a Subject Transportation Project performed by the City pursuant to Section 5.1(b) (Construction Responsibilities), contains:
  - (i) a provision requiring the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance naming the City (stated as the City of Los Angeles and all of its agencies, boards, and departments) and LACMTA as additional insureds and to provide documentation evidencing compliance with this requirement upon request; and
  - (ii) unless otherwise mutually agreed by the Parties, the requirement for: (A) construction general contractors to provide evidence of insurance in the following amounts: \$2,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; and \$1,000,000 in combined single limit (CSL) in auto liability; and (B) Design contractors to provide evidence of insurance in the following amounts: \$2,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 (CSL) in auto liability; and \$1,000,000 in professional liability.
- (b) The City and LACMTA acknowledge and agree that insurance may be provided under an owner-controlled insurance program.

- (c) Each Party must:
  - (i) give the other Party 20 days' notice prior to any reduction in scope or cancellation or expiration of any insurance procured by it under this Section 9.3;
  - (ii) give the other Party 20 days' notice prior to it agreeing to a reduction in scope or the cancellation or expiration of any insurance procured by a LACMTA Contractor or City Contractor (as applicable) under this Section 9.3; and
  - (iii) notify the other Party within five days if it receives a notice from a LACMTA Contractor or City Contractor (as applicable) of the expiration of any insurance procured under this Section 9.3.

## 10. RESOLUTION OF DISPUTES

### 10.1 General

- (a) If a dispute arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination is not resolved by the issue resolution procedures under Section 2.5 (Issue Resolution) ("Dispute"), either Party may refer the Dispute to the alternative dispute resolution procedures under Section 10.2 (Alternative Dispute Resolution) by written Notice to the other Party ("**ADR Notice**").
- (b) If an alternative dispute resolution procedure resolves some but not all elements of a Dispute, the Level 2 Decision Makers within the Parties shall further negotiate in good faith in an attempt to come to an agreement to resolve the outstanding open issues under the Dispute. If the Level 2 Decision Makers are unsuccessful in resolving the Dispute, the Parties may agree to refer the outstanding open issues under the Dispute to further alternative dispute resolution procedure. Each Party reserves its rights to file litigation in the Los Angeles County Superior Court to the extent a Dispute is not resolved by the alternative dispute resolution procedures under this Article 10.
- (c) All Disputes and negotiations shall be documented by each Party in writing, including the specifics of each Dispute and the actions taken.
- (d) Each Party shall proceed diligently with performance of this Agreement pending resolution of any Dispute, except for any performance that the Parties agree shall be delayed or suspended, pending resolution of the Dispute.

### 10.2 Alternative Dispute Resolution

- (a) Within ten Working Days of delivery of an ADR Notice under Section 10.1 (General) the Parties will mutually agree to the form of alternative dispute resolution which may include mediation, early neutral evaluation, non-binding arbitration, or another form of alternative non-binding dispute resolution. If the Parties fail to agree to the form of alternative dispute resolution with ten Working Days of delivery of an ADR Notice, the Dispute notified under that ADR Notice will be referred to mediation in accordance with the American Arbitration Association mediation procedures.
- (b) The findings, statements, document submissions, offers of compromise or any other statements or writings made during or from any alternative dispute resolution procedure with respect to a Dispute shall not be binding on either Party or admissible in any proceeding of any kind including, when due to the nature or amount of the Dispute, settlement in accordance with the findings of the alternative dispute resolution requires final approval by LACMTA's board and/or the City Council to be binding on LACMTA or the City (as applicable), the LACMTA board and/or City Council (as applicable) must first approve the settlement in accordance with the findings of the alternative dispute resolution with respect to the Dispute.

### 10.3 **Costs**

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

## 11. **MISCELLANEOUS**

### 11.1 **Approvals; Further Documents and Actions**

- (a) Any acceptance, approval, consent, permission, satisfaction, agreement, authorization or any other like action (collectively, "**Approval**") required or permitted to be given by any Party pursuant to this Agreement or any Work Order:
  - (i) must be in writing to be effective;
  - (ii) shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible the changes that are required for Approval; and
  - (iii) shall be escalated in accordance with Section 2.5 (Issue Resolution) if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement or the applicable Work Order or if no time is prescribed by this Agreement or the applicable Work Order, within 20 Working Days, in each case commencing upon actual receipt by the Party from which an Approval is requested or required, of a request for Approval from the requesting Party.
- (b) Delivery of a LACMTA Submittal or a request for Approval after 12:00 p.m. PST on a Working Day or on a non-Working Day will be deemed delivered on the next Working Day. Transmittal of a LACMTA Submittal to the Bureau of Engineering electronically utilizing E2020 (or any alternative electronic means agreed by the Parties during the Term) shall be deemed delivery by LACMTA for the purposes of this Section 11.1.
- (c) The Parties agree to execute such further documents, agreements, instruments and notices, and to take such further actions, as may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement.
- (d) Nothing in this Agreement is intended to supersede a Party's obligation to comply with Applicable Law. The Parties acknowledge that it is each Party's responsibility to determine what is necessary in order for it to comply with Applicable Law in the performance of its obligations under the terms of this Agreement.

### 11.2 **Notices**

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

**To the City:**

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

With a copy to:

Edward M. Jordan  
Managing Assistant City Attorney  
Los Angeles City Attorney's Office  
200 N. Main Street, Room 700  
Los Angeles, CA 90012  
Ted.Jordan@lacity.org

**To LACMTA:**

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

With a copy to:

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

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

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

- (b) Any Notice sent personally will be deemed delivered upon receipt, and any Notice sent by mail or courier service will be deemed delivered on the date of receipt as shown on the records of the U.S. Postal Service, courier service or other person making the delivery, and any Notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to Section 11.2(a)). Subject to Section 11.1(b) (Approvals; Further Documents and Actions) in the case of delivery of LACMTA Submittals



and requests for Approvals, all Notices (including by email communication) delivered after **5:00 p.m. PST** will be deemed delivered on the next Working Day.

### 11.3 **Audit and Inspection; Maintenance of Records**

- (a) **Audit and Inspection.** For the period commencing on the Effective Date and ending, in the case of any work, services, or activities performed under this Agreement, on the date falling three years after the completion of that work, service, or activity or such later date as is required under this Agreement or Applicable Law, each Party will have such rights to review and audit the other Party and its books, records and documents as may be deemed necessary by the reviewing Party for the purposes of verifying compliance with this Agreement or to comply with its obligations under Applicable Law, on reasonable notice and during normal business hours, without charge. Each Party represents and warrants the completeness and accuracy in all material respects of all information it or its agents provides in connection with any audit by the other Party. If an audit shows that a financial adjustment is required, the Parties will use good faith efforts to agree to such adjustment. The Parties must ensure that any contract entered into in connection with performance of the work, services, or activities under this Agreement contains, and requires any subcontract to contain, provisions acknowledging the rights of the City or LACMTA (as applicable) under this Section 11.3(a). Examination of a document or record during one review and audit shall not preclude further re-examination of such document or record in a subsequent review and audit.
- (b) **Maintenance of Records.** The City and LACMTA shall (and shall ensure that any City or LACMTA Contractor will) keep and maintain their books, records, and documents related to performance of the work, services, or activities under this Agreement (including all Costs incurred) for three years after the completion of that work, service, or activity or such later date as is required under this Agreement or Applicable Law; except that, all records that relate to Disputes being processed or actions brought under this Agreement must be retained and made available until any later date that such Disputes and actions are finally resolved. The City and LACMTA each reserves the right to assert exemptions from disclosure of information that would be exempt under Applicable Law from disclosure or introduction into evidence in legal actions.

### 11.4 **Assignment; Successors and Assigns**

Neither Party shall assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party unless this Agreement expressly provides otherwise. This Agreement is binding upon and will inure to the benefit of LACMTA and the City and their respective successors and permitted assigns.

### 11.5 **Waiver**

- (a) No waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and executed by the obligee Party.
- (b) Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this Agreement at any time will not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with that term, covenant, condition, or other provision or any other term, covenant, condition, or other provision of this Agreement, despite any course of dealing or custom of the trade (other than the waived breach or failure in accordance with the provisions of such waivers).

### 11.6 **Amendments; Entire Agreement**

- (a) This Agreement and any of its terms, covenants, representations, warranties, or conditions can only be amended, modified, or superseded by a written instrument duly executed by the Parties.
- (b) Subject to Sections 11.6(c) and (d), this Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements (including

the Prior Cooperative Agreements), understandings, statements, representations and negotiations between the Parties with respect to their subject matter.

- (c) This Agreement does not negate or otherwise modify any existing easements, licenses or other use and/or occupancy agreements between the Parties or to which either Party has become or does become a successor either by assignment or by operation of law.
- (d) In the case of any Subject Transportation Projects listed in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement), the terms of any Work Orders or Annual Work Plans or provisions of the Prior Cooperative Agreements that are listed as continuing to apply to that Subject Transportation Project (or a part of the scope under it) under Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement) shall continue to apply until the applicable Rearrangement(s) or other scope of work is completed.

#### 11.7 **Governing Law and Jurisdiction**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of LACMTA and the City for default in performance of this Agreement are in addition to any other rights or remedies provided by law.

#### 11.8 **Severability**

If any provision of this Agreement is ruled invalid by a court having proper jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of the balance of this Agreement, which will remain in full force and effect and be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, Article, Section, subsection or part.

#### 11.9 **Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

#### 11.10 **Force Majeure**

No Party may bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party if a Force Majeure Event occurs and the affected Party is prevented from carrying out its obligations by that Force Majeure Event. During the continuation of any Force Majeure Event, the affected Party shall be excused from performing those of its obligations directly affected by such Force Majeure Event provided that the occurrence or continuation of any Force Majeure Event shall not excuse any Party from performing any payment obligations contemplated under this Agreement. If a Force Majeure Event occurs and the Parties agree that it is reasonable and practicable (including taking into account other operational impacts of the Force Majeure Event) the Parties shall accelerate the performance of their obligations under this Agreement and any Work Order to mitigate any delay arising from the Force Majeure Event, provided that LACMTA agrees to reimburse the City for the incremental actual costs of any such acceleration under a new or amended Work Order issued pursuant to Section 3.4 (Work Orders).

#### 11.11 **Limitation on Third Party Beneficiaries**

Except to the extent that specific provisions (such as the indemnity provisions) identify third parties and expressly state that such third parties are entitled to benefits under this Agreement, nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties toward, any person not a party to this Agreement.

## 11.12 **Survival**

The representations, warranties, indemnities, waivers and any express obligations of the Parties following termination, set out in this Agreement shall survive the expiration or termination, for any reason, of this Agreement.

## 12. **DEFINITIONS AND INTERPRETATION**

### 12.1 **Definitions**

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings given in this Section 12.1.

**"1991 MCA"** has the meaning given in Recital (E) of this Agreement.

**"2003 MCA"** has the meaning given in Recital (E) of this Agreement.

**"Abandon"** means the permanent termination of service, or the removal of an existing City Facility or portion of it thereof, and, if the City Facility or portion thereof is not being removed from its existing location, the work necessary to safely, permit such City facility to remain in place in accordance with Applicable Law and/or City Standards. **"Abandonment"** shall be construed accordingly.

**"ACE Design Documentation"** means the Design Documentation prepared as part of the Advanced Conceptual Engineering phase of the Design process.

**"ADA"** means the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.

**"ADR Notice"** means a written Notice either Party may give to the other Party to refer a Dispute to alternative dispute resolution procedures in accordance with Section 10.1(a) (Resolution of Disputes).

**"Adjacent Work"** means any removal, demolition, repair, restoration, relocation or reconstruction of existing facilities and/or construction of new facilities and/or other physical works by the City or a third party: (a) that is performed or to be performed within, or within 100 feet of, the Project Site; or the performance of which is otherwise reasonably likely to conflict with the Design or Construction of the City-Located Section; and (b) in the case of works performed or to be performed by a third party, of which the City is aware or ought to be aware.

**"Advanced Conceptual Engineering"** means the phase of the Design process that advances a Subject Transportation Project's scope from a conceptual state to a level of schematic design that describes the technical and architectural approach in order to address environmental and community impacts, significant interfaces and operational characteristics to support environmental approvals. The plan percentage complete ranges generally from the initiation of Design (0% to 15%).

**"Advanced Partial Design Unit"** means a portion of the Design for a Rearrangement submitted to the City for review and approval prior to submittal of a fully integrated Design for the Rearrangement in accordance with the terms of this Agreement and which enables Construction to begin on a portion of a Rearrangement before the Final Design for the applicable Rearrangement in full is complete.

**"AFC Design"** means, with respect to a Rearrangement, the Final Design for the Rearrangement that is approved for Construction and that otherwise satisfies all of the other conditions under Section 4 (No Commencement of Construction Work) of Exhibit 7 (LACMTA Submittal Procedure).

**"Agreement"** means this agreement and any schedules, exhibits, attachments and annexures to it.

**"Annual Work Plan"** or **"AWP"** means a work plan prepared and agreed by LACMTA and the City on an annual basis in accordance with Section 3.3 (Annual Work Plan).

**"Applicable Labor Law"** means all Applicable Law relating to labor and employment of personnel engaged in performing work, services or other activities performed under this Agreement including Applicable Law relating to salaries, wages, compensation and benefits for employment, unemployment benefits, disability benefits and health and safety of employees.

**"Applicable Law"** means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the City-Located Section, Rearrangements, any work performed under this Agreement or any relevant person, whether taking effect before or after the date of this Agreement. Applicable Law excludes Governmental Approvals, customs, duties and tariffs.

**"Approval"** has the meaning given in Section 11.1 (Approvals; Further Documents, and Actions).

**"BCA"** means the City of Los Angeles Bureau of Contract Administration.

**"Betterment"** means, with respect to a Subject Transportation Project, work performed:

- (a) comprising an upgrade, change or addition to a City Facility (or a part of a City Facility) requested by the City that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that City Facility over that which was provided by the City Facility prior to the Subject Transportation Project; or
- (b) for which:
  - (i) the City Standards and/or the City Design and Construction requirements set out in Exhibit 9 (Special Permitting Process) applicable to that work are changed or supplemented after the date of the advertisement of those Procurement Documents; or
  - (ii) any other criteria, specifications, and requirements (including any deviations to the City Standards and/or the Design and Construction requirements set out in Exhibit 9 (Special Permitting Process) for Rearrangements that City and LACMTA mutually agree under the Early Involvement Procedures (or as part of the preparation and review of the Procurement Documents under Section 3.2(d) (Early Involvement and Procurement) if the Early Involvement Procedures do not apply) are changed or supplemented after the date of the Project Definition (or date of agreement of the criteria, specifications, and requirements to be included in the Procurement Documents under Section 3.2(d) (Early Involvement and Procurement) if the Early Involvement Procedures do not apply),

provided that the term "Betterment" shall exclude:

- (A) an upgrade, change, or addition which the Parties agree, will be of direct and principal benefit to the Construction, operation and/or maintenance of the Subject Transportation Project;
- (B) an upgrade, change, or addition resulting from Design or Construction in accordance with the applicable City Standards as of the date of the advertisement of the applicable Procurement Documents, to the extent those City Standards have not been adopted by the City in breach of Section 4.5(a) (City Standards);
- (C) an upgrade, change, or addition resulting from Design or Construction in accordance with the criteria, specifications, and requirements mutually agreed to under the Early Involvement Procedures and documented in the Project Definition (or as part of the preparation and review of the Procurement Documents under Section 3.2(d) (Early Involvement and Procurement) if the Early Involvement Procedures do not apply);

- (D) measures to mitigate environmental impacts identified in the Subject Transportation Project's final EIR/EIS and any supplemental environmental reports for the Subject Transportation Project;
- (E) replacement of devices or materials no longer regularly manufactured with the next highest grade or size; and
- (F) an upgrade, change, or addition that is the consequence of changes made by LACMTA or a LACMTA Contractor after the establishment of the Project Definition for the Subject Transportation Project.

**"BOE"** means the City of Los Angeles Bureau of Engineering.

**"BSL"** means the City of Los Angeles Bureau of Street Lighting.

**"City"** means the City of Los Angeles as defined in the Preamble, and includes its officers, boards, departments, bureaus, staff and agents, subject to the exclusion of LADWP and LADBS from the scope of this Agreement under Section 1.1(f) (Scope of Agreement).

**"City Betterment Request"** means a Notice from the City to LACMTA requesting a Betterment in accordance with Article 6 (Betterments) and in the form set out in Part B of Exhibit 6 (Forms).

**"City Construction Work"** means any Construction work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

**"City Contract"** means any contract, subcontract or other form of agreement between the City and a City Contractor or between a City Contractor and its lower tier subcontractor.

**"City Contractor"** means any contractor, consultant, tradesperson, supplier or other person engaged or authorized by the City to perform any Adjacent Work, City Design Work, City Construction Work or any other work to be performed by the City under the provisions of this Agreement or otherwise on or about the Project Site but excluding LACMTA and the LACMTA Contractors.

**"City Design Work"** means any Design work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

**"City Engineer"** means the City Engineer for the City of Los Angeles who leads the Bureau of Engineering.

**"City Facility"** means real or personal property located within or near the City-Located Section of a Subject Transportation Project, such as structures, improvements, and other properties, which are under the ownership or operating jurisdiction of the City, and shall include, but not be limited to, public streets (any classification), highways, bridges, retaining walls, pedestrian/utility tunnels, alleys, storm drains, sanitary sewers, survey monuments, parking lots, parks, public landscaping and trees, bus pads, transit furniture, traffic control devices, lighting and communications equipment (cameras, sensors, LTE, microwave receivers, etc.) and public buildings, police and fire department related improvements, as well as any dams or water storage tanks, systems, and appurtenances. City-owned airport and harbor facilities are not included in this definition.

**"City Inspector"** has the meaning given in Section 5.1 (Statement of Partial Completion) of Exhibit 10 (Inspection and Acceptance Procedure).

**"City Municipal Code"** means the Municipal Code of the City of Los Angeles, enacted by adoption of Ordinance No. 77,000, which codified the regulatory and penal ordinances of the City.

**"City-Located Section"** means, with respect to any Subject Transportation Project, that portion of the Subject Transportation Project that will pass through, on, under, over or along public streets, highways,

bridges, parks and other Public Rights-of-Way within the City, as shown in the Project Definition and Design Documentation for that Subject Transportation Project.

"**City-Performed Project Work**" is defined in Exhibit 5 (City-Performed Project Work).

"**City Project Liaison**" means, with respect to a Subject Transportation Project, the individual designated by the City in accordance with Section 2.4(a) (Project Governance) and who performs the 'City Project Liaison' role described in Part C (Project Coordination) of Exhibit 1 (Roles and Responsibilities) for the purposes of that Subject Transportation Project.

"**City Representative**" is defined in Section 2.2 (MCA Representatives).

"**City Standards**" means the City's Design standards and ordinances in effect and made publicly available and applicable to the Design of a Rearrangement which may include, as of the Effective Date:

- (a) the Standard Specifications for Public Works Construction (SSPWC) as adopted by the Board of Public Works, as modified by the corresponding issue of Brown Book;
- (b) Standard Plan S-470;
- (c) the Bureau of Street Lighting Special Specifications; and
- (d) those Design standards, manuals, guidelines (adopted by the City), and ordinances as published on the Bureau of Engineering's Technical Document website, LADOT's technical reference library website, and any other Reviewing Department's website.

Any references to "applicable" City Standards in this Agreement shall mean those City Standards that are applicable to a Rearrangement in accordance with Section 4.5 (City Standards).

"**CM/GC**" has the meaning given in Recital (E)

"**Compliance Comment**" means a comment on, objection to or the withholding of approval to a LACMTA Submittal on the basis of one or more of the following:

- (a) the LACMTA Submittal or Design work or Construction work that is the subject of the LACMTA Submittal fails to comply with (or is reasonably likely to fail to comply if implemented in accordance with the LACMTA Submittal) any applicable covenant, condition, requirement, term or provision of this Agreement; or
- (b) LACMTA (or the relevant LACMTA Contractor (as applicable)) has not provided all content or information required with respect to the LACMTA Submittal in accordance with the terms of this Agreement.

"**Conflicting Facility**" means, with respect to a Subject Transportation Project, an existing City Facility, which the Parties determine requires Rearrangement in order to construct, operate or maintain that Subject Transportation Project in compliance with the final EIR/EIS and, subject to Section 3.6(a) (Permits), and Applicable Law.

"**Construction**" means, with respect to a Subject Transportation Project, all construction activities related to the City-Located Section of that Subject Transportation Project that are necessary to complete the Subject Transportation Project including any Rearrangements and the procurement, installation, inspection, and testing of new facilities including temporary and permanent materials, equipment, systems, software, and any components of such permanent materials, systems and software.

"**Construction Phase**" means the phase of a Subject Transportation Project during which Construction is performed.

**"Construction Staging Plan"** has the meaning given in Exhibit 9 (Special Permitting Process).

**"Cost"** means:

- (a) all eligible direct and indirect costs actually incurred for work, services or other activities performed or materials acquired in accordance with the provisions of this Agreement, less (in respect of the City) credits to LACMTA as provided in Article 8 (Reimbursement and Credits) where:
  - (i) eligible direct costs include allowable direct labor costs, materials costs, and storage and transportation costs of materials salvaged for the City's use in performing the applicable work;
  - (ii) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for the City by its cognizant agency, and as noted on the Form 60, for allocation to federally funded or state funded contracts;
  - (iii) the cost of office furnishings, consumables (printing and paper supplies, office supplies, etc.), information technology (computers, printers, software licenses etc.), fax machines, laptops, cell phones, tablets etc. are not eligible costs for the purposes of this definition; and
  - (iv) unless the Internal Revenue Service and the CPUC issue regulations or rulings to the contrary, the eligible direct and indirect costs shall not include taxes purportedly arising or resulting from LACMTA's payments to the City under this Agreement; or
- (b) the fixed price costs (inclusive, in respect of the City, of credits to LACMTA as provided in Article 8 (Reimbursement and Credits)) agreed to by LACMTA and the City for work, services or other activities performed or materials acquired in accordance with the provisions of this Agreement.

**"CPUC"** has the meaning given in Recital (B).

**"DCP"** means the Los Angeles Department of City Planning.

**"Design"** means, with respect to a Subject Transportation Project, all activities related to the design, redesign, engineering, of architecture of Construction work for that Subject Transportation Project (including the preparation of maps, plans, and drawings generated electronically or in writing).

**"Design Development"** means the phase of the Design process that occurs after Advanced Conceptual Engineering and that develops, on a progressive basis, a clear indication of the Design solutions for the applicable requirements and the major features of the architectural and structural Design and third party interfaces that are intended to form the basis for the AFC Design.

**"Design Development Checklists"** is defined in Part A (Submittal and Review Procurement) of Exhibit 7 (LACMTA Submittal Procedure).

**"Design Documentation"** means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records and submittals necessary for, or related to, the Design of the Rearrangements and **"Design Document"** shall be construed accordingly.

**"Design Management Plan"** means a plan prepared by LACMTA or a LACMTA Contractor outlining the approach to performing the Design work for a Subject Transportation Project, including Design units and Advanced Partial Design Units, number and content of Design submittals, and planned review dates.

**"Design Phase"** means, with respect to a Subject Transportation Project (or a package of Design Documentation for a Subject Transportation Project), the phase of the Subject Transportation Project during which Design Development occurs and that ends upon approval of the AFC Design for the Subject Transportation Project (or the package of Design Documentation for the Subject Transportation Project).

**"Dispute"** is defined in Article 10 (Resolution of Disputes).

**"Early Involvement Procedures"** means the early involvement procedures set out in Section 3.2 (*Early Involvement*) and Part C (*Early Involvement Procedures*) of Exhibit 3 (*Early Involvement*).

**"Effective Date"** means the date stated as such on the first page of this Agreement, which shall be the date when this Agreement has been fully executed on behalf of the City and LACMTA.

**"EIR/EIS"** means any Environmental Impact Report and/or Environmental Impact Statement for a Subject Transportation Project completed pursuant to the California Environmental Quality Act and/or National Environmental Policy Act (as applicable).

**"Engineer of Record"** means, with respect to a Rearrangement, the individual, firm or entity that is responsible for and in charge of the Design (or a part of it for its given discipline, as applicable) of a Rearrangement, provides signed and sealed Design Documents (or a part of them, as applicable), and that, without limitation to the applicable LACMTA Contractor or City Contractor's responsibility and liability for the Design work under the applicable LACMTA Contract or City Contract (as applicable), retains full legal and professional responsibility for the Design work and Design Documents (or for that Design work and those Design Documents prepared under its direction).

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

**"Expired Service Life Value"** is defined in Section 8.2(a)(iii)(A) (Reimbursements and Credits to LACMTA).

**"Establishment Period"** means, with respect to a landscape Rearrangement, the period following the planting activity to ensure optimal growth and development which shall commence on the date of the Statement of Partial Completion (or such earlier date on which the Parties agree responsibility for the maintenance, loss or damage will pass to the City) of that Rearrangement and end on the date falling three years later, as may be amended in accordance with Section 9.2(d) (Warranty).

**"Field Office"** means an office space located at the integrated project management office for a Subject Transportation Project site that includes adjoining sanitary facilities with a toilet and wash basin, water (both hot and cold) and power utility services, high-speed internet connection with a LAN router package and connection cables, and heating and air conditioning.

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

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

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

**"Final Design"** means, with respect to a Rearrangement (or an element of a Rearrangement), the phase of the Design Development process during which: (i) Final Design Documents for the Rearrangement (or an element of a Rearrangement) are submitted for review; (ii) all outstanding Design review Compliance Comments are addressed and resolved; (iii) the Design Documents for the Rearrangement are signed and sealed by the Engineer of Record; and (iv) all other conditions to achieve AFC Design are satisfied.

**"Final Design Document"** means, with respect to a Rearrangement (or an element of a Rearrangement), the complete (to 100%) final Construction drawings, including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams, Design criteria, specifications, reports, studies, calculations, electronic files, records, and submittals for the Rearrangement (or the element of the Rearrangement).

**"Force Majeure Event"** means the occurrence of any of the following events after the date of this Agreement that directly causes either Party (the "affected Party") to be unable to comply with all or a material part of its obligations under this Agreement:



- (a) war, civil war, invasion, violent act of foreign enemy or armed conflict or any act of terrorism;
- (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by the affected Party;
- (c) ionizing radiation unless the source or cause of the ionizing radiation is brought to or near the Project Site by the affected Party;
- (d) any fire, explosion, unusually adverse weather, flood or earthquakes;
- (e) any named windstorm and ensuing storm surges, including the direct action of wind originating from a named windstorm;
- (f) any riot or civil commotion;
- (g) any blockade or embargo;
- (h) epidemic, pandemic or quarantine; or
- (i) any official or unofficial strike, lockout, go-slow or other dispute, generally affecting the construction industry or a significant sector of it,

except, in each case, to the extent attributable to any breach of this Agreement or Applicable Law by, or any negligent act or negligent omission of, the affected Party.

**"Form 60"** means Form 60 (Professional Services Cost/Price Summary) in the form attached as Part A of Exhibit 6 (Forms).

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

**"Good Industry Practice"** means the exercise of the degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, engineer, or constructor seeking in good faith to comply with its contractual obligations, complying with all Applicable Laws and Governmental Approvals, using accepted design and construction standards and criteria normally used on similar projects in the State of California, and engaged in the same type of undertaking in the United States under similar circumstances and conditions, including any conditions affecting the Project Site.

**"Governmental Approval"** means any approval, authorization, certification, consent, license, permit, registration or ruling, issued by any Governmental Entity required to carry out the Rearrangements, the City-Located Section or any other work to be performed under the provisions of this Agreement.

**"Governmental Entity"** means any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity (including the California Department of Transportation, CPUC and United States Army Corps of Engineers) other than LACMTA and the City.

**"LACMTA"** is defined in the Preamble.

**"LACMTA Contract"** means any contract, subcontract or other form of agreement between LACMTA and a LACMTA Contractor or between a LACMTA Contractor and its lower tier subcontractor.

**"LACMTA Contractor"** means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by LACMTA to carry out works with respect to the City-Located Section, any Rearrangement or otherwise contemplated under the provisions of this Agreement and any other person with whom any LACMTA Contractor has further subcontracted part of such works.

**"LACMTA Fiscal Year"** means each one-year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.

**"LACMTA Notice of Potential Betterment"** means a Notice from LACMTA to the City notifying the City of a potential Betterment in accordance with Article 6 (Betterments) and in the form set out in Part C of Exhibit 6 (Forms).

**"LACMTA Project Liaison"** means, with respect to a Subject Transportation Project, the individual designated by LACMTA in accordance with Section 2.4(a) (Project Governance) and who performs the 'LACMTA Project Liaison' role described in Exhibit 1 (Roles and Responsibilities) for the purposes of that Subject Transportation Project.

**"LACMTA Project Description"** means the anticipated details for a Subject Transportation Project prepared by LACMTA and delivered by LACMTA to the City in the form set out in Part B (Form of LACMTA Project Description) of Exhibit 3 (Early Involvement).

**"LACMTA Representative"** has the meaning given in Section 2.2 (MCA Representatives).

**"LACMTA Submittal Review Period"** means, for each LACMTA Submittal, a period of 20 Working Days from the date of delivery of the LACMTA Submittal to the City under the provisions of this Agreement (including Section 11.1(b) (Approvals; Further Documents and Actions)) or as the Parties may agree under the applicable Work Order or otherwise under the terms of this Agreement.

**"LACMTA Submittals"** means, with respect to a Subject Transportation Project:

- (a) Design Documentation for a Rearrangement performed as part of that Subject Transportation Project (other than any Design Documentation for which the City is responsible under a Work Order);
- (b) Construction Management Plans for Construction work for the City-Located Section of a Subject Transportation Project performed by LACMTA or a LACMTA Contractor within the Public Rights-of-Way; and
- (c) any other documents which LACMTA (or the LACMTA Contractors) must submit to the City with respect to that Subject Transportation Project in accordance with this Agreement.

**"LADBS"** means the City Department of Building and Safety.

**"LADOT"** means the Los Angeles Department of Transportation.

**"LADWP"** means the City Department of Water and Power.

**"LAMC"** means the City Municipal Code.

**"LASAN"** means the City of Los Angeles Bureau of Sanitation & Environment.

**"Level 1 Decision Maker"** means, with respect to each Party, the individual fulfilling the role described as a "Level 1 Decision Maker" under Exhibit 2 (Issue Resolution Ladder).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Procurement Documents"** means, with respect to a Rearrangement for a Subject Transportation Project, any request for proposal, invitation for bid, or other procurement documents issued or to be issued by LACMTA with respect to the Design and/or Construction of that Rearrangement or a part of the scope for that Rearrangement and including the form of LACMTA Contract and any other documents enclosed with or attached to the request for proposal, invitation for bid, or other procurement document), provided that the term "Procurement Documents" for the purposes of this Agreement shall not include any request for qualification in a two-step procurement process or LACMTA's pre-qualification documents.

**"Programmatic Resourcing Requirements "** means, the funding and human resources identified by the MCA Executive Task Force for full-time equivalents or consultants required to ensure each Reviewing Department has the capacity to review and approve LACMTA Submittals within the LACMTA Submittal Review Period and to satisfy its obligations under this Agreement.

**"Project Definition"** means, with respect to a Subject Transportation Project, the scope of Rearrangements and the City Standards, criteria, specifications, and requirements and other terms applicable to those

Rearrangements to be performed as part of that Subject Transportation Project in the form set out in Part E (Form of Project Definition) of Exhibit 3 (Early Involvement) to be agreed or as agreed by the Parties at the end of the Planning & Advanced Conceptual Engineering Phase for that Subject Transportation Project and in any case prior to advertisement of the Procurement Documents for those Rearrangements, as may be amended in accordance with this Agreement.

**"Project Delivery Method"** means, with respect to a Subject Transportation Project, the delivery method(s) selected and to be utilized by, LACMTA to procure and deliver that Subject Transportation Project, which may include (singly or in a combination of different delivery methods for different scope elements): design/bid/build (DBB), fixed-price design/build (DB), progressive design/build (PDB), construction manager/general contractor (CM/GC), design/build/finance (DBF), and design/build/finance/operate/maintain (DBFOM or P3).

**"Project Meeting"** means, with respect to a Subject Transportation Project, any Project meeting, working session, working group meeting or workshop, over-the-shoulder review meeting, or other workshop or meeting convened by LACMTA and a LACMTA Contractor under a LACMTA Contract for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractor and other attendees to monitor the progress of the Subject Transportation Project, to consider issues, or potential issues, and to present, understand and discuss proposed solutions with respect to the Subject Transportation Project.

**"Project Right-of-Way"** means the permanent right-of-way for a Subject Transportation Project, as identified in the Project Definition or otherwise Notified to the City and compliant with that Subject Transportation Project's final environmental impact report or statement and any supplemental environmental reports for the Subject Transportation Project.

**"Project Schedule"** means, with respect to a Subject Transportation Project, the schedule for the Subject Transportation Project including the City-Located Section, as set out in the Project Definition, or otherwise notified by LACMTA by Notice or under an Annual Work Plan or Work Order.

**"Project Site"** means, with respect to a Subject Transportation Project, collectively, the Project Right-of-Way and each temporary construction easement for the Subject Transportation Project, as identified in as set out in the Project Definition or otherwise notified by LACMTA by Notice.

**"Protection-in-Place"** means any temporary measure, permanent installation, or activity undertaken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, avoidance of a Utility's location by Construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, installing physical barriers, and temporarily lifting power lines without cutting them but excluding any Temporary Relocation.

**"Public Rights-of-Way"** means the public streets, and other public easements within the City as defined in the City Municipal Code.

**"Punch List"** means, with respect to a Rearrangement (or the applicable part of a Rearrangement), the list of work items which remain to be completed after issuance of the Statement of Partial Completion as agreed by the Parties and listed in the Statement of Partial Completion, which shall be limited to minor incidental items of work necessary to correct imperfections which would not prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement) in accordance with the requirements under this Agreement or in the applicable Project Definition.

**"Rail Operations Track Allocation Procedure"** means LACMTA's Rail Operations Track Allocation Procedure set out in Exhibit 4 (Rail Operations Track Allocation Procedure) of the O&M Agreement, as may be amended from time to time by Notice.

**"Rearrangement"** means, with respect to a Subject Transportation Project, the work of:

- (a) removal, replacement, restoration, alteration, reconstruction, support, or relocation of all or a portion of a Conflicting Facility, whether permanent or temporary, which:

- (i) LACMTA determines in its sole discretion is necessary in order for the Subject Transportation Project to comply with Applicable Law; or
  - (ii) LACMTA and the City mutually agree is necessary in order to construct, operate or maintain the Subject Transportation Project; or
- (b) the installation of new and required City Facilities which:
- (i) LACMTA determines in its sole discretion is necessary in order for the Subject Transportation Project to comply with Applicable Law; or
  - (ii) LACMTA and the City mutually agree is necessary as a result of the impact of the Construction, operation or maintenance of the Subject Transportation Project.

**"Request for Information" or "RFI"** means a request Notice clearly marked 'Request for Information' and submitted by one Party to the other detailing a request for clarification or information with respect to the City-Located Section, this Agreement, any support and/or services provided under this Agreement, Annual Work Plan, Work Order, or any review comment or submittal made or prepared under the terms of this Agreement.

**"Reviewing Departments"** means City departments/bureaus responsible for the review of a Subject Transportation Project: BOE, LADOT, StreetsLA, LASAN, BSL and DCP.

**"Replacement Facility"** means a City Facility, which is or will be designed, constructed or provided under this Agreement and in accordance with the requirements of this Agreement, as a consequence of the Rearrangement of a Conflicting Facility or a part of it.

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

**"Shoring"** means lateral support of City streets or improvements.

**"Special Permitting Process (SPP)"** has the meaning given in Exhibit 9 (Special Permitting Process).

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

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

**"Street Trees"** means all trees that are a City Facility.

**"StreetsLA"** means the City of Los Angeles Bureau of Street Services.

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

**"Support of Excavation" or "SOE"** means temporary lateral earth support systems and traffic decking utilized for the Construction of LACMTA underground transit facilities, including all appendage structures. SOE for Subject Transportation Projects are owned and maintained by LACMTA. Temporary as used here means not permanent. The duration of use of the support of excavation will be based on the needs of each

Subject Transportation Project which may extend for months to multiple years. The definition of Support of Excavation does not apply to trench shoring for Utility excavations.

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

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

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

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

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

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

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

**"Utility Conflict"** means, with respect to a Subject Transportation Project, an existing Utility, which LACMTA determines requires a Utility Adjustment in order to construct, operate or maintain that Subject Transportation Project in compliance with the final environmental impact report or statement and, subject to Section 3.6(a) (Permits), Applicable Law.

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

- (a) submitted by LACMTA to the City and accepted (or deemed accepted) by the City in accordance with this Agreement, with respect to the performance of any work, services or other activities set out under an Annual Work Plan or otherwise under this Agreement; or
- (b) with respect to the performance of work by the City under a Prior Cooperative Agreement and that continues to apply to the Subject Transportation Project pursuant to Section 11.6(d) (Amendments; Entire Agreement).

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

## 12.2 Interpretation

- (a) In this Agreement unless otherwise expressly stated:

- (i) a reference to a "day" (rather than a Working Day) is a reference to a calendar day;
  - (ii) headings are for convenience only and do not affect interpretation;
  - (iii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement or such other agreement, instrument, or document as amended or supplemented from time to time;
  - (iv) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);
  - (v) subject to Section 12.2(a)(vi) (Interpretation), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;
  - (vi) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);
  - (vii) a reference to a person includes such person's permitted successors and assigns;
  - (viii) a reference to a singular word includes the plural and vice versa (as the context may require);
  - (ix) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively and the word "or" is not exclusive;
  - (x) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay and "shall" when stated is to be considered mandatory;
  - (xi) all Notices, "notices", "requests", and other communications are required to be in writing, and all references to Notices, "notices", "requests", and other communications, by whatever term used, shall be deemed to be followed by the words "in writing" or preceded by the word "written" and delivered in accordance with Section 11.2 (Notices); and
  - (xii) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".
- (b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.
- (c) Except as otherwise expressly provided in this Agreement, if there is any conflict, ambiguity, or inconsistency within this Agreement (including the Exhibits), the order of precedence will be as follows, from highest (commencing with paragraph (i)) to lowest (commencing with paragraph (ii)):
- (i) the terms of Articles 1 (*Scope and Duration*) to 12 (*Definitions and Interpretation*) of this Agreement; and
  - (ii) the terms of the Exhibits to this Agreement,
- in each case, as amended or supplemented from time to time in accordance with this Agreement.
- (d) An amendment or supplement to this Agreement shall take precedence over the term it amends or supplements and with respect to the other terms of this Agreement, will take its precedence from the

term it amends in accordance with this Section 12.2(d). All other documents and terms and conditions not affected by the amendment or supplement shall remain unchanged.

- (e) If either Party discovers a conflict between any terms of this Agreement, the Party shall deliver a Notice to the other Party as soon as practicable from the time of discovery, citing the specific provisions that are in conflict and the matter shall be referred for resolution under Section 2.5 (Issue Resolution).



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

APPROVED AS TO FORM

DAWYN R HARRISON,  
County Counsel

By: \_\_\_\_\_  
Teddy Low  
Senior Deputy County Counsel

**"LACMTA"**

THE LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
Stephanie Wiggins  
Chief Executive Officer

APPROVED AS TO FORM

HYDEE FELDSTEIN SOTO

By: \_\_\_\_\_  
Edward Jordan  
Assistant City Attorney

**"CITY"**

THE CITY OF LOS ANGELES

By: \_\_\_\_\_  
Karen Bass  
Mayor of the City of Los Angeles

ATTEST

By: \_\_\_\_\_  
Holly L. Wolcott  
City Clerk

**EXHIBIT 1 – ROLES AND RESPONSIBILITIES**

(Article 2)

**Part A: LACMTA Representative and City Representative**

The initial designations of the LACMTA Representative and City Representative are as follows:

<b>LACMTA Representative</b>	LACMTA Chief Program Management Officer or such other person, or the holder of a specified office or position, specified, from time to time, by LACMTA's Chief Executive Officer, or his/her designee
<b>City Representative</b>	Assistant General Manager or Deputy City Engineer or such other person specified by the Assistant General Manager or Deputy City Engineer or his/her designee

**Part B: Summary of Key Roles and Responsibilities**

Without limiting the Parties' obligations under this Agreement, the overall roles and responsibilities of the Parties with respect to a Subject Transportation Project pursuant to the lifecycle depicted in Part D of this Exhibit 1 include:

Phase	LACMTA	City
<b>General</b>	<ul style="list-style-type: none"> <li>• Performing all of LACMTA's obligations under this Agreement and ensuring that the LACMTA Contractors comply with the provisions of this Agreement</li> <li>• Participating in Project Meetings and other activities pursuant to the governance procedures established under this Agreement</li> <li>• Working with the City in good faith in resolving issues at the working level under any project-specific communication protocols or otherwise under the issue resolution ladder established under this Agreement</li> <li>• Preparing and agreeing the Annual Work Plan and any Work Orders</li> </ul>	<ul style="list-style-type: none"> <li>• Performing all of the City's obligations under this Agreement and ensuring that all City Contractors comply with the provisions of this Agreement</li> <li>• Participating in Project Meetings and other activities pursuant to the governance procedures established under this Agreement</li> <li>• Working with LACMTA in good faith in resolving issues at the working level under any project-specific communication protocols or otherwise under the issue resolution ladder established under this Agreement</li> <li>• Working with LACMTA to agree to the Annual Work Plan and Work Orders, including submitting the required Form 60s in accordance with this Agreement</li> </ul>
<b>Planning &amp; Advanced Conceptual Engineering and Early Involvement</b>	<ul style="list-style-type: none"> <li>• Determining if a Transportation Project is anticipated to include a City-Located Section and issuing a LACMTA Project Description to the City for any Transportation Project that is anticipated to include a City-Located Section</li> <li>• Designating the LACMTA Project Liaison for the Subject Transportation Project</li> <li>• Agreeing the communication protocols for the applicable Subject Transportation Project</li> <li>• Managing the planning process and preparing all environmental documents for the Subject Transportation Project, including the EIR/EIS (as applicable)</li> <li>• Preparing Advanced Conceptual Engineering for the Subject Transportation Project</li> <li>• Coordinating and cooperating with the City in performing the Early Involvement Procedures in accordance with this Agreement, including agreeing the Project Definition</li> </ul>	<ul style="list-style-type: none"> <li>• Providing support and assistance to LACMTA by reviewing the conceptual scope of any Rearrangements in City's jurisdiction and identifying possible conflicts and flows.</li> <li>• Providing reasonable assistance to LACMTA in obtaining Governmental Approvals and in dealing with other third parties with respect to the City-Located Section</li> <li>• Designating the City Project Liaison for the Subject Transportation Project</li> <li>• Agreeing the communication protocols for the applicable Subject Transportation Project</li> <li>• Coordinating and cooperating with LACMTA in performing the Early Involvement Procedures in accordance with this Agreement, including agreeing the Project Definition</li> </ul>

Phase	LACMTA	City
<b>LACMTA Procurement of LACMTA Contractors</b>	<ul style="list-style-type: none"> <li>To the extent permitted or required under this Agreement, cooperating and coordinating with the City to agree to an updated Project Definition prior to release of the Procurement Documents</li> <li>Preparing the Procurement Documents and managing the procurement(s) for the Subject Transportation Project and ensuring that, with respect to any Rearrangements, the Procurement Documents are prepared in accordance with the applicable Project Definition and the terms of this Agreement</li> </ul>	<p>To the extent permitted or required under this Agreement, cooperating and coordinating with LACMTA to agree to an updated Project Definition prior to release of the Procurement Documents</p>
<b>Design</b>	<ul style="list-style-type: none"> <li>Preparing or reviewing the Design Management Plan and ensuring that, with respect to any Rearrangements, it complies with the terms of this Agreement</li> <li>Reviewing Designs prepared by LACMTA Contractor(s) and ensuring that, with respect to any Rearrangements, such Designs are prepared and submitted to the City in accordance with and to the extent required by, this Agreement</li> </ul>	<ul style="list-style-type: none"> <li>Reviewing and approving Designs submitted to it in accordance with agreed procedures and timelines in this Agreement</li> <li>Performing any other Design-related obligations under any Work Orders, including any Design work allocated to it and authorized under a Work Order</li> </ul>
<b>Construction</b>	<ul style="list-style-type: none"> <li>Ensuring that the applicable LACMTA Contractor(s) perform the Construction work for any Rearrangements in accordance with the AFC Designs and the provisions of this Agreement</li> <li>Ensuring that the Construction work related to Support of Excavation is performed in accordance with the Administrative Approval Checklist (as defined in <u>Exhibit 8 (Support of Excavation)</u>) and the terms of this Agreement</li> <li>Ensuring the Construction work is performed in accordance with the Construction Staging Plans and the terms of this Agreement</li> </ul>	<ul style="list-style-type: none"> <li>Performing its Construction or Construction-related obligations under any Work Orders in accordance with this Agreement</li> <li>Coordinating Adjacent Work and City Construction Work</li> </ul>

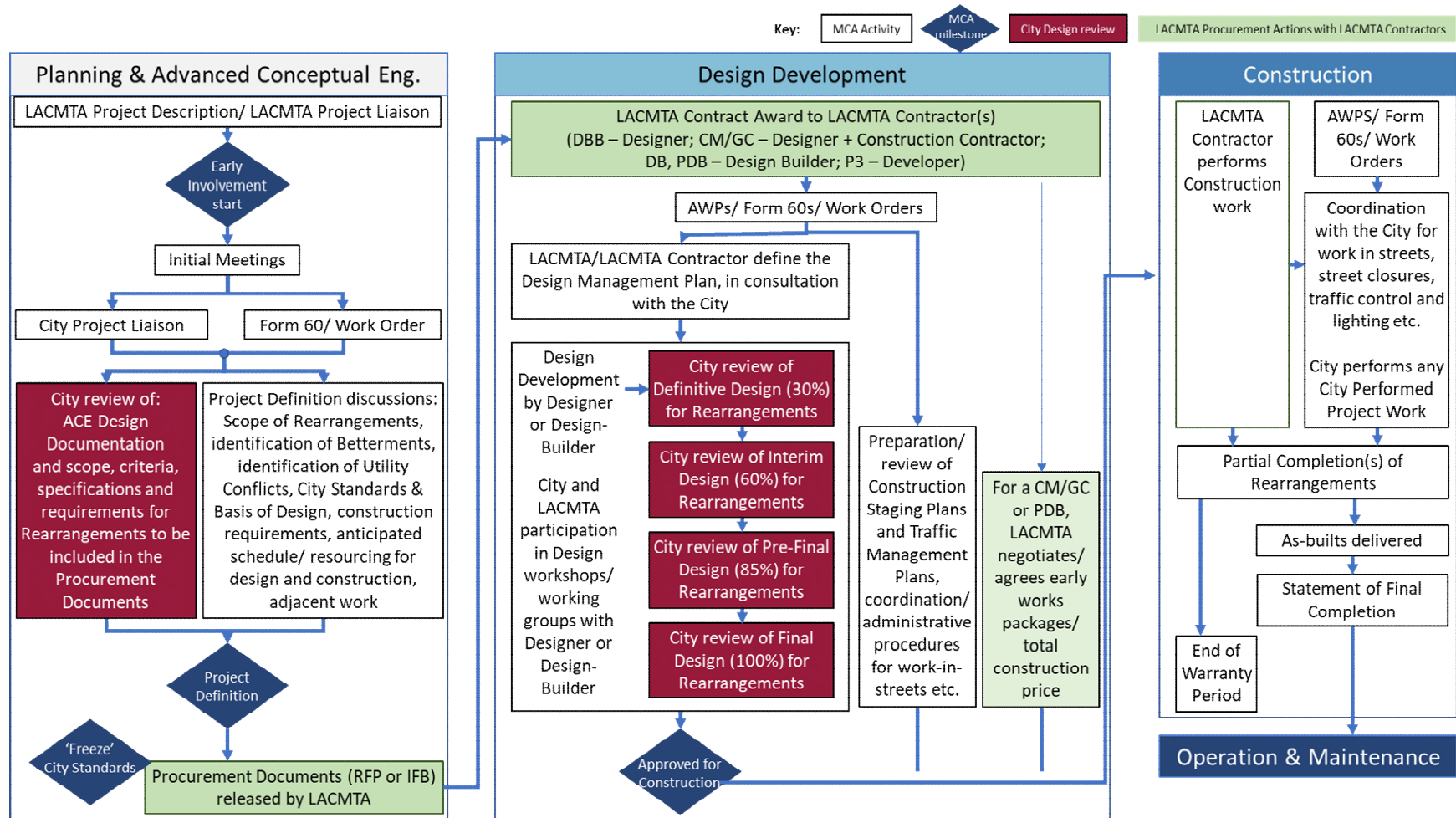
**Part C: Project Coordination**

**LACMTA Project Liaison and City Project Liaison**

Without limiting the Parties' obligations under this Agreement, the respective roles and responsibilities of the LACMTA Project Liaison and City Project Liaison with respect to a Subject Transportation Project include:

<b>LACMTA Project Liaison</b>	<b>City Project Liaison</b>
<ul style="list-style-type: none"> <li>• Transitioning Subject Transportation Projects from the Planning &amp; Advanced Conceptual Engineering Phase into Design Development</li> <li>• Coordinating with City Project Liaison to resolve issues arising under this Agreement with respect to the Subject Transportation Project in accordance with the agreed project-specific communication protocols and in reporting to the Level 1 Decision Makers and MCA Executive Task Force. Coordinating escalation of issues in accordance with <u>Section 2.5 (Issue Resolution)</u> of this Agreement</li> <li>• Coordinating with the City with respect to the Early Involvement Procedures and agreement of the Project Definition</li> <li>• Providing overall leadership for development of the Procurement Documents</li> <li>• Providing overall leadership for Design Development and Construction of the Subject Transportation Project in accordance with this Agreement</li> <li>• Coordinating and monitoring LACMTA's submittal timelines and ensuring their completeness in accordance with this Agreement</li> <li>• Coordinating with the applicable LACMTA Contractor and City Project Liaison to coordinate City Design reviews of Rearrangements and other activities under this Agreement</li> <li>• Coordinating LACMTA response to City Betterment Requests and delivery of LACMTA Notices of Potential Betterments</li> <li>• Coordinating inspection and Construction closeout activities under the terms of this Agreement</li> <li>• Manage handover and transition to the operations team for the operations and maintenance phase</li> </ul>	<ul style="list-style-type: none"> <li>• Attending all project meetings between LACMTA and City departments/bureaus and any training or briefing sessions related to the Subject Transportation Project that are facilitated by LACMTA. Co-locating with LACMTA project team, to the extent requested by LACMTA and subject to any hybrid working arrangements discussed and agreed by the Parties</li> <li>• Providing guidance to LACMTA as it pertains to expectations of the City departments</li> <li>• Coordinating with the LACMTA Project Liaison to resolve issues arising under this Agreement with respect to the Subject Transportation Project in accordance with the agreed project-specific communication protocols and in reporting to the MCA Executive Task Force. Coordinating escalation of issues in accordance with <u>Section 2.5 (Issue Resolution)</u> of this Agreement</li> <li>• Coordinating early involvement tasks performed by the City and agreement of the Project Definition</li> <li>• Coordinating identification by all City departments of applicable City Standards</li> <li>• Tracking City Design review timelines to ensure conformance with the terms of this Agreement. Coordinating Design review comments from City departments to ensure consistency and collaboration, and resolve conflicts, between City Design review units</li> <li>• Coordinating any City services, reviews and comment submission under this Agreement during Construction</li> <li>• Coordinating inspection and Construction closeout activities under the terms of this Agreement</li> <li>• Coordinating City inputs into the Annual Work Plan and Work Order procedures. Managing level of effort estimates and tracking project costs and budgets against executed Work Orders</li> <li>• Coordinating City submission of City Betterment Requests and City responses to LACMTA Notices of Potential Betterment</li> <li>• Facilitating timely invoicing and payments in accordance with this Agreement</li> </ul>

**Part D: MCA Project Lifecycle**



## EXHIBIT 2 – ISSUE RESOLUTION LADDER

(Article 2)

1. As depicted in the chart set out in Section 2 below, issues between the Parties that arise with respect to a Subject Transportation Project under this Agreement that cannot be resolved at the working level pursuant to Section 2.4(c) (Project Governance) of this Agreement and the communication protocols agreed for that Subject Transportation Project will be escalated by the Parties for resolution as follows:

### 1.1 Expedited Ladder

If the issue arises during the Design Phase or Construction Phase of the Subject Transportation Project and is unresolved at the working level pursuant to the communication protocols agreed for that Subject Transportation Project, for 15 Working Days commencing on the date when the LACMTA Project Liaison or the City Project Liaison first identifies the issue or difference to the other in a meeting (as documented in meeting minutes) or in an email notification to the other marked "Issue for Resolution" and describing the issue or difference and the background to it (together with any supporting information), then the Parties will implement the following expedited issue resolution ladder ("**Expedited Ladder**"):

- (a) on the 16th Working Day, the LACMTA Project Liaison will escalate the issue or difference to LACMTA's Level 1 Decision Maker for the Design Phase and Construction Phase of the Subject Transportation Project and the City Project Liaison will escalate the issue or difference to the City's Level 1 Decision Maker responsible for the issue or difference to be resolved, in each case describing the issue or difference and the background to the issue or difference in a position paper (together with any supporting information) and the Level 1 Decision Makers will meet within five Working Days, whether an ad hoc meeting called by either Level 1 Decision Maker or the next standing meeting of the Level 1 Decision Makers held under Section 2.4(d) (Project Governance) of this Agreement (if applicable), to attempt in good faith to resolve the issue or difference. The LACMTA Project Liaison and City Project Liaison will each notify the other that it has escalated the issue or difference to its Level 1 Decision Maker in accordance with this Agreement;
- (b) if the Level 1 Decision Makers are unable to resolve the issue or difference within five Working Days of being notified of the issue or difference, LACMTA's Level 1 Decision Maker will escalate the issue or difference to LACMTA's Level 2 Decision Maker for the Design Phase and Construction Phase and the City's Level 1 Decision Maker will escalate the issue or difference to City's Level 2 Decision Maker, in each case describing the issue or difference and the background to the issue or difference in a position paper (together with any supporting information) and the Level 2 Decision Makers will meet within five Working Days, whether an ad hoc meeting called by either Level 2 Decision Maker or the next standing meeting of the Level 2 Decision Makers (if applicable), to attempt in good faith to resolve the issue or difference. Each Level 1 Decision Maker shall notify the other that it has escalated the issue or difference to its Level 2 Decision Maker in accordance with this Agreement; and
- (c) if the Level 2 Decision Makers are unable to resolve the issue or difference within five Working Days of being notified of the issue or difference, then either Party may refer the issue or difference to the dispute resolution procedures under Article 10 (Resolution of Disputes) of this Agreement.

### 1.2 Non-Expedited Ladder

If the issue arises during the Planning & Advanced Conceptual Engineering Phase of the Subject Transportation Project and is unresolved at the working level pursuant to the communication protocols for that Subject Transportation Project, for 30 Working Days commencing on the date when the LACMTA Project Liaison or the City Project Liaison first identifies the issue or difference to the other in a meeting (as documented in meeting minutes), in an email notification to the other or by any other process agreed under the communication protocols for the applicable Subject Transportation Project, then the Parties will implement the following non-expedited issue resolution ladder ("**Non-Expedited Ladder**"):

- (a) on the 31st Working Day, the LACMTA Project Liaison will escalate the issue or difference to LACMTA's Level 1 Decision Maker for the Planning & Advanced Conceptual Engineering Phase of the Subject Transportation Project and the City Project Liaison will escalate the issue or difference to the City's Level 1 Decision Maker responsible for the issue or difference to be resolved, in each case describing the issue or difference and the Level 1 Decision Makers will meet within 15 Working Days, to attempt in good faith to resolve the issue or difference. The LACMTA Project Liaison and City Project Liaison will each notify the other that it has escalated the issue or difference to its Level 1 Decision Maker in accordance with this Agreement;
- (b) if the Level 1 Decision Makers are unable to resolve the issue or difference within 15 Working Days of being notified of the issue or difference, LACMTA's Level 1 Decision Maker will escalate the issue or difference to LACMTA's Level 2 Decision Maker for the Planning & Advanced Conceptual Engineering Phase and the City's Level 1 Decision Maker will escalate the issue or difference to the City's Level 2 Decision Maker responsible for the issue or difference, in each case describing the issue or difference and the Level 2 Decision Makers will meet within 15 Working Days, whether an ad hoc meeting called by either Level 2 Decision Maker or the next MCA Executive Task Force meeting (if it is scheduled to occur within the required timeframe), to attempt in good faith to resolve the issue or difference. Each Level 1 Decision Maker will notify the other that it has escalated the issue or difference to its Level 2 Decision Maker in accordance with this Agreement; and
- (c) if the Level 2 Decision Makers are unable to resolve the issue or difference within 15 Working Days of being notified of the issue or difference, then either Party may refer the issue or difference to the dispute resolution procedures under Article 10 (Resolution of Disputes) of this Agreement.

### 1.3 General

- (a) Any reference in this Exhibit 2 to notification or escalation by a LACMTA representative to another LACMTA representative or by a City representative to another City representative is not intended to require that such notice to be delivered in accordance with Section 11.2 (Notices) of this Agreement but is instead intended to refer to notification in accordance with any internal procedures.
- (b) Any reference in this Exhibit 2 to notifications between the LACMTA Project Liaison and the City Project Liaison is not intended to require that such notice to be delivered in accordance with Section 11.2 (Notices) of this Agreement but is instead intended to refer to notification in accordance with the with the agreed communication protocols for the applicable Subject Transportation Project and in the absence of such agreement, to notification by email.
- (c) Under either the Expedited Ladder or the Non-Expedited Ladder, an issue or difference that has been escalated to the Level 1 Decision Makers may be further expedited for resolution by the Level 1 Decision Makers and the Level 2 Decision Makers at the next scheduled MCA Executive Task Force meeting, provided that such MCA Executive Task Force meeting occurs within the timeframes set out under the Expedited Ladder or the Non-Expedited Ladder (as applicable).
- (d) Any reference in this Exhibit 2 to a meeting is intended to refer to a meeting held in person or via videoconference or teleconference.
- (e) Each issue escalated under Section 2.5 (Issue Resolution) of the Agreement and this Exhibit 2 shall be owned by the LACMTA Project Liaison and City Project Liaison, who shall be responsible for tracking the issue through to resolution.
- (f) Any resolution of an issue or difference agreed by the Parties will be documented by the Parties in writing. Any amendments to this Agreement agreed by the Parties as part of the resolution of an issue or difference will be finalized and documented in accordance with Section 11.6 (Amendments; Entire Agreement) of this Agreement.

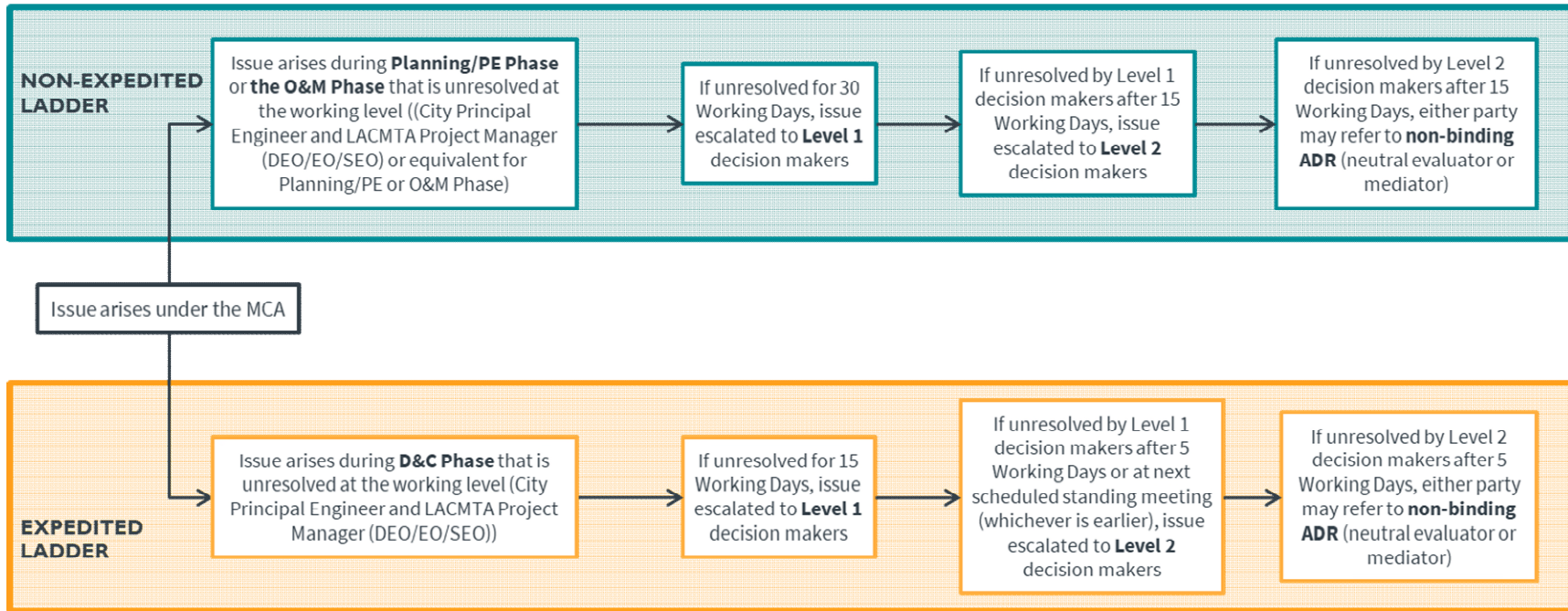


- (g) LACMTA and the City may internally consult with the LACMTA Chief Executive Officer and Mayor of the City respectively with respect to an issue or difference that arises under this Agreement, at that Party's discretion.

2. **Level 1 Decision Makers and Level 2 Decision Makers**

	<b>LACMTA</b>	<b>City</b>
<b>Level 1 Decision Makers</b>	<ul style="list-style-type: none"> <li>• <b>Planning &amp; Advanced Conceptual Engineering Phase</b> – Deputy Chief Planning Officer or Deputy Chief Program Management Officer (as applicable to the issue or difference, at LACMTA's discretion) responsible for the Subject Transportation Project</li> <li>• <b>Design Phase and Construction Phase</b> – Deputy Chief Program Management Officer responsible for the Subject Transportation Project</li> </ul>	Assistant General Manager or Deputy City Engineer (as applicable to the issue or difference, at the City's discretion)
<b>Level 2 Decision Makers</b>	<ul style="list-style-type: none"> <li>• <b>Planning &amp; Advanced Conceptual Engineering Phase</b> – Chief Planning Officer or Chief Program Management Officer (as applicable to the issue or difference, at LACMTA's discretion)</li> <li>• <b>Design Phase and Construction Phase</b> – Chief Program Management Officer</li> </ul>	General Manager or City Engineer (as applicable to the issue or difference, at the City's discretion)

3. Chart depicting the Non-Expedited Ladder and Expedited Ladder



**EXHIBIT 3– EARLY INVOLVEMENT**

**Part A - Subject Transportation Projects as of the Effective Date**

<b>Subject Transportation Project</b>	<b>Project Delivery Method</b>	<b>Phase/ Status as of the Effective Date</b>	<b>LACMTA Project Liaison</b>	<b>Anticipated Schedule (Key Milestones)</b>	<b>Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements</b>
<b>Projects in operation but subject to conclusion of the close-out procedures</b>					
<p>All LACMTA Transportation Projects that have achieved operating status/ completion of construction but that continue to progress through the full close-out process with the City.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>• Crenshaw LAX Transit Corridor (K Line)</li> <li>• Union Station Patsaouras Bus Plaza</li> <li>• Sound Wall Package 11/ North Hollywood</li> <li>• I-405 Sepulveda Pass Improvements</li> <li>• Eastside Access Improvements Project</li> <li>• Blue Line (A Line) Improvements</li> <li>• Blue Line (A Line) Pedestrian Gates</li> <li>• Cesar Chavez Bus Improvements</li> <li>• Regional Connector</li> </ul>	<p>Various (generally Design-Bid-Build or Design-Build)</p>	<p>Operation &amp; Maintenance</p>	<p>Various depending on the project.</p>	<p>Various</p>	<p>The terms of the applicable Prior Cooperative Agreement, the supplemental agreement dated June 6, 2019 (with respect to the Regional Connector project only), the supplemental agreement dated May 27, 2020 (with respect to the Crenshaw LAX Corridor project only), and any current Annual Work Plans or Work Orders will continue to apply except that:</p> <ul style="list-style-type: none"> <li>• <u>Section 2.5 (Issue Resolution)</u> and <u>Article 10 (Resolution of Disputes)</u> will apply to the extent issues of disputes arise with respect to the applicable Transportation Projects; and</li> <li>• the MCA Executive Task Force may include discussing the applicable Transportation project at any meetings held under <u>Section 2.3 (MCA Executive Task Force)</u>.</li> </ul>

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule (Key Milestones)	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
<b>Projects currently in the Construction Phase</b>					
<b>Purple (D Line) Extension Transit Project</b>	Design-Build	Construction	Section 1 – Jim Cohen  Section 2 – Michael McKenna  Section 3 – Kimberly Ong	Section 1 forecast opening Spring 2025  Section 2 forecast opening Fall 2025  Section 3 forecast opening Fall 2027	<p>The terms of the applicable Prior Cooperative Agreement and any current Annual Work Plans or Work Orders will continue to apply except that:</p> <ul style="list-style-type: none"> <li>• <u>Section 2.5 (Issue Resolution)</u> and <u>Article 10 (Resolution of Disputes)</u> will apply to the extent issues of disputes arise with respect to the applicable Transportation Projects;</li> <li>• the MCA Executive Task Force may include discussions regarding this Subject Transportation Project at any meetings held under <u>Section 2.3 (MCA Executive Task Force)</u>.</li> </ul> <p>A City Project Liaison is not required to be appointed with respect to this Subject Transportation Project.</p>
<b>Division 20 Portal Widening &amp; Turnback Facility</b>	Design-Bid-Build	Construction	Albert Soliz	Construction forecast completion Spring 2026	<p>The terms of the applicable Prior Cooperative Agreement and any current Annual Work Plans or Work Orders will continue to apply except that:</p> <ul style="list-style-type: none"> <li>• <u>Section 2.5 (Issue Resolution)</u> and <u>Article 10 (Resolution of Disputes)</u> will apply to the extent issues of disputes arise with respect to the applicable Transportation Projects; and</li> <li>• The MCA Executive Task Force may include discussions regarding this Subject Transportation Project at any meetings held under <u>Section 2.3 (MCA Executive Task Force)</u>.</li> </ul>

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule (Key Milestones)	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
					A City Project Liaison is not required to be appointed with respect to this Subject Transportation Project.
<b>Rail to Rail</b>	Design-Bid-Build	Construction	Rafie Zamani	Forecast completion Fall 2024	<p>The terms of the applicable Prior Cooperative Agreement, the funding agreement executed in March 2022, and any current Annual Work Plans or Work Orders will continue to apply except that:</p> <ul style="list-style-type: none"> <li>• <u>Section 2.5 (Issue Resolution)</u> and <u>Article 10(Resolution of Disputes)</u> will apply to the extent issues of disputes arise with respect to the applicable Transportation Projects; and</li> <li>• the MCA Executive Task Force may include discussions regarding this Subject Transportation Project at any meetings held under <u>Section 2.3 (MCA Executive Task Force)</u>.</li> </ul> <p>A City Project Liaison is not required to be appointed with respect to this Subject Transportation Project.</p>
<b>Metro Center Project</b>	Design-Build	Construction	Albert Soliz	Substantial completion forecast Quarter 4 2023	<p>The terms of the applicable Prior Cooperative Agreement and any current Annual Work Plans or Work Orders will continue to apply except that:</p> <ul style="list-style-type: none"> <li>• <u>Section 2.5 (Issue Resolution)</u> and <u>Article 10(Resolution of Disputes)</u> will apply to the extent issues of disputes arise with respect to the applicable Transportation Projects; and</li> <li>• the MCA Executive Task Force may include discussions regarding this Subject</li> </ul>

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule (Key Milestones)	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
					<p>Transportation Project at any meetings held under <u>Section 2.3 (MCA Executive Task Force)</u>.</p> <p>A City Project Liaison is not required to be appointed with respect to this Subject Transportation Project.</p>
<b>Projects in the Planning &amp; Advanced Conceptual Engineering or the Design Phase as of the Effective Date</b>					
<b>East San Fernando Valley LRT</b>	Progressive Design-Build	Design Development	Gregory Gastelum	Forecast completion Summer 2030	<p>The terms of this MCA will apply, subject to:</p> <ul style="list-style-type: none"> <li>the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024;</li> <li>the Work Orders agreed prior to the Effective Date; and</li> <li>Design deviations already agreed/reviews already undertaken as of the Effective Date.</li> </ul> <p>As the Subject Transportation Project is already in the Design Development phase, the Early Involvement Procedures <b>will not</b> apply.</p> <p>A City Project Liaison will be appointed within 90 days of the Effective Date in accordance with <u>Section 2.4(a) (Project Governance)</u> of this Agreement.</p>
<b>Orange (G Line) BRT Improvements</b>	Progressive Design-Build	Design Development	Annalisa Murphy	Forecast completion Winter 2026	<p>The terms of this MCA will apply, subject to:</p> <ul style="list-style-type: none"> <li>the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024;</li> <li>the Work Orders agreed prior to the Effective Date;</li> </ul>

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule (Key Milestones)	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
					<ul style="list-style-type: none"> <li>the bikeway license agreement dated August 16, 2007;</li> <li>the supplemental agreement dated January 20, 2015;</li> <li>Design deviations already agreed/reviews already undertaken as of the Effective Date.</li> </ul> <p>As the Subject Transportation Project is already in the Design Development phase, the Early Involvement Procedures <b>will not</b> apply.</p> <p>A City Project Liaison is not required to be appointed within 90 days of the Effective Date. However, if LACMTA issues a Notice requesting appointment of a City Project Liaison, the City will submit a Form 60 with respect to the City Project Liaison role within 20 Working Days of that Notice and <u>Section 2.4 (Project Governance)</u> of this Agreement will apply.</p>
I-105 ExpressLanes Project	CM/GC	Design Development	James Wei	Forecast completion Summer 2028  Segmented approach to delivery	<p>The terms of this MCA will apply, subject to:</p> <ul style="list-style-type: none"> <li>the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024;</li> <li>the Work Orders agreed prior to the Effective Date; and</li> <li>Design deviations already agreed/reviews already undertaken as of the Effective Date.</li> </ul> <p>As the Subject Transportation Project is already in the Design Development phase, the Early Involvement Procedures <b>will not</b> apply.</p>

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule (Key Milestones)	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
					<p>A City Project Liaison is not required to be appointed within 90 days of the Effective Date. However, if LACMTA issues a Notice requesting appointment of a City Project Liaison, the City will submit a Form 60 with respect to the City Project Liaison role within 20 Working Days of that Notice and <u>Section 2.4 (Project Governance)</u> of this Agreement will apply.</p>
<p><b>Link US</b></p>	<p>CM/GC</p>	<p>Design Development</p>	<p>Scott McConnell</p>	<p>Procurement of CM/GC anticipated in 2024</p> <p>Forecast completion 2032</p>	<p>The terms of this MCA will apply, subject to:</p> <ul style="list-style-type: none"> <li>the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024;</li> <li>the Work Orders agreed prior to the Effective Date;</li> <li>Design deviations already agreed/reviews already undertaken as of the Effective Date.</li> </ul> <p>As the Subject Transportation Project is already in the Design Development phase, the Early Involvement Procedures <b>will not</b> apply.</p> <p>A City Project Liaison is not required to be appointed within 90 days of the Effective Date. However, if LACMTA issues a Notice requesting appointment of a City Project Liaison, the City will submit a Form 60 with respect to the City Project Liaison role within 20 Working Days of that Notice and <u>Section 2.4 (Project Governance)</u> of this Agreement will apply.</p>
<p><b>Brighton to Roxford</b></p>	<p>Design-Bid-Build</p>	<p>Design Development</p>	<p>Brian Baldarama</p>	<p>Forecast completion 2027</p>	<p>The terms of this MCA will apply, subject to the allocation for the Subject Transportation Project</p>



Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule (Key Milestones)	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
					<p>under the Annual Work Plan for fiscal year 2023/2024.</p> <p>As the Subject Transportation Project is already in the Design Development phase, the Early Involvement Procedures <b>will not</b> apply.</p> <p>A City Project Liaison is not required to be appointed within 90 days of the Effective Date. However, if LACMTA issues a Notice requesting appointment of a City Project Liaison, the City will submit a Form 60 with respect to the City Project Liaison role within 20 Working Days of that Notice and <u>Section 2.4 (Project Governance)</u> of this Agreement will apply.</p>
<b>North Hollywood to Pasadena BRT</b>	CM/GC	Design Development	Mark Van Gessel	Procurement of CM/GC anticipated in Winter 2023  Forecast completion Spring 2027	<p>The terms of this MCA will apply, subject to the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024.</p> <p>As the Subject Transportation Project is already in the Design Development phase, the Early Involvement Procedures <b>will not</b> apply.</p> <p>A City Project Liaison is not required to be appointed within 90 days of the Effective Date. However, if LACMTA issues a Notice requesting appointment of a City Project Liaison, the City will submit a Form 60 with respect to the City Project Liaison role within 20 Working Days of that Notice and <u>Section 2.4 (Project Governance)</u> of this Agreement will apply.</p>
<b>Doran Street Grade Separation</b>	Design-Bid-Build	Planning & Advanced Conceptual Engineering	Brian Baldarama	Forecast completion 2030	<p>The terms of this MCA will apply, subject to the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024.</p>

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule (Key Milestones)	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
					<p>The Early Involvement Procedures <b>will</b> apply.</p> <p>In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.</p>
<b>West Santa Ana Branch Project (Downtown Segment)</b>	To be determined	Planning & Advanced Conceptual Engineering	June Susilo	To be determined	<p>The terms of this MCA will apply, subject to the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024.</p> <p>The Early Involvement Procedures <b>will</b> apply.</p> <p>In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.</p>
<b>Sepulveda North</b>	P3	Planning & Advanced Conceptual Engineering	Kavita Mehta	To be determined	<p>The terms of this MCA will apply, subject to the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024.</p> <p>The Early Involvement Procedures <b>will</b> apply.</p> <p>In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.</p>
<b>Next Gen Speed and Reliability</b>	Various	Planning & Advanced	Stephen Tu and James Shahamiri	To be determined	<p>The terms of this MCA will apply, subject to the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024.</p>

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule (Key Milestones)	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
		Conceptual Engineering			<p>The Early Involvement Procedures <b>will</b> apply.</p> <p>In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.</p>
<b>Crenshaw North</b>	To be determined	Planning & Advanced Conceptual Engineering	To be determined	To be determined	<p>The terms of this MCA will apply.</p> <p>The Early Involvement Procedures <b>will</b> apply.</p> <p>In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.</p>
<b>LA River Path</b>	CM/GC	Planning & Advanced Conceptual Engineering	James Wei	Procurement of CM/GC anticipated in 2024	<p>The terms of this MCA will apply.</p> <p>The Early Involvement Procedures <b>will</b> apply.</p> <p>In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.</p>
<b>Vermont North</b>	To be determined	Planning & Advanced Conceptual Engineering	To be determined	To be determined	<p>The terms of this MCA will apply.</p> <p>The Early Involvement Procedures <b>will</b> apply.</p> <p>In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.</p>

**Part B – Form of LACMTA Project Description**

To: City of Los Angeles (the "City")

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

This LACMTA Project Description has been prepared and delivered in accordance with the Master Cooperative Agreement between LACMTA and the City dated [•] (the "Agreement"). Words defined in the Agreement have the same meaning in this LACMTA Project Description.

<p><b>IMPORTANT NOTICE:</b> This LACMTA Project Description sets out the anticipated details for the Subject Transportation Project named in this request as at the date of this request. Where details are not yet available, this has been indicated within the form as "To be provided separately". All details are subject to be amended or supplemented by LACMTA in accordance with Section 3.1 (<i>Identification of Subject Transportation Projects</i>) of the Agreement. In addition, to the extent this LACMTA Project Description is being delivered prior to receipt of any applicable environmental approval(s) for the Subject Transportation Project, Section 3.1(b)(ii) (<i>Identification of Subject Transportation Projects</i>) of this Agreement will apply.</p>	
<b>Date:</b>	[Insert date of delivery of this LACMTA Project Description]
<b>Name of Subject Transportation Project:</b>	[Insert Project Name]
<b>LACMTA Project Liaison:</b>	[Insert name of initial LACMTA Project Liaison]
<b>Subject Transportation Project Short Description:</b>	[Insert short (2-3 paragraphs) description of the project, including the project objectives]
<b>Subject Transportation Project URL:</b>	[Include a link to the LACMTA project webpage and/or dropbox link for the project where further details have been or will be posted]
<b>Anticipated Contractual Packages and Anticipated Project Delivery Method for each Contractual Package:</b>	[If available, identify the anticipated contractual packages, for example, LACMTA retained scope, any AUR or other advanced work contractual packages, the core scope package. For each contractual package, identify the anticipated project delivery method. If not yet available, indicate anticipated schedule for decision.]
<b>Phase/Status as of the Date of this LACMTA Project Description:</b>	[Indicate the current phase (for example, Planning & Advanced Conceptual Engineering Phase) and any other relevant information about the status of the Subject Transportation Project within the phase.]
<b>Current Status of Environmental Approval Process:</b>	[Indicate any environmental approvals required for the Subject Transportation Project and the current status.]
<b>Anticipated Funding Sources:</b>	[For the purposes of giving an indication of whether federal requirements will apply, indicate the current anticipated funding sources (local, state, and/or federal)]
<b>Anticipated Schedule (Anticipated Key Milestone Dates):</b>	[Include a summary or attachment showing the current anticipated schedule, including the key milestones relevant to this Agreement. In particular, the anticipated dates/milestones for agreement of the Project Definition, completion of the Planning & Advanced Conceptual Engineering Phase and the advertisement of the Procurement Documents.

	<i>To the extent an alternative delivery model is being adopted, indicate any anticipated milestones where certain matters under the Project Definition can be resolved after contract award and during Phase 1.]</i>
<b>Anticipated Project ROW/City-Located Section</b>  (noting that this may be subject to the environmental approval process):	<i>[Include a high-level description or map of the proposed alignment through the City either here, by attachment to this notice or by reference to the draft environmental documents.]</i>
<b>Proposed Date for Early Involvement Kick-Off Meeting:</b>	<i>[Insert proposed date]</i>
<b>Target Date for Documenting the Project Definition:</b>	<i>[Insert proposed date]</i>
<b>Anticipated Date for Issuance of Procurement Documents:</b>	<i>[Insert proposed date]</i>

## **Part C – Early Involvement Procedures**

### **1. Initial Meeting(s)**

Within 15 days of delivery of a LACMTA Project Description for a Subject Transportation Project, LACMTA will convene an initial meeting (or initial meetings, as required) with all City Reviewing Departments with respect to the Subject Transportation Project. The initial meeting(s) will include:

- (a) an introduction by LACMTA to:
  - (i) the LACMTA Project Liaison and other LACMTA team members with responsibility for delivery of the Subject Transportation Project;
  - (ii) the Subject Transportation Project, including an overview of the anticipated Project ROW, anticipated funding sources, and anticipated contract packaging and delivery methods;
  - (iii) the Subject Transportation Project anticipated elements and scope within the City-Located Section of that Subject Transportation Project;
  - (iv) the current status of the Subject Transportation Project and an overview of the anticipated schedule for the Subject Transportation Project; and
  - (v) an overview of the key risks identified for the Subject Transportation Project and how those are anticipated to be allocated;
- (b) a discussion of the resourcing needs to support the Subject Transportation Project, both in terms of the Early Involvement Procedures and the later phases of the Subject Transportation Project, including for the purposes of:
  - (i) estimating the number of full-time equivalents, and any particular skill-sets or qualifications, required to perform the anticipated workload and achieve key milestones for the life of the Subject Transportation Project and ensuring LACMTA provides the City with supporting documentation for the City to seek adequate funding and authority through the City budget process to ensure the availability of City resources;
  - (ii) estimating the workload to be performed by a City Project Liaison with respect to the Subject Transportation Project and agreeing in accordance with Section 2.4 (Project Governance) of this Agreement, whether or not a dedicated City Project Liaison is required for the Subject Transportation Project; and
  - (iii) cooperating to develop the first Annual Work Plan for the Subject Transportation Project, in accordance with Section 3.3 (Annual Work Plan) of this Agreement and providing the City with the information required to prepare and submit a Form 60 to LACMTA in accordance with Section 3.4 (Work Orders) of this Agreement for the work, support and services to be performed by the City as part of the Early Involvement Procedures for the Subject Transportation Project; and
- (c) a discussion of any additional project-specific training that may be required to supplement the programmatic training agreed under Section 2.6(h) (Assigned Personnel).

LACMTA will be responsible for inviting the affected City Council district office to the initial meeting or convening a separate meeting with the affected City Council district office to introduce the Subject Transportation Project.

## 2. **Resourcing and Governance Process**

Following the initial meeting(s) held under Section 1 above:

- (a) the City will designate a City Project Liaison in accordance with Section 2.4 (Project Governance) of this Agreement and the agreement reached with LACMTA under Section 1(b)(i) above;
- (b) LACMTA will provide the City with information with respect to anticipated Work Orders and:
  - (i) the City will submit a Form 60 to LACMTA for the work, support and services to be performed as part of the Early Involvement Procedures and that are eligible for reimbursement in accordance with Part D (Reimbursement for Participation in Early Involvement Procedures) of this Exhibit 3; and
  - (ii) the Parties will agree to the first Annual Work Plan, and Work Orders, in each case in accordance with Sections 3.3 (Annual Work Plan) and 3.4 (Work Orders) of this Agreement and the discussions held under Section 1(b)(i) above; and
- (c) in accordance with Section 3.1 (Identification of Subject Transportation Projects) of this Agreement, LACMTA will notify the City of any amendments or supplements to the details set out in the LACMTA Project Description. A revision to a Form 60 previously submitted by the City may be required to reflect any amendments or supplements from LACMTA.

## 3. **Project Definition**

### 3.1 **Review of ACE Design Documentation**

- (a) LACMTA will submit the ACE Design Documentation that has been prepared for the Subject Transportation Project to the City and convene an Advanced Conceptual Engineering workshop(s) to present to the City that ACE Design Documentation for the Subject Transportation Project. The agenda for the Advanced Conceptual Engineering workshop(s) will include discussion of the key aspects of the Design or Construction of the Subject Transportation Project that impact the scope, criteria, specifications and requirements for those proposed Rearrangements that form or are intended to form, the basis of the Procurement Documents or any other part of the Project Definition. Such elements may include:
  - (i) Roadway width and alignment;
  - (ii) Sidewalk and parkway width;
  - (iii) Bus/ rail interface and bus stops (including the length of bus pads);
  - (iv) Curb ramps/ADA requirements;
  - (v) Illumination requirements;
  - (vi) Hydraulics/ drainage; or
  - (vii) Preliminary tree removals/ replacement conditions.
- (b) The City will actively participate in the Advanced Conceptual Engineering workshop(s). Upon conclusion of the workshop(s), the City will provide subsequent written comments to the ACE Design Documentation submitted by LACMTA to assist LACMTA in the identification of the preliminary scope of Rearrangements, City Standards, criteria, specifications and requirements for those proposed Rearrangements that form or are intended to form, the basis of the Procurement Documents, and Utility Adjustments for the purposes of advertisement of the Procurement Documents for the Subject

Transportation Project and as described below. The City Project Liaison will ensure the Reviewing Departments attend the Advanced Conceptual Engineering workshop(s) and provide written comments to the ACE Design Documentation. The City Project Liaison shall invite the Mayor's Office and City Council Offices to participate in the Advanced Conceptual Engineering workshop(s). The City Project Liaison will be responsible for submitting written comments to the ACE Design Documentation from the Mayor's Office and the affected City Council Offices.

- (c) LACMTA will notify the City of any matters or issues referred to in this Part C of this Exhibit 3 that may be agreed at a later stage of the Subject Transportation Project based on the Project Delivery Method and Project Schedule for that Subject Transportation Project.
- (d) LACMTA's deferral of any issues shall not relieve LACMTA of its compliance with Section 4.2 (Design Requirements) of this Agreement, including the requirement for the Designs of Rearrangements to comply with the City Standards and other requirements set out in Section 4.2 (Design Requirements) of this Agreement.

### 3.2 **Scope of Rearrangements**

- (a) LACMTA will prepare the ACE Design Documentation for the Subject Transportation Project for the City to review, and the Parties will discuss in good faith, the scope of Rearrangements for the purpose of advertisement of the Procurement Documents, including:
  - (i) any removals, replacements, restorations, alterations, reconstruction, support, or relocation of all or a portion of any Conflicting Facilities whether permanent or temporary, which are necessary in order for the Subject Transportation Project to comply with Applicable Law;
  - (ii) any removals, replacements, restorations, alterations, reconstruction, support, or relocation of all or a portion of any Conflicting Facilities whether permanent or temporary, which are necessary for LACMTA to construct, operate, maintain, or remove the Subject Transportation Project and for the City to construct, operate, maintain, or remove City Facilities; and
  - (iii) any new and required City Facilities which are necessary to install in order for the Subject Transportation Project to comply with Applicable Law and for any Rearrangements to comply with Applicable Law and City Standards.
- (b) The Rearrangements identified under this Section 3.2 will be listed in the Project Definition.
- (c) The City Project Liaison will be responsible for coordinating with all Reviewing Departments to obtain written comments to the scope of Rearrangements. The City Project Liaison shall invite the Mayor's Office and City Council Offices to provide comments to the scope of Rearrangements. The City Project Liaison will not be responsible for submitting written comments from the Mayor's Office and the City Council Offices to LACMTA.. To the extent the Parties are unable to resolve the comments and agree to the scope of the Rearrangements, the issue will be escalated under Section 2.5 (Issue Resolution) of this Agreement in sufficient time for resolution prior to the end of the Planning & Advanced Conceptual Engineering Phase and the advertisement of the Procurement Documents for the Subject Transportation Project.

### 3.3 **Identification of Betterments**

- (a) To the extent that the City identifies any proposed Betterments falling within paragraph (a) of the definition of "Betterment", during its review of the Advanced Conceptual Engineering or otherwise during the activities under this Part C, it will submit a completed City Betterment Request for LACMTA's review and approval in accordance with Section 6.1 (Notice of Betterments) of this Agreement. The City Project Liaison will be responsible for coordinating with all Reviewing Departments to identify any proposed Betterments requested by City Departments. Requests for Betterments requested by the Mayor's Office or a City Council Office shall be discussed directly



between those offices and LACMTA. The City Project Liaison shall not be responsible for coordinating those requests.

- (b) LACMTA will review any City Betterment Requests submitted by the City and counter-sign the City Betterment Request to the extent a requested Betterment is approved in accordance with Section 6.2 (Approval of Betterments) of this Agreement.
- (c) Any Betterments approved by LACMTA for inclusion in the scope of the Subject Transportation Project will be included in the Project Definition as described under Section 3.11 below. The Parties acknowledge that any additional mitigations (at the City's cost) with respect to the Betterment may need to be included and addressed in the final EIR/EIS Documents and the City agrees to cooperate with LACMTA in providing all such information and documents as may be required for this purpose.

### 3.4 Initial Identification of Utility Conflicts

- (a) Together with the preparation and review of the ACE Design Documentation and otherwise as requested by LACMTA, the City will cooperate with LACMTA by providing access to any locational data or other information as described in Section 1 (Identification of Utility Conflicts) of Exhibit 4 (Utility Adjustment Procedures).
- (b) Prior to establishing the Project Definition for a Subject Transportation Project, LACMTA will submit an initial list of identified Utility Conflicts as described in Section 1 (Identification of Utility Conflicts) of Exhibit 4 (Utility Adjustment Procedures), in which case the Parties will perform the activities under Sections 2.1(a) and 2.1(b) (Interface with Utility Owner) of Exhibit 4 (Utility Adjustment Procedures) with respect to the Utility Conflicts identified in that initial list.

### 3.5 City Standards

- (a) LACMTA will notify the City if it objects to any City Standards that would otherwise be applicable to the Rearrangements performed for a Subject Transportation Project on the basis of Section 4.5(a) (City Standards) of this Agreement and/or of any requested deviations to the applicable City Standards necessary for the Subject Transportation Project and/or to the City Design and Construction requirements set out in Exhibit 9 (Special Permitting Process).
- (b) Any deviations to the City Standards and/or to the City Design and Construction requirements set out in Exhibit 9 (Special Permitting Process) agreed by the Parties will be included in the Project Definition as described under Section 3.11 below.

### 3.6 Scope, criteria, specifications and requirements for each Rearrangement

- (a) The City will provide LACMTA with any other applicable City design criteria, specifications and requirements applicable to each Rearrangement that are not already incorporated in the City Standards or the City Design and Construction requirements set out in Exhibit 9 (Special Permitting Process) and that will inform the Procurement Documents for the proposed Rearrangements for a Subject Transportation Project. The City Project Liaison will be responsible for coordinating with the City departments to notify LACMTA of the complete list of any such additional design criteria, specifications and requirements criteria.
- (b) LACMTA and City will engage in workshop(s) to discuss the scope of the Rearrangement and any additional criteria, specifications and requirements provided by the City under Section 3.6(a) above, including any proposed deviations to those additional criteria, specifications, and requirements. The City Project Liaison will be responsible for inviting the affected City Council district office to the workshops and coordinating with all Reviewing Departments to ensure attendance by all Reviewing Departments at such workshop(s).
- (c) Any additional applicable City design criteria, specifications and requirements agreed by the Parties under this Section 3.6 will be included in the Project Definition as described under Section 3.11 below.

- (d) Following presentation of the ACE Design Documentation and identification of the proposed Rearrangements under Section 3.2 above and the provision of information and workshops under Sections 3.6(a) and 3.6(b) above, LACMTA will submit for City review the draft scope, criteria, specifications and requirements for those proposed Rearrangements that form or are intended to form, the basis of the Procurement Documents issued by LACMTA for the applicable Subject Transportation Project and that includes the Design and/or Construction of the Rearrangement within its scope. Together with such submission, LACMTA will attach the agreed deviations from any City design or construction requirements. The City will review the draft scope, criteria, specifications and requirements for that Rearrangement for conceptual compliance with the City Standards identified under Section 3.5 above and otherwise for compliance with this Agreement (in each case, subject to any agreed deviations) and provide comments to LACMTA in accordance with Exhibit 7 (LACMTA Submittal Procedure). The City Project Liaison will be responsible for coordinating the submission of comments from all Reviewing Departments. The City Project Liaison will be responsible for obtaining comments that may be submitted by the Mayor's Office or an affected City Council district office.
- (e) The Parties will discuss in good faith and resolve comments submitted by the City and mutually agree to the scope, criteria, specifications and requirements for the proposed Rearrangements for inclusion in the applicable Procurement Documents. The scope, criteria, specifications and requirements for the proposed Rearrangements for inclusion in the applicable Procurement Documents as agreed by the Parties will be included in the Project Definition as described under Section 3.11 below.

### 3.7 Construction Requirements

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

- (a) variances, full street closures and streets subject to peak-hour restrictions and holiday season street closure restrictions (holiday moratorium), including discussion and identification of any required City Council approvals;
- (b) instrumentation; and
- (c) support of excavation requirements.

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

### 3.8 Requests for City Assistance

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

- (a) Design work with respect to the Design of a Rearrangement in accordance with Section 4.1(c) (Design Responsibilities) of this Agreement;
- (b) Construction work with respect to a Rearrangement in accordance with Section 5.1(b) (Construction Responsibilities) of this Agreement; and/or
- (c) additional Construction work with respect to the City-Located Section of the Subject Transportation Project that is not part of any Rearrangement in accordance with Section 5.1(b) (Construction Responsibilities) of this Agreement and pursuant to the procedures and subject to the requirements set out under Exhibit 5 (City-Performed Project Work).

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

### 3.9 Anticipated Schedule and Resourcing Requirements

- (a) LACMTA will convene a schedule workshop to present to the City the anticipated schedule for the City-Located Section of the Subject Transportation Project, including the then anticipated, and preliminary, schedule for procurement, design development, right of way acquisition, construction, testing and commissioning.
- (b) LACMTA and the City will review the anticipated schedule, acknowledging it is preliminary and acknowledging that the Design Management Plan and scheduling of design package review will be established by the applicable LACMTA Contractor, and look ahead to identify resourcing requirements for the City to support the delivery of the Subject Transportation Project in accordance with the terms of this Agreement, taking into account any discussions under Section 3.8 above.
- (c) LACMTA and the City will review the design review checklists set out in Part C (Design Development Checklists) of Exhibit 7 (LACMTA Submittal Procedure) and engage in workshops to agree any variations to those design review checklists for the purposes of the Subject Transportation Project, taking into account the Project Delivery Method, schedule, and scope of the Subject Transportation Project. Any agreed variations to the design review checklists agreed by the Parties will be included in the Project Definition as described under Section 3.11 below.

### 3.10 Anticipated Interfaces and Adjacent Work

- (a) In accordance with Section 3.7 (Coordination of Work) of this Agreement, City will notify LACMTA of any known or anticipated Adjacent Work with respect to the Subject Transportation Project.
- (b) LACMTA and the City will engage in any Adjacent Work or other interface workshop(s) to agree to the approach to coordinating design inputs and scheduling construction or other work.

### 3.11 Establishing the Project Definition

- (a) The updated details of the Subject Transportation Project and all matters agreed under this Part C for a Subject Transportation Project will be documented by LACMTA in the form of Project Definition set out in Part E of this Exhibit 3. LACMTA will prepare and sign the Project Definition and submit it to the City for the City's review (to confirm that it reflects the agreements reached), acceptance and counter-signature.
- (b) Any matters or issues not agreed at the time of documenting and signing the Project Definition will be described in the Project Definition. Unless LACMTA has notified the City in the applicable LACMTA Project Description or otherwise in accordance with this Part C of this Exhibit 3 that such outstanding matters or issues may be agreed at a later stage of the Subject Transportation Project based on the Project Delivery Method and schedule for that Subject Transportation Project, matters marked as not agreed will be referred promptly for resolution under Section 2.5 (Issue Resolution) of this Agreement, for the purposes of achieving resolution prior to the scheduled date for advertisement of the Procurement Documents by LACMTA.
- (c) City agreement of the Project Definition will not constitute approval of the Final Design Documents. LACMTA must ensure that Final Design Documents conform to the applicable City Standards and Design requirements under this Agreement.

## **Part D – Reimbursement for Participation in Early Involvement Procedures**

### **1. Eligible for Reimbursement**

The following activities performed as part of the Early Involvement Procedures are eligible for reimbursement in accordance with Sections 3.4 (Work Orders) and 8.1 (Reimbursements to the City) of this Agreement:

- (a) Review of Advanced Conceptual Engineering;
- (b) All technical, support services, and other activities described in Part C of this Exhibit 3 and not expressly excluded under Section 1.2 below;
- (c) Planning phase support services involving the review of the Subject Transportation Project in relation to the City's Circulation Element (currently Mobility Plan 2035) street designations and networks; relevant general plan policies, objectives and programs; adopted streetscape plans, specific plans, and overlays; and station area planning and connectivity analyses involving route planning, station access and first last mile improvements;
- (d) Early identification of potential issues with existing and/or planned infrastructure (including sidewalks, bicycle infrastructure, sewers, storm drains, bridges, trees, substructures and utilities) and early coordination on proposed bus stop/bus layover additions, replacements or relocations for the Subject Transportation Project;
- (e) Assessment of transportation analysis not required for environmental documentation and prepared by LACMTA for the Subject Transportation Project including LOS, access, safety and operational performance; identification of opportunities for collaboration on projects with mutual policy objectives related to vehicle miles traveled; and
- (f) Engagement and internal coordination support services, as needed, at public workshops, and events not associated with an environmental review process.

### **1.2 Not Eligible for Reimbursement**

The following activities performed as part of the Early Involvement Procedures are not eligible for reimbursement in accordance with Sections 3.4 (Work Orders) and 8.1 (Reimbursements to the City) of this Agreement:

- (a) Participation in and coordination of, community engagement activities associated with an environmental review process; and
- (b) Performance by the City of its obligations as a responsible agency or cooperating agency (as applicable) for the purposes of the environmental review and approval process for the Subject Transportation Project including:
  - (i) Review of draft or final EIR/EIS; and
  - (ii) Providing feedback on the scope of the project transportation analysis.

**Part E – Form of Project Definition**

**PROJECT DEFINITION FOR [NAME OF SUBJECT TRANSPORTATION PROJECT]**

This Project Definition has been agreed in accordance with the Master Cooperative Agreement between LACMTA and the City dated [ • ] (the “Agreement”). Words defined in the Agreement have the same meaning in this Project Definition.

**IMPORTANT NOTICE:**

(1) This is the Project Definition for the Subject Transportation Project named below and that will apply to the Subject Transportation Project as set out in the Agreement, subject to amendments made in accordance with the terms of the Agreement and to any matters marked as not yet agreed in this Project Definition.

(2) In accordance with the Agreement and subject only to amendments made in accordance with the Agreement, the Parties acknowledge that, with respect to the Subject Transportation Project named in this Project Definition:

(a) LACMTA will rely on the agreed positions under this Project Definition to prepare and advertise the Procurement Documents for the Subject Transportation Project;

(b) the City's acknowledgment of this Project Definition is based on the information provided by LACMTA to the City as of the date of this Project Definition. The City may have new comments on subsequent Design submittals during Design Development as a consequence of Design changes made by LACMTA or a LACMTA Contractor after establishment of the Project Definition;

(c) the City's review of the ACE Design Documentation and any other Design Documentation provided to the City by LACMTA during the Early Involvement Procedures will not relieve LACMTA of the responsibility for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor. LACMTA is responsible for ensuring that the Design and Construction of the Rearrangements comply with the applicable City Standards; and

(d) if the Project is not awarded by LACMTA following the date of the advertisement of the Procurement Documents for a period of two years: (A) the City will have the option to review and update the day of applicable City Standards, if any new City Standards have been adopted since the date of the advertisement of the Procurement Documents, the City will not be responsible for impacts to the Subject Transportation Project due to the change; and (B) LACMTA and the City will review the Project Definition and may agree to amendments to the Project Definition to reflect any impacts to that Rearrangement arising from that delay or from any further Design Development performed since the then current Project Definition was finalized and agreed.

Project Details	
<b>Date of Project Definition:</b>	<i>[Insert date of notice]</i>
<b>Name of Subject Transportation Project:</b>	<i>[Insert Project Name]</i>
<b>Any LACMTA and/or City Reference Number for the Subject Transportation Project:</b>	<i>[Insert any reference numbers assigned by LACMTA and/or the City for the Subject Transportation Project]</i>
<b>LACMTA Project Liaison for Design Phase:</b>	<i>[If the initial LACMTA Project Liaison named in the LACMTA Project Description will continue, repeat name, or if the LACMTA Project Liaison will change for the Design Phase, identify the replacement LACMTA Project Liaison here.]</i>

<b>City Project Liaison:</b>	<i>[Include the name of the City Project Liaison identified under the Early Involvement Procedures]</i>
<b>Subject Transportation Project Short Description:</b>	<i>[Insert short (2-3 paragraphs) description of the project (including any updates since issuance of the LACMTA Project Description), including the project objectives]</i>
<b>Subject Transportation Project URL:</b>	<i>[Include a link to the LACMTA project webpage for the project where further details have been or will be posted]</i>
<b>Subject Transportation Project Environmental Documents:</b>	<i>[Include a link to the LACMTA project webpage for the project where the environmental documents have been or will be posted]</i>
<b>Anticipated Contractual Packages and Anticipated Project Delivery Method for each Contractual Package:</b>	<i>[Confirm/identify the anticipated contractual packages, for example, LACMTA retained scope, any AUR or other advanced work contractual packages, the core scope package. For each contractual package, confirm/identify the anticipated project delivery method.]</i>
<b>Anticipated Funding Sources:</b>	<i>[For the purposes of giving an indication of whether federal requirements will apply, confirm/identify the current anticipated funding sources (local, state, and/or federal)]</i>
<b>Anticipated Schedule (Anticipated Key Milestone Dates):</b>	<i>[Include a summary or attachment showing the current anticipated schedule, including the key milestones relevant to this Agreement. In particular, the anticipated dates/milestones for advertisement of the Procurement Documents, Design Phase and Construction Phase.]</i>
<b>Anticipated Project ROW / City-Located Section:</b>	<i>[Include a reference to the relevant drawings/ alignment definition under the environmental documents.]</i>
<b>Anticipated Resourcing Needs:</b>	<i>[Document any discussions regarding forward-planning for resourcing needs for the Subject Transportation Project.]</i>

**Agreed Scope, City Standards and other Criteria, Specifications and Requirements for the proposed Rearrangements**

<b>Advanced Conceptual Engineering:</b>	LACMTA and the City confirm that they have reviewed the ACE Design Documentation prepared as attached to this Project Definition as Attachment A and that comments were received and resolved as set out in Attachment B.	
<b>Rearrangement Elements:</b>	LACMTA and the City have identified the following key Rearrangement elements as being applicable to the Subject Transportation Project and have addressed them [as set out below][in Attachment [●]]: <i>[Describe here or in an attachment. This may include cross references to the City Standards/ scope, criteria, specifications and requirements that form or are intended to form, the basis of the Procurement Documents referenced in other sections of the Project Definition]</i>	
	<b>Rearrangement Elements</b>	<b>Applicable Criteria</b>
	Roadway width and alignment	
	Sidewalk and parkway width	
	Hydraulics/ drainage	

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

<b>Anticipated Adjacent Work or Other Interfaces:</b>	<i>[To the extent Adjacent Work or other interfaces (or deficiencies in existing City Facilities that may reasonably be expected to give rise to Adjacent Work or a design or construction interface with respect to the Subject Transportation Project) are identified, document those here or in an Attachment, together with any agreed approaches to coordinate that work or interface.]</i>
<b>Outstanding Issues/ Matters for Resolution:</b>	<i>[To the extent any matters or issues remain outstanding, describe those here (or in an attachment).]</i>

**ACKNOWLEDGED AND AGREED**

**LACMTA REPRESENTATIVE**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

**CITY REPRESENTATIVE**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_

**Attachments to Project Definition**

*[List and incorporate attachments]*



## EXHIBIT 4 – UTILITY ADJUSTMENT PROCEDURES

For each Subject Transportation Project, LACMTA and the City will perform the following actions and activities with Utilities that conflict with the City-Located Section of that Subject Transportation Project:

### 1. Identification of Utility Conflicts

1.1 In accordance with Section 3.2 (Early Involvement) of this Agreement and Exhibit 3 (Early Involvement), the City will coordinate and cooperate with LACMTA in providing any locational data or other information already in its possession regarding the location of Utilities within the City-Located Section.

1.2 LACMTA will identify Utility Conflicts within the City-Located Section and deliver a list of the identified Utility Conflicts to the City, including:

- (a) City-owned Utilities; and
- (b) private Utilities.

The list of identified Utility Conflicts will include the anticipated Utility Adjustment to address each Utility Conflict and a schedule defining when such Utility Adjustments should be completed. The City acknowledges and agrees that identification of Utility Conflicts within the City-Located Section of a Subject Transportation Project will be an iterative process and that LACMTA may deliver more than one list of identified Utility Conflicts for each Subject Transportation Project and may update the list of identified Utility Conflicts, during all phases of the Subject Transportation Project.

### 2. Interface with Utility Owner

2.1 Within ten Working Days of delivery of a list of identified Utilities under Section 1.2 above, the City will:

- (a) provide LACMTA a copy of any applicable franchise agreements and any other supporting documentation regarding the Utility; and
- (b) exercise any rights under any applicable franchise agreement or Applicable Law to request any additional locational data and other information regarding the Utilities within the scope of that franchise agreement and included in the list of identified Utilities and shall provide any and all such information received from the Utility owner to LACMTA.

2.2 Within 20 Working Days of delivery of a list of identified Utilities under Section 1.2 above, LACMTA and the City will meet to:

- (a) review the information provided by the City under Section 2.1 above and any comments or questions from LACMTA regarding the terms of each applicable franchise agreement;
- (b) consider any real property rights held by LACMTA in the City-Located Section to be raised and addressed with the Utility owner;
- (c) identify the LACMTA and City points-of-contact for each other and the applicable Utility owners with conflicting Utilities; and
- (d) where a Utility Conflict has been identified, discuss and agree timing and approach and roles and responsibilities under this Exhibit including identifying:
  - (i) whether the City will be requested to exercise franchise rights and/or any of the City's rights under Section 62.01(a) of the Los Angeles City Municipal Code; and

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

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

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

- (a) for any Utility Conflicts where the Parties have agreed that the City will exercise its rights under the applicable franchise agreement or Section 62.01(a) of the Los Angeles City Municipal Code:
  - (i) within ten Working Days of receipt of a written request from LACMTA: (A) the City will exercise its franchise rights under the franchise agreement with the applicable Utility owner by sending written notice to the applicable Utility owner instructing it to relocate or remove the conflicting Utility or perform any other Utility Adjustment at that Utility owner's expense; and/or (B) the City will send the written notice required by Section 62.01(a) of the Los Angeles City Municipal Code (as applicable);
  - (ii) LACMTA, with the support of the City as necessary, will request a meeting with each applicable Utility owner, to be attended by LACMTA and the City and at each such meeting with an applicable Utility owner, the attendees will discuss schedule expectations in accordance with LACMTA's Project Schedule for the City-Located Section of the Subject Transportation Project and cost reimbursement expectations;
  - (iii) within the time periods required under the applicable franchise agreement or Applicable Law, the City will coordinate with LACMTA to send any other written notices to the applicable Utility owner, as required under the applicable franchise agreement or Applicable Law in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict(s) and required Utility Adjustment(s);
  - (iv) LACMTA, with the support of the City as necessary, will submit any required project plans, Designs, and other relevant documents for the City-Located Section of the Subject Transportation Project prepared by LACMTA to each applicable Utility owner, for that Utility owner's review;
  - (v) all responses to reviews, comments and other correspondence relating to a Utility Conflict or the exercise of franchise or other City rights in accordance with this Exhibit from Utility owners shall be delivered in accordance with the time periods required under the applicable franchise agreement or under Applicable Law or any more stringent schedule agreed with the Utility owner for the Subject Transportation Project. If a Utility owner delivers such correspondence to the City and fails to provide a copy to LACMTA, the City agrees to forward a copy of such responses, comments or other correspondence to LACMTA promptly (and in any case within 5 days of receipt);
  - (vi) LACMTA will address any comments received from Utility owners and will submit responses to the Utility owner, with a copy to the City. If LACMTA is not permitted to submit responses directly to the Utility owner under the terms of the franchise agreement or otherwise under Applicable Law, the City agrees to transmit LACMTA's response to the Utility owner;
  - (vii) LACMTA, with the support of the City as necessary, shall request that each applicable Utility owner prepare Designs (including horizontal design, profiles, shoring, and worksite traffic control plans) for the Utility Adjustments to be performed by that Utility owner;
  - (viii) LACMTA, with the support of the City as necessary (including exercising its rights under the terms of the franchise agreement or otherwise under Applicable Law), will coordinate the

Design of the Utility Adjustment with the Design for the City-Located Section of the Subject Transportation Project. The City shall deliver promptly upon receipt copies of all Designs and plans for the Utility Adjustment work to LACMTA and shall give LACMTA the right to review and comment on the Designs (including the final Designs) and plans for the Utility Adjustment work. Any LACMTA comments to or acceptance or approval of a Utility owner's Design under this Exhibit 4 will not relieve the relevant Utility owner or its contractors from professional liability (errors and omissions) as the Design Engineer of Record for any Utility Adjustment performed by the Utility owner or its contractors;

- (ix) with respect to Design and Construction work for Utility Adjustments that are to be performed by a Utility Owner, LACMTA, with the support of the City as necessary (including exercising its rights under the terms of the franchise agreement or otherwise under Applicable Law):
  - (A) may enforce the Utility owner's schedule for Design and Construction in accordance with any timelines set out under the terms of the City franchise agreement, Applicable Law or any more stringent schedule agreed with the Utility owner for the Subject Transportation Project;
  - (B) will coordinate the Utility owner's schedule for Construction with LACMTA's Project Schedule for the Subject Transportation Project and shall otherwise require that the Utility owner comply with Section 3.7 (Coordination of Work) of this Agreement with respect to the coordination of the Utility Adjustment work;
  - (C) shall ensure all costs for that Design and Construction work are incurred solely in conformance with the terms of any applicable franchise agreement or Applicable Law; and
  - (D) may undertake inspections (including surveys) to ensure that all such Utility Adjustments are constructed in accordance with the approved Designs and where LACMTA is not permitted to undertake the inspection, the City shall invite LA LACMTA to inspect all such Utility Adjustments together with the City; and
- (x) if requested by LACMTA, the City may undertake subsequent enforcement actions to enforce its franchise rights or its rights under Section 62.01 of the Los Angeles City Municipal Code with respect to a required Utility Adjustment in the event no action is taken by the applicable Utility owner in response to a notice issued by the City under this Exhibit 4 provided that Section 3.8(d) (Utility Adjustments) of this Agreement will apply with respect to the City's Costs incurred in taking such enforcement actions; and further provided that to the extent that the applicable Utility owner disputes the City's right to exercise its franchise rights or other rights under Applicable Law with respect to a Utility Adjustment for the City-Located Section of a Subject Transportation Project and/or commences any actions or legal proceedings with regard to the same, LACMTA's indemnity in favor of the City under Section 9.1 (Indemnity) of this Agreement will apply. If requested by LACMTA, the City may suspend or withdraw any enforcement or defense of its franchise rights or rights under Applicable Law to require a Utility Adjustment in the City-Located Section of a Subject Transportation Project; or
- (b) for any other Utility Conflict (including a Utility Conflict with a Utility owned by LADWP), the City will cooperate with and assist LACMTA in performing the necessary steps to ensure that applicable Utility owners implement the Utility Adjustments necessary to address conflicting Utilities that will impact the City-Located Section of a Subject Transportation Project in a timely manner.

## **EXHIBIT 5– CITY-PERFORMED PROJECT WORK**

### **1. Request for the City to Perform Design and/or Construction work**

1.1 In accordance with Section 4.1(d)(ii) (Design Responsibilities) and Section 5.1(b)(ii) (Construction Responsibilities) of this Agreement, LACMTA may request by Notice that the City prepare a cost estimate and proposal for the City to perform Design and/or Construction work with respect to the City-Located Section of a Subject Transportation Project (rather than a Rearrangement) ("**City-Performed Project Work**"). The request submitted by LACMTA shall set out:

- (a) the proposed scope, criteria, specifications, and requirements for the proposed City-Performed Project Work including with respect to Utility Conflicts (taking account of the information identified and agreements reached under Exhibit 4 (Utility Adjustment Procedures));
- (b) any prescribed governmental and lender requirements applicable to the proposed City-Performed Project Work under applicable grant, funding or financing agreements; and
- (c) the then current Project Schedule and proposed schedule for the City-Performed Project Work, including the proposed dates for providing the City and the City Contractors with access to the Project Right-of-Way.

1.2 Promptly (and in any event within 15 days) after submission of a Notice by LACMTA under Section 1.1 above, the Parties will meet to discuss the request and following such meeting the City will, within 15 days of that meeting, notify LACMTA if it is not able to perform or procure the City-Performed Project Work or will otherwise, within 30 days of that meeting, provide LACMTA with:

- (a) the City's estimate for the Cost of procuring and performing the City-Performed Project Work;
- (b) any City comments to the proposed scope, criteria, specifications, requirements, and schedule for the City-Performed Project Work; and
- (c) a term sheet for a separate funding agreement to procure consultants/contractors or materials and equipment or use City construction forces for the City-Performed Project Work; and

1.3 The Parties will discuss in good faith the cost estimate and comments submitted by the City and mutually agree to the scope, criteria, specifications, requirements, cost estimates, and schedule for the proposed City-Performed Project Work.

1.4 If the Parties agree that the City will proceed with a procurement for the City-Performed Project Work, the respective City department/bureau will coordinate with LACMTA to execute a separate funding agreement, as required, prior to the procurement of the City-Performed Project Work.

### **2. Schedule for the City-Performed Project Work**

2.1 The schedule agreed by the Parties for the procurement and performance of any City-Performed Project Work will be aligned with, and allow for, the timely delivery of the City-Located Section of the Subject Transportation Project in accordance with the Project Schedule.

2.2 If at any time the City becomes aware of any delay to the procurement or performance of any City-Performed Project Work, the City shall promptly give Notice to LACMTA to that effect specifying the reason for the delay and the estimated impact to the agreed schedule.

### **3. Constructability Reviews of Designs for the City-Performed Project Work**

Where the City-Performed Project Work for a Subject Transportation Project includes only Construction work (and not the preparation of the Designs for that Construction work) then, if requested by LACMTA, agreed by the Parties and authorized under a Work Order, the City or a City Contractor (if included as part of a

procurement under Section 4 below) will perform Design support services prior to commencing the City-Performed Project Work, including performing constructability reviews.

#### 4. **Procurement of City-Performed Project Work**

4.1 Any procurement for City-Performed Project Work that will not be performed by City forces shall be performed:

- (a) on the basis of full and open competition;
- (b) utilizing the agreed scope, criteria, specifications, and requirements applicable to the scope of the City-Performed Project Work that is being procured;
- (c) in accordance with the requirements set out in this Exhibit 5 or otherwise under the provisions of this Agreement and the Project Definition;
- (d) in accordance with the applicable Annual Work Plan and Work Order(s), including the agreed schedule set out under that Annual Work Plan and those Work Order(s); and
- (e) in accordance with all Governmental Approvals, Applicable Law, and any additional prescribed governmental and lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 3.9 (Governmental and Lender Requirements) of the Agreement.

4.2 Prior to advertising a procurement for the performance (in whole or in part) of City-Performed Project Work, the City shall provide LACMTA with the draft procurement documents, including the draft contractual terms and conditions, intended to be issued by the City for that work. LACMTA will review the draft procurement documents and provide comments to the City. The Parties will discuss in good faith and resolve comments submitted by LACMTA and mutually agree to the form of procurement documents to be issued by the City. If the Parties are unable to agree to the form of procurement documents, LACMTA may withdraw the request for City-Performed Project Work in accordance with Section 4.3 below.

4.3 LACMTA reserves the right (in its sole discretion) to withdraw the request for City-Performed Project Work at any time during procurement and to require that the City cancel the procurement and reject all bids or proposals, if received at the time of withdrawal, provided that LACMTA shall be required to reimburse the City for the costs of services in coordinating and managing the procurement in accordance with the terms of the applicable Work Order.

#### 5. **Performance of City-Performed Project Work**

5.1 After review and approval of any contract award under Section 4 (Procurement of City-Performed Project Work) of this Exhibit 5 and the City's submission of a Form 60 in accordance with Section 3.4 (Work Orders) of this Agreement, LACMTA will issue a Work Order authorizing the performance of the City-Performed Project Work (or a part of it, as applicable). The payment terms for the City-Performed Project Work will be mutually agreed by the Parties under that Work Order.

5.2 Any City-Performed Project Work shall be performed in accordance with:

- (a) in the case of any Construction work, the final design for the City-Performed Project Work that is approved for Construction;
- (b) the requirements set out in this Exhibit 5 or otherwise under the provisions of this Agreement, the Project Definition, and the agreed scope, criteria, specifications, requirements, and contractual terms and conditions;
- (c) the environmental controls established in the LACMTA Contracts for the Subject Transportation Project, including construction noise and vibration control, pollution controls, and archaeological and paleontological coordination;

- (d) the applicable Annual Work Plan and Work Order(s), including the agreed schedule set out under that Annual Work Plan and those Work Order(s);
- (e) Good Industry Practice;
- (f) the Project Right-of-Way constraints and other physical limits affecting the City-Located Section of the Subject Transportation Project; and
- (g) the final EIR/EIS and all other applicable Governmental Approvals, Applicable Law, and any additional prescribed governmental and lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 3.9 (Governmental and Lender Requirements) of this Agreement.

5.3 In performing any City-Performed Project Work, the City and any City Contractors, must comply with all quality assurance, quality control, and quality management requirements set out in the agreed scope, criteria, specifications, and requirements, and in accordance with Applicable Law and Good Industry Practice.

5.4 In performing any City-Performed Project Work, the City and any City Contractors shall coordinate their work with the work of LACMTA and the LACMTA Contractors, including as defined under any interface requirements set out in the agreed scope, criteria, specifications, requirements, and contractual terms and conditions.

5.5 The City will obtain LACMTA's approval for any modifications to any City Contract for City-Performed Project Work and in any event shall inform LACMTA promptly when the City has reason to believe that the agreed Cost estimate for the City-Performed Project Work is likely to be exceeded, and shall obtain LACMTA authorization of such a Cost increase under Section 3.4(g) (Work Orders) of this Agreement.

**6. Inspection**

All City-Performed Project Work will be subject to inspection in accordance with the agreed scope, criteria, specifications, requirements, and contractual terms and conditions.

**7. Debarred Contractors**

In accordance with California Public Contract Code Section 6109(a), the City shall not perform City-Performed Project Work with any contractor who is ineligible to perform work on a public works project pursuant to California Labor Code Section 1777.1 or Section 1777.7. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between the City and a debarred contractor is void as a matter of law. A debarred contractor may not receive any public money for performing work as a contractor on a public works contract, and any public money that may have been paid to a debarred contractor by the City for City-Performed Project Work shall be returned to LACMTA. The City shall be responsible for the payment of wages to workers of a debarred contractor who has been allowed by the City to perform any City-Performed Project Work. The Parties agree to strictly comply with the Applicable Law and will act on information related to any debarred contractor in accordance with Applicable Law.

**EXHIBIT 6 - FORMS**

**Part A: Form 60**

Name of Offeror/Contractor/Utility Company (Name of Preparer):	Scope of Work/Deliverable (provide expanded description on Form 60 page 2)
Home Office Address	
Division(s) and Locations where Work is to be performed	LACMTA Solicitation/Proposal/Contract Number/Work Order/Change Notice and/or Change Order Reference Number(s):

NOTE: For proper calculations of cost elements link additional sheets to this summary page.

1.	Direct Labor	Est. Hours	Rate Per Hour	Est. Cost	TOTAL
2.		0.00	\$0.00	\$0.00	
3.		0.00	\$0.00	\$0.00	
4.		0.00	\$0.00	\$0.00	
5.	<b>TOTAL DIRECT LABOR HOURS</b>	<b>0.00</b>	<b>TOTAL DIRECT LABOR</b>		<b>\$0.00</b>
6.	<b>Labor Overhead (O/H)<sup>1</sup></b>  NOTE: Labor O/H refers to indirect costs of any nature not already accounted for in the Direct Labor costs, including indirect labor costs arising from home and field office overhead, all taxes of any nature (unless accounted for elsewhere), all fringe benefits of any nature, incidental job burdens, and insurance, in each case to the extent not already accounted for under the Direct Labor costs.	<b>O/H Rate</b>	<b>x Base</b>	<b>Est. Cost</b>	
7.		0%		\$0.00	

<sup>1</sup> To assist LACMTA in preparing for federal audits, LACMTA suggests an audit of O/H rates for City departments prior to or upon signing of the MCA.

8.	<b>TOTAL LABOR OVERHEAD</b>			<b>\$0.00</b>
9.	<b>Direct Material</b>			<b>Est. Cost</b>
10	<b>a. Purchase Parts</b>			\$0.00
11	<b>b. Subcontracted Items</b>			\$0.00
12	<b>c. Other</b>			\$0.00
13	<b>TOTAL DIRECT MATERIAL</b>			<b>\$0.00</b>
14	<b>Equipment</b>		<b>Unit Cost</b>	<b>Est. Cost</b>
15			\$0.00	\$0.00
16			\$0.00	\$0.00
17	<b>TOTAL EQUIPMENT</b>			<b>\$0.00</b>
18	<b>Subcontractors*</b>			<b>Est. Cost</b>
19				\$0.00
20				\$0.00
21				\$0.00
22	<b>TOTAL SUBCONTRACTORS</b>			<b>\$0.00</b>
23	<b>TOTAL BURDENED COST (add lines 5, 8, 13, 17, and 22)</b>			<b>\$0.00</b>
24	<b>Other Direct Costs</b>			<b>Est. Cost</b>
25				\$0.00
26				\$0.00
27				\$0.00



28	<b>TOTAL OTHER DIRECT COSTS</b>					<b>\$0.00</b>
29	<b>Travel</b>				<b>Est. Cost</b>	
30	<b>a. Transportation</b>				\$0.00	
31	<b>b. Per Diem or Subsistence</b>				\$0.00	
32	<b>TOTAL TRAVEL</b>					<b>\$0.00</b>
33	<b>General and Administrative Expenses</b>	<b>Rate %</b>		<b>% x Line 23</b>		
34		0%		\$0.00		
35	<b>TOTAL GENERAL AND ADMINISTRATIVE EXPENSES</b>					<b>\$0.00</b>
36	<b>TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)</b>					<b>\$0.00</b>
37	<b>Profit/Fee</b>	<b>Total Labor and Overhead (line 5 + line 8)</b>	<b>Rate %</b>		<b>% x Total Labor and Overhead</b>	
38			0%		\$0.00	
39	<b>TOTAL FEE</b>					<b>\$0.00</b>
40	<b>TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)</b>					<b>\$0.00</b>
41	<b>Milestone /Task Number</b>	<b>Milestone/ Task</b>	<b>Hours</b>		<b>Completion Date</b>	<b>Payment Amount</b>
42						\$0.00
43						\$0.00
44						\$0.00
45		<b>TOTAL MILESTONES/TASKS (Must equal line 40)</b>				<b>\$0.00</b>

	* Attach Form 60 for all proposed subcontractors performing work under Form 60 Prime Contractor where applicable. Transfer Est. Cost to this Section.	
46	Fill in applicable sections only	
47. Has any Agency of the United States Government, State government, local public agency, or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past 12 months? Yes No If yes, when? Reference Contract No.		
48.a. Agency Name/Address		48.b. Individual to contact/Telephone Number
49. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.		
50. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.		
51. CERTIFICATE		
The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has ____, has not ____, employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has ____, has not ____, paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.		
52. CERTIFICATE OF CURRENT COST OR PRICING DATA		
This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.		
53. This proposal as submitted represents our best estimates and/or actual costs as of this date.		
54. Type Name and Title of Authorized Representative		Signature
		Date***
55	* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Work Order No., Request for Proposal No., Change Order No., Modification No., etc.)	

56		** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
57		*** Insert the day, month, and year of signing (i.e., When price negotiations were concluded and mutual agreement was reached on contract price).
Form 60 Attachments (Applicable if Box is checked)		
	Scope of Work Expanded Description for which Cost Estimate is based on:	
1		
2		
3		
4		
	Schedule in which Scope of Work is based on:	
1		
2		
3		
4		
	The Non-Disclosure Agreement (NDA) provisions (as set out in the NDA between City and LACMTA) are applicable to the following Form 60-specific items:	
1		
2		
3		
4		
	Track Allocation Request for Metro active rail right-of-way encroachment is anticipated per stated Scope of Work. The following information is provided in advance to facilitate final Metro TAR approval:	
1		
2		
3		
4		
FORM 60 IS SIGNED AND EXECUTED WITH THE FOLLOWING ADDITIONAL ASSUMPTIONS:		
1 CITY AS-BUILT RESEARCH BY CITY FOR TRANSPORTATION PROJECTS IN THE PLANNING PHASE SHALL BE TREATED AS PART OF LABOR OVERHEAD PORTION OF COST		

**Part B - City Betterment Request Form**

**CITY BETTERMENT REQUEST**

Date: \_\_\_\_\_

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

From: City of Los Angeles (City)

Subject Scope/ Scope Element: \_\_\_\_\_

LACMTA Subject Transportation Project: \_\_\_\_\_ (Project)

Pursuant to the master cooperative agreement (MCA) between the City and LACMTA with respect to the Project, this shall serve as a formal Notice the following design and/or construction scope is requested to be delivered as a Betterment as defined in Article 6 (Betterments) of the MCA.

Scope of requested Betterment:

\_\_\_\_\_  
\_\_\_\_\_

The determination of the Betterment is based on the MCA and the following justification:

\_\_\_\_\_  
\_\_\_\_\_

The City requests LACMTA's response to this City Betterment Request as set out below.

CITY OF LOS ANGELES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

LACMTA has reviewed the above City Betterment Request and:

1. rejects the requested Betterment in accordance with the MCA on the basis that the Betterment is:
  - incompatible with the Project;
  - cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
  - requested after establishment of the Project Definition for the Subject Transportation Project.
2. approves the Betterment in accordance with the MCA subject to the following changes or terms as negotiated with the City (if none, enter "none"): An estimated cost is listed below:

Design Costs: \$ \_\_\_\_\_ Construction Costs: \$ \_\_\_\_\_

LACMTA requests that the City counter-sign below to confirm its agreement to any changes or additional terms described above and the estimated cost.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

The City accepts the amendments or additional terms agreed and listed above and the Design and Construction cost estimates for the Betterment. The City acknowledges and agrees that in accordance with the terms of the MCA, the City shall be solely responsible for all costs related to the Betterment (whether or not such costs exceed the estimates for the Betterment provided by LACMTA).

CITY OF LOS ANGELES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Part C – LACMTA Notice of Potential Betterment**

Date: \_\_\_\_\_

To: City of Los Angeles (City)

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

Subject Scope/ Scope Element: \_\_\_\_\_

LACMTA Subject Transportation Project: \_\_\_\_\_ (Project)

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

- if implemented, the City comment or request would comprise an upgrade, change, or addition to a City Facility (or a part of a City Facility) that provides for greater capacity, capability, durability, appearance, efficiency, or function or other betterments of that City Facility over that which was provided by the City Facility prior to the Project and none of the exclusions listed in the MCA apply; or
- If implemented, the City comment or request would comprise a change in or supplement to, the City Standards or other criteria, specifications, and requirements included in the Procurement Documents for that work after the date of advertisement of those Procurement Documents, and none of the exclusions listed in the MCA apply.

Details: \_\_\_\_\_  
\_\_\_\_\_

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

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

The City has reviewed the above LACMTA Notice of Potential Betterment and:

- withdraws the relevant City comment or request referenced in the above LACMTA Notice of Potential Betterment;
- submits the City comment or request referenced in the above LACMTA Notice of Potential Betterment as a City request for a Betterment in accordance with Article 6 (Betterments) of the MCA and for this purpose encloses a completed City Betterment Request; or
- maintains that the comment or request referenced in the above LACMTA Notice of Potential Betterment does not constitute a Betterment as defined in Article 6 (Betterments) of the MCA because:

---

---

---

and shall escalate the issue in accordance with Section 2.5 (Issue Resolution) of the MCA.

CITY OF LOS ANGELES

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT 7 - LACMTA SUBMITTAL PROCEDURE

The procedures set out in this Exhibit 7 will govern all LACMTA Submittals to the City pursuant to this Agreement.

### **Part A – Submittal and Review Procedure**

#### **1. Preparation and submission of LACMTA Submittals**

##### **1.1 General**

LACMTA (or the LACMTA Contractors) shall prepare and submit all LACMTA Submittals to the City at the times and in the form required under this Agreement and, in the case of the Design Documentation, in accordance with the requirements set out under Section 1.2 below.

##### **1.2 Preparation and submission of Design Documentation**

For those Rearrangements where LACMTA is responsible for the Design work under the provisions of this Agreement, LACMTA will, and will ensure that the LACMTA Contractors will:

- (a) regardless of the Project Delivery Method(s) being utilized for the Subject Transportation Project, submit Design Documentation for each Rearrangement to the City at each of the stages of Design Development described in Part B (Design Development Process) of this Exhibit 7;
- (b) consult with the City in defining a mutually-agreed schedule for submission of Packages to the City that, based on the LACMTA Submittal Review Period, aligns with, and allows for, the completion of review of the Design Documentation for Rearrangements in accordance with the Project Schedule. In consulting on the schedule for submission of Packages to the City, the Parties will consider overall schedule and submittal management and the resourcing approved under the applicable Annual Work Plan and Work Orders and determine whether any additional resources may be required. If additional resources are determined to be required, these shall be implemented pursuant to a change to the applicable Work Order under Section 3.4(g) (Work Orders) of this Agreement;
- (c) following consultation with the City under this Section 1.2 above and taking account of any agreements reached under this Section 1.2 above with respect to timing, schedule, and resourcing:
  - (i) prepare the Design Management Plan for the Subject Transportation Project, including the schedule and format for submission of Packages to the City; and
  - (ii) prepare and submit all Design Documentation to the City in Packages in accordance with the mutually agreed schedule (as may be updated and agreed with the City from time to time);
- (d) ensure that the Design Documentation is consistent with the level of detail required for that level of Design Development, as described in Part B (Design Development Process) of this Exhibit 7 and unless otherwise agreed by the Parties (including as part of the consultation described under Section 1.2(a) above), includes the information identified for that level of Design Development, as described in Part C (Design Development Checklists) of this Exhibit 7;
- (e) ensure that the Design Documentation submitted for the Final Design is of a level of detail which is sufficient to permit the City to determine whether the Design Documentation complies with the applicable City Standards in accordance with this Agreement;
- (f) ensure that each submission of Design Documentation highlights any material amendments made since any earlier submittal of that Design Documentation;
- (g) invite the City to attend any pre-submittal workshops held where Design Documentation for a Rearrangement is to be presented, and use reasonable endeavours to provide a copy of such Design Documentation for an initial cursory review by the City at least five days prior to the workshop; and



- (h) where the Final Design Documents for an Advanced Partial Design Unit are submitted for review at the Final Design stage and LACMTA or the LACMTA Contractor propose to begin Construction of that Advanced Partial Design Unit prior to the City's review and approval of the Final Design Documents for the Rearrangement in full, ensure that the LACMTA Submittal for the Advanced Partial Design Unit includes supporting reports to verify that the Advanced Partial Design Unit work may proceed without impact to the Design of the Rearrangement as a whole. This shall include supporting information including:
- (i) the limits of work (with stationing and references to the plan sheets of each adjacent Design unit);
  - (ii) the plan sheets of each adjacent Advanced Partial Design Unit, if applicable;
  - (iii) that the Design Documentation for the Advanced Partial Design Unit includes plans for all proposed Rearrangements of street, sanitary sewer, storm drain, trees and landscaping, traffic control, traffic signing and striping, traffic signal, street lighting, and composite Utility Adjustments;
  - (iv) that existing field conditions have been properly identified and are being addressed; and
  - (v) that coordination has occurred within the Design disciplines so as to eliminate or minimize any possible inconsistency with the Final Design Documents for the applicable Rearrangement in full.

LACMTA or the LACMTA Contractor must resolve all review comments from the City related to the Advanced Partial Design Unit received at preceding stages of Design Development prior to submission of that Advanced Partial Design Unit for review at Final Design. The City may reject any Advanced Partial Design Unit where the above documentation does not demonstrate that the Advanced Partial Design Unit work may proceed without impact to the Design of the Rearrangement as a whole.

## 2. **Review Procedure**

- 2.1 The City will participate in any pre-submittal workshops that it is invited to in accordance with Section 1.2(g) above and will cooperate with LACMTA and the LACMTA Contractor in identifying any information that is missing from the LACMTA Submittal based on the presentation made in the workshop.
- 2.2 Within seven Working Days of delivery of a LACMTA Submittal, the City will inform LACMTA and the LACMTA Contractor of any missing information based on a review of the LACMTA Submittal against: (a) the applicable Design Development Checklist agreed by the Parties in accordance with Part C (*Design Development Checklists*) of this Exhibit 7 ("Design Development Checklist"); (b) the schedule for submission of Packages for the Subject Transportation Project as determined in accordance with Section 1.2 above; (c) subject to Section 4.5 (City Standards) of the Agreement, the City Standards applicable to the Subject Transportation Project; and (d) the scope, criteria, specifications, and requirements for the applicable Rearrangements as included in the Procurement Documents as advertised by LACMTA for the Subject Transportation Project. When informing LACMTA or a LACMTA Contractor of an incomplete LACMTA Submittal, the City will fully describe the missing information, including by reference to the applicable Design Development Checklist, schedule, City Standard and/or criteria, specification, or requirement under the Procurement Documents.
- 2.3 If the City informs LACMTA and the LACMTA Contractor that a LACMTA Submittal is incomplete in accordance with Section 2.2 above, LACMTA or the LACMTA Contractor will re-submit a complete LACMTA Submittal for City review. If the City is reasonably able to commence its review notwithstanding the missing information, LACMTA and the City may agree that the City will continue with its review of the LACMTA Submittal while LACMTA and the LACMTA Contractor provide the missing information. If the City does not deliver a notice of incomplete information within seven Working Days of delivery of a LACMTA Submittal, the LACMTA Submittal shall be deemed complete and acceptable for review purposes.

- 2.4 LACMTA and the LACMTA Contractor will make available the appropriate Design personnel to participate in Design review meetings with the City after submittal of any Design Documentation for a Rearrangement to explain the Design Documentation or a particular element of it and provide such information regarding the Design Documentation as the City may reasonably request.
- 2.5 For those LACMTA Submittals submitted for review but not for formal approval to the City (including, Design Documentation submitted for those stages of Design Development review that precede the Final Design), the City shall complete its review and issue its comments to LACMTA and the LACMTA Contractor within the LACMTA Submittal Review Period (or any other time period for review agreed by the Parties under Section 1.2 above). For those LACMTA Submittals that have been designated as requiring City review and approval under this Agreement (including, submission of a Final Design Document for approval), the City shall complete its review, issue its comments, and confirm its approval or rejection, within the LACMTA Submittal Review Period (or any other time period for review agreed by the Parties under Section 1.2 above).
- 2.6 All Compliance Comments shall be transmitted in the form of a comment matrix or, if mutually agreed, through another equivalent format or database and shall be accompanied by an annotated LACMTA Submittal (if applicable). Where a database is used for transmission of comments, LACMTA will provide the City (and the relevant City Contractors) with user accounts and training for this purpose.
- 2.7 LACMTA or the LACMTA Contractor shall consult with the City with respect to the Compliance Comments provided by the City, including in comment resolution meetings, and provide written responses and resolutions to all Compliance Comments transmitted by the City with respect to a LACMTA Submittal prior to its re-submittal (or, in the case of Design Documentation, prior to submitting the subsequent Design Development stage submittal). In the case of Design Documentation, the LACMTA Submittal will include the comment matrix addressing City's comments to the previous Design stage (if applicable).
- 2.8 Prior to the expiry of the LACMTA Submittal Review Period (or any other time period for review agreed by the Parties under Section 1.2 above), the City and LACMTA may agree to an extension of time for review, taking into account the size and complexity of the LACMTA Submittal and the number of concurrent submittals. If no comments are received within the LACMTA Submittal Review Period (or any other time period for review agreed by the Parties under Section 1.2 above or this Section 2.8) and LACMTA does not receive any notice from the City confirming that it has no comments to a LACMTA Submittal, LACMTA may escalate the issue in accordance with Section 2.5 (Issue Resolution) of this Agreement.
3. **Grounds for Objection or Comment**
- 3.1 The City will only be entitled to reject a LACMTA Submittal submitted for approval under this Exhibit 7 if such LACMTA Submittal is incomplete, as described under Section 2.2 above, or fails to comply with the requirements set out in this Agreement, as specified in the City's Compliance Comments.
- 3.2 If the City rejects a LACMTA Submittal in accordance with this Exhibit 7, LACMTA must (or must require that the relevant LACMTA Contractor):
- (a) address the Compliance Comments and re-submit the LACMTA Submittal for review; or
  - (b) notify the City that it does not agree with the grounds for rejection. If LACMTA does not agree with the grounds for rejection on the basis that such grounds would constitute a Betterment, Section 6 (Betterments) of this Agreement shall apply.
- 3.3 Subject to Section 3.5 below, the City agrees that during the Final Design stage, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes already agreed to by the City.
- 3.4 Subject to Section 3.5 below, the City's approval of the Final Design Documents for any Rearrangement will not be withheld if the submittal is complete (as confirmed under Section 2.2 above) and consistent with the most recent prior submittal for such Rearrangement, modified as appropriate to respond to the City's

Compliance Comments to such prior submittal (to the extent such comments were made in accordance with the provisions of this Agreement) and to reflect any subsequent changes agreed to by the City and LACMTA.

- 3.5 The City may raise new comments at the Final Design stage of a Rearrangement as a consequence of Design changes made by LACMTA or a LACMTA Contractor after the City's review of the most recent prior submittal of Designs for such Rearrangement.

#### 4. **No Commencement of Construction Work**

- 4.1 LACMTA and the City must not commence or permit the commencement of any Construction of a Rearrangement prior to the date that the Design Documentation for that Construction work has become an AFC Design. Any Final Design Document for any Rearrangement, or any element of a Rearrangement, shall only become an AFC Design when:

- (a) LACMTA has approved the Final Design Document;
- (b) the City has approved the Final Design Document;
- (c) the Final Design Document has been signed and sealed by the Engineer of Record that is responsible for that Final Design Document;
- (d) any other conditions for the Final Design Document to be ready for Construction set out under this Agreement have been satisfied; and
- (e) the relevant LACMTA Contractor (or City Contractor) has approved the Final Design Document as being ready for Construction and has re-issued the Final Design Document with the notation "Approved for Construction" accordingly.

Unless an element is clearly noted as otherwise in an AFC Design, all of the work detailed in an AFC Design will be interpreted as being approved and ready for Construction.

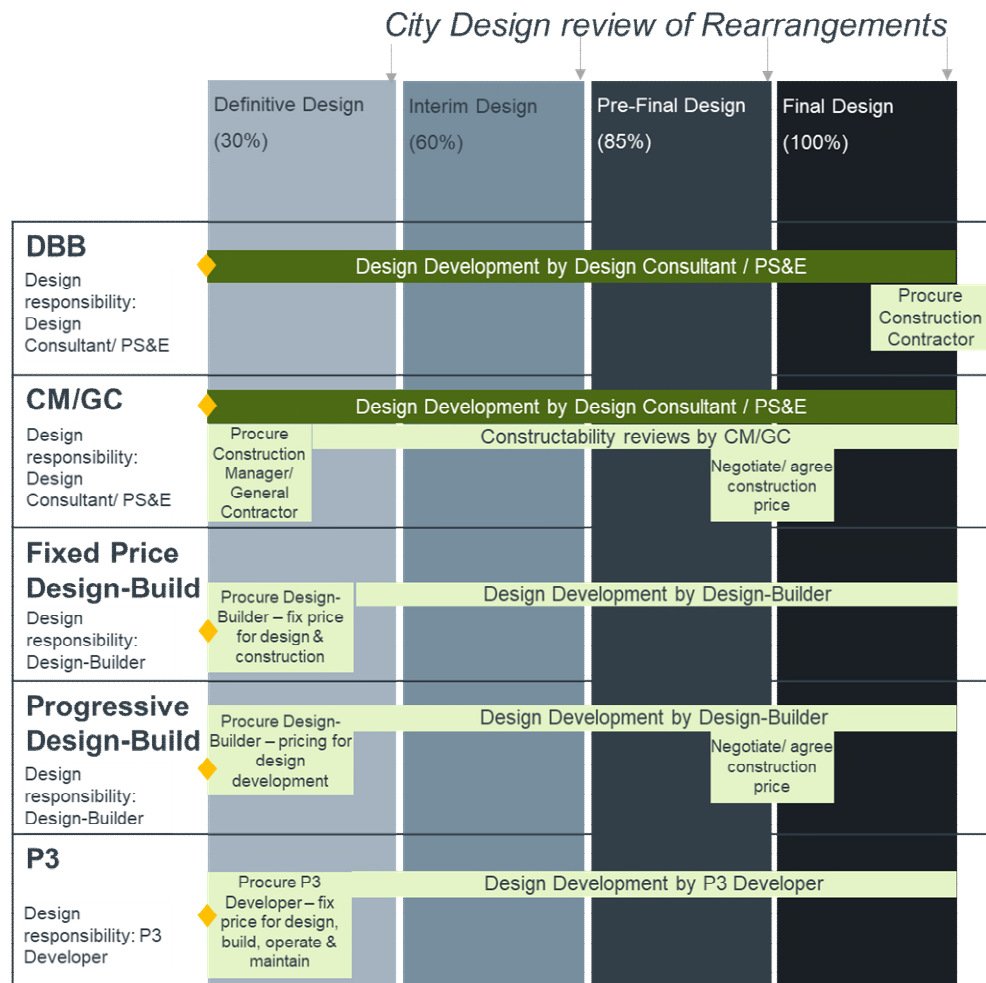
- 4.2 LACMTA and the LACMTA Contractors may submit Final Design Documents for an Advanced Partial Design Unit's review at the Final Design stage in accordance with that Section 1.2(g) above, in order to seek approval to commence construction of that portion of a Rearrangement prior to completion of the Final Design Documents for the applicable Rearrangement in full. In accordance with Section 4.1 above, LACMTA must not commence or permit the commencement of any Construction of the work under an Advanced Partial Design Unit prior to the date that the Design Documentation for that work has become an AFC Design. In addition to the Advanced Partial Design Unit submittal, LACMTA or the LACMTA Contractor will furnish any additional supporting information reasonably requested by the City with respect to that Advanced Partial Design Unit. Construction without prior approval and not conforming to City Standards (as applicable to the Subject Transportation Project under Section 4.5 (City Standards) of this Agreement) shall be at the risk of removal and replacement by LACMTA and/or the applicable LACMTA Contractor. Approval of the Final Design Documents for an Advanced Partial Design Unit as the AFC Design for that Advanced Partial Design Unit shall not constitute approval of the Final Design Documents for the applicable Rearrangement in full. Where the Final Design Documents for an Advanced Partial Design Unit are approved by the City as an AFC Design, those approved Final Design Documents shall be submitted as part of the Final Design Documents for the applicable Rearrangement in full within 20 days of the commencement of Construction of the Advanced Partial Design Unit, unless the Parties agree to an alternative schedule. Failure to complete the Final Design process for the applicable Rearrangement within the foregoing time period will result in LACMTA and the City suspending the Construction work for the Advanced Partial Design Unit.

**Part B – Design Development Process**

This Part B of Exhibit 7 summarizes the typical stages of Design Development (which occurs after Advanced Conceptual Engineering) for a Rearrangement. City review of ACE Design Documentation prior to the commencement of Design Development is described in Exhibit 3 (Early Involvement Procedures) and is not covered in the scope of this Part B of Exhibit 7.

The different levels of Design Development for a Rearrangement are intended to be consistent across the different delivery methods contemplated to be utilized by LACMTA to deliver a Subject Transportation Project. The differences between the delivery methods as implemented by LACMTA are instead based on who is performing the Design work and the stage at which LACMTA and the applicable LACMTA Contractor will agree to the contract price for the Construction work.

The diagram below shows responsibility of design and typical timing for advertisement of the Procurement Documents for the Design work under a number of the delivery methods utilized by LACMTA. The timing for advertisement of the Procurement Documents for the Design work and for the Construction work may vary depending on the specific context of a Subject Transportation Project, as will be discussed by LACMTA under the Early Involvement Procedures or, for Subject Transportation Projects whose Procurement Documents were issued prior to the date of this Agreement, as may be indicated in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement).



◆ Indicates typical timing for issuance of the Procurement Documents for the Design work. As further described in and subject to Section 4.5 (City Standards) of this Agreement, the City Standards applicable to the Rearrangements under a Subject Transportation Project shall be those City Standards that were in effect and publicly available on the date of issuance of the Procurement Documents.

Any variations to the different stages of Design Development for a Rearrangement from that described below or in the Design Development Checklists may be agreed by the Parties pursuant to the Early Involvement Procedures or when consulting with respect to the Design Management Plan, as described in Part A (*Submittal and Review Procedure*) of this Exhibit 6.

<b>Level of Design Development</b>	<b>Description</b>
<b>Definitive Design</b> (approximately 30%)	<p>Definitive Design is the first stage of Design Development after Advanced Conceptual Engineering. The Definitive Design stage is intended to verify existing conditions, validate the existing design concepts, propose alternatives, establish the configuration of the various elements of the work for the Rearrangement, and revise and establish the applicable requirements for the Rearrangement.</p> <p>This stage of Design Development is intended to verify the following:</p> <ul style="list-style-type: none"> <li>(a) the Design concepts governing future Design Development are defined consistently and in conformance with the applicable requirements for the Rearrangement;</li> <li>(b) the Design concepts are substantiated and justified by site investigation and analysis;</li> <li>(c) final right-of-way requirements;</li> <li>(d) the specific City Standards applicable to the proposed concepts are identified and appropriate;</li> <li>(e) the proposed Design concepts are constructible;</li> <li>(f) the Design interfaces for the Rearrangement have been successfully coordinated with other design units, Utility Adjustments, other interfaces, and other project-related activities; and</li> <li>(g) the required materials/equipment are available and in conformance with the requirements for the Rearrangement and Applicable Law.</li> </ul>
<b>Interim Design</b> (approximately 60%)	<p>The Interim Design stage is the next stage of Design Development after Definitive Design. At this stage of Design Development, the City will review and verify that the concepts and parameters established and represented by the Definitive Design are being followed and that the applicable requirements for the Rearrangement continue to be met. A Package submitted at Interim Design will specifically highlight changes to information presented at Definitive Design and will be submitted at a time when the Definitive Design review comments have been addressed and resolved.</p> <p>In addition, this stage of Design Development is intended to verify that the</p> <ul style="list-style-type: none"> <li>(a) Design Work and the Design Documentation have undergone constructability review and are constructible as represented; and</li> <li>(b) all Design specifications for the Rearrangement are developed to an outline level.</li> </ul>
<b>Pre-Final Design</b> (approximately 85%)	<p>In the Pre-Final Design review, the City verifies that the concepts and parameters established and represented by the Definitive Design for the Rearrangement are being followed and that the applicable requirements for the Rearrangement continue to be met. A Package submitted at Pre-Final Design will specifically highlight changes to information presented at Interim Design and will be submitted at a time when the Interim Design review comments have been addressed and resolved.</p>

Level of Design Development	Description
	<p>In addition, this stage of Design Development is intended to verify the following:</p> <ul style="list-style-type: none"> <li>(a) Design Work and the Design Documentation have undergone constructability review and are constructible as represented; and</li> <li>(b) Design Documentation for the Rearrangement is essentially complete, inclusive of all supporting calculations, independent design checks, reports, other design documentation, and the details necessary for construction, and shall have been coordinated among the various disciplines and interfaces.</li> </ul>
<p><b>Final Design</b> (100%)</p>	<p>During the Final Design stage for a Rearrangement: (i) the Final Design Documents for the Rearrangement (or an element of a Rearrangement) are submitted for review; (ii) all outstanding Design review Compliance Comments are addressed and resolved; (iii) the Design Documentation for the Rearrangement are signed and sealed by the Engineer of Record; and (iv) all other conditions to achieve AFC Design are satisfied. A Package of Final Design Documents submitted at Final Design will specifically highlight changes to information presented at Pre-Final Design and will be submitted at a time when the Pre-Final Design review comments have been addressed and resolved.</p> <p>In addition, this stage of Design Development is intended to verify the following for a Rearrangement:</p> <ul style="list-style-type: none"> <li>(a) Design Work and the Design Documentation have undergone constructability review and are constructible as represented;</li> <li>(b) related criteria requirements for the Rearrangement are incorporated in the Design Documentation;</li> <li>(c) any accepted/approved variances or design exceptions;</li> <li>(d) compliance with applicable quality management activities;</li> <li>(e) completion of all design checks including independent design checks;</li> <li>(f) all interfaces with designs by third parties and utilities have been identified, and all conflicts with third party and utility designs have been identified and resolved; and</li> <li>(g) the engineer of record has sealed and signed all Design Documentation prepared under their direction in accordance with the California Professional Engineers Act. For those drawings and documents included in the submittal that are prepared by a manufacturer, supplier, or other persons not under their direct supervision, the engineer of record has affixed a stamp that indicates the design shown on the sheet or document conforms to the overall design and contract requirements.</li> </ul>

### **Part C - Design Development Checklists**

The City has prepared sample Design Development Checklists for Subject Transportation Projects being procured under a Design-Bid-Build delivery method, as set out in this Part C.

In accordance with the Early Involvement Procedures and Project Definition for a Subject Transportation Project (or as part of the preparation and review of the Procurement Documents under Section 3.2(d) (Early Involvement and Procurement) of this Agreement if the Early Involvement Procedures do not apply), the Parties will agree the project-specific form of Design Development Checklists that are to be utilized for the Subject Transportation Project, taking into account the Project Delivery Method being utilized to deliver the Subject Transportation Project.

Nothing in this Part C or in this Agreement shall be interpreted as acceptance by LACMTA of the sample Design Development Checklists prepared by the City and included in this Part C. LACMTA shall retain the right to review, comment on, and propose amendments to, the sample Design Development Checklists when preparing, discussing, and agreeing a project-specific Design Development Checklist.

**MTD General Drafting Checklist**  
DRAFT - May 5, 2022

**Engineer of Record (EOR)**

**Contact Phone**

**Project Title**

**Contact Email**

**Metro Work Order No.**

**Date**

**Please contact MTD to obtain the latest version of this checklist.**

**Required with Initial Plan Check Submittal**

1. Completed Street Plan, Storm Drain Plan, Sewer Plan and Third Party Utility Relocation Checklists, if applicable.
2. Submitted plans to comply with all items listed below.

Item		EOR	
		OK	Incomplete
1.	Conform to Drafting Guidelines and Plan Format per LABOE's latest "CAD Standards and Drafting Templates" as found in LABOE's Technical Document Center-Tools and References	<input type="checkbox"/>	<input type="checkbox"/>
2.	Current B-permit CAD Templates used.	<input type="checkbox"/>	<input type="checkbox"/>
3.	City North Arrow, Orientation, and Graphic Scales per CAD Standards	<input type="checkbox"/>	<input type="checkbox"/>
4.	LA BOE's signature block	<input type="checkbox"/>	<input type="checkbox"/>
5.	EOR stamp and signature required on all sheets	<input type="checkbox"/>	<input type="checkbox"/>
6.	Drafting symbols for Culture per S-623	<input type="checkbox"/>	<input type="checkbox"/>
7.	Show, but do not station, all new and existing culture listed (e.g. pedestrian push button, tree wells, parkway, bus pads, bus shelters, transit furniture). Show existing bus pads. Provide street furniture sheet with sign off from other applicable City departments.	<input type="checkbox"/>	<input type="checkbox"/>
8.	No crosshatching, shading, or screening	<input type="checkbox"/>	<input type="checkbox"/>
9.	Symbols for Construction Notes per S-627	<input type="checkbox"/>	<input type="checkbox"/>
10.	Show only 'Construction Notes' applicable to the plans	<input type="checkbox"/>	<input type="checkbox"/>
11.	All Construction Notes shall be placed outside of Public R/W Lines	<input type="checkbox"/>	<input type="checkbox"/>
12.	Orientation of notes should either be horizontal or vertical. Vertical notes should read from the right side of the plan	<input type="checkbox"/>	<input type="checkbox"/>
13.	All text shall be Arial vertical font with a minimum size of 1/8"	<input type="checkbox"/>	<input type="checkbox"/>
14.	All stationing shown to 2 decimal places except on even 50' stations	<input type="checkbox"/>	<input type="checkbox"/>
15.	Show all Elevations to Two Decimal Places	<input type="checkbox"/>	<input type="checkbox"/>



MTD General Drafting Checklist  
DRAFT - May 5, 2022

Item		EOR	
		OK	Incomplete
TITLE BLOCK			
16.	W.O. Number	<input type="checkbox"/>	<input type="checkbox"/>
17.	Refer to B-permit Templates and Samples	<input type="checkbox"/>	<input type="checkbox"/>
18.	'Project Title' should match official Metro Project Title	<input type="checkbox"/>	<input type="checkbox"/>
19.	Survey Control Information. Vertical Control in Title Block (bench #, datum, [year] adj. and elevation)	<input type="checkbox"/>	<input type="checkbox"/>
20.	Bench marks: 2 required. Bench Mark number, exact description from Bench Mark Book, Elevation & adjustment year in BENCH MARK boxes.	<input type="checkbox"/>	<input type="checkbox"/>
21.	Appropriate Departments or Bureaus shown in 'APPROVALS' box	<input type="checkbox"/>	<input type="checkbox"/>

DRAFT

**MTD Sewer Plan Checklist**  
DRAFT - May 5, 2022

**Engineer of Record (EOR)**

**Contact Phone**

**Contact Email**

**Project Title**

**Metro Work Order No.**

**Please contact MTD to obtain the latest version of this checklist.**

**Required with Initial Plan Check Submittal**

1. Completed Sewer Plan Checklist. (see below)
2. Copy of corresponding Street and Storm Drain Plans.
3. Show existing and proposed ROW line.
4. Surveyed elevations for sewer MH's at joins with stubs and/or upstream and downstream MH inlet/outlet elevations when placing a new MH on an existing sewer line.

Item		LEVEL OF COMPLETION				EOR	
		30%*	60%	85%	100%	OK	Incomplete
<b>GENERAL (ON-LINE APPLICATION)</b>							
1.	Conform to Standard Specifications for Public Works Construction (SSPWC Green Book), LABOE's Brown Book, Sewer Design Manual, Standards Plans, Special Orders, City of Los Angeles Approved Products List, and other applicable resources as found in LABOE's Technical Document Center.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	All proposed sewer construction or relocation shall be cross-checked with other engineering disciplines including but not limited to civil, structural, sub-structural, utilities, and landscape to ensure there is no conflict.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Include copy of corresponding Composite Utility Rearrangement Plans (required for MTD projects) for reference only. See "Composite Utility Rearrangement Plans" section in the MTD Third Party Utility Relocation Submittal Checklist.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Provide both pre-construction and post-construction closed circuit television (CCTV) inspection information for all existing sewer lines. See Section 500-1.1.5 of the SSPWC (Greenbook) as modified by the latest Brownbook.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Sewer Pre-Design Report analyzing existing and proposed sewer systems is required including but not limited to the following:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	a) Velocity minimum 3 ft/s	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) Slope minimum S = 0.004 ft/ft, maximum S will be dependent on	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### MTD Sewer Plan Checklist DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%*	60%	85%	100%	OK	Incomplete
	maximum velocity.						
	c) Capacity, Q, of the proposed sewer system shall be equal or greater than existing sewer system capacity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	d) Flow data if the sewer line is 12" in diameter or greater.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	e) Soil report with plasticity index if the use of plastic pipe is proposed.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Excavations greater than 5 ft require shoring plans to be submitted to BOE for review and approval.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	The edge of shoring of all existing and proposed sewers running parallel to the proposed tracks shall have a minimum 9' horizontal distance from the outside of the closest track.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>DRAFTING REQUIREMENTS</b>							
8.	Refer to the Drafting Requirements Checklist.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Sheet: CONSTRUCTION NOTES							
9.	Provide construction symbols & construction notes (Standard Plan S-627)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Sheet: KEY MAP							
10.	Orientation – North Arrow direction to top of sheet	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Scale, Graphic Scale and North Arrow (Typical scale 1" = 400')	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Map to include closest Intersecting Major & or Secondary Street	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Line numbers & flow arrows	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Sewers & MHs (Existing – dashed lines, New – solid lines)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Indicate limits for HC's only (if applicable)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	Show Tract number or Parcel Map No.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	Participation boundary around participating property	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Sheet: INDEX or INDEX TO SHEETS							
18.	List of plans with Sheet No., Limits of Construction (pipe station and street station) in a table titled, INDEX TO SHEETS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Sheet: NOTICE TO CONTRACTORS							
19.	Obtain current version of Notice to Contractors from BOE - Metro Transit Division. Notes shall be listed in the order shown.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	Applicable Standard Plans-list by title & plan number, numerically. Refer to	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MTD Sewer Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%*	60%	85%	100%	OK	Incomplete
	City of Los Angeles Technical Information webpage for Standard Plans.						
21.	Sewer Bypass & Spill Prevention Notes when working on or joining live sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	Excavate & Expose end of sewer for Survey (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	Sewer infill note (90% compaction req'd before trenching for sewer)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.	Sewer trench resurfacing note	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.	Traffic lane requirements (major, secondary & collector require DOT review)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26.	Street lighting notes (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27.	Traffic signal notes (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.	Urban Forestry Division notes (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29.	CCTV for ex. HC lateral extension or remodeling (Lateral constructed pre-1965 or in earthquake damaged areas)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30.	State Highway – Encroachment Permit is required. Date & No. (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	Flood Control permit number and any restrictions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32.	Railroad encroachment permit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33.	County or other City's permits (as applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Sheet: IF TUNNELING OR JACKING:							
34.	Cal/OSHA permit required	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35.	Name & phone number for State contact	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36.	Gas classification required	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37.	Special details	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38.	Soils Report	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Sheet: LEGEND							
39.	Applicable symbols shown	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40.	Existing improvement – dashed lines, Proposed – solid lines	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41.	Fill out the title block.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42.	Design Group block filled out – with signatures & dates for “Engineer” and	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MTD Sewer Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%*	60%	85%	100%	OK	Incomplete
	"Approved by"						
43.	"PLAN", shown in vicinity of plan view	✓	✓	✓	✓	☐	☐
44.	North Arrow Orientation (Refer to City of Los Angeles Standard CAD)	✓	✓	✓	✓	☐	☐
45.	Scale 1" = 40' (standard plan view) and Graphic scale	✓	✓	✓	✓	☐	☐
46.	Plan scale and graphic scale agree, and are shown.	✓	✓	✓	✓	☐	☐
47.	Plan aligned with Profile	✓	✓	✓	✓	☐	☐
48.	Plan orientation agrees with North Arrow	✓	✓	✓	✓	☐	☐
49.	Label property line and centerline	✓	✓	✓	✓	☐	☐
50.	Street, alleys and easements labeled	✓	✓	✓	✓	☐	☐
51.	Dimensions shown for streets, alleys, easements	✓	✓	✓	✓	☐	☐
52.	Temporary easement(s) – (if applicable)	✓	✓	✓	✓	☐	☐
53.	Curbs, gutters, cross-gutters, driveways (existing, proposed), and show dimensions	✓	✓	✓	✓	☐	☐
54.	Matchline Station and Sheet references	✓	✓	✓	✓	☐	☐
Plan Views: SUBSTRUCTURES							
55.	Call out all existing substructures: Culverts, Pedestrian Tunnel, Pumping station, Foundation, Vaults, Stub-outs, Maintenance Holes	✓	✓	✓	✓	☐	☐
56.	Plans conform with corresponding Composite Utility Rearrangement Plans	✓	✓	✓	✓	☐	☐
57.	Correct line symbols (are incorporated in latest plan sheets). City of Los Angeles Technical Information webpage for CAD Standards.	✓	✓	✓	✓	☐	☐
58.	Owner, size, material, type of utility & quantity and location relative to street centerline.	✓	✓	✓	✓	☐	☐
59.	Storm drains, culverts, etc., with size, flow arrow, plan numbers and tie to centerline	✓	✓	✓	✓	☐	☐
60.	Existing sewer facilities with size, pipe material, ties, ownership, offset from street centerline, and as-built plan numbers	✓	✓	✓	✓	☐	☐
61.	Substructure Abandoned? If so, label "ABAND"	✓	✓	✓	✓	☐	☐
62.	High pressure? If so, label as HIGH PRESSURE	✓	✓	✓	✓	☐	☐
63.	To be Abandoned, Removed or Relocated and by whom	✓	✓	✓	✓	☐	☐
64.	Power poles-encase sewer within 3 feet with Case 5 bedding	✓	✓	✓	✓	☐	☐

### MTD Sewer Plan Checklist DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%*	60%	85%	100%	OK	Incomplete
65.	Existing and proposed sewers including House Connections under crossing the track shall be encased with Case 5 Bedding extended 10' from outside of rail on both sides	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
66.	Sewer pipe case bedding, use Figure 490.1 of the Sewer Design Manual. See City of Los Angeles Technical Information webpage.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
67.	Fire hydrants & laterals, and other substructures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan Views: EXISTING SEWERS							
	Existing sewer alignment(s) shown as a dashed line	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
68.	Size, material, ownership, as-built plan numbers, flow direction arrows and offset to centerline	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
69.	Plan number of any Abandoned Sewers (if applicable)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
70.	For any construction of sewer lines and/or water lines close to each other, all the criteria of the latest issue of the "California Department of Public Health (CDPH)" shall be observed. Any horizontal clearance less than 4.0' between sewer and water lines, needs a "Special Permission" from "California State Water Resources Control Board" and also Water Supplier approval.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
71.	Plans conform with corresponding Composite Utility Rearrangement Plans	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan Views: EXISTING MAINTENANCE HOLES							
72.	Show the existing MHs as dashed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
73.	Type, size, station, ties, remodel, or abandon	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan Views: PROPOSED SEWERS							
74.	Diameter size						
	a) Smaller than 18-inch diameter shown as a single, bold line	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) Equal to or larger than 18-inch diameter must be <b>drawn to scale</b> and as two lines indicating the pipe perimeter with a single solid line as sewer alignment centerline	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
75.	For connecting the new proposed sewer lateral to the existing sewer main, the contractor shall obtain an S-permit from the BOE public counter.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
76.	At the connection of the proposed sewer to the existing sewer mainline or existing MH, the invert shall be verified in the field	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
77.	New sewer maintenance holes size (inside diameter) shall be per Table F462 of the Sewer Design Manual and Standard Plans S-142 and S-150. See City of Los Angeles Technical Information webpage.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MTD Sewer Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%*	60%	85%	100%	OK	Incomplete
78.	Proposed sewer alignment(s) shown as a bold, solid line	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
79.	Arrows running parallel to proposed sewer construction to indicate the direction of flow	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
80.	Line numbers in circles	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
81.	Ties	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
82.	Curve data table (Delta, Radius, Length and Tangent)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
83.	Location - clearance to adjacent improvements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
84.	Location –clearance to adjacent water lines (min. 4' OD to OD)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
85.	Stationing for the proposed sewer shall start from downstream to upstream.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
86.	Size, material, ownership, as-built plan numbers, flow direction arrows and offset to centerline	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
87.	Provide a minimum 9' clearance between the shoring for the proposed sewer alignment and the closest rail track.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
88.	At the connection point of the proposed sewer line to the existing sewer line, the station of the existing sewer shall be indicated on plan and profile.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
89.	Sewer pipe case bedding, use Figure 490-1 of the Sewer Design Manual. See City of Los Angeles Technical Information webpage.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
90.	Tunnel or jacking limits – Pit location: Avoid intersections, crosswalks, driveways, and building entrances. Allow clearance to existing Improvements	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan Views: PROPOSED STRUCTURES (if applicable)							
91.	Stationing (with line number, where necessary)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
92.	Type and diameter if other than 4'	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
93.	Existing MH – Dashed	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
94.	Is Equation required?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
95.	Special Manholes (other than by Standard Plan)– refer to detail & location	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
96.	Ties	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
97.	Inner cover where subject to inundation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
98.	Maximum spacing between maintenance holes shall be per Table F 461.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
99.	MH bottom layout (if necessary; show detail)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

MTD Sewer Plan Checklist  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%*	60%	85%	100%	OK	Incomplete
100.	Label stubs – size and slope	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
101.	Terminal Cleanout Structure “Y”s <b>may not be used</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan Views: HOUSE CONNECTIONS							
102.	The existing house connection information to be updated per pre-CCTV.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
103.	Ex. HCs stations. If necessary, call out for reconstruction or remodeling, etc.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
104.	HC station at Property Line and Y-station if different that PL station	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
105.	HC smaller than mainline?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
106.	HC type (if other than "A" specify length "B")	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
107.	Saddles station – if no existing wye or Tee	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
108.	Bedding type if encasement required	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
109.	Y's pointed downstream	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
110.	No house connection directly into a MH.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan Views: MISCELLANEOUS							
111.	Chimney bases & stations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
112.	Chimney type and height	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
113.	Cross index between sheets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
114.	Match Lines with Station and Continued on Sheet No.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
115.	Does all data agrees on referenced sheets	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
116.	Hydrograph (when joining larger lines)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
117.	“ <b>PROFILE</b> ”, shown in lower center area of Profile	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
118.	Profile Scale: Horizontal 1" = 20', Vertical 1" = 4'	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
119.	Avoid using double vertical scale (exception steep hillside with more than one break in the profile). If used, show <b>DOUBLE VERTICAL SCALE</b> in large text in a bold box in the profile area by the scale	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
120.	Profile aligned with plan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
121.	Street name or R/W at top of Profile with line number before it (if applicable)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Profile: INTERSECTING STREETS, ALLEYS, OR EASEMENTS							



**MTD Sewer Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%*	60%	85%	100%	OK	Incomplete
122.	Dash near side, solid far side (Dash easements)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
123.	Special compaction requirements in R/W's?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Profile: PROPOSED SEWER							
124.	Size in inches	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
125.	Slope in feet per foot (S=0.XXXX)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
126.	Pipe type	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
127.	Mainline depth-adequate for tributary area	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
128.	Bedding type	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
129.	Protective lining coverage – RCP	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
130.	Limits – stationing and length	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
131.	Hydraulic elements - 18" & > (Q, V, d, d/D, N)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
132.	Water surface - 18" and larger	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Profile: VERTICAL CURVES							
133.	B.V.C. & E.V.C. stations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
134.	Length	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
135.	P.I. station and elevation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
136.	Stations and elevations in curve	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan: HORIZONTAL CURVES							
137.	B.C. & E.C. – stations and elevations shown	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
138.	Specify maximum pipe length permitted (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
139.	Beveled pipe required?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
140.	Compound curves – Check joint deflection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Profile: STRUCTURES – MH's							
141.	Station	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
142.	MH Type (B, F, G, H, Q, special?), No quotations around MH type	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
143.	Diameter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
144.	Existing – remodel to MH	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MTD Sewer Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%*	60%	85%	100%	OK	Incomplete
145.	Ex. elevations with survey reference (elevations in parenthesis)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
146.	Drop across MH per Sewer Design Manual, Sections F254 & F255	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
147.	Elevations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
148.	Station or tie to elevations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
149.	Line number in circle at end of elevation leader – Intersecting lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
150.	Stubs with size and slope	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
151.	MH cover Elevation in R/W, or dirt (set 6" above adjacent surface)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
152.	Inner cover if subject to inundation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
153.	Review survey submittal for MH invert elevations & existing surface over sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
154.	All elevations agree where shown elsewhere	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Profile: HOUSE CONNECTIONS							
155.	HC elliptical symbol - dashed for near side and solid for far side	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
156.	HC Station with "R" for right side or "L" for left side	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
157.	HC Type	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
158.	Invert Elevation at the connection to the Sewer mainline	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
159.	Flat or inclined "Y" (other than standard hook-up) – show slope, inclination and rotation for wye	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
160.	Size must be one size smaller than mainline	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Profile: CHIMNEYS							
161.	Size	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
162.	Base Type and station (when base only used)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
163.	Station	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
164.	Chimney type (A, B, C, D) and Base Type (X or Y), i.e. CH A-X	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
165.	Height	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Profile: MISCELLANEOUS							
166.	Existing house connections	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
167.	Provide Pipe anchors and backfill stabilizers for pipe slope over 33% (per	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MTD Sewer Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%*	60%	85%	100%	OK	Incomplete
	Standard Plan S-252)						
168.	Crossing substructures (label with owner and size).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
169.	Proximity of parallel utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
170.	Show fire hydrant lines and large individual service lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
171.	Crossing storm drains – support or blanket	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
172.	Existing, proposed or future storm drains	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
173.	Underground obstructions (Vaults, footings, piles, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
174.	Tunneling or jacking limits – Stations & length	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
175.	Special compaction	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
176.	Concrete reinforcement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
177.	Low ground elev. (Adverse grade)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
178.	Basements (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Engineer of Record (EOR)**

**Contact Phone**

**Contact Email**

**Project Title**

**Metro Work Order No.**

**Please contact MTD to obtain the latest version of this checklist.**

**Required with Initial Plan Check Submittal**

1. Copy of corresponding Civil and Sewer Plans for reference only. Separate submittal will be required for plan check of each respective improvement plan.
2. Copy of Storm Drain Design Plans and Profiles
3. Copy of corresponding Composite Utility Rearrangement Plans (required for MTD projects) for reference only. See "Composite Utility Rearrangement Plans" section in the MTD Third Party Utility Relocation Submittal Checklist
4. Completed General Drafting Checklist

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
<b>GENERAL REQUIREMENTS</b>							
1.	Conform to Standard Specifications for Public Works Construction (SSPWC Green Book), LABOE's Brown Book, LABOE Storm Drain Design Manual, Los Angeles County Hydrology & Sedimentation Manuals, Standards Plans, Special Orders, and other applicable resources as found in LABOE's Technical Document Center	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.	Coordinate with elected officials, other departments, Government Agencies, and Shared Jurisdictions (DWP, Caltrans, LA County Flood Control District, US Army Corps of Engineers (USACE), etc.) for plan reviews and permitting process	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.	Meet all requirements for each level of completion at the submittal, address all comments from the previous submittal, and submit a comment-resolution matrix at each submittal after 30% level of completion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.	All proposed storm drain construction or relocation shall be cross-checked with other engineering disciplines including but not limited to civil, structural, sub-structural, utilities, and landscape to ensure there is no conflict.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Include copy of corresponding Composite Utility Rearrangement Plans (required for MTD projects) for reference only. See "Composite Utility Rearrangement Plans" section in the MTD Third Party Utility Relocation Submittal Checklist.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6.	Use City of LA approved products for the pipe material. ( <a href="http://eng2.lacity.org/techdocs/product_material/Product_materials.htm">http://eng2.lacity.org/techdocs/product_material/Product_materials.htm</a> )	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Soils Report, Hydraulic/Hydrology Report and Calculations.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	a) Pipe loading including D-Load calculations for new storm drain (Per Section G-613)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
	b) Pipe loading including D-Load per foot of pipe based on pipe size and cover above pipe	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	All conflicts between proposed storm drains and other infrastructure shall be identified on the plan.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Provide pre-design closed circuit television (CCTV) for all existing storm drains lines. See technical specifications (GB/BB) for requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	The Contractor shall identify in the plan all nearby waterways, channels, catch basins, and inlets to underground existing storm drains.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Excavations greater than 5 ft require shoring plans to be submitted to BOE for review and approval.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>DRAFTING REQUIREMENTS</b>							
12.	Refer to Drafting Requirements Checklist	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Sheet: CONSTRUCTION SYMBOLS							
13.	Show only 'Construction Notes' applicable to the plans	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Sheet: KEY MAP							
14.	Orientation – North Arrow direction to top of sheet	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15.	Typical scale 1" = 400'	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	Map to include closest Intersecting Major & or Secondary Street	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	For multiple proposed storm drain alignments, indicate each line with a number and the direction of flow using adjacent arrows	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Sheet: INDEX or INDEX TO SHEETS							
18.	List of plans with Sheet No., Limits of Construction (pipe station and street station) in a table titled, INDEX TO SHEETS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Sheet: NOTICE TO CONTRACTORS							
19.	Obtain current version of Notice to Contractors from BOE - Metro Transit Division. Notes shall be listed in the order shown.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	Traffic lane requirements (major, secondary & collector require DOT review)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	Street lighting notes (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	Traffic signal notes (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23.	Urban Forestry Division Notes (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.	State Highway – Encroachment Permit is required. Date & No. (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.	Railroad encroachment permit (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26.	Flood Control permit number and any restrictions (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
27.	Include reference to any permits specific to the project issued by State, County or other City's Agencies (as applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.	Cal/OSHA permit required (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29.	Name & phone number for State contact (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30.	Gas classification required (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	Special details	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32.	Soils report	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PLAN VIEW</b>							
33.	Scale 1" = 20'	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34.	Design Group block filled out – with signatures & dates for “Engineer” and “Approved by”	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35.	“PLAN”, shown in vicinity of plan view	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36.	North Arrow Orientation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37.	Plan scale and graphic scale agree, and are shown.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38.	Plan aligned with Profile (if applicable)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39.	Plan orientation agrees with North Arrow	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40.	Label property line and centerline	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41.	Street, alleys and easements labeled	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42.	Dimensions shown for streets, alleys, easements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43.	Temporary easement(s) – if applicable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44.	Curbs, gutters, cross-gutters, driveways (existing, proposed), and show dimensions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45.	Matchline Station and Sheet references	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46.	Show Existing and Proposed ROW Lines	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47.	Plans conform with corresponding Composite Utility Rearrangement Plans	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Plan Views: SUBSTRUCTURES</b>							
48.	Call out all existing substructures: Culverts, Pedestrian Tunnel, Pumping station, Foundation, Vaults, Stub-outs, Maintenance Holes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49.	Correct line symbols per CAD Standards	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50.	Identify Substructure Owner, size, material, type of utility & quantity and location relative to street centerline and/or ROW (including abandoned lines)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
51.	Existing Storm drains, culverts, etc., with size, flow arrow, as-built plan numbers and tie to centerline	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52.	Identify the size & type of substructures that are parallel to the storm drain. A minimum of 24" (2ft) clearance is required (no utilities shall be placed longitudinally within a Storm Drain or Sewer Trench. See Standard Plan S-251 for allowable trench widths)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
53.	Substructure Abandoned? If so, label "ABAND"	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
54.	High pressure? If so, label as "HIGH PRESSURE"	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
55.	Identify substructures to be abandoned ("TBA"), removed or relocated and by whom	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
56.	Field verify and show existing field conditions including but not limited to: curbs, driveways, access ramps, and any other above ground features that may affect design.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
57.	Show proposed civil improvements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan Views: PROPOSED STORM DRAIN CONDUIT							
58.	Centerline of mainline with ties to R/W centerline	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
59.	Proposed Pipe size, material type and ownership Minimum size = 24" diameter	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
60.	Identify proposed manhole, junction and transition structures with type and station	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
61.	Identify Curve BC, EC and PRC stations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
62.	Show Curve Data Table (Delta, Radius Tangent and Length) Minimum radius = 45ft (Storm Drain Design Manual G-333.2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
63.	Identify angle points with station	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
64.	Reference to any Details	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
65.	Proposed Pipe Bedding					<input type="checkbox"/>	<input type="checkbox"/>
	a) Specify proposed pipe case bedding (Standard Plan S-251)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) Use Case-5 bedding per Standard Plan S-251 or otherwise provide calculations to justify using any other case bedding.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c) Special bedding is required for pipe conduits under the railroad. (Figure G 613B)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan Views: PROPOSED CATCH BASINS							
66.	Identify Number, Type, ownership, width, depth (v), and location tie Minimum width = 7'	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
67.	Identify Connector pipe labels, size, D-Load, length, curve data and ties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
	Minimum connector size = 18" diameter						
68.	Warped Gutter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
69.	Lateral lengths equal to or greater than 100' shall be 24" minimum diameter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
70.	All proposed and remodeled catch basins shall include catch basin inserts & curb opening screen coverings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
71.	All proposed and remodeled grating basins shall include Bicycle Safe frame and grating per Standard Plan S-342	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PROFILE VIEW</b>							
72.	Standard profile grid per CAD template	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
73.	Standard Profile Scale: Horizontal 1" = 20', Vertical 1" = 4'. If double vertical scale is used (1"=8', only allowed on steep hillside), show "Double Vertical Scale" in a bold box in the profile near the scale.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
74.	Design Group block filled out – with signatures & dates for "Engineer" and "Approved by"	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
75.	North Arrow Orientation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
76.	Profile scale and graphic scale agree, and are shown.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
77.	Plan aligned with Profile (if applicable)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
78.	Label ROW, property line and centerline (if applicable)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
79.	Street, alleys and easements labeled (if applicable)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
80.	Temporary easement(s) (if applicable)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
81.	Matchline Station and Sheet references	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Profile: PROPOSED STORM DRAIN CONDUIT, CONNECTOR PIPES AND CATCH BASINS							
82.	Vertical grade change not permitted (Provide M.H per G-337-1 or Vertical Curve per G-333.4)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
83.	Finished grade over pipe centerline	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
84.	Identify Existing storm drain size, ownership, material type, and as-built plan numbers	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
85.	Join invert elevation and station, and existing station equivalent (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
86.	Proposed Mainline pipe size, material type, ownership, length, D-Load and Bedding Minimum main line pipe size = 24" diameter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
87.	Lateral identification label	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
88.	Identify Invert slope, invert elevations and stations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
89.	All existing and new crossing utilities must have a minimum 18" vertical clearance or provide concrete blanket per Standard Plan S-255	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
90.	Lateral and connector pipe inlet size, elevation, station, Elevation and inlet side Minimum connection size = 18" diameter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
91.	Identify Angle point station and elevation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
92.	Minimum 36" cover required for storm drain (Structural Design Manual H-374.11)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
93.	Connector pipe inlet size, elevation, station and inlet side Minimum connection size = 18" diameter	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
94.	Show proposed Q & V, HGL (Storm Drain Design Manual Fig. G-242.2 M) Minimum v = 5fps (SDDM Section G-333.3)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
95.	Identify proposed MH (EZ or JM). "EZ" MHs should identify Type, M/P, rim elevation and invert per Standard Plan S-381	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
96.	Identify proposed Junction Structure type and invert elevations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
97.	Identify Catch Basin number, type, width, rim elevation, depth (v), and invert	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
98.	Provide pipe anchors and backfill stabilizers for pipe slope over 33% (Per Standard Plan S-252)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
99.	Pipe Case Bedding					<input type="checkbox"/>	<input type="checkbox"/>
	a) Specify proposed pipe case bedding (Standard Plan S-251)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	b) Use Case-5 bedding per Standard Plan S-251 or otherwise provide structural calculations to justify using any other case bedding.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	c) Special bedding is required for pipe conduits under the railroad. (Figure G 613B)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Profile: HORIZONTAL CURVES							
100.	Station and elevation at BC, EC, PRC, etc. Minimum radius = 45ft (Storm Drain Design Manual G-333.2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Profile: VERTICAL CURVES							
101.	Vertical Curves are not permitted within the limits of horizontal Curves ( G-333.2)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
102.	Vertical grade change not permitted (Provide MH per G-337-1 or Vertical Curve per G-333.4)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
103.	B.V.C. & E.V.C. stations and elevations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
104.	Length	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
105.	P.I. station and elevation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
106.	Stations and elevations in curve	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Profile: MISCELLANEOUS							
107.	Existing house connections crossings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
108.	Crossing substructures (label with owner, size and current status (i.e. existing, abandoned, to be abandoned, future, to be removed, etc)).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
109.	Proximity of parallel utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
110.	Show fire hydrant lines and large individual service lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
111.	Underground obstructions (Vaults, footings, piles, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
112.	Tunneling or jacking limits – Stations & length (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
113.	Special compaction (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
114.	Concrete reinforcement (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
115.	Low ground elevation (adverse grade)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
116.	Basements (if applicable)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DRAFT

**MTD Street Plan Checklist**  
DRAFT - May 5, 2022

<b>Engineer of Record (EOR)</b>	<b>Contact Phone</b>
<b>Project Title</b>	<b>Contact Email</b>
<b>Metro Work Order No.</b>	<b>Date</b>

**Please contact MTD to obtain the latest version of this checklist.**

**Required with each Plan Check Submittal**

1. Completed Street Plan Checklist.
2. Completed Street Plan Showing Sewer House Connection Checklist, if applicable.
3. Completed General Drafting Checklist
4. Survey showing existing culture and elevations (TC, FL, Joins, CL, quarter-points) Show existing doorway thresholds and provide elevations.
5. Existing and proposed R/W shown on plans.
6. Copy of corresponding Grading, Sewer, and Storm drain Plans for reference only. Separate submittal required for plan check of each respective improvement plan.
7. Cross-section Worksheet, provide working sections for plan checkers reference.
  - Plot on 10x10 grid (1"=10' horiz. scale, 1"=1' vert. scale)
  - Show sections at every 50'. For hillside, every 25'
  - Show sections 50' beyond construction limits
  - Show elevations for existing TC, FL, Joins, and proposed TC, FL, EG, and Grade Breaks
  - Only show sections at stations which can be DIRECTLY verified from submitted Survey
  - Show proposed cross-slopes to 2 decimal places. Cross-slope must progressively increase from CL to the EG
  - Show proposed PL's, no old PL's
8. EOR acknowledges that this form was prepared/ reviewed by him/her for accuracy.

**Required, may be submitted at first submittal or during subsequent plan check.**

1. Approved LADOT Site and Driveway plan, if applicable.
2. Summary of Utility Notices.
3. Right-Of-Entry form required for off-site grading on private property, if applicable.
4. Submit Driveway Profile Worksheets (1"=2' scale) if lot has subterranean parking. Profile shall be from street CL to garage floor.
5. Soils Report and Pavement Reports w/ Calculations & Recommendations (Consistent with Street Design Manual).
6. Provide supporting street design documentation including but not limited to mitigation requirements such as the Mitigation Monitoring Program (MMPRP) from Final EIR and addendum.

**MTD Street Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
<b>GENERAL (ON-LINE APPLICATION)</b>							
1.	Conform to LABOE's Brown Book, Street Design Manual, Standards Plans, Supplemental Street Design Guide, Special Orders, and other applicable resources as found in LABOE's Technical Document Center	✓	✓	✓	✓	☐	☐
2.	Cross-check other engineering disciplines including but not limited to traffic, structural, sub-structural, utility, and landscape to ensure there is no conflict	✓	✓	✓	✓	☐	☐
3.	Coordinate with elected officials, other departments, Government Agencies, and Shared Jurisdictions (DOT, BSL, BSS, BOS, DWP, Caltrans, LA County, etc.) for plan reviews and permitting process	☐	✓	✓	✓	☐	☐
4.	Meet all requirements for each level of completion at the submittal, address all comments from the previous submittal, and submit a comment-resolution matrix at each submittal after 30% level of completion	✓	✓	✓	✓	☐	☐
5.	Review engineering conditions (Planning Case/Tract/PM/R3/Hillside for dedication and improvements required	☐	✓	✓	✓	☐	☐
<b>DRAFTING REQUIREMENTS</b>							
6.	Conform to Drafting Guidelines and Plan Format per LABOE's latest "CAD Standards and Drafting Templates" as found in LABOE's Technical Document Center-Tools and References	✓	✓	✓	✓	☐	☐
Title Sheet: KEY MAP							
7.	Orientation – North Arrow directed to top of sheet	✓	✓	✓	✓	☐	☐
8.	Scale, Graphic Scale and North Arrow (Typical scale 1" = 400')	✓	✓	✓	✓	☐	☐
9.	Map to include closest Intersecting Major & or Secondary Street	✓	✓	✓	✓	☐	☐
Title Sheet: INDEX or INDEX TO SHEETS							
10.	"Plans of", "From", "To", Sheet No. in INDEX TO SHEETS	✓	✓	✓	✓	☐	☐
Title Sheet: NOTICE TO CONTRACTORS							
11.	Obtain current version of Notice to Contractors from BOE - Metro Transit Division. Notes shall be listed in the order shown.	✓	✓	✓	✓	☐	☐
12.	Traffic Lane Requirements (Major, Secondary & Collector require DOT review)	✓	✓	✓	✓	☐	☐
13.	Traffic Signal notes if applicable	✓	✓	✓	✓	☐	☐
14.	Street Lighting notes if applicable	✓	✓	✓	✓	☐	☐
15.	Urban Forestry Division notes (if applicable)	✓	✓	✓	✓	☐	☐

**MTD Street Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
16.	Include reference to any permits specific to the project issued by state, county or other city's agencies (as applicable)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Title Sheet: TYPICAL SECTIONS							
17.	Show sections of all improved streets and/or alleys	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	Although not to scale, show proportionately	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	Street Section: Provide in accordance with the approved Pavement Report and Recommendations	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	Show "T" sections if "T" is uniform. Choice of T-section to be verified by Cross-Section worksheets If varies, show at each section change on Plan View	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	Do not show old PL, Removal Notes, existing portion of improvements being improved (i.e. existing ac berm).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	2% cross slope is required on all sidewalks/parkways (draining towards street)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PLAN VIEW</b>							
23.	Show existing conditions at least 50 feet of each leg of the intersection	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.	Show or Label: Control Line (Bearing and Distance)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.	Match Line at ECR/BCR, Street Intersection & Others in Between	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26.	Driveway Centerline Station and Type, and Curb Ramp Centerline Station between Street Mid-Block	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27.	Street Intersection: Provide Grading Plan Detail Sheet with Quarter Points	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.	Show MH, Vault and All Fixed Elevations to be Reconstructed, Show the Finished Surface If Lowered or Raised in Feet	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29.	Provide Curb Ramps Details - Provide Elevations and show all Grade Breaks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30.	Match Line - Show Stationing and Elevation of TC & FL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	Plan View Scale: 1" = 20' Detail View: 1" = 10' or 1" = 5'	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32.	Design Group block filled out – with signatures & dates for "Engineer" and "Approved by"	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33.	"PLAN", shown in vicinity of Plan View	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34.	Centerline Stationing is reference for all Street Improvement Stationing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MTD Street Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
35.	Stationing should increase from North to South and from East to West unless Survey Field Notes are otherwise	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36.	Lines (i.e. R/W, C/L, Join Line, Curb and Gutter) are shown per CAD Standards and Samples	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37.	Do not show: Contours, Bearings, Distances, or any improvements on Private Property	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38.	Dimensions shown for Streets, Alleys, Easements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39.	Show elevations and stations at all Grade Breaks, BC, PRC, EC, BCR, ECR, designated Radial Lines, CL, Intersections and Angle Points. All Incidental Points with Dimension Offset Ties to Centerline	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
40.	Show existing FL Elevations approximately 25' beyond Construction Limits	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41.	Show existing Elevations in parenthesis of all improvements to be joined (Top of Curb & Flow Line (FL))	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42.	Show Elevation at the Join with Slope Grade in Percent at Sidewalk or Walkway & Driveway	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43.	Show C&G Transition per Street Design Manual Section E-433	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
44.	Curb and Gutter Reconstruction: Show direction of drainage flow in percent and 20' reference (Min.) Elevation from the Join Limit	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
45.	Label Property Line (existing and proposed) and Centerline	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
46.	Show Easement(s) (Existing and Proposed) – if applicable Property Lot Cut, Corner Cut required-for Visibility Triangle (Municipal Code 62.2) , and other Easements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
47.	Give Rates of Grade and Plan Index Number for Existing Paving that Adjoins project (i.e. 'Existing Improvements per P-_____')	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
48.	Driveways must comply with ADA requirements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
49.	Driveways: 6" CF, X min.=3', Y min.=6'; 8" CF, X min.=4', Y min.=7'	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
50.	Show "T" sections on Typical Section if "T" is uniform	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
51.	Show FL Elevation at Curb Face as "Elevation" over "X" CF" (i.e. 123.45/ 6" CF) and at Centerline show the "Elevation"	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
52.	Show flow line Elevations at Driveways & Access Ramps, i.e. 832.11/ FL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
53.	Do not duplicate Intersection Improvement Details on another sheet	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
54.	A light solid line shall separate full depth AC pavement construction from overlay construction	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MTD Street Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
55.	A light solid line shall be used to depict the boundary of cold planing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
56.	Minimum grades: 0.4%, absolute minimum = 0.2%. Maximum grade for collector = 10% Maximum grade for local = 15% Street Design Manual Section E321.1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
57.	Grade Break Elevations in Profile shall have corresponding Elevations shown in the Plan View	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
58.	Minimum 2' of Asphalt Replacement is required adjacent to new Curb and Gutter	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
59.	Close all unused Existing Driveways	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Plan Views: HORIZONTAL CURVES							
60.	Curb Return Radii: Normal = 25', For other radii, refer to the City Supplemental Street Design Guide [confirm curb radii with StreetsLA and LADOT]	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
61.	Specify Delta, R, L for curves in a table	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>PROFILE VIEW</b>							
62.	Median Island - TC Profile on both sides	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
63.	Driveway, Ramp, Catch Basins, Local Depression. Show C/L station & Description Type	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
64.	Provide Quarter Line Profile	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
65.	Standard Profile grid per CAD template	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
66.	Standard Profile Scale: Horizontal 1" = 20', Vertical 1" = 4'. If Double Vertical scale is used (1"=8', only allowed in Steep Hillside), show <b>"DOUBLE VERTICAL SCALE"</b> in a bold box in the Profile near the scale.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
67.	Align Stationing for Plan and Profile	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
68.	Stations - 100 foot Intervals (1+00, 2+00, etc.) located on bold grid line	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
69.	Elevations - 5 or 10 foot intervals located on bold grid line	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
70.	Show and label Profile Lines for both sides of street (Top of Curb) and Centerline. Include existing Curb Lines. Provide Superimposed Profile at the Back of Walk or at R/W Line for areas with doorways.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
71.	Show ex. Ground Line Profile at PL and existing surface on Centerline	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
72.	Show Profile lines for: existing, ½' dashed line; Proposed, Solid Line	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MTD Street Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
73.	Show Rates of Grade for Centerline, both Curb Lines and Flow Lines (at variable height curb) Show Grades in percent at every Grade Change and at Joins	✓	✓	✓	✓	☐	☐
74.	Show Rates of Grade in Profile for all lengths between Grade Changes of 50' or more.	✓	✓	✓	✓	☐	☐
75.	Show Rates of Grade to 3 decimal places, i.e. R=1.032%	✓	✓	✓	✓	☐	☐
76.	Show new Grade Breaks in Curb Profile and Centerline Profile for all newly established Elevations with a small hollow circle (1/16" dia.). Do not use hollow circles to show Existing Grade Breaks in Profile.	✓	✓	✓	✓	☐	☐
77.	On curves, rate to be figured on actual horizontal lengths of curbs and shown on the profile by arrowed dimension lines (i.e. 10.07' O.C.)	✓	✓	✓	✓	☐	☐
78.	Carry Profile of Centerline out to Centerline of the nearest cross streets	✓	✓	✓	✓	☐	☐
79.	Show parenthesis around Existing Elevations	✓	✓	✓	✓	☐	☐
80.	Theoretical Top of Full Height Curb Line shall be carried across Driveway and Access Ramp Depressions	✓	✓	✓	✓	☐	☐
81.	Show Stationing and Elevations at all Grade Breaks, BC, PRC, EC, BCR, ECR, designated Radial Lines or designated POC and Angle Points.	✓	✓	✓	✓	☐	☐
82.	Label and Station adjacent to improvements: Catch Basins, Weepholes/ Roof Drains including Invert Elevations	✓	✓	✓	✓	☐	☐
Profile: VERTICAL CURVES							
83.	Vertical Curves are required when Grade Breaks exceed the following rates: Local Streets - 1.25%, Boulevard I & II (Major Highway) - 0.5%, Steep Hillside - 2%. Grade breaks should not be closer than 20' on Boulevard I & II (Major Highway) or 10' on Local Streets	☐	✓	✓	✓	☐	☐
84.	B.V.C. & E.V.C. stations	☐	✓	✓	✓	☐	☐
85.	Length	☐	✓	✓	✓	☐	☐
86.	P.I. Station and Elevation	☐	✓	✓	✓	☐	☐
87.	Stations and Elevations in Curve	☐	✓	✓	✓	☐	☐
88.	Provide Vertical Design per Street Design Manual Section 322	☐	✓	✓	✓	☐	☐
Profile: HORIZONTAL CURVES							
89.	B.C. & E.C. – Stations and Elevations shown	✓	✓	✓	✓	☐	☐
90.	Show Curve Partial Deltas with true lengths on curb	✓	✓	✓	✓	☐	☐



**MTD Street Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
91.	True lengths of Horizontal Curve shown in Profile	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DRAFT

## MTD Utility Relocation Plan Checklist DRAFT - May 5, 2022

**Engineer of Record (EOR)**

**Contact Phone**

**Contact Email**

**Project Title**

**Metro Work Order No.**

**Please contact MTD to obtain the latest version of this checklist.**

**U-Permit is NOT required in the following cases:**

- **No Substructure Work** – Work that contains no substructure work is not reviewed as a U-Permit.
- **Private Property** - Work on private property that is not within a public easement
- **State Property** – Work within the Caltrans right-of-way is exempt
- **Pole Installation/Removal & Pole Anchors** - When located within sidewalk areas (LAMC 62.02)
- **Vacated Streets** – If there’s a recorded street vacation and no City of LA sewer/storm drain easements
- **Potholes & Soil Borings** – Permitted under an E-Permit (can be permitted under a U-Permit if the Applicant has a franchise agreement with the CPUC)
- **Monitoring Wells** – Permitted under an E-Permit (can be permitted under a U-Permit if the Applicant has a franchise agreement with the CPUC)
- **Maintenance Holes (MH)** – MH Opening Permits are only issued to owners of the respective maintenance holes, owner’s authorized representatives, and licensed sewer or storm drain contractors. Visit the Development Services Procedures Manual for a FAQ on Maintenance Holes for additional information

**Required with Initial Plan Check Submittal**

1. Copy of corresponding Civil, Storm Drain and Sewer Plans for reference only. Separate submittal will be required for plan check of each respective improvement plan.
2. Copy of Third Party Utility Plans and Profiles.
3. Copy of corresponding Composite Utility Rearrangement Plans (required for MTD projects) for reference only. See “Composite Utility Rearrangement Plans” checklist section below.

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
<b>GENERAL REQUIREMENTS</b>							
1.	<b>Job Address</b> - should be chosen to best reflect actual location of cut(s)	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>
2.	<b>Job Description</b> - Should only contain information that pertains to the work that is being approved under the U-Permit.	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>
3.	<b>Above Ground Facilities (AGF) Review</b> - Any structure (e.g. cabinet, electric meter, antenna, monopole) intended to be installed above the surrounding grade in the public right-of-way shall require a review from the AGF group.	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>
4.	<b>Conduit Clearances:</b> <ul style="list-style-type: none"> <li>• New conduit shall have a clear distance of 2-ft when placed in parallel from any existing substructure.</li> <li>• Fully research ALL existing substructures, including: <ul style="list-style-type: none"> <li>- The appropriate substructure map in NavigateLA.</li> <li>- All previously geocoded U-Permits within 10-ft of the proposed conduit. All electronically issued U-Permits are indicated as a geocode (point/line) on the “BOE Permits” and “Archived BOE Permits” layers in NavigateLA.</li> </ul> </li> </ul>	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>

**MTD Utility Relocation Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
5.	<p><b>Trench Width:</b></p> <ul style="list-style-type: none"> <li>Asphalt Concrete (AC) = Minimum 24-in. (4-in if slurry backfill and bedding are used) per S-477</li> <li>Parkway (Dirt) = Minimum 12-in.</li> </ul>	✓	✓	✓	✓	☐	☐
6.	<p><b>Trench Depth (below established grade of gutter flowline, per LAMC 62.03(b)):</b></p> <ul style="list-style-type: none"> <li>Parkway = At least 16-in. below the surface</li> <li>Local/ Alley = At least 24-in. below the established grade</li> <li>Boulevard/Avenue/Collector = At least 30-in. below the established grade</li> </ul>	✓	✓	✓	✓	☐	☐
7.	<p><b>Concrete Streets and Pavement Restoration</b></p> <p>For any excavation on a concrete street, full slab replacement (to the nearest joint) is required. The following conditions must be adhered to:</p> <ul style="list-style-type: none"> <li>Areas where distinct slabs/panels do not exist, a minimum 150 sf rectangular shaped panel (minimum 3-ft wide) shall be removed and replaced.</li> <li>If an existing joint is within 3-ft of the trench, the replacement limit shall be extended to that joint to avoid “floaters” per Greenbook, Section 300-1.3.2.</li> <li>Excavations shall be backfilled with an approved slurry mix, CLSM, CMB, or CAB. Native soil may only be used with City Engineer’s approval. Slurry material shall be consolidated with vibration.</li> <li>Install 30-in dowels at 30-in on center (typical) per the current S-430 – Joints in Concrete Pavement plan. Use epoxy adhesive (Hilti HY 150 equivalent or better).</li> <li>New pavement thickness to be Per Brown Book Table 306-1.5.2(A)</li> <li>Additional concrete pavement requirements per Greenbook and Brownbook, Section 302-6.</li> <li>In the case where a concrete street is overlaid with AC pavement, the new pavement section shall match the existing section being removed.</li> </ul>	✓	✓	✓	✓	☐	☐
8.	<p><b>Trenches Within City Standard Improvements</b></p> <ul style="list-style-type: none"> <li><b>Curb and Gutter:</b> Trenching through any portion of the curb and gutter (including intersection gutters) will require that the entire section of curb and gutter (joint to joint) to be replaced per the current S-410 – Types of Curb and Gutter plan</li> <li><b>Driveway:</b> Trenching through any portion of a driveway will require replacement of concrete to the nearest construction joints, otherwise the entire driveway shall be replaced per the current S-440 - Driveways plan</li> <li><b>Curb Ramp:</b> See item 9, <b>Potential Curb Ramp Upgrade.</b></li> <li><b>Alley Intersection:</b> Excavation through any portion of an alley intersection will require replacement of concrete to the nearest construction joints, otherwise the entire alley intersection shall be replaced per the current S-420 – Alley Intersections plan</li> <li><b>Bus Pad:</b> See Trench and Pavement Restoration in Concrete section above.</li> <li><b>LADOT Speed Hump:</b> If the excavation encroaches within a LADOT Speed Hump, the following note shall be added to the plans (if no plans, it shall be added to the Job Description), “SPEED HUMP TO BE RESTORED PER LADOT STANDARD PLAN S-483”</li> </ul>	✓	✓	✓	✓	☐	☐
9.	<p><b>Potential Curb Ramp Upgrade</b>– Determine whether any curb ramps need to be upgraded per Special Order 01-1020 (Alterations resulting in the construction, reconstruction, or upgrade of curb ramps.)</p>	✓	✓	✓	✓	☐	☐



### MTD Utility Relocation Plan Checklist DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
	plate, approved trench plating plan is required. (Note: if span > 6-ft, shoring plans must also be approved regardless of depth).						
19.	<p><b>Street Moratoriums</b> (Navigate LA can be used to verify information)</p> <ul style="list-style-type: none"> <li>• <b>One-Year Moratorium</b> – The trenching of AC streets that have been paved (not slurry sealed) by StreetsLA within the last year is prohibited. Exceptions are stated in the Excavation in One-Year Moratorium Streets Special Order (SO-06-0807).</li> <li>• <b>Street Resurfacing</b> - Navigate LA displays recent and planned street resurfacing projects performed by StreetsLA. The StreetsLA website contains up-to-date information for Street Resurfacing Fiscal Year and Committed Lists</li> </ul>	✓	✓	✓	✓	☐	☐
20.	<p><b>Other Potential Conflicts</b> (view different layers in Navigate LA to verify information)</p> <ul style="list-style-type: none"> <li>• Agencies whose acceptance is required for U-Permit issuance: <ul style="list-style-type: none"> <li>▪ <b>Historic Preservation Overlay Zone (HPOZ)</b> – Approval from City Planning</li> <li>▪ <b>Historic-Cultural Monuments (HCM)</b> – Approval from the Office of Historic Preservation</li> <li>▪ <b>Recreation and Parks Department (generally for medians)</b> - Approval by the Dept of Recreation &amp; Parks</li> <li>▪ <b>City Improvement Projects (CIP)</b></li> <li>▪ <b>City Street Furniture</b> – Coordination required if any work is to occur within 5 feet of any city street furniture.</li> </ul> </li> <li>• Agencies that do not require review or approval for issuance of the permit. <ul style="list-style-type: none"> <li>▪ <b>Los Angeles County Flood Control District (LACFCD)</b> – Any proposed utility work within LACFCD right-of-way requires a Flood Control District Permit.</li> <li>▪ <b>Caltrans</b> – Substructures within the Caltrans right-of-way do not require a U-Permit approval from BOE</li> </ul> </li> </ul>	✓	✓	✓	✓	☐	☐
21.	Cross-check other engineering disciplines including but not limited to civil, structural, sub-structural, utility and landscape to ensure there is no conflict.	✓	✓	✓	✓	☐	☐
22.	Coordinate with elected officials, other departments, Government Agencies and Shared Jurisdictions (DOT, BSL, StreetsLA, LASAN, DWP, Caltrans, LA County, etc.) for plan reviews and permitting process	✓	✓	✓	✓	☐	☐
23.	Field verify existing field conditions including but not limited to: striping, signs, markings, curbs, driveways, curb zones, access ramps, and any other above ground features that may affect design.	✓	✓	✓	✓	☐	☐
24.	Meet all requirements for each level of completion at the submittal, address all comments from the previous submittal, and submit a comment-resolution matrix at each submittal after 30% level of completion	☐	✓	✓	✓	☐	☐
<b>DESIGN PLAN AND PROFILE SHEET REQUIREMENTS</b>							
25.	<b>BOE Notice to Contractor Notes</b> - Obtain current version of Notice to Contractors from BOE - Metro Transit Division. Notes shall be listed in the order shown.	✓	✓	✓	✓	☐	☐

**MTD Utility Relocation Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
26.	<b>Third Party Utility Notice to Contractor Notes</b> (if applicable)	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>
27.	<b>Utility Design Plans</b> - Plans shall be drawn to scale including a graphic scale and include the following: <ul style="list-style-type: none"> <li>• Job Address</li> <li>• Reference to substructure map</li> <li>• Reference to current S-477 plan, if applicable</li> <li>• North Arrow (preferably pointing upwards)</li> <li>• Contact information, including phone number and email.</li> <li>• Any work, structures or conduits not part of the BOE permit must be clearly identified as "Not Part of This Permit"</li> </ul>	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>
28.	<b>Proposed Work</b> <ul style="list-style-type: none"> <li>• Proposed work will be designated with dark, solid lines and identified (i.e. owner, size, material type)</li> <li>• All proposed substructures shall be fully dimensioned (e.g. offsets with respect to street centerlines and/or R/W)</li> <li>• On curved streets, include dimension to street centerline and/or R/W.</li> <li>• Curve Data – Curve number, radius, curve length, tangent length and degree of curvature.</li> <li>• Do not show any improvements that are located on private property or clearly note that this work is under a LADBS permit.</li> </ul>	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>
29.	<b>Existing Substructures</b> <ul style="list-style-type: none"> <li>• Existing (including abandoned) substructures shall be shown on the plans, identified (i.e. owner, size, material type) and tied to the street centerline and/or R/W (e.g. 2-in SCG, 10-ft N/CL). These include utilities, vaults, sewers &amp; storm drains (both mainlines and laterals) and catch basins.</li> <li>• Existing pipes - 36 in. diameter and larger should be shown as a full width pipe with two lines and a centerline.</li> <li>• Existing substructures shall be shown with a lighter line weight, see U-Permit plan templates.</li> </ul>	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>
30.	<b>Existing Street Culture:</b> <ul style="list-style-type: none"> <li>• Show all pertinent right-of-way and roadway dimensions, property lines, lot lines, including easements and dedications</li> <li>• Research NavigatelA for B-Permits that may have changed the roadway dimensions and include a reference to the P-plan number.</li> <li>• All pertinent elements within the right-of-way (curb, gutter, trees, sidewalk, parkway, utility poles, speed humps, etc.)</li> <li>• Public art and other decorative/sensitive installations (e.g. decorative crosswalks)</li> </ul>	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>
31.	<b>Vaults:</b> <ul style="list-style-type: none"> <li>• Vaults shall have a minimum clearance of 2-ft from existing substructures.</li> <li>• Vaults shall be placed a minimum of 5-ft from any existing poles.</li> <li>• Vaults and MH's shall have manufacturer's name and part number as shown on BOE Approved Product List. Verify that the usage is consistent with what is permitted (e.g. "Pedestrian Area, excluding driveway").</li> <li>• Vaults shall not be placed within driveway approaches or curb ramps</li> <li>• Vaults shall not be located within an Equestrian Trail</li> <li>• If the proposed vault is located within the BSL restricted area, approval from</li> </ul>	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>

### MTD Utility Relocation Plan Checklist DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
	BSL is required.						
32.	<b>Micro-trenching (per latest S-474)</b> <ul style="list-style-type: none"> <li>• Only for telecommunication conduits</li> <li>• Cut sheets on file for the micro-trencher and mobile ground penetrating radar system must reflect the equipment that will be used</li> <li>• Plans are only required to show existing substructures within 5-ft of excavation</li> <li>• Plans are NOT required to indicate existing pavement thickness or elevation of adjacent substructures. This information shall be provided in the field by use of potholes</li> <li>• A "2-in" Grind and Cap shall be allowed.</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
33.	<b>Colocation on BSL Streetlight Pole</b> - Installation of telecommunication equipment onto a BSL streetlight pole. <ul style="list-style-type: none"> <li>• The work on a streetlight pole is reviewed and approved through BSL and does not require a U Permit.</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
34.	<b>Installation of a new pull box</b> - Approval from BSL is required if the pull box encroaches within the 4-ft BSL Restricted Area.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
35.	<b>Horizontal Directional Drilling</b> - Any proposal for tunneling/directional drilling, in lieu of an open trench installation, shall comply with the City's Directional Drilling Policy (S.O. 015-1102)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
36.	<b>Utility Design Profiles</b> - Profiles shall be drawn to scale including a graphic scale and include the following: <ul style="list-style-type: none"> <li>• Profile Grid</li> <li>• Reference to plan view sheet or segment</li> <li>• Identify Utility size and type in profile</li> <li>• Plan aligned with Profile (if applicable)</li> <li>• Show and call out all crossing substructures (label with owner, size and current status (i.e. existing, abandoned, future, to be removed, etc)).</li> <li>• Any work, structures or conduits not part of the BOE permit must be clearly identified as "Not Part of This Permit"</li> <li>• Tunneling or jacking limits - stations &amp; length (if applicable)</li> </ul>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
37.	Matchline Station and Sheet references	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
38.	Plans conform with corresponding Composite Utility Rearrangement Plans	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
39.	Engineer of Record (EOR) stamp and signature required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>COMPOSITE UTILITY REARRANGEMENT PLANS (FOR REFERENCE ONLY)</b>							
40.	Completed Drafting Checklist	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
41.	Label Right of Way line and street centerline	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
42.	Street, alleys and easements labeled	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
43.	Dimensions shown for streets, alleys, easements	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**MTD Utility Relocation Plan Checklist**  
DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
44.	Temporary easement(s) – if applicable	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>
45.	Show Curbs, gutters, cross-gutters, basements, driveways (existing, proposed)	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>
46.	Matchline Station and Sheet references	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>
47.	<p><b>Existing Substructures</b></p> <ul style="list-style-type: none"> <li>Existing (including abandoned) substructures shall be shown on the plans, identified (i.e. existing/abandoned/to be abandoned, owner, size, material type, as-built plan #) and tied to the street centerline and/or R/W (e.g. 2-in SCG, 10-ft N/CL). These include utilities, vaults, sewers &amp; storm drains (both mainlines and laterals) and catch basins.</li> <li>Existing pipes - 36 in. diameter and larger should be shown as a full width pipe with two lines and a centerline.</li> <li>Existing substructures shall be shown with a lighter line weight, see U-Permit plan templates.</li> </ul>	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>
48.	<p><b>Proposed Work</b></p> <ul style="list-style-type: none"> <li>Proposed work will be designated with dark, solid lines and identified (i.e. proposed/future, owner, size, material type, plan number (if applicable))</li> <li>All proposed substructures shall be fully dimensioned (e.g. offsets with respect to street centerlines and pipe diameter)</li> <li>On curved streets, include dimension to street centerline and/or R/W.</li> <li>Do not show any improvements that are located on private property or clearly note that this work is under a LADBS permit.</li> <li>Show proposed civil improvements</li> </ul>	✓	✓	✓	✓	<input type="checkbox"/>	<input type="checkbox"/>



## LADOT RESTORATION TRAFFIC SIGNAL PLANS DESIGN REVIEW CHECKLIST

Project Name: \_\_\_\_\_ Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	30%	60%	85%	100%
<b>Drafting</b>				
Conform to Drafting Guidelines and Plan Format per latest LADOT's "Final Drafting Manual - Drafting Standards for Striping and Signal Plans" and "Traffic Signal Plan Sample" as found on LADOT's Plan Review Reference Library**	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project Title above Title Block	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Name; Sheet Number; LADOT Signature Box: Reviewed by Transportation Engineer and Accepted by Senior Transportation Engineer; Reference Information (References and District)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project Number (Provided by LADOT) and Drawing Number	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
North Arrow oriented per drafting standard	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plan Scale (1" = 20')	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Consulting Engineer's signature block includes name, signature, date, registration number, address, phone number, LA Business Tax Registration Number. Ensure all submittals contain Engineer of Record (EOR)'s Civil and Traffic Stamps	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Submittals shall be signed by EOR	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Title Sheet including but not limited to: latest Notice to Contractor, Legend, Abbreviations, Interconnect Key Map, and Vicinity Map	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show existing, proposed, and removal striping, pavement markings, and signs and posts	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Identify land use	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Identify Property Lines, Project Limits, and Right-of-Way (R.O.W.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show nearby underground utilities, sub-structures, basements, and vaults (associated with the after condition), In addition, show nearby above-ground structures (including bus shelters), above-ground cable, and permanent street furniture (associated with the after condition).	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show proposed civil improvements such as Street Widening, Raised Median, Curb Returns (CR) and Ramps, Sidewalks, Driveway, Bridge/Viaduct Columns, etc. Also, show dimensions on the design and existing Streetscape which pertains to traffic elements including but not limited to Street, Roadway, Median, Curb, Sidewalk, Crosswalk, and Curb Return (CR)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>As-Built (Base) Verification</b>				
Use of Latest LADOT and Civil base including existing current field-verified as-built conditions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## LADOT RESTORATION TRAFFIC SIGNAL PLANS DESIGN REVIEW CHECKLIST

Project Name: \_\_\_\_\_ Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	30%	60%	85%	100%
Field verify and show existing field conditions at least 50 feet of each leg of the intersection and all intersections or functions operated by the same controller including but not limited to: striping, signs, markings, curbs, driveways, curb zones, access ramps, trees, catch basins, service power poles, pull boxes, manholes, street lighting, service cabinets, vaults, any traffic signal equipment, and any other above-ground and underground features (substructures) that may affect design. (See "Traffic Signal Design Guidelines" for detailed information)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Verify field photos and any field note	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Design</b>				
Conform to Design Standards and Guidelines per latest "CA Manual on Uniform Traffic Control Devices" (CA MUTCD), LADOT's Manual of Policies and Procedures Section 521 "Traffic Signal Design Guidelines", LADOT's Red Book - Special Provisions and Standard Drawings for the installation and Modification of Traffic Signals", "City of Los Angeles Supplement Street Design Guide", and other guidelines and samples as found on LADOT's Plan Review Reference Library**	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show existing or proposed Signal Phasing in the Phase Diagram	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Label both existing and proposed signal equipment and fill out the Signal Standard Schedule	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Incorporate Preemption Notes and special equipment including but not limited to Predictor and LRT detectors in the design of complex intersections such as traffic signals near highway-rail grade crossings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide a list of salvage material and equipment in the Estimated Salvage Material To Be Return To LADOT block	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Fill in the Conductor Schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide ATSAC Interconnect Plan, Video Fiber Infrastructure Plan, LRT Loop Detectors & Predictor Plan, and Railroad Preemption Interconnect Wiring Diagram if applicable	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cross-check other engineering disciplines including but not limited to civil, structural, sub-structural, utility, and landscape to ensure there is no conflict	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Coordinate with elected officials, other departments, Government Agencies, and Shared Jurisdictions (BOE, BSL, BSS, BOS, DWP, Caltrans, LA County, etc.) for plan reviews and permitting process	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Meet all requirements for each level of completion at the submittal, address all comments from the previous submittal, and submit a comment-resolution matrix at each submittal after 30% level of completion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## LADOT RESTORATION TRAFFIC SIGNAL PLANS DESIGN REVIEW CHECKLIST

Project Name: \_\_\_\_\_ Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	30%	60%	85%	100%
<b>Supporting Documents</b>				
Provide supporting traffic design documentation including but not limited to Final EIR and addendum	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of preliminary street improvement plan, street lighting plan, landscaping plan, and other civil improvement plans which may influence the design	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Dated field photos of current conditions with photo keymap. (Google street view images are not accepted)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of substructure plan for reference if there is foundation work on traffic signals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

\*\* Reference materials can be requested during the pre-submittal meetings or downloaded from LADOT's Reference Library website - <https://ladot.lacity.org/businesses/temporary-traffic-control-plans/reference-library>

# LADOT RESTORATION SIGNING AND STRIPING PLANS DESIGN REVIEW CHECKLIST

Project Name: \_\_\_\_\_ Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	30%	60%	85%	100%
<b>Drafting</b>				
Conform to Drafting Guidelines and Plan Format per latest LADOT's "Final Drafting Manual - Drafting Standards for Striping and Signal Plans" and "Geometric Plan Sample" as found on LADOT's Plan Review Reference Library**	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project Title above Title Block	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Street Title (Street Name and Limit); Sheet Number; LADOT Signature Box: Reviewed by Transportation Engineer and Accepted by Senior Transportation Engineer; Reference Information (References and District)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project Number (Provided by LADOT) and Drawing Number (Provided by LADOT)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
North Arrow (correctly oriented)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plan Scale (1" = 40')	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Consulting Engineer's signature block includes name, signature, date, registration number, address, phone number, LA Business Tax Registration Number. Ensure all submittals contain Engineer of Record (EOR)'s Civil and Traffic Stamps	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Submittals shall be signed by EOR	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show proposed civil improvements such as Street Widening, Raised Median, Curb Returns (CR) and Ramps, Sidewalks, Driveway, Bridge/Viaduct Columns, etc. Also, show dimensions on the design and existing Streetscape which pertains to traffic elements including but not limited to Street, Roadway, Median, Curb, Sidewalk, Crosswalk, and Curb Return (CR)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Identify land use	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Identify Property Lines, Project Limits, and Right-of-Way (R.O.W.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Identify signalized intersections	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show existing, proposed, and removal striping, pavement markings, and signs and posts	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show proposed and removal on-street parking elements including but not limited to parking prohibitions or restrictions information, PMZ, colored curb zone, and parking space marking	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## LADOT RESTORATION SIGNING AND STRIPING PLANS DESIGN REVIEW CHECKLIST

Project Name: \_\_\_\_\_ Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	30%	60%	85%	100%
<b>As-Built (Base) Verification</b>				
Use of Latest LADOT and Civil base including existing current field-verified as-built conditions	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Field verify and show existing field conditions including but not limited to: striping, signs, markings, curbs, driveways, curb zones, access ramps, and any other above ground features that may affect design.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Verify field photos and any field note	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Design</b>				
Conform to Design Standards and Guidelines per latest "CA Manual on Uniform Traffic Control Devices" (CA MUTCD), LADOT's Manual of Policies and Procedures Section 531 "Application and Design for Striping, Channelization, and Special Signing", "City of Los Angeles Supplement Street Design Guide", and other guidelines and samples as found on LADOT's Plan Review Reference Library**	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Title Sheet including but not limited to: Latest General Notes and Construction Notes, Legend, Abbreviations, Special Design Details, Typical Section, Key Map, and Vicinity Map	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show existing, removal, and proposed signs in the Sign Diagrams/Legend of the title block	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Coordinate design with traffic signal design plans (submit traffic signal plans for intersections affected by new striping concurrently)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cross-check other engineering disciplines including but not limited to civil, structural, sub-structural, utility, and landscape to ensure there is no conflict	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Coordinate with elected officials, other departments, Government Agencies, and Shared Jurisdictions (BOE, BSL, BSS, BOS, DWP, Caltrans, LA County, etc.) for plan reviews and permitting process	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Meet all requirements for each level of completion at the submittal, address all comments from the previous submittal, and submit a comment-resolution matrix at each submittal after 30% level of completion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## LADOT RESTORATION SIGNING AND STRIPING PLANS DESIGN REVIEW CHECKLIST

Project Name: \_\_\_\_\_ Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	30%	60%	85%	100%
<b>Supporting Documents</b>				
Provide supporting traffic design documentation including but not limited to Final EIR and addendum	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of preliminary street improvement plan and other civil improvement plans which may influence the design	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Dated field photos of current conditions with photo keymap. (Google street view images are not accepted)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

\*\* Reference materials can be requested during the pre-submittal meetings or downloaded from LADOT's Reference Library website - <https://ladot.lacity.org/businesses/temporary-traffic-control-plans/reference-library>

# LADOT TEMPORARY TRAFFIC SIGNAL PLANS (TTS) DESIGN REVIEW CHECKLIST

Project Name: \_\_\_\_\_ Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	100%	2nd	3rd*	4th*
<b>Drafting</b>				
Conform to Drafting Guidelines and Plan Format per latest LADOT's "Final Drafting Manual - Drafting Standards for Striping and Signal Plans" as found on LADOT's Plan Review Reference Library**	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project Title above Title Block including each construction phase/stage and duration, and accurate description of work	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Intersection Name; Sheet Number; LADOT Signature Box: Accepted by Transportation Engineer; Reference Information (References and District)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project Number (Provided by LADOT) and Drawing Number	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
North Arrow oriented per drafting standard	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plan Scale (1" = 20')	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Consulting Engineer's signature block includes name, signature, date, registration number, address, phone number, LA Business Tax Registration Number. Ensure all submittals contain Engineer of Record (EOR)'s Civil and Traffic Stamps	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Submittals shall be signed by EOR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Title Sheet including but not limited to: latest Notice to Contractor, Legend, and Abbreviations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show existing, proposed, and removal striping, pavement markings, cones, barricades, K-Rails, Delineators, and signs and posts	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show proposed civil improvements such as Street Widening, Raised Median, Curb Returns (CR) and Ramps, Sidewalks, Driveway, Bridge/Viaduct Columns, etc. Also, show dimensions on the design and existing Streetscape which pertains to traffic elements including but not limited to Street, Roadway, Median, Curb, Sidewalk, Crosswalk, and Curb Return (CR)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Identify land use including but not limited to Commercial, Residential, Gas Station, Restaurant, Parking, School	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Identify Property Lines, Project Limits, and Right-of-Way (R.O.W.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show existing structures and substructures	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>As-Built (Base) Verification</b>				
Use of Latest LADOT and Civil base including existing current field-verified as-built conditions and any previously approved plans for previous temporary stages	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## LADOT TEMPORARY TRAFFIC SIGNAL PLANS (TTS) DESIGN REVIEW CHECKLIST

Project Name: \_\_\_\_\_ Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	100%	2nd	3rd*	4th*
Field verify and show existing field conditions at least 50 feet of each leg of the intersection and all intersections or functions operated by the same controller including but not limited to: striping, signs, markings, curbs, driveways, curb zones, access ramps, trees, catch basins, service power poles, pull boxes, manholes, street lighting, service cabinets, vaults, any traffic signal equipment, and any other above-ground and underground features (substructures) that may affect design. (See "Traffic Signal Design Guidelines" for detailed information)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Verify field photos and any field note	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Design</b>				
Conform to Design Standards and Guidelines per latest "CA Manual on Uniform Traffic Control Devices" (CA MUTCD), LADOT's Manual of Policies and Procedures Section 521 "Traffic Signal Design Guidelines", LADOT's Red Book - Special Provisions and Standard Drawings for the installation and Modification of Traffic Signals", and other guidelines and samples as found on LADOT's Plan Review Reference Library**. Additional information such as standard specifications for Public Works Construction can be found in the "Brown Book" on LA BOE's Technical Information***	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show existing or proposed Signal Phasing in the Phase Diagram	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Label both existing and proposed signal equipment and fill out the Signal Standard Schedule	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Incorporate Preemption Notes and special equipment including but not limited to Predictor and LRT detectors in the design of complex intersections such as traffic signals near highway-rail grade crossings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide a list of salvage material and equipment in the Estimated Salvage Material To Be Return To LADOT block	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Fill in the Conductor Schedule	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show proposed work area(s) if applicable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Coordinate with elected officials, other departments, Government Agencies, and Shared Jurisdictions (BOE, BSL, BSS, BOS, DWP, Caltrans, LA County, etc.) for plan reviews and permitting process	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Meet all requirements for each submittal and address all comments from the previous submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



## LADOT TEMPORARY TRAFFIC SIGNAL PLANS (TTS) DESIGN REVIEW CHECKLIST

Project Name: \_\_\_\_\_ Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	100%	2nd	3rd*	4th*
<b>Supporting Documents</b>				
Provide supporting traffic design documentation including but not limited to mitigation requirements such as the Mitigation Monitoring and Reporting Program (MMRP) from Final EIR and addendum	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Dated field photos of current conditions with photo keymap. (Google street view images are not accepted)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of substructure plan for reference if there is foundation work on traffic signals	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

\* The additional reviews as needed

\*\* Reference materials can be requested during the pre-submittal meetings or downloaded from LADOT's Reference Library website - <https://ladot.lacity.org/businesses/temporary-traffic-control-plans/reference-library>

\*\*\* Latest copy of Brown Book can be downloaded from LA BOE's Technical Information website - <https://eng2.lacity.org/brownbook/frame.cfm>

## LADOT WORKSITE TRAFFIC CONTROL PLANS (WTCP) DESIGN REVIEW CHECKLIST

Project Name: \_\_\_\_\_ Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	100%	2nd	3rd*	4th*
<b>Drafting</b>				
Conform to Drafting Guidelines and Plan Format per latest LADOT's "Final Drafting Manual - Drafting Standards for Striping and Signal Plans" and "Temporary Traffic Control Sample" as found on LADOT's Plan Review Reference Library**	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project Title above Title Block including each construction phase/stage and duration, and accurate description of work	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Street Title (Street Name and Limit); Sheet Number; LADOT Signature Box: Accepted by Transportation Engineer; Reference Information (References and District)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Project Number (Provided by LADOT) and Drawing Number (Provided by LADOT)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
North Arrow (correctly oriented)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Plan Scale (1" = 40')	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Consulting Engineer's signature block includes name, signature, date, registration number, address, phone number, LA Business Tax Registration Number. Ensure all submittals contain Engineer of Record (EOR)'s Civil and Traffic Stamps	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Submittals shall be signed by EOR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
LA BSS's signature block	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show proposed civil improvements such as Street Widening, Raised Median, Curb Returns (CR) and Ramps, Sidewalks, Driveway, Bridge/Viaduct Columns, etc. Also, show dimensions on the design and existing Streetscape which pertains to traffic elements including but not limited to Street, Roadway, Median, Curb, Sidewalk, Crosswalk, and Curb Return (CR)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Identify land use	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Identify Property Lines, Project Limits, and Right-of-Way (R.O.W.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Identify signalized intersections	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show proposed work area(s)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show existing, proposed, and removal striping, pavement markings, cones, barricades, K-Rails, Delineators, and signs and posts; label each design feature with notes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show proposed and removal on-street parking elements including but not limited to parking prohibitions or restrictions information, PMZ, colored curb zone, and parking space marking	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## LADOT WORKSITE TRAFFIC CONTROL PLANS (WTCP) DESIGN REVIEW CHECKLIST

Project Name: \_\_\_\_\_ Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	100%	2nd	3rd*	4th*
<b>As-Built (Base) Verification</b>				
Use of Latest LADOT and Civil base including existing current field-verified as-built conditions and any previously approved plans for previous temporary stages	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Field verify and show existing field conditions including but not limited to: striping, signs, markings, curbs, driveways, curb zones, access ramps, and any other above-ground features that may affect design	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Verify field photos and any field note	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Design</b>				
Conform to Design Standards and Guidelines per latest "CA Manual on Uniform Traffic Control Devices" (CA MUTCD), LADOT's Manual of Policies and Procedures Section 531 "Application and Design for Striping, Channelization, and Special Signing", and other guidelines and samples as found on LADOT's Plan Review Reference Library**	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Title Sheet including but not limited to: latest Worksite Traffic Control Plan Notes, Restoration Striping Notes, Temporary Striping Notes, Legend, Crash Cushion System Details, Typical Installation of K-Rail, Key Map, and Vicinity Map	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Show existing, removal, and proposed signs in the Sign Diagrams/Legend of the title block	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Coordinate design with temporary traffic signal plans (submit temporary traffic signal plans for intersections affected by new striping concurrently)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Coordinate with elected officials, other departments, Government Agencies, and Shared Jurisdictions (BOE, BSL, BSS, BOS, DWP, Caltrans, LA County, etc.) for plan reviews and permitting process	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Meet all requirements for each submittal and address all comments from the previous submittal	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## LADOT WORKSITE TRAFFIC CONTROL PLANS (WTCP) DESIGN REVIEW CHECKLIST

Project Name: \_\_\_\_\_ Designer: \_\_\_\_\_  
 Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	100%	2nd	3rd*	4th*
<b>Supporting Documents</b>				
Provide supporting traffic design documentation including but not limited to mitigation requirements such as the Mitigation Monitoring and Reporting Program (MMRP) from Final EIR and addendum	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Provide Haul Route Plan, Changeable Message Sign (CMS) Detail/Plan, Detour Plan, Pedestrian Detour Plan, Bicycle Detour Plan if applicable	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Dated field photos of current conditions with photo keymap. (Google street view images are not accepted)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

\* The additional reviews as needed

\*\* Reference materials can be requested during the pre-submittal meetings or downloaded from LADOT's Reference Library website - <https://ladot.lacity.org/businesses/temporary-traffic-control-plans/reference-library>

### LADOT's Expectation on Design Engineering Plans

Type of Plans	Circumstance/Situation	Plan Review Responsible Division
Restoration Signing and Striping Plan	<p>Restoration Signing and Striping Plans are required for any installation that involves left-turn channelization, or lane lines, barrier lines or centerlines involving convergences, divergences, tapers, curves not parallel to curb lines or offsets. Striping plans identify all other traffic control devices.</p> <p>Plans more than two years old prior to installation should be newly reviewed for any change in field conditions; appropriateness of the proposed striping design previously approved; and application of current design standards. Where changes are necessary, a superseding plan or revision shall be prepared.</p>	Metro Programs Division
Restoration Traffic Signal Plan	<p>Restoration Traffic Signal Plans are required for new signals, relocation of signal hardware, changes and modifications in signal hardware, interconnection, communication, overhead signs, electric signs, variable message signs, beacons, traffic monitoring cameras, detection or changes in traffic islands, curb lines, signal phasing and significant relocation of pavement marking features.</p> <p>Plans more than two years old prior to installation should be newly reviewed for: any change in field conditions; appropriateness of the proposed signal design previously approved; and application of current design standards. Where changes are necessary, a superseding plan or revision shall be prepared.</p>	Metro Programs Division
Long Term Worksite Traffic Control Plan (WTCP)	WTCPs are required for any long-term construction staging longer than 72 hours.	Metro Programs Division
Temporary Traffic Signal (TTS)	If a work zone affects a signalized intersection's equipment, operation or markings a TTS will be required	Metro Programs Division
Professionally Prepared Short Term WTCP (WATCH Manual / CA MUTCD and S-488.1 Standard Plan)	<p>Implementation of Temporary Traffic Control Plan (TTCP) for less than 72 hours when</p> <ul style="list-style-type: none"> <li>• three or fewer applications of the WATCH or/and CA MUTCD</li> <li>• TTCP is similar to the circumstances covered under LADOT standard plan</li> </ul>	Major Construction Temporary Traffic Control Division
Engineer Designed Short Term WTCP (Engineer of Record Required)	<ul style="list-style-type: none"> <li>• Implementation of Temporary Traffic Control Plan for less than 72 hours with four or more applications of the WATCH or/and CA MUTCD</li> <li>• Thru traffic directed through Left Turn Signal Phasing or restrictions of Protected Only Left</li> <li>• Turn or Right Turn Phasing, Full or Directional closure of a Boulevard I, Boulevard II, Avenue I, Avenue II, or Avenue III</li> <li>• Shifting of traffic across Double Yellow Center Line on a Boulevard I, Boulevard II, Avenue I, Avenue II, or Avenue III</li> <li>• Where engineering judgement dictates that the complicated nature of the traffic control requires establishment of Engineer of Record for the design</li> </ul>	Major Construction Temporary Traffic Control Division

**CITY OF LOS ANGELES**  
**TRANSIT LIGHTING DIVISION - BUREAU OF STREET LIGHTING**

**INSTRUCTION:** Please check each box of the submittal stage to indicate you have completed the specified task. Your check in each box is verification that you are acknowledging the task has been completed. Any unchecked task or falsely checked task might warrant for rejection of the submittal.

**PROJECT TITLE:** \_\_\_\_\_

**SUBMITTAL CHECK LIST**

**W.O. #:** \_\_\_\_\_

	Items	30%	60%	85%	100%	AFC
1	Submit a copy of Basis of Design	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Submit two (2) set of street lighting plans with record engineer information.(Full size)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Submit a copy of street improvement plans, (Half size)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	On a disk or thumb drive, submit digital files of all the discipline's plans, digitals copies of any other items including completed checklists, a copy of AGI lighting calculation that includes roadway, sidewalk and Traffic Conflict Area (TCA). Also please fill out calculation check list for your lighting design. (See attached)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Submit a copy of signal plans.(Half size)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Submit a copy of substructure map, if necessary. (Min. size 11x17)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Submit a copy of architecture and landscape plans. (Min. size 11x17)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Submit voltage drop calculations		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Transmittal letter with your submittal.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10						
11	OTHERS:					

Prepared By (Pvt. Engr.): \_\_\_\_\_ Date: \_\_\_\_\_

Checked By (BSL): \_\_\_\_\_ Date: \_\_\_\_\_

*This checklist is only a **minimal requirement** in assisting the street lighting design engineer to develop a complete Street Lighting Plan set. In an attempt to obtain an expeditious plan review and to minimize redline comments, Metro or its representative (Project Street Lighting Designer) shall check off items completed in the submittal. Additional checklist items or design requirements may be requested by the City on a case-by-case basis.*

**CITY OF LOS ANGELES**  
**TRANSIT LIGHTING DIVISION - BUREAU OF STREET LIGHTING**

**INSTRUCTION:** Please check each box of the submittal stage to indicate you have completed the specified task. Your check in each box is verification that you are acknowledging the task has been completed. Any unchecked task or falsely checked task might warrant for rejection of the submittal.

**PROJECT TITLE:** \_\_\_\_\_

**PLAN LAYOUT CHECK LIST**

**W.O. #:** \_\_\_\_\_

	Items	30%	60%	85%	100%	AFC
1	Use BSL Transit Lighting Division plan format	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Show the latest GENERAL, SUPPLEMENTAL, and PROPOSITION 218 Notes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Check plan layout with 1"=20' scale.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Show corrected plan & graphic scale & North arrow.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Check and inform others if project overlapping occurs.	<input type="checkbox"/>	<input type="checkbox"/>			
6	Check project scope and location with Street improvement plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Show street lighting station number to match with street improvement plan.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Check or create all applicable Delta Notes.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Check and show substructure line(s) and details, if there no civil plans or there are conflicts with substructures.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Show right-of-way dimensions for roadway, parkway, and existing or proposed driveway(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Show key map with 1"= 500' on BSL front sheet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Fill out P.M.#, Council Distict #, # of Electrolier & A.P.N. #.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Verify Record Engineer's. LOGO & R.E. Seal, signature & date.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	OTHERS:					

Prepared By (Pvt. Engr.): \_\_\_\_\_ Date: \_\_\_\_\_

Checked By (BSL): \_\_\_\_\_ Date: \_\_\_\_\_



*This checklist is only a **minimal requirement** in assisting the street lighting design engineer to develop a complete Street Lighting Plan set. In an attempt to obtain an expeditious plan review and to minimize redline comments, Metro or its representative (Project Street Lighting Designer) shall check off items completed in the submittal. Additional checklist items or design requirements may be requested by the City on a case-by-case basis.*

**CITY OF LOS ANGELES**  
**TRANSIT LIGHTING DIVISION - BUREAU OF STREET LIGHTING**

**INSTRUCTION:** Please check each box of the submittal stage to indicate you have completed the specified task. Your check in each box is verification that you are acknowledging the task has been completed. Any unchecked task or falsely checked task might warrant for rejection of the submittal.

**PROJECT TITLE:**

**DESIGN CHECK LIST**

**W.O. #:** \_\_\_\_\_

	Items	30%	60%	85%	100%	AFC
1	Street names	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Existing and proposed City ROW, Metro ROW, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Stations to match with civil and other discipline's plans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Show existing street lighting system including plan number, pole type, luminaire type and size, conduit size, and station number.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Determine type of electrolier and luminaire to match with surrounding area or propose new equipment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Specify the proposed street lighting equipment and complete the material list.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Show the proposed street lighting system complete with corrected station number, conduit size, delta note(s), and symbol(s). (All symbols shall match with legend on standard Transit Division BSL front sheet)		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Show all existing and proposed street lighting services with load information within the project area.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Show the series circuit diagram and load if the scope of work involves existing series circuit.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Verify and specify street lighting pole to match with City of Los Angeles Department of Transportation's equipment if there is a combination pole.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Check clearance of minimum 5' from proposed or existing driveway.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

12	Provide 15 ft pedestrian light clearance and 20 ft street light clearance from street trees.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Check clearance of minimum 5' from fire hydrant, power pole, handicap ramp, or catch basin.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Show the sidewalk detail and request for a sidewalk easement if the sidewalk is less than 6'.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Check the proposed electrolier location(s) for any conflicts with underground or overhead. Contact appropriate agencies to get information and resolve the conflict, if any.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	Create a special delta note(s) for special equipment or condition.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Verify the proposed lighting system based on the lighting calculation and existing conditions.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	Verify service locations with "service request" response from DWP.			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19	Verify service information with "service confirmation" response from DWP.				<input type="checkbox"/>	<input type="checkbox"/>
20	Provide dimension's on the plan for roadway and sidewalk widths		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Use the LABSL Metro project CAD title block template		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	Submit lighting calculation AGI file(s) to BSL.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	Show the detail drawings of proposed non-standard street lighting poles on the last sheet(s) of street lighting plan.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	Verify design complies to all BSL Design Directives. See <a href="https://lalights.lacity.org/business/directives.html">https://lalights.lacity.org/business/directives.html</a>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Prepared By (Pvt. Engr.): \_\_\_\_\_ Date: \_\_\_\_\_

Checked By (BSL): \_\_\_\_\_ Date: \_\_\_\_\_

*This checklist is only a **minimal requirement** in assisting the street lighting design engineer to develop a complete Street Lighting Plan set. In an attempt to obtain an expeditious plan review and to minimize redline comments, Metro or its representative (Project Street Lighting Designer) shall check off items completed in the submittal. Additional checklist items or design requirements may be requested by the City on a case-by-case basis.*

**CITY OF LOS ANGELES**  
**TRANSIT LIGHTING DIVISION - BUREAU OF STREET LIGHTING**

**INSTRUCTION:** Please check each box of the submittal stage to indicate you have completed the specified task. Your check in each box is verification that you are acknowledging the task has been completed. Any unchecked task or falsely checked task might warrant for rejection of the submittal.

**PROJECT TITLE:**

**TEMPORARY LIGHTING DESIGN CHECK LIST W.O. #:** \_\_\_\_\_

	Items	30%	60%	85%	100%	AFC
1	Street names		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
2	Existing and proposed City ROW, Metro ROW, etc.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
3	Stations to match with civil and other discipline's plans		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
4	Show existing street lighting system including plan number, pole type, luminaire type and size, conduit size, and station number.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
5	Determine temporary electrolier and luminaire to match with existing lighting condition.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
6	Specify the proposed temporary lighting equipment and complete the material list.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
7	Show the proposed temporary lighting system complete with corrected station number, overhead wire connections, conduit (if any), delta note(s), and symbol(s). (All symbols shall match with legend on standard Transit Division BSL front sheet)		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
8	Show all existing and proposed street lighting services with load information within the project area.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
9	Show the series circuit diagram and load if the scope of work involves existing series circuit.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
10	Verify and specify temporary lighting pole to match with City of Los Angeles Department of Transportation's equipment if there is a combination pole.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
11	Check clearance of proposed or existing driveway.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
12	Check clearance for ADA compliance.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

13	Check clearance from fire hydrant, power pole, handicap ramp, or catch basin.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
14	Verify design complies to all BSL Design Directives. See <a href="https://lalights.lacity.org/business/directives.html">https://lalights.lacity.org/business/directives.html</a>		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
15	Check the proposed electrolier location(s) for any conflicts with underground or overhead. Contact appropriate agencies to get information and resolve the conflict, if any.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
16	Create a special delta note(s) for special equipment or condition.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
17	Verify the proposed temporary lighting system based on the lighting calculation and existing conditions.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
18	Check if temporary pedestrian paths, if any, meet lighting requirements and if temporary pedestrian lighting is needed.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
19	Verify service information with "service confirmation" response from DWP.				<input type="checkbox"/>	<input type="checkbox"/>
20	Provide dimension's on the plan for roadway and sidewalk widths		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
21	Use the LABSL Metro project CAD title block template		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
22	Submit lighting calculation AGI file(s) to BSL.		<input type="checkbox"/>		<input type="checkbox"/>	
23	Submit voltage drop calculations		<input type="checkbox"/>		<input type="checkbox"/>	
24	Check for required vertical clearance and compliance.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
25	Show any special detail that is needed to facilitate the temporary lighting proposal.		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>

Prepared By (Pvt. Engr.): \_\_\_\_\_ Date: \_\_\_\_\_

Checked By (BSL): \_\_\_\_\_ Date: \_\_\_\_\_

*This checklist is only a **minimal requirement** in assisting the street lighting design engineer to develop a complete Street Lighting Plan set. In an attempt to obtain an expeditious plan review and to minimize redline comments, Metro or its representative (Project Street Lighting Designer) shall check off items completed in the submittal. Additional checklist items or design requirements may be requested by the City on a case-by-case basis.*

# CITY OF LOS ANGELES

## TRANSIT LIGHTING DIVISION - BUREAU OF STREET LIGHTING

### CALCULATION CHECK LIST

W.O.# \_\_\_\_\_

PROJECT TITLE: \_\_\_\_\_

BUREAU OF STREET LIGHTING ILLUMINATION STANDARD (REFERENCE: IES/ ANSI RP-8 June 27, 2000)

#### ROADWAY

#### SIDEWALK

STREET NAME	CLASSIFICATION		Width	Horiz. Illum. (fc)			Uniformity Ratio			Width	Horiz. Illum. (fc)			Uniformity Ratio			Electrolier Type/ MH Arm Lgth	Lum. Dist. Type	Lamp Watt/ Type	Config. Type and Max. Space.
	Rdwy	Area		IES Rec.	ENGR. Calc.	BSL Calc.	IES Rec.	ENGR. Calc.	BSL Calc.		IES Rec.	ENGR. Calc.	BSL Calc.	IES Rec.	ENGR. Calc.	BSL Calc.				

**Roadway** L-local S-secondary  
 Class: C-collector M-major  
 SH-scenic hwy

**Pedestrian** High-commercial  
 Activity: Medium-intermediate  
 Low-residential

**Lamp** LED - Light Emitting Diodes  
 Type: HPS-high press. sodium LPS-low press. sodium  
 MH-metal halide FL-fluorescent  
 MV-mercury vapor

**System** S-staggered  
 Config.: O-opposite  
 OS-one-sided

**Distribution** MC2-medium cut-off type II  
 Type: MC3-medium cut-off type III



## STREETSLA SUBMITTAL CHECKLIST

**Required comprehensive plans: complete submittal including civil plans,  
street lighting plans, traffic and utilities plans**

<b>Date of submittal:</b>		<b>Contact Phone:</b>
<b>Submittal level:</b>		
<b>Project Title:</b>		
<b>Landscape Architect:</b>		<b>Contact Email:</b>

**PURPOSE**  
This submittal checklist is intended to assist the Landscape Architect (LA) in preparing planting and irrigation plans, to facilitate an expeditious plan review, and to minimize redline comments. The Applicant or its representative (Project LA) shall check off items completed and included in the submittal package. Additional information may be requested by the City as required on a case-by-case basis.

**INSTRUCTIONS**  
This checklist is to be completed by the registered LA responsible for the quality control and coordinated review of the Construction Documents. All fields must be filled with either an "X" for required items included in the submittal ("IP" for items in-progress or "MET" for completed items) or "N/A" for items not applicable to the scope of work. Any questions related to the applicability of a listed item should be clarified with the City during pre-submittal meetings.  
Submit two (2) sets of half-size plans, digital pdf, and a copy of this checklist signed by a registered landscape architect in charge of the project. Incomplete submittals that do not include this checklist will be returned without review.

*Conform to the City's landscaping standards, guidelines, including but not limited to BOE Street Design Manual, Standard Plans, Supplemental Street Design Guide; StreetsLA's Guidelines for Landscape Improvements Within the Street Right-of-Way, Parkway Landscape Guidelines and other applicable federal, state, and codes that are used by the City including the State of California Streets and Highways Code, the State Model Water Efficient Landscape Ordinance, City of Los Angeles Municipal Code, the Standard Specifications for Public Works Construction (the Greenbook) etc.*

PLA			GENERAL - ALL LANDSCAPE SHEETS				SUBMITTAL LEVEL				
N/A	IP	MET					30%	60%	85%	100%	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	Drafting shall be prepared per LABOE CAD Standards. <a href="https://eng2.lacity.org/techdocs/CADSTDS/CADD_Standards1_1.pdf">https://eng2.lacity.org/techdocs/CADSTDS/CADD_Standards1_1.pdf</a>				✓	✓	✓	✓
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	Titleblock: refer to Template and Samples. <a href="https://eng2.lacity.org/techdocs/CADSTDS/B_permits_templates.htm">https://eng2.lacity.org/techdocs/CADSTDS/B_permits_templates.htm</a>				✓	✓	✓	✓
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3	Drafting symbols for culture per S-623				✓	✓	✓	✓
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4	Symbols for Construction Notes per S-627				✓	✓	✓	✓
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5	Show only "Construction Notes and Planting Legend" <b>applicable to each sheet</b>				✓	✓	✓	✓
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6	All text shall be Arial Vertical font with a minimum size of 1/8"				✓	✓	✓	✓
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7	Show Legend, north arrow, graphic scale (preferred 1"=20') and match lines (with stations). Refer to CAD Standards, see #1 above. Larger scale desired for clarity in planting/section details.				✓	✓	✓	✓
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8	Label street names and all existing and proposed property lines, easements, and dedications on all plans, street stations, elevations, and sections as applicable. Indicate any CalTrans, Metro R/W, or LA County R/W, as applicable.				✓	✓	✓	✓
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9	Show all streets, curbs, sidewalks, accessible ramps. Show right-of-way dimensions for roadway, parkway, driveway including pedestrian access route (PAR) Indicate elements behind the property line that may be in conflict with proposed improvements (private trees, Building entries/walkways, gates, architectural screens, fire safety stand-pipes, awnings, eaves, etc.)				✓	✓	✓	✓
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10	Show existing and proposed buildings, structures, retaining walls, fences, utility (line weights and line types per CAD Standards), paved areas and other site improvements. This include subgrade, at-grade, and overhead utilities (street light poles, utility poles, guy-wire anchors, traffic signal poles, traffic control signage, fire hydrants, utility cabinets, bus stop signage, transit furniture, utility/pull boxes/vaults, vents, architectural lighting, sidewalk roof/property drains, catch basins, meter boxes, bollards, benches, trash cans, etc. in a screened back layer for reference.				✓	✓	✓	✓
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11	All elements shown on landscape plans must be coordinated across all design disciplines. For example, tree well station and size should be consistent with those indicated on Civil, Traffic Plans etc., and street light locations should be consistent with those indicated on street light plans.				✓	✓	✓	✓
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12	Miscellaneous: Show existing and proposed bike racks, bollards, hand rails, planters (raised pots), non-bus stop furniture, hardscape (pavers, fountains, sculptures, monuments, river rocks etc.), tree grates, non standard tree wells, continuous pressurized irrigation lines/systems (in tree wells, parkways, etc.), nonstandard non-vegetative groundcover, landscape lighting, etc. Drainage capture devices (planter liners, drainage plates, etc) specified for raised planters and pots. Revocable permit required.				✓	✓	✓	✓

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13	Show existing trees; including trees 50' beyond project/construction limits. Tree & landscape removal shall be call out on civil/demolition or civil/street plans.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14	Trees to be preserved/protected, trimmed and rootpruned must be indicated in the civil plans [hardscape element]. <b>Any tree work must be permitted - refer to Notice to Contractor.</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	15	Stamp and signature of the registered landscape architect and date on all sheets with the firm name, address, telephone numbers on the cover sheet.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

<b>OK</b>	<b>MET</b>	<b>TITLE SHEET S-621</b>			<b>30%</b>	<b>60%</b>	<b>85%</b>	<b>100%</b>
-----------	------------	--------------------------	--	--	------------	------------	------------	-------------

<input type="checkbox"/>	<input type="checkbox"/>	1	Project Title	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	2	Vicinity Map	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	3	Key Map	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	4	Index to Sheets	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	5	Notice to Contractors (NTC) - notes shall be listed in the order shown. Standard planting, landscape, inspection, and acceptance notes shall be included on plans. Tree removals, tree preservation, tree wells, and street furniture standard notes must be shown on civil plans. <a href="https://engpermits.lacity.org/bpermits/bdocs/ntc_2013.pdf">https://engpermits.lacity.org/bpermits/bdocs/ntc_2013.pdf</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

**TREE REMOVAL PERMIT IS REQUIRED - refer to Notice to Contractor, tree removal application & checklist.**  
<https://bsspermits.lacity.org/>

**Tree Removal Application submission should be coordinated based on project construction schedule. Application requires to be submitted minimum 120 working days to process before a Tree Removal Permit is issued.**

**The final decision (approval or denial) will be made at the board hearing. Removal Permit expires 6 months or as determined by the Board of PW. No permit extension**

<b>N/A</b>	<b>IP</b>	<b>MET</b>	<b>PLANTING PLANS: TREES &amp; LANDSCAPE</b>			<b>30%</b>	<b>60%</b>	<b>85%</b>	<b>100%</b>
------------	-----------	------------	--	--	--	------------	------------	------------	-------------

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	Planting plans to show existing and proposed trees & landscape. Existing improvement – dashed lines, Proposed – solid lines. Include typical dimensioning of trees from street lights and trees from infrastructure distances/clearances noted on #5 below.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	Show and call out existing, remodel, and proposed tree well locations and sizes, in both landscape and civil plans. New & remodel tree wells will be designated with dark, solid lines. Close all unused vacant tree wells. The corresponding station of each tree well cover shall be shown on the plan. Show all stations to two decimal places.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3	Show the required 2:1 replacement trees for each tree removal per Tree Removal Permit.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
				<i>NOTE: With the exception of tree planting work only [e.g. offsite tree planting - planting outside the sidewalk project limit], all submittals must include a comprehensive set, that consist of Street Improvements Plans and other disciplines involved; including but not limited to Street, Traffic Signal, Street Light, etc. Offsite tree planting/replacement to occur upon issuance of the tree removal permit.</i>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4	Show tree and plant canopy symbol on plan: 80% of the mature canopy for proposed tree and actual canopy for existing trees.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5	Tree planting shall comply with set back distance identified in UFD's Tree Spacing Guidelines <a href="https://engpermits.lacity.org/bpermits/bdocs/bss_docs/BSS_TREE_SPACING_GUIDELINES.pdf">https://engpermits.lacity.org/bpermits/bdocs/bss_docs/BSS_TREE_SPACING_GUIDELINES.pdf</a> and page 15 of DOT Manual of Policies & Procedures <a href="https://ladot.lacity.org/sites/default/files/documents/application-and-design-for-striping-channelization-special-signing.pdf">https://ladot.lacity.org/sites/default/files/documents/application-and-design-for-striping-channelization-special-signing.pdf</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6	The proposed tree locations/species shall NOT be in conflicts with underground or overhead utilities.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7	If double row trees on R/W is proposed, trees placement shall follow StreetsLA guideline for Public Right of Way Double Row of Trees [provided by StreetsLA]. Revocable permit required.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8	Tree grates: 30" center opening, or larger as directed by StreetsLA/UFD depending on tree specie and/or existing tree trunk. Revocable permit required for all tree grates. Tree grates must be per BOE Standard Plan S-601, require testing and approval by BOE/DSIG, or listed in the BOE's <a href="#">Approved Products List</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9	Convenient strip of 18" from back of curb is required at parking zone and bus zone. [S-450]. Call out in both civil & landscape plans.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10	Show existing plant materials, indicating whether it is to be preserved in place or replaced.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11	Per City of LA Parkway Landscape Guidelines, proposed plant materials in parkways must be lower than 36" in height at full maturity. <a href="https://engpermitmanual.lacity.org/construction-permits/technical-procedures/04-parkway-landscaping">https://engpermitmanual.lacity.org/construction-permits/technical-procedures/04-parkway-landscaping</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12	Per City of LA Parkway Landscape Guidelines, proposed plant materials installed within the 45' visibility triangle at street intersections must not exceed 24" in height at full maturity for safety of motorists, pedestrians and bicyclists.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13	Per City of LA Parkway Landscape Guidelines, proposed plant materials installed within five feet (5') of a driveway/walkway and within the first 20 feet of an alley must not exceed 24" in height at full maturity for visibility purposes.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>



<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14	Per City of LA Parkway Landscape Guidelines, house walk (paved walkway across improved parkway of 48" in width) at every 25' interval (min.) is required for continuous parkway at parking zone. Call out in both civil & landscape plans.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15	Show sufficient setback (full on-center spacing) along the edge of pavement/walks/curbs.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16	Legend summarizing botanical & common name, quantity and size of all plant materials; categories of water needs per WUCOLS, height and width at maturity, on center plant spacing, planting detail references.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17	Plants species which is poisonous, noxious, has rigid spines or thorns are not allowed.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18	Do Not Plant Invasive Plant Species. Reference <a href="https://www.cal-ipc.org/">https://www.cal-ipc.org/</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19	Submit two stamped and signed copies of Tree Protection Plans showing trees designated for preservation in construction zone, clearly indicate determination of critical root zone, tree protection fencing, etc. Tree protection plan to be prepared by a tree expert (as defined by the LAMC 17.02).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20	Provide an agronomical Soil Management Report per State Ordinance Section 492.5 prepared by a certified agronomic soils laboratory. This report to be scanned and inserted on plans. The landscape architect shall make necessary adjustments to the design plans based on the report.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>N/A</b>	<b>IP</b>	<b>MET</b>	<b>BUS STOPS - CITY TRANSIT FURNITURE</b>				<b>30%</b>	<b>60%</b>	<b>85%</b>	<b>100%</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	Show to scale the existing bus stop signs and bus pads in civil/street and landscape plans and show associated/affected existing above & underground utilities. <b>Coordination with StreetsLA Sidewalk &amp; Transit Amenities Program (STAP) also required for temporary work to occur within 5 feet of any City STAP [incl. Public Amenity Kiosks (PAK), etc.]</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	Show to scale the relocated & new bus stops/pads in civil/street and landscape plans with associated/affected new above & underground utilities.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3	Show & label Bus Stop Signs (separate pole or mounted on BSL poles) Coordinate with the bus operators & DOT for placement of bus stops;	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4	Show bus stop boarding area with reference to bus stop sign. If the bus zone is designed for more than one bus, a wheelchair loading zone must be provided for each bus.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5	Show the relocation of City's managed Transit Furniture per the layout provided by StreetsLA (benches, transit shelters, litter receptacles, public amenity kiosks, etc.). Show distances/ dimensions from the transit furniture to the bus stop sign/curb face/property line and any above ground features.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6	Show trees and lights at bus zones	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7	Show future transit furniture at existing or new bus stops: Call out by others: a rectangle - a minimum clear length for transit amenities and accessibility: 32' clearance by full width of sidewalk and clear of conflicts below finished grade.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<b>N/A</b>	<b>IP</b>	<b>MET</b>	<b>IRRIGATION PLANS</b>				<b>30%</b>	<b>60%</b>	<b>85%</b>	<b>100%</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	Legend shall include: distinct symbol, description, manufacturer name and model number, and detail reference for all equipment of the irrigation system.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	Show layout of irrigation system: point of connection (psi static water pressure ), water meter, backflow prevention device, pressure regulator, automatic controller, main and lateral lines with pipe sizes, valves(gallons per minute), sprinklers, bubblers, drip emitters, quick couplers where applicable.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3	Abbreviated irrigation legend shown on all irrigation plan sheets.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	4	Compliance with the State of California, Model Water Efficient Water Ordinance (MWELO) is required for: a. New construction projects with total landscape area equal to or greater than 500 square feet in size. b. Rehabilitated landscape projects with total landscape area of 2,500 square feet or larger.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5	Location and type of Water Quality Management BMPs LID, if applicable. Refer to Green Street Flowcharts. Plans clearly delineate where landscape based stormwater design features are located throughout the site. Place curb or header around landscape-based stormwater features for easy identification when combined with or adjacent to non-stormwater landscape	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6	Non potable water system: If yes, contact LADWP for recycled water connection and its requirements. Require approval from LACounty Health Dept.						
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	a.	Include notes	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	b.	Purple pipe, purple warning tape, reclaim water signs (provide detail), purple valve box, purple tag sinde valve box.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	c.	Purple cap on head/rotors, reclaim water label on controller enclosure cover	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	d.	LA County Health Dept. permit application no.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	7	Parkway: Each property owner must have a separate P.O.C., backflow preventer, and a separate controller per DWP Water Meter Requirements. Revocable permit required for pressurized irrigations.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8	Parkway: Show call out indicating the controller and backflow preventer are located on the private property.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	9	Parkway: Reverse sidewalk/parkway configuration [consult w/BOE]. Revocable permit required.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10	Design and specify the irrigation system and equipment per the "Irrigation Within Public Right-of-Way Note" on all irrigation plan sheets. Reference: <a href="https://engpermits.lacity.org/bpermits/bdocs/bss_docs/BSS_IRRIGATION_WITHIN_THE_PUBLIC_RIGHT_OF_WAY_NOTE.pdf">https://engpermits.lacity.org/bpermits/bdocs/bss_docs/BSS_IRRIGATION_WITHIN_THE_PUBLIC_RIGHT_OF_WAY_NOTE.pdf</a>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	11	Provide optimum pressure for irrigation system and provide pressure loss calculation for each point of connection.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	12	Irrigation connections (sleeving/mainline/laterals) across public streets and alleys, between individual medians, and between parkways and medians are not permitted. [DWP]	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>N/A</b>	<b>IP</b>	<b>MET</b>	<b>Median Islands</b>		<b>30%</b>	<b>60%</b>	<b>85%</b>	<b>100%</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	13	Coordinate with elected officials, community stakeholders, and City Depts (BOE, BSL, BSS, BOS, DWP, etc.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	14	Medians ≤ 5 feet wide, measuring from the outside face of curb installed with concrete/decorative paving/or cobble set in concrete only. Maximum height of landscape boulders is 36 inches. [DOT's Polices of Medians and Tree Installation]	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	15	Median islands 7 ≥ 5 feet wide, measuring from the outside face of curb planted with non-tree landscaping. [DOT]	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16	Median Islands ≥ 7 feet wide, measuring from the outside face of curb (6' planting space including trees). Planted trees should be centered, 50' from the nose of median island near an intersection. [DOT]	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	17	Maximum plant height in medians is ≤ 36 inches at maturity, ≤ 24 inches at maturity within the first 10' of the median (if not paved). [DOT]	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	18	No fixed objects (trees, boulders, monument signs, artwork, etc) within 50 feet of the approach to a Stop sign or signalized intersection nor within 25 feet of the departure from such intersection. Minimum 2 foot set back required from the outside edge of fixed objects to the outside face of the adjacent curb. [DOT]	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	19	All median landscaping, including street trees, shall be irrigated by a fully automatic irrigation system, complete with backflow preventer that meets all local codes.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	20	Each median shall have individual controller, meter, and backflow preventer.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<b>N/A</b>	<b>IP</b>	<b>MET</b>	<b>MAINTENANCE</b>		<b>30%</b>	<b>60%</b>	<b>85%</b>	<b>100%</b>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1	BOE Revocable Permit Requirement (RPR) Letter and relevant Routing Transmittals (refer to BOE's Revocable permit website for list of nonstandard elements). The R-Permit will be issued by BOE prior to Approved for Construction (AFC) plans.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	Each design package submittal to the Department of Public Works, shall be accompanied by an exhibit delineating maintenance responsibilities at each respective review cycle starting with the 60% design submittal. Clearly indicate each responsible entity (if there are more than one within project limits) and the limits of each maintenance boundary.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3	The applicant shall submit adjacent property's "Permission to Plant and/or Care of Street Tree" for offsite trees or proof of community outreach to StreetsLA within the project limit.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
		<b>MET</b>	<b>PLANS REVISION (Engineering Change Instruction ECI, or Notice of Design Change NDC)</b>					
		<input type="checkbox"/>	1	All plans revised after the original approval shall be resubmitted for review and approval. The nature of the revisions must be called out on the cover sheet and on the sheet(s) which have been revised. The revision number itself shall consist of a numeral within a triangle. ▽ Changes on each plan sheet shall be highlighted with "clouding".				
		<input type="checkbox"/>	2	All revised sheets to be re-sealed, signed and dated.				

**Part D - Bureau Of Street Lighting Plan Review/Approval Process**

**CITY OF LOS ANGELES  
BUREAU OF STREET LIGHTING**



**PLAN REVIEW/APPROVAL PROCESS  
FOR MTA PROJECTS**

**DEPARTMENT OF PUBLIC WORKS  
BUREAU OF STREET LIGHTING  
TRANSIT LIGHTING DIVISION**

1149 South Broadway, Suite 200  
Los Angeles, CA 90015

## **REQUIREMENTS FOR VARIOUS STAGES OF STREET LIGHTING SUBMITTALS FOR MTA PROJECTS**

### **INTRODUCTION**

These guidelines describe the plan check process for street lighting plans submitted by MTA to the Bureau of Street Lighting (BSL) for review/approval. Street lighting plans shall be prepared in accordance with BSL's approved design standards prior to final plan approval.

### **PLAN CHECK PROCESS**

Plans are processed from the initial submittal (30%) to final approval (AFC) in five stages:

- I. Preliminary Engineering Plans - 30% Submittal
- II. 60% Submittal
- III. 85% Submittal
- IV. 100% Submittal
- V. Approved for Construction (AFC) Submittal

Metro may submit a 15% Conceptual Submittal at their discretion. At this stage, BSL will generally review scope of work for street lighting impacts, potential improvements, and required construction. BSL will also provide Metro's consultants with City's design guidelines and standards.

As mentioned in the Master Cooperative Agreement (MCA) between the City of Los Angeles and the LACMTA, submittal comments shall be provided within a 20 Working Day turnaround time. Review clock will start the following Working Day after a complete set of hard copies are delivered.

Per MCA, submittals can be rejected within seven Working Days if the submittal is incomplete or does not meet design stage requirements.

A formal submittal to BSL for each of the five stages shall include hard copies of the following:

- (a) 1 copy of Technical Specifications (30% STAGE, REQUIRED TO BE APPROVED AT THIS STAGE)
- (b) 2 copies of full size Street Lighting plans (ALL STAGES)
- (c) 2 copies of 1/2 size plans of all disciplines (i.e. Civil, Traffic, Striping, Landscaping, Utilities, Street Lighting, etc...) (ALL STAGES)
- (d) 1 copy of 1/2 size plans of any reference drawings (i.e. bridge plans, etc...) (ALL STAGES IF THERE ARE UPDATED PLANS)
- (e) 1 hardcopy/electronic copy of AGI lighting calculations (60% STAGE, AND SUBSEQUENT STAGES IF ANY DESIGN CHANGES)
- (f) 1 copy of voltage drop calculations (60% STAGE, AND SUBSEQUENT STAGES IF ANY DESIGN CHANGES)
- (g) 1 CD or USB with all electronic files of the required items listed above (60% STAGE, AND SUBSEQUENT STAGES IF ANY DESIGN CHANGES)
- (h) Signed copy of the design review checklist by LACMTA or LACMTA Contractor's acknowledging compliance with the design review checklist.

## **I. PRELIMINARY ENGINEERING STAGE (30%)**

Proposed street lighting systems shall be designed in compliance with City Standards and requirements. The submitted Street Lighting plan shall include the design checklist items along with:

1. BSL's Metro Project standard title sheet with all the standard notes and material list. Any special lines and symbols should reference the plan legend.
2. Design plan shall include the existing street lighting system identified with as-built plans, pole types, stations, luminaire types, and existing electrolier numbers. It shall also include existing conduit, service information, and Right-of-Ways.
3. Provide a conceptual design of the new street lighting system, which also must be coordinated with design plan submittals to other City disciplines.
4. If applicable, required easement, street vacation, and dedication should be identified prior to this submittal stage.

## **II. 60% SUBMITTAL STAGE**

In addition to Preliminary Engineering Stage requirements, this submittal stage shall include the design checklist items along with the:

1. Proposed electroliers with stations. The design must be supported with lighting calculations (performed with AGI program).
2. Material list on the plan must correctly summarize all the proposed electroliers and luminaires types and quantities.
3. AGI file that contains all the lighting calculations.
4. Street lighting service information must be stated on the plan along with the existing and new load for each service.
5. Voltage drop calculations (not to exceed 5%) should be submitted for all effected circuits.
6. Delta notes, series circuit diagrams, wiring diagrams, and any special details for non-standard equipment must be stated on the plan.

Upon BSL's approval of the 60% submittal, revised plans shall be submitted to LADWP for "Service Location Request". If applicable, any required maintenance agreement or revocable permit must be initiated by Metro. BSL shall initiate the Proposition 218 compliance process.

## **III. 85% SUBMITTAL STAGE**

In addition to the 60% Submittal Stage requirements, this submittal stage shall include the design checklist items along with:

1. Corrected plans should include any comments from DWP.
2. Copy of DWP's "service location request" response.
3. Any special conditions or requests that were not submitted during the 60% stage.
4. If applicable, updates for any easement, revocable permit, maintenance agreement, etc. that effects the progression of the plan approval. Existing and potential maintenance agreements must be located and properly identified on the plan.

5. Plans should include all structural details, connections, and special delta notes that are required for the approval of the street lighting plan. Provide ADA compliance with the existing and proposed street improvements. Verify boundaries and right of ways by cross referencing with the Civil plans.

Upon BSL's approval of the 85% submittal, revised plans shall be submitted to LADWP for "Service Confirmation Request".

#### **IV. 100% SUBMITTAL STAGE**

In addition to the 85% Submittal Stage requirements the design checklist items ,implement all LADWP Service Confirmation notes and provide BSL a copy of the LADWP Service Confirmation approval. At this stage, all required calculations of illumination levels and uniformity ratios for the proposed lighting system should be complete. Cross reference with plans from other Bureaus and Departments for any and all possible conflicts.

#### **V. AFC SUBMITTAL STAGE**

In addition to the 100% Submittal Stage requirements, all notes, comments, concerns, maintenance agreements, street dedications, street vacations, easements, etc. shall be finalized. Approved Traffic Signal and Civil plans are required prior to signature of Street Lighting plans.

#### **Note:**

- **Over-the-shoulder (OTS) meetings are strongly encouraged to minimize multiple iterations of submittals. After each stage of review, joint-comment-resolution (JCR) meetings must be conducted to go over comments.**
- **The Parties acknowledge the BSL internal review and approval processes are subject to change. If a proposed change may modify the requirements or obligations of LACMTA or the City under the MCA, the change will need to be mutually agreed, formalized, and documented in accordance with the terms of the MCA to take effect as a contractual obligation and LACMTA will not be obliged to comply with any such change unless and until it is mutually agreed, formalized, and documented in accordance with the terms of the MCA.**

## EXHIBIT 8– SUPPORT OF EXCAVATION

### **Part A – Support of Excavation and Geotechnical Instrumentation Review Procedure**

#### 1. **Introduction**

1.1 LACMTA intends to obtain the City's acceptance of the following:

- (a) Design of Support of Excavation, which includes the support of the adjacent City-owned infrastructure, street decking and the support of City-owned Utilities; and
- (b) scope of Geotechnical Instrumentation to be installed (type, number, and location),

through the procedures described in this Exhibit 8. The procedures described in this Exhibit 8 are intended as a collaborative effort between LACMTA and the City throughout the planning, Design and Construction of SOE in the Public Rights-of-Way for a Subject Transportation Project.

1.2 Prior to establishment of the Construction cost of a Subject Transportation Project involving SOE in the Public Rights-of-Way, the criteria, specifications, requirements, terms, and conditions to be included in the relevant LACMTA Contract(s) with respect to the Support of Excavation and Geotechnical Instrumentation, will be reviewed jointly by LACMTA and the City, and revised to reflect the project-specific approval process defined in this Exhibit 8. The intent of such review is to assure the City that the SOE, street decking, support of Utilities, and the Geotechnical Instrumentation for the Subject Transportation Project will be Designed and Constructed in a manner satisfying the City Standards applicable to the Subject Transportation Project under Section 4.5 (City Standards) of this Agreement and Applicable Law. In accordance with this process, the City's review during Final Design together with the approved Independent Design Check will be limited to an Administrative Approval without the City undertaking a detailed engineering review.

1.3 The City's review of Geotechnical Monitoring Data from the Geotechnical Instrumentation is not a part of the Administrative Approval. During Construction of the Subject Transportation Project, the City's review of Geotechnical Monitoring Data from monitoring of the Geotechnical Instrumentation will be done through a formal submittal process. LACMTA's contractor will provide the City with access to a web-based database having near real-time data and current monthly data reports for the City's review and approval. LACMTA will coordinate with the City through monthly instrumentation coordination meetings to resolve any City review comments related to Geotechnical Monitoring Data.

1.4 In summary, this Exhibit 8 describes a step-by-step process for the City's involvement with respect to any SOE in the Public Rights-of-Way to construct LACMTA-owned facilities during the Design, and Construction phases of a Subject Transportation Project. This Exhibit 8 only applies to those Subject Transportation Projects that involve SOE in the Public Rights-of-Way and any references to "Subject Transportation Projects" in this Exhibit 8 shall mean those Subject Transportation Projects involving an SOE in the Public Rights-of-Way.

1.5 Administrative Approval of the Design of Support of Excavation, Design of street decking, Design of support of City-owned Utilities, and scope of geotechnical instruments in no way relieves LACMTA or the LACMTA Contractors of any responsibilities and liabilities associated with the Design and Construction of the Support of Excavation, and its impacts on adjacent properties and City Facilities.

#### 2. **Exhibit 8 Definitions**

Unless the context otherwise requires, capitalized terms not otherwise defined in this Exhibit 8 shall have the meanings assigned to them in Article 12 (Definitions and Interpretation) of this Agreement. In addition, the following capitalized terms shall have the following meanings:

**"Administrative Approval"** means, with respect to a Subject Transportation Project, the formal written action taken by the City during Final Design which will include an IDC as required but which will be given without undertaking further detailed engineering review, whereby the City accepts the specific Final Design and

Construction of any SOE in the Public Rights-of-Way on the basis that the Parties jointly agreed the applicable contract terms included in the Procurement Documents for the Subject Transportation Project in accordance with Section 1.2 above and LACMTA and the LACMTA Contractors performed the Design and Construction work for the Subject Transportation Project in accordance with those agreed terms. As described in Section 1 above, an Administrative Approval will apply to the Design of Support of Excavation, which includes the street decking and the support of City-owned Utilities and the scope of geotechnical instruments to be installed (type, number, and location), but will not apply to the City's review of Geotechnical Monitoring Data from the Geotechnical Instrumentation

**"Administrative Approval Checklist"** means, with respect to a Subject Transportation Project, the checklist agreed between LACMTA and the City prior to the establishment of the Construction cost for that Subject Transportation Project and containing the list of items that, when "reviewed" as conforming to the ACE Design Documentation, become the basis for the City to provide the Administrative Approval of the Final Designs. A sample Administrative Approval Checklist is included in Part B of this Exhibit 8.

**"Construction Management Support Services" or "CMSS"** means, with respect to a Subject Transportation Project, the professional services retained by LACMTA to support management of the relevant LACMTA Contract(s) for the Construction of the Subject Transportation Project.

**"Engineering Management Support Services" or "EMSS"** means, with respect to a Subject Transportation Project, the professional services retained by LACMTA to support engineering during Final Design and Construction. EMSS may be provided by the same entity responsible for the ACE Design Documentation. These professional services are sometimes referred to as Design services during Construction.

**"Geotechnical Instrumentation"** means, with respect to a Subject Transportation Project, the devices or methods used to measure settlement or heave, lateral displacement, load on structural members, tilt, groundwater levels, and other parameters.

**"Geotechnical Monitoring"** means the comprehensive program required by LACMTA for any Subject Transportation Project involving underground Construction work, pursuant to which the applicable LACMTA Contractor is required to install geotechnical instruments at the beginning of Construction to monitor the adjacent City Facilities and enable LACMTA to monitor the performance of excavations to verify that actual performance is within acceptable limits or, if not, to inform the LACMTA Contractor to modify Construction to ensure stable excavations meeting performance criteria.

**"Geotechnical Monitoring Data"** means, with respect to a Subject Transportation Project, any data obtained as part of Geotechnical Monitoring of the Subject Transportation Project.

**"Independent Design Check" or "IDC"** means, with respect to a Subject Transportation Project, an independent design check to assure the adequacy of the Design for the SOE:

- (a) including the review of geotechnical information as related to the Design of the Support of Excavation and earth pressure diagrams; structural review on lateral supports; street decking where present; and Utility supports;
- (b) performed by an independent engineering specialist in SOE design and construction engaged by LACMTA or a LACMTA Contractor but not involved or affiliated with the firm preparing the Design for the SOE; and
- (c) that is stamped and signed by the California-licensed professional engineer or structural engineer responsible for the review.

**"Metro Rail Design Criteria" or "MRDC"** means the design criteria prepared by LACMTA for the Design of its rail projects and that are incorporated into the applicable LACMTA Contracts.



3. **Prior Agreement of the Criteria, Specifications, Requirements, and Contract Terms and Conditions**

- 3.1 Prior to establishment of the Construction cost of a Subject Transportation Project involving excavations in the Public Rights-of-Way, the City will review the criteria, specifications, requirements, and contract terms and conditions that are to be included in the relevant LACMTA Contract(s) with respect to the Support of Excavation and Geotechnical Instrumentation. For each such Subject Transportation Project, the City will provide LACMTA with a formal acknowledgement that, with respect to the SOE, street decking, support of utilities, and the Geotechnical Instrumentation, the City Standards applicable to the Subject Transportation Project under Section 4.5 (City Standards) of this Agreement and Applicable Law are satisfactorily incorporated into the Construction contract.
- 3.2 The scope of the Geotechnical Instrumentation for each Subject Transportation Project will be collaboratively determined between the City and LACMTA prior to the establishment of the Construction cost for the Subject Transportation Project. Types, number, and locations of instruments, which the City determines necessary to adequately monitor its impacted City Facilities, will be identified and will be formally approved by the City. With this City-approved scope of Geotechnical Instrumentation prior to the establishment of the Construction cost for the Subject Transportation Project and subsequently the Final Design conforming to what was agreed, the City shall provide Administrative Approval of the Final Design for the Geotechnical Instrumentation. To account for potential changes in project conditions, LACMTA will include in the LACMTA Contract(s) for the Construction of the Subject Transportation Project a method to add instruments where justified and agreed by LACMTA.
- 3.3 The project-specific approval process for the criteria, specifications, requirements, and contract terms and conditions that are to be included in the relevant LACMTA Contract(s) with respect to the Support of Excavation and Geotechnical Instrumentation includes the City review and City acceptance of the following elements:
- (a) any drawings that are relevant to SOE and street decking including support of City-owned Utilities;
  - (b) any drawings that are relevant to scope of the Geotechnical Instrumentation and Geotechnical Monitoring Program specifying the minimum required geotechnical/structural instrumentation for the Subject Transportation Project with prescriptive locations, types, and numbers of instruments;
  - (c) Design criteria and requirements for street decking including support of City-owned Utilities;
  - (d) site-specific geotechnical reports including geotechnical design parameters for lateral support of cut-and-cover excavations;
  - (e) protection criteria for City-owned Utilities and City Facilities affected by cut-and-cover excavations within the limits of observation;
  - (f) Geotechnical Instrumentation and Geotechnical Monitoring action plan, including:
    - (i) confirming alert/action levels;
    - (ii) notifying process for when allowable limits are exceeded; and
    - (iii) identifying remedial actions and a resolution process;
  - (g) the City Standards applicable to the Subject Transportation Project under Section 4.5 (City Standards) of this Agreement and Applicable Law with respect to SOE, street decking, support of Utilities, and the Geotechnical Instrumentation;
  - (h) finalized project-specific Administrative Approval Checklist for the above items and to be used during the Final Design of the Subject Transportation Project;

- (i) confirmation of the inclusion of the portions of Section 5 of the MRDC (current version at the time of issuance of the Procurement Documents) that are relevant to SOE;
- (j) confirmation of the inclusion of the 'Metro Rail Standard Drawings' (current version at the time of issuance of the Procurement Documents) that are relevant to SOE including:
  - (i) Structural Standard Drawing Nos. SS-000 to SS-006; and
  - (ii) Utility Standard Drawings;
- (k) confirmation of the inclusion of project-specific general requirements and technical requirements listed below:

Section	Title
01 31 03-DB or 01 31 03-PDB (as applicable)	Design Management Requirements -D/B or Design Management Requirements -PDB (as applicable)
01 31 31	Utility Coordination
01 43 10 or 01 43 30 (as applicable)	Project Quality Management System – D/B or Project Quality Management System – PDB (as applicable)
01 53 05	Temporary Decking System
01 71 24	Preconstruction Surveys
31 09 01	Construction Monitoring Program
31 09 13	Geotechnical Instrumentation and Monitoring
31 23 19	Dewatering
31 50 00	Excavation Support Systems
31 51 00	Tieback Anchors
31 57 01	Protection of Existing Structures
33 01 00	Operation and Maintenance of Utilities

#### 4. Final Design and Construction Phase

##### 4.1 Background

- (a) As acknowledged under this Agreement, LACMTA utilizes and intends to utilize many different Project Delivery Methods to develop and implement its Transportation Projects, including design/bid/build, design/build, progressive design/build, public private partnerships, and construction manager/general contractor. Regardless of the Project Delivery Method, the Design Documentation for a Subject Transportation Project is typically prepared progressively in Packages. Each Package is generally prepared for specific structures, such as a transit station, guideway, or ancillary underground structure.
- (b) The SOE is typically a stand-alone Design for each excavation, such as an excavation for a transit station. LACMTA follows industry practice with the applicable LACMTA Contractor being responsible for SOE regardless of the Project Delivery Method. The Designs for street decking and support of Utilities Design will be included in the Package for the Design for the SOE.
- (c) The Design Development process for a Subject Transportation Project typically includes submittals to LACMTA for review of Designs at successive levels of completion: 60%, 85%, 100%, and Approved for Construction. Designs for SOE, which are for temporary works, not permanent LACMTA structures, have less submittals, typically preliminary, 100%, and AFC Design. Administrative Approval by the City would apply only to the AFC Design submittal. All submittals, including the required IDCs will be provided to the City once they are reviewed and approved by LACMTA's qualified project team (including the consultants performing EMSS and CMSS) for verification of compliance with the scope,

criteria, specifications, requirements, and contract terms and conditions for the SOE, street decking, support of Utilities, and the Geotechnical Instrumentation that were agreed by the City and LACMTA prior to the establishment of the Construction cost for the Subject Transportation Project, as described under Section 3 above. All submittals prior to the AFC Design level also will be provided to the City for record only, but any City advisory comments on any submittals prior to the AFC Design level, related to the checklist, will be addressed by LACMTA.

#### 4.2 Final Design

- (a) The Administrative Approval process relies on prior agreement between LACMTA and the City on the documents that define the technical approach for the Design and Construction of the SOE, street decking, support of Utilities, and the Geotechnical Instrumentation for the Subject Transportation Project before establishment of the Construction cost for the Subject Transportation Project. These documents are the draft scope, criteria, specifications, requirements, and contract terms and conditions for the SOE, street decking, support of Utilities, and the Geotechnical Instrumentation for the Subject Transportation Project that form or are intended to form, the basis of the relevant LACMTA Contract(s), including the City Standards applicable to the Subject Transportation Project under Section 4.5 (City Standards) of this Agreement, Applicable Law and the other elements listed under Section 3.2 above.
- (b) Later, during Final Design of the SOE, street decking, support of the City-owned Utilities, and scope of Geotechnical Instrumentation for the excavations, the City shall conduct Administrative Approval as set out below in this Section 4.2. Administrative Approval will rely on confirmation from LACMTA that LACMTA and the LACMTA Contractors have followed the process agreed with the City prior to establishment of the Construction cost for the Subject Transportation Project.
- (c) Throughout Final Design, the City's involvement includes working closely with the LACMTA project team (including the LACMTA project manager and the consultants performing EMSS and CMSS) who will be reviewing all submittals by the applicable LACMTA Contractor and providing support to the Administrative Approval process.
- (d) Scope of City involvement during Final Design:
  - (i) Administrative Approval of the applicable LACMTA Contractor's Design Documentation for SOE based on the Administrative Approval Checklist, and an IDC that provides further validation of the Design for SOE;
  - (ii) Administrative Approval of the applicable LACMTA Contractor's Design Documentation for street decking, based on the Administrative Approval Checklist;
  - (iii) Administrative Approval of the applicable LACMTA Contractor's Design Documentation for support of City-owned Utilities, based on the Administrative Approval Checklist; and
  - (iv) Administrative Approval of the applicable LACMTA Contractor's scope of Geotechnical Instrumentation in compliance with the pre-approved plans agreed by LACMTA and the City prior to establishment of the Construction cost. If the Final Design Geotechnical Instrumentation plan relevant to the City Facilities being monitored has deviations in types, numbers, locations, or monitoring schedule, and/or if site conditions have changed from that represented in the drawings at the time of LACMTA and the City reaching that prior agreement, the City will be allowed a detailed engineering review of the specific elements of work which differ from previously approved scope.

All items on the Administrative Approval Checklist are to be considered independently. Any rejected item shall not impact the approval status of other items on the Administrative Approval Checklist.

#### 4.3 Construction

- (a) During Construction, LACMTA's EMSS and CMSS teams shall perform detailed technical reviews of all LACMTA Contractor submittals for the SOE, street decking, support of the City-owned Utilities, and Geotechnical Instrumentation. The consultant performing EMSS shall have on-site key staff who are knowledgeable in project-specific requirements for SOE, street decking, support of the City-owned Utilities, and Geotechnical Instrumentation. Staff of the consultants performing EMSS and CMSS shall have experience relevant to the Design and Construction of SOE, street decking, support of Utilities, and Geotechnical Instrumentation and Geotechnical Monitoring.
- (b) Scope of City involvement during Construction:
  - (i) detailed review of Geotechnical Monitoring Data:
    - (A) the City attends monthly meetings with LACMTA's project team; and
    - (B) the City reviews monthly Geotechnical Monitoring reports from the applicable LACMTA Contractor once approved by the LACMTA project team (including the consultants performing EMSS and CMSS);
  - (ii) City participation in the resolution of faulty instrument issues and action limit exceedances;
  - (iii) City participation in the resolution of SOE/ street decking/ support of Utilities/ Geotechnical Instrumentation design deviation and field changes from the scope, criteria, specifications and requirements for the SOE, street decking, support of Utilities, and the Geotechnical Instrumentation that were agreed by the City and LACMTA prior to the establishment of the Construction cost for the Subject Transportation Project, as described under Section 3 above;
  - (iv) site visits; and
  - (v) detailed review of the closeout of SOE and Geotechnical Instrumentation including:
    - (A) as-built drawings confirming and identifying pile cut-off depths, abandoned deep instrument anchors, and abandoned monitoring wells;
    - (B) as-built drawings of final Utility restoration or relocation;
    - (C) post Construction CCTV of City sewers and storm drains;
    - (D) resolution of open items ('Con Ad' job memos or 'NNCs'); and
    - (E) sign off on repairs to City Facilities if needed.
- (c) Design Documents (structural analysis, plans and specifications) prepared by the IDC evaluation process will be provided to the BOE for information only.

#### 5. Administrative Approval Checklist

- 5.1 As defined earlier, the Administrative Approval Checklist is a form that will be finalized and agreed between LACMTA and the City prior to the establishment of the Construction Cost for a specific Subject Transportation Project. More specifically, the Administrative Approval Checklist is a list of documents that the City needs to confirm as being completed.
- 5.2 The LACMTA Contract that is ultimately awarded to a LACMTA Contractor will include the project-specific Administrative Approval Checklists as agreed between the City and LACMTA. Part B of this Exhibit 8 includes a sample checklist that would be adapted to each specific project.

**Part B – Sample Form of Administrative Approval Checklist**

This sample Administrative Approval Checklist shall be adapted to the needs of each Subject Transportation Project.

<b>IMPORTANT NOTICE:</b>		
<p>(1) This Administrative Approval Checklist has been prepared in accordance with the Master Cooperative Agreement between LACMTA and the City dated [●] (the "<b>Agreement</b>"). Words defined in the Agreement (including in <u>Exhibit 8</u> of the Agreement) have the same meaning in this Administrative Approval Checklist.</p> <p>(2) This Administrative Approval Checklist is the basis for the City to provide Administrative Approval of the AFC Design for Support of Excavation, which includes street decking and Utility support, and Geotechnical Instrumentation by LACMTA or a LACMTA Contractor.</p> <p>(3) This Administrative Approval Checklist is in a form finalized and agreed between the Parties prior to the establishment of the Construction Cost for the Subject Transportation Project named below.</p>		
<b>Date:</b>	[Insert date]	
<b>Name of Subject Transportation Project:</b>	[Insert Project Name]	
<b>Applicable Station Site:</b>	[Insert name of the Applicable Station Site]	
<b>Reviewer:</b>	[Insert name and title of City Reviewer]	
<b>Approved</b>	<b>Item</b>	<b>Reference</b>
<input type="checkbox"/>	Contractor's SOE Design Documentation were reviewed and approved by LACMTA's qualified project team members (EMSS and CMSS) in compliance with pre-approved Subject Transportation Project contract requirements.	MRDC Section 5 LACMTA SS drawings TR 31 50 00 TR 31 51 00 TR 31 23 19
<input type="checkbox"/>	IDC for SOE Design was submitted by the LACMTA Contractor and reviewed by LACMTA's qualified project team members (EMSS and CMSS) in compliance with preapproved Subject Transportation Project contract requirements.	MRDC Section 5 LACMTA SS drawings GR 01 31 03 TR 31 50 00 TR 31 51 00
<input type="checkbox"/>	LACMTA Contractor's street decking Design Documentation were reviewed and approved by LACMTA's qualified project team members (EMSS and CMSS) in compliance with preapproved Subject Transportation Project contract requirements.	MRDC Section 5 LACMTA SS drawings GR 01 53 05
<input type="checkbox"/>	IDC for Street Decking Design was submitted by the LACMTA Contractor and reviewed by LACMTA's qualified project team members (EMSS and	MRDC Section 5 LACMTA SS

	CMSS) in compliance with preapproved Subject Transportation Project contract requirements.	drawings GR 01 31 03 GR 01 53 05
<input type="checkbox"/>	LACMTA Contractor's City Utility Support Design Documentation were reviewed and approved by LACMTA's qualified project team members (EMSS and CMSS) in compliance with preapproved Subject Transportation Project contract requirements.	LACMTA Utility Standard Drawings GR 01 31 31 TR 33 01 00
<input type="checkbox"/>	IDC for City Utility Support Design was submitted by the LACMTA Contractor and reviewed by LACMTA's qualified project team members (EMSS and CMSS) in compliance with preapproved Subject Transportation Project contract requirements.	MRDC Section 5 LACMTA SS drawings LACMTA Utility Standard Drawings GR 01 31 03 GR 01 31 31 GR 01 53 05
<input type="checkbox"/>	LACMTA Contractor's Geotechnical Instrumentation Design plan submittals were reviewed and approved by LACMTA 's qualified project team members (EMSS and CMSS) in compliance with preapproved Subject Transportation Project contract requirements and ACE Design Documentations. No deviations or field changes occurred from the applicable drawings in the Procurement Documents.	MRDC Section 5 LACMTA SS drawings TR 31 09 01 TR 31 09 13 TR 31 57 01 Project Building/Utility Protection Plans
<b>Other Comments:</b>		

\_\_\_\_\_  
City Checker

\_\_\_\_\_  
Date

## EXHIBIT 9- SPECIAL PERMITTING PROCESS

### Part A – Special Permitting Process General Requirements

1. **Special Permitting Process**
- 1.1 Pursuant to Applicable Law, LACMTA is not subject to zoning, building or design review, or construction permitting ordinances of the City when constructing its Subject Transportation Project in the Public Rights-of-Way.
- 1.2 Without prejudice to Section 1.1 above, the Parties agree that the following will apply with respect to any Subject Transportation Project:
  - (a) the Designs for any Rearrangements for a Subject Transportation Project will be submitted to the City for review in accordance with this Agreement;
  - (b) a Special Permitting Process as set out in this Exhibit 9 shall be utilized by the Parties to expedite City review of work performed by LACMTA or a LACMTA Contractor for Transportation Projects in the Public Rights-of-Way;
  - (c) except for Cost reimbursement expressly provided under a Work Order and the insurance requirements under Section 9.3 (Insurance) under this Agreement, the City shall waive the payment of fees for the permits identified in this Exhibit 9 and will not require the payment of fees or charges or the posting of bonds for or insurance by, LACMTA or any LACMTA Contractor for, any work performed under this Agreement;
  - (d) LACMTA shall obtain (or shall ensure that the applicable LACMTA Contractors obtain) any permits required under this Exhibit 9 under this Agreement;
  - (e) the City Design and Construction requirements set out in this Exhibit 9 are in addition to the general Design and Construction requirements set out in Sections 4.2 (Design Requirements) and 5.2 (Construction Requirements) of this Agreement;
  - (f) the Special Permitting Process as set out in this Exhibit 9, including any City Design and Construction requirements set out in this Exhibit 9, shall not be amended or supplemented except by mutual agreement of the Parties; and
  - (g) the affected City Council district office(s) will be engaged as set out in Section 3.7 of Part C (Early Involvement Procedures) of Exhibit 3 (Early Involvement) to discuss any concurrence required of: any exemptions to Peak Traffic Hour restrictions (under Section 7.4 of this Part A), extended working hours (under Section 7.5 of this Part A), and the application of the exemption from holiday season restrictions required to support the cost efficient and timely delivery of Subject Transportation Projects (under Section 7.6 of this Part A) or concurrence for Temporary Full Street Closures (under Section 23 of this Part A) and Permanent Street Closures (Street Vacation) (under Section 7.4 of this Part A).
- 1.3 For the avoidance of doubt, if the City Metro Transit Division directs LACMTA or a LACMTA Contractor to the public counter, the special permitting process set out in this Exhibit 9 will apply. If a Utility goes to the public counter on behalf of LACMTA or a LACMTA Contractor, the special permitting process set out in this Exhibit 9 will not apply.
- 1.4 Any reference to the LAMC or any other City Standard in this Exhibit 9 means those City Standards that were in effect and publicly available on the date of the advertisement of the applicable Procurement Documents and that are applicable to a Subject Transportation Project in accordance with Section 4.5 (City Standards) of this Agreement.

2. **Public Safety Review and Approvals**

To the extent required by Applicable Law, LACMTA and LACMTA Contractors shall obtain permits and comply with review and inspection requirements by the Los Angeles Police Department and Los Angeles Fire Department for each Subject Transportation Project.

3. **Notification of Rearrangements**

LACMTA or LACMTA Contractors shall be responsible for notifying the Bureau of Contract Administration prior to performing any Rearrangement of a City Facility or a Utility Adjustment within the Public Rights-of-Way as set out in the Special Permitting Process Notification Matrix.

4. **Accident and Emergency Notification**

LACMTA or the applicable LACMTA Contractor shall immediately notify the BCA, LADOT, and StreetsLA of any emergency or accident related to a Subject Transportation Project that impacts the operation of the City's surface street systems or requires an emergency street closure. The City shall immediately notify LACMTA of any emergency or accident related to the operation of the City's surface street systems or requiring an emergency street closure that impacts a Subject Transportation Project.

5. **Specific Design Requirements for Rearrangements**

5.1 **Surface Openings.** To the extent operationally and fiscally practical, LACMTA shall coordinate and locate surface openings, if any, to mitigate: (a) the effect on existing and proposed features of landscape and improvements per LAMC 62.03(a); and (b) public disruption; in each case after taking account of health and safety concerns. Placement of gratings in sidewalks will be avoided to the extent reasonably practicable; however, all other openings, such as mechanical access openings, shall be regularly permitted in sidewalks, provided such openings are enclosed. The location of openings and gratings shall be mutually agreed by the Parties.

5.2 **Private Projections in Public Ways.** If LACMTA determines that a private projection in, over or under any City Facilities or the Public Rights-of-Way must be removed to accommodate the Subject Transportation Project, LACMTA will issue a Work Order to the City and the City shall take all reasonable actions within its powers to require the elimination of such projections in accordance with any timelines agreed under the Work Order. If the City is not empowered to effect the removal of such projections, or if LACMTA otherwise elects, LACMTA will make its own arrangements for the removal of such projections. To the extent the cost of removal of such projections is not the responsibility of the private owner under Applicable Law, then LACMTA shall bear such costs of removal. The City will cooperate with LACMTA to minimize the cost to eliminate, move, remove or otherwise terminate projections.

5.3 **Revocable Permits**

A Revocable Permit is required for a non-standard improvement or Green Streets Standard Plans infrastructure associated with Transportation Projects within the Public Rights-of-Way. LACMTA or LACMTA Contractor shall initiate the application process by submitting a permit application in accordance with the requirements set out on the BOE website by the 60% Design phase and a responsible party for long-term maintenance shall be identified prior to the AFC Design. In rare exceptions, as mutually agreed by both Parties, where the Revocable Permit cannot be issued prior to AFC Design completion, the City will proceed to approve the AFC Design with the understanding that LACMTA and the City will continue to work toward the issuance of the Revocable Permit as quickly as possible, but no later than the City's acceptance of the Project by issuance of a Statement of Final Completion. Otherwise, all non-standard improvements that are not the responsibility of private property owners, shall be maintained by LACMTA or removed and the Public Right-of-Way restored to City Standards at no cost to the City.

A Revocable Permit is required for placement of underground structures or Utility lines to the extent required under LAMC 62.03.



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

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

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

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

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

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

- (a) runs parallel to the tracks of a Subject Transportation Project the Conflict Facility will be rearranged to a location away from the Project Right-of-Way to allow for placement of a shoring at a minimum of 9' horizontal distance from the outside rail to the edge of shoring closest to the rail.
- (b) crosses the tracks of a Subject Transportation Project, which shall be encased with pipes under railroad tracks per City Stormdrain Design Manual Figure G 613B, 10' from the outside rail on both sides and under the trackway. Any deviation from the agreement between the Parties shall be escalated in accordance with Section 2.5 (Issue Resolution).

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

## 6. **Construction Staging Plans**

### 6.1 **General Requirements**

- (a) LACMTA or the LACMTA Contractors shall develop a construction staging plan ("**Construction Staging Plan**") for any Construction work to be performed within the Public Rights-of-Way.
- (b) The City acknowledges that Construction work for a Subject Transportation Project to be performed by LACMTA or the LACMTA Contractors within the Public Rights-of-Way may be performed progressively under multiple contractual packages and the Construction Staging Plans described in this Exhibit 9 may, therefore, be prepared for each contractual package or for a portion of such Construction work.

- (c) A Construction Staging Plan shall provide, among other things, for:
  - (i) the handling of vehicular and pedestrian traffic, cyclist access and circulation on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (worksite traffic control plans and temporary traffic signal plan);
  - (ii) accessible routes for pedestrians with physical disabilities in compliance with Applicable Law;
  - (iii) actions to maintain access to businesses, schools and residences adjacent to the Construction areas, as possible, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the Traffic Management Plan;
  - (iv) elements of public awareness as well as mechanisms to assist affected parties in complaint resolutions; and
  - (v) the street lighting construction staging plans and traffic management plans as set out in Sections 6.2 and 6.3 below.
- (d) The City understands that LACMTA requires flexibility in the execution of Construction phasing and traffic management planning during Construction, and agrees to impose only the minimum requirements for traffic management planning and Construction sequencing that are necessary in order to provide for public health and safety (including pedestrian and vehicular safety), and functionality (including public and business access and circulation).

## 6.2 Street Lighting Construction Staging Plan

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

- (a) the safety and security at night-time of vehicular and pedestrian traffic on streets adjacent to Construction, with the street lighting Construction Staging Plans showing street closures, detours, lighting devices, circuit and power service connections, and other pertinent information; and
- (b) lighting levels to maintain safe access to businesses adjacent to the Construction areas, and to ensure safe circulation for pedestrian and vehicular traffic.

## 6.3 Traffic Management Plan

- (a) LACMTA and the City may agree that a street, highway, bridge or the other Public Rights-of-Way shall be temporarily or permanently closed for the necessity and convenience of the Subject Transportation Project. If agreed to, a Traffic Management Plan must be developed and submitted by LACMTA or the LACMTA Contractors, which shall provide, among other things, for worksite traffic control plans, temporary traffic signal plans, traffic-management plans, traffic detour plans and traffic circulation plans. LACMTA or the LACMTA Contractor will submit additional traffic plans prepared by licensed civil and traffic engineers registered in the State of California for work not already addressed in the approved Traffic Management Plan for review and approval.
- (b) WATCH Manual page references shall be acceptable as a form of traffic control plan and submittal.
- (c) LACMTA Contractors shall notify BCA, LADOT Area District Engineer or Major Construction Traffic Management Section of any required emergency street closure.

## 6.4 Review and Implementation of Construction Staging Plans

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

- (b) LACMTA (or the relevant LACMTA Contractor (as applicable)) may update a Construction Staging Plan after it has been approved by the City and must promptly submit each updated Construction Staging Plan to the City for review in accordance with Exhibit 7 (LACMTA Submittal Procedure).
- (c) LACMTA must, and must ensure that the LACMTA Contractors, implement and comply with each Construction Staging Plan which has been submitted to the City and which has been approved under Exhibit 7 (LACMTA Submittal Procedure).

**7. Work In Streets**

**7.1 General Requirements**

- (a) The Parties acknowledge that the City has the duties of supervising, maintaining and controlling streets, highways, and the other Public Rights-of-Way. Accordingly, LACMTA shall give the LADOT, BCA and StreetsLA ten Working Days' advance written Notice where Construction work is to be performed in the Public Rights-of-Way for approved street, traffic lane, or sidewalk closures.
- (b) LACMTA and the LACMTA Contractors shall take all appropriate actions to ensure safe performance of the Construction work within the Public Rights-of-Way. The City reserves the right to stop work if public health and safety is or will be compromised by such work.
- (c) If LACMTA or the LACMTA Contractor fails to perform any Construction work within the Public Rights-of-Way in accordance with the Final Design and/or Construction Staging Plans approved (or deemed approved) by the City under this Agreement then upon written Notice of the non-compliance from the City, LACMTA must cure or must ensure that the LACMTA Contractor cures, the non-compliance.
- (d) LACMTA or LACMTA Contractor shall post signage of approved street closures seven Working Days in advance of the street closures.
- (e) LACMTA or LACMTA Contractor shall post public notification signage of street parking restrictions three Working Days in advance of the restriction.
- (f) Where LACMTA or a LACMTA Contractor are performing Construction work on a part of the Public Rights-of-Way that is required for use or access for a special event, as agreed by the Parties, LACMTA or the LACMTA Contractor shall be responsible for restoring that part of the Public Rights-of-Way to create safe vehicular and pedestrian access during the special event.

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

LACMTA or LACMTA Contractor shall submit a Notice to the City to establish a TCTMC Impact Area, as applicable, and designate a representative to interface with TCTMC members and applicants. LACMTA or LACMTA Contractor shall respond to TCTMC applicant requests for coordination within three Working Days and work in good faith to coordinate and resolve any construction and traffic control conflicts.

**7.3 City Communication Facilities**

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

**7.4 Peak Traffic Hours**

Unless an exemption for a Subject Transportation Project is agreed in the Project Definition or otherwise approved by the City, LACMTA and LACMTA Contractors shall comply with the Peak Traffic Hour Restrictions set out in the LAMC Section 62.61. Peak Traffic Hours are Monday through Friday, 6:00am to 9:00am and

3:30pm to 7:00pm. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district.

#### **7.5 Extended Working Hours**

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

#### **7.6 Holiday Season Street Closure Restriction**

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

#### **7.7 Building Material Permits**

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

#### **7.8 Parking of Personal Vehicles**

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

#### **7.9 Street Damage Restoration Fee**

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

### **8. Temporary Facilities**

#### **8.1 LACMTA Facilities**

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

#### **8.2 City Facilities**

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by the City, the City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using

or erecting Temporary Facilities thereon; provided that, LACMTA shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the Rearrangement in its permanent location, the City shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the City and LACMTA agree to some other arrangement.

9. **Survey Monument**

LACMTA and LACMTA Contractors shall comply with Applicable Law related to survey facilities affected by the Subject Transportation Project, which may include benchmarks, monuments, corner ties, nail and tins, Public Rights-of-Way corners, boundary monuments and brass disks. LACMTA shall schedule a Project Meeting with the City Engineer of Surveys and the project surveyor to discuss monument preservation and monument reestablishment. LACMTA Contractors shall submit Construction survey tie notes for all points that may be disturbed. Post Construction survey monument ties shall be submitted to the City for approval prior to Final Inspection of the Subject Transportation Project.

10. **Underground Service Alert**

Prior to any commencement of underground work by LACMTA or LACMTA Contractor, an 'Underground Service Alert' shall be notified not less than two Working Days and no more than ten Working Days in advance of each excavation.

11. **Environmental Controls**

The Parties agree all Construction work including City-Performed Project Work performed pursuant to this Agreement shall comply with the environmental controls established by LACMTA in the LACMTA Contracts, including construction noise and vibration controls, pollution controls, nuisance dust, archaeological coordination and paleontological coordination. LACMTA Contractors shall remove Project-generated mud and dirt from haul routes, sidewalks, and other City streets pursuant to City Standards.

12. **Salvaged Materials**

The Parties may agree to salvage certain materials belonging to the City during the course of Rearrangement. If materials belonging to the City are to be reused, LACMTA's Contractor shall exercise reasonable care in removal and storage of such materials. Materials shall be inspected and stored until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused in a Rearrangement, but which the City desires to reclaim, may be recovered by the City staff within an agreed timeframe or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to the City. If materials removed by LACMTA are not reused and are not desired by the City, such materials shall become the property of LACMTA.

13. **Support of Excavation**

The Parties agree the review process and requirements for excavations and shoring shall be performed in accordance with Exhibit 8 (Support of Excavation).

14. **Bridges, Bridge Falsework and Above Ground Structures**

LACMTA and LACMTA Contractors shall submit designs for bridges, bridge falsework, and above ground structures spanning Public-Rights-of-Way including engineering calculations and supporting documentation to BOE for review. For bridges spanning within the Public Rights-of-Way not owned or maintained by the City, the BOE will review to ensure compliance with Applicable Law and [City Standards]. All LACMTA Submittals must be signed and stamped by a California Registered Civil Engineer.

15. **Temporary Decking or Plating**

15.1 LACMTA or LACMTA Contractors shall ensure that where required, temporary decking or plating in areas open for use by the public shall not be constructed of exposed timber and shall be designed for the posted

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

- 15.2 The decking surface shall have a minimum dynamic friction factor of 0.35 for skid resistance as measured by California Test Method No. 345, and a minimum static friction factor of 0.60 for slip resistance as measured by American Standards for Testing Materials C1028 to provide safe operating conditions for vehicular and pedestrian traffic under both wet and dry conditions.
- 15.3 The decking surfaces shall be tested for dynamic and static friction values by the City's Department of General Services for compliance with established [standards] as necessary. The end ramp profiles, methods of anchorage, decking/street drainage provisions shall be submitted to the BOE. Temporary curb installations shall be submitted to the BOE for approval and shown on the LADOT Traffic Control Plan for reference.
- 15.4 The decking surface conditions shall be installed and maintained per City Standard.

16. **Interruptions**

- 16.1 The Parties acknowledge that certain components of the work in a City-Located Section will require interruption of the City services. The Parties will agree upon a plan for any such interruptions and, subject to City approval of the plan, the City consents to scheduled interruption of services deemed necessary by LACMTA. LACMTA must provide the City prior Notice before the City services are interrupted.
- 16.2 LACMTA will notify affected parties, including residents, businesses, Council office, and other elected officials in advance of scheduled interruptions and will cooperate with the City to minimize interruption of the City services and resulting disruptions, provided that notification may be delayed where LACMTA is required to interrupt services in the event of emergency. Where the City determines that Temporary Facilities are necessary and appropriate, LACMTA shall accommodate this request.

17. **Inspection**

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

18. **As-Built Drawings**

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

**Los Angeles Sanitation & Environment**

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

- 19.1 LACMTA and LACMTA Contractors shall comply with Applicable Law for the discharge and testing of excess water into the City storm drain system.
- 19.2 LACMTA Contractors shall be responsible for notifying LASAN Clean Water Conveyance Divisions ("**CWCD**") at least ten Working Days' notice prior to performing any work on operating City sewers or storm drains.
- 19.3 The Parties acknowledge non-standard modifications or improvements may be required to relocate a sanitary sewer line, create special maintenance access to a sanitary sewer line and storm drain via clean-outs,

maintenance hole, or a new City Facility to mitigate the interference. Approval of modifications will be at the discretion of CWCD. In the event of an excavation and a sanitary sewer line or storm drain must be suspended, the Parties shall agree on the methodology for supporting the sanitary sewer line and allowable sagging during excavation in accordance with Section 4.6 (Changes to Design) of this Agreement.

20. **Wastewater Spills**

LACMTA and LACMTA Contractor shall:

- (a) provide an Emergency Spill Response Plan and Sewer Bypass Plan to the CWCD and must be approved by the CWCD prior to any sanitary sewer or storm drain modifications;
- (b) comply with Applicable Law for the disposal of wastewater spills caused during Construction, contaminated soil or water encountered during boring, excavation, and grading operations;
- (c) cease and desist the discharge of any potable water, wastewater, stormwater, dust mitigation water, or groundwater into the City sewer system in the event of a wastewater spill;
- (d) notify the CWCD and BCA of any spill in accordance with the Special Permitting Process Notification Matrix;
- (e) test potentially contaminated soil or groundwater and implement mitigation measure, as necessary; and
- (f) shall be responsible for the costs and liabilities related to a wastewater spill.

21. **Closed Circuit Television**

LACMTA and LACMTA Contractor shall perform pre-construction, post realignment (where applicable), and post construction Closed-Circuit Television ("**CCTV**") for any sanitary sewer or storm drain system modifications including:

- (a) Installation of new conveyance lines;
- (b) line encasement;
- (c) bedding setting, modification, or correction;
- (d) new maintenance hole or stormwater catch basin construction;
- (e) modifications to existing maintenance holes or stormwater catch basins;
- (f) new wye, saddle or lamphole connections, either temporary or permanent; and
- (g) all sanitary sewer lines, storm drain lines, maintenance holes, and stormwater catch basins above tunnelling alignments.

LACMTA or LACMTA Contractor shall be responsible for wastewater and stormwater conveyance facilities with the station SOE for the duration of Construction until the line can be properly set with approved bedding type. Post Construction CCTV shall be performed by the LACMTA Contractor with observance by BCA and submitted to CWCD for review.

22. **Low Impact Development**

- (a) LACMTA shall comply with the applicable components set out in LAMC Section 64.72, consistent with current stormwater and safety practices, the current MS4 permit, and the policies established by

the local Vector Control Districts, County Health Department, and Watermasters. No additional Low Impact Development ("LID")/stormwater requirements shall be imposed as a condition of approval.

- (b) LID elements shall be installed outside the Public Rights-of-Way and will be operated and maintained by LACMTA or LACMTA Contactor.
- (c) Voluntary Green Stormwater Infrastructure installed in the Pubic Rights-of-Way shall be performed under a Revocable Permit, and shall be operated and maintained in perpetuity by the adjacent property owner.

#### **Los Angeles Department of Transportation**

##### **23. Temporary Full Street Closures**

LACMTA or LACMTA Contractor shall perform temporary full street closures in accordance with the agreed upon requirements set out in the Project Definition for each Subject Transportation Project. LACMTA or LACMTA Contractor shall submit all required documentation in accordance with Section 6.2 (Specific Requirements – Traffic Management) of this Exhibit 9. Plans for full street closures shall be submitted at least 60 days prior to the proposed closure date. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district office.

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

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

#### **Los Angeles Bureau of Street Lighting**

##### **25. Street Lighting**

- 25.1 The Rearrangement of existing street lighting systems maintained or under the jurisdiction of the City (which may include the installation of new street lighting systems depending on illumination standards under the City Standards), may be necessary for the Construction, operation, and maintenance of a Subject Transportation Project or as part of a Rearrangement of another Conflicting Facility. Provided that LACMTA's Designs for any such Rearrangement of street lighting systems have been approved by the City, the City hereby consents to all removals, temporary installations, interruptions to existing lighting systems, reinstallation of existing lighting systems, and installation of new lighting systems, in accordance with those approved Designs. Any changes to Design must be completed in accordance with the Section 4.6 (Changes to Design) under this Agreement.
- 25.2 The Designs for affected street lighting systems maintained by or under the jurisdiction of the City, must be submitted to the City Bureau of Street Lighting for review and approval 20 days prior to the commencement of Construction on an existing street lighting system and in accordance with Part D (Bureau of Street Lighting Plan Review/Approval Process) of Exhibit 6 (Forms) to ensure compliance with the applicable City Standards and requirements.
- 25.3 Except as mutually agreed by the Parties, all lighting systems maintained by or under the jurisdiction of the City and within the Project Right-of-Way, in addition to all street lighting in the vicinity of the Project Right-of-Way and using the same circuit as the impacted street lighting systems within the Project Right-of-Way, shall be maintained and kept in operation at all times during Construction provided that:
  - (a) LACMTA will cooperate with the City to minimize interruptions to street lighting systems maintained by or under the jurisdiction of the City; and



- (b) the City will not unreasonably withhold its approval to interrupt service as necessary for the Construction, operation, or maintenance of a Subject Transportation Project.
- 25.4 If LACMTA proposes to maintain any street lighting in the Public Right-of-Way, LACMTA shall declare its intent to maintain as part of the 60% Design submittal to prevent any delay or alteration to the City's Proposition 218 compliance process. LACMTA shall bear all costs for any changes to maintenance responsibilities made after the 60% Design submittal.
- 25.5 LACMTA Contractors shall be responsible for notifying BCA and BSL within at least ten Working Days' notice prior to removing any existing street light from operation to allow the City and the LACMTA Contractor to assess the condition of the street light. If notification is not provided, all street lights will be assumed to be undamaged. In the event a street light contains traffic signal equipment, the LACMTA Contractor shall notify LADOT of the removal of the existing street light from operation.
- 25.6 LACMTA Contractors shall schedule a Construction Project Meeting with BSL no less than 30 days prior to the commencement of Construction of an existing street lighting system.
- 25.7 In the event of any damage caused by LACMTA or a LACMTA Contractor to a street lighting system maintained by or under the jurisdiction of, the City, the BSL and BCA must be contacted and all damage repaired as soon as reasonably practicable, under City inspection, by LACMTA or a LACMTA Contractor at no expense to the City. If the City is performing Construction work related to a street lighting system, then the City will be responsible for the repair of any damage caused by the City or a City Contractor.

**25.8 Traffic Control and Lighting**

LACMTA must provide the City prior Notice before conducting the traffic control and lighting work that will result in an interruption to service of traffic control devices or lighting systems and LACMTA shall cooperate with the City to minimize such interruption. LACMTA and the LACMTA Contractor shall require an electrician certified with the California Electrician Certification Program perform the traffic control and lighting Work under this Agreement.

**Bureau of Street Services ("StreetsLA")**

**26. Overload Permit and Haulage Routes**

- 26.1 LACMTA Contractors shall submit overload and haulage route plans that identify the proposed route, truck staging area, truck size, truck volume per hour and duration of the hauling operation to the City for review and approval no later than 30 days prior to commencing hauling operations. Upon submission of the haul route plans, the Parties will agree on haulage routes reasonably necessary to facilitate Construction and operation of a City-Located Section. Haulage routes will be authorized for 60 days with an option to renew for up to a six month period. If a change is required to an agreed haulage route, the Parties will negotiate in good faith to agree such change.
- 26.2 LACMTA Contractors shall submit haul route plans for review and approval to StreetsLA Investigation and Enforcement Division, LADOT, BOE and to the LADBS (for excavation on private property (not including LACMTA owned property) that exceeds 1,000 cubic yards).
- 26.3 LACMTA Contractors shall notify StreetsLA Investigation and Enforcement Division of areas with falsework, decking, excavation work or partial street closures that will affect approved haulage route and overload plans.
- 26.4 In conjunction with its contractors, LACMTA will be responsible for conducting public outreach to provide proper notifications to the affected communities prior to and during Construction complying with the approved final EIR/EIS documents.

27. **Tree Preservation**

LACMTA shall seek to preserve and protect the welfare of trees within the Project Site in accordance with City Standards and LACMTA board policy.

28. **Street Tree Permits**

As set out in this Exhibit 9, LACMTA or the applicable LACMTA Contractor will be required to obtain all applicable Street Tree Permits including tree planting, tree canopy pruning, tree root pruning and tree removal. For the removal of any tree (alive or dead) and the relocation of any tree located in the Public Right-of-Way necessary to construct, operate, or maintain a Subject Transportation Project and for the planting of any replacement trees. Approval may not be granted for all tree removal permit applications; the Board and/or StreetsLA will review the tree removal permit applications to ensure all design alternatives for tree preservation have been exhausted. LACMTA or LACMTA Contractor shall comply with the tree removal policy, application, and permit conditions inclusive the Board of Public Works' stipulations, including but not limited to sawcutting tree wells, promptly planting the offsite tree replacement trees following tree removals, etc. Tree removals, tree removal permit requirements, and tree replacement locations (tree wells/parkways), and tree species shall be shown and noted on the Designs for Rearrangements reviewed by the City.

29. **Tree Planting**

All tree planting (including ratios for tree planting) shall be carried out in accordance with the LAMC, any other applicable City Standards, and LACMTA board policy and with respect to each Subject Transportation Project, will be discussed as part of the Early Involvement Procedures. If there is a conflict between the LAMC, any other applicable City Standards, and LACMTA board policy and the Parties are unable to reach agreement on a resolution to such conflict, the issue will be escalated in accordance with Section Exhibit 2 2.5 (Issue Resolution Ladder).

30. **City Furniture**

The Parties acknowledge that to the extent a Rearrangement of transit furniture is required to which the City Sidewalk and Transit Amenities Program (STAP) or Bus Bench Program (BBP) apply:

- (a) LACMTA or LACMTA Contractor shall commence the Design of bus stop infrastructure at Early Involvement;
- (b) LACMTA or LACMTA Contractor shall Design and Construct the Rearrangement of bus stops in accordance with this Agreement and ensure the Design has adequate space for the City furniture;
- (c) LACMTA will pay the City's STAP or BBP Contractor (as applicable) to perform the Rearrangement work; and
- (d) LACMTA or LACMTA Contractor will provide the City STAP or BBP Contractor Notice per the City Notice to Contractor Notes which include the desired date to perform the Rearrangement.

31. **Bus Stops and Bus Layovers**

LACMTA or LACMTA Contractor shall include the impacted bus stops and bus layovers in the Design of Rearrangements during Early Involvement. LACMTA or LACMTA Contractor shall coordinate with bus stop operators and LADOT during the Design Phase to refine the Design of a Rearrangement to confirm impacted bus stop locations, bus layover locations, and bus zone lengths.

**Part B – Special Permitting Process Reference Table**

The Special Permitting Process Reference Table applies to Transportation Projects as set out in this Agreement, subject to any amendments made in accordance with the terms of the Agreement.

<b>Special Permitting Process (SPP) Permits, Fees and Charges</b>	
<b>Permits and Permit Fees</b>	
<b>A-Permits</b>	The payment of fees for the permits listed in this section are waived as the permit processing costs are processed in accordance with <u>Section 3.4 (Work Orders)</u> and the terms of this Agreement.
<b>B-Permits</b>	
<b>U-Permits</b>	
<b>Building Material Permits</b>	
<b>Revocable Permits</b>	
<b>Overload Permits</b>	
<b>Street Lane Closure Permits</b>	
<b>Storm Drain Connection Permits</b>	
<b>Street Tree Permits</b>	
<b>Low Impact Development Permits</b>	
<b>Industrial Waste Permit</b>	This permit shall be paid by LACMTA or LACMTA Contractor and issued by LASAN Industrial Waste Management Division in accordance with LAMC 64.30.
<b>Sewer Connection Permit</b>	This permit is a no fee permit and will be issued by BOE after LASAN determines the available sewer capacity, LACMTA obtains the necessary Industrial Waste Permit, and executes a payment agreement for the applicable SFC, TFUF, SCAR and SSC fees.
<b>Miscellaneous Fees</b>	
<b>Street Vacation Fees</b>	LACMTA or LACMTA Contractor shall be responsible for street vacation fees.
<b>Transportation Construction Traffic Management Committee Fees</b>	In accordance with <u>Section 3.6 (Permits)</u> of this Agreement, the City waives the payment of the listed fees.
<b>Plan Check Fees for Maintenance Activities</b>	LACMTA or LACMTA Contractor shall be exempt from fees related to maintenance activities during the Construction Phase or operation and maintenance phase for a Subject Transportation Project.
<b>Street Damage Restoration Fee</b>	LACMTA and LACMTA Contractors shall comply with LAMC 62.02 and pay the fee, if applicable. LACMTA shall not be subject

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

**Part C – LACMTA Submittal Review Period Exceptions**

**Important Notice:**

(1) The Parties acknowledge that the LACMTA Submittals listed below are not subject to the standard 20-Working Day LACMTA Submittal Review Period on the basis that they will require the Board of Public Works or City Council Committee review and approval or will otherwise require a longer review period.

(2) The City agrees to take reasonable action within its control to facilitate timely review of the LACMTA Submittals listed below.

<b>LACMTA Submittal</b>	<b>Department or Bureau</b>
Full Street Closure Request	BOE
Street Vacation	BOE
Sewer Connection Permit	BOE
Revocable Permits	BOE
Highway Dedication	BOE
Non Standard Materials Requiring Testing	BOE
Access, Safety, & Operational Analysis Review	LADOT
Connectivity Analysis	LADOT
New Signal Conflict Monitor	LADOT
New Signal Cabinet	LADOT
New Signal Controller	LADOT
TCR - Traffic Control Report	LADOT
New Street Lighting equipment evaluation	BSL
Industrial Waste Permit	LASAN
LID clearance	LASAN
Deviations via Streets Working Group & Street Standards Committee	DCP
Tree Removal Permit	StreetsLA
Tree Root Prune Permit	StreetsLA
Bus Bench and Bus Shelter removal / installation	StreetsLA

## EXHIBIT 10 - INSPECTION AND ACCEPTANCE PROCEDURE

### 1. Facility Requirements for Inspection Personnel

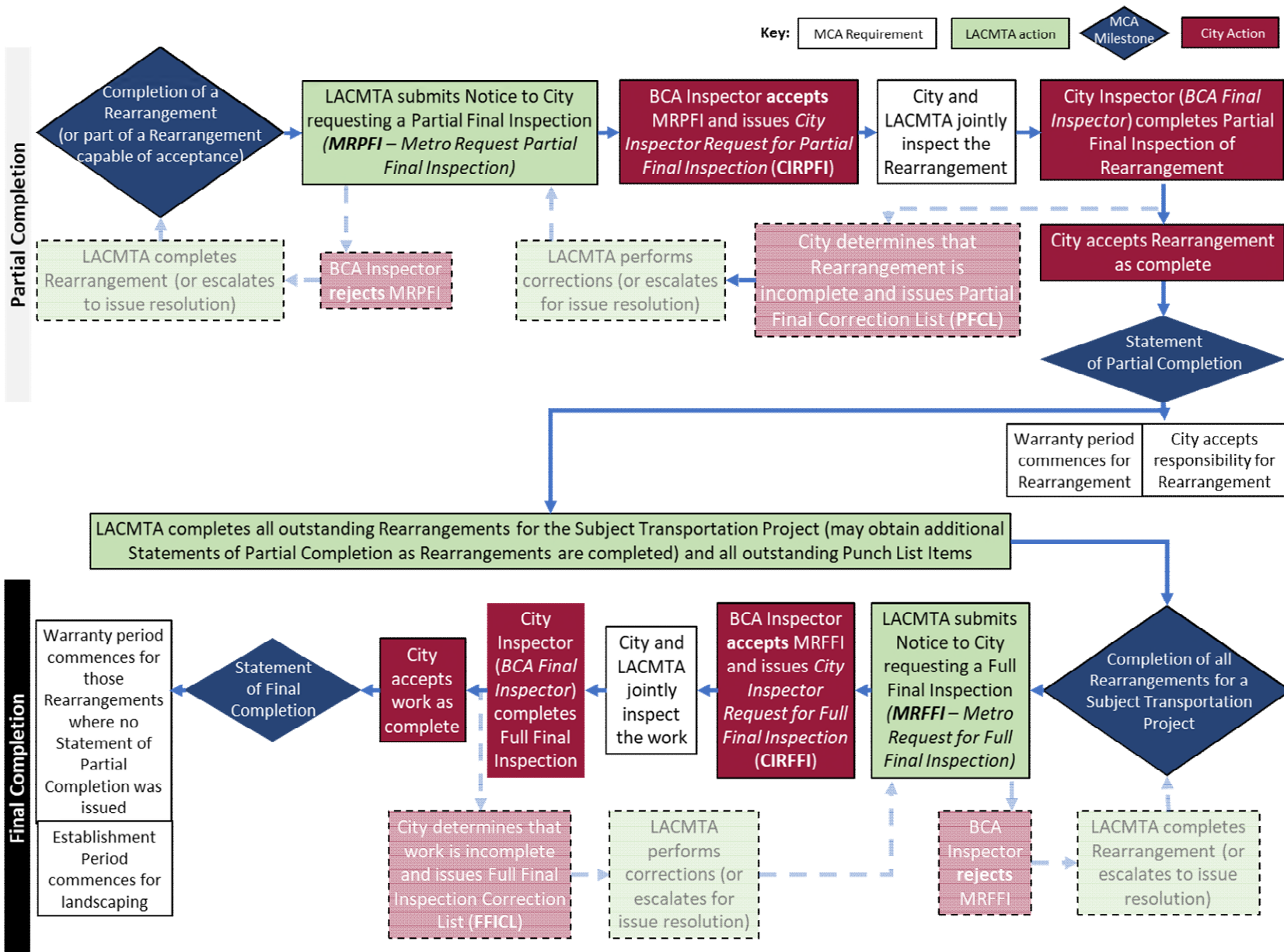
- 1.1 LACMTA shall provide a secure Field Office for each Subject Transportation Project for the City Inspector (and any engineering and inspection staff supporting the City Inspector in performing its roles and responsibilities under this Exhibit 10, to the extent that such supporting staff are reasonably required to be located at the Field Office) until the City Inspector issued the Statement of Final Completion.
- 1.2 LACMTA shall ensure the Field Office is furnished and contains one machine to print, scan, complete double-sided copying of 11" x 17" sheets in color. LACMTA shall be responsible for providing a reasonable amount of paper products, trash receptacles and drinking water for City staff.
- 1.3 LACMTA shall ensure the Field Office is regularly cleaned and maintained.

### 2. General Requirements for Completion of Work

- 2.1 City and LACMTA agree that all Rearrangements will conform to the applicable City Standards (as described in Section 4.5 (City Standards) of this Agreement) as they relate to inspection, sampling, and testing of City Facilities. LACMTA agrees to require adherence to such City Standards by the LACMTA Contractors performing any Rearrangements.
- 2.2 Notwithstanding City inspection or approval of any Construction of a Rearrangement, all work performed by either Party for Construction of a Subject Transportation Project shall be subject to LACMTA inspection and final approval. LACMTA may also inspect the Construction of Rearrangements to ensure that the work has been performed in accordance with the approved Designs and the terms of the applicable LACMTA Contract(s).
- 2.3 All Rearrangements performed by LACMTA or a LACMTA Contractor shall be inspected by the City. Such inspection services shall be authorized by LACMTA under an appropriate Work Order. The City shall provide inspectors dedicated to the Subject Transportation Projects who will be available throughout Construction of a Subject Transportation Project, at LACMTA's expense and as needed to support the Project Schedule for the Subject Transportation Project, to observe and inspect the Rearrangement of City Facilities so that upon completion of Construction, the City will have a basis for acceptance of the work. The City's inspectors shall cooperate and coordinate with the LACMTA Project Liaison and the applicable LACMTA Contractor(s).
- 2.4 The City's inspection shall also include planned field reviews for compliance with Construction Staging Plans, including the Traffic Management Plans. Inspection will involve the verification of the safety and adequacy of vehicular and pedestrian access and circulation immediately adjacent to the Construction area, and maintenance of appropriate access to directly affected businesses, as provided for in said plans.
- 2.5 All City Inspectors shall submit copies of daily written inspection reports as requested to LACMTA, each within 24 hours after the subject inspection. The City will remove and replace any City Inspector within 5 Working Days after LACMTA's request by Notice, for cause. If the City does not agree that there is cause for LACMTA's request, the issue may be escalated under Section 2.5 (Issue Resolution) of this Agreement.
- 2.6 At the inspections performed under this Exhibit 10, each Party shall inform the other in writing of any deficiencies or discrepancies in any work discovered in the course of such inspection. The City will provide immediate verbal notice of nonconformance to the LACMTA Project Liaison (or to such other LACMTA staff as may be designated by the LACMTA Project Liaison), followed by a written nonconformance notice delivered to the LACMTA Project Liaison not later than 24 hours after discovery. Likewise, LACMTA will provide immediate verbal notice of nonconformance in the Construction of a Rearrangement or City-Performed Project Work to the City Project Liaison (or to such other City staff as may be designated by the City Project Liaison), followed by a written nonconformance notice delivered to the City Project Liaison not later than 24 hours after discovery. Each nonconformance notice shall include an explanation of the resolution desired by the notifying Party. All nonconformance's with respect to City-Performed Project Work must be

corrected or resolved so that the Construction conforms to the requirements under Section 5 (Performance of City-Performed Project Work) of Exhibit 5 (City-Performed Project Work) of this Agreement.

- 2.7 As soon as the work of any specific Rearrangement has been completed (and tested when called for by the approved Design), the Party which performed the Construction work, shall notify the other Party in writing that the Rearrangement is ready for inspection.
- 2.8 The inspection and acceptance procedure described in this Exhibit 10 is depicted in the chart set out below. The chart is included for illustrative purposes only and if there is a conflict between the chart and the provisions of this Agreement or if the provisions of this Agreement provide more detail than that included in the chart, then the provisions of the Agreement will prevail.





### 3. **Materials Testing**

The City has the right to test materials incorporated into Rearrangements performed by LACMTA or a LACMTA Contractor. BCA has sole jurisdiction and responsibility for shop and batch plant inspection and/or material sampling and testing (collectively referred to as "**Shop Inspection**"). Shop Inspection cannot be approved, waived, or otherwise altered by any other City Department, Bureau, Division, or individual.

Shop inspection is required on all concrete and asphalt materials, and any items and equipment fabricated off-site, which are subject to Shop Inspection by BCA Materials Control Group. LACMTA or the LACMTA Contractor is responsible for contacting BCA Materials Control Group to schedule Shop Inspection. LACMTA or the LACMTA Contractor shall ensure that access to all BOE-approved submittals/shop drawings, specification sections, and applicable codes, relevant to the items being fabricated, are made available at the location of the sourced inspection.

For Shop Inspection within a 30-mile radius of the City, all requests for Shop Inspection shall be made by LACMTA or the LACMTA Contractor before noon of the Working Day prior to the requested Shop Inspection.

For Shop Inspection outside a 30-mile radius of the City, LACMTA or the LACMTA Contractor shall:

- (a) submit a request for approval to use third-party Shop Inspection to the BCA Materials Control Group in sufficient time in advance to make the required arrangements;
- (b) at LACMTA's cost, engage a BCA Materials Control Group-approved third-party inspection company; and
- (c) coordinate notification requirements with BCA Materials Control Group prior to requesting Shop Inspection.

LACMTA shall have access to samples used in testing, and the right to witness material testing and receive test reports at the earliest availability.

### 4. **Use of Improvements During Construction**

The City may take over and utilize all or any completed part of any Rearrangement, unless such utilization would interfere with Construction of the Subject Transportation Project. LACMTA must be given reasonable advance notice thereof and unless the Parties agree otherwise, such utilization will be deemed as issuance of a Statement of Partial Completion in accordance with this Exhibit 10. Any subsequent damage to the Rearrangement shall be City's responsibility unless caused by LACMTA or a LACMTA Contractor and LACMTA will not be required to re-clean such portions of the Rearrangement except for cleanup made necessary by the Construction of the Subject Transportation Project.

This Section 0 is not intended to apply in the case of the City's use of Public Rights-of-Way for special events, in accordance with the requirements set out in Section 7.1 (General Requirements) of Exhibit 9 (Special Permitting Process) of this Agreement.

### 5. **Statement of Partial Completion**

- 5.1 With the completion of a phase of Construction work that represents: (a) a completed part of a Rearrangement that is capable of being accepted in advance of completion of the whole of that Rearrangement; or (b) a completed Rearrangement for a Subject Transportation Project that is not interdependent on the remaining Rearrangements to be performed for a Subject Transportation Project, LACMTA may submit a Notice to the City requesting a partial final inspection by the City ("**Partial Final Inspection**") and Statement of Partial Completion. At the request of LACMTA, a Partial Final Inspection will be made by the Bureau of Contract Administration's Final Inspector ("**City Inspector**").

- 5.2 Upon issuance of a "Statement of Partial Completion", the City will accept responsibility for the protection and maintenance of all such items or portions of the Rearrangement work described in the Statement of Partial

Completion, and subject to Section 5.3 below, it is further understood that the warranty period under Section 9.2 (Warranty) of this Agreement will commence on the date of the "Statement of Partial Completion" with respect to all such items or portions of the Rearrangement work described in the Statement of Partial Completion.

- 5.3 Following issuance of a Statement of Partial Completion, LACMTA shall retain full responsibility for completion of the remaining Rearrangement work for the Subject Transportation Project (including remedying all Punch List items) in accordance with Section 7 of this Exhibit 10 and:
- (a) the warranty period for any Punch List item will only commence upon completion of that Punch List item as certified under a further Statement of Partial Completion or the Statement of Completion; and
  - (b) where a Statement of Partial Completion has been issued for a completed part of a Rearrangement, the warranty period under Section 9.2 (Warranty) of this Agreement shall commence only after the issuance of a Statement of Partial Completion for the whole of that Rearrangement or a Statement of Completion for all Rearrangements for the Subject Transportation Project.
- 5.4 The following requirements must be satisfied to achieve a Statement of Partial Completion of a Rearrangement (or a part of a Rearrangement that is capable of being accepted in advance of completion of the whole) ("**Statement of Partial Completion**"):
- (a) LACMTA (or the applicable LACMTA Contractor) has completed the work for the Rearrangement (or applicable part of the Rearrangement) except for Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Completion;
  - (b) all known defects or omissions in the work for the Rearrangement (or applicable part of the Rearrangement) have been remedied (other than Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Completion);
  - (c) the Rearrangement (or applicable part of the Rearrangement) is ready for handover to the City in accordance with the requirements set out under this Agreement or in the applicable Project Definition; and
  - (d) LACMTA (or the applicable LACMTA Contractor) has delivered, and the applicable City Departments have accepted, all "as-built" drawings for the Rearrangement.
- 5.5 Within ten Working Days of delivery of a Notice by LACMTA requesting a Partial Final Inspection, for the purpose of obtaining a Statement of Partial Completion, the City Inspector and LACMTA will together inspect the Rearrangement (or the applicable part of the Rearrangement) to determine its status of completion and, where applicable, to agree any Partial Final Completion List.
- 5.6 Within seven Working Days of completion of the inspection of the applicable part of the Rearrangement, the City will either:
- (a) if the City accepts the Rearrangement (or applicable part of the Rearrangement) as complete in accordance with the terms of this Agreement subject to any agreed Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Completion, issue a Statement of Partial Completion; or
  - (b) if the City determines that the Rearrangement (or applicable part of the Rearrangement) is not yet complete in accordance with the terms of this Agreement, reject by Notice LACMTA's request to issue a Statement of Completion, together with a list of the corrections required to complete the Rearrangement (or applicable part of the Rearrangement) in accordance with the terms of this Agreement ("**Partial Final Correction List**"). Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Completion,

will not be a sufficient basis for rejecting a request for a Statement of Partial Completion. Any such rejection must be on the basis that the work that is outstanding is sufficiently material in nature to prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement).

- 5.7 If the City rejects a request for a Statement of Partial Completion for a Rearrangement (or any part of a Rearrangement), LACMTA shall perform the corrections set out under the Partial Final Correction List, following which LACMTA may again deliver a Notice requesting a Partial Final Inspection, for the purpose of obtaining a Statement of Partial Completion.
- 5.8 If the LACMTA Project Liaison does not agree with the City Inspector's rejection of a request for a Statement of Partial Completion or if the Parties are unable to agree on the Partial Final Correction List items, the matter will be referred to the issue resolution procedures under Section 2.5 (Issue Resolution) of this Agreement.
- 5.9 LACMTA (or the applicable LACMTA Contractor) shall seek a Statement of Partial Completion within 30 days of work completion for sections (blocks) of roadway that have been resurfaced from curb face to curb face and/or intersection in order to effectuate Bureau of Engineering Special Order 06-0807 - Excavation in One-Year Moratorium Streets in a timely manner upon completion of street resurfacing.

## 6. **Final Statement of Completion**

- 6.1 If LACMTA considers that the requirements for Final Completion of all Rearrangements for a Subject Transportation Project have been satisfied in accordance with Section 6.2 of this Exhibit 10, LACMTA may submit a Notice to the City requesting a Statement of Final Completion and requesting a full final inspection ("**Full Final Inspection**") from the City Inspector. All Full Final Inspections by the City will be started within seven Working Days following a request for the same by LACMTA. The Full Final Inspection shall be attended by the LACMTA Project Liaison and the City Project Liaison at LACMTA's expense. Promptly upon the Full Final Inspection have been completed and the conditions for Final Completion having been achieved, the City Engineer and the City Inspector of Public Works shall furnish its Statement of Final Completion. Issuance of a Statement of Final Completion is contingent upon LACMTA submitting to City and securing City's approval on all post construction documents required under Section 5.2 below, including all as-built drawings.
- 6.2 The following requirements must be satisfied to achieve final completion of all Rearrangements for a Subject Transportation Project ("**Final Completion**"):
- (a) the entire work for all Rearrangements for the Subject Transportation Project is fully completed in accordance with approved plans;
  - (b) all Partial Completion Correction List items and Punch List items for the Rearrangements are completed;
  - (c) LACMTA (or the applicable LACMTA Contractor) has delivered, and the applicable City Departments have accepted, all "as-built" drawings for the Rearrangement;
  - (d) completion and City acceptance of all Street Vacation Conditions in accordance with the applicable City Standards; and
  - (e) completion and recording of all Rights-of-Way adjustments in accordance with the applicable City Standards.
- 6.3 Within ten Working Days of delivery of a Notice by LACMTA requesting a Statement of Final Completion, the City Inspector and LACMTA will together conduct a Full Final Inspection. A Full Final Inspection for a Subject Transportation Project will not seek to duplicate any Partial Final Inspections or re-open any Statements of Partial Completion previously issued with respect to the Rearrangements. The purpose of the Full Final Inspection is to: (a) inspect any Rearrangements for the Subject Transportation Project for which no Statement of Partial Completion has been issued; (b) inspect all corrected and completed Partial Final Correction List items and Punch List items; and (c) verify satisfaction of the conditions to Final Completion under Section 6.2 above.

- 6.4 Within ten days of completion of the Full Final Inspection, the City will either:
- (a) if the City accepts that the requirements for Final Completion have been achieved, issue a Statement of Final Completion; or
  - (b) if the City determines that the requirements for Final Completion have not been achieved, reject by Notice LACMTA's request, together with a list of the corrections required to satisfy the requirements for Final Completion in accordance with the terms of this Agreement ("**Full Final Inspection Correction List**").
- 6.5 If the City rejects a request for a Statement of Final Completion for a Rearrangement, LACMTA shall perform the corrections set out under the Full Final Inspection Correction List within 60 days (or such longer period as the Parties may mutually agree), following which LACMTA will again deliver a Notice requesting a Statement of Final Completion.
- 6.6 If the LACMTA Project Liaison does not agree with the corrections listed by the City Inspector under a Full Final Inspection Correction List, the matter will be referred to the issue resolution procedures under Section 2.5 (Issue Resolution) of this Agreement.
- 6.7 Until a Statement of Final Completion is issued to LACMTA, LACMTA shall provide and not withhold Work Order authorizations each Fiscal Year.
- 7. Responsibility to Complete the Work**
- 7.1 Where a Statement of Partial Completion is issued with respect to a part (and not the whole) of a Rearrangement, LACMTA shall retain full responsibility for completion of the whole of the Rearrangement.
- 7.2 The issuance of a Statement of Partial Completion for a Rearrangement (or a part of a Rearrangement) shall not relieve LACMTA of its obligation to complete the work for the Punch List items and to promptly remedy any omissions and latent or unnoticed defects in the Rearrangement covered by the Statement of Partial Completion in accordance with the warranties under Section 9.2 (Warranty) of this Agreement.
- 7.3 Where a Statement of Partial Completion is issued, LACMTA shall retain full responsibility for completion of all Rearrangements for a Subject Transportation Project (including completion of all Punch List items) and for achieving satisfaction of the conditions to Final Completion for the Subject Transportation Project.
- 7.4 If LACMTA fails to complete all corrections listed on any of the City Inspector correction lists within 60 days (or such longer period as the Parties may mutually agree under Section 6.5 above), the matter will be referred to the issue resolution procedures under Section 2.5 (Issue Resolution) of this Agreement.
- 7.5 The City will be responsible for the maintenance, loss, or damage to a Rearrangement (or the applicable part of a Rearrangement) under a Statement of Partial Completion upon of that Statement of Partial Completion except that in accordance with Sections 7.1 to 7.3 above, it shall be LACMTA's continuing responsibility to complete and deliver every part, and the integrated whole, of all Rearrangements for the Subject Transportation Project and to satisfy the conditions to Final Completion for the Subject Transportation Project.
- 7.6 LACMTA's responsibilities under this Exhibit 10 and the inspection procedures under this Exhibit 10 are subject to Exhibit 5 (City-Performed Project Work) of this Agreement and the terms agreed with respect any City-Performed Project Work in accordance with that Exhibit 5 (City-Performed Project Work) of this Agreement.

# CITY OF LOS ANGELES MASTER COOPERATIVE AGREEMENT



**Board Item 2023-0560**

# AGENDA

1. History/Context
2. Process / Timeline
3. Key Terms of the MCA
4. Next Steps

# MCA BACKGROUND

## **September 26, 1991**

City and LACMTA executed an MCA focused on projects delivered under the Design/Bid/Build delivery method (Blue Line).

## **January 21, 2003**

City and LACMTA executed a revised MCA that focused on projects delivered under the Design/Build delivery method (Eastside LRT).

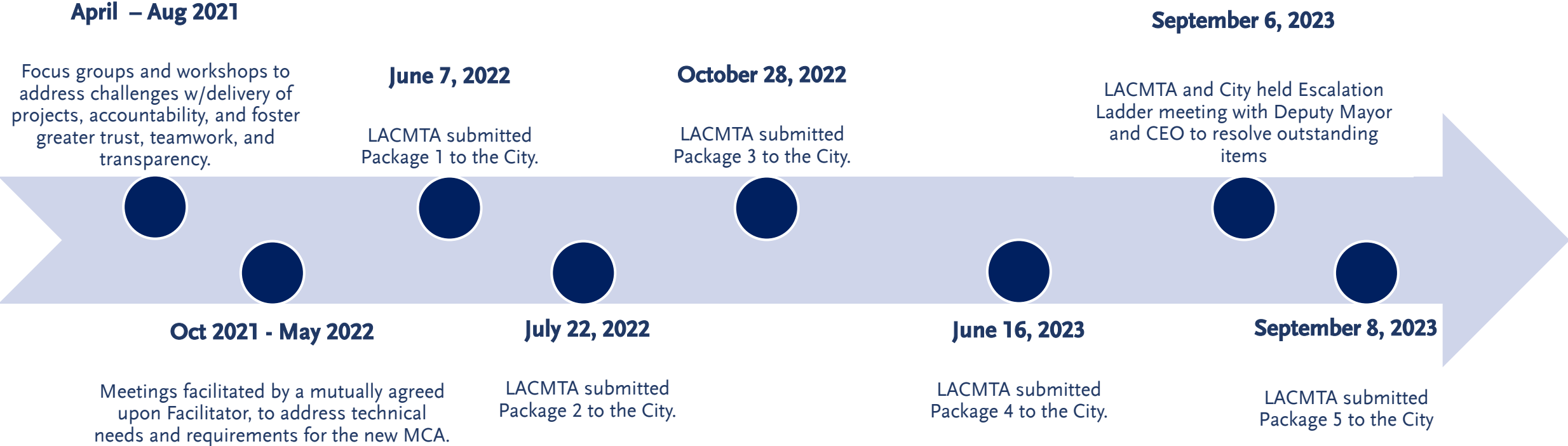
## **September 30, 2020**

Metro sent correspondence to former Mayor Garcetti terminating the 2003 MCA because LACMTA projects are not limited to rail and busway transit under traditional delivery methods and Measure R/M provides for a variety of multi-modal Transportation Projects with Metro contemplating alternative delivery methods.

## **October 16, 2020**

Mayor Garcetti sent correspondence to Metro (1) acknowledging the termination of the MCA Documents and that the MCA Documents did not cover the breadth of LACMTA projects and (2) committing the City to negotiating a new MCA that strengthens the collaboration between the Parties.

# MCA NEGOTIATION TIMELINE





# KEY TERMS OF THE 2023 MCA

**Scope of Agreement** applies to light rail, heavy rail (including subway), busway, tram, highway, high occupancy toll lanes, bike path, active transportation or other forms of transportation or mobility systems delivered under any project delivery method.

**Duration of Agreement** Ten-year term.

**Governance** Establishes an MCA Executive Task Force.

**Project Governance** Designates a Project Liaison responsible for facilitating coordination between the Parties.

**Issue Resolution** If not resolved at the working-level, issues will be escalated in a matter of days to executive level decision makers for expedited resolution.

**Early Involvement** Cooperation and coordination during the Planning & Advanced Conceptual Engineering Phase to bilaterally agree on 'Project Definition' documents.

**Utility Adjustments** Cooperation and coordination to identify utility conflicts and ensure utility owners implement the utility adjustments required to address utility conflicts.

**Design** Improved procedures for submittal of the Designs of Rearrangements to the City and the City's review.

# KEY TERMS OF THE 2023 MCA

**City Standards** Subject to exclusions set out in the definition of "Betterment", changes to the City Standards after the establishment of the Project Definition of a Transportation Project, will be considered a Betterment.

**Construction** Defined Construction requirements for rearrangements or any other Construction work performed in the public right-of-way and procedures for the inspection and acceptance.

**Betterments** In accordance with FTA requirements, all Betterments will be at the cost of the City. The new MCA sets out the procedure for identification, review, and approval of potential Betterments. LACMTA may refuse Betterments that are incompatible with the Transportation Project, do not comply with Applicable Law, or that are requested after establishing the Project Definition.

**Special Permitting Process** LACMTA and the City agree on the design and Construction requirements for Rearrangements of City facilities, agree on the permits that will be waived by the City and any required City fees applicable to Transportation Projects.

**Support of Excavation** Administrative approval process for City to accept LACMTA's review of its Contractor's shoring designs.

**Inspection and Acceptance** Rearrangements performed by LACMTA will be inspected to ensure the work was performed in accordance with the approved Designs and terms of the of the MCA.

# NEXT STEPS

- After Board Approval, the new MCA will be considered for approval by the City of Los Angeles Board of Public Works and the City Council
- Comprehensive training program on new terms and conditions of the MCA will be initiated for both LACMTA and City Staff
- Staff will continue negotiations on the O&M Agreement which will be brought to the board by the end of 2024
- Continue discussions with LADWP on a Master Utility Cooperative Agreement



## Board Report

File #: 2023-0529, File Type: Budget

Agenda Number: 27.

### CONSTRUCTION COMMITTEE SEPTEMBER 21, 2023

**SUBJECT: CRENSHAW/LAX TRANSIT PROJECT**

**ACTION: APPROVE RECOMMENDATION**

#### **RECOMMENDATION**

AMEND the:

- A. Life-of-Project (LOP) Budget by \$299.9 million for the Crenshaw/LAX Transit Project (Project) from \$2,148 million to \$2,447.9 million, consistent with the provisions of the Board-adopted Measure R and Measure M Unified Cost Management Policy (Attachment A); and
- B. Fiscal Year 2024 budget by \$299.9 million from \$25.2 million to \$325.1 million for the Crenshaw/LAX Transit Project.

#### **ISSUE**

Metro is anticipating the issuance of final acceptance to Walsh/Shea Corridor Constructors (WSSC) in 2023. This action is to achieve the final close-out with the WSSC.

#### **BACKGROUND**

The Crenshaw/LAX Transit Project is a north/south light rail line that serves the cities of Los Angeles, Inglewood, Hawthorne, and El Segundo as well as portions of unincorporated Los Angeles County. The alignment extends 8.5 miles from the Metro E (Expo) line at Crenshaw and Exposition Boulevards to a connection with the Metro C (Green) Line south of the Aviation/LAX Station. The project provides major connections with Los Angeles International Airport (LAX) as well as links to the C Line (Green), the E Line (Expo), and the countywide bus network.

The alignment is comprised of a double-tracked rail line consisting of sections of at-grade in-street, at-grade within railroad right-of-way, aerial, and below-grade guideway sections, eight stations, park-and-ride facilities, utilities, landscaping, roadway improvements required by the project, and a maintenance & storage facility (Division 16 - Southwestern Yard).

On June 27, 2013, in conjunction of the award of the 57-month Design/Build contract to WSSC, the Board authorized a LOP budget of \$1,923,000,000 for the base Project, plus an additional \$135,000,000 for implementation of contract options to construct the Leimert Park Station and the Hindry Station (now called Westchester/Veterans Station); thus, increasing the LOP budget to

\$2,058,000,000 for the project. WSCC's Substantial Completion date per the original contract was September 2018, with a revenue service date of October 2019.

WSCC's progress was delayed due to rework, performance, resource challenges, and other issues, many of which led to contractual disputes. On May 21, 2020, the Board authorized an increase to the LOP budget in the amount of \$90,000,000, increasing the LOP budget to \$2,148,000,000 which funded Metro staff and the professional service contracts, allowing Metro to continue the management and oversight of the Project through the extended construction duration. WSCC achieved Substantial Completion in June 2022, and the Project was opened for Revenue Service in October 2022.

## **DISCUSSION**

Over the course of the Project, numerous disputes arose between Metro and WSCC. WSCC aggregated these disputes within a "Request for Equitable Adjustment (REA)", which they certified and submitted to Metro in December 2021, where they claimed \$809M of damages. This REA included asserted costs related to their position on delay, disruption, extended overhead, interest, subcontractor pass-through claims, and other unresolved direct cost changes and other issues. The parties undertook to resolve the REA in parallel processes. Certain direct cost changes and other issues and merited items were reviewed and negotiated by the parties at the Project level. The parties also retained the services of a mutually agreed upon independent and neutral evaluator (Evaluator) to mediate and assist in steps to resolve the larger disputes, including delay, disruption, extended overhead, interest, and subcontractor pass-through claims.

Both processes were successful in reaching mutually agreeable resolutions that are included within the LOP increase being requested. The Project staff was able to finalize the outstanding direct cost, change order and other issues that were not presented to the Evaluator for an amount of \$19.7 million. In addition, the senior executives of the Parties were able to resolve the larger issues presented to the Evaluator for the negotiated settlement amount of \$280.2 million. These two resolutions completely resolve all issues presented in WSCC's REA.

Metro staff is requesting the Board's approval of an increase to the LOP, which will cover both the settlement of the issues presented to the Evaluator, and the negotiated changes resolved by the Project staff. If approved, the settlement will fully resolve WSCC's REA claim and also facilitate Final Acceptance and closeout of the Project.

## ***Lessons Learned***

There are several lessons learned from the Project experience which are currently in practice, or are in the process of being advanced within Program Management, most notably the items below:

- Metro is at risk for resulting delays and disruption when there is a lengthy dispute between the parties, as there was with Fire Rated Cable (FRC). The delay and

disruption impact costs can dwarf the direct costs of the changed work itself. Metro will implement time-based escalation requirements to prevent lengthy disputes.

- The relationship between Metro and the City of Los Angeles (COLA) is critical for projects requiring COLA approvals and affecting COLA streets and utilities. Contractors contend there are impacts related to interfacing activities with COLA that result in changes, delays, and disruption to Metro projects. Where applicable and appropriate, Metro and COLA have advanced an update of the Master Cooperative Agreement to address some of the previous challenges.
- Metro's internal departments need to coordinate activities early and throughout construction to ensure that desired changes are addressed at the earliest stages of planning and design.

### ***Final Project Budget & Budget Amendment***

The final cost of the Project aligns with the Federal Transit Administration's (FTA) average cost increase standard (Attachment B). Based on the FTA 2020 Predicted Versus Actual (PvA) % Impacts of Capital Investment Grants Projects study of 17 light rail transit projects that opened to revenue service between 2007 and 2015 the average project cost increase was 17.2%. Metro's light rail transit projects track an average of 8.35% cost increase which is lower than the FTA's average. The requested LOP amendment of \$299.9 M (14%) results in a total Project cost increase of \$389.9 M (18.9%), relative to the Board authorized LOP at the time of contract award to WSCC.

Additionally, this budget amendment will fully settle all outstanding disputes with WSCC and enable achievement of the final close-out with WSCC.

Determination\_Of\_Safety\_Impact

### **DETERMINATION OF SAFETY IMPACT**

This Board action will not have an impact on established safety standards for Metro's construction projects.

### **FINANCIAL IMPACT**

Upon Board approval of Recommendation B, \$299.9 million will be added to fiscal year 2024 Crenshaw/LAX project budget to cover the settlement and negotiated changes. The Project Manager and Chief Program Management Officer are responsible for ensuring all punch list items are delivered and the terms of the contract are fulfilled. Future budgeting and proper closeout of the Crenshaw/LAX project is the responsibility of the Project Manager.

### **Impact to Budget**

The sources of funds for the Recommendations may be a combination of Proposition A

---

35%, Proposition C 25% , Proposition C 40%, and funds from the South Bay and Central City subregions as directed by Board approved Motion # 38.1 by Directors Garcetti, Butts, Garcia and Hahn (Attachment C). Proposition A 35% is eligible for the rail operating and capital improvements. Other eligible local funds available at the time of expenditure may also be utilized to fund the claim. These funds may include operating eligible funding sources.

Other local funds were considered to address the claim but were determined to be unavailable. The analysis of these funds is included in the attached Uniform Cost Management Policy. Previously, in May 2020, Metro staff conditionally recommended use of the Measure M Subregional Equity Program for funding of a \$90 million LOP increase for the Project. The recommended use of approximately \$22 million each was subject to approval by both the Central City Area and South Bay Cities subregions and this approval is still in progress.

## **EQUITY PLATFORM**

The Crenshaw/LAX Project serves the cities of Los Angeles, Inglewood, Hawthorne, and El Segundo as well as portions of unincorporated Los Angeles County. All eight stations (100%) are within or adjacent to Equity-Focused Communities. Project equity benefits and impacts include:

1. Providing better transit connectivity and increasing light rail transportation service from the Metro Expo Line to the Metro Green Line south of the Aviation/LAX Station.
2. Increasing service frequency, reliability, and access for communities that use the Metro transit system along the Century/Aviation, Westchester/Veteran, Downtown Inglewood, Fairview Heights, Hyde Park, Leimert Park, Martin Luther King, and Exposition Stations for housing, jobs, educational, medical and entertainment needs.

Staff will continue to propose mitigations that address any potential adverse equity impacts related to the availability of funds for future projects and operations-eligible local funds.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Project is consistent with the following Metro Vision 2028 Goals and Objectives:

Goal 1: Providing high-quality mobility options and improve transit efficiency.

In September 2023, the Project was selected for the American Society of Civil Engineers Los Angeles Section Construction Project of the Year Award in recognition of the project's unique technical achievements, complexity, scope, and engineering features.

## **ALTERNATIVES CONSIDERED**

The Board may choose not to move forward with amending the LOP Budget. This is not recommended as Metro will be unable to close out the Project and will be limited in its ability to minimize additional cost exposure and/or avoid potential litigation with this Contractor.

**NEXT STEPS**

Upon approval by the Board, the LOP Budget will be amended accordingly, and Metro staff will execute Contract Modifications with WSCC per the Recommendation and will continue the process of closing out the Project including issuing Final Acceptance.

**ATTACHMENTS**

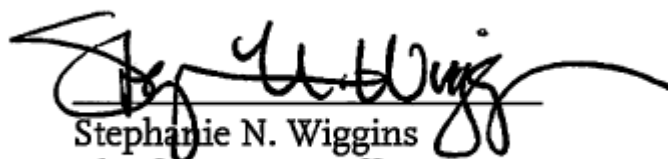
- Attachment A -Measure R and Measure M Unified Cost Management Policy Analysis
- Attachment B - FTA Predicted vs. Actual Impact Analysis
- Attachment C - Motion # 38.1 by Directors Garcetti, Butts, Garcia and Hahn

Prepared by:

- Stephanie Leslie, Executive Officer, Project Management, (213) 893-7131
- Mark Van Gessel, Executive Officer, Project Management, (213) 431-3354
- Brittany Zhuang, Director, Program Control, (213) 922-7354
- Craig Hoshijima, Executive Officer, Countywide Planning, (213) 418-3384
- Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051

Reviewed by:

- Sameh Ghaly, Chief Program Management Officer (Interim), (213) 418-3369
- James de la Loza, Chief Planning Officer, (213) 922-2920



Stephanie N. Wiggins  
Chief Executive Officer



**Crenshaw/LAX Close Out Project**

**Measure R and Measure M Unified Cost Management Policy Analysis**

**Introduction**

The Measure R and Measure M Unified Cost Management Policy (the Policy) was adopted by the Metro Board of Directors in July 2018. The precursor Measure R cost management policy was adopted in March 2011. The intent of the Policy is to inform the Metro Board of Directors regarding cost increases to Measure R- and Measure M-funded projects and the strategies available to close a funding gap. The Crenshaw/LAX Close Out Project (the Project) is subject to this policy analysis.

The life-of-project (LOP) budget for the Project was last approved by the Board in June 2020 at \$2,148,000,000. The Project is subject to the Policy analysis now due to a proposed \$299.9 million increase to the LOP budget. Funding for the cost increase is needed through FY 2024. This analysis recommends trade-offs required by the Policy to identify the funds necessary to meet the cost increase.

The LOP budget requires an increase of \$299.9 million to settle all outstanding issues with Design/Build contractor Walsh/Shea Corridor Constructors (WSCC) and provide the additional necessary funding to close out the remaining 2 follow-on construction contracts, staff overhead associated with the project, all utilities issues and real estate issues with the project budget closed out in 2025.

**Measure R and Measure M Unified Cost Management Policy Summary**

The adopted Policy stipulates the following:

If a project cost increase occurs, the Metro Board of Directors 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 will be measured against subsequent actions on cost estimates taken by the Metro Board of Directors, including the determination of the budget. 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) Scope reductions;
- 2) New local agency funding resources;
- 3) 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.

**Scope Reductions**

The project has already been completed. Therefore, scope reductions are no longer an option. Because of this, we recommend moving to the next step.

### New Local Agency Funding Resources

Local funding resources (i.e., specific to the affected corridor or subregion) are considered in the next step as opposed to countywide or regional sources so as not to impact the funding of other Metro Board-approved projects and programs or subregions in the County. The Project is eligible for Measure R funding, but the allocated amount has already been fully expended.

The Project is located in the South Bay and Central City Area subregions (as defined in the Policy, as amended), with station locations in the cities of Los Angeles and Inglewood. Local funding resources from both the subregions and cities could be considered for the cost increase.

### *Subregional Programs and Local Agency Contributions*

Measure R, as amended, includes funding for a "South Bay Transit Investments" program and the South Bay subregion (represented by its Council of Governments) could allocate a portion of the funding for the Project. Metro staff will contact the subregion to determine if it would allocate any funding. However, due to the time constraints of the settlement and this Board item, this funding is not considered available for the Project cost increase.

Measure M includes funding for a transit-eligible multi-year subregional program (MSP) for the South Bay and Central City Area subregions. The MSP is eligible beginning FY 2018 and entitled the Subregional Equity Program (SEP). However, Motion #2021-0435 amends the Policy to "eliminate the Subregional Equity Program from consideration to address project funding shortfalls during construction" and is not considered available for the Project cost increase.

### *Local Agency Contributions*

The cities with Project stations have agreed to contribute funding to the Project as part of the 3% local agency funding assumption included in the Measure R ordinance. Metro is front-funding the Los Angeles share of \$89.7 million with the city making payments to Metro through FY 2023. Inglewood has agreed to pay \$12 million, with \$6 million in-kind for future first-last-mile improvements, and \$6 million in payments made over 40 years (with no payments or interest accrued for ten years). The cities are generally not responsible for cost increases to the projects and this restriction is included in the local agency contribution agreements between Metro and the cities.

Measure M, as well as Measure R and Propositions A and C, provide "local return" funding to Los Angeles and Inglewood. The cities will receive an estimated \$3.9 billion of local return (Los Angeles \$3.8 billion, Inglewood \$100 million) over the ten-year period FY 2023 to FY 2032 that is eligible for transit use and could contribute a portion to the Project. However, prior Board actions relating to the Twenty-Eight by '28 Initiative and funding for the cost increase to Foothill Extension to Pomona, Crenshaw/LAX Transit, Westside Subway Section 1, and Eastside Access did not support use of local

return, and it is presumed these funds would not be available for the cost increase to the Project.

#### *State and Federal Funding (Discretionary)*

The State has previously granted the Crenshaw/LAX Transit project \$129.1 million through Prop 1B grants and the USDOT has provided funding through a \$13.9 million TIGER grant and \$545.9 million TIFIA loan. Additional State or federal discretionary funding (where Metro would compete for the funding) is not probable, given the Crenshaw/LAX Transit project and Crenshaw Close Out Project have experienced multiple cost increases and the project is in operation.

#### Value Engineering

The project has already been completed. Therefore, value engineering is no longer an option. As a result, we recommend moving to the next step.

#### Other Cost Reductions within the Same Transit or Highway Corridor, or within the Same Sub-region

The cities and subregions have existing funding programs that have funding amounts yet to be spent. The potential use of the MSP and SEP are discussed above in section "New Local Agency Funding Resources."

The cities also receive funding through the Call-For-Projects, the competitive grant program that is funded and managed by Metro for the benefit of LA County cities, transit operators, and State highway projects that was last held in 2015. At times the funding for certain projects in the Call-For-Projects is "de-obligated" if not spent within a reasonable timeframe and this can be a funding source for other uses. Currently, there is not a meaningful amount of de-obligated funds available, and all other projects are moving through their respective development process.

The Project is within the same corridor as the Airport Metro Connector, which is currently in construction with an LOP budget of \$898,581, approved by the Board in April 2021. This project is not yet completed and does not have cost reductions that could be used for the Project.

#### Countywide Other Funds

Given the nature of the Project cost increase, new funding sources are unlikely and regional or countywide funding will be necessary. These funds are programmed for other uses in Metro's financial forecast, during the timeframe when funds are needed for the Project cost increase. A reallocation of the funds to the cost increase would divert the funding from other Board-approved uses and or require additional debt financing. Eligible sources of countywide funding include Proposition C 25% (Transit-Related Streets and Highways), Proposition C 40% (Discretionary), and Proposition A 35% (Rail Development).

Through Fiscal Years 2024 and 2025, the Proposition C 25% funds are currently planned, from highest to lowest, for debt service on Metro bonds, Call For Projects,

Microtransit, Freeway Service Patrol, and the Crenshaw/LAX Locally Funded Activities Project. The Proposition C 40% is planned for Metro bus operations, ADA-paratransit operations, rail operations, the municipal and non-Metro operators, and debt service. The Proposition A 35% is planned for Heavy Rail Vehicles, rail operations, debt service on Metro bonds, vehicle midlife, and Light Rail Vehicles.

*State and Federal Funding (Formula)*

Metro receives quasi-formula funding from the State through the Regional Improvement Program (RIP) and Local Partnership Program (LPP). This is considered regional funding as it can be applied countywide to both transit and highway spending. There is currently no capacity in the RIP or LPP through FY 2027. The RIP has been allocated to projects submitted in Metro's 2022 RTIP and the next cycle of the LPP is planned to be used on the Division 20 project and NextGen.

The Crenshaw/LAX Transit project has previously received federal Surface Transportation Block Grant Program (STBG) and Congestion Mitigation & Air Quality Program (CMAQ) funding, and these may be eligible for use on the Project to address the cost increase. However, the funding is currently programmed for other uses in the Long Range Transportation Plan Financial Forecast including Crenshaw/LAX Transit and other Metro rail operating expenses, Metro heavy rail projects, and Call For Projects, and any allocation to the Project would reduce the availability for competing uses.

**Recommendation**

We recommend that the \$299.9 million cost increase for the Project is funded with available and eligible local funds at time of expenditure (Countywide Other Funds) including debt financing. The Policy analysis has looked at potential cost reductions and these are not feasible given the status of the Project and timing of the funding need. The Policy analysis has also considered local funding from the subregions, including Measure R South Bay Transit Investments, local return, and the defunding of projects in the Call For Project and or cost savings from other projects and has determined that this funding is not available. State and federal formula funding were also evaluated but these are not available as they are programmed for other uses in Metro's financial forecast.

# Introductory Slide

- The FTA 2020 Predicted versus Actual (PvA) study considered 29 transit projects (24 New Starts, three Small Starts, and two Very Small Starts) that opened to revenue service between 2007 and 2015.
- The 29 project Modes are broken down as follows;

Fixed-guideway Mode	FTA 2020 PvA
Heavy Rail	1
Light Rail	17
Commuter Rail	5
Streetcar	1
Bus Rapid Transit	5
All	29

- PMO have compared Metro's previous and current LRT and HRT projects against the FTA 2020 PvA.

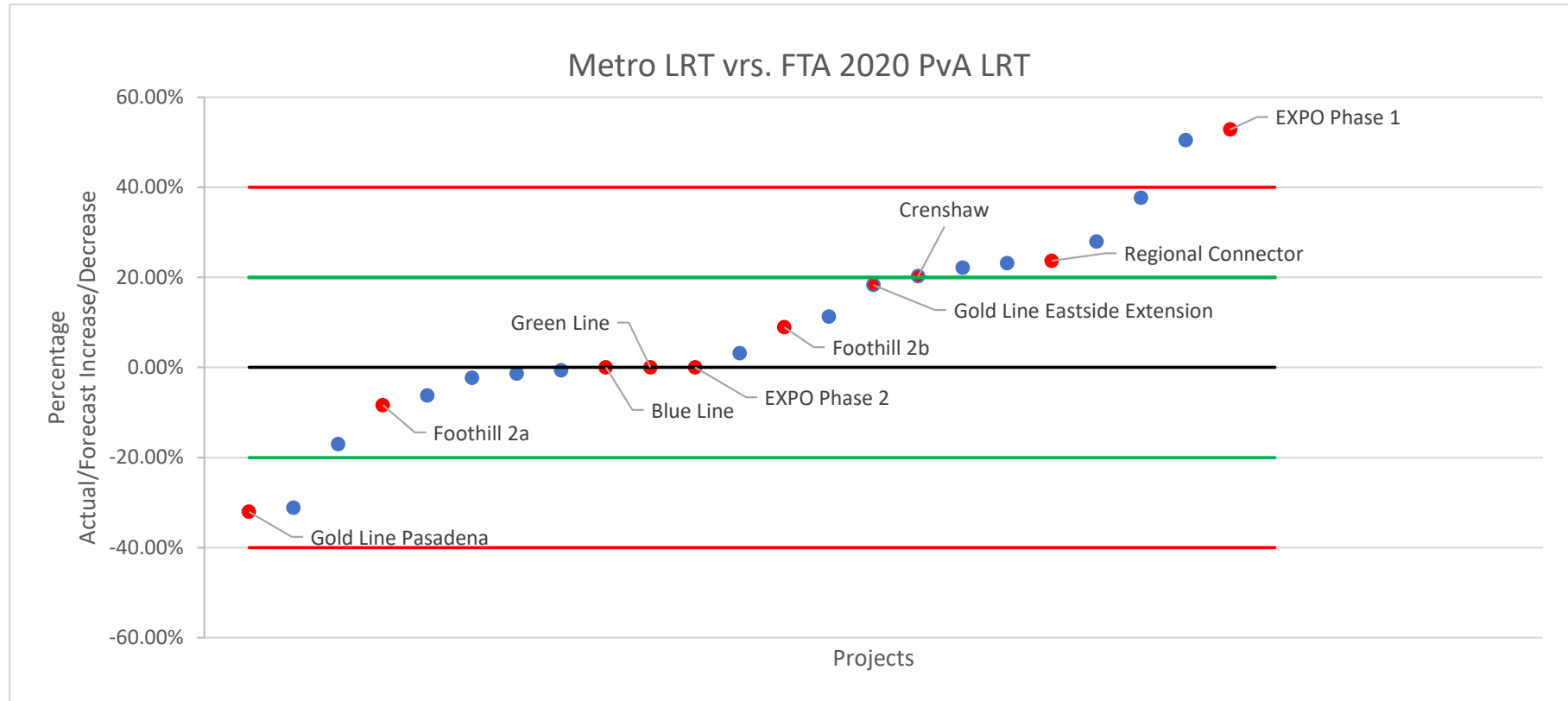


US Department of Transportation  
Federal Transit Administration

## PREDICTED VERSUS ACTUAL IMPACTS OF CAPITAL INVESTMENT GRANTS PROJECTS - 2020

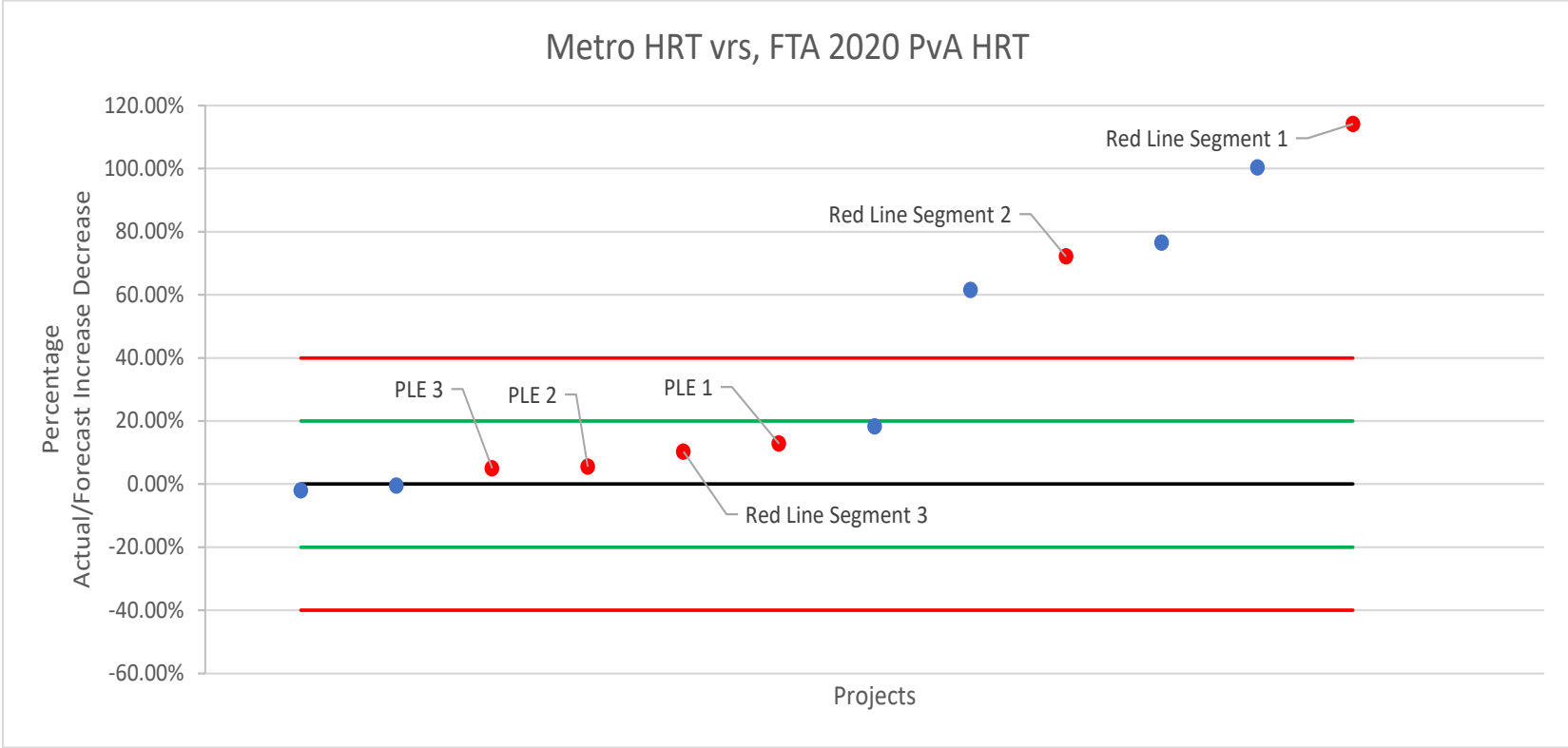
CAPITAL COST AND RIDERSHIP

# Metro LRT vrs. FTA 2020 PvA LRT



Mode	Ave Project Cost Increase	
	FTA 2020 PvA	Metro
LRT	17.18%	8.35%

# Metro HRT vrs. FTA 2020 PvA HRT



Mode	Ave Project Cost Increase	
	FTA 2020 PvA	Metro
HRT	42.36%	36.63%



Board Report

File #: 2020-0356, File Type: Motion / Motion Response

Agenda Number: 38.1.

CONSTRUCTION COMMITTEE  
MAY 21, 2020

Motion by:

DIRECTORS GARCETTI, BUTTS, GARCIA AND HAHN

Related to Item 38: Crenshaw/LAX Transit Project

SUBJECT: CRENSHAW/LAX TRANSIT PROJECT

RECOMMENDATION

APPROVE Amending Motion by Directors Garcetti, Butts, Garcia and Hahn directing the CEO to:

- A. Allocate \$33.1 million of CMAQ, plus the revenue generated from LAWA acquisition of property and easements (at least \$1.7 million) to fund immediate LOP budget needs on the Crenshaw/LAX project.
- B. After taking CMAQ and LAWA-generated revenues off the top, approve the use of Subregional Equity Program (SEP) funding for the remainder of the \$90 million Crenshaw/LAX LOP budget increase, subject to formal approval from each subregion's governing body and according to the 2016 subregional borders designating the LAX area as a Regional Facility and conforming the South Bay subregion to the South Bay COG's boundaries:

Subregion	Miles	Percent
Central Los Angeles	3.40	41.4%
South Bay	3.32	40.4%
Regional Facility: LAX Area	1.50	18.2%
Total	8.22	100.0%

These SEP funds shall be escalated from 2015 dollars in accordance with Board file 2019-0598, which reaffirmed that each subregion's SEP allocation as listed in the Measure M Expenditure Plan (line item 68,note s.) is listed in 2015 dollars and escalated to year-of expenditure in accordance with the escalation policies in the Measure M expenditure plan;



- C. Defer any future recommendation or use of any unprogrammed SEP funding pending the development, in partnership with all Board offices, of a uniform process by which Subregions can elect to use SEP funding, including but not limited to:
1. Subregional governing body approval of any funding recommendation and use;
    - a. Hereby acknowledging that the South Bay COG has already committed the entire South Bay SEP for the Centinela Grade Separation Project.
  2. Written notice to the respective Subregional governing body and representative Board offices at least 120 days before Metro recommends the use of SEP funding to ensure adequate time for subregions to understand and approve any funding recommendations;
  3. Standard and explicit criteria for how and when a subregion's SEP allocation may be accelerated to meet their needs, consistent with Board file 2019-0598 (see above);
- D. Report back on all the above during the September 2020 Board cycle.

Metro Crenshaw | LAX Transit Project



**Crenshaw/LAX (K Line) LOP Increase**  
Metro Board Meeting – September 2023

## RECOMMENDATION

- Amend the Life-of-Project (LOP) Budget by \$299.9 million for the Crenshaw/LAX Transit Project (Project) from \$2,148 million to \$2,447.9 million, consistent with the provisions of the Board-adopted Measure R and Measure M Unified Cost Management Policy (Attachment A); and
- Amend the Fiscal Year 2024 budget by \$299.9 million from \$25.2 million to \$325.1 million for the Crenshaw/LAX Transit Project.

## LOP HISTORY

- Award of Contract with an LOP Budget of \$2,058 million on June 27, 2013.
- LOP Increase in May 2020 of \$90 million to a new LOP total of \$2,148 million.

## LESSONS LEARNED

- Metro is at risk for resulting delays and disruption when there is a lengthy dispute between the parties as there was with FRC.
- The delay and disruption impact costs can dwarf the direct costs of the changed work itself.
- Metro and COLA must re-engage to partner together to minimize delays and additional costs during the design and construction of Metro projects.
- Metro and COLA are establishing a new Master Cooperative Agreement.
- Metro's internal departments need to coordinate activities early and throughout construction to ensure that desired changes are addressed at the earliest stages of planning and design.
- Change orders must be issued in a timely manner in order to minimize delay, disruption, and resulting costs.

# FTA 2020 PREDICTED vs. ACTUAL ANALYSIS

1. The FTA 2020 Predicted versus Actual (PvA) study considered 29 transit projects (24 New Starts, three Small Starts, and two Very Small Starts) that opened to revenue service between 2007 and 2015.
2. The 29 project Modes are broken down as follows:

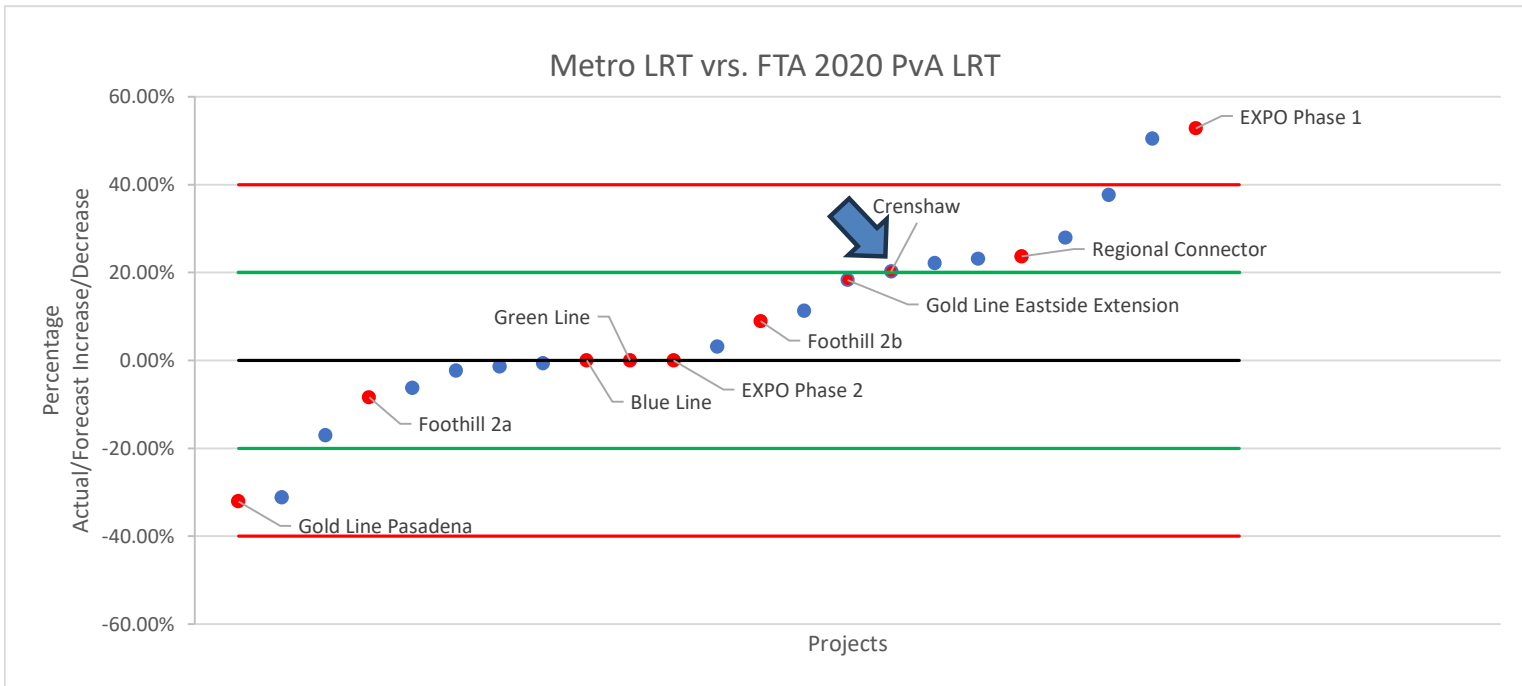
Fixed-guideway Mode	FTA 2020 PvA
Heavy Rail	1
Light Rail	17
Commuter Rail	5
Streetcar	1
Bus Rapid Transit	5
All	29



**PREDICTED VERSUS ACTUAL IMPACTS  
OF CAPITAL INVESTMENT GRANTS  
PROJECTS - 2020**  
CAPITAL COST AND RIDERSHIP

3. PMO have compared Metro's previous and current LRT and HRT projects against the FTA 2020 PvA.

# METRO LRT vs. FTA 2020 PREDICTED vs. ACTUAL LRT



Mode	Ave Project Cost Increase	
	FTA 2020 PvA	Metro
LRT	17.18%	8.35%



## Board Report

File #: 2023-0463, File Type: Contract

Agenda Number: 33.

---

### OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE SEPTEMBER 21, 2023

**SUBJECT: ENGINE ELECTRICAL WIRING HARNESS KITS**

**ACTION: AWARD CONTRACT FOR ENGINE ELECTRICAL WIRING HARNESS KITS**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award a two-year, Indefinite Delivery, Indefinite Quantity (IDIQ) Contract No. SD105427000 to DSM&T Company, Inc. the responsive and responsible bidder for Electrical Wiring Harness Kits. The Contract one-year base amount is \$543,207.60 inclusive of sales tax, and the one-year option to extend the amount is \$543,207.60, inclusive of sales tax, for a total contract amount of \$1,086,415.20, subject to resolution of any properly submitted protest(s), if any.

#### **ISSUE**

This procurement is for the acquisition of Compressed Natural Gas (CNG) Engine Conversion Electrical Wiring Harness Kits that are required to maintain the safe and reliable operation of the bus fleet. The harness kits are required for the installation of newer model near-zero emission engines during the Midlife refurbishment of Metro's New Flyer Xcelsior bus fleet. The engine conversion program updates the bus fleet with lower emission and more efficient L9N engine, providing Metro's customers with safer and more reliable transportation. The three wiring harness assemblies included in the harness kits are installed on the new CNG engines and replace outdated harnesses used on the older engines that were originally installed in these buses. Awarding this contract will ensure that Bus Maintenance has adequate inventory for the Midlife Program to continue to repair and maintain buses according to Metro maintenance standards.

#### **BACKGROUND**

Transit bus engines, transmissions, cooling systems, air conditioning systems, doors, and numerous other systems and components are controlled electrically by switches, sensors, and computers located throughout the buses. Electrical harnesses provide the connection to allow communication through electronic signals to control these systems and components. The harnesses are a critical part of the bus electrical systems, and degradation of the harnesses can significantly impact the performance and reliability of the engine, transmission, and cooling systems. Corrosion or wear in electrical connectors can result in performance problems and unnecessary in-service failures and increased maintenance costs.



The midlife refurbishment program is replacing engines on New Flyer Xcelsior buses that have been in service for over eight years, with an average mileage on these buses approaching 300,000 miles. The Midlife Program replaces the older ISLG engine with an environmentally cleaner and more efficient L9N engine. The new engine improves the reliability of the bus fleet, results in fewer road failures, and provides better overall service for Metro customers and cleaner emissions for the greater Los Angeles County service area. The electrical wiring harness kits are required for the installation of the new CNG near-zero emission engines during the Midlife refurbishment of the Metro New Flyer Xcelsior bus fleet.

## **DISCUSSION**

The L9N Engine Conversion Electrical Wiring Harness Kits include three wiring harnesses specifically designed by Metro to interface with the New L9N engine, which are installed on the New Flyer bus fleet during the midlife refurbishment process. The three harnesses replace existing harnesses that provide electrical current to components for the Engine, OBD II diagnostics, and catalytic converter.

The replacement of older, high mileage engines with new engines covered by manufacturer warranties provides Metro with a more reliable transit bus fleet along with a reduction in exhaust emissions. The harness kits replace harnesses that have been degraded by engine compartment heat, water intrusion, and corrosion. Wiring harnesses that are degraded from extended use can often result in defects and engine performance issues. The replacement of the harnesses will improve the reliability and extend the service mileage of the vehicle.

The contract to be awarded is an Indefinite Delivery, Indefinite Quantity (IDIQ) agreement in which Metro commits 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 Metro to order any or all of the Electrical Wiring Harness Kits that may be anticipated. The bid quantities are estimates only, with deliveries to be ordered and released as required.

Electrical Wiring Harness Kits will be purchased and maintained in inventory and managed by Material Management. As Electrical Wiring Harness Kits are issued, the appropriate budget project numbers and accounts will be charged.

## **DETERMINATION OF SAFETY IMPACT**

Award of the contract for Electrical Wiring Harness Kits will ensure that all operating divisions and the Central Maintenance Facility have an adequate inventory to maintain the equipment according to Metro Maintenance standards. This action will prevent service impacts, deferred maintenance, and ensure bus availability for revenue service.

## **FINANCIAL IMPACT**

Funding in the amount of \$543,207.60 for these Electrical Wiring Harness Kits is included in the

---

FY24 budget under account 50441, Parts - Revenue Vehicle in multiple bus operating cost centers under project 306002 Operations Maintenance, and in the Central Maintenance Shops (CMS) cost center 3366 under project 203050 New Flyer / El Dorado Bus Midlife.

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**

The current sources of funding for this action are Federal, State, and Local including sales tax and fares. These sources are eligible for Bus Operating or Capital projects.

### **EQUITY PLATFORM**

This action will ensure that Metro's bus fleet which serves most regions in Los Angeles County can provide vital transportation services to neighborhoods, including many underserved communities where disparities within the region can exist between residents' access to jobs, housing, education, health, and safety. Bus transportation provides an important lifeline for the residents in underserved communities, and the Metro bus maintenance programs ensure the proper State of Good Repair of the bus fleet to provide transportation for these underserved communities. The L9N Near Zero natural gas engines that utilize the Electrical Wiring Harness Kits from this procurement reduces Nitrous Oxide (NOx) emissions by ninety percent (90%) and greenhouse gas emissions by nine percent (9%) compared to the standard ISL-G CNG powered engine currently installed in this bus fleet, which results in improvements in the air quality for underserved communities.

The Diversity and Economic Opportunity Department (DEOD) recommended a two percent (2%) DBE goal for this solicitation.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Electrical Wiring Harness Kits supports Strategic Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. The procurement of Electrical Wiring Harness Kits for inventory will help to ensure the reliability of the bus fleet and enable our customers to arrive at their destinations on schedule and without interruption.

### **ALTERNATIVES CONSIDERED**

The alternative is to not award the contract and procure Electrical Wiring Harness Kits 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. Not awarding the contract would negatively impact the Central Maintenance Midlife program and result in delays or deferral of the engine repower program. Additionally, Metro bus maintenance divisions and the fleet would be negatively impacted.

### **NEXT STEPS**

---

Upon approval by the Board, staff will execute Contract No. SD105427000 for the procurement of Electrical Wiring Harness Kits with DSM&T Company, Inc., at the one-year base amount of \$543,207.60 inclusive of sales tax, and the one-year option to extend the amount of \$543,207.60, inclusive of sales tax, for a total contract amount of \$1,086,415.20.

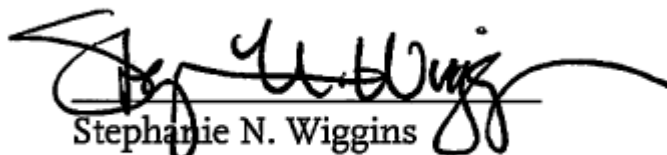
**ATTACHMENTS**

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared By: David Ball, Sr. Manager, (213) 922-5895  
James Pachan, Sr. Executive Officer (213) 922-5804  
Matthew Dake, Deputy Chief Operations Officer (213) 922-4061  
Debra Avila, Deputy Chief Vendor/Contract Management (213) 418 3051

Reviewed by: Conan Cheung, Chief Operations Officer (213) 418-3034



Stephanie N. Wiggins  
Chief Executive Officer

## PROCUREMENT SUMMARY

## ELECTRICAL WIRING HARNESS KITS/SD105427

1.	<b>Contract Number:</b> SD105427000	
2.	<b>Recommended Vendor:</b> DSM&T Company Inc., 10609 Business Dr., Fontana, CA 92337	
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> 4/24/23	
	<b>B. Advertised/Publicized:</b> 4/29/23	
	<b>C. Pre-proposal/Pre-Bid Conference:</b> N/A	
	<b>D. Proposals/Bids Due:</b> 6/6/23	
	<b>E. Pre-Qualification Completed:</b> 7/27/23	
	<b>F. Conflict of Interest Form Submitted to Ethics:</b> 6/9/23	
	<b>G. Protest Period End Date:</b> 9/22/23	
5.	<b>Solicitations Picked up/Downloaded:</b> 10	<b>Bids/Proposals Received:</b> 2
6.	<b>Contract Administrator:</b> Tanya Allen	<b>Telephone Number:</b> (213) 922-1018
7.	<b>Project Manager:</b> David Ball	<b>Telephone Number:</b> (213) 922-5895

**A. Procurement Background**

This Board Action is to approve Contract No.SD105427000 for the procurement of Electrical Wiring Harness Kits. Board approval of this contract award is subject to the resolution of any properly submitted protest.

An Invitation for Bid (IFB) No. SD105427 was issued in accordance with Metro's Acquisition Policy and the contract type is Firm Fixed Price (FFP).

No amendments were issued during the solicitation phase of this IFB.

A total of two (2) bids were received on June 6, 2023.

## **B. Evaluation of Bids**

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

1. DSM&T Company, Inc.
2. Longview Holding Inc. dba WTS

All firms were determined to be responsive and responsible to the IFB requirements. The recommended firm, DSM&T Company Inc., the lowest responsive and responsible bidder, was found to be in full compliance in meeting the bid and technical requirements of the IFB.

## **C. Price Analysis**

The recommended bid price from DSM&T Company, Inc. (DSM&T) has been determined to be fair and reasonable based upon adequate price competition and selection of the lowest responsive and responsible bidder.

<b>Low Bidder Name</b>	<b>Bid Amount</b>	<b>Metro ICE</b>
DSM&T Company, Inc.	\$1,086,415.20	\$987,339.60
Longview Holding Inc. dba WTS	\$1,495,529.10	

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

The recommended firm, DSM&T is located in Fontana, CA has been in business for forty-one (41) years. DSM&T has provided similar products for Metro and other agencies including Modine Manufacturing, Racine, WI, Taylor Dunn, Anaheim, CA, Edelbrock, Torrance, CA and numerous other transit proprietries that are available upon request. DSM&T has provided Satisfactory service and product to Metro on previous purchases.

## DEOD SUMMARY

## ELECTRICAL WIRING HARNESS KITS/SD105427

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) established an overall 2% Disadvantaged Business Enterprise (DBE) goal for this Indefinite Delivery / Indefinite Quantity (IDIQ) solicitation. DSM&T Company, Inc. made a 2% DBE commitment.

<b>Small Business Goal</b>	<b>2% DBE</b>	<b>Small Business Commitment</b>	<b>2% DBE</b>
----------------------------	---------------	----------------------------------	---------------

	<b>DBE Subcontractor</b>	<b>Ethnicity</b>	<b>% Committed</b>
1.	Say Cargo Express, Inc.	Hispanic American	2%
<b>Total DBE Commitment</b>			<b>2%</b>

**B. Local Small Business Enterprise (LSBE) Preference**

The LSBE preference is not applicable to federally funded procurements. Federal law (49 CFR § 661.21) prohibits the use of local procurement preferences on FTA-funded projects.

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

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

**D. Prevailing Wage Applicability**

Prevailing wage is not applicable to this contract.

**E. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. Project Labor Agreement/Construction Careers Policy is applicable only to construction contracts that have a construction contract value in excess of \$2.5 million.



## Board Report

File #: 2023-0425, File Type: Contract

Agenda Number: 34.

### OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE SEPTEMBER 21, 2023

**SUBJECT: BUS BATTERIES**

**ACTION: AWARD CONTRACT FOR BUS BATTERIES**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award a two-year, Indefinite Delivery / Indefinite Quantity (IDIQ) Contract No. MA90333-2000 to Battery Power, Inc., the responsive and responsible bidder for Bus Batteries - 12V, Group 31. The contract one-year base amount is \$1,474,110.90 inclusive of sales tax, and the one-year option amount is \$1,474,110.90, inclusive of sales tax, for a total contract amount of \$2,948,221.80, subject to resolution of any properly submitted protest(s), if any.

#### **ISSUE**

Bus Batteries are used by the Bus Maintenance Department supporting a fleet of over 2,000 Metro buses. Bus batteries are required for the engine to operate and perform effectively.

Award of this contract will ensure the operating divisions have adequate inventory to repair and maintain the buses according to Metro maintenance standards and is necessary to ensure service continuity and avoid any interruption to Metro operations.

#### **BACKGROUND**

Bus batteries provide the stored electrical energy necessary to start engines on buses, energize control modules and other electrical systems. It also energizes the alternator which generates additional power for the various electrical systems installed on the bus fleet. After repeated heavy use each day for the extended service intervals on Metro buses, the batteries deteriorate and become unable to store the required amount of energy to provide the current required to start the engines on buses and supply power for the electrical subsystems. Bus batteries that fail will result in buses being taken out of service due to engine no start or stalling issues, which will impact the service provided to customers while buses are pending installation of new replacement batteries. Similar to automotive batteries, the purchase of new bus batteries includes a core charge for the recycling of failed batteries. The failed batteries are returned to the vendor for recycling. Bus batteries functioning at full capacity are crucial for the safe and reliable operation of the bus fleet.

## **DISCUSSION**

The bus operating divisions and Central Maintenance Shops use the bus batteries when performing repairs and preventative maintenance on the bus fleet. It is imperative to always have an inventory of bus batteries on hand to service the Metro 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 bus batteries that may be anticipated. The bid quantities are estimates only, with deliveries to be ordered and released as required. The purchased bus batteries are installed by Metro Mechanics.

Bus batteries will be purchased and maintained in inventory and managed by Material Management. As bus batteries are issued, the appropriate budget project numbers and accounts will be charged.

## **DETERMINATION OF SAFETY IMPACT**

The award of the contract for bus batteries will ensure that all operating divisions and the Central Maintenance Facility have an adequate inventory to maintain the equipment according to Metro Maintenance standards. This action will prevent service impacts, deferred maintenance, and ensure bus availability for revenue service.

## **FINANCIAL IMPACT**

Funding in the amount of \$1,474,110.90 for these bus batteries is included in the FY24 budget under account 50441, Parts - Revenue Vehicle in multiple bus operating cost centers under project 306002 Operations Maintenance, and in the Central Maintenance Shops cost center 3366 under project 203050 NEW FLYER/ELDORADO BUS MIDLIFE Program.

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**

The current sources of funding for this action are Federal, State, and Local including sales tax and fares. These sources are eligible for Bus Operating or Capital projects.

## **EQUITY PLATFORM**

This action will ensure that Metro’s bus fleet which serves most regions in Los Angeles County is able to provide vital transportation services to neighborhoods, including many underserved communities where disparities within the region can exist between residents’ access to jobs, housing, education, health, and safety. Bus transportation provides an important lifeline for the residents in underserved communities, and the Metro bus maintenance programs ensure the proper State of



Good Repair of the bus fleet to provide transportation for these underserved communities.

The Diversity and Economic Opportunity Department (DEOD) completed a proposal evaluation for this project and did not recommend a DBE goal for this procurement due to the lack of subcontracting opportunities.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The bus batteries support Strategic Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. The procurement of bus batteries for inventory will help to ensure the reliability of the bus fleet and enable our customers to arrive at their destinations on schedule and without interruption.

### **ALTERNATIVES CONSIDERED**

The alternative is to not award the contract and procure the bus batteries on an as-needed basis, using the traditional “min/max” replenishment method. This strategy is not recommended since it does not provide for a commitment from the supplier to ensure the availability, timely delivery, continued supply, and a guaranteed fixed price for the parts.

### **NEXT STEPS**

Upon approval by the Board, staff will execute Contract No. MA90333-2000 for the procurement of bus batteries with Battery Power, Inc.,

### **ATTACHMENTS**

Attachment A - Procurement Summary

Attachment B - DEOD Summary

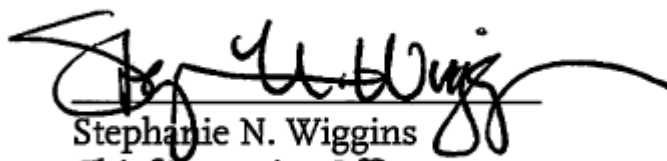
Prepared By: Harold Torres, Sr. Director, Central Maintenance, (213) 922-5714

James Pachan, Sr. Executive Officer (213) 922-5804

Matthew Dake, Deputy Chief Operations Officer (213) 922-4061

Debra Avila, Deputy Chief Vendor/Contract Management (213) 418-3051

Reviewed by: Conan Cheung, Chief Operations Officer (213) 418-3034

  
Stephanie N. Wiggins  
Chief Executive Officer



## PROCUREMENT SUMMARY

## BATTERY - 12V GROUP 31/MA90333-2000

1.	<b>Contract Number:</b> MA90333-2000	
2.	<b>Recommended Vendor:</b> Battery Power Inc., 11818 Glenoaks Blvd., San Fernando, CA 91340	
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> 3/09/23	
	<b>B. Advertised/Publicized:</b> 3/10/22	
	<b>C. Pre-proposal/Pre-Bid Conference:</b> N/A	
	<b>D. Proposals/Bids Due:</b> 4/12/23	
	<b>E. Pre-Qualification Completed:</b> 5/23/23	
	<b>F. Conflict of Interest Form Submitted to Ethics:</b> 4/20/23	
	<b>G. Protest Period End Date:</b> 9/25/23	
5.	<b>Solicitations Picked up/Downloaded:</b> 13	<b>Bids/Proposals Received:</b> 3
6.	<b>Contract Administrator:</b> Tanya Allen	<b>Telephone Number:</b> (213) 922-1018
7.	<b>Project Manager:</b> Harold Torres	<b>Telephone Number:</b> (213) 922-5714

**A. Procurement Background**

This Board Action is to approve Contract No. MA90333-2000 for the procurement of Battery – 12V Group 31. Board approval of this contract award is subject to the resolution of any properly submitted protest.

An Invitation for Bid (IFB) No. MA90333-2 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 three (3) bids were received on March 9, 2023.

## **B. Evaluation of Bids**

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

1. Battery Power Inc.
2. Peacock Systems
3. Jamison Transportation Products

All firms were determined to be responsive and responsible to the IFB requirements. The recommended firm, Battery Power, Inc., the lowest responsive and responsible bidder, was found to be in full compliance in meeting the bid and technical requirements of the IFB.

## **C. Price Analysis**

The recommended bid price of \$2,948,221.80 is 11% over the Independent Cost Estimate (ICE) of \$2,658,067.00. The ICE was based on historical pricing and did not factor in material cost increases and on-going supply chain constraints. The recommended price from Battery Power Inc. has been determined to be fair and reasonable based on adequate price competition and selection of the lowest responsive and responsible bidder.

<b>Low Bidder Name</b>	<b>Bid Amount</b>	<b>Metro ICE</b>
Battery Power Inc.	\$2,948,221.80	\$2,658,067.00
Peacock Systems	\$3,130,210.80	
Jamison Transportation Products	\$3,461,430.78	

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

The recommended firm, Battery Power Inc. is located in San Fernando, CA has been in business for 50 (fifty) years. Battery Power, Inc. has provided similar products for Metro and other agencies including Orange Coast Transportation, and City of Santa Monica and numerous other transit proprietries that are available upon request. Battery Power Inc. has provided satisfactory service and products to Metro on previous purchases.

DEOD SUMMARY

**BUS BATTERIES/MA90333-2000**

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) did not establish a Disadvantaged Business Enterprise (DBE) participation goal for this Indefinite Delivery / Indefinite Quantity (IDIQ) procurement due to lack of subcontracting opportunities. Battery Power, Inc. did not make a commitment. It is expected that Battery Power will be performing the services of this contract with their own workforce.

**B. Local Small Business Enterprise (LSBE) Preference**

The LSBE preference is not applicable to federally funded procurements.

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

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

**D. Prevailing Wage Applicability**

Prevailing wage is not applicable to this contract.

**E. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. Project Labor Agreement/Construction Careers Policy is applicable only to construction contracts that have a construction contract value in excess of \$2.5 million.



## Board Report

File #: 2023-0481, File Type: Contract

Agenda Number: 35.

---

### OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE SEPTEMBER 21, 2023

**SUBJECT: PEST AND BIRD CONTROL SERVICES**

**ACTION: APPROVE CONTRACT AWARD**

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. AWARD a firm fixed unit rate Contract No. OP485050008370 to CDS Services Inc., the lowest responsive and responsible bidder, to provide pest and bird control services throughout Metro's facilities, rail cars, and non-revenue vehicles in the not-to-exceed (NTE) amount of \$2,988,462 for the three-year base, and \$2,090,150 for the one, two-year option, for a total combined NTE amount of \$5,078,612, effective November 1, 2023, subject to the resolution of any properly submitted protest; and
- B. EXECUTE individual contract modifications within the Board approved contract modification authority.

**ISSUE**

The existing contract for pest and bird control services expires on December 31, 2023. Since services under the existing contract have expanded to include additional locations within Metro's system expansion projects, and due to the current market conditions with the unanticipated increases in material costs and labor rates, there is insufficient contract authority remaining. To avoid a lapse in service and continue providing safe, quality, regularly scheduled, and as-needed pest and bird control services systemwide, a new contract award is required effective November 1, 2023.

**BACKGROUND**

On October 26, 2017, the Metro Board of Directors awarded a firm fixed unit rate Contract No. OP852420003367 to Pestmaster Services Inc., to provide regularly scheduled and as-needed pest and bird control services throughout Metro's facilities, rail cars, and non-revenue vehicles, excluding buses, which are covered under a separate maintenance contract.

Under the existing contract, the contractor is required to provide pest and bird control services for 227 locations and 475 rail cars. With the opening of the Metro K Line (Crenshaw/LAX) and Regional

---

Connector, services were expanded to include an additional 26 locations and 32 rail cars, for an updated total of 253 locations and 507 rail cars systemwide.

## **DISCUSSION**

Under the new contract recommended for award, the contractor is required to provide regularly scheduled and as-needed pest and bird control services throughout Metro's facilities and rail cars. Services include treatment of pest infestations, pest and bird waste clean-up, installation of pest and bird deterrent applications, animal trapping, and dead animal removal.

CDS Services Inc. is a Metro certified Small Business Enterprise (SBE) Prime and a Disabled Veteran Business Enterprise (DVBE).

This contract is critical to Metro's operations, to mitigate pest and bird infestations and ensure the provision of safe and clean facilities and vehicles for Metro employees and patrons. While the new contract service frequencies and pricing schedule have been restructured to ensure efficient and site-specific quality service delivery, the contract's NTE amount reflects cost savings when compared to the existing contract amount and the Independent Cost Estimate. Therefore, it is deemed fair and reasonable.

## **DETERMINATION OF SAFETY IMPACT**

The approval of this item will ensure meeting Metro maintenance standards by providing the necessary regularly scheduled and as-needed pest and bird control services with prompt response time to deliver safe, quality, on-time, and reliable services.

## **FINANCIAL IMPACT**

For this new contract recommended for award, funding in the amount of \$665,000 for the remainder of FY24 is allocated under cost center 8370 - Facilities Contracted Maintenance Services, account 50308, Service Contract Maintenance, under various projects.

Since this is a multi-year contract, the cost center manager, Deputy Chief Operations Officer, Shared Mobility will be accountable for budgeting the cost in future years.

### **Impact to Budget**

The current source of funds for this action includes operating eligible sales tax funding including Propositions A/C, Measures R/M, and Transportation Development Act. These fund sources are eligible for bus and rail operations.

## **EQUITY PLATFORM**

Regularly scheduled and as-needed pest and bird control services contribute to improving bus and rail stations' cleanliness and providing a safe environment for Metro's patrons. Bus and rail station cleanliness was identified as one of the top areas of concern in the 2020 Customer Experience

---

Survey conducted to develop the Metro Customer Experience Plan 2022 and the FY23 Metro Budget, as well as assist with funds allocation for the FY23 budget.

Metro customers, staff, and Transit Ambassadors can report cleanliness and maintenance issues through the Customer Relations phone numbers posted throughout the rail and bus system. Customers have the option of communicating with Metro in nine (9) different languages using our translation service. Metro also ensures translated signage is posted for those reporting cleanliness and maintenance issues on the Metro system.

As part of this solicitation, two (2) Systemwide Metro Connect Industry Forum Outreach events were conducted on March 27, 2023, and April 17, 2023, with the participation of over 40 attendees representing small and medium size firms within the Equity Focus Communities. The outreach events were advertised to existing businesses registered with Metro's Diversity and Economic Opportunity Department (DEOD). During the outreach

events, staff provided an overview detailing the new enhanced Medium Size Business Enterprise (MSZ) and SBE Programs' policy for competitively negotiated procurements.

The Diversity and Economic Opportunity Department (DEOD) applied the MSZ-I Program and established a 10% SBE goal and a 3% DVBE goal. CDS Services Inc. is a Metro certified SBE Prime and a DVBE firm, making a 30% SBE and 20% DVBE commitment.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

This Board action supports Strategic Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization. Performing ongoing scheduled and as-needed pest and bird control services will ensure a safe and clean environment for our patrons as well as enhance the overall experience of customers.

## **ALTERNATIVES CONSIDERED**

The Board may elect not to approve this recommendation. This option is not recommended as it would result in a gap in service impacting Metro's system safety, cleanliness, operations, and customer experience.

With the completion of a financial-based insourcing/outsourcing study based on a quantitative and qualitative assessment, Staff has analyzed insourcing/outsourcing options for pest and bird control services among other services. Based on the findings, pest and bird control services were not recommended for insourcing as it would require Metro to obtain specialty licenses to purchase pesticides, the hiring and training of licensed personnel to apply pesticides, along with the purchase of additional equipment, vehicles, and supplies to support bird and pest control service delivery.

## **NEXT STEPS**



---

Upon approval by the Board, staff will execute Contract No. OP485050008370 with CDS Services Inc., to provide pest and bird control services throughout Metro facilities and rail vehicles systemwide, effective November 1, 2023.

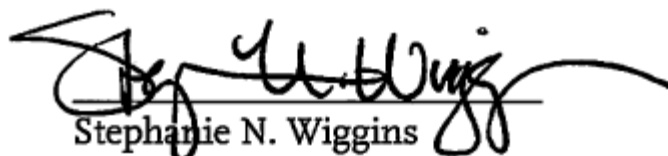
**ATTACHMENTS**

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by:       Lena Babayan, Executive Officer, Operations Administration (Interim), (213) 922-6765  
                          Ruben Cardenas, Senior Manager, Facilities Contracted Maintenance Services, (213) 922-6761  
                          Shahrzad Amiri, Deputy Chief Operations Officer, Shared Mobility, (213) 922-3061  
                          Debra Avila, Deputy Chief Vendor/Contract Management Officer (213) 418-3051

Reviewed by:       Conan Cheung, Chief Operations Officer, Transit Operations, (213) 418-3034



Stephanie N. Wiggins  
Chief Executive Officer

## PROCUREMENT SUMMARY

### PEST AND BIRD CONTROL SERVICES / OP485050008370

1.	<b>Contract Number:</b> OP485050008370	
2.	<b>Recommended Vendor:</b> CDS Services Inc.	
3.	<b>Type of Procurement (check one) :</b> <input checked="" type="checkbox"/> IFB <input type="checkbox"/> RFIQ <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> May 5, 2023	
	<b>B. Advertised/Publicized:</b> May 5, 2023	
	<b>C. Pre-Bid Conference:</b> May 11, 2023	
	<b>D. Bids Due:</b> June 12, 2023	
	<b>E. Pre-Qualification Completed:</b> June 16, 2023	
	<b>F. Conflict of Interest Forms Submitted to Ethics:</b> June 12, 2023	
	<b>G. Protest Period End Date:</b> September 26, 2023	
5.	<b>Solicitations Picked up/Downloaded:</b> 18	<b>Bids Received:</b> 3
6.	<b>Contract Administrator:</b> Shannon Thoene	<b>Telephone Number:</b> (213) 922-2790
7.	<b>Project Manager:</b> Ruben Cardenas	<b>Telephone Number:</b> (213) 922- 5932

#### **A. Procurement Background**

This Board Action is to approve the award of Contract No. OP485050008370 issued in support of pest and bird control services throughout Metro facilities, rail cars, non-revenue vehicles and service vehicles (excluding buses and bus stops). Pest and bird control services include, but are not limited to, treatment of pest infestations, pest and bird waste clean-up, installation of pest and bird deterrent measures and systems, animal trapping, and live and dead animal removal. Board approval of contract awards are subject to resolution of any properly submitted protest.

Prior to the release of the solicitation, two virtual Metro Connect Industry Forum events were conducted for this procurement on March 27, 2023, and April 17, 2023. During the outreach events, staff provided an overview detailing the new enhanced Medium Size Business Enterprise (MSZ) and SBE Programs' policy.

On May 5, 2023, Invitation for Bids (IFB) No. OP48505 was issued as a competitive sealed bid procurement in accordance with Metro's Acquisition Policy and the contract type is firm fixed unit rate. This IFB was issued under the Medium Sized Business Enterprise I Program (MSZ-I Program) which requires that bidders must be MSZ-I firms, Metro Certified Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), or Disabled Veterans Business Enterprises (DVBE) to be eligible to participate in this solicitation. Bidders were also required to meet or exceed the recommended SBE goal of 10% and a DVBE goal of 3%. Further, the solicitation was subject to the Local Small Business Enterprise (LSBE) Preference

Program which gives eligible LSBE bidders a 5% percent preference as a bid price reduction.

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

- Amendment No. 1, issued on May 12, 2023, added the Living Wage/Service Contract Worker Retention Policy Information Sheets as Exhibit 12.
- Amendment No. 2, issued on May 30, 2023, corrected the minimum limits of coverage for the required General Liability Insurance per occurrence.
- Amendment No. 3, issued on June 9, 2023, revised Exhibit 6 – Supplemental List of Current Projects to update information requested to demonstrate bidders' depth of experience in providing the service.

A virtual pre-bid conference was held on May 11, 2023, with five firms in attendance.

Eighteen firms downloaded the IFB and were included on Metro's planholders' list. Seventeen questions were received, and responses were released prior to the bid due date.

A total of three bids were received by the due date of June 12, 2023, and are listed below in alphabetical order:

1. CDS Services Inc.
2. Pestmaster Services, LP
3. Stafford Environmental Services, Inc.

## **B. Evaluation of bids**

The procurement was conducted in accordance with and complies with Metro's Acquisition Policy for a competitive sealed bid.

On June 12, 2023, the bids received were forwarded to the Pre-Qualification Office to determine eligibility to MSZ-I program requirements. Pestmaster Services LP was determined to be non-responsive and was excluded from further evaluation. The following firms were deemed responsive to the MSZ-I requirement:

1. CDS Services Inc.
2. Stafford Environmental Services, Inc.

The recommended firm, CDS Services Inc. (CDS Services), was the apparent lowest bidder, and its bid was further evaluated to determine responsiveness to the solicitation requirements. Areas of responsiveness include meeting the minimum qualifications requirements, such as years of experience providing pest and bird control services, possession of required licenses to perform the required services and having California certified pest control technicians. CDS Services was

determined to be qualified to perform the required services based on the IFB requirements.

**C. Price Analysis**

The award amount has been determined to be fair and reasonable based on adequate competition, price analysis, technical analysis, and the independent cost estimate (ICE). The award amount is \$3,730,059, or 42%, lower than the ICE primarily due to the difference in the method of calculation for pest control services for rail cars. The bidder provided a fully burdened monthly rate per location regardless of the number of rail cars, while the ICE assumed a firm fixed unit rate per rail car, per location. Metro’s staff validated the rates, and the bidder confirmed the accuracy of the rates.

	<b>Bidder Name</b>	<b>Bid Amount</b>	<b>Metro ICE</b>	<b>Award Amount</b>
1.	CDS Services Inc.	\$5,078,612	\$8,808,671	\$5,078,612
2.	Stafford Environmental Services, Inc.	\$7,170,326		

**D. Background on Recommended Contractor**

The recommended firm, CDS Services Inc., established in 2013, is located in Murrieta, California. It specializes in developing custom Integrated Pest Management (IPM) and Bird Management Plans. IPM is a specialized pest control program that is an effective and environmentally responsible approach to pest management services. CDS Services has accounts in Los Angeles, Orlando, New York, Fresno, Rocky Mountain Veterans Affairs Medical Centers, and military bases.

CDS Services is a Metro-Certified Small Business Enterprise (SBE) and Disabled Veteran Business Enterprise (DVBE).

**DEOD SUMMARY**

**PEST AND BIRD CONTROL SERVICES / OP485050008370**

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) established a 10% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) goal for this solicitation. CDS Services Inc., an SBE and DVBE prime contractor, exceeded the goal by making a 30% SBE and 20% DVBE commitment.

<b>Small Business Goal</b>	<b>10% SBE 3% DVBE</b>	<b>Small Business Commitment</b>	<b>30% SBE 20% DVBE</b>
----------------------------	----------------------------	----------------------------------	-----------------------------

	<b>SBE Subcontractor</b>	<b>% Committed</b>
1.	CDS Services Inc. (SBE Prime)	30%
	<b>Total SBE Commitment</b>	<b>30%</b>

	<b>DVBE Subcontractor</b>	<b>% Committed</b>
1.	CDS Services Inc. (DVBE Prime)	20%
	<b>Total DVBE Commitment</b>	<b>20%</b>

**B. Medium Size Business Enterprise Program I (MSZ-I)**

The Pre-Qualification Department determined that CDS is an MSZ-I.

**C. Local Small Business Preference Program (LSBE)**

CDS is a non-LSBE prime and did not subcontract at least 30% of its contract value with eligible LSBE firms. CDS did not receive the LSBE Preference.

**D. 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 \$24.52 per hour (\$18.57 base + \$5.95 health benefits), including yearly increases. The increase may be up to 3% of the total wage, annually. In addition, contractors will be responsible for submitting the required reports for the Living Wage and Service Contract Worker Retention Policy and other related documentation to staff to determine overall compliance with the policy.

**E. Prevailing Wage Applicability**

Prevailing wage is not applicable to this contract.

**F. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. Project Labor Agreement/Construction Careers Policy is applicable only to construction contracts that have a construction contract value in excess of \$2.5 million.



Board Report

File #: 2023-0485, File Type: Contract

Agenda Number: 36.

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE  
SEPTEMBER 21, 2023**

**SUBJECT: STAINLESS STEEL ANTI-GRAFFITI FILM INSTALLATION AND REPLACEMENT SERVICES FOR REGIONS 1 THROUGH 3**

**ACTION: APPROVE CONTRACT AWARD**

**RECOMMENDATIONS**

AUTHORIZE the Chief Executive Officer to:

- A. AWARD a firm fixed unit rate Contract No. OP964830008370, for Regions 1, 2, and 3 combined, to Graffiti Shield, Inc., to provide stainless steel anti-graffiti film installation and replacement services systemwide in the not-to-exceed (NTE) amount of \$15,722,845 for the three-year base, \$5,737,859 for option year one, and \$5,963,032 for option year two, for a combined NTE amount of \$27,423,736, effective December 1, 2023, subject to the resolution of any properly submitted protest(s); and
- B. EXECUTE individual contract modifications within the Board-approved contract modification authority.

**ISSUE**

Providing monthly and as-needed stainless-steel anti-graffiti film maintenance and replacement services systemwide contributes to improving bus and rail stations' cleanliness and providing a safe environment for Metro's patrons. The existing stainless-steel anti-graffiti film installation and replacement services contract's three-year base term expires on November 30, 2023.

**BACKGROUND**

On December 6, 2018, Metro Board of Directors awarded a non-competitive three-year base with two (2), one-year options contract No. OP1141410003367 to Graffiti Shield, Inc., as the sole provider of the patent-pending stainless-steel anti-graffiti film product, to provide systemwide stainless-steel anti-graffiti film installation and replacement services.

In November 2022, Graffiti Shield, Inc., informed Metro that the product's patent-pending application

---

was denied, and the stainless-steel anti-graffiti film was available for purchase. To expand competition, staff elected not to exercise the option terms for the existing non-competitive contract and instead initiated a new contract solicitation splitting Metro's service area into three (3) geographical regions. Based on Metro's enhanced programs for Medium-Size Business Enterprise (MSZ) and Small Business Enterprise (SBE) approved by the Board on June 24, 2021, all three (3) regions were released for solicitation under Metro's Medium Size Business Enterprise (MSZ1) program. As part of this solicitation, a Systemwide Metro Connect Industry Forum Outreach event was conducted on July 13, 2022, to provide a detailed overview of the enhanced MSZ and SBE programs policy for competitively negotiated procurements.

On March 8, 2023, a single bid was received by Graffiti Shield, Inc., a Metro certified SBE Prime. A market review was conducted afterward to solicit feedback from potential bidders. One firm indicated the anti-graffiti film specifications included within the solicitation package are similar to product specifications manufactured by Graffiti Shield, Inc., therefore, the firm elected not to submit a bid. Another firm stated they were disappointed by the amount of paperwork required by Metro for a bid submittal.

## **DISCUSSION**

Under this new contract, the contractor is required to conduct monthly and as-needed inspections of the stainless-steel anti-graffiti film installed systemwide, with 100% replacement of all vandalized stainless-steel anti-graffiti film. Regular and as-needed stainless-steel anti-graffiti film maintenance and replacement services are critical to protect Metro's assets, mitigate extended downtime of elevators due to vandalized stainless-steel surfaces compromising their integrity with repeated severe etching and engraving requiring costly repair and replacement, and to ensure compliance with ADA requirements and accessibility to Metro's transit system. The Metro stations that experience above average stainless-steel vandalism are highlighted in Attachment C.

Graffiti Shield, Inc., is a Metro certified SBE Prime and has been performing satisfactorily providing the necessary stainless-steel anti-graffiti film maintenance and replacement services systemwide.

There are approximately 200,000 sq. ft. of stainless-steel panel surfaces throughout the Metro transit system subject to vandalism. Based on historical data, an average of 57,000 sq. ft. of stainless-steel anti-graffiti film systemwide is etched/vandalized and replaced each month. Furthermore, the scope of services will expand during the life of this contract to include Metro's new system expansion projects for the D Line (Purple) Extension Phases I, II & III, A Line (Blue) Foothill Extension Phase 2B, and Airport Metro Connector (AMC) with an additional 13,579 sq. ft. of stainless-steel panel surface to be inspected and serviced on a monthly basis.

While the NTE amount for the new contract recommended for award is comparable to the existing contract NTE amount and 10% above the Independent Cost Estimate (ICE), it is deemed fair and reasonable when taking into consideration the expanded services to include Metro's system expansion projects and the post pandemic inflation rates impacting both labor and material costs.



---

## **DETERMINATION OF SAFETY IMPACT**

The approval of this item will ensure the delivery of timely and reliable stainless-steel anti-graffiti film maintenance and replacement services, while improving Metro bus and rail stations' overall appearance and cleanliness, and enhancing customers' experience.

## **FINANCIAL IMPACT**

For this contract, funding in the amount of \$2,794,346 for the remainder of FY24 is allocated under cost center 8370 - Facilities Contracted Maintenance Services, account 50308, Service Contract Maintenance, under various projects.

Since this is a multi-year contract, the cost center manager, Deputy Chief Operations Officer, Shared Mobility will be accountable for budgeting the cost in future years.

### **Impact to Budget**

The current source of funds for this action includes operating eligible sales tax funding including Propositions A/C, Measures R/M, and the Transportation Development Act. These fund sources are eligible for bus and rail operations.

## **EQUITY PLATFORM**

Metro customers, including those with Limited English Proficiency (LEP), Metro staff, and Transit Ambassadors can report vandalism, cleanliness, and maintenance issues through the Customer Relations numbers posted throughout the rail and bus system. Customers have the option of communicating with Metro through nine (9) different languages using our translation service. Metro also ensures translated signage is posted for those reporting vandalized glass anti-graffiti film on the Metro system.

As part of this solicitation, a Systemwide Metro Connect Industry Forum Outreach event was conducted on July 13, 2022. During the outreach event, staff provided an overview detailing the new enhanced MSZ and SBE Programs policy for competitively negotiated procurements.

The Diversity and Economic Opportunity Department (DEOD) established a 22% Small Business Enterprise (SBE) and 3% for Disabled Veterans Business Enterprise (DVBE) goals for Regions 1, 2, and 3 and was issued as a MSZ-1 solicitation.. Graffiti Shield, Inc. is an MSZ-1 as a certified SBE firm and made a 97% SBE and 3% DVBE commitment for the three (3) Regions combined.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

This Board action supports Strategic Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization. Performing ongoing anti-graffiti film maintenance and replacement services contributes to facilities' overall cleanliness and will ensure providing a safe, clean environment for our patrons, service reliability, and enhancing customers' overall experience.

## **ALTERNATIVES CONSIDERED**

The Board may elect not to approve the recommendations. This option is not recommended as it would result in a gap in service impacting Metro's system safety, cleanliness, and customer experience.

With the completion of a financial based insourcing/outsourcing study based on a quantitative and qualitative assessment, staff has analyzed insourcing/outsourcing options for stainless-steel anti-graffiti film installation and maintenance services among other services. Based on the findings, stainless-steel anti-graffiti film installation and maintenance services may be considered for insourcing. Approving this recommendation for a contract award will allow staff the time during the three-year base contract term to take the necessary steps for the planning, acquisition of equipment and materials, allocation of resources, training, and implementation to bring the stainless-steel anti-graffiti film installation and maintenance services in-house.

## **NEXT STEPS**

Upon approval by the Board, staff will execute Contract No. OP964830008370, with Graffiti Shield Inc., to provide stainless-steel anti-graffiti film maintenance and replacement services systemwide, effective December 1, 2023.

## **ATTACHMENTS**

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Attachment C - Stainless Steel Anti-Graffiti Film Vandalism Hot Spots

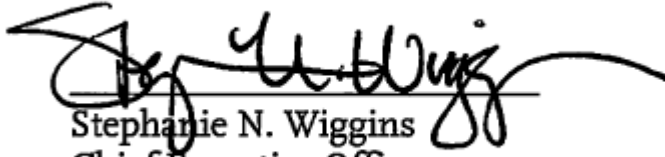
Prepared by: Lena Babayan, Executive Officer, Operations Administration (Interim), (213) 922-6765

Carlos Martinez, Director, Facilities Contracted Maintenance Services, (213) 922-6761

Shahrzad Amiri, Deputy Chief Operations Officer, Shared Mobility, (213) 922-3061

Debra Avila, Deputy Chief Vendor/Contract Management Officer (213) 418-3051

Reviewed by: Conan Cheung, Chief Operations Officer, Transit Operations,  
(213) 418-3034



Stephanie N. Wiggins  
Chief Executive Officer

## PROCUREMENT SUMMARY

## STAINLESS STEEL ANTI-GRAFFITI FILM INSTALLATION AND REPLACEMENT SERVICES / OP964830008370

1.	<b>Contract Number:</b> OP964830008370	
2.	<b>Recommended Vendor:</b> Graffiti Shield, Inc.	
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> February 1, 2023	
	<b>B. Advertised/Publicized:</b> February 1, 2023	
	<b>C. Pre-Proposal Conference:</b> February 8, 2023	
	<b>D. Proposals Due:</b> March 8, 2023	
	<b>E. Pre-Qualification Completed:</b> July 7, 2023	
	<b>F. Ethics Declaration Form Submitted to Ethics:</b> March 9, 2023	
	<b>G. Protest Period End Date:</b> September 26, 2023	
5.	<b>Solicitations Picked up/Downloaded:</b>  12	<b>Bids/Proposals Received:</b> Region 1: 1 bid Region 2: 1 bid Region 3: 1 bid
6.	<b>Contract Administrator:</b> Antonio Monreal	<b>Telephone Number:</b> 213-922-4679
7.	<b>Project Manager:</b> Maral Minasian	<b>Telephone Number:</b> 213-922-6762

**A. Procurement Background**

This Board action is to approve the award of Contract No. OP964830008370 in support of stainless steel anti-graffiti film installation and replacement services systemwide, subject to resolution of any properly submitted protest(s), if any. The scope of service was split into three geographical regions: Regions 1, 2, and 3.

Prior to release of the solicitation, Metro conducted a virtual Metro Connect Industry Forum Outreach event on July 13, 2022. During the outreach event, staff provided an overview detailing the new enhanced MSZ and SBE Program policies for competitive sealed bid procurements. The event also informed the small business community of the upcoming contracting opportunity to increase and promote small business participation.

Invitation for Bid (IFB) No. OP96483 was issued on February 1, 2023, as a competitive sealed bid procurement in accordance with Metro's Acquisition Policy. The proposed contract type is a firm fixed unit rate. Bidders were allowed to submit bids for one or more regions.

The IFB was issued under the Medium-Size Business Enterprise Program 1 (MSZ-1) which requires that bidders must be MSZ-I firms, Metro Certified Small Business Enterprises (SBE), or Disadvantaged Business Enterprises (DBE) or Disabled Veterans Business Enterprises (DVBE) to be eligible to participate in this solicitation.

Bidders were also required to meet or exceed the recommended SBE goal of 22% and a DVBE goal of 3%. Further, the solicitation was subject to the Local Small Business Enterprise (LSBE) Preference Program, which gives eligible bidders a 5 percent preference as a bid price reduction for the utilization of local small business firms.

One (1) amendment was issued during the solicitation phase of this IFB:

- Amendment No. 1, issued March 7, 2023, extended the bid due date.

A virtual Pre-Bid Conference was held on February 8, 2023, and two firms were in attendance.

A total of 12 firms downloaded the IFB and were included on the planholders' list. Only one question was received, and Metro's response was released prior to the bid due date.

On March 8, 2023, the bid due date, Metro received bids from Graffiti Shield, Inc. for Regions 1, 2 and 3. Since only one bid was received per Region from the same firm, Metro staff canvassed firms on the planholders' list to determine why no other bids were received. One firm indicated the anti-graffiti film specifications included within the solicitation package are similar to product specifications manufactured by Graffiti Shield, Inc., therefore, it elected not to submit a bid. Another firm stated they were disappointed by the amount of paperwork required by Metro for a bid submittal.

Metro staff determined that the solicitation was not restrictive. The market survey revealed that the decisions not to propose were based on individual business considerations. Furthermore, the scope of services only provided the salient physical, functional and other characteristics of the required graffiti film material and did not require the use of a specific brand or manufacturer. Therefore, this solicitation can be awarded as a competitive award.

## **B. Evaluation of Bids**

This procurement was conducted in accordance with and complies with Metro's Acquisition Policy for a competitive sealed bid. Graffiti Shield, Inc.'s bid was evaluated to determine responsiveness to the solicitation requirements. Areas of responsiveness include meeting the minimum qualifications requirements, such as years of experience providing anti-graffiti film installation and replacement services and salient features of the graffiti film material (including coating and adhesive).

Graffiti Shield Inc. was determined to be qualified to perform the required services based on the IFB requirements.

## **C. Price Analysis**

The recommended amount has been determined to be fair and reasonable based on the independent cost estimate (ICE), price analysis, fact-finding, technical evaluation

and negotiations. It is 10% higher than Metro’s ICE due to increase in fuel, insurance, and labor costs.

	<b>Bidder Name</b>	<b>Bid Amount</b>	<b>Metro ICE</b>	<b>Recommended Amount</b>
1.	Graffiti Shield, Inc.			
	Region 1	\$ 13,299,880	\$ 11,539,056	\$ 12,708,116
	Region 2	\$ 6,537,599	\$ 5,671,283	\$ 6,246,465
	Region 3	\$ 8,863,245	\$ 7,689,043	\$ 8,469,155
	Total	\$ 28,700,724	\$ 24,899,382	\$ 27,423,736

By combining all three regions into one contract, Metro staff successfully negotiated a cost savings of \$1,276,988.

**D. Background on Recommended Contractor**

Graffiti Shield, Inc. (Graffiti Shield), was founded in 2013 and is located in Anaheim, CA. It manufactures and installs surface protection products for glass, metal and other solid surfaces. The firm specializes in precut anti-graffiti films for public and private spaces. Graffiti Shield’s clients include the San Diego Metropolitan Transit System, Dallas Area Rapid Transit, and Mitsubishi Electric US, Inc.

The Graffiti Shield team includes one DVBE subcontractor, TPRK Company, that will provide cleaning services after installation of stainless steel anti-graffiti film.

Graffiti Shield is a Metro certified SBE firm and has been providing stainless steel anti-graffiti film installation and replacement services to Metro since 2013 and performance has been satisfactory.

DEOD SUMMARY

**STAINLESS STEEL ANTI-GRAFFITI FILM INSTALLATION AND REPLACEMENT SERVICES FOR REGIONS 1 THROUGH 3 / OP964830008370**

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) established a 22% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) goal for this Medium Size Business Enterprise (MSZ-I) solicitation. Graffiti Shield, Inc., an MSZ-I and certified SBE firm, exceeded the SBE goal by making a 97% SBE commitment and a 3% DVBE commitment on Regions 1, 2, and 3 combined.

<b>Small Business Goal</b>	<b>22% SBE 3% DVBE</b>	<b>Small Business Commitment</b>	<b>97% SBE 3% DVBE</b>
----------------------------	----------------------------	----------------------------------	----------------------------

	<b>SBE Subcontractor</b>	<b>% Committed</b>
1.	Graffiti Shield, Inc. (Prime)	97%
	<b>Total SBE Commitment</b>	<b>97%</b>

	<b>DVBE Subcontractor</b>	<b>% Committed</b>
1.	TPRK Consulting	3%
	<b>Total DVBE Commitment</b>	<b>3%</b>

**B. Medium Size Business Enterprise Program I (MSZ-I)**

The Pre-Qualification Department determined that Graffiti Shield, Inc. is an eligible MSZ-I.

**C. Local Small Business Preference Program (LSBE)**

Graffiti Shield, Inc. is a non-LSBE prime and did not subcontract at least 30% of its contract value with eligible LSBE firms and ineligible to receive the preference.

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

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

**E. 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).

**F. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. Project Labor Agreement/Construction Careers Policy is applicable only to construction contracts that have a construction contract value in excess of \$2.5 million.



# ATTACHMENT C

## Stainless Steel Anti-Graffiti Film Vandalism Hot Spots



**Rail Station**  
**Transfer Station**  
**Busway Station**

**Metro Rail**

- A Line** Azusa to Long Beach
- B Line** North Hollywood to Union Station
- C Line** Redondo Beach to Norwalk
- D Line** Wilshire/Western to Union Station
- E Line** Santa Monica to East LA
- K Line** Expo/Crenshaw to Westchester

**Metro Busway**

- G Line** Chatsworth to North Hollywood
- J Line** El Monte to San Pedro  
Street Service in Downtown LA and San Pedro

**Regional Rail**

- Amtrak** amtrak.com
- MetroLink** metrolinktrains.com

**Airport Shuttle**

- LAX FlyAway\*** flylax.com/flyaway
- LAX Shuttle (free)** flylax.com

**JUN 2023** Subject to Change

23-119A00R ©2023 LACMTA



## Board Report

File #: 2023-0491, File Type: Contract

Agenda Number: 37.

### OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE SEPTEMBER 21, 2023

**SUBJECT: ELEVATOR AND ESCALATOR MAINTENANCE SERVICES**

**ACTION: APPROVE RECOMMENDATIONS**

#### **RECOMMENDATIONS**

AUTHORIZE the Chief Executive Officer to:

- A. EXECUTE Modification No. 14 to Contract No. OP710100003367 with Mitsubishi Electric USA, Inc. (MEUS) to perform comprehensive preventative maintenance, inspections, and repairs of elevators and escalators along with their associated systems and equipment in the amount of \$9,481,930, increasing the total not-to-exceed amount from \$110,310,554 to \$119,792,484 and extending the period of performance from November 1, 2023, to April 30, 2024; and
- B. EXECUTE individual contract modifications within the Board approved contract modification authority.

#### **ISSUE**

The existing contract with MEUS expires on October 31, 2023. Under this contract, MEUS is responsible for providing comprehensive maintenance, repair, and inspections of elevators and escalators systemwide, excluding Gateway Headquarters Building and Union Station East Portal. Approval of the recommendations is required to ensure service continuity for elevators and escalators within Gateway Headquarters Building, Union Station East Portal as well as the new units added as part of Metro's system expansion projects, post the warranty and maintenance period. Also, this action is critical to allow the time necessary to complete a new solicitation in progress with opportunities for small business participation and to finish the improvement projects that were initiated under this contract. These projects are necessary to address major repairs due to aging/obsolete infrastructure, that have been impacted by the current market conditions and supply chain issues, leading to increased pricing and extended lead times.

#### **BACKGROUND**

On August 25, 2016, the Metro Board of Directors awarded a seven-year, firm fixed unit rate Contract No. OP710100003367 to MEUS, to provide comprehensive elevator and escalator maintenance, inspection, and repair services systemwide excluding Gateway Headquarters Building and Union

---

Station East Portal, effective November 1, 2016, through October 31, 2023. On October 22, 2020, the Metro Board of Directors awarded a 32-month, firm fixed unit rate Contract No. OP1680130003367 to Elevators, Etc., L.P. (EE), to provide comprehensive elevator and escalator maintenance services for Gateway Headquarters Building as well as Union Station East Portal, effective March 1, 2021, through October 31, 2023.

While a new solicitation for elevator and escalator maintenance services is in progress, and to allow sufficient time to finish the improvement projects initiated under the existing contracts, staff considered extending the period of performance for the two (2) existing contracts with MEUS and EE to ensure service continuity. Due to a commitment to a new project and a labor shortage, EE will not be able to perform any maintenance activities beyond October 31, 2023. Upon Board approval of the recommendations, MEUS will ensure service continuity for Metro's elevators and escalators systemwide, including all units currently maintained under the EE contract as well as the new units added as part of the system expansion projects, post the warranty and maintenance period.

MEUS has been providing satisfactory services performing preventative maintenance, inspections, repairs, critical cleaning, and as-needed services for Metro's elevators and escalators.

## **DISCUSSION**

Under the existing contract, MEUS is required to provide a systematic preventive maintenance program and timely repair of equipment to meet the State code requirements and provide a safe and reliable vertical transportation system for Metro patrons. Since the contract award, the scope of services has expanded to include an additional nine (9) elevators and four (4) escalators as part of Metro's system expansion projects for the Metro B Line (Red) Universal City Station Pedestrian Bridge, North Hollywood Station, K Line (Crenshaw/LAX) Division 16 and Location 64. In October 2023, the service area under this contract will further expand to include Metro K Line's (Crenshaw/LAX) 12 elevators and 14 escalators - increasing the number of elevators from 167 to 188 and the number of escalators from 136 to 154, for a total of 342 units systemwide.

With Board approval of this action, the service area under this contract will further expand in November 2023 to include units currently maintained under the contract with EE, with 28 elevators and seven (7) escalators located at Gateway Headquarters Building and Union Station East Portal, for a total of 35 additional units. The updated overall count of units maintained under the MEUS contract will be 216 elevators and 161 escalators, for a total of 377 units systemwide.

Significant improvements have been implemented under this contract, to enhance cleanliness for elevator hoistway glass and pit cleaning from an as-needed basis to twice a year, and for escalator step cleaning from twice a year to four times a year. State-of-good repair refurbishment projects have been an integral part of this contract, performing elevator floor replacement for 117 units at a cost of \$2 million, corrosion damage repairs to hoistway entrances and platforms at a cost of \$1.9 million, and escalator step tread replacement at a cost of \$430,000.

Additional ongoing projects to be completed under this contract include improvements identified upon surveying all units maintained within this contract. This includes modernizations for six (6) elevators with obsolete components at a cost of ~1.02 million, and one (1) escalator with obsolete parts at a

cost of ~\$183,000, replacement of failed hydraulic jack for one (1) elevator at a cost of ~\$60,000, controller cabinet coolers for nine (9) escalators at a cost of ~\$90,000, elevator cab camera installations for four (4) elevators at a cost of ~\$107,000, elevator glass door replacement with solid stainless-steel doors for 20 elevators at a cost of ~\$433,000, escalator vandalized stop switch materials replacement for 54 escalators at a cost of ~\$45,000 and balustrade panel replacement for seven (7) escalators at a cost of ~\$225,000, for a total of ~\$2.2 million. These projects have already been initiated; however, due to the unprecedented market conditions and supply chain issues, costs have increased, and equipment manufacturing/delivery has been delayed.

As-needed services will also continue, repairing damage caused by water intrusion, vandalism, and misuse of units, replacement of obsolete parts, and upgrading existing equipment. These actions are critical to ensure service reliability, compliance with ADA requirements focused on accessibility for patrons with disabilities, maintaining a state of good repair, and remaining in compliance with State code requirements.

Under the existing contract with MEUS, terms for liquidated damages are included and designed to minimize equipment downtime, provide an incentive for the contractors to respond as well as perform timely repairs in accordance with contract requirements, and keep the units in operation. Liquidated damages are also applicable for failure to repair a unit after repeated calls for the same problem and excessive equipment downtime.

The systemwide annual average unit availability Key Performance Indicator (KPI) for Metro's existing transit elevators is 98.85% and 98.75% for escalators. The elevator and escalator annual average KPIs measure units' availability while verifying the contractors' responsiveness and ability to maintain the units in operation. A units' availability is calculated taking into consideration the unit's downtime associated with scheduled maintenance and a contingency for unplanned downtime caused by misuse of units, vandalism, and/or technical matters.

A new competitive solicitation with opportunities for small business participation is in progress for two (2) new contract awards to provide the regulatory and critical preventative maintenance services for elevators and escalators. One (1) contract will service Gateway Headquarters Building and the second contract will provide services systemwide including Union Station East Portal. Approval of the recommendations will support service continuity systemwide and allow staff the time necessary to finish the solicitation in progress.

### **DETERMINATION OF SAFETY IMPACT**

The approval of these recommendations will provide continuity of maintenance services for elevators and escalators throughout Metro's transit system, Gateway Headquarters Building, and Union Station East Portal. This will also ensure compliance with State code requirements, and sustain high levels of equipment availability, to continue delivering safe, on-time, and reliable access to our patrons.

### **FINANCIAL IMPACT**

Forelevator and escalator maintenance services, funding of \$14,484,468 for the remainder of FY24 is allocated under cost center 8370 - Facilities Contracted Maintenance Services, account 50308,

Service Contract Maintenance, under various projects.

Since this is a multi-year contract, the cost center manager and Chief Operations Officer will be responsible for budgeting the cost in future fiscal years.

### Impact to Budget

The current source of funds for this action consists of operating eligible sales tax funding including Propositions A/C, Measures R/M, and the Transportation Development Act. These fund sources are eligible for bus and rail operations.

### EQUITY PLATFORM

Comprehensive elevator and escalator maintenance is critical to Metro's operations to ensure service continuity, sustain high levels of equipment availability and reliability, and minimize equipment downtime and impact on riders. The elevators and escalators throughout Metro's transit system play a vital role in riders' access, especially for mobility-impaired patrons.

Metro customers, Metro staff, and Transit Ambassadors can report vandalism, cleanliness, and maintenance issues through the Customer Relations numbers posted throughout the rail and bus system. Customers have the option of communicating with Metro through nine (9) different languages using translation services. Metro also ensures translated signage is posted for those reporting vandalized or out of service elevators and escalators on the Metro system.

Under the existing contract, MEUS made a commitment of 7.51% for SBE and 3.05% for DVBE. The project is 82% complete with the current SBE participation at 9.78%, exceeding their commitment by 2.27%, and the current DVBE participation at 3.12%, exceeding their commitment by 0.07%.

### IMPLEMENTATION OF STRATEGIC PLAN GOALS

This Board action supports Strategic Goal 1) Provide high-quality mobility options that enable people to spend less time traveling, and Strategic Goal 2) Deliver outstanding trip experiences for all users of the transportation system. Specifically, the systemwide elevator and escalator maintenance contract ensures the continuity of meeting the State mandated regulations and critical maintenance needs necessary to provide safe, clean, timely, and reliable services.

### ALTERNATIVES CONSIDERED

The Board may elect not to approve the recommendations. This option is not recommended as it would result in a gap of service significantly impacting Metro's system safety, accessibility, cleanliness, operations, and customer experience.

### NEXT STEPS

Upon approval by the Board, staff will execute Modification No. 14 to Contract No. OP710100003367

---

with MEUS, to continue providing comprehensive preventative maintenance, inspections, and repairs of elevators and escalators along with their associated systems and equipment.

**ATTACHMENTS**

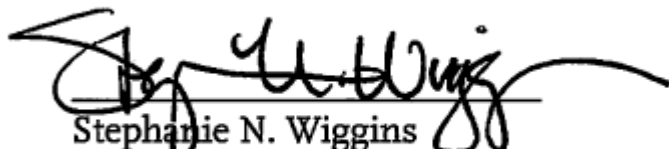
- Attachment A - Procurement Summary
- Attachment B - Contract Modification/Change Order Log
- Attachment C - DEOD Summary

Prepared by:

Lena Babayan, Executive Officer, Operations Administration (Interim), (213) 922-6765  
Carlos Martinez, Director, Facilities Contracted Maintenance Services, (213) 922-6761  
Shahrzad Amiri, Deputy Chief Operations Officer, Shared Mobility, (213) 922-3061  
Debra Avila, Deputy Chief Vendor/Contract Management Officer (213) 418-3051

Reviewed by:

Conan Cheung, Chief Operations Officer, Transit Operations,  
(213) 418-3034



Stephanie N. Wiggins  
Chief Executive Officer

## PROCUREMENT SUMMARY

## ELEVATOR/ESCALATOR MAINTENANCE / OP710100003367

1.	<b>Contract Number:</b> OP710100003367		
2.	<b>Contractor:</b> Mitsubishi Electric USA, Inc. (MEUS)		
3.	<b>Mod. Work Description:</b> Continue existing services and extend the period of performance		
4.	<b>Contract Work Description:</b> To provide comprehensive preventative maintenance, inspection and repair of elevators and escalators, along with their associated systems and equipment, throughout the entire Metro system including Metro Gateway Headquarters and Union Station East Portal.		
5.	<b>The following data is current as of:</b> 8/11/23		
6.	<b>Contract Completion Status</b>		<b>Financial Status</b>
	<b>Contract Awarded:</b>	11/1/16	<b>Contract Award Amount:</b> \$ 75,077,960
	<b>Notice to Proceed (NTP):</b>	N/A	<b>Total of Modification Approved:</b> \$ 35,232,594
	<b>Original Complete Date:</b>	10/31/23	<b>Pending Modification (including this action):</b> \$ 9,481,930
	<b>Current Est. Complete Date:</b>	4/30/24	<b>Current Contract Value (with this action):</b> \$119,792,484
7.	<b>Contract Administrator:</b> Aielyn Dumaua		<b>Telephone Number:</b> (213) 922-7320
8.	<b>Project Manager:</b> Carlos Martinez		<b>Telephone Number:</b> (213) 922-6761

**A. Procurement Background**

This Board Action is to approve Modification No. 14 to Contract No. OP710100003367 to provide comprehensive preventative maintenance, inspection, and repair of elevators and escalators, along with their associated systems and equipment, throughout the entire Metro system, including the Metro Gateway Headquarters and Union Station East Portal. This Modification will also extend the period of performance from November 1, 2023, to April 30, 2024.

This contract modification will be processed in accordance with Metro's Acquisition Policy and the contract type is firm fixed unit rate.

A total of 13 modifications have been issued to date.

Refer to Attachment B – Contract Modification/Change Order Log.

**B. Price Analysis**

Proposed fully burdened rates and escalation rates for the extended term (including Metro Gateway building the Union Station East Portal and as-needed services) are determined to be fair and reasonable based on price analysis, independent cost estimate (ICE), technical analysis, and the current Department of Labor and Statistics' indices for changes in private industry workers' salaries and commodity prices. MEUS maintained existing rates for the first 2 months of the 6-month extension period, while an escalation rate of up to 5.6% shall be effective January 1, 2024, to cover agreed-upon wage adjustments with the International Union of Elevator Constructors (IUEC) and increases in material cost.

<b>Proposed Amount</b>	<b>Metro ICE</b>	<b>Recommended Amount</b>
\$9,481,930	\$9,510,465	\$9,481,930



## CONTRACT MODIFICATION/CHANGE ORDER LOG

## ELEVATOR/ESCALATOR MAINTENANCE / OP710100003367

Mod. No.	Description	Status (approved or pending)	Date	Amount
1.	Increase contract authority due to the addition of two escalator units at the Universal City Pedestrian Bridge.	Approved	10/13/17	\$ 291,657
2.	Increase contract authority due to the addition of two escalator units at the North Hollywood Station.	Approved	1/31/18	\$ 255,200
3.	Increase contract authority due to the addition of three escalator units at the Universal Pedestrian Bridge.	Approved	11/11/18	\$ 210,719
4.	Increase contract authority due to the addition of two elevator units at the North Hollywood Station.	Approved	8/1/19	\$ 413,322
5	Increase contract authority to provide funding two escalator units at the Universal City Pedestrian Bridge to cover maintenance services for years 3 and 4 of the base term.	Approved	10/1/19	\$ 311,226
6	Increase contract authority to cover maintenance services of four additional elevator units (2 units at Location 64 and another 2 units at Division 16); and discontinue maintenance services on two (2) escalators units (1 unit at Location 61 and another unit at MGL Willowbrook/Rosa Parks).	Approved	12/9/19	\$ 172,000
7	Amend the Statement of Work to revise invoice submittal requirements.	Approved	6/18/20	\$ 0
8	Amend the Statement of Work to require the submission of Contractor's employee timesheet as supporting documentation for invoices.	Approved	1/12/21	\$ 0
9	Amend the Statement of Work to require the submission of maintenance records/reports on inoperable units.	Approved	5/11/21	\$ 0

<b>Mod. No.</b>	<b>Description</b>	<b>Status (approved or pending)</b>	<b>Date</b>	<b>Amount</b>
10	Exercise Two Year Option and extend the period of performance (POP) through 10/31/23	Approved	10/31/21	\$ 32,592,290
11	Continue existing services	Approved	1/30/23	\$ 500,000
12	Add a DVBE subcontractor	Approved	4/10/23	\$ 0
13	Continue existing services	Approved	7/17/23	\$ 486,180
14	Continue existing services, including Metro Gateway building and Union Station East Portal, and extend POP through April 30, 2024	<b>Pending</b>	<b>Pending</b>	<b>\$ 9,481,930</b>
	<b>Modification Total:</b>			<b>\$ 44,714,524</b>
	<b>Original Contract:</b>		<b>11/1/16</b>	<b>\$ 75,077,960</b>
	<b>Total Contract Value:</b>			<b>\$ 119,792,484</b>

**DEOD SUMMARY**

**ELEVATOR AND ESCALATOR MAINTENANCE SERVICES/OP710100003367**

**A. Small Business Participation**

Mitsubishi Electric US, Inc. Elevator and Escalator Division (MEUS) made a 7.51% Small Business Enterprise (SBE) and a 3.05% Disabled Veterans Business enterprise (DVBE) commitment on this contract. Based on payments, the contract is 82% complete and the current level of participation is 9.78% SBE and 3.12% DVBE, exceeding the SBE and DVBE commitments by 2.27% and 0.07%, respectively.

<b>Small Business Commitment</b>	<b>7.51% SBE 3.05% DVBE</b>	<b>Small Business Participation</b>	<b>9.78% SBE 3.12% DVBE</b>
----------------------------------	---------------------------------	-------------------------------------	---------------------------------

	<b>SBE Subcontractors</b>	<b>% Committed</b>	<b>Current Participation<sup>1</sup></b>
1.	Elevators ETC, LP	2.78%	2.99%
2.	Elite Escalator, Inc,	1.85%	2.48%
3.	Excelsior Elevator Corporation	2.82%	3.34%
4.	Lift Solutions, Inc.	0.06%	0.97%
	<b>Total</b>	<b>7.51%</b>	<b>9.78%</b>

	<b>DVBE Subcontractors</b>	<b>% Committed</b>	<b>Current Participation<sup>1</sup></b>
1.	Vintage Elevator Services, Inc.	3.05%	3.12%
2.	Double Tap Specialty Cleaning	Added	0.00%
	<b>Total</b>	<b>3.05%</b>	<b>3.12%</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**

A review of the current service contract indicates that the Living Wage and Service Contract Worker Retention Policy (LW/SCWRP) was not applicable at the time of award. Therefore, the LW/SCWRP is not applicable to this modification.

**C. Prevailing Wage Applicability**

Prevailing Wage 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. Project Labor Agreement/Construction Careers Policy is applicable only to construction contracts that have a construction contract value in excess of \$2.5 million.



## Board Report

---

File #: 2023-0499, File Type: Contract

Agenda Number: 38.

---

### OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE SEPTEMBER 21, 2023

**SUBJECT: PURCHASE OF OCS WIRE INSTALLATION TRUCK**

**ACTION: APPROVE CONTRACT AWARD**

#### **RECOMMENDATION**

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to award a firm fixed price contract, Contract No. DR97819000, to ZAGRO Bahn-und Baumaschinen GmbH, for one (1) Overhead Contact System (OCS) Wire Installation Truck for a firm fixed price of \$2,387,340.00, inclusive of sales tax, subject to resolution of any properly submitted protest(s) if any; and
- B. FINDING that there is only a single source of procurement for the item(s) set forth in Recommendation A above and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use, as defined under Public Utilities Code Section 130237.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

#### **ISSUE**

This procurement is to purchase a specialized OCS wire installation truck to be used for regular maintenance of the OCS wires along Metro's light rail system and for upcoming overhaul of the OCS systems on the C Line, A Line (north of Union Station), and E Line.

The current method of OCS wire replacement uses hand tools and manual labor to replace heavy gauge copper wire. Utilizing this new OCS wire installation truck will significantly speed up the wire replacement process, potentially reducing the length of service disruptions for patrons.

#### **BACKGROUND**

Metro currently maintains over 200 miles of Overhead Contact Wire System (OCS) wires for all light rail train lines. This OCS wire truck will be deployed to all light rail lines to maintain the OCS system and improve reliability. Since Metro currently does not have an OCS wire truck in its fleet., Traction Power crews presently use a bucket truck, crane truck, and hand tools to manually replace OCS

---

contact wire. The OCS wire truck improves work productivity and efficiencies by automating the wire removal and installation processes.

## **DISCUSSION**

The OCS wire truck will significantly enhance the maintenance process of our OCS infrastructure by allowing for the simultaneous removal of old wire and installation of new wire with the required tension. This truck will support regular maintenance activities as well as upcoming capital projects to replace the OCS wire along the C Line, A Line (north of Union Station), and E Line, improving reliability and state of good repair of the light rail system. It will allow for the simultaneous removal of old wire and installation of new wire with the required tension so that the maintenance crew can use the truck in part of the C Line OCS replacement project and also can maintain the OCS system effectively and safely.

The truck will also be utilized for all other Light Rail Lines and future OCS wire replacement and maintenance. The existing OCS wires on the Pasadena Gold Line (PGL) and Eastside Extension & Expo Phase-1 are also about due for replacement in the near future.

This truck will have a new type of diesel engine that produces lower emissions, is compliant with the South Coast Air Quality Management District (SCAQMD) emission standards, has improved efficiency in horsepower, and consumes less fuel. Metro staff researched Zero Emission (ZE) electric power trucks for purchase. The option to purchase a ZE electric power drive OCS wire truck is not available in the US market.

A 2/3 vote of the board is required per Public Utilities Code 130237:

"Notwithstanding Section 130232, the commission may direct the purchase of any supply, equipment, or material without observance of any provision in this article regarding contracts, bids, advertisement, or notice upon a finding by two-thirds of all members of the commission that there is only a single source of procurement therefor and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material already in use."

## **DETERMINATION OF SAFETY IMPACT**

Metro maintenance crews need to pull the OCS wire to achieve proper tension during wire replacement activities. A new OCS wire truck will provide better efficiency and improved safety and reliability of the light rail system.

## **FINANCIAL IMPACT**

A total of \$2,387,340.00 is needed for this action. The budget is contained in Capital Project 205121 - FY24 Metro Green Line OCS Wire Replacement Project. The Life of Project (LOP) budget is \$38,350,000.00, which is within the project budget.

---

Since this is a multi-year contract, the Project Manager will be responsible for budgeting resources in future Fiscal Years.

### Impact to Budget

The current source of funds for this action is Proposition A. This is eligible for bus and rail operations.

### **EQUITY PLATFORM**

The Diversity and Economic Opportunity Department (DEOD) did not recommend an SBE or DVBE participation goal for this procurement due to limited suppliers and only one bid submitted for the OCS wire installation trucks. Approving the award of the OCS wire installation truck permits Metro to replace the end of useful life OCS wires in optimal time. This minimizes rail service disruption for Metro riders who rely on transit services for their mode of transportation.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

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

A new OCS wire installation truck will improve OCS maintenance and the OCS wire installation process and improve safety by utilizing automated tools to speed up and increase production. With this, Metro is exercising good public policy judgment and sound fiscal stewardship.

### **ALTERNATIVES CONSIDERED**

Staff considered not purchasing a new OCS wire installation truck and continue performing the OCS wire replacement process manually using bucket trucks, crane trucks, and hand tools. Replacing the OCS wires without a specialized automation wire truck would take a much longer time to complete, especially for upcoming planned OCS replacement projects for the C Line, A Line (north of Union Station), and E Line.

### **NEXT STEPS**

Following the authorization and execution of the contract, the vendor will begin the manufacturing process and provide Metro with a production schedule to identify milestones consistent with the approved schedule.

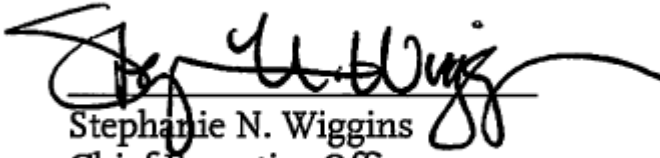
### **ATTACHMENTS**

Attachment A - Procurement Summary  
Attachment B - DEOD Summary

---

Prepared by: Kelvin Zan, Executive Officer, Operations Engineering, (213) 617-6264  
Errol Taylor, Deputy Chief Operations Officer, Maintenance and Engineering, (213) 922-3227  
Debra Avila, Deputy Chief Vendor/Contract Management (213) 418-3051

Reviewed by:  
Conan Cheung, Chief Operations Officer, Bus (213) 418-3034



Stephanie N. Wiggins  
Chief Executive Officer



## PROCUREMENT SUMMARY

## Overhead Catenary System (OCS) Wire Installation Truck

## CONTRACT NO. DR97819000

1.	<b>Contract Number: DR97819000</b>	
2.	<b>Recommended Vendor: ZAGRO Bahn-und Baumaschinen GmbH</b>	
3.	<b>Type of Procurement (check one):</b> IFB RFP RFP-A&E Non-Competitive Modification Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> 2/15/23	
	<b>B. Advertised/Publicized:</b> N/A	
	<b>C. Pre-Proposal Conference:</b> N/A	
	<b>D. Proposals Due:</b> 3/15/23	
	<b>E. Pre-Qualification Completed:</b> 6/14/23	
	<b>F. Conflict of Interest Form Submitted to Ethics:</b> 4/7/23	
	<b>G. Protest Period End Date:</b> N/A	
5.	<b>Solicitations Picked up/Downloaded:</b> 1	<b>Bids/Proposals Received:</b> 1
6.	<b>Contract Administrator:</b> Lorretta Norris	<b>Telephone Number:</b> (213) 922-2632
7.	<b>Project Manager:</b> Kelvin Zan	<b>Telephone Number:</b> (213) 617-6264

**A. Procurement Background**

This Board Action is to approve a single source Contract No. DR97819000 to ZAGRO Bahn-und Baumaschinen GmbH for the purchase of an Overhead Catenary System (OCS) Wire Installation Truck to be utilized in Metro's C Line OCS wires replacement project. Board approval of contract awards are subject to resolution of any properly submitted protest.

A Request for Proposal (RFP) was issued in accordance with Metro's Acquisition Policy for single source procurements and the contract type is a firm fixed price. SBE and DVBE goals were not recommended due to the lack of subcontracting opportunities.

Two (2) amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on March 17, 2023, clarified the Scope of Services.
- Amendment No. 2, issued on March 20, 2023, clarified the Schedule of Quantities and Prices, and Evaluation Criteria.

The proposal was received from ZAGRO Bahn-und Baumaschinen GmbH on March 15, 2023.

## **B. Evaluation of Proposals**

The proposal submitted was reviewed by staff from the Metro Operations Department and was deemed responsive and in full compliance with the technical requirements of the RFP.

ZAGRO Bahn-und Baumaschinen GmbH's (ZAGRO) proposal was reviewed for technical approach, pricing, and understanding of the work.

Metro staff engaged in discussions with ZAGRO to address questions and get clarification on the technical specifications, work plan and scope of work to ensure that it aligned with the OCS wires replacement project.

## **C. Cost Analysis**

The recommended price has been determined to be fair and reasonable based upon fact finding, an independent cost estimate (ICE), technical evaluation, additional justification and cost analysis conducted by staff.

The price variance of 10.5% from the ICE is reflective of the current global market conditions which have been heavily impacted by the COVID-19 pandemic. The market price of steel has fluctuated to almost double of what it was since the last procurement of heavy-duty trucks were purchased. A worldwide semiconductor supply shortage has stalled production within the automotive industry and drastically delayed the delivery timeline of vehicles. In addition, the global logistics landscape of moving goods is heavily burdened by a shortage of manpower combined with an increased cost of fuel driving up the freight cost for this unit. The price variance is also due to supply chain issues and labor cost escalations.

<b>Proposer Name</b>	<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Agreed Amount</b>
ZAGRO Bahn-und Baumaschinen GmbH	<b>\$2,387,340</b>	<b>\$2,161,000</b>	<b>\$2,387,340</b>

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

The recommended firm, ZAGRO Bahn-und Baumaschinen GmbH, located in Germany, has been in business for 54 years. It merged with ZWEIWEG International GmbH (founded in 1940) and Co. KG and GMEINDER LOKOMOTIVEN GmbH (founded in 1913) to form the ZAGRO Group, a full-range supplier in the field of railroad vehicles and shunting technology. The ZAGRO Group develops, designs, and produces innovative railroad and maneuvering technology. The combined expertise has allowed the group to become a leader in its field by providing its customers optimal solutions.

DEOD SUMMARY

Overhead Catenary System (OCS) Wire Installation Truck  
CONTRACT NO. DR97819000

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) did not establish a Small Business Enterprise (SBE) / Disabled Veteran Business Enterprise (DVBE) goal for this single source solicitation due to lack of subcontracting opportunities. ZAGRO Bahn-und Baumaschinen GmbH Industries (ZAGRO) did not make a commitment. It is expected that ZAGRO will perform the services of this contract with their own workforce.

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

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

**C. Prevailing Wage Applicability**

Prevailing wage is not applicable to this modification/contract.

**D. Project Labor Agreement/Construction Careers Policy**

Project Labor Agreement/Construction Careers Policy is not applicable to this Contract. Project Labor Agreement/Construction Careers Policy is applicable only to construction contracts that have a construction contract value in excess of \$2.5 million.



## Board Report

---

File #: 2023-0455, File Type: Appointment

Agenda Number: 39.

---

### OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE SEPTEMBER 21, 2023

**SUBJECT: MEMBERSHIP ON METRO'S WESTSIDE CENTRAL SERVICE COUNCIL**

**ACTION: APPROVE NOMINATION**

#### **RECOMMENDATION**

APPROVE nominee for membership on Metro's Westside Central Service Council.

#### **ISSUE**

Each Metro Service Council (MSC) is comprised of nine Representatives who serve terms of three years; terms are staggered so that the terms of three of each Council's nine members expire annually on June 30. Incumbent Representatives can serve additional terms if re-nominated by the nominating authority and confirmed by the Metro Board.

The Westside Central Service Council has vacancies created by Councilmembers who have recently resigned.

#### **BACKGROUND**

Metro Service Councils were created in 2002 as community-based bodies tasked with improving bus service and promoting service coordination with municipal and local transit providers. The MSC bylaws specify that Representatives should live in, work in, or represent the region; have a basic working knowledge of public transit service within their region, and an understanding of passenger transit needs. To do so, each Representative is expected to ride at least one transit service per month.

The MSCs are responsible for convening public hearings to receive community input on proposed service modifications, rendering decisions on proposed bus route changes, and considering staff's recommendations and public comments. All route and major service changes that are approved by the MSC will be brought to the Metro Board of Directors as an information item. Should the Metro Board decide to move an MSC-approved service change to an Action Item, the MSC will be notified of this change before the next Service Council monthly meeting.

#### **DISCUSSION**

The individual listed below has been nominated to serve on the Westside Central Service Council by the vacant seat’s nominating authority. If approved by the Board, this appointment will serve for the remainder of the three-year terms specified below. A brief listing of qualifications and the nomination letter for the new nominee are provided in Attachments A and B.

For your reference, the 2021 American Community Survey demographics and 2019 Metro Ridership Survey demographics for each region are compared to the membership, should this nominee be appointed.

Westside Central Service Council Nominee

- A. Pamela Sparrow, New Appointment  
 Nominated by: Second District Supervisor Holly J. Mitchell  
 Term: July 1, 2021 - June 30, 2024

% Region Total	Hispanic	White	Asian & PI	Black	Native Amer	Other
WSC Council Region	42.4%	30.7%	13.7%	9.1%	0.2%	3.9%
WSC Region Ridership	66%	7%	7%	16%	1%	4%
WSC Membership/No.*	37.5% / 3	25% / 2	12.5% / 1	25% / 2	0% / 0	0% / 0

The gender makeup of the Westside Central Cities Service Council will be as follows:

Gender	WSC Membership/No.	Los Angeles County
Male	50% / 4	49.7%
Female	50% / 4	50.3%

\*There is one remaining vacancy on this Service Council. A fully appointed Council consists of 9 members. The remaining vacancy will be appointed by Mayor Karen Bass.

**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 required to regularly use 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.

**EQUITY PLATFORM**

Metro seeks to appoint Service Council members who represent the diverse needs and priorities reflective of the demographics of each respective region. To encourage nominating authorities to nominate individuals who will closely reflect the region and its ridership, staff shares regional ridership, resident, and Service Council membership race/ethnicity, and gender demographics with

---

each nomination request. This practice has resulted in the Service Councils becoming much more diverse in terms of both race/ethnicity and gender over the last several years. However, approximately half of LA County residents and Metro riders are women, and there is still work that needs to be done to achieve gender equity on some of the Service Councils. Staff will continue to share demographic information and encourage nominating authorities to give weight to gender equity when considering individuals for nomination.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of this recommendation supports the following Metro Strategic Plan Goal: 30 Enhance communities and lives through mobility and access to opportunity.

### **ALTERNATIVES CONSIDERED**

The alternative to the recommendation would be for this nominee 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 a less diverse representation of their respective service areas.

### **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, implement, and improve bus service and the customer experience in their areas. Staff will also continue to work with the nominating authority for the remaining vacant seat to identify potential nominees.

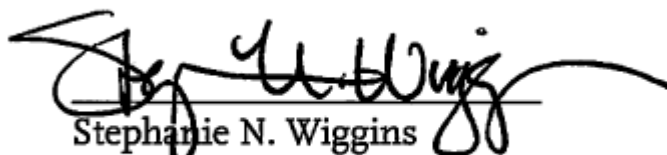
### **ATTACHMENTS**

Attachment A - New Appointee Nomination Letter

Attachment B - New Appointee Biography and Qualifications

Prepared by: Dolores Ramos, Senior Manager, Regional Service Councils, (213) 922-1210

Reviewed by: Conan Cheung, Chief Operations Officer, (213) 418-3034



Stephanie N. Wiggins  
Chief Executive Officer

**NEW APPOINTEE NOMINATION LETTER**



**BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES**

KENNETH HAHN HALL OF ADMINISTRATION  
500 W. TEMPLE STREET, STE. 866, LOS ANGELES, CALIFORNIA 90012  
PHONE: 213-974-2222 | FAX: 213-680-3283

**HOLLY J. MITCHELL**  
SUPERVISOR, SECOND DISTRICT

August 2, 2023

Ms. Dolores Ramos  
Los Angeles County Metropolitan Transportation Authority  
Regional Service Councils  
One Gateway Plaza  
Mail Stop: 99-7-1  
Los Angeles, CA 90012

Dear Ms. Ramos:

As the Supervisor for the Second Supervisorial District (Second District) of Los Angeles County, I would like to nominate Ms. Pamela Sparrow to the Westside Central Service Council (Council) to serve as the Second District's representative for the term of July 1, 2021 - June 30, 2024.

I am confident that Ms. Sparrow's knowledge and experience will serve the Council well. She understands the needs of transit riders as someone who is fully transit dependent due to a visual impairment and will advocate for more reliable, safe, affordable, and accessible service. She travels regularly by transit to her job as an Office Technician for the California Department of Veterans Affairs.

Ms. Sparrow has a long history of living and working in the Second District. She is a strong leader and a perfect fit for this role.

Please let me know if you need any additional information. Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "H. Mitchell".

Holly J. Mitchell  
Supervisor, Second District  
Los Angeles County Board of Supervisors

(TJ/KaS:sw)

**EXPOSITION PARK OFFICE**  
900 EXPOSITION BOULEVARD  
LOS ANGELES, CA 90007

**LENNOX OFFICE**  
4343 LENNOX BOULEVARD  
LENNOX, CA 90304

**MARINA DEL REY OFFICE**  
13640 MINDANAO WAY, ROOM 2C  
MARINA DEL REY, CA 90292

**VERMONT CORRIDOR OFFICE**  
510 S. VERMONT AVENUE, STE G-100  
LOS ANGELES, CA 90020

**NEW APPOINTEE BIOGRAPHY AND QUALIFICATIONS**

**Pamela R. Sparrow, Nominee to Westside Central Service Council**



Pamela Sparrow has lived and worked in the 2<sup>nd</sup> Supervisorial District for nearly 22 years. She resides in the Pico/Fairfax district and regularly rides Metro Lines 20/720, 28, 33, the E Line, as well as Santa Monica Big Blue Bus Lines 7/R7, 14, and 17. Ms. Sparrow currently works as an office technician for the California Department of Veterans Affairs.

Ms. Sparrow has also served as a Field Organizer for Hillary for America, a Delegation Liason to South Africa for the Special Olympics World Games (2015), on the 57th Presidential Inauguration Committee of President Barack Obama as a Finance Marketing Fellow, and as Deputy Travel Director for the Democratic National Committee/Obama For America. She is also a longtime volunteer for the Foundation Fighting Blindness and a member of the First African Methodist Episcopal Church of Los Angeles.

Ms. Sparrow has bachelor's degree in business administration, management and marketing from the University of Redlands, a Certificate in Professional Project Managment from the AAA Institute, and has completed the Human Resources Certificate Program in Human Resources Management/Personnel Administration at Loyola Marymount University.