



Board Report

File #: 2023-0490, File Type: Program

Agenda Number: 17.

PLANNING AND PROGRAMMING COMMITTEE  
OCTOBER 18, 2023

SUBJECT: METRO EXPRESSLANES NET TOLL REVENUE REINVESTMENT EXPENDITURE  
PLAN - ROUND 3

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

APPROVE the following actions for Round 3 of the Metro ExpressLanes Net Toll Revenue Reinvestment Grant Program, in the amount of \$124,800,000:

- A. A total of \$14,510,000 to Caltrans for improvements to the I-10 and I-110 freeway corridors (list of improvements provided in Attachment A);
- B. The I-10 recommended projects and funding awards totaling \$28,674,440 and program \$1,266,035 which includes \$920,475 from Round 2, in reserve for the corridor as shown in Attachment B;
- C. The I-110 recommended projects and funding awards totaling \$36,284,255 and program \$8,328,355 which includes \$1,082,560 deobligated from Round 1, in reserve for the corridor as shown in in Attachment C;
- D. A total of \$6,000,000 to be deposited into Reserve Accounts - \$2,400,000 for the I-10 and \$3,600,000 for the I-110 to address unforeseeable operational issues;
- E. A total of \$31,740,000 for continued incremental Transit Service improvements (see Attachment D);
- F. ADMINISTER the grant awards and Transit funding with the requirement that funding recipients bear all responsibility for any cost increases;
- G. AUTHORIZE the Chief Executive Officer (CEO) or their designee to enter into funding agreements with grantees and Transit service providers; and
- H. AUTHORIZE the Chief Executive Officer (CEO) or their designee to enter into the funding agreement with Caltrans for ongoing operations and maintenance (O&M) of the Metro ExpressLanes and other state highway system improvements within the I-10 and I-110 corridors

as shown in Attachment E.

## **ISSUE**

State law requires that net toll revenues generated from the Metro ExpressLanes be reinvested in the corridor from which they were derived, pursuant to an approved expenditure plan. In April 2023 the Board approved the guidelines, project eligibility, and the application package for the Net Toll Revenue Grant Program Round 3 (Attachments F and G). Based on the technical evaluations and in consultation with the Corridor Advisory Group (CAG) Subcommittee, staff recommends funding 16 projects totaling \$64,958,665 in Metro ExpressLanes grant approval.

Based on the April 2023 Board approved fund estimates, staff also recommends funding allocations for: reserve funds; continued funding of incremental transit service improvements along both corridors and Caltrans improvements within the I-10 and I-110 freeways. Finally, staff recommends executing the master agreement for improvements, operations, and maintenance with Caltrans to support the I-10 and I-110 ExpressLanes.

## **BACKGROUND**

In April 2023 the Board approved the reinvestment framework for the expenditure plan with the following conditions:

1. Reinvestments in the transportation corridors provide a direct benefit to reducing congestion on the Metro ExpressLanes (I-10 and I-110);
2. A set aside of funds to be placed into a reserve account;
3. Funding for the continuation of the incremental Transit Service improvements to address social equity considerations;
4. A set aside of 20% of the available grant funds to Caltrans for corridor improvements;
5. Any remaining funds available for allocation to the Grant Program comprised of three categories: Transit Use (TU), System Connectivity/Active Transportation (SC/AT), and Roadway Improvements (RI); and,
6. Grant funds to be reinvested in projects/programs that provide direct mobility benefit to the I-10 and I-110 ExpressLanes within a three-mile radius. Projects beyond a three-mile radius must demonstrate regional significance.

## **DISCUSSION**

Per the approved guidelines, the baseline targets of 40% for Transit Improvements, 40% for System Connectivity/Active Transportation, and 20% for Roadway Improvements were identified as goals, however the actual allocation of the funds is based on the merits of the proposed projects and programs, irrespective of modal category.

### **Funding Availability**

Round 3 Final available funding allocations are as follows:

	Net Toll Revenues	Available to I-110 Corridor	Available to I-10 corridor
<b>Round 3 Funds Available</b>	<b>\$124,800,000</b>		
Set-Aside (Reserve Fund)	\$6,000,000		
Set-Aside (Direct Allocation - Transit Ops)	\$31,740,000		
Set-Aside (Caltrans)	\$14,510,000		
Subtotal Set-Asides	\$52,250,000		
<b>Grant Funding Available</b>	<b>\$74,553,035*/**</b>	<b>\$44,612,560*</b>	<b>\$29,940,475**</b>
40% - Transit Uses	\$29,831,214*/**	\$17,845,024*	\$11,976,190**
40% - System Connectivity/ Active Transportation	\$29,831,214*/**	\$17,845,024*	\$11,976,190**
20% - Roadway Improvements	\$14,910,607*/**	\$8,922,512*	\$5,988,095**

\*An additional \$1,082,560 was allocated to the I-110 net set-aside from a deobligated project in Round 1.

\*\*An additional \$920,475 was allocated to the I-10 net set-aside from an unused allocation approved in Round 2.

As part of Round 3, \$74,553,035 is available for grant funding which represents a 167 percent increase in available funding over Round 2. The distribution of funds between the two corridors reflects the level of funding generated in each corridor. The recommended funding level for the I-110 projects reflects \$1,082,560 from Round 1 which was deobligated at the request of the fund's recipient from one project on the corridor and is included in the \$8,328,335 in Round 3 unprogrammed funds which will be placed in reserve for future projects within the corridor. The recommended funding level for the I-10 projects reflects \$920,475 from Round 2 which was placed in reserve for the corridor and is included in the \$1,266,035 in Round 3 unprogrammed funds which will be placed in reserve for future projects within the corridor.

#### Prior Rounds

In July 2014, the Metro Board approved 20 projects totaling \$19.3 million as part of the Round 1 Net Toll Revenue Grant Program. Of the 20 projects from Round 1, fourteen (14) have been completed, one (1) is being de-obligated per the project sponsors request, and five (5) are in progress and have expended partial funds. In August 2016, the Metro Board approved 21 projects totaling \$27.9 million for funding as part of Round 2. Of those projects, nine (9) have been completed, and twelve (12) are in progress and have expended partial funds. In the seven years since our last award 17 of the 41 projects that received awards have yet to complete their projects. One of the goals of this program is to advance funds to improve mobility so projects that are both shovel ready and have realistic completion schedules are prioritized. Attachment F shows the status of the projects that have

received prior funding.

#### Reserve Funds

Per the adopted guidelines, reserve funds are set aside to ensure availability of toll funding to cover unexpected costs required for the operation of the ExpressLanes to avoid the use of general funds. Staff is recommending a set aside of \$6,000,000 in reserve.

#### Transit Service

The adopted guidelines approved the continuation of funding for transit service improvements that were part of the original Congestion Reduction Demonstration (CRD) project. This funding is provided through a direct allocation to the transit providers to subsidize the incremental operating costs associated with increased services. These transit enhancements are a benefit for low-income commuters along the ExpressLanes corridors and have proven to be one of the major success stories for the project. Transit agencies that receive this direct allocation are: Foothill Transit, Torrance Transit, Gardena Municipal Bus Lines, and Metro's J Line service. A breakdown of the funding can be found in Attachment D.

#### Caltrans Set Aside

Through prior Board actions, Caltrans has received \$12.18 million in prior years through Round 1 and 2 of the Net Toll Revenues as well as the Bi-Annual Work Plan. As part of Round 3, staff recommends \$14.51 million in funding to Caltrans for the projects outlined in Attachment A.

In addition, per State law, Metro is required to enter into an agreement with Caltrans for the operation and maintenance (O&M) of the 10/110 ExpressLanes. Metro and Caltrans executed an O&M agreement in 2011 that has provided \$1.5-\$2 million annually to Caltrans for ongoing O&M. Board approval is requested for an updated O&M agreement that will continue to provide an estimated \$2 million annually to Caltrans and include round 3 net toll set-aside funds granted to Caltrans.

#### Evaluation and Ranking of Grant Applications

On May 9, 2023, staff distributed the application package to eligible applicants through the South Bay and San Gabriel Councils of Government, the Corridor Advisory Group, Streets and Freeways Subcommittee, the cities along the three-mile radius of the ExpressLanes, the County of Los Angeles, and Metro. Potential applicants were then invited to two workshops to review the application and evaluation process. The Workshops were held on June 20<sup>th</sup> virtually and in person at Metro Headquarters and June 26<sup>th</sup> virtually only. Presentations on the Grant application package and process were provided in May to the San Gabriel Valley COG, in May and June to the South Bay Cities COG, and in July 2023 to the Streets and Freeways Subcommittee,

Applications were received on August 7, 2023, and were reviewed for eligibility. 32 of the 32 applications submitted were deemed eligible. All projects submitted were sorted by corridor and reviewed by the technical team comprised of Metro and Caltrans staff with technical expertise in each of the target categories. Technical reviewers evaluated Mobility Benefits, EFC benefits, use of Innovative Technology, Implementation of Regional Sustainability Plans, Local Match, Cost Effectiveness, Safety, Project Readiness, and Partnership with a Community-Based Organization (see attachment G for application and detailed scoring criteria).

Upon completion of the eligibility review, project applicants were invited to a meeting of the Corridor Advisory Groups (CAG) subcommittee to present their applications. Consistent with previous practice in 2014 and 2016, the committee was formed from members of the CAG which included local Councils of Government members, transit providers, and a local community-based organization (Los Angeles Neighborhood Initiative) who volunteered to be on the review panel. The committee members were precluded from scoring projects they had submitted or sponsored. The committee members were provided access to all project presentations and applications. After reviewing all the presentations from the applicants, CAG members then indicated their own project rankings based on the following: High (A) = Project is a priority for funding; Medium (B) = Project has potential and could be funded, if funds are available; and Low (C) = Project is not recommended for funding. High = 80 points; Medium = 70 points; Low = 60 points.

Consistent with past practice approved by the Board and utilized in Rounds 1 and 2, final overall scores were averaged based on the technical review and CAG feedback and projects were sorted into modal categories. Projects were then ranked based on scores. An overall score of 70 was considered the cutoff line for funding consideration. Any projects receiving an overall score of less than 70 were not recommended for funding. Funding recommendations were based on the score within the modal category and the amount of available funding.

Staff received 32 applications totaling \$158,935,299 in funding requests. Most of the applications were for the System Connectivity/Active Transportation category and Roadway Improvements received the least. Applications were distributed as follows:

- 11 projects (34.4%) requesting \$52,752,152 (33.2%) were submitted in the Transit Use category.
- 18 projects (56.3%) requesting \$91,522,973 (57.6%) were submitted in the System Connectivity/Active Transportation category.
- 3 projects (9.3%) requesting \$14,660,174 (9.2%) were requested in the Roadway Improvements category.

Based on the technical evaluations and in consultation with the CAG Subcommittee members, staff recommends funding for 16 projects totaling \$64,958,665. Based on the number and quality of the applications, the recommended projects reflect a modal distribution of 37.2% for Transit Use, 48.8% for System Connectivity/Active Transportation and 14% for Roadway Improvements. Project funding recommendations are provided in Attachments B and C for the I-10 and I-110 respectively. Due to the System Connectivity/Active Transportation category allocation being higher than the recommended amount on the I-110, funding was reallocated from the Transit Use and Roadway Improvements categories. Due to the System Connectivity/Active Transportation and Transit Use categories allocation being higher than the recommended amount on the I-10, funding was reallocated from the Roadway Improvements category.

## **DETERMINATION OF SAFETY IMPACT**

This Board action will not have an impact on established safety standards and in many cases will improve safety in those locations where projects will be implemented.

## **FINANCIAL IMPACT**

All recommended actions will be funded with toll revenues generated from the I-10 and I-110 ExpressLanes. No other funds will be required from LACMTA. The FY2024 budget includes funding for all recommended actions in cost center 2220 (ExpressLanes). Since many of these are multi-year projects, the cost center manager and Deputy Chief Operations Officer, Shared Mobility will be responsible for budgeting project, transit service, and Caltrans O&M expenditures in future years.

### **Impact to Budget**

Net Toll Revenues generated from the Metro ExpressLanes' operation comprise the entirety of the funds recommended in this action.

## **EQUITY PLATFORM**

The Net Toll Revenue Grant applications awarded up to 10 points to projects that demonstrated a significant benefit to Equity Focus Communities (EFCs). The projects were scored on their ability to show how the project will beneficially impact EFCs. Of the 16 recommended projects, 16 demonstrated a significant positive impact to EFCs and will collect the necessary data to evaluate the EFC impact upon project completion through the use of before and after data. With an average EFC benefit score of 7, the recommended projects will increase mobility options, provide access to regional trip generators, provide safer pedestrian routes, enhance transit frequency, and provide equity program pricing among other benefits of the projects in EFCs.

Metro believes Community-Based Organizations (CBOs) provide a vital role in helping Los Angeles County become more sustainable. The applications recommended wherever possible for applicants to partner with CBOs to deliver projects. The system connectivity/active transportation application provided up to 10 points for partnering with a non-profit agency. The transit use/roadway improvements application provided up to 5 points for the partnership. Of the 16 recommended projects, 10 included a CBO partnership. Active transportation and roadway improvement projects were the most likely to partner with a CBO, with 82% of these recommended projects partnering with a CBO. Due to their role as the direct service provider, transit agencies generally did not partner with a CBO for transit use projects. Only the City of Los Angeles Wayfinding project partnered with a CBO in the transit use category.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The Metro ExpressLanes Net Toll Revenue Grants align with Strategic Goals 1: Provide high-quality mobility options that enable people to spend less time traveling and 4: Transform LA County through regional collaboration and national leadership. ExpressLanes provide drivers and transit riders with the option of a more reliable trip while enhancing the overall operational efficiency of the freeway network and enabling collaboration among partners to implement mobility improvements.

## **ALTERNATIVES CONSIDERED**

The Board may suggest alternative projects for funding through the 2023 Net Toll Revenue Reinvestment Grant Program. This alternative is not recommended because each project was evaluated based on its technical merits in consultation with the Corridor Advisory Group (CAG). Adding additional projects that did not meet the 70 point minimum score will result in projects that do not meet the technical merits or CAG priorities receiving funding that will not best provide mobility benefits to the corridor.

### **NEXT STEPS**

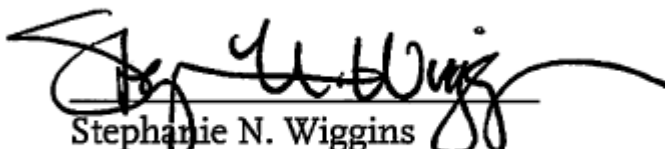
With Board approval of the recommendations, staff will develop and execute funding agreements with project applicants and transit operators and execute the O&M agreement for Metro ExpressLanes with Caltrans.

### **ATTACHMENTS**

- Attachment A - Caltrans Improvements
- Attachment B - I-10 Grant Recommendations
- Attachment C - I-110 Grant Recommendations
- Attachment D - Transit Funding
- Attachment E - Caltrans Operations and Maintenance Agreement
- Attachment F - Rounds 1 and 2 Project Status
- Attachment G - Project Eligibility Guidelines
- Attachment H - Net Toll Revenue Grant Applications

Prepared by: Michel'le Davis, Sr. Manager, ExpressLanes (213) 418-3136  
Stephen Lee, Sr. Manager, ExpressLanes (213) 418-3132  
Mark Linsenmayer, DEO, Congestion Reduction (213) 922-5569  
Shahrazad Amiri, Deputy Chief Operations Officer, Shared Mobility (213) 922-3061

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

  
Stephanie N. Wiggins  
Chief Executive Officer

## Attachment A

### Caltrans Work Plan for Improvements on I-10 and I-110 Corridors - Net Toll Reinvestment Funding

PROJECT No.	City/ County	Route	Post Miles Begin	Post Miles End	Location	Capital \$ (1,000)	Support \$ (1,000)	Total \$ (1,000)	Description/ Purpose
1	Los Angeles	110 10	9.67 17.82	20.94 29.10	1) I-110 SB/91 EB Illegal dumping and landscape counter measures 2) I-110/105 Interchange NW and SE quadrant 3) I-110 Manchester to SR91 roadside landscape, ramps south of Manchester 4) I-110 NB Adams off-ramp both sides landscape 5) I-10/5 Interchange all areas replace end-of-life landscape, irrigation, and controls 6) I-10 WB East of Cesar Chavez Ave. landscape 7) I-10/710 Interchange all areas replace end-of-life landscape, irrigation, and controls 8) I-10/Santa Anita Metro Station landscape	\$10,400	\$4,110	\$14,510	The project proposes to improve visual quality in the landscape by installing additional hardscape, planting, irrigation, and enhance access control.



I-10 Grant Recommendations

Attachment B

Rank	Project Information				Scoring	Funding			Project Type
	Project Name	Lead Agency	Category	Local Match Provided	Overall Score	Requested Amount	Recommendation	Funding Availability \$29,940,475	
1	<b>Wayfinding and Transit Amenities in Downtown Los Angeles*</b>	City of Los Angeles	Transit Use	\$85,025	71.1	\$8,414,975	\$8,414,975	\$21,525,500	Capital
	Improvement of transit and active transportation wayfinding by installing 20 bus shelters, 20 digital kiosks, and 12 gateway markers.								
2	<b>Big Bus Tiny Footprint: 24 Zero-Emission Transit Buses</b>	Foothill Transit	Transit Use	\$23,257,800	70.1	\$7,942,200	\$7,942,200	\$13,583,300	Capital
	Replace 24 42ft CNG buses with 24 42ft Electric Double Decker buses.								
3	<b>Bus Stop Shelter Improvements in Various Unincorporated Los Angeles County Communities****</b>	Los Angeles County	Transit Use	\$1,792,000	65.6	\$2,688,000	Not Recommended		Capital
	Installing 128 new bus shelters within the communities at bus stops along the I-10 and I-110 corridor								
4	<b>City of Arcadia Transit Signal Priority Enhancements</b>	City of Arcadia	Transit Use	\$130,500	62.8	\$369,500	Not Recommended		Capital
	Expand the city's transit signal priority system to Arcadia Transit's Dial-A-Ride system.								
5	<b>Central Maintenance Facility Charging Infrastructure</b>	LACMTA	Transit Use	\$600,000	62.6	\$2,700,000	Not Recommended		Capital
	Installation of eclectic bus charging infrastructure at Metro's central maintenance facility.								
6	<b>Purchase of ADA Paratransit Vehicles****</b>	Access Services	Transit Use	\$813,294	60.8	\$3,253,176	Not Recommended		Capital
	Purchase of 30 ADA accessible vans								
<b>Transit Use Category - Subtotal</b>						<b>\$16,952,876</b>	<b>\$7,942,200</b>	<b>\$13,583,300</b>	
1	<b>Valley Boulevard RIITS Communication Gap Closures*</b>	Los Angeles County	Roadway Improvements	\$0	64.5	\$5,600,000	Not Recommended		Capital
	Construct a fiber optic backbone between the County and the Cities of Alhambra, San Gabriel, El Monte, and Los Angeles County Unincorporated Communities of Bassett and Avocado Heights								
<b>Roadway Improvements Category - Subtotal</b>						<b>\$5,600,000</b>	<b>\$0</b>	<b>\$13,583,300</b>	

Rank	Project Information				Scoring	Funding			Project Type
	Project Name	Lead Agency	Category	Local Match Provided	Overall Score	Requested Amount	Recommendation	Funding Availability \$29,940,475	
1	<b>Los Angeles Street Complete Streets Improvement Project*</b>	City of Baldwin Park	System Connectivity/ Active Transportation	\$1,263,949	74.9	\$2,247,021.00	\$2,247,021	\$11,336,279	Capital
	Improvements to 11 controlled intersections and 11 bus stops.								
2	<b>City Terrace Dr. Traffic Safety Improvements*</b>	Los Angeles County	System Connectivity/ Active Transportation	\$2,020,539	74.5	\$2,371,935.00	\$2,371,935	\$8,964,344	Capital
	Improved bicycle and pedestrian facilities on City Terrace Drive from Rowan Avenue to Eastern Avenue.								
3	<b>City of San Gabriel Roadway Safety Improvements and Bike Lane Installation*</b>	City of San Gabriel	System Connectivity/ Active Transportation	\$242,600	74	\$1,253,109.00	\$1,253,109	\$7,711,235	Capital
	Intersection and Crossing improvements and Bikeway gap closure.								
4	<b>I-10 E-Bike Access Project*</b>	City of South El Monte	System Connectivity/ Active Transportation	\$607,000	72.4	\$1,725,000.00	\$1,725,000	\$5,986,235	Operating/ Capital
	Expanding the number and variety of e-family/cargo bikes available for corridor residents.								
5	<b>Traffic Calming for Parkway Dr/Denholm Dr*</b>	City of El Monte	System Connectivity/ Active Transportation	\$5,664,191	70.8	\$4,720,200.00	\$4,720,200	\$1,266,035	Capital
	Implement bicyclist and pedestrian improvements along the Denholm Drive/Parkway Drive corridor from Durfee Avenue to Thienes Avenue.								
6	<b>East Los Angeles Vulnerable Road User Detection Pilot*</b>	LACMTA	System Connectivity/ Active Transportation	\$105,000	69.0	\$395,000.00	Not Recommended		Capital
	Installation and implementation of advanced video detection at signalized intersections in East Los Angeles.								
7	<b>Advanced Traffic Controller Upgrades in Cities and Unincorporated Los Angeles County along the I-10 ExpressLanes Project*</b>	Los Angeles County	System Connectivity/ Active Transportation	\$532,000	66.3	\$4,298,000.00	Not Recommended		Capital
	Upgrade transportation infrastructure in the Cities and Unincorporated County Communities along ExpressLanes on the I-10 Freeway.								

Rank	Project Information				Scoring	Funding			Project Type
	Project Name	Lead Agency	Category	Local Match Provided	Overall Score	Requested Amount	Recommendation	Funding Availability \$29,940,475	
8	<b>Metro Bike Share (MBS) Eastside Expansion</b>	LACMTA	System Connectivity/ Active Transportation	\$3,555,000	65.7	\$5,887,500.00	Not Recommended		Operating/ Capital
	Provide up to 50 new stations with 20 docks each and a total of 600 pedal-assist Electric Bikes.								
9	<b>Walk, Bike, Move Alhambra!*</b>	City of Alhambra	System Connectivity/ Active Transportation	\$0	60.9	\$1,931,000.00	Not Recommended		Capital
	Install bike routes, bike racks, and pedestrian improvements throughout the City of Alhambra.								
10	<b>World Cup Summer Celebrate Streets****</b>	LACMTA	System Connectivity/ Active Transportation	\$0	51.8	\$5,250,000.00	Not Recommended		Operating/ Capital
	Plan, conduct robust outreach for, and execute an anticipated four Celebrate Streets open streets events for the World Cup in 2026.								
<b>System Connectivity/Active Transportation Category - Subtotal</b>						<b>\$30,078,765</b>	<b>\$12,317,265</b>	<b>\$1,266,035</b>	
<b>Total for I-10 Project List</b>						<b>\$52,631,641</b>	<b>\$20,259,465</b>	<b>\$1,266,035***</b>	

\* Project is partnering with a Non-Profit Agency

\*\* Public/Private Partnership

\*\*\* To be placed in reserve for the Corridor

\*\*\*\* Included in I-10 and I-110 due to project spanning both corridors

I-110 Grant Recommendations

Attachment C

Rank	Project Information				Scoring	Funding			Project Type
	Project Name	Lead Agency	Category	Local Match Provided	Overall Score	Requested Amount	Recommendation	Funding Availability \$44,612,560	
1	<b>Line 1 Service Enhancement</b>	Torrance Transit	Transit Use	\$1,900,000	73.6	\$3,066,435	\$3,066,435	\$41,546,125	Operating
	Increase operating service frequency to 20 minutes during peak; 45 minutes off peak on weekdays and 30-45 minutes on weekends.								
2	<b>Line 6 Service Enhancement and Expansion to Dignity Health Sports Park</b>	Torrance Transit	Transit Use	\$1,279,310	71.2	\$3,693,874	\$3,693,874	\$37,852,251	Operating
	Increase in revenue hours on weekday and start weekend service from Torrance’s Regional Transit Center to Harbor Gateway Transit Center, El Camino College, Dignity Health Sports Park and the Del Amo A-Line (Blue) Station.								
3	<b>GTrans Expansion of Line 5 - Weekend Service</b>	City of Gardena GTrans	Transit Use	\$914,699	71.0	\$1,073,742	\$1,073,742	\$36,778,509	Operating
	Expand Line 5 service to the weekends with a 30-minute frequency.								
4	<b>Inglewood Transit Connector (Vehicles)*</b>	City of Inglewood	Transit Use	\$190,852,750	67.4	\$17,350,250	Not Recommended		Capital
	Purchase of 2 of the 24 vehicles for the Inglewood Transit Connector.								

Rank	Project Information				Scoring	Funding			Project Type
	Project Name	Lead Agency	Category	Local Match Provided	Overall Score	Requested Amount	Recommendation	Funding Availability \$44,612,560	
5	<b>Bus Stop Shelter Improvements in Various Unincorporated Los Angeles County Communities****</b>	Los Angeles County	Transit Use	\$1,792,000	65.6	\$2,688,000	Not Recommended		Capital
	Installing 128 new bus shelters within the communities at bus stops along the I-10 and I-110 corridor								
6	<b>South Los Angeles On-Demand Electric Shuttle*</b>	City of Los Angeles	Transit Use	\$1,050,000	65.5	\$2,200,000	Not Recommended		Operating/ Capital
	Plan and operate the on-demand, free, electric shuttle in South Los Angeles.								
7	<b>Purchase of ADA Paratransit Vehicles****</b>	Access Services	Transit Use	\$813,294	60.8	\$3,253,176	Not Recommended		Capital
	Purchase of 30 ADA accessible vans								
<b>Transit Use Category - Subtotal</b>						<b>\$33,325,477</b>	<b>\$7,834,051</b>	<b>\$36,778,509</b>	
1	<b>Slauson Area Tree Canopy Project*</b>	LACMTA	Roadway Improvements	\$27,500,000	73.1	\$1,627,027	\$1,627,027	\$35,151,482	Capital
	Plant 945 trees in the Slauson corridor area of South Los Angeles								
2	<b>I-110 Corridor Traffic Signal Synchronization and Communication Project*</b>	Los Angeles County	Roadway Improvements	\$918,704	70.4	\$7,433,147	\$7,433,147	\$27,718,335	Capital
	Traffic signal synchronization upgrades along Main St. and fiber optics expansion and upgrades in south bay cities.								
<b>Roadway Improvements Category - Subtotal</b>						<b>\$9,060,174</b>	<b>\$9,060,174</b>	<b>\$27,718,335</b>	
1	<b>Westmont/West Athens Pedestrian Enhancement Project*</b>	Los Angeles County	System Connectivity/ Active Transportation	\$1,996,000	75.4	\$2,140,000.00	\$2,140,000.00	\$25,578,335	Capital
	Improvements to ADA compliant curb ramps, sidewalks, driveway upgrades, and street tree replacements.								

Rank	Project Information				Scoring	Funding			Project Type
	Project Name	Lead Agency	Category	Local Match Provided	Overall Score	Requested Amount	Recommendation	Funding Availability \$44,612,560	
2	<b>Rail to Rail ATC Project</b>	LACMTA	System Connectivity/ Active Transportation	\$147,284,000	71.3	\$12,000,000.00	\$12,000,000.00	\$13,578,335	Capital
	The development of a multi-use corridor for bicyclists and pedestrians.								
3	<b>Rail to Rail Active Transportation</b>	LACMTA	System Connectivity/ Active Transportation	\$147,284,000	70.7	\$5,000,000.00	\$5,000,000.00	\$8,578,335	Capital
	Six miles of Class 1 bicycle path infrastructure.								
4	<b>Regional Multi-modal Data Analytics Platform Pilot*</b>	LACMTA	System Connectivity/ Active Transportation	\$0	70.7	\$250,000.00	\$250,000.00	\$8,328,335	Capital
	Integrate diverse regional data around SoFi Stadium, establishing a central data hub for real-time and historical information.								
5	<b>Advanced Traffic Controller Upgrades in Cities and Unincorporated Los Angeles County along the I-110 ExpressLanes Project*</b>	Los Angeles County	System Connectivity/ Active Transportation	\$843,000	68.8	\$6,817,000.00	Not Recommended		Capital
	Upgrade transportation infrastructure in the Unincorporated County Communities along ExpressLanes on the Harbor Freeway (I-110).								
6	<b>Inglewood Transit Connector (Pedestrian Bridge)*</b>	City of Inglewood	System Connectivity/ Active Transportation	\$15,184,790	67.6	\$17,825,834.00	Not Recommended		Capital
	Construction of 3 pedestrian bridges on the Inglewood Transit Connector.								
7	<b>BikeLink: Enhancing Carson's Connectivity with a Class I Bike Facility and Seamless Transit Integration along Dominquez Channel*</b>	City of Carson	System Connectivity/ Active Transportation	\$2,249,786	66.2	\$11,811,374.00	Not Recommended		Capital
	The construction of Class I bike facilities from Main Street to Carson Street.								

Rank	Project Information				Scoring	Funding			Project Type
	Project Name	Lead Agency	Category	Local Match Provided	Overall Score	Requested Amount	Recommendation	Funding Availability \$44,612,560	
8	<b>Downtown Los Angeles and South Los Angeles Bicycle Network Investments</b>	City of Los Angeles	System Connectivity/ Active Transportation	\$2,920,000	66	\$5,600,000.00	Not Recommended		Capital
	Upgrade bicycling infrastructure along major corridors in the City of Los Angeles.								
9	<b>World Cup Summer Celebrate Streets****</b>	LACMTA	System Connectivity/ Active Transportation	\$0	51.8	\$5,250,000.00	Not Recommended		Operating/ Capital
	Plan, conduct robust outreach for, and execute an anticipated four Celebrate Streets open streets events for the World Cup in 2026.								
<b>System Connectivity/Active Transportation Category - Subtotal</b>						<b>\$66,694,208</b>	<b>\$19,390,000</b>	<b>\$8,328,335</b>	
<b>Total for I-110 Project List</b>						<b>\$109,079,859</b>	<b>\$36,284,225</b>	<b>\$8,328,335***</b>	

\* Project is partnering with a Non-Profit Agency

\*\* Public/Private Partnership

\*\*\* To be placed in reserve for the Corridor

\*\*\*\* Included in I-10 and I-110 due to project spanning both corridors

## Maximum Annual Funding Breakdown for Incremental Transit Service

<u>Agency</u>	<u>Lines</u>	<u>Annual Amounts</u>
<b>Foothill Transit</b>	Silver Streak and Route 699	\$1,840,000
<b>Gardena Municipal Bus Lines</b>	Line 1X and Line 2	\$920,000
<b>Metro</b>	J (Silver) Line	\$4,370,000
<b>Torrance Transit</b>	Line 4	\$805,000
<b>ANNUAL TOTAL</b>		<b>\$7,935,000</b>



**MASTER AGREEMENT FOR IMPROVEMENTS, OPERATIONS &  
MAINTENANCE OF EXPRESSLANES ON I-10 AND 110**

**Contact Information**

CALTRANS

*Godson Okereke, District Deputy Director, Maintenance for Exhibit A services*

*Nancy Pe, District Deputy Director, Project Management for Exhibit B and C WORK  
100 S. Main St. MS 15  
Los Angeles, CA 90012  
(213) 897-9863*

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

*Shahrzad Amiri  
Deputy Chief of Operations, Shared Mobility  
One Gateway Plaza  
Los Angeles, CA 90012  
(213) 922-3061*

*Attn: Tim Lew  
Senior Director, Shared Mobility  
Email: [lewt@metro.net](mailto:lewt@metro.net)  
Phone: (213) 418-3134*

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**MASTER AGREEMENT FOR IMPROVEMENTS, OPERATIONS, AND  
MAINTENANCE OF EXPRESSLANES ON I-10 AND I-110**

This MASTER AGREEMENT, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

Los Angeles County Metropolitan Transportation Authority, a public corporation/entity, referred to hereinafter as LACMTA. CALTRANS and LACMTA individually referred to as PARTY and collectively referred to as PARTIES.

**RECITALS**

1. PARTIES, pursuant to the State Highway System per the California Streets and Highways Code sections 114, 130, 149.9 and Government Code 65086.5, are authorized to enter into this Master Agreement for Creation, Improvements, Operations, and Maintenance of ExpressLanes on Interstate 10 and Interstate 110 (collectively, EXPRESSLANES) referred to herein MASTER AGREEMENT.
2. CALTRANS and LACMTA, pursuant to California Streets and Highways Code sections 114, 130 and 149.9 which were introduced by Senate Bill 1422 and amended Assembly Bill 1381 (Perez) (August 31, 2009) and the Congestion Reduction Demonstration Agreement (April 25, 2009) entered into a Cooperative Agreement (07-4875) for the conversion of high occupancy vehicle (HOV) lanes to high occupancy toll (HOT) lanes on Interstate 10 between Alameda Street/Union Station and I-605 and Interstate 110 between 182<sup>nd</sup> Street/Artesia Transit Center and Adams Boulevard (collectively, EXPRESSLANES), and for the implementation of the congestion pricing ExpressLanes program for a demonstration period.
3. CALTRANS and LACMTA, pursuant to the above code sections, entered into an Operations and Maintenance Agreement (07-4990) on August 11, 2010, which has now expired upon completion of the demonstration period.
4. The Streets and Highways Code Section 149.9 authorizes LACMTA, with the consent of CALTRANS, to conduct, administer, and operate a value-pricing and transit development program involving high-occupancy toll (HOT) lanes on EXPRESSLANES (EXPRESSLANES PROGRAM) where LACMTA may direct and authorize the entry and use of the high-occupancy vehicle (HOV) lanes by single-occupant vehicles and those vehicles that do not meet minimum occupancy requirements, as defined by LACMTA and consented to by CALTRANS for a fee . CALTRANS shall not withhold its consent unreasonably.

5. The Streets and Highways Code (SHC) Section 149.9 requires additional agreements between LACMTA, CALTRANS, and the Department of the California Highway Patrol (CHP) that identify the respective obligations and liabilities of each party relating to the EXPRESSLANES PROGRAM and clear and concise procedures for law enforcement.
6. EXPRESSLANES utilizes dynamic value pricing and a toll collection system that consists of an Automatic Vehicle Identification System, Variable Toll Message Sign (VTMS) system, and computer systems that process and post transactions to FasTrak® customer accounts. FasTrak® is the physical tool to facilitate the operation of value pricing, which authorizes the entry and use of EXPRESSLANES by single-occupant vehicles, high-occupancy vehicles with a valid FasTrak account, or vehicles that do not meet the minimum HOV requirement in exchange for payment of a toll. All these systems, including the Violation Enforcement System that are required to operate the value pricing system and pursue violators in accordance with Sections 4770 et se. and 40050 et seq. of the Vehicle Code are together referred to as the SYSTEM which is owned and operated by LACMTA.
7. Under this MASTER AGREEMENT, PARTIES intend to define the terms and conditions under which the SYSTEM is to be operated, maintained, and implemented by LACMTA.
8. SHC Section 149.9 requires LACMTA to provide for reimbursement of CALTRANS, from revenues generated by the EXPRESSLANES PROGRAM or other funding sources that are not otherwise available to state agencies for transportation-related projects, for costs incurred in connection with the implementation or operation of the EXPRESSLANES PROGRAM, as well as maintenance of state highway system facilities in connection with the EXPRESSLANES PROGRAM.
9. Under this MASTER AGREEMENT, PARTIES intend to define the terms and conditions under which CALTRANS shall perform and LACMTA shall reimburse from toll revenues the regular and recurrent roadway maintenance and operations services as detailed in Exhibit A, including regular traffic operations services (ROADWAY OPERATIONS AND MAINTENANCE/ROADWAY O&M), on the EXPRESSLANES and State highway facilities along EXPRESSLANES.
10. SHC Section 149.9 requires LACMTA to provide for reimbursement of Caltrans from toll revenues of the costs incurred for the maintenance of state highway facilities in connection with the EXPRESSLANES PROGRAM. SHC Section 149.9 would require remaining revenues to be used for improvements within the corridor from which the revenue was generated. The projects on the EXPRESSLANES and State highway facilities along EXPRESSLANES are nominated by either CALTRANS or LACMTA, concurred by both PARTIES and hereinafter referred to as EXPRESSLANES IMPROVEMENTS.

11. SHC Section 149.9 requires the agreements to provide for reimbursement of CALTRANS from the toll revenues, for the costs of maintenance of state highway facilities in connection with the EXPRESSLANES PROGRAM and would require remaining revenues to be used for improvements to the transportation corridor from which the revenue was generated. Per LACMTA Board of Directors action dated October 22, 2015, LACMTA intends to reserve at least 20% of the remaining toll revenues of the EXPRESSLANES PROGRAM, after reserving funds for ROADWAY O&M and EXPRESSLANES IMPROVEMENTS. These projects are nominated by CALTRANS, concurred by LACMTA, hereinafter referred to as NON-EXPRESSLANES IMPROVEMENTS.
12. Under this MASTER AGREEMENT, PARTIES intend to define the terms and conditions under which EXPRESSLANES IMPROVEMENTS and NON-EXPRESSLANES IMPROVEMENTS projects identified in Exhibits B & C respectively, are developed and implemented by CALTRANS and reimbursed by LACMTA using toll revenues of the EXPRESSLANES PROGRAM.
13. The intention of PARTIES in executing MASTER AGREEMENT is to define the terms and conditions under which projects identified in Exhibits B & C are developed, constructed and financed without executing separate cooperative agreements for each.
14. However, PARTIES may execute supplemental agreements (SUPPLEMENTAL AGREEMENTS) to define the responsibilities and obligations not addressed in the MASTER AGREEMENT, to develop, construct and finance specific projects identified in Exhibits B and C.
15. The following documents are attached to, and made an express part of this MASTER AGREEMENT herein:

- Exhibit A – ROADWAY MAINTENANCE AND OPERATIONS - Service Plan and associated estimated unit costs for regular and recurring operations and maintenance improvements for EXPRESSLANES.
  - Exhibit B – EXPRESSLANES IMPROVEMENTS - List of projects and their corresponding project description, project component(s), planned completion date, estimated project costs, CEQA/NEPA lead agency, and effective date concurred to by LACMTA.
  - Exhibit C – NON-EXPRESSLANES IMPROVEMENTS - List of projects and their corresponding project description, project component(s), planned completion date, estimated project costs, CEQA/NEPA lead agency, and effective date concurred to by LACMTA.
  - Exhibit D – SAMPLE PROJECT DESCRIPTION
16. CALTRANS and LACMTA will jointly execute new Exhibits each time the funding or details of the maintenance, operations, and improvements effort change. The amendment of the Exhibits will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed amendment of Exhibit A supersedes any previous Exhibit A created for this MASTER AGREEMENT. The most current fully executed Exhibit B supersedes any previous Exhibit B created for this MASTER AGREEMENT. The most current fully executed Exhibit C supersedes any previous Exhibit C created for this MASTER AGREEMENT.

17. Upon execution of this MASTER AGREEMENT, Caltrans will be authorized to begin work on the – EXPRESSLANES IMPROVEMENTS and NON EXPRESSLANE listed on Exhibit B & C respectively where a Project Description, as defined below, is executed by the PARTIES. Where Caltrans implements the work, LACMTA shall reimburse Caltrans for the cost of such EXPRESSLANES IMPROVEMENTS and NON-EXPRESSLANES IMPROVEMENTS up to the authorized amount listed on Exhibit B & C respectively. After execution of this MASTER AGREEMENT, the parties can add new projects to Exhibit B & C as follows: the party requesting to implement a new EXPRESSLANES IMPROVEMENTS and NON- EXPRESSLANES IMPROVEMENTS will complete a Project Description, as defined below, and submit to the other party for concurrence and signature. Once a project has a Project Description which is authorized and signed by both parties, then the implementing party will be authorized to begin work on the Project and where Caltrans implements the work, LACMTA shall reimburse Caltrans for the cost of such Approved EXPRESSLANES IMPROVEMENTS and NON-EXPRESSLANES IMPROVEMENTS up to the authorized amount listed on the Project Description. Once a year, Exhibit B & C will be updated to add or revise all EXPRESSLANES IMPROVEMENTS and NON-EXPRESSLANES IMPROVEMENTS with a Project Description that was agreed by both parties during the prior year. “Project Description” means a document, in the sample form attached as Exhibit D to this MASTER AGREEMENT, to be completed by the party nominating the project which will include a description of the proposed project, the scope of work, work schedule, funding plan and any other details necessary for the other party to agree upon the proposed project. Projects are subject to LACMTA Board concurrence. Once a Project Description is agreed and signed by both parties, the nominating party can begin implementing the project and if Caltrans is the nominating party, the project costs will be eligible for reimbursement under the Agreement.
18. Replacement of the Exhibits will not require an amendment to the body of this MASTER AGREEMENT unless the funding and effort responsibilities assigned to each of the parties in the MASTER AGREEMENT require it. Any reference to a particular Exhibit in the MASTER AGREEMENT is deemed to be a reference to the then current Exhibit.
19. For the purpose of this MASTER AGREEMENT, any project identified in Exhibit B and Exhibit C under this MASTER AGREEMENT will be referred to hereinafter as PROJECT. The descriptions shown in Exhibits B and C only serves to identify the PROJECT. The PROJECT scope of work is defined in the appropriate authorizing documents for the PROJECT per the Project Development Procedures Manual (PDPM).



20. All obligations and responsibilities covered in this MASTER AGREEMENT to complete the PROJECT COMPONENT(S) of projects identified in Exhibits B and C will be referred to hereinafter as WORK.

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

The PID identifies the PROJECT need and purpose, stakeholder input, project alternatives, anticipated right-of-way requirements, preliminary environmental analysis, initial cost estimates, schedule, and potential funding sources.

PA&ED includes the completion of the Final Environmental Document and the Project Report (documenting the project alternative selection).

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT OF WAY Capital) and the cost of the staff work in support of the acquisition (RIGHT OF WAY Support).

CONSTRUCTION work includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION Capital) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION Support).

21. The term MASTER AGREEMENT includes this document, any attachments, exhibits, SUPPLEMENTAL AGREEMENTS and amendments.

This MASTER AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this MASTER AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this MASTER AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this MASTER AGREEMENT.

If any provisions in this MASTER AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other MASTER AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this MASTER AGREEMENT.

Except as otherwise provided in the MASTER AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this MASTER AGREEMENT.

PARTIES will review this MASTER AGREEMENT at least once every five (5) years and may revise it as necessary.

In order to terminate the MASTER AGREEMENT for each PROJECT identified in Exhibits B and C, PARTIES shall execute an individual PROJECT CLOSURE STATEMENT identifying the PROJECT that needs to be closed out.

The PROJECT CLOSURE STATEMENT will not be signed until there is a final disbursement of funds, all audit and reporting requirements are met, and the WORK for that PROJECT is completed. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

22. In this MASTER AGREEMENT, capitalized words represent defined terms, initialisms, or acronyms.
23. All sections of this MASTER AGREEMENT including Recitals and Responsibilities are legally enforceable.

PARTIES hereby set forth the terms, covenants, and conditions of this MASTER AGREEMENT.

## **RESPONSIBILITIES**

### **OPERATIONS AND MAINTENANCE**

24. LACMTA to implement the SYSTEM, that includes the implementation of the FasTrak® toll collection system and to administer a value pricing program, with concurrence from CALTRANS, for EXPRESSLANES at no cost to CALTRANS including: (a) operations and maintenance for any devices installed by LACMTA, or its authorized agent(s), exclusively needed for the Toll Collection System; (b) establishing value pricing program business rules and account policies, including setting the amount of the FasTrak® fees; (c) collecting fees from FasTrak® customers in accordance with the business rules and account policies; and (d) shall conform with applicable State and federal laws and policies.
25. CALTRANS shall perform and LACMTA shall reimburse from toll revenues of the EXPRESSLANES PROGRAM, as per the terms of this MASTER AGREEMENT, for ROADWAY O&M which includes regular and recurrent roadway maintenance and operation services as estimated in Exhibit A, including regular traffic operations services.
26. Exhibit A details the mutually agreed Estimated Annual Maintenance Cost and Workplan for the ROADWAY O&M activities described therein.
27. The details regarding the funding and distribution of effort for ROADWAY O&M have been identified in Exhibit A.
28. The funding provided in Exhibit A are just the estimates and if they are insufficient to complete ROADWAY O&M, CALTRANS will promptly notify LACMTA. PARTIES shall work together to identify and implement cost control measures.
29. CALTRANS shall schedule any ROADWAY O&M services to occur on Sunday mornings, except for safety related activities and traffic investigations that may require immediate services.
30. CALTRANS will invoice and LACMTA will reimburse quarterly for the actual costs of ROADWAY O&M.
31. CALTRANS to submit to LACMTA an updated Exhibit A for ROADWAY O&M proposed for the next fiscal year, on an annual basis at least one hundred (100) days prior to the start of each fiscal year.

32. LACMTA designates CALTRANS to provide EXPRESSLANES and ROADWAY Maintenance and operational activities. Operational activities are outlined in the Traffic Incident Management Plan (TIMP) including TIMP monthly coordination meetings, and LACMTA shall be billed and shall reimburse CALTRANS for actual costs.
33. It is mutually agreed the cost of Roadway Maintenance and Operation will be reimbursed at 100% of actual costs.
34. In the event of damage to or destruction of SYSTEM and Toll Collection System on the EXPRESSLANES, LACMTA shall have responsibility for repair and replacement.
35. If channelizers are employed in the operation of EXPRESSLANES, CALTRANS Maintenance will monitor the EXPRESSLANES and pick up loose/displaced channelizers from the roadway periodically. LACMTA shall pay for all material and labor, for the installation and replacement of channelizers on a continual basis by LACMTA's contractors.
36. It is mutually agreed that upgrades for amenities and services within the CALTRANS communications system, including but not limited to permanent power solutions, permanent HVAC solutions, and upgrade security access at the two communication hub buildings (Norwalk and San Gabriel Valley) are needed. Maintenance and any cost sharing responsibilities of the communications system will be detailed in a separate agreement.

## **EXPRESSLANES IMPROVEMENTS AND NON-EXPRESSLANES IMPROVEMENTS**

### **Sponsorship**

37. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for adjusting the PROJECT scope to match committed funds or securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this MASTER AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

38. LACMTA is the SPONSOR for the EXPRESSLANES IMPROVEMENTS.
39. CALTRANS is the SPONSOR for the NON-EXPRESSLANES IMPROVEMENTS.

**Implementing Agency**

- 40. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.
- 41. CALTRANS is the IMPLEMENTING AGENCY for the WORK at LACMTA costs.
- 42. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT.

**Funding**

- 43. PARTIES will establish the “not to exceed” programed toll revenue funds to-fulfill for each PROJECT, as identified in Exhibits B and C under this MASTER AGREEMENT.
- 44. CALTRANS will not be reimbursed for costs beyond the funds obligated in the Exhibits of the MASTER AGREEMENT. Any funds expended by CALTRANS prior to the EFFECTIVE DATE as identified in Exhibits B and C of this MASTER AGREEMENT, except as provided for herein, shall not be reimbursed without prior written consent of LACMTA and shall be spent at CALTRANS’ own risk.
- 45. WORK costs, except those that are specifically identified to be excluded in this MASTER AGREEMENT, are to be paid from the funds obligated in Exhibits B and C under this MASTER AGREEMENT. Costs that are specifically excluded from the funds obligated in this MASTER AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this MASTER AGREEMENT.
- 46. If there are insufficient funds available in this MASTER AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, CALTRANS will fund these activities until such time as PARTIES amend this MASTER AGREEMENT. That CALTRANS may request reimbursement for these costs during the amendment process.
- 47. If there are insufficient funds in this MASTER AGREEMENT to implement the obligations and responsibilities of this MASTER AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this MASTER AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

48. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

**CEQA/NEPA Lead Agency**

49. It is the responsibility of the CEQA/NEPA lead agency to interpret and determine the applicability of the various laws and requirements associated with protection of the human and natural environment.
50. CALTRANS will serve as the NEPA lead agency in accordance with federal law and through consultation with any involved federal agency or with an agency which has been assigned NEPA lead agency status by a federal agency.
51. PARTIES will determine who will carry out CEQA lead agency responsibilities in accordance with the PARTIES standards and policies in effect at the time.
52. PARTIES will identify the CEQA and NEPA lead agency in appropriate Exhibits B or C in which the PROJECT is listed.

**Project Initiation Document (PID)**

53. CALTRANS is responsible for all PID WORK except those activities and responsibilities that are assigned to LACMTA or other local agencies under a SUPPLEMENTAL AGREEMENT and those activities that are excluded under this MASTER AGREEMENT.

**Environmental Permits, Approvals and Agreements**

54. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTIES responsibilities in this MASTER AGREEMENT.
55. The required permits will be identified in the PROJECT environmental document.

56. Unless otherwise assigned in a SUPPLEMENTAL AGREEMENT, CALTRANS is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

**Project Approval and Environmental Document (PA&ED)**

57. CALTRANS is responsible for all PA&ED WORK except those activities and responsibilities that are assigned to LACMTA or other local agencies under a SUPPLEMENTAL AGREEMENT and those activities that are excluded under this MASTER AGREEMENT.
58. Any PARTY preparing environmental documentation, including studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that the PROJECT remains in environmental compliance.

**California Environmental Quality Act (CEQA)**

59. The CEQA Lead Agency will determine the type of CEQA documentation and will cause that documentation to be prepared in accordance with CEQA requirements.
60. Any PARTY involved in the preparation of CEQA documentation will prepare the documentation to meet CEQA requirements and follow the CEQA Lead Agency's standards that apply to the CEQA process.
61. Any PARTY preparing any portion of the CEQA documentation, including any studies and reports, will submit that portion of the documentation to the CEQA Lead Agency for review, comment, and approval at appropriate stages of development prior to public availability.
62. The CEQA Lead Agency will attend all CEQA-related public meetings.

63. If a PARTY who is not the CEQA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the CEQA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the CEQA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the CEQA Lead Agency to review, comment on, and approve those changes at least five (5) working days prior to the public meeting date.

The CEQA Lead Agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities.

National Environmental Policy Act (NEPA)

64. Pursuant to Chapter 3 of Title 23, United States Code (23 U.S.C. 326) and 23 U.S.C. 327, CALTRANS is the NEPA Lead Agency for the PROJECT. CALTRANS is responsible for NEPA compliance, will determine the type of NEPA documentation, and will cause that documentation to be prepared in accordance with NEPA requirements.

CALTRANS, as the NEPA Lead Agency for PROJECT, will review, comment, and approve all environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) at appropriate stages of development prior to approval and public availability.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination and obtain, renew, or amend approvals pursuant to the Federal Endangered Species Act, and Essential Fish Habitat.

When required as NEPA Lead Agency, CALTRANS will conduct consultation and coordination approvals pursuant to Section 106 of the National Historic Preservation Act.

65. Any PARTY involved in the preparation of NEPA documentation will follow FHWA and CALTRANS standards that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook (available at [www.fhwa.dot.gov/hep/index.htm](http://www.fhwa.dot.gov/hep/index.htm)) and the CALTRANS Standard Environmental Reference.



66. Any PARTY preparing any portion of the NEPA documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
67. CALTRANS will prepare, publicize, and circulate all NEPA-related public notices. CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.
68. The NEPA Lead Agency will attend all NEPA-related public meetings.
69. If a PARTY who is not the NEPA Lead Agency holds a public meeting about the PROJECT, that PARTY must clearly state its role in the PROJECT and the identity of the NEPA Lead Agency on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the NEPA public review process.

That PARTY will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the NEPA Lead Agency for review, comment, and approval at least ten (10) working days prior to publication or use. If that PARTY makes any changes to the materials, it will allow the NEPA Lead Agency to review, comment on, and approve those changes at least three (3) working days prior to the public meeting date.

The NEPA Lead Agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

### **Plans, Specifications, and Estimate (PS&E)**

70. CALTRANS is responsible for all PS&E WORK except those activities and responsibilities that are assigned to LACMTA or other local agencies under a SUPPLEMENTAL AGREEMENT and those activities that are excluded under this MASTER AGREEMENT.
71. If funding is not provided for RIGHT-OF-WAY components of PROJECT, then the PROJECT cannot be advertised and awarded for CONSTRUCTION since the completion of necessary RIGHT-OF-WAY activities is required to proceed with the CONSTRUCTION phase.
72. CALTRANS will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

73. CALTRANS will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.
74. If the WORK identified in Exhibits B and C under this MASTER AGREEMENT does not include CONSTRUCTION component, then PARTIES acknowledge that the activities Final District PS&E Package (255.20) and Contract Bid Documents "Ready to List" (260) will be performed by CALTRANS. Because CALTRANS is anticipated to perform the advertisement, award, and administration (AAA) of the construction contract, the PS&E package must be reviewed and approved by CALTRANS District and HQ Office Engineers prior to advertisement.

LACMTA will ensure that any consultant involved in the preparation of the PS&E package will remain available to address all comments generated during the performance of the Final District PS&E Package and Contract Bid Documents "Ready to List" activities.

### **RIGHT-OF-WAY**

75. CALTRANS is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to LACMTA or other local agencies under a SUPPLEMENTAL AGREEMENT and those activities that are excluded under this MASTER AGREEMENT.
76. If funding is not provided for PS&E component for PROJECT, then the PROJECT cannot be advertised and awarded for CONSTRUCTION without completing the necessary PS&E activities.
77. The California Transportation Commission is responsible for hearing and adopting Resolutions of Necessity.
78. CALTRANS will provide Right of Way Certification prior to PROJECT advertisement.
79. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
80. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

**CONSTRUCTION**

81. CALTRANS is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to LACMTA or other local agencies under SUPPLEMENTAL AGREEMENT and those activities that are excluded under this MASTER AGREEMENT.
82. The PROJECT cannot be advertised and awarded for CONSTRUCTION without obtaining the physical and legal possession of the right-of-way and right-of-way certification has been issued by CALTRANS.
83. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract.
84. If the lowest responsible construction contract bid is greater than the funding commitment to CONSTRUCTION CAPITAL, PARTIES must agree in writing on a course of action within fifteen (15) working days. If no agreement is reached within fifteen (15) work days, CALTRANS will not award the construction contract.
85. CALTRANS will implement changes to the construction contract through Change Orders. PARTIES will review and concur on all Change Orders over \$500,000.
86. Prior to CONSTRUCTION, CALTRANS and LACMTA will develop and execute a new or amended maintenance agreement if required in Exhibits B and C under this MASTER AGREEMENT.

87. Upon completion of WORK, ownership to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System within State Highway System right-of-way as part WORK become the property of CALTRANS. Any materials and equipment constructed or installed for the operations and/or maintenance of SYSTEM shall become the property of LACMTA.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside the State Highway System right-of-way.

### **Schedule**

88. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

## **Additional Provisions**

### *Standards*

89. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; FHWA standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide (WSG) which defines WORK BREAKDOWN STRUCTURE (WBS) – WBS is a standardized hierarchical listing of project work activities/products in increasing levels of detail constituting each PROJECT COMPONENT.
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual

### *Qualifications*

90. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.
91. CALTRANS shall allocate to the maintenance services to be provided under this MASTER AGREEMENT, qualified staff and adequate equipment and shall deliver to LACMTA any information reasonably requested by LACMTA to verify that CALTRANS has sufficient equipment, personnel and other resources to satisfy its obligations hereunder. CALTRANS will staff a maintenance supervisor or equivalent designee to be responsible for coordinating Maintenance Services and assuring quality control, at no cost to LACMTA.

### *Encroachment Permits*

92. CALTRANS will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

93. LACMTA and their contractors shall apply for necessary encroachment permits(s) for required toll collection system or vehicle enforcement system work within CALTRANS highway right-of-way, in accordance with CALTRANS's standard permit procedures. Permits will be issued at no charge to LACMTA, or its authorized agent(s), unless an inspection is required, then a fee will be charged based on job type, length of work, traffic closure, and so forth. STATE will endeavor to issue encroachment permits within 30 days following receipt of an acceptable application.
94. CALTRANS shall provide a qualified CALTRANS representative who shall have the authority to accept or reject work and materials, or to order any actions needed for public safety or the preservation of property, and to assure compliance with all the Encroachment Permit(s) issued to LACMTA and/or to LACMTA's authorized agent(s).

Protected Resources

95. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

96. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

97. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public documents. PARTIES will consult with each other prior to the release of any public documents related to the WORK.

98. OPERATIONAL DATA generated by CALTRANS and LACMTA, or its authorized agent(s), shall be made available upon request by either party to this MASTER AGREEMENT within thirty (30) days. LACMTA, or its authorized agent(s), will abide by the EXPRESSLANES Privacy Policy and all applicable laws to ensure that account holder personal information will not be disclosed.
- a. CALTRANS and LACMTA receive no warranty regarding provided data, whether express or implied, and all warranties of merchantability and fitness of provided data for any particular purpose are expressly disclaimed.
  - b. CALTRANS and LACMTA make no warranty that the data provided will be free of errors, and that the provided data is on and as is and with all faults basis.
  - c. CALTRANS and LACMTA will not license or distribute any shared data to any parties not included in this MASTER AGREEMENT, without the written consent of the other party, except for purposes of the National Evaluation required by USDOT.

Hazardous Materials

99. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

100. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
101. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.
- CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this MASTER AGREEMENT.

102. For pre-CONSTRUCTION component, PARTIES agree to avoid any parcel(s) containing HM-1 within PROJECT limits and outside the existing State Highway System right-of-way. If such parcel(s) are deemed unavoidable in accordance with CALTRANS policy, LACMTA will notify the appropriate regulatory agency to report the presence of HM-1 to facilitate parcel remediation/cleanup. Responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. PARTIES will meet and discuss potential impacts to PROJECT cost, scope and schedule.
103. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right of way during the CONSTRUCTION component, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. CALTRANS will notify the appropriate regulatory agency to report the presence of HM-1. PARTIES will meet and discuss potential impacts to PROJECT cost, scope and schedule.
104. The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this MASTER AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.
105. CALTRANS is responsible for HM-2 MANAGEMENT within the PROJECT limits.
106. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

107. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
108. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this MASTER AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

Accounting and Audits

109. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.



110. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this MASTER AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

111. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the state auditor, FHWA (if the PROJECT utilizes federal funds), and LACMTA will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this MASTER AGREEMENT.

112. On a fiscal year annual basis, LACMTA will provide CALTRANS with EXPRESSLANES revenue and expenditures reports. Standard reports will be developed by LACMTA or its authorized agent(s) to measure FasTrak® revenues and expenditures.

The reports shall be in a format approved by CALTRANS in conformance with USDOT Reporting Requirements and herein referred to as EXPRESSLANES Revenue and Expenditure Report.

Interruption of Work

113. If WORK stops for any reason, each PARTY will continue to implement the obligations of this MASTER AGREEMENT, including the commitments and conditions included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.
114. Upon the termination of the EXPRESSLANES PROGRAM, CALTRANS shall use funds from revenues generated by EXPRESSLANES to restore EXPRESSLANES to conditions acceptable to CALTRANS, within eighteen (18) months after termination, unless otherwise modified by mutual agreement of both CALTRANS and LACMTA. In the event there are insufficient revenues, LACMTA, in cooperation with CALTRANS, shall secure funding from other sources.

Penalties, Judgments and Settlements

115. The cost of awards, judgments, or settlements generated by the WORK are to be paid from the funds obligated in this MASTER AGREEMENT.
116. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this MASTER AGREEMENT.
117. Fines, interest, or penalties against a PARTY will not be considered costs eligible for reimbursement from the PROJECT. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will be responsible to pay such costs and will indemnify and hold all other PARTIES harmless per the terms of this MASTER AGREEMENT.

Environmental Compliance

118. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this MASTER AGREEMENT to include completion of those additional tasks.

Lane Closures

119. Notwithstanding other provisions in this MASTER AGREEMENT, when necessary, CALTRANS may close EXPRESSLANES and/or open EXPRESSLANES to general-purpose traffic for incident management, or emergency response in accordance with established rules, guidelines and criteria in accordance with the approved Traffic Incident Management Plan (TIMP) developed for EXPRESSLANES. In such event, LACMTA shall adjust its VTMS signs upon receipt of the proper notification from CALTRANS to reflect the special operating configuration of the lanes.

120. CALTRANS may close EXPRESSLANES and/or open EXPRESSLANES to general-purpose traffic for construction purposes and maintenance purposes in accordance with terms of this MASTER AGREEMENT. In such event, CALTRANS shall notify LACMTA **two (2) weeks** in advance of such occurrences. In such event, LACMTA shall adjust its VTMS signs to reflect the special operating configuration of the lanes.
121. CALTRANS shall not close the EXPRESSLANES during peak hours without meeting and conferring with LACMTA prior thereto, and CALTRANS shall provide at least three (3) months prior written notice to LACMTA in the event any CALTRANS activity in a portion of the EXPRESSLANES CORRIDOR requires a partial or full closure of the EXPRESSLANES for longer than 24 hours, except as to those closures for incident management, or emergency response which are not anticipated by CALTRANS prior to the inception of the event causing such closure.

Operations of Toll Facility

122. LACMTA shall provide CALTRANS upon request with available operational data related to the Toll Facility, including, but not limited to; traffic volumes, occupancy data including average vehicle occupancy, and changeable message board data (“OPERATIONAL DATA”) for use in state-wide reports and engineering studies.

Public Safety and Policing

123. No Right to Toll Facility Customer Information. LACMTA shall not provide CALTRANS with any independent right to any personally identifiable information (PII) customer information regarding the use of toll facility other than general anonymized statistical data. ↘

Compliance with Laws

124. LACMTA shall follow all applicable traffic enforcement laws and regulations and both Parties shall comply with all applicable privacy laws with respect to customer information.

Airspace Reserve

125. Airspace over or under any portion of the Toll Facility is hereby expressly reserved to CALTRANS, with the exception of toll collection equipment, gantries and toll enforcement equipment, any ExpressLanes traffic control devices, ITS equipment, and sensors.

Communications

126. The term COMMUNICATIONS MATERIALS, as used herein, include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites, radio and public service announcements, electronic media, and construction site signage.
127. CALTRANS shall coordinate with LACMTA regarding all COMMUNICATIONS MATERIALS proposed to be used by CALTRANS for advertising or public relations purposes prior to publication. CALTRANS shall not allow LACMTA related copy to be published in CALTRANS' advertisements and public relations programs without prior coordination with LACMTA.
128. CALTRANS shall ensure that all COMMUNICATIONS MATERIALS contain recognition of LACMTA's and Metro EXPRESSLANES PROGRAM contribution to ROADWAY O&M, EXPRESSLANES IMPROVEMENTS and NON-EXPRESSLANES IMPROVEMENTS as more particularly set forth in the then current "Funding Agreement Communications Materials Guidelines" available online or from the LACMTA Project Manager.
129. In addition to complying with the above, CALTRANS shall:
  - a. include prominently/in the lead, at a minimum, recognition of Metro EXPRESSLANES PROGRAM contribution to the maintenance and projects on literature, marketing brochures, newsletters, invitations and other communication materials by including the phrase in the likes of "This project was partially funded by Metro EXPRESSLANES PROGRAM."
  - b. include in any Joint Agency press release, at a minimum, a recognition of Metro EXPRESSLANES PROGRAM contribution to the projects by including the phrase in the likes of "This project was funded by Metro EXPRESSLANES PROGRAM."
  - c. notify the LACMTA Project Manager of all planned press events, ribbon cuttings, groundbreakings, and all other public and/or press events related to the projects at a minimum thirty (30) days before such events take place to allow LACMTA to participate in such events, at LACMTA's sole discretion.
  - d. prominently display the following phrase on all signage for project structures, facilities, and construction sites: "This project made possible by Metro [Metro logo] and Metro EXPRESSLANES PROGRAM [Metro EXPRESSLANES PROGRAM logo]"
  - e. request the most current Metro logo and the most current Metro EXPRESSLANES PROGRAM logo from the LACMTA Project Manager when creating any and all communications materials containing the Metro logo and Metro EXPRESSLANES PROGRAM logo.

130. The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.
131. CALTRANS shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce COMMUNICATIONS MATERIALS for public and external purposes will comply with the requirements contained in this Section.
132. The LACMTA Project Manager shall be responsible for monitoring CALTRANS compliance with the terms and conditions of this Section. CALTRANS failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

## **GENERAL CONDITIONS**

### **Venue**

133. PARTIES understand that this MASTER AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This MASTER AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this MASTER AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this MASTER AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

### **Exemptions**

134. All CALTRANS' obligations under this MASTER AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
135. All LACMTA's obligations under this MASTER AGREEMENT are subject to the approval of the allocations of resources to the EXPRESSLANES in the annual document that shows the EXPRESSLANES toll revenues, identifies the budget for the administration of the EXPRESSLANES PROGRAM and various maintenance and project expenses that are to be funded by EXPRESSLANES toll revenues including but not limited to ROADWAY O&M, EXPRESSLANES IMPROVEMENTS, and NON-EXPRESSLANES IMPROVEMENTS for the next fiscal year and the various projects to be implemented by CALTRANS and other local agencies within the corridor (EXPENDITURE PLAN) by the LACMTA Board of Directors.

136. CALTRANS retains the right to protect public safety, preserve property rights, and ensure that all projects on the State Highway System are in the best interest of the system, as determined by CALTRANS.

**Indemnification**

137. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by LACMTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon LACMTA under this MASTER AGREEMENT. It is understood and agreed that LACMTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by LACMTA, its contractors, sub-contractors, and/or its agents under this MASTER AGREEMENT.
138. Neither LACMTA nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this MASTER AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless LACMTA and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this MASTER AGREEMENT.

**Non-parties**

139. PARTIES do not intend this MASTER AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this MASTER AGREEMENT. PARTIES do not intend this MASTER AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
140. PARTIES will not assign or attempt to assign obligations to PARTIES not signatory to this MASTER AGREEMENT without an amendment to this MASTER AGREEMENT.

### **Ambiguity and Performance**

141. Both PARTIES have actively participated in the drafting of this MASTER AGREEMENT. Any ambiguity contained in this MASTER AGREEMENT will not be interpreted against either PARTY. The PARTIES waive the provisions of California Civil Code section 1654.

A waiver of a PARTY's performance under this MASTER AGREEMENT will not constitute a continuous waiver of any other provision nor would it constitute a waiver of future performance.

142. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

### **Defaults**

143. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

144. A default under this MASTER AGREEMENT is defined as any one or more of the following: (i) CALTRANS fails to comply with the terms and conditions contained herein; (ii) CALTRANS fails to perform satisfactorily or makes a material change, as determined by LACMTA as its sole discretion, to Exhibits B and C or the WORK scope without LACMTA's prior written consent or approval as provided herein; or (iii) CALTRANS is consistently responsible for being behind schedule in meeting milestones or in delivering the WORK.

### **Dispute Resolution**

145. PARTIES will first attempt to resolve MASTER AGREEMENT disputes at the PROJECT team level. On January 21, 2020, both PARTIES entered into a Partnering Agreement. PARTIES shall adhere to the conflict resolution process as outlined in the Partnering Agreement. If they cannot resolve the dispute themselves, the CALTRANS District 7 Director and the Chief Executive Officer of LACMTA or his designee will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this MASTER AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

146. The remedies described herein are non-exclusive. In addition to the above remedies specified herein, the parties shall each have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

**Prevailing Wage**

147. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations found in Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY’s own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY’s employees is exempt from federal prevailing wage requirements.

**INVOICE AND PAYMENT**

148. LACMTA will pay invoiced amount within forty-five (45) calendar days of receipt of the invoice unless LACMTA is paying with Electronic Funds Transfer (EFT). When paying with EFT, LACMTA will pay the invoiced amount within thirty (30) business days of receipt of the invoice.
149. If LACMTA has received EFT certification from CALTRANS, then LACMTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
150. CALTRANS will invoice and LACMTA will reimburse monthly for actual costs of work performed in the EXPRESSLANES IMPROVEMENTS up to the amount against the respective WORK as shown in Exhibit B.



151. CALTRANS will invoice and LACMTA will reimburse monthly for actual costs of work performed in the NON-EXPRESSLANES IMPROVEMENTS up to the amount against the respective WORK, as shown in Exhibit C.
152. The toll revenue funds for each EXPRESSLANES IMPROVEMENTS and NON-EXPRESSLANES IMPROVEMENTS shall be paid on a reimbursement basis, with all reporting, invoicing, auditing and general terms of funding under this agreement for WORK as follows:
- a. CALTRANS shall provide LACMTA with written notice when 25%, 50%, and 80% of the funds have been expended for EXPRESSLANES IMPROVEMENTS.
  - b. Reimbursement of WORK costs shall be paid on a monthly basis as follows: The amount of the payment by LACMTA is subject to the provisions herein below.
    - i. Any toll revenue funds expended by CALTRANS prior to the EFFECTIVE DATE identified in Exhibits B and C under this MASTER AGREEMENT for the specific WORK, except as provided for herein, shall not be reimbursed without the prior written consent of LACMTA.
    - ii. CALTRANS must demonstrate timely use of the toll revenue funds by:
      1. Meeting the most current approved planned completion date, agreed to by CALTRANS and LACMTA; and
      2. Submitting the MONTHLY EXPENSE/PROGRESS REPORT for each project using the format shown in REPORTING AND EXPENDITURE GUIDELINES (attached to MASTER AGREEMENT herein) within fifteen (15) days following the month for which the report is due. LACMTA will not reimburse CALTRANS until the completed required reports are received and approved.
      3. Begin expenditure of funds within one year of approval to avoid potential lapsing of funds.

**SIGNATURES**

PARTIES are authorized to enter into this MASTER AGREEMENT and have delegated to the undersigned the authority to execute this MASTER AGREEMENT on behalf of the respective agencies and hereby covenants to have followed all the necessary legal requirements to validly execute this MASTER AGREEMENT.

**STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION**

**LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION  
AUTHORITY**

\_\_\_\_\_  
Gloria Roberts  
Acting D7 District Director

\_\_\_\_\_  
Stephanie N. Wiggins  
Chief Executive Officer

VERIFICATION OF FUNDS AND  
AUTHORITY:

APPROVED AS TO FORM:  
Dawyn R. Harrison  
County Counsel

\_\_\_\_\_  
Vickie Murphy District Budget Manager

APPROVED AS TO FORM AND  
PROCEDURE:

\_\_\_\_\_  
By: Deputy

\_\_\_\_\_  
Meera Danday  
Deputy Attorney

CERTIFIED AS TO FINANCIAL TERMS  
AND POLICIES:

\_\_\_\_\_  
Darwin Salmos  
HQ Accounting Supervisor

**PROJECT CLOSURE STATEMENT INSTRUCTIONS**

1. Did PARTIES complete all scope, cost and schedule commitments included in this MASTER AGREEMENT and any amendments to this MASTER AGREEMENT?  

YES / NO
  
2. Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?  

YES / NO
  
3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this MASTER AGREEMENT and any amendments to this MASTER AGREEMENT were completed?  

YES / NO
  
4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third party billings (utilities, etc.) have been settled before termination of the MASTER AGREEMENT?  

YES / NO
  
5. Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?  

YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this MASTER AGREEMENT.

**SAMPLE PROJECT CLOSURE STATEMENT**

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 07-5092 for PROJECT (EA XXXXX) and any amendments to the agreement. The final signature date on this document formally concludes responsibility for PROJECT under agreement 07-5092) except survival articles. All survival articles in agreement 07-5092 for PROJECT (EA XXXXX) will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.  
**CALTRANS**

\_\_\_\_\_  
Name  
District Director

\_\_\_\_\_  
Date

CERTIFIED AS TO ALL FINANCIAL OBLIGATIONS/TERMS AND POLICIES

\_\_\_\_\_  
Name  
District Budget Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Name  
Chief Executive Officer

\_\_\_\_\_  
Date

## **REPORTING AND EXPENDITURE GUIDELINES**

### **Reporting Procedures**

1. The Monthly Expense & Progress Report documents all WORK related activities and expenditures in any month. CALTRANS shall diligently complete all information requested on the form. Clear and detailed explanation must be included where necessary to explain lack of activity, delays, and other special and/or out of ordinary circumstances.
2. Monthly Expense & Progress Reports are to be submitted to LACMTA by the 15<sup>th</sup> of each month.
3. Upon completion of the WORK, CALTRANS shall submit a final report that will include the WORK's final evaluation.
4. If no WORK activity has occurred during a particular quarter, CALTRANS will still submit the Monthly Progress Report documenting the reason for no activity. The report shall be sent to the LACMTA Executive Officer on the COVER SHEET of this MASTER AGREEMENT.

### **Expenditure Guidelines**

5. Any activity or expense above and beyond the scope of work required to complete PROJECT COMPONENT as defined in the CALTRANS Workplan Standards Guide is considered ineligible.
6. Administrative cost (personnel, office supplies, and equipment) is defined as the on-going expense incurred by CALTRANS for the duration and direct benefit of the PROJECT. As a condition of eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting, and budgeting of the PROJECT. Additionally, expenses must be reasonable and appropriate to the activities related to the PROJECT.

### **Definitions**

7. Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary (including the remediation of hazardous materials encountered in the course of Project completion), and consistent with established CALTRANS practices.

8. Excessive Cost: Any expense proven “excessive” by LACMTA staff will be adjusted to reflect a “reasonable and customary” level. For detail definition of “reasonable cost”, please refer to the Federal Register OMB Circulars A-87 Cost principals for State and Local Governments, and A-122 Cost Principals for Non-Profit Organizations.
9. Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

**FOR LACMTA USE ONLY**

**MONTHLY EXPENSE/PROGRESS REPORT**

For Caltrans Freeway Projects

Date Received	
Project Manager	

**SECTION I: GENERAL INFORMATION**

PROJECT TITLE \_\_\_\_\_  
Agreement Number 07-5092

**Project's Report Schedule:**

**Fiscal Year:**     2017-2018     2018-2019     2019-2020     2020-2021

**Month:** \_\_\_\_\_

**Date Submitted:** \_\_\_\_\_

**Quarterly Progress/  
Expense Report Number** \_\_\_\_\_

**Project Sponsor** \_\_\_\_\_

LACMTA  
**Representative/Project  
Manager** \_\_\_\_\_

**Caltrans Project Manager** \_\_\_\_\_

I certify that I am the responsible Project Manager and representative of Caltrans and that to the best of my knowledge and belief the information stated in this report is true and correct.

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Name*

\_\_\_\_\_  
*Title*

**SECTION II: MONTHLY EXPENSE REPORT**

	Toll Revenue Funds \$	Total \$
This Month Expenditure - Caltrans		
This Month Expenditure - Consultants		
Total Funds Expended this Month (Caltrans and Consultants)		
Total Funds Expended to Date (Caltrans and Consultants)		
Total Project Budget		
Balance		

<b>Percent of Project Completed</b>	
-------------------------------------	--

**SECTION III: QUARTERLY PROGRESS REPORT**

Please note that letters or other forms of documentation may not be substituted for this form.

**DELIVERABLES & MILESTONES**

List all deliverables and milestones as stated in the MASTER AGREEMENT, with start and end dates. Calculate the total project duration. If start and/or end dates change from those stated in the MASTER AGREEMENT, indicate the new dates and re-calculate the project duration. **DO NOT CHANGE THE ORIGINAL MILESTONE START AND END DATES; EXCEPT** the original milestone date for Ready To List (RTL) may be revised after the completion of PA&ED; and, the original milestone date for Construction Contract Acceptance (CCA) may be revised after award of the construction contract.

Milestone	Original Schedule		Revised Schedule		Actual Schedule	
	Start Date Per Scope Of Work	End Date Per Scope Of Work	Start Date	End Date	Start Date	End Date
<b>Total Project Duration (days)</b>						
<b>Project Delay (%) (If applicable)</b>	a. $[(\text{Revised Duration} - \text{Original Duration}) / \text{Original Duration}] \times 100 = \text{_____}\%$ b. $[(\text{Actual Duration} - \text{Original Duration}) / \text{Original Duration}] \times 100 = \text{_____}\%$					

A. Based on the comparison of the original and actual project milestone schedules above, project



is (select only one):

- On schedule per original scope                       Up to 30% behind original schedule  
 Between 31%-60% behind original schedule    More than 60% behind original schedule

B. Was the project design started within 6 months of the date originally stated in the MASTER AGREEMENT?

- Yes                       No                       Not Applicable

C. Was a construction contract awarded within 9 months after completion of design?

- Yes                       No                       Not Applicable

D. If the project is 60%+ behind schedule, check one of the following reasons for the delay. Section 3 below should be used to provide more detail as needed.

- LACMTA-Requested Delay (attach documentation)  Lawsuit or Litigation  
 Other Agency Delay (attach documentation)    Natural Disasters/Acts of God  
 Other

Explain \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1. STATUS REPORT**

Describe tasks accomplished this quarter based on the approved schedule of deliverables.

**2. PROBLEMS**

Describe problem areas (this quarter only) and how they have been/will be resolved. Pay particular attention to schedule delays.

**3. ACTION ITEMS FOR NEXT QUARTER**

If project is delayed, include appropriate action items to get project back on schedule or to avoid further delays.

**EXHIBIT A**

**Estimated Maintenance Annual Budget**

<b>Category/Family</b>	<b>Frequency</b>	<b>Maintenance Activities for ExpressLanes</b>	<b>Caltrans Effort</b>		<b>Unit Costs</b>
			<b>Estimated Hours/Year</b>	<b>Estimated Costs</b>	<b>Hourly/Rate</b>
<b>Work for Others A Family</b>		<b>Flexible Pavement</b>	<b>100</b>	<b>\$15,000</b>	<b>\$150</b>
Routine Inspection (multi-purpose inspection) Complaint Investigation Pothole patching Crack Sealing	Weekly As Needed As Needed As Needed				
<b>Work for Others B Family</b>		<b>Rigid Pavement</b>	<b>100</b>	<b>\$15,000</b>	<b>\$150</b>
Routine Inspection (multi-purpose inspection) Complaint Investigation	Weekly As Needed				
<b>Work for Others C Family</b>		<b>Ditches, Channels, Drainage</b>	<b>720</b>	<b>\$76,000</b>	<b>\$106</b>

Routine Inspection Complaint Investigation Drainage Clean-out Fence/ Glare Screen	Weekly As Needed As Needed As Needed				
<b>Work for Others D Family</b>		<b>Sweeping, Litter and Graffiti Removal</b>	<b>1400</b>	<b>\$125,000</b>	<b>\$89</b>
Routine Inspection Debris/Litter/Graffiti Complaint Investigation Debris/Litter/Graffiti Removal Roadway Sweeping Illegal Sign Removal Roadway debris clearing after incident	Weekly As Needed As Needed Monthly As Needed As Needed				
<b>Work for Others E Family</b>		<b>Landscaping</b>	<b>860</b>	<b>\$76,000</b>	<b>\$88</b>
Restore shoulder landscaping	As Needed				
<b>Work for Others F Family</b>		<b>Storm Water Management Program</b>	<b>50</b>	<b>\$9,000</b>	<b>\$180</b>
Storm water drainage inspection Storm water drain cleaning	As Needed As Needed				
<b>Work for Others H Family</b>		<b>Bridge</b>	<b>2000</b>	<b>\$129,000</b>	<b>\$65</b>

Structural Inspection	As Needed				
Structural Repair	As Needed				
Paint Inspection	As Needed				
Paint Repair	As Needed				
Deck Spall Repair	As Needed				
Joint Seals Cleaning/ Repair	As Needed				
<b>Work for Others K Family</b>		<b>Signals and Lightings</b>	<b>650</b>	<b>\$219,000</b>	<b>\$337</b>
Routine Highway Lighting Inspection (at night)	Weekly				
Lighting Complaint Investigation	As Needed				
Highway Lighting Repairs	As Needed				
Loop Detectors – Existing	As Needed				
<b>Work for Others M Family</b>		<b>Striping and Signs</b>	<b>4150</b>	<b>\$356,000</b>	<b>\$86</b>
Routine Inspection	Weekly				
Spot Re-striping of EXPRESSLANES	As Needed				
Routine Sign Panel and Structure Inspection	Weekly				
Sign Panel/Structure Complaint Investigation	As Needed				
Sign Panel/Structure Repair/Replacement (includes New Panels on Existing Sign Structures)	As Needed				
Guardrail Complaint Investigation	Weekly				
Guardrail Repair/Replacement	As Needed				
Routine Barrier Inspection	As Needed				
Barrier Complaint Investigation	As Needed				
Barrier Repair/Replacement	As Needed				

Stencils Repair/ Replacement Raised/Pavement Markers Crash Cushions (Attenuators)					
<b>Work for Others S Family</b>		<b>Storm Patrol, Flood Control</b>	<b>24</b>	<b>\$5,000</b>	<b>\$208</b>
		Meetings: One meeting per month plus additional as-needed, average of 2 Caltrans Division of Maintenance staff participating, each 3 hrs. per meeting: 2x3x12=72 hrs. per year)	<b>72</b>	<b>\$15,000</b>	<b>TBD</b>
		<b>Other Future Needs to Be Determined (TBD)</b>			
		Emergency Response*		TBD	
		On-Call Maintenance		TBD	

		Permanent Repair		TBD	
		Reporting		TBD	
		<b>Annual hours/ Without “Other Future Needs (TBD)”</b>	<b>10,386</b>		
		<b>Estimated Total Annual Cost Without” Other Future Needs (TBD)”</b>		<b>\$1,040,000</b>	
		<b>Yearly Escalation Percentage 5%</b>			

## EXHIBIT B

### EXPRESSLANES IMPROVEMENTS

Date:

Page 1

EA PPNO CO-Route PM SPONSOR <sup>1</sup> IMPLEMENTING AGENCY <sup>2</sup>	Description	Project Component(s) - Planned Completion Date	Total Estimated Cost (x\$1000)	CEQA/ NEPA Lead Agency <sup>3</sup>	Maintenance Agreement Required (1. Not Needed 2. New 3. Amend)	Total Toll Revenues <sup>4</sup> Programmed (x\$1000)	Date Project Added, Amended, or Supplemented	Effective Date	Separate Agreement Required (Y/N)

1. LACMTA must be the SPONSOR.  
 2. CALTRANS must be the IMPLEMENTING AGENCY.  
 3. CALTRANS must be the CEQA/NEPA Lead Agency.  
 4. Only Net Toll Revenue funds can be used.  
 If any of the above following conditions are not true, then a separate cooperative agreement must be executed to initiate work.

## EXHIBIT C

### NON-EXPRESSLANES IMPROVEMENTS

Date:

Page 1

EA PPNO CO-Route PM SPONSOR <sup>1</sup> IMPLEMENTING AGENCY <sup>2</sup>	Description	Project Component(s) - Planned Completion Date	Total Estimated Cost (x\$1000)	CEQA/ NEPA Lead Agency <sup>3</sup>	Maintenance Agreement Required (1. Not Needed 2. New 3. Amend)	Total Toll Revenues <sup>4</sup> Programmed (x\$1000)	Date Project Added, Amended, or Supplemented	Effective Date	Separate Agreement Required (Y/N)

1. CALTRANS must be the SPONSOR.  
 2. CALTRANS must be the IMPLEMENTING AGENCY.  
 3. CALTRANS must be the CEQA/NEPA Lead Agency.  
 4. Only Net Toll Revenue funds can be used.  
 If any of the above following conditions are not true, then a separate cooperative agreement must be executed to initiate work.



**EXHIBIT D**

**SAMPLE**

**Project Description**

Date: \_\_\_\_\_

Project Name, LACMTA ID# and FTIP #: \_\_\_\_\_

Party Responsible for Work: \_\_\_\_\_

ExpressLanes Project: \_\_\_\_ Non ExpressLanes Project: \_\_\_\_

Date Approved by LACMTA Board: \_\_\_\_\_

Date Caltrans received authority to work on the Project as set forth in this Project Description: \_\_\_\_\_

Scope of Work:

Work Schedule:
[Separate box] Special Conditions:

Eligible Funds Expenditure Start Date: \_\_\_\_\_

By signing below, CALTRANS understands and agrees: (i) this Project Description is being issued as contemplated by that certain Agreement for Improvements, Operations and Maintenance on ExpressLanes entered into by the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the State of California, acting by and through its Department of Transportation (“CALTRANS”) as of \_\_\_\_\_ (“MASTER AGREEMENT FOR IMPROVEMENTS, OPERATIONS & MAINTENANCE OF EXPRESSLANES on I-10 AND 110”), and (ii) the Project described herein shall be subject to all applicable terms and conditions of the Master Agreement, including without limitation, invoicing, reimbursement, audit, indemnity and insurance, which are hereby incorporated by reference as if fully set forth herein. Further, CALTRANS acknowledges and agrees it is aware of the terms and conditions contained in the Master Agreement and agrees to abide by the terms and conditions contained therein and that all references to “**PROJECTS**” therein shall mean the Project as defined in this Project Description. All terms not defined herein shall have the meaning set forth in the Master Agreement.

**Signatures**

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

**Round 1 (2014) Project List**

<b>Corridor</b>	<b>Lead Agency</b>	<b>Project Name</b>	<b>Funding</b>	<b>Status - Percentage Completed and Invoiced</b>
I-10	City of Baldwin Park	Frazier Street Pedestrian and Bicycle Safety Improvements	\$895,288	100%
I-10	City of Los Angeles	My Figueroa Project Marketing and Safety	\$150,000	100%
I-10	City of Monterey Park	Monterey Park Bike Corridor Project	\$233,034	100%
I-10	City of El Monte	I-10 Active Commute, Healthy Communities Project	\$440,000	100%
I-10	City of Los Angeles	Cesar Chavez Great Street	\$435,000	100%
I-110	Caltrans	I-110 HOT/Express Lanes Improvements	\$1,020,039	100%
I-110	Access Services	Express-Lane CNG-Fueled MV-1 Program	\$408,000	100%
I-110	City of Gardena	Line 1X-Expand Transit Bus Service on I-110 Freeway	\$842,482	100%
I-110	City of Los Angeles	ATSAC Infrastructure Communication Systems Enhancement along I-110 Freeway	\$1,425,000	100%
I-110	City of Los Angeles	Commuter Express Service Expansion to Alleviate Congestion on Harbor Freeway	\$724,000	100%
I-110	County of Los Angeles	South Bay Arterial Performance Measurement Project	\$504,000	100%
I-110	LACMTA	Bikeshare-Downtown Los Angeles Project	\$3,792,892	100%
I-110	LACMTA	Dodger Stadium Express-Harbor Gateway (DSE-HG)	\$1,292,604	100%
I-110	LACMTA	Union Station Metro Bike Hub	\$700,000	100%

<b>Corridor</b>	<b>Lead Agency</b>	<b>Project Name</b>	<b>Funding</b>	<b>Status - Percentage Completed and Invoiced</b>
I-10	City of Baldwin Park	Baldwin Park Commuter Connector Express Line	\$700,395	93%
I-10	Caltrans	Express Lanes Corridors Incident Management Improvements Project	\$480,000	80%
I-10	City of El Monte	Santa Anita Avenue Active Transportation for El Monte Station and Downtown El Monte	\$633,782	64%
I-110	City of Carson	Dominguez Channel Bike & Pedestrian Path	\$1,259,000	25%
I-110	Torrance Transit	Torrance Transit Expansion of Line #1 and Line #4 HOTLane Service	\$2,235,991	1%
I-110	City of Los Angeles	Active Streets LA Budlong Avenue	\$1,176,185	Deobligated by request of the city.
<b>Round 1 (2014) Project Totals</b>			<b>\$19,347,692</b>	<b>81%</b>

**Round 2 (2016) Project List**

<b>Corridor</b>	<b>Lead Agency</b>	<b>Project Name</b>	<b>Funding</b>	<b>Status - Percentage Completed and Invoiced</b>
I-110	City of Los Angeles	Community DASH Service Improvements Linking with Harbor Freeway Connections	\$1,765,680	100%
I-110	LACMTA	Bus Rapid Transit Freeway Station Sound Enclosure	\$1,833,332	100%
I-110	LACMTA	Willowbrook/Rosa Parks Station Improvements Project	\$2,000,000	100%
I-110	County of Los Angeles	South Bay Arterial ITS Congestion Relief Project	\$717,360	100%

<b>Corridor</b>	<b>Lead Agency</b>	<b>Project Name</b>	<b>Funding</b>	<b>Status - Percentage Completed and Invoiced</b>
I-110	County of Los Angeles	Firestone Blue Line Station Intersection and Bikeway Improvements Project	\$1,863,000	100%
I-10	Foothill Transit	Procurement of two Electric Double Decker Buses	\$1,458,000	100%
I-10	Access Services	Accessible CNG-Fueled Vehicles for Access Services	\$1,130,925	100%
I-10	City of Los Angeles	Downtown LA on Demand Mobility Connectivity Center	\$992,000	100%
I-10	City of Arcadia	City of Arcadia Transit & Pedestrian Mobility Enhancement Project	\$470,000	100%
I-10	City of Los Angeles	Sixth Street Viaduct Mission/Myers Roundabout Project	\$1,796,000	100%
I-110	Long Beach Transit	Los Angeles Galaxy Shuttle Bus Service (Galaxy Express)	\$600,000	92%
I-10	City of Los Angeles	Vision Zero I-10 Corridor Area Traffic Signal Improvements	\$776,000	71%
I-10	County of Los Angeles	Whittier Blvd Transit Priority Project	\$516,600	67%
I-110	City of Gardena Transit	Gardena Transit Innovative ITS Rollout	\$1,375,000	66%
I-10	County of Los Angeles	Eaton Wash Bike Path - Phase 1	\$3,100,000	59%
I-110	County of Los Angeles	Vermont Green Line Intersection Improvement Project	\$1,626,000	40%
I-110	City of Los Angeles	I-110 Corridor Revitalization - Grand Avenue/Flower Avenue	\$1,231,000	32%
I-110	City of Carson	Carson Rapid Bus Priority System	\$584,150	28%
I-110	City of Carson	Dominguez Channel Bike Path Improvements	\$1,299,478	18%
I-110	City of Carson	I-110 Freeway Arterial Improvements	\$1,760,000	3%

<b>Corridor</b>	<b>Lead Agency</b>	<b>Project Name</b>	<b>Funding</b>	<b>Status - Percentage Completed and Invoiced</b>
I-110	Torrance Transit	Torrance Transit Line #4 Express Buses and Relief Vehicles	\$960,000	0%
<b>Round 2 (2016) Project Totals</b>			<b>\$27,854,525</b>	<b>71%</b>
<b>Rounds 1 and 2 Project Totals</b>			<b>\$47,202,217</b>	<b>75%</b>

**Round 3 - Congestion Reduction  
ExpressLanes Net Toll Revenue Re-Investment Grant  
Project Eligibility Guidelines**

**I. Overview**

The generation of net toll revenues from the ExpressLanes offers a unique opportunity to advance the Long Range Transportation Plan (LRTP) and Los Angeles County Metropolitan Transportation Authority's (LACMTA) goals for a more sustainable countywide transportation system.

The objective of the Program is to increase mobility through a series of integrated strategies (transit operations, transportation demand management, transportation systems management, active transportation, and capital investments) in the I-10 and I-110 corridors. These combined strategies have resulted in more reliable and stable outcomes and greater magnitude of positive change than a single strategy scenario. An expenditure plan that retains this focus on integrated strategies and multi-modalism would advance Metro's LRTP and sustainability goals as outlined in Metro's Countywide Sustainability Planning Policy (CSPP).

**II. Eligible Applicants**

Eligible applicants include public agencies that provide transportation facilities or services within Los Angeles County. These include cities, transit operators, the County of Los Angeles, and the Los Angeles County Metropolitan Transportation Authority. Transportation-related public joint powers authorities and non-profit agencies must partner with a public agency serving as lead to be eligible.

**III. Eligible Projects**

To be eligible for funds, the project/program must operate along or within three miles of either the I-10 Corridor (between Alameda Street to the west and the El Monte Transit Center to the east) or I-110 Corridor (defined as Adams Boulevard to the north and the Harbor Gateway Transit Center to the south) (see attached map). A project/program beyond the 3 mile radius will also be eligible if it can be determined that it is regionally significant and provides a direct benefit to the I-10 or I-110 corridors. Regional significance is defined as those projects that are multi-jurisdictional, and/or are included in, or consistent with, the Metro LRTP, the Metro Countywide Sustainability Planning Policy and Implementation Plan, or other relevant sub-regional plan.

Projects and programs are recommended for three categories to promote the LRTP and sustainable transportation strategies as an integral enhancement to the Metro ExpressLanes. A category for Transit Use is recommended because operation of high

frequency transit and feeder service as well as transit capital improvements have proven to be effective in creating mode shift and reducing congestion on the Metro ExpressLanes. A category for System Connectivity/Active Transportation primarily serves to improve bicycle and/or pedestrian infrastructure and to improve system connectivity between transit and the state highway. This category also demonstrates Metro's commitment to advance sustainable community strategies since Metro currently does not have a discretionary fund source eligible to fund operational activities associated with Active Transportation projects. A category for roadway improvements is recommended to encourage operational and system improvements to the adjacent roadways rather than focusing on improvements through expansion.

a) Transit Uses - eligible projects include:

- Purchase of new bus or commuter rail vehicles for service enhancement or new service
- Fare subsidy/operating subsidy
- Station enhancements and capacity improvements, including enhanced bus shelters, real-time arrival information, ticket vending machines (TVM) and other related improvements
- Regional Bus Maintenance facility improvements
- Transit corridor projects serving ExpressLanes corridors
- Rideshare/Vanpool programs (\* May qualify for System Connectivity/Active Transportation funding if project creates shorter length trips of 3 miles or less.)

b) System Connectivity/Active Transportation – eligible projects include:

- First mile/last mile connections to transit facilities, focusing on multimodal elements recommended as part of the First/Last Mile Strategic Plan including investments that might support 3<sup>rd</sup> party mobility solutions (car-share, bike-share)
- Complete Streets projects which emphasize multi-modalism and consider the needs of motorists, pedestrians, transit users, bicyclists, commercial and emergency vehicles
- Bicycle infrastructure including bicycle lanes and secured bicycle parking facilities
- Pedestrian enhancements such as street crossings and ADA-compliance improvements
- Operating subsidy for bike parking, bike-share, and car-share
- Infrastructure and programs to support the use of electric vehicles
- Park-n-Ride facility improvements including restrooms, lighting, and security

c) Roadway Improvements

- Intelligent transportation system improvements to manage demand



- On/off ramp improvements connecting to city streets which reduce the incidents of bicycle and pedestrian collisions with vehicles
- Graffiti removal and landscaping suited to the Southern California ecology. For example, vegetation that does not contribute to smog and requires little or no irrigation. Additionally, landscaping with a high carbon sequestration factor and/or which provides habitat to environmentally sensitive species is favorable
- Subject to Metro Board approval, extension of the ExpressLane corridors

To the extent possible, applicants must utilize green design techniques that minimize the environmental impact of transportation projects and/or support local urban greening initiatives.

If applicant is seeking funding for transit operations or roadway maintenance, the service/maintenance must either be new service/maintenance meeting a previously unmet need in the corridor or must increase service for existing lines in the corridor. Funding cannot be used to supplant existing service.

Applications submitted for planning/feasibility studies or outreach will not be accepted unless these components are part of a larger capital/infrastructure project/program within the corridor.

#### IV. Project Selection Process

Projects will be evaluated based on the following criteria:

<b>Transit Uses and Roadway Improvements:</b>
<b>A. Mobility Benefits (up to 25 points) *Up to 10 points given for projects that demonstrate a significant benefit to EFCs</b>
<b>B. Innovative Transportation Technology, Practices and Strategies (up to 15 points) *5 points will be given to those applicants that partner with a non-profit agency.</b>
<b>C. Implementation of Regional and Local Sustainability Plans and Policies (up to 15 points)</b>
<b>D. Local Match (up to 10 points)</b>
<b>E. Cost Effectiveness (up to 10 points)</b>
<b>F. Safety (up to 10 points)</b>
<b>G. Project Implementation Readiness (up to 15 points)</b>

<b>System Connectivity/Active Transportation:</b>
<b>A. Mobility Benefits (up to 20 points) *Up to 10 points given for projects that demonstrate a significant benefit to EFCs</b>
<b>B. Innovative Transportation Technology, Practices and Strategies (up to 15 points)</b>
<b>C. Implementation of Regional and Local Sustainability Plans and Policies (up to 10 points)</b>
<b>D. Local Match (up to 10 points)</b>
<b>E. Cost Effectiveness (up to 10 points)</b>
<b>F. Safety (up to 10 points)</b>
<b>G. Project Implementation Readiness (up to 15 points)</b>
<b>H. Non-profit Partnership (up to 10 points)</b>

#### V. Funding Priorities

Baseline targets of 40% of available funds for Transit Uses, 40% for System Connectivity/Active Transportation, and 20% for Roadway Improvements are identified as goals; however, the actual allocation of the funding will be based on the merits of the proposed projects and programs received.

#### VI. Eligible Costs

Eligible costs are development phase activities (including planning, feasibility analysis, revenue forecasting, environmental review, preliminary engineering and design work, and other preconstruction activities) and the costs of construction, reconstruction, rehabilitation, and acquisition of right-of-way, environmental mitigation, construction contingencies, acquisition of equipment, and operational improvements.

#### VII. Non-Eligible Costs

Costs such as office equipment, furniture, office leases or space cost allocations or similar costs, applicant staff overtime costs, mileage reimbursements, and travel costs.

## VIII. Other Conditions

- Applicants must maintain their existing commitment of local, discretionary funds for street and roadway maintenance, rehabilitation, reconstruction, and storm damage repair in order to remain eligible for Net Toll Revenue funds to be expended for streets and roads.
- All applicants must collect before and after data. (i.e., pedestrian and bicycle counts, transit ridership, vehicle throughput, speed, and volumes). The cost of this task may be included in the project budget.
- Grant funds received cannot be used to supplant, replace, or reduce the project sponsor’s previously required match for any other grant program including Metro’s Call for Projects.
- Applicants shall ensure that all Communication Materials contain the recognition of Metro’s contribution to the project, program, or service. Sponsor shall ensure that at a minimum, all Communication Materials include the phrase “This project/program/service was partially funded by Metro ExpressLanes.”
- PSR/PDS and PSRE – For projects that include a construction element, an approved Project Study Report/Project development Support (PSR/PDS) or Project Study Report Equivalent (PSRE) **is not required**.
- Project Funding Request Caps – there are no project funding request caps for any of the 3 categories.
- All project funding provided will be local funds. There are no federal or state dollars available through this program.
- All approved projects will adhere to Metro’s Living Wage policy and be required to ensure that any new jobs created will be located within the region. Any projects that result in job creation outside of the Los Angeles County region will not be eligible.
- Quarterly Progress /Expenditure Reports – All applicants that receive funding will be required to submit to Metro a Quarterly Progress/Expenditure Report based on this schedule:

Quarter Ending	Quarterly progress/Expenditure Report Due to Metro
March 31 <sup>st</sup>	May 31 <sup>st</sup>

June 30 <sup>th</sup>	August 31 <sup>st</sup>
September 30 <sup>th</sup>	November 30 <sup>th</sup>
December 31 <sup>st</sup>	February 28 <sup>th</sup>

- Audits – All grant program funding is subject to Metro audit. The findings of the audit are final.

**IX. Schedule (dates are estimated and may change)**

Board Approval of Application Package	April 2023
Distribution of Application Package	April 2023
Applicant Workshop	June 2023
Deadline for Grant Submissions	August 2023
Presentation of Projects to CAGs	August 2023
Recommendation of Projects to Metro Board for Approval	September or October 2023

**X. General Administrative Conditions**

**a) Duration of Project**

Project schedules must demonstrate that the project can be completed within 36 months of award.

Memorandum of Understanding (MOU) – Each awarded applicant must execute a memorandum of Understanding (MOU) with LACMTA which includes the statement of work, financial plan reflecting any local match provided (if applicable), schedule of milestones and deliverables. The schedule and milestones must reflect the **project will be completed within 36 months** from the date of award.

**b) Grant Agreement Lapsing Policy**

Grantee must demonstrate timely use of the Funds by:

- (i) Executing a grant Agreement within **six (6) months** of receiving formal transmittal of the grant agreement boilerplate;
- (ii) Begin expenditure of funds within one **(1) year** of executing the agreement to avoid potential lapsing of funds;
- (iii) Meeting the Project milestones due dates as stated in the Statement of Work;
- (iv) Timely submittal of the Quarterly Progress/Expenditure Reports; and

(v) Invoicing of all expenditures incurred within forty two **(42) months** from the date funds are available

If the Grantee fails to meet any of the above conditions, the Project may be considered lapsed and may be submitted to the Board for deobligation.

In the event that the timely use of the Funds is not demonstrated, the Project will be reevaluated as part of the annual Net Toll Re-investment Grant Deobligation process and the Funds may be deobligated and reprogrammed to another project by the Board.

Administrative extensions may be granted under the following conditions:

- (i) Project delay due to an unforeseen and extraordinary circumstance beyond the control of the project sponsor (legal challenge, act of God, etc.). Inadequate staffing shall not be considered a basis for administrative extensions.
- (ii) Project delay due to an action that results in a change in scope or schedule that is mutually agreed upon by Metro and the project sponsor prior to the extension request.
- (iii) Project fails to meet completion milestone; however, public action on the proposed regulatory change(s) has been scheduled and noticed to occur within 60 days of the scheduled completion milestone.

Appeals to any recommended deobligation will be heard by a Metro appeals panel. If Grantee does not complete an element of the Project, as described in the Statement of Work, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at Metro's sole discretion.

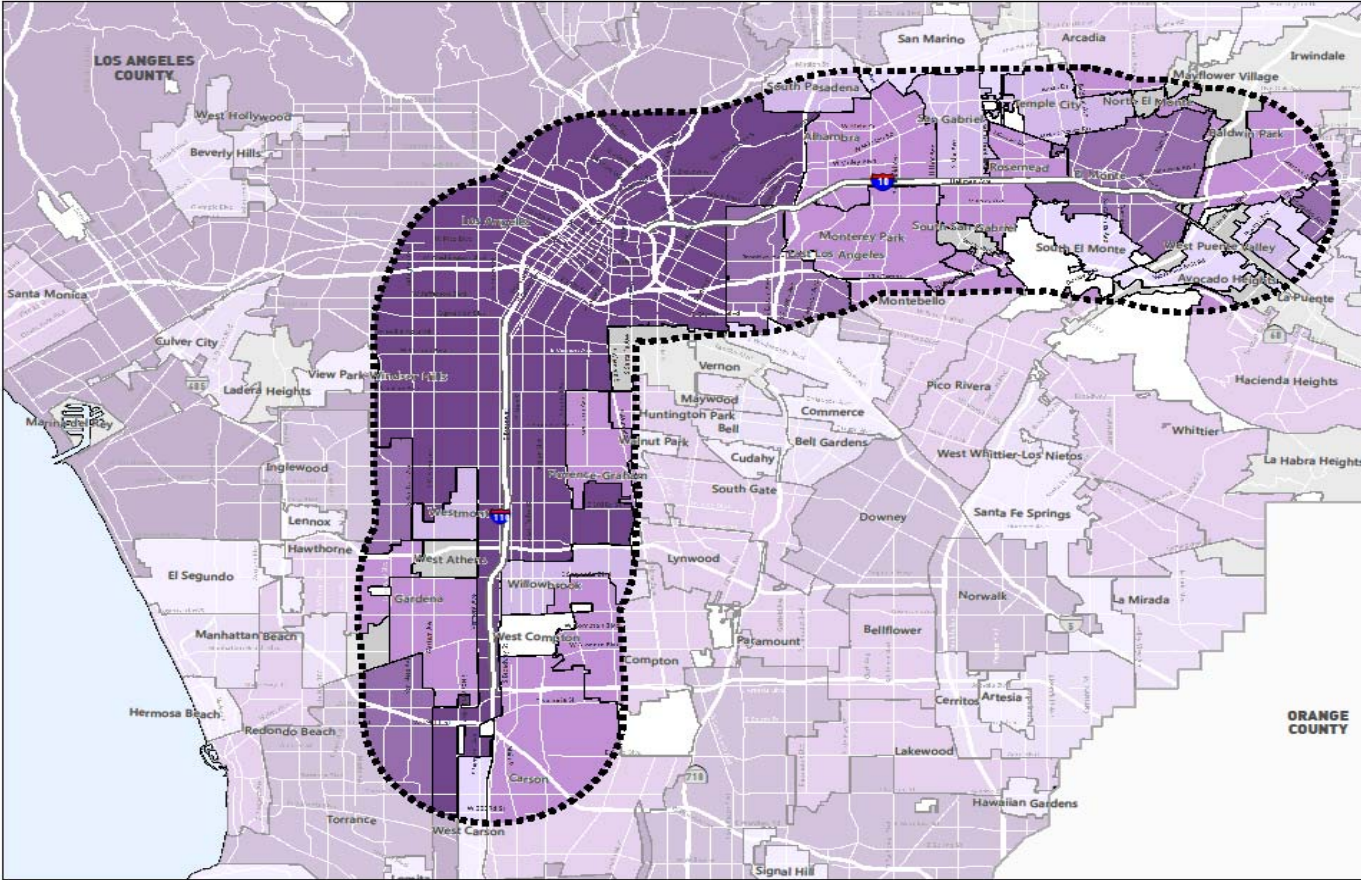
In the event that all the Funds are reprogrammed, the Project shall automatically terminate.

#### **XI. New Program Requirements:**

- Project sponsors must execute their funding agreement within six (6) months of receipt of the agreement from Metro and begin expenditure of funds within one (1) year of executing the agreement to avoid potential lapsing of funds.
- Metro ExpressLanes believes the non-profit community plays a vital role in helping Los Angeles County become more sustainable. The experience, programs, networks, and commitment of the region's non-profit agencies provide a foundation for increased public engagement, positive behavior change, and community commitment; therefore, we are recommending wherever possible for eligible applicants to partner with a non-profit organization to deliver projects/programs. Collaborating with community based organizations (CBOs) in the planning and operations of public agencies increases equitable

outcomes, public participation and can foster trust between the community and public agencies. Metro’s CBO Strategy Recommendations establishes consistent and equitable processes for Metro to utilize across the agency when directly or indirectly engaging CBOs for professional services. The Strategy can be found at [CBO-Partnering-Strategy.pdf \(dropbox.com\)](#).

- All project applicants must collect before and after data. (i.e., pedestrian and bicycle counts, transit ridership, vehicle throughput, speed, and volumes). The cost of this task may be included in the project budget.
- Applications submitted for planning/feasibility studies or outreach will not be accepted unless these components are part of a larger capital/infrastructure project/program within the corridor.
- All approved projects will adhere to Metro’s Living Wage policy and be required to ensure that any new jobs created will be located within the region. Any projects that result in job creation outside of the Los Angeles County region will not be eligible.



**ATTACHMENT H**

MTA Use Only: Project #: _____ Category: _____
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**Metro ExpressLanes Round 3 Net Toll Revenue Reinvestment Grant Program:  
System Connectivity/Active Transportation**

**Required Documentation:**

- **Application Parts A and B**
- **Application Signature Page**
- **Project Location and Map with project limits – 8.5” by 11”**
- **Detailed Cost Estimate**
- **Documentation of Community Support**
- **If partnering with a Non-Profit Agency 501(c)(3) please provide the IRS Determination letter**
- **Include color photos of project site (if applicable)**
- **Data Collection and Methodology**

**Submit one (1) USB drive or emailed PDF packet to MTA to the following address:**

**LACMTA  
 Attn: Michel’le Davis  
 One Gateway Plaza  
 Mail Stop 99-11-1  
 Los Angeles, CA 90012  
 Davismi@metro.net**

**I certify that I have reviewed the Project Eligibility Guidelines and that the information submitted in this application is true and correct and in accordance with the Guidelines. If awarded a grant from Metro, I agree that I will adhere to the information and documentation as contained in this grant application.**

<b>Name (Print Name):</b>	<b>Title:</b>
<b>Signature:</b> (signature of authorized signatory of applicant)	<b>Date:</b>

**Project Name:**

--

<b>Lead Agency:</b>	
<b>Address:</b>	
<b>Contact Person/Title:</b>	
<b>Phone:</b>	
<b>Email Address:</b>	

**If joint project – include partner agency information below:**

<b>Agency:</b>	
<b>Contact Person/Title:</b>	
<b>Phone:</b>	
<b>Email Address:</b>	

**If partnering with Non-Profit Agency – include information below:**

<b>Non-profit Agency:</b>	
<b>Contact Person/Title:</b>	
<b>Phone:</b>	
<b>Email Address:</b>	

<b>Agency Priority Ranking:</b> <ul style="list-style-type: none"><li>• <b>If submitting more than 1 project</b></li></ul>	
--	--



## **PART A**

### **1- PROJECT LOCATION / PROJECT LIMITS:**

A large, empty rectangular box with a black border, intended for the user to provide details about the project location and its limits.

### **2- PROJECT DESCRIPTION: (Summarize the project in a clear & concise manner)**

A large, empty rectangular box with a black border, intended for the user to provide a clear and concise summary of the project.

<b>Does the project/program operate along or within the 3-mile boundary of the corridor?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>If No, is the project/program regionally significant and does it the benefit ExpressLanes corridors? (Regional Significance is defined as those projects that are multi-jurisdictional, and/or included in, or consistent with, the Metro LRTP, Metro Countywide Sustainability Policy and Implementation Plan or other relevant sub-regional plans)</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>Explain how your project/program is regionally significant and how it benefits the corridor:</b>	

**3- PROJECT FUNDING:**

Phase/Deliverable	Funds Requested	Local Match – Cash*	Local Match - In-Kind	Sub Total Cost

<b>Total Project Cost</b>	
---------------------------	--

\* Specify Source of Local Cash Match \_\_\_\_\_

**4- COMMUNITY SUPPORT:**

The council or governing board of the applicant must authorize this grant application. Please attach a copy of the resolution or meeting minutes documenting that action. Or if the project is part of an approved Plan, please list all local, system, regional, and state plans in which this project is included and attach a copy of the section in each plan that includes this project.

**5- BEFORE AND AFTER DATA:**

Applicants must collect before and after data for all projects. (i.e., pedestrian and bicycle counts, transit ridership, vehicle throughput, speed, and volumes). Please provide the types of data you will collect and a detailed methodology for your collection and analysis. The cost of this task should be included in the project budget.

## **PART B**

### **1 MOBILITY AND EQUITY BENEFITS (Up to 20points)**

All projects will be scored based upon the extent the project or program supports the following goals within the 1-10 or 1-110 ExpressLanes corridors:

- Increases mobility options to support car-free and /or one car living
- Enhances transit coverage, frequency, & reliability within the corridor
- Connects with & complements nearby transit projects
- Significant benefits identified in Equity Focused Communities (EFC)
- Provides access to regional trip generators, regional activity centers, fixed guideway & Metrolink services
- Improves access between jurisdictional or community plan area boundaries
- Gives priority to transit & active transportation modes
- Increases the mode share of transit services operating within the corridor
- Provides additional resources for transportation demand management strategies to reduce solo driving
- Maximizes Person Throughput
- Reduces Vehicle Miles Traveled (VMT)

\*Up to 10 points given for projects that demonstrate a significant benefit to EFCs

**A. Describe the current situation/problem, the need for the project, and how its implementation would resolve the described situation/problem.**

**B. Describe how your project or program, meets one or more of the above goals. Clearly define the anticipated outcome and how will you measure the impact?**

### **2 INNOVATIVE TRANSPORTATION TECHNOLOGY, PRACTICES AND STRATEGIES (Up to 15 points)**

**One of the primary objectives of the ExpressLanes is to better utilize existing capacity within the I-10 and I-110 corridors by employing an innovative operational approach utilizing electronic toll collection and new transponder technology. This approach of transportation network optimization through the use of technology and operational efficiency strategies represents the future of transportation policy and planning.**

**To that end, the concept of network optimization is identified as a key component of sustainability. Projects will be scored based upon their ability to employ innovative technologies or system management tools to reduce emissions and/or optimize the capacity of the existing transportation system.**

**Describe the extent to which the project/program facilitates the adoption of innovative technology, practices, or strategies. For example, green technology, zero and near-zero emission vehicles, connected cars, traffic signal and new bus technology, innovative transportation system management.**

**3 IMPLEMENTATION OF REGIONAL AND LOCAL SUSTAINABILITY PLANS AND POLICIES (Up to 10 points)**

**Metro’s Countywide Sustainability Planning Policy and Implementation Plan (CSPPIP) along with SCAG’S Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) identify principles and priorities to be advanced through a broad range of activities across all modes. Applicants will be scored based upon the extent the project/program supports the sustainability policies and programs identified in the CSPPIP, RTP, or SCS.**

**A. Describe how the project/program is consistent with the policies included in Metro’s CSPPIP. Reference the page number(s) of the Plan.**

**B. Describe how the project/program is consistent with the goals and policies included in the 2020 RTP/SCS. Reference the page number(s) of the Plan.**

**4 LOCAL MATCH (Up to 10 points)**

<b>Total Project Cost</b>	\$
<b>Funding Request</b>	\$
<b>Local Match – Cash</b>	\$
<b>Local Match – In-Kind</b>	\$
<b>Local Match – Percentage</b>	

\* Please attach an itemized cost estimate for all expenses based on an engineer’s estimate or best information available if not a capital project. Be as accurate as possible to avoid future cost overruns.

**Projects will be scored based on the amount of Local Match provided:**

<b>46% or more</b>	<b>10 points</b>
<b>41 – 45%</b>	<b>9 points</b>
<b>36 – 40%</b>	<b>8 points</b>
<b>31 – 35%</b>	<b>7 points</b>
<b>26 – 30%</b>	<b>6 points</b>
<b>21 – 25%</b>	<b>5 points</b>
<b>16 – 20%</b>	<b>4 points</b>
<b>11 – 15%</b>	<b>3 points</b>
<b>6 – 10%</b>	<b>2 points</b>
<b>1 – 5%</b>	<b>1 point</b>

**5 COST EFFECTIVENESS (Up to 10 points)**

Cost effectiveness will be based on the grant amount requested, the total project cost and the estimated useful life of the project (calculated in years). The Estimated Useful Life of the Project is defined as the number of years the capital improvements, bus purchase, transit service, program, or study will last before it has to be replaced or changed.

The cost effectiveness total will be calculated as follows:

**Example:**

$$\begin{array}{l} \text{Total Cost of Project - } \underline{\$1,000,000} \\ \text{Grant Amount Requested - } \$800,000 \end{array} = 1.25$$

$$1.25 \times 10 \text{ (est. useful life of project in years)} = 12.5 \text{ (cost effectiveness score)}$$

**A. Provide your calculations below:**

**B. What is the expected functional life span of the proposed project (in years)? Please explain.**

**Points will be awarded based on the following cost effectiveness scores:**

<b>17+</b>	<b>10 points</b>
<b>13 - 16</b>	<b>8 points</b>
<b>9 - 12</b>	<b>6 points</b>
<b>5 - 8</b>	<b>4 points</b>
<b>1 - 4</b>	<b>2 points</b>



**6 SAFETY (Up to 10 points)**

**Describe the project's ability to remedy potential safety hazards. For example, the number, rate, and consequence of transportation related accidents, serious injuries, and fatalities among operators, drivers, pedestrians and cyclists? Please provide collision data and other safety related data.**

**7 PROJECT IMPLEMENTATION READINESS (Up to 15 points)**

Please provide milestone and actual or estimated completion dates for the various project phases. Include proof of completion of any of the phases below or their equivalents, where applicable.

<b>Capital Projects</b>			
<b>Phase</b>	<b>Start (Month-Year)</b>	<b>End (Month-Year)</b>	<b>Actual (A) or Estimated (E) Schedule</b>
<b>Feasibility Study</b>			
<b>Environmental</b>			
<b>Design - Plans, Specifications &amp; Estimates (PS&amp;E)</b>			
<b>Right of Way (ROW)</b>			
<b>Construction</b>			
<b>Other</b>			
<b>Other</b>			
<b>Other</b>			

<b>Non-Capital Projects</b>			
<b>Task/Deliverables</b>	<b>Start (Month-Year)</b>	<b>End (Month-Year)</b>	<b>Actual (A) or Estimated (E) Schedule</b>

**8 NON-PROFIT AGENCY PARTNERSHIP (Up to 10 points)**

**Metro ExpressLanes believes the non-profit community plays a vital role in helping Los Angeles County become more sustainable. The experience, programs, networks, and commitment Non-profits provide is a basis to maximizing public engagement, positive behavior change, and community commitment.**

<b>Partnering with a 501 (c)(3) non-profit entity</b>	<b>Yes</b>	<b>No</b>	<b>10 points</b>
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- Please provide the Non-Profit's Name and IRS determination letter.**

MTA Use Only: Project #: _____ Category: _____
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**Metro ExpressLanes Round 3 Net Toll Revenue Reinvestment Grant Program:  
Transit Uses & Roadway Improvements**

**Required Documentation:**

- **Application Parts A and B**
- **Application Signature Page**
- **Project Location and Map with project limits – 8.5” by 11”**
- **Detailed Cost Estimate**
- **Documentation of Community Support**
- **If partnering with a Non-Profit Agency 501(c)(3) please provide the IRS Determination letter**
- **Include color photos of project site (if applicable)**
- **Data Collection and Methodology**

**Submit one (1) USB drive or emailed PDF packet to MTA to the following address:**

**LACMTA  
Attn: Michel’le Davis  
One Gateway Plaza  
Mail Stop 99-11-1  
Los Angeles, CA 90012**

**DAVISMI@metro.net**

**I certify that I have reviewed the Project Eligibility Guidelines and that the information submitted in this application is true and correct and in accordance with the Guidelines. If awarded a grant from Metro, I agree that I will adhere to the information and documentation as contained in this grant application.**

<b>Name (Print Name):</b>	<b>Title:</b>
<b>Signature:</b> (signature of authorized signatory of applicant)	<b>Date:</b>

**Project Category –Select one**  
**(For more information, please see Project Eligibility Guidelines)**

<b>Transit Uses:</b> <input type="checkbox"/>	<b>Roadway Improvements:</b> <input type="checkbox"/>
---	---

**Project Name:**

<b>Lead Agency:</b>	
<b>Address:</b>	
<b>Contact Person/Title:</b>	
<b>Phone:</b>	
<b>Email Address:</b>	

**If joint project – include partner agency information below:**

<b>Agency:</b>	
<b>Contact Person/Title:</b>	
<b>Phone:</b>	
<b>Email Address:</b>	

**If partnering with Non-Profit Agency – include information below:**

<b>Non-profit Agency:</b>	
<b>Contact Person/Title:</b>	
<b>Phone:</b>	
<b>Email Address:</b>	

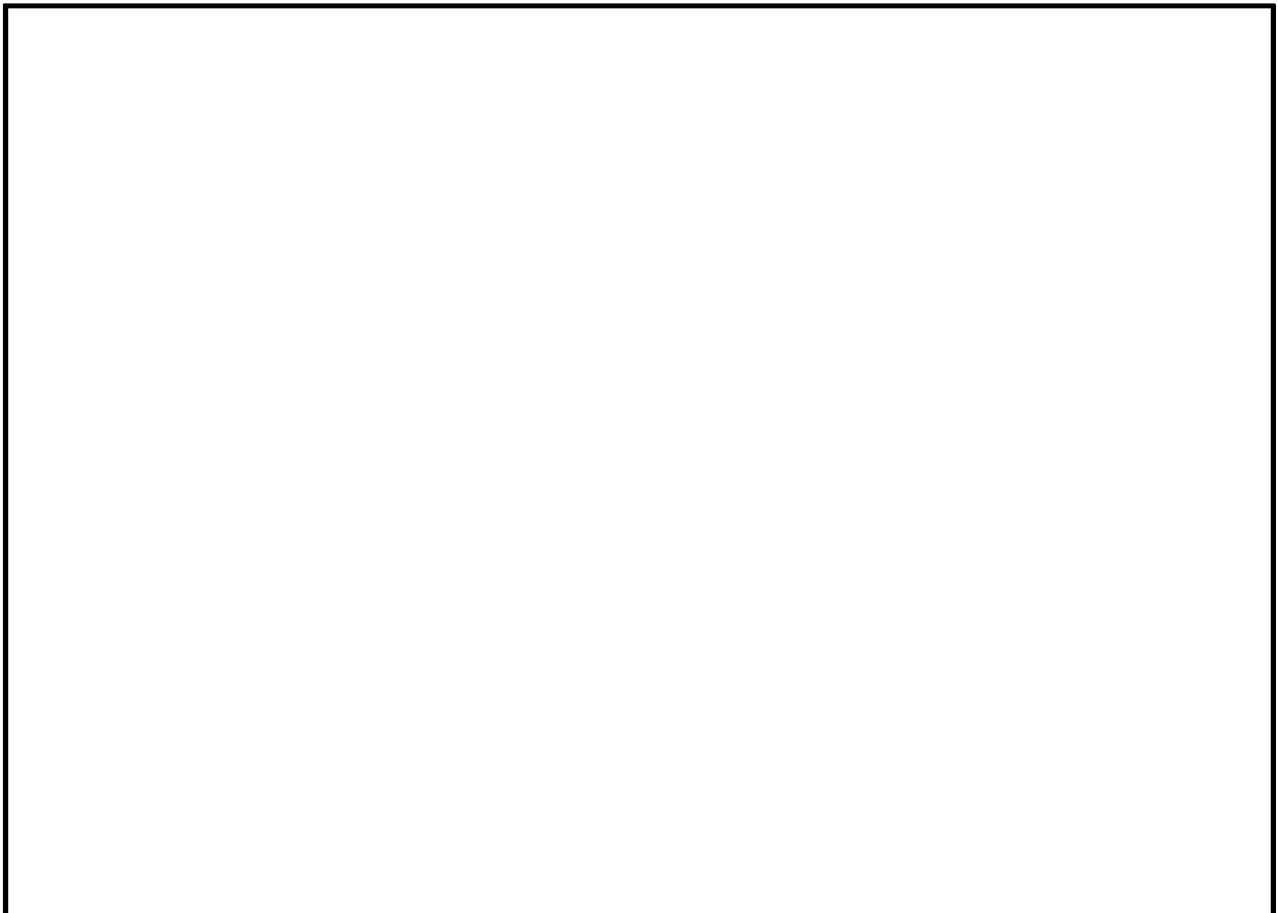
<b>Agency Priority Ranking:</b>	
<ul style="list-style-type: none"> <li><b>If submitting more than 1 project</b></li> </ul>	

## **PART A**

### **1- PROJECT LOCATION / PROJECT LIMITS:**

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### **2- PROJECT DESCRIPTION: (Summarize the project in a clear & concise manner)**

A large, empty rectangular box with a black border, intended for the user to provide a clear and concise summary of the project.



**3- PROJECT FUNDING:**

<b>Phase/Deliverable</b>	<b>Funds Requested</b>	<b>Local Match – Cash*</b>	<b>Local Match - In-Kind</b>	<b>Sub Total Cost</b>

<b>Total Project Cost</b>	
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\* Specify Source of Local Cash Match \_\_\_\_\_

**4- LOCAL SUPPORT:**

The council or governing board of the applicant must authorize this grant application. Please attach a copy of the resolution or meeting minutes documenting that action. Or if the project is part of an approved Plan, please list all local, system, regional, and state plans in which this project is included and attach a copy of the section in each plan that includes this project.

**5- BEFORE AND AFTER DATA:**

Applicants must collect before and after data for all projects. (i.e., pedestrian and bicycle counts, transit ridership, vehicle throughput, speed, and volumes). Please provide the types of data you will collect and a detailed methodology for your collection and analysis. The cost of this task should be included in the project budget.



# **PART B**

## **1 MOBILITY AND EQUITY BENEFITS (Up to 25 points)**

All projects will be scored based upon the extent the project or program supports the following goals within the 1-10 or 1-110 ExpressLanes corridors:

- Increases mobility options to support car-free and /or one car living
- Enhances transit coverage, frequency, & reliability within the corridor
- Significant benefits identified in Equity Focused Communities (EFC)
- Connects with & complements nearby transit projects
- Provides access to regional trip generators, regional activity centers, fixed guideway & Metrolink services
- Improves access between jurisdictional or community plan area boundaries
- Gives priority to transit & active transportation modes
- Increases the mode share of transit services operating within the corridor
- Provides additional resources for transportation demand management strategies to reduce solo driving
- Maximizes Person Throughput
- Reduces Vehicle Miles Traveled (VMT)

\*Up to 10 points given for projects that demonstrate a significant benefit to EFCs

**A. Describe the current situation/problem, the need for the project, and how its implementation would resolve the described situation/problem.**

**B. Describe how your project or program, meets one or more of the above goals. Clearly define the anticipated outcome and how will you measure the impact?**

**2 INNOVATIVE TRANSPORTATION TECHNOLOGY, PRACTICES AND STRATEGIES (Up to 15 points) \***

**One of the primary objectives of the ExpressLanes is to better utilize existing capacity within the I-10 and I-110 corridors by employing an innovative operational approach utilizing electronic toll collection and new transponder technology. This approach of transportation network optimization through the use of technology and operational efficiency strategies represents the future of transportation policy and planning.**

**To that end, the concept of network optimization is identified as a key component of sustainability. Projects will be scored based upon their ability to employ innovative technologies or system management tools to reduce emissions and/or optimize the capacity of the existing transportation system.**

**Describe the extent to which the project/program facilitates the adoption of innovative technology, practices, or strategies. For example, green technology, zero and near-zero emission vehicles, connected cars, traffic signal and new bus technology, innovative transportation system management.**

**\* 5 points will be given to those applicants that partner with a non-profit agency**

**3 IMPLEMENTATION OF REGIONAL AND LOCAL SUSTAINABILITY PLANS AND POLICIES (Up to 15 points)**

**Metro’s Countywide Sustainability Planning Policy and Implementation Plan (CSPPIP) along with SCAG’S Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) identify principles and priorities to be advanced through a broad range of activities across all modes. Applicants will be scored based upon the extent the project/program supports the sustainability policies and programs identified in the CSPPIP, RTP, or SCS.**

**A. Describe how the project/program is consistent with the policies included in Metro’s CSPPIP. Reference the page number(s) of the Plan.**

**B. Describe how the project/program is consistent with the goals and policies included in the 2020 RTP/SCS. Reference the page number(s) of the Plan.**

**4 LOCAL MATCH (Up to 10 points)**

<b>Total Project Cost</b>	\$
<b>Funding Request</b>	\$
<b>Local Match – Cash</b>	\$
<b>Local Match – In-Kind</b>	\$
<b>Local Match – Percentage</b>	

**\* Please attach an itemized cost estimate for all expenses based on an engineer’s estimate or best information available if not a capital project. Be as accurate as possible to avoid future cost overruns.**

**Projects will be scored based on the amount of Local Match provided:**

<b>46% or more</b>	<b>10 points</b>
<b>41 – 45%</b>	<b>9 points</b>
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<b>6 – 10%</b>	<b>2 points</b>
<b>1 – 5%</b>	<b>1 point</b>

**5 COST EFFECTIVENESS (Up to 10 points)**

Cost effectiveness will be based on the grant amount requested, the total project cost and the estimated useful life of the project (calculated in years). The Estimated Useful Life of the Project is defined as the number of years the capital improvements, bus purchase, transit service, program, or study will last before it has to be replaced or changed.

The cost effectiveness total will be calculated as follows:

**Example:**

$$\begin{array}{l} \text{Total Cost of Project - } \underline{\$1,000,000} \\ \text{Grant Amount Requested - } \$800,000 \end{array} = 1.25$$

$$1.25 \times 10 \text{ (est. useful life of project in years)} = 12.5 \text{ (cost effectiveness score)}$$

**A. Provide your calculations below:**

**B. What is the expected functional life span of the proposed project (in years)? Please explain.**

Points will be awarded based on the following cost effectiveness scores:

<b>17+</b>	<b>10 points</b>
<b>13 - 16</b>	<b>8 points</b>
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<b>5 - 8</b>	<b>4 points</b>
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**6 SAFETY (Up to 10 points)**

**Describe the project's ability to remedy potential safety hazards. For example, the number, rate, and consequence of transportation related accidents, serious injuries, and fatalities among operators, drivers, pedestrians and cyclists? Please provide collision data and other safety related data.**

**7 PROJECT IMPLEMENTATION READINESS (Up to 15 points)**

Please provide milestone and actual or estimated completion dates for the various project phases. Include proof of completion of any of the phases below or their equivalents, where applicable.

<b>Capital Projects</b>			
<b>Phase</b>	<b>Start (Month-Year)</b>	<b>End (Month-Year)</b>	<b>Actual (A) or Estimated (E) Schedule</b>
<b>Feasibility Study</b>			
<b>Environmental</b>			
<b>Design - Plans, Specifications &amp; Estimates (PS&amp;E)</b>			
<b>Right of Way (ROW)</b>			
<b>Construction</b>			
<b>Other</b>			
<b>Other</b>			
<b>Other</b>			

<b>Non-Capital Projects</b>			
<b>Task/Deliverables</b>	<b>Start (Month-Year)</b>	<b>End (Month-Year)</b>	<b>Actual (A) or Estimated (E) Schedule</b>

# **METRO EXPRESSLANES**

Net Toll Revenue Grants – Round 3





# Program Overview, Eligibility, & Targets



Following past practice and conformity with state legislation, net toll revenues generated from the ExpressLanes program are reinvested for transportation improvements in the corridor where generated. Eligible applicants include cities, Metro, transit agencies, and the county.



Projects within a three-mile radius, or regionally significant projects, that provide direct operational benefits to the ExpressLanes and/or transit service within the corridors are eligible.

Three mobility areas: Transit (40%)



Active Transportation/System Connectivity (40%)

Roadway (20%)

# Net Toll Revenue Reinvestment Grant

- Consistent with previous Board approved direction, staff recommends \$124,800,000 be allocated as follows:
- \$14,510,000 to Caltrans
- \$6,000,000 to reserve accounts
- \$31,740,000 to ongoing Transit operations (\$7,935,000 annually)
- \$74,553,035 in Net Toll Revenue Grant Awards
  - \$64,958,665 to Net Toll Revenue Grant Awards  
(includes \$2,003,035 from prior rounds)
  - \$9,594,370 available for the next round of Net Toll Revenue Grants

# Funding Availability for Competitive Grants

**Total funding available \$74,553,035\***

<b>Category</b>	<b>I-110</b>	<b>I-10</b>	<b>Total</b>
<b>Transit Uses</b>	\$17,845,024	\$11,976,190	\$29,821,214
<b>Active Transportation</b>	\$17,845,024	\$11,976,190	\$29,821,214
<b>Roadway Improvements</b>	\$8,922,512	\$5,988,095	\$14,910,607
<b>Total Funding Available</b>	\$44,612,560	\$29,940,475	\$74,553,035

\*Metro received 32 applications totaling \$158,935,299.

# Application Process and Ranking



All projects submitted were sorted by corridor, evaluated for eligibility, and reviewed by the technical team comprised of Metro subject matter experts and Caltrans staff. Technical review scores were averaged and comprise half of the overall project score.



Technical reviewers scored on Mobility Benefits, EFC benefits, Innovation, Sustainability, Local Match, Cost Effectiveness, Safety, Project Readiness, and Partnership with a Community-Based Organizations (CBOs).



Projects were also ranked by the Corridor Advisory Group (CAG) composed of Councils of Government representatives, transit providers, and a local CBO (Los Angeles Neighborhood Initiative) who volunteered to be on the review panel.

CAG members provided project rankings which translated to a numeric score based on their project assessment.



Scores from the technical reviewers and CAG members were then averaged to determine overall project ranking.

# Recommended Funding Awards

**Total funding awarded \$64,958,665 to 16 projects**

<b>Category</b>	<b>I-110*</b>	<b>I-10*</b>	<b>Grand Total</b>
Transit Uses	\$7,834,051	\$16,357,175	\$24,191,226
Active Transportation	\$19,390,000	\$12,317,265	\$31,707,265
Roadway Improvements	\$9,060,174	N/A	\$9,060,174
<b>Current Round</b>	<b>\$36,284,225</b>	<b>\$28,674,440</b>	<b>\$64,958,665</b>
<b>Future Round</b>	<b>\$8,328,335</b>	<b>\$1,266,035</b>	<b>\$9,594,370</b>
<b>Grand Total</b>	<b>\$44,612,560</b>	<b>\$29,940,475</b>	<b>\$74,553,035</b>

\*Nine projects received funding on the I-110; \$8,328,335 remains available on the I-110 for the next round. Seven projects received funding on the I-10; \$1,266,035 remains available on the I-10 for the next round.

# APPROVE the following actions for Round 3 of the Metro ExpressLanes Net Toll Revenue Reinvestment Grant Program, in the amount of \$124,800,000:

- A. a total of \$14,510,00000 to Caltrans for improvements to the I-10 and I-110 freeway corridors (list of improvements provided in Attachment A);
- B. the I-10 recommended projects and funding awards totaling \$28,674,440 and program \$1,266,035, which includes \$920,475 from Round 2, in reserve for the corridor as shown in Attachment B;
- C. the I-110 recommended projects and funding awards totaling \$36,284,255 and program \$8,328,355, which includes \$1,082,560 deobligated from Round 1, in reserve for the corridor as shown in in Attachment C;
- D. a total of \$6,000,000 to be deposited into Reserve Accounts - \$2,400,000 for the I-10 and \$3,600,000 for the I-110 to address unforeseeable operational issues;
- E. a total of \$31,740,000 for continued incremental Transit Service improvements (see Attachment D);
- F. ADMINISTER the grant awards and Transit funding with the requirement that funding recipients bear all responsibility for any cost increases;
- G. AUTHORIZE the Chief Executive Officer (CEO) or their designee to enter into funding agreements with grantees and Transit service providers; and
- H. AUTHORIZE the Chief Executive Officer (CEO) or their designee to enter into the funding agreement with Caltrans for ongoing operations and maintenance (O&M) of the Metro ExpressLanes and other state highway system improvements within the I-10 and I-110 corridors as shown in Attachment E.