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3rd Floor, Metro Board Room*

Agenda - Final

Wednesday, September 17, 2025

1:00 PM

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Construction Committee

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James Butts, Vice Chair

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Fernando Dutra

Imelda Padilla

Gloria Roberts, non-voting member

Stephanie Wiggins, Chief Executive Officer

METROPOLITAN TRANSPORTATION AUTHORITY BOARD AGENDA RULES

(ALSO APPLIES TO BOARD COMMITTEES)

PUBLIC INPUT

A member of the public may address the Board on agenda items, before or during the Board or Committee's consideration of the item for one (1) minute per item, or at the discretion of the Chair. A request to address the Board must be submitted electronically using the tablets available in the Board Room lobby. Individuals requesting to speak will be allowed to speak for a total of three (3) minutes per meeting on agenda items in one minute increments per item. For individuals requiring translation service, time allowed will be doubled. The Board shall reserve the right to limit redundant or repetitive comment.

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

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

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

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

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

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

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DISCLOSURE OF CONTRIBUTIONS

The State Political Reform Act (Government Code Section 84308) requires that a party to a proceeding coming before an agency involving a license, permit, or other entitlement for use including all contracts (other than competitively bid contracts that are required by law, agency policy, or agency rule to be awarded pursuant to a competitive process, labor contracts, personal employment contracts, contracts valued under \$50,000, contracts where no party receives financial compensation, contracts between two or more agencies, the periodic review or renewal of development agreements unless there is a material modification or amendment proposed to the agreement, the periodic review or renewal of competitively bid contracts unless there are material modifications or amendments proposed to the agreement that are valued at more than 10 percent of the value of the contract or fifty thousand dollars (\$50,000), whichever is less, and modifications of or amendments to any of the foregoing contracts, other than competitively bid contracts), shall disclose on the record of the proceeding any contributions in an amount of more than \$500 made within the preceding 12 months by the party, or the party's agent, to any officer of the agency. When a closed corporation is party to, or participant in, such a proceeding, the majority shareholder must make the same disclosure. Failure to comply with this requirement may result in the assessment of civil or criminal penalties.

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Requests can also be sent to boardclerk@metro.net.

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A Spanish language interpreter is available at all Committee and Board Meetings. All other languages must be requested 72 hours in advance of the meeting by calling (213) 364-2837 or (213) 922-4600. Live Public Comment Instructions can also be translated if requested 72 hours in advance.



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x2 *Español (Spanish)*

x3 *中文 (Chinese)*

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

The Meeting begins at 1:00 PM Pacific Time on September 17, 2025; you may join the call 5 minutes prior to the start of the meeting.

Dial-in: 888-978-8818 and enter
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Public comment will be taken as the Board takes up each item. To give public comment on an item, enter #2 (pound-two) when prompted. Please note that the live video feed lags about 30 seconds behind the actual meeting. There is no lag on the public comment dial-in line.

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

La Reunion de la Junta comienza a las 1:00 PM, hora del Pacifico, el 17 de Septiembre de 2025. Puedes unirte a la llamada 5 minutos antes del comienso de la junta.

Marque: 888-978-8818 y ingrese el codigo
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Written Public Comment Instruction:

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

CALL TO ORDER**ROLL CALL**

APPROVE Consent Calendar Items: 12 and 13.

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

CONSENT CALENDAR**12. SUBJECT: PIPELINE UTILITY COOPERATIVE AGREEMENT**[2025-0571](#)**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO) or her designee to:

- A. EXECUTE a Utility Cooperative Agreement with Tesoro SoCal Pipeline Company, LLC to accommodate Metro's ongoing Projects; and
- B. NEGOTIATE and execute similar as-needed pipeline utility agreements with other pipeline company owners to accommodate necessary advance utility relocation design, construction and Metro's reimbursement terms to support Metro's ongoing Projects.

Attachments: [Attachment A - UCA b/w Tesoro SoCal Pipeline Co., LLC & LACMTA Presentation](#)

13. SUBJECT: CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEP) SERVICES[2025-0583](#)**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. ENTER into an Interagency Agreement with California Highway Patrol (CHP) for Construction Zone Enhancement Program (COZEEP) task order services, in an amount Not-to-Exceed \$16,350,000; and
- B. AUTHORIZE the CEO to negotiate and approve Contract Modifications, within and up to the authorized Life-of-Project budget for all projects under the COZEEP agreement.

Attachments: [Attachment A - Funding & Expenditure Plan Presentation](#)

NON-CONSENT

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

[2025-0630](#)**RECOMMENDATION**

RECEIVE AND FILE the status update on the Project Labor Agreement and Construction Careers Policy programs through the quarter ending June 2025.

Attachments:[Attachment A - Motion 13.1](#)[Attachment B - PLA/CCP Brochure](#)[Attachment C - Active National and Local Project Charts](#)[Attachment D - Motion 33.1](#)[Attachment E - Women in the Trades Brochure](#)[Attachment F - Metro DEOD PLACCP Unit Activities](#)[Attachment G - Additional Data](#)[Presentation](#)

- SUBJECT: GENERAL PUBLIC COMMENT**

[2025-0752](#)

RECEIVE General Public Comment

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

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



Board Report

File #: 2025-0571, **File Type:** Agreement

Agenda Number: 12.

CONSTRUCTION COMMITTEE SEPTEMBER 17, 2025

SUBJECT: PIPELINE UTILITY COOPERATIVE AGREEMENT

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) or her designee to:

- A. EXECUTE a Utility Cooperative Agreement with Tesoro SoCal Pipeline Company, LLC to accommodate Metro's ongoing Projects; and
- B. NEGOTIATE and execute similar as-needed pipeline utility agreements with other pipeline company owners to accommodate necessary advance utility relocation design, construction and Metro's reimbursement terms to support Metro's ongoing Projects.

ISSUE

As Metro's transit projects move forward, the project teams have identified Tesoro SoCal Pipeline Company, LLC (Tesoro Pipeline) within several project footprints that require utility relocations and/or general utility support. This is Metro's first interaction with Tesoro Pipeline. To move forward with the relocations and general utility support coordination to accommodate several Metro transit projects, a Utility Cooperative Agreement (UCA) between Metro and Tesoro Pipeline is needed. Given the complexity of Metro's projects, it is also anticipated that numerous other pipeline (oil, chemical, petroleum, water, steam, fuel, natural gas) conflicts will arise with other pipeline company owners for which swift action will be required in order to maintain the schedule. Therefore, as other pipeline company owner conflicts are identified with Metro's projects, similar utility agreements will need to be negotiated and executed swiftly to memorialize those roles and responsibilities and proceed with mitigating any conflicts to maintain schedule and budget.

BACKGROUND

A well-planned utility relocation is critical to any transit project's cost and schedule. Earlier communication and closer coordination with utility companies allows smoother project completion. It is critical to set up a UCA with Tesoro Pipeline, as well as with other potential pipeline company owners, to properly and effectively document delivery commitments, cost-sharing processes, roles and responsibilities and processes to resolve disagreements for work to continue unimpeded.

Executing this UCA and future utility agreements with other pipeline companies are key next steps to ensure successful delivery of the projects, to demonstrate the level of support required by key stakeholders, and to help mitigate project constraints and risks.

DISCUSSION

Utility Cooperative Agreements

There are many utilities that conflict with Metro project alignments and require mitigations, which can range from removal, replacement, protection, reconstruction to relocation of all or portions of impacted utilities. The success of Metro projects further requires the utility company's participation in meetings, coordination, and collaboration during the engineering and construction phases of the projects. Advancing utility agreements between the parties is a key next step for the successful delivery of Metro projects and demonstrates the level of support required by key stakeholders. The general intent of the UCA (Attachment A) is to cover the ongoing Projects, starting with the Southeast Gateway Line project (SGL), as well as future Metro Projects. As other utility conflicts arise with other pipeline company owners, the appropriate utility agreements will be negotiated and executed to accommodate those projects.

By executing the UCA, the utility owner acknowledges the project as a high-priority public works project and agrees to assist Metro by providing expedited self-performed designs, engineering, technical and analytical review of design and construction plans, administrative support services, construction and inspection services and other necessary services for the successful delivery and implementation of the project. The UCA defines procedures, identifies roles and responsibilities, and identifies costs between Metro and the utility owner.

The following are key components of the UCA with Tesoro Pipeline, which will be components of the future as-needed utility agreements with other pipeline companies as well:

- Reimbursement of costs to the utility owners for project related work through a work authorization/work order process
- The agreement will have a 15-year duration, renewed for consecutive one-year terms
- Metro and utility owner points of contact authorized to make decisions and bind the parties on related matters
- Basis and agreement on the applicable procedures, interface management, and costs for each party with respect to the planning, design and construction of rearrangements
- Process and agreement on self-perform designs and review periods
- Process and agreement on necessary construction and inspection needs, including provisions for installation of temporary facilities to ensure continuity of transmission for the utility
- Ability to accommodate other Metro projects

Metro and Tesoro Pipeline agree that each will cooperate with the other in all activities covered by the UCA. Work performed by Tesoro Pipeline under the UCA shall be per the work orders to be issued by Metro on an annual basis. It is to be noted that nothing in this agreement creates or confers any new

rights to the utility contractor. Nor does it create any new contractual relationship between the utility and Metro's contractors.

DETERMINATION OF SAFETY IMPACT

The recommended actions will not affect the safety of Metro customers and/or employees as these projects are in the engineering phase and no operational safety impacts result from this Board action.

FINANCIAL IMPACT

Work Orders will be issued to Tesoro Pipeline and other as-needed pipeline utility owners on an annual basis. Work orders for these commitments created within the UCA parameters will only be issued by funded projects and will be within each of the project's respective Fiscal Year or Life of Project (LOP) budgets. It will be the responsibility of the Cost Center Manager and Project Manager to budget costs incurred while executing this UCA and other pipeline utility agreements in the future fiscal years and within the cumulative budget limit for the affected fiscal year.

EQUITY PLATFORM

The execution of the UCA with Tesoro Pipeline, and other as-needed utility agreements with other pipeline company stakeholders, is essential to the successful and timely completion of SGL and other projects, including the subsequent benefits for project area communities. Metro's projects provide access to a reliable transit system and fill a current gap in high-quality transit services. When the eventual build-out of the projects occurs, communities along these corridors will have access to the Metro regional network providing residents with high quality transit service to access greater employment, health, and educational opportunities.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit.* Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

While this item does not directly encourage taking transit, sharing a ride, or using active transportation, it is a vital part of Metro operations, as it facilitates the progress of critical work with utilities to reduce conflict and improve outcomes in the planning and construction of the Southeast Gateway Line Project, and other projects, which will serve to reduce VMT. Because the Metro Board has adopted an agency-wide VMT Reduction Target, and this item supports the overall function of the agency, this item is consistent with the goals of reducing VMT.

*Based on population estimates from the United States Census and VMT estimates from Caltrans'

Highway Performance Monitoring System (HPMS) data between 2001-2019.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Metro's transit projects support the following strategic plan goals identified in Vision 2028:

- Goal 1: Provide high-quality mobility options that enable people to spend less time traveling.
- Goal 3: Enhance communities and lives through mobility and access to opportunity and.
- Goal 5: Provide responsive, accountable, and trustworthy governance within the Metro organization.

ALTERNATIVES CONSIDERED

The Board may choose not to allow the negotiation and execution of the UCA. However, not executing the UCA and other utility agreements with other pipeline company owners would not solidify each of the parties' roles and responsibilities and would require Metro to follow standard over-the-counter processes and therefore not benefit from streamlined processes and other administration benefits identified within the UCA. All of these are essential elements to ensure the projects eliminate risk, stay on schedule, stay on budget and ensure success.

NEXT STEPS

Upon Board approval, the CEO or designee will execute the UCA between Metro and Tesoro Pipeline. Staff will also continue to work with other responsible pipeline company stakeholders to develop other necessary utility agreements.

ATTACHMENT

Attachment A - Utility Cooperative Agreement between Tesoro SoCal Pipeline Company, LLC and LACMTA

Prepared by: Eduardo Cervantes, Executive Officer, Third Party Administration, (310) 466-1617
Doug Mensman, Senior Executive Officer, Project Management, (213) 922-5254

Reviewed by:
Tim Lindholm, Chief Program Management Officer, (213) 922-7297

Digitally approved by *Stephanie Wiggins*, Chief Executive Officer

UTILITY COOPERATIVE AGREEMENT

BETWEEN

TESORO SOCAL PIPELINE COMPANY LLC

AND

**THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY**

_____, 2025

EFFECTIVE DATE

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This Agreement is entered into by and between Tesoro SoCal Pipeline Company LLC ("Utility") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA" or "Metro"), (each a "Party" and collectively the "Parties").

RECITALS

- (A) LACMTA is a public entity created by the California State Legislature pursuant to California Public Utilities Code 130050.2 et. seq. as the single successor agency to the Southern California Rapid Transit District and the Los Angeles County Transportation Commission, and as such succeeded to any or all of the powers, duties, rights, obligations, liabilities, indebtedness, bonded and otherwise, immunities, and exemptions of the district and its board of directors and the commission and its governing body. In accordance with its powers, authority and responsibilities, LACMTA is a self-permitting agency that designs, builds, operates and maintains Transportation Projects that serve various cities and communities. Pursuant to Applicable Law, LACMTA is not subject to zoning, building or construction permitting ordinances of a local jurisdiction when constructing a Transportation Project.
- (B) LACMTA proposes to design, construct and operate facilities necessary and convenient for various transportation systems (including public rail and busway transit systems) within the County of Los Angeles. This Agreement applies to all of LACMTA's proposed Transportation Projects including the following (in each case, as may be more fully described at www.Metro.net) and any other Transportation Project Notified to Utility under Section 1.1(e) (Scope of Agreement):
- East San Fernando Light Rail Transit Project;
 - projects within the LACMTA highway program (including the I-5 North County Enhancements Project);
 - Southeast Gateway Transportation Project (formerly West Santa Ana Branch Transit Corridor);
 - Eastside Transit Corridor Phase 2;
 - C Line (Green) Extension to Torrance;
 - G Line (Orange Line) Improvements Project;
 - Sepulveda Transit Corridor Project;
 - projects within the LACMTA Regional Rail program (including Link Union Station);
 - various corridor congestion relief bus rapid transit projects (including Vermont Corridor, NoHo to Pasadena and North SFV);
 - Crenshaw Northern Extension; and
 - various LACMTA Transit Oriented Communities and Joint Development projects located on LACMTA-owned Rights-of-Way or acquired properties.
- (C) One or more of the proposed Transportation Projects will require the Rearrangement of portions of Utility Facilities. The Parties wish to enter into this Agreement in order to agree on the rights and obligations between the Parties in connection with such Rearrangements.
- (D) These Recitals are fully incorporated into this Agreement by reference herein.

In consideration of the mutual covenants of the Parties as set out below, the Parties hereby agree as follows:

ARTICLE 1. SCOPE AND DURATION

1.1 Scope of Agreement

- (a) The Parties have entered into this Agreement to: (i) define the applicable procedures; (ii) manage the interfaces; and (iii) allocate the roles and responsibilities and costs between LACMTA and Utility, in each case in respect of the planning, Design and Construction of any Rearrangements of Utility Facilities that are necessary in order for LACMTA to Design, Construct, operate, maintain and use any of the Transportation Projects.
- (b) The Parties acknowledge that LACMTA, at its sole discretion, may utilize various contracting methodologies to Design, Construct, operate and/or maintain Transportation Projects including with respect to any Rearrangements of Utility Facilities. LACMTA's determination of the procurement and contracting structure and/or project delivery method(s) for a Subject Transportation Project shall not impact the rights and obligations set out under this Agreement.
- (c) Utility acknowledges and agrees that LACMTA may:
 - (i) engage LACMTA Contractor(s) to carry out the Design, Construction, operation and/or maintenance work with respect to a Subject Transportation Project including performance of any LACMTA responsibilities with respect to any Rearrangements of Utility Facilities; and
 - (ii) in each LACMTA Contract, require the LACMTA Contractor to comply with and perform certain of LACMTA's obligations under this Agreement,

provided in each case that nothing in this Agreement will create any contractual relationship between Utility and any LACMTA Contractor and in accordance with Section 10.11 (Limitation on Third Party Beneficiaries), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of Utility toward, any LACMTA Contractor.

- (d) LACMTA acknowledges and agrees that Utility may:
 - (i) engage Utility Contractor(s) to perform Utility's work under the terms of this Agreement and/or any Work Order including performance of any Utility responsibilities with respect to any Rearrangements of Utility Facilities; and
 - (ii) in each Utility Contract, require the Utility Contractor to comply with and perform certain of Utility's obligations under this Agreement,

provided in each case that nothing in this Agreement will create any contractual relationship between LACMTA and any Utility Contractor and in accordance with Section 10.11 (Limitation on Third Party Beneficiaries), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of LACMTA toward, any Utility Contractor.

- (e) Recital (B) lists those Subject Transportation Projects that have been identified prior to the Effective Date and to which this Agreement will apply on and from the Effective Date. Each additional Subject Transportation Project to which this Agreement will apply will be identified as part of the Work Order process or by notice from LACMTA to Utility.
- (f) Utility acknowledges that LACMTA may at any time elect:
 - (i) not to proceed with any Transportation Project expressly listed in the Recitals or otherwise referenced in this Agreement or notified to Utility;

- (ii) to proceed with a Transportation Project that is not expressly listed in the Recitals; or
 - (iii) to amend the scope of any Transportation Project, each in its sole discretion.
- (g) The Parties agree that on the Effective Date, the terms of this Agreement shall supersede any conflicting terms of prior existing agreements between the Parties (or affiliates of the Parties) provided that:
- (i) any Rearrangements of Utility Facilities that have been approved and granted a Work Order number prior to the Effective Date shall continue until completed and approved under the applicable Work Order and shall be constructed in accordance with the standards and plans approved by the Parties in accordance with the applicable Work Order; and
 - (ii) this Agreement shall not negate or modify the terms and conditions of: (A) any legally binding easements or other use and/or occupancy agreements between Utility and LACMTA with respect to the occupancy by Utility of, or any interest of Utility in real property owned by or under the operating jurisdiction of LACMTA; (B) any such easements or other agreements between Utility and any former owner of real property now or hereafter owned by LACMTA, and to which LACMTA has become or hereafter becomes a successor either by assignment or by operation of law; or (C) any such easements or other agreements between Utility and any other governmental agency with respect to real property owned by or under the operating jurisdiction of such governmental agency, and in which LACMTA has a statutory or other right to install Transportation Project facilities,

and without prejudice to the foregoing, the Parties acknowledge and agree that this Agreement is not intended to, and will not, limit the Parties' ability to enter into any subsequent agreements with respect to a Transportation Project or any other subject matter.

- (h) Utility acknowledges that as between LACMTA and Utility, LACMTA has sole discretion to determine whether, and which, features or facilities are required in order for LACMTA to comply with its obligations under Applicable Law in connection with a Subject Transportation Project.

1.2 Duration of Agreement

- (a) The initial term of this Agreement (the "**Initial Term**") shall commence on the Effective Date and shall continue until the date falling 15 years after the Effective Date, unless terminated earlier or extended in accordance with the terms of this Agreement.
- (b) This Agreement shall automatically be renewed for consecutive one-year terms commencing on the day following the last day of the Initial Term and on each subsequent anniversary of such day, unless either Party provides Notice of termination to the other no later than 90 days prior to the end of any term (including the Initial Term).

ARTICLE 2. GENERAL OBLIGATIONS

2.1 Governance

- (a) Utility and LACMTA shall each designate an individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to this Agreement (the "**Utility Representative**" and "**LACMTA Representative**", respectively).
- (b) Utility and LACMTA may, in addition, each designate an alternate individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to the application of this Agreement to a Subject Transportation Project (in which case, any references to the Utility

Representative or LACMTA Representative under this Agreement shall be deemed to include such designated representatives with respect to that Subject Transportation Project). A single individual may serve as a designated representative for more than one Subject Transportation Project.

- (c) Either Party may change a representative designated under Section 2.1(a) or 2.1(b) (Governance) by providing seven days' prior Notice to the other Party.
- (d) LACMTA may establish Working Groups in relation to a Transportation Project or particular aspects of a Transportation Project for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractors and other attendees to monitor the progress of the Transportation Project, to consider issues, or potential issues, and to present, understand and discuss proposed solutions with respect to the Transportation Project. On LACMTA's written request, Utility shall ensure the attendance (in person or via videoconference or teleconference) of the Utility Representative (or a delegate) at any Working Group meeting held with respect to a Subject Transportation Project during normal business hours and upon reasonable notice. Any Working Group meeting attended by a Utility Representative (or a delegate) is consultative and advisory only and nothing which occurs during any such Working Group meeting and no information that is presented during any such Working Group meeting will:
 - (i) affect the rights or obligations of either Party under this Agreement;
 - (ii) entitle a Party to make any claim against the other;
 - (iii) relieve a Party from, or alter or affect, a Party's liabilities or responsibilities whether under this Agreement or otherwise according to Applicable Law;
 - (iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law; or
 - (v) be construed as a direction by a Party to do or not do anything.

Any changes discussed during a Working Group must be formalized and documented in accordance with the terms of this Agreement to take effect as a contractual obligation.

2.2 Work Orders

- (a) Utility's obligation to perform work under this Agreement shall arise upon the issuance by LACMTA of an authorized Work Order provided that where LACMTA (or another governmental agency) has prior existing rights, Utility may be obligated to perform work necessary to support a Subject Transportation Project without the issuance of a Work Order and without reimbursement for Costs under this Agreement.
- (b) If Utility is required to perform work and/or provide support and/or services under the terms of this Agreement or LACMTA requests that Utility perform work and/or provide support and/or services under the terms of this Agreement, Utility shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which Utility shall require reimbursement with respect to that scope of work.
- (c) Upon LACMTA's approval of a Form 60 submitted to it by Utility with respect to a scope of work under Section 2.2(a) (Work Orders), LACMTA will issue a Work Order to Utility for such scope of work.
- (d) Each Work Order issued by LACMTA to Utility in accordance with this Agreement shall specify the work authorized to be performed and any materials or equipment to be acquired, the amount of money that Utility will be reimbursed for the authorized work as agreed under the applicable Form 60, and a schedule, including the estimated starting and finishing dates for the authorized work.

- (e) On receipt of a Work Order issued in accordance with the terms of this Agreement, Utility must: (i) promptly commence work on any elements of work authorized under the Work Order that are unchanged from the applicable Form 60; and (ii) promptly and without delay (and in any case within 10 days of issuance by LACMTA) accept any changes or additions (including any additional or supplemental provisions) agreed to the applicable Form 60 by counter-signing the Work Order or otherwise by written acceptance by the Utility Representative, followed by commencement of the applicable work under the Work Order. If Utility fails to accept the Work Order within 10 days (if applicable), the Work Order will be deemed to be accepted by Utility.
- (f) Except where authorized under a separate agreement with LACMTA (in which case, payment, credits or reimbursement will be in accordance with the terms of such agreement), Utility is not authorized to do any work and will not be paid, credited or reimbursed for Costs or expenses associated with any work performed in connection with a Rearrangement or a Subject Transportation Project or otherwise under the terms of this Agreement, that is not expressly authorized by a Work Order.
- (g) Except in the case of a change required due to an emergency (which notification may be given orally before being confirmed in writing within three days), Utility may submit proposed changes to a Work Order in writing to LACMTA for approval.
- (h) LACMTA may terminate any Work Order at any time at its sole discretion, provided that Utility will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.
- (i) Utility must promptly Notify LACMTA if at any time it anticipates:
 - (i) exceeding 75% of the total estimated Costs under any Work Order within the next 60 days;
 - (ii) that the total Costs under any Work Order will be in excess of 10% greater than previously estimated Costs; or
 - (iii) that the estimated finishing date will be later than the date stated in the Work Order,
 and must request an amendment to such Work Order pursuant to Section 2.2(g) (Work Orders).
- (j) Utility must complete (either through its own forces or through Utility Contractors) all work authorized by any Work Order in accordance with Applicable Law, Governmental Approvals and the terms of this Agreement and the applicable Work Order. Utility must cooperate with LACMTA and take such actions as LACMTA may reasonably request, to ensure performance of work under a Work Order.

2.3 Deadlines and Delays

- (a) Utility agrees to cooperate and coordinate with LACMTA in accordance with the terms of this Agreement in order for LACMTA to achieve the project schedule for a Subject Transportation Project and to allocate sufficient staff and other resources necessary to provide the level of service required to meet the scope of work and work schedules, review periods and timelines identified in this Agreement and any Work Orders. Utility acknowledges that development of a Subject Transportation Project will require strict compliance with the scheduling requirements of this Agreement and the applicable Work Order, and that failure to meet the deadlines set out in this Agreement or in the applicable Work Order could cause LACMTA and/or its LACMTA Contractor(s) to incur substantial costs as a result of such delay, or may result in Utility needing to take measures to avoid delay to a Subject Transportation Project.
- (b) If Utility fails to carry out any work or obligations for which it is responsible under the terms of this Agreement and/or any Work Order in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order, and such failure is attributable

to Utility, then, to the extent such delay directly causes: (i) LACMTA to incur additional costs; or (ii) a delay to the Subject Transportation Project, Utility must reimburse LACMTA for all actual and documented costs and expenses incurred or arising out of such delay. Utility must pay such costs to LACMTA within 90 days after receipt of an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from Utility to LACMTA pursuant to this Section 2.3(b) from payment(s) due to Utility.

- (c) To the extent a failure by LACMTA to perform its work and obligations in accordance with the work schedules, review periods and timelines identified in this Agreement and/or any Work Order results in a delay to the performance of Utility's work under a Work Order, Utility will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under the terms of the applicable Work Order.

2.4 Coordination and Cooperation

- (a) The Parties acknowledge that the timely completion of a Subject Transportation Project will be influenced by the ability of LACMTA and Utility to coordinate their activities, communicate with each other, and respond promptly to reasonable requests.
- (b) Utility agrees to each Rearrangement and to cooperate with LACMTA's applicable requirements for the Subject Transportation Project, in accordance with the terms of this Agreement subject to the following:
 - (i) whenever it is reasonably possible to do so without causing increased costs for or delay in a Transportation Project, as determined by LACMTA, relocation of Utility Facilities will be avoided and Utility Facilities will be Protected-in-Place;
 - (ii) reimbursement of Costs in accordance with and to the extent contemplated by Section 6.2 (Reimbursements to Utility);
 - (iii) LACMTA shall give Utility at least 30 days (unless prior rights are involved) written Notice before requiring Rearrangement of a Utility Facility; and
 - (iv) if necessary to ensure continuity of transmission or distribution of the applicable public utility service during any Rearrangement work, Utility may install a Temporary Facility to provide the applicable public utility service until such time as the related Rearrangement work is complete or the usual service is restored, whichever is earlier.
- (c) The Parties acknowledge that Utility is required to address the interests of joint users of its Utility Facilities. Where there are joint users of a Utility Facility (or a part of it) that is the subject of a Rearrangement, Utility shall identify and Notify LACMTA of all joint users of such Utility Facility prior to commencing any work with respect to that Rearrangement and Utility shall be responsible for addressing any applicable joint users' interests when exercising its rights under this Agreement.

2.5 Coordination of Utility Activities

- (a) If Utility plans to undertake any Adjacent Work, Utility will coordinate the design and performance with LACMTA so that such Adjacent Work will not pose a safety hazard or interfere with, disrupt or delay the Design, Construction, operation or maintenance of, or threaten the structural integrity of, a Subject Transportation Project or the Design and Construction of a Rearrangement by LACMTA including by:
 - (i) complying with the terms of this Section 2.5 and LACMTA's standard procedures for Adjacent Works;

- (ii) delivering copies of all designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the Adjacent Work and to approve the final designs and plans for the Adjacent Work; and
 - (iii) if LACMTA reasonably determines and notifies Utility that the Adjacent Work will, in whole or in part, pose a safety hazard or interfere with, disrupt or delay the Design, Construction, operation or maintenance of, or threaten the structural integrity of, a Subject Transportation Project, conditioning the implementation of the Adjacent Work (or relevant part of it) on scheduling adjustments and/or other modifications as LACMTA deems appropriate to ensure the Project Schedule for the Subject Transportation Project will not be directly delayed by the proposed Adjacent Work.
- (b) The terms of this Section 2.5 shall not apply in emergency situations; however, in such situations, Utility will coordinate with LACMTA to the extent feasible in light of the circumstances, subject to all related safety requirements described in this Agreement and any applicable Work Order.
- (c) Utility will, and will ensure that any Utility Contractor performing any Adjacent Work and/or Construction and maintenance of any Rearrangement under the terms of this Agreement or a Work Order is obligated under contract and/or a permit process to:
 - (i) fully co-operate and coordinate with LACMTA and the LACMTA Contractors including:
 - (A) attending interface definition and coordination meetings upon reasonable request; and
 - (B) providing any other interface data reasonably requested by LACMTA or the relevant LACMTA Contractor and necessary to complete interface coordination;
 - (ii) perform the work so as to minimize any interference with or disruption or delay to construction, operation or maintenance of the Subject Transportation Project or the Design and Construction of a Rearrangement;
 - (iii) comply with LACMTA's or the relevant LACMTA Contractor's site access, track allocation/work permit procedures and work health and safety policies and procedures; and
 - (iv) promptly advise LACMTA of all matters arising out of the work that may interfere with, disrupt, delay or otherwise have an adverse effect upon the Subject Transportation Project or Rearrangement.

2.6 Governmental and Lender Requirements

If a Subject Transportation Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, Federal Transit Administration, other Governmental Entities, and/or financial institutions providing grants, funding or financing, LACMTA will Notify Utility and the Parties will comply with the terms and conditions set out in Exhibit 4 (Federal and Other Requirements) and any additional prescribed governmental and lender requirements set out in an applicable Work Order or otherwise under the applicable grant, funding or financing agreements notified to Utility.

2.7 Discretions

Except as otherwise expressly provided in this Agreement, all determinations, consents, waivers, or approvals of a Party under this Agreement must not be unreasonably withheld, conditioned, or delayed.

ARTICLE 3. DESIGN

3.1 Design Responsibilities

- (a) Except to the extent of any Design work requested to be performed or to be performed by Utility under Section 3.1(b) (Design Responsibilities), LACMTA will (directly or through LACMTA Contractors) Design all Rearrangements and produce all Design Documentation relevant to those Rearrangement works in accordance with the terms of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor.
- (b) LACMTA may request and authorize Utility to Design a Rearrangement and provide Design Support with respect to that Rearrangement or to provide Design Support and perform Design-related activities with respect to the Design of a Rearrangement prepared by LACMTA under Section 3.1(a) (Design Responsibilities), in each case pursuant to the procedures set out under Section 2.2 (Work Orders). A Form 60 submitted by Utility in accordance with this Section 3.1(b) and Section 2.2 (Work Orders) shall estimate the total effort required to perform the requested Design, Design Support and/or other Design-related activities and shall attach the schedule prepared in accordance with this Agreement and agreed by the Parties for the performance of the requested Design, Design Support and/or other Design-related activities. Utility must diligently perform and shall ensure that any Utility Contractors diligently perform the Design, Design Support and/or other Design-related activities authorized under a Work Order in accordance with the terms of that Work Order and this Agreement. Utility shall be responsible for any errors and omissions in any Design Documentation prepared by Utility or a Utility Contractor.
- (c) Without prejudice to the scope of and timelines for any Design Support services agreed under Section 3.1(b) (Design Responsibilities), within 30 days after Utility's receipt of a written request from LACMTA, Utility shall identify and disclose to LACMTA the nature and location of all Utility Facilities which are located under or over LACMTA Right-of-Way and on adjacent public street right-of-way, whether or not Abandoned, and such other information as may be requested by LACMTA with respect to the identification of the nature and location of all Utility Facilities. Any Form 60 submitted by Utility to LACMTA in accordance with Section 2.2 (Work Orders) for Design Support services with respect to the identification of existing Utility Facilities shall comply with the following:
 - (i) where potholing of existing Utility Facilities for the purpose of Design verification is agreed by the Parties as a Design Support service: (A) such potholing activities shall be shown in the applicable Form 60 as an 'Other Direct Cost (ODC)'; (B) preparation and execution of the related potholing work plan shall be considered a Design Support activity; and (C) submission of the applicable Form 60 shall indicate: whether the scope involved is to excavate a trench of certain width, length, and depth; use of ground penetrating radar where physical ground disturbance may be problematic; whether traditional drilled holes with vacuum extraction of soil is the recommended method of exploration; that the findings shall be presented in a brief report by a qualified utility engineer; coordination activities such as DigAlert markings, obtaining a public works street-use type permit; and
 - (ii) where Utility is requested to provide LACMTA as-built utility plans and records as a matter of routine course of conducting business with LACMTA, such as during the Planning Phase of a Transportation Project (as opposed to the Design Development phase), it shall be at no cost to LACMTA.
- (d) Prior to submitting a Form 60 to LACMTA with respect to any Design work for a Rearrangement to be performed by Utility in accordance with Section 3.1(b) (Design Responsibilities), Utility will arrange a documented working group meeting amongst all applicable stakeholders (including the local City public works "Utility Coordination" representative) to agree on the scope of the Rearrangement and the Design work required with respect to the Rearrangement.

- (e) Where Utility is responsible for the Design of a Rearrangement, Utility shall coordinate with the local City public works "Utility Coordination" representative, to apply for and obtain all necessary permits and approvals from all local jurisdictions in order to perform the Construction of that Rearrangement.
- (f) Following issuance of a Work Order for the performance by Utility of Design work for a Rearrangement, LACMTA will provide to Utility the Subject Transportation Project plans and other information relevant to the Design work if available.

3.2 Design Requirements

Any Design work for any Rearrangements shall be performed in accordance with:

- (a) the Design requirements set out in this Agreement and any applicable Work Orders;
- (b) all Governmental Approvals, Applicable Law, and the final EIR/EIS; and
- (c) subject to Section 3.5 (Utility Standards), the Utility Standards or, in the case of those Rearrangements of Utility Facilities that will cross over, above or below a Project Right-of-Way, the applicable requirements in the most recent version of LACMTA's 'Metro Rail Design Criteria', 'Metro BRT Design Criteria', and/ or contract specifications for the Subject Transportation Project (as applicable).

3.3 Design Review Procedure

All Designs for Rearrangements (whether the responsibility of LACMTA or Utility under Section 3.1 (Design Responsibilities)) shall be submitted, reviewed and approved in accordance with the procedures and review periods set out in Exhibit 1 (Submittal Review Procedure) and otherwise in accordance with the terms of this Agreement and any applicable Work Orders.

3.4 Design Development

- (a) The Parties acknowledge and agree that the Design Documentation for any Rearrangement will be submitted for review progressively in Packages and in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the other Party a reasonable opportunity to review the submitted Design Documentation.
- (b) In the case of Rearrangements where LACMTA is responsible for the Design under Section 3.1 (Design Responsibilities), LACMTA and the applicable LACMTA Contractor will retain responsibility for defining the scope and timing of delivery of the Packages at each stage of Design, taking into account the Subject Transportation Project schedule and contracting methodology.
- (c) The Design Documentation for the Design of a Rearrangement will be complete in all respects and will specify any Utility pre-approved design details and Construction practices utilized in the Design, including specifying proprietary underground vaults, shoring systems, standard plans, and parts (including connectors, valves, gaskets and custom components).

3.5 Utility Standards

- (a) Utility shall explicitly identify the Utility Standard(s) applicable to a Rearrangement in the initial Form 60 submitted with respect to the Design, Design Support and/or other Design-related activities for that Rearrangement and prior to the issuance of the first Work Order for Design, Design Support and/or other Design-related activities for that Rearrangement.
- (b) Any changes or additions to the Utility Standards applicable to a Rearrangement:

- (i) after notification under Section 3.5(a) (Utility Standards), requires prompt written Notice from Utility (and in any case within 15 days' of adoption), with supporting information including the formal date of adoption and, in the case where Utility is responsible for the Design of the applicable Rearrangement under Section 3.1 (Design Responsibilities), the schedule and cost impact to the applicable Design work; and
- (ii) after the establishment of the Basis of Design for that Rearrangement, shall be considered a "Betterment" for the purposes of this Agreement.
- (c) Utility agrees that it shall not adopt any new Utility Standard(s) or otherwise amend or supplement any existing Utility Standards or its interpretation or application of any existing Utility Standards for the sole or primary purpose of affecting a Subject Transportation Project or Rearrangement. All Utility Standards shall be applied to the Rearrangements hereunder in the same manner as they are applied by Utility to standalone projects that are financed primarily by Utility or projects constructed by Utility's in-house crews or Utility Contractors.
- (d) Without prejudice to the other terms of this Section 3.5, with respect to both Design and Construction of a Rearrangement, in interpreting applicable Utility Standards, and in exercising any discretion granted by applicable Utility Standards, the Parties shall make such interpretations and exercise such discretion in a manner so as to impose the minimum requirements necessary to comply with Applicable Law. Any Design or Construction issues affecting Rearrangements which are not addressed by applicable Utility Standards shall be resolved in such a manner as to impose the minimum requirements necessary to make a Replacement Facility the equivalent (in terms of level of service, capacity, service life, capability, appearance, efficiency and function) to the Conflicting Facility it replaces and to otherwise minimize Rearrangement work.

3.6 Changes to Design

LACMTA or Utility may make changes to a previously approved Design only with written concurrence of the other Party. Except where changes are required to accommodate an unanticipated site condition or a change in a site condition, LACMTA shall have no obligation to consent to or approve any Utility requested changes that will necessitate re-submittal of Design for new approvals, delay Construction of the Rearrangement or construction of the Subject Transportation Project, or increase the cost of Construction of the Rearrangement or construction of the Subject Transportation Project. The cost of the increased scope, if any, attributable to changes in approved plans or specifications requested by Utility and approved by LACMTA shall be borne by Utility, unless the change in approved plans or specifications was necessitated by an unanticipated site condition or event.

3.7 Permits

- (a) After approval of the Final Design of a Rearrangement in accordance with this ARTICLE 3 the Party performing the Design work for the Rearrangement or the Applicable Contractor shall obtain all necessary Governmental Approvals, Railroad PUC permits and required track allocation request approvals for the Construction of the Rearrangement; provided, however, LACMTA shall be responsible for obtaining (or causing its LACMTA Contractor(s) to obtain) all such Governmental Approvals required for any Construction to be performed by LACMTA or its LACMTA Contractor(s) in accordance with ARTICLE 4 (Construction) whether or not it performed the Design work for the Rearrangement. Each Party shall use reasonable efforts to assist the other Party in securing any necessary Governmental Approvals. Without prejudice to Sections 3.2 (Design Requirements) and 4.2 (Construction Requirements), each Party shall comply with the terms of all applicable Governmental Approvals in carrying out its work under this Agreement.
- (b) Where the Subject Transportation Project is federalized (use of federal funds as notified by LACMTA to Utility in accordance with Section 2.6 (Governmental and Lender Requirements)) and Utility has

been requested to perform Design work in accordance with Section 3.1(b) (Design Responsibilities). Utility acknowledges the requirements to process "Utility Agreements" and "R/W Certification" (as those terms are used in the LAPM) in accordance with Caltrans Local Assistance Procedures Manual (LAPM) Chapter 14 – Utilities, local agency internal City and public works adopted procedures and LACMTA's third party administration procedures (as published and notified to Utility from time to time).

ARTICLE 4. CONSTRUCTION

4.1 Construction Responsibilities

- (a) Utility shall perform (through a Utility Contractor or in-house construction crews) all Construction for each Rearrangement, unless, during the Design phase, LACMTA and Utility mutually agree that LACMTA shall perform all or part of the Construction for a Rearrangement. The Party performing Construction may perform such Construction either prior to construction of the Subject Transportation Project, concurrently with such construction, or through a combination of said alternatives, as mutually agreed by the Parties, taking into account the contracting methodology selected by LACMTA for the Subject Transportation Project as referenced in Section 1.1(b) (Scope of Agreement) and the project schedule for the Subject Transportation Project, as referenced in Section 2.3 (Deadlines and Delays).
- (b) If agreed by the Parties under Section 4.1(a) (Construction Responsibilities) that LACMTA (or a LACMTA Contractor) shall perform the Construction of a Rearrangement, LACMTA may request and authorize Utility to provide Construction support services and related activities with respect to the Construction of that Rearrangement, pursuant to the procedures set out in Section 2.2 (Work Orders) and Utility agrees to coordinate its efforts and cooperate with the relevant LACMTA Contractor(s) performing Construction and to diligently perform and to ensure that any Utility Contractor diligently performs, all such Construction support services and related activities, in accordance with the terms of the applicable Work Order and this Agreement.
- (c) LACMTA shall be responsible for all claims and stop notices or mechanic's liens filed by LACMTA Contractors for Construction work performed on Utility Facilities.

4.2 Construction Requirements

All Construction work for the Rearrangement shall be performed in accordance with:

- (a) the approved Final Design (including any changes agreed under the terms of this Agreement);
- (b) all Governmental Approvals, Applicable Law and, subject to Section 3.5 (Utility Standards), the Utility Standards;
- (c) applicable environmental mitigation and control requirements under the final EIR/EIS for the applicable Subject Transportation Project including without limitation to construction noise and vibration, air pollution controls, and potential archaeological, biological, and paleontological monitoring measures as applicable;
- (d) subject to Section 3.5 (Utility Standards), the Utility Standards or, in the case of those Rearrangements of Utility Facilities that LACMTA is responsible for Constructing under Section 4.1 (Construction Responsibilities) and that will cross over, above or below the Project Right-of-Way, the applicable requirements in the most recent version of LACMTA's 'Metro Rail Design Criteria', 'Metro BRT Design Criteria', and/ or contract specifications for the Subject Transportation Project (as applicable); and
- (e) all other Construction requirements set out under the terms of this Agreement and any applicable Work Order.

4.3 Rights-of-Way

- (a) Replacement rights-of-way for the relocation of Conflicting Facilities shall be determined during Design Development and, if needed, may be acquired by LACMTA or Utility following approval by the Parties of the location and type of such replacement rights-of-way. When reasonably possible and where the Utility Facilities being Rearranged are located in a public right-of-way, a Rearrangement shall be located in existing public rights-of-way. The required rights-of-way shall be acquired so as not to impair LACMTA's schedule for the Subject Transportation Project. If Utility cannot acquire necessary private rights-of-way without out-of-pocket expense to itself, such private rights-of-way may be acquired by LACMTA. Upon acceptance of the applicable Replacement Facility, Utility shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all Utility real property interests (except franchise rights and except where Utility owns the property in fee) being taken out of service by the Rearrangement, and for which replacement real property interests are provided. Where Utility requires replacement rights-of-way within Project Right-of-Way owned by LACMTA, LACMTA shall be responsible for providing such replacement rights-of-way, subject to the rights and needs of LACMTA.
- (b) Subject to the other terms of this Section 4.3, any cost associated with Utility acquiring any temporary construction easements or other real property rights (including for installation of temporary Utility Facilities) that are needed for any Construction of a Rearrangement performed by Utility shall be considered a "Cost" under this Agreement. LACMTA will be responsible for obtaining any temporary construction easements or other real property rights that are needed for Construction of a Rearrangement that LACMTA is performing and any cost associated with Utility using such easements or other rights shall be considered a "Cost" under this Agreement.
- (c) Within 60 days after request by LACMTA and as part of the Design Support performed by Utility, Utility shall furnish to LACMTA copies of any non-privileged agreements or other documents evidencing Utility's franchise, easements, or other existing rights in real property for its Utility Facilities that are located within the Subject Transportation Project area. Utility's cost to provide such documentation shall be reimbursed by LACMTA as Design Support services under an authorized Work Order issued under Section 2.2 (Work Orders).
- (d) For any Utility Facilities located within the Project Right-of-Way owned by LACMTA that are being Abandoned in place or dismantled, but are not being replaced by a Replacement Facility, upon request by LACMTA, Utility shall quitclaim to LACMTA (or otherwise terminate by appropriate documentation) all of Utility's right, title and interest in and to any such portion of such Project Right-of-Way on which such Utility Facilities were located.
- (e) Without prejudice to Section 2.5 (Coordination of Utility Activities), each Party shall provide the other with a real property license to such Party's right-of-way located within or near the Project Right-of-Way, in a form reasonably acceptable to such other Party, for the purpose of carrying out construction, operation or maintenance of the Subject Transportation Project (in the case of a license granted to LACMTA) or operating or maintaining a Utility Facility (in the case of a license granted to Utility).
- (f) Real property interest Costs shall be invoiced separately from other Cost items, but shall be reimbursable to the extent provided in Sections 6.2 (Reimbursements to Utility) and 6.3 (Reimbursement and Credits to LACMTA).

4.4 Utility Construction of Rearrangements

LACMTA shall request and authorize Utility to perform the Construction of all or part of a Rearrangement that Utility shall perform under Section 4.1 (Construction Responsibilities), pursuant to the procedures set out in Section 2.2 (Work Orders). A separate Work Order will be issued for the Construction of each Rearrangement. In such event:

- (a) Utility shall commence and diligently perform and shall ensure that any Utility Contractor commences and diligently performs, the Construction of such Rearrangement to completion as authorized by the Work Order, in accordance with the terms of this Agreement and the Work Order and the work schedule for such Construction set out in the Work Order. Utility acknowledges and agrees that the work schedule for such Construction shall coincide closely and be coordinated with LACMTA's schedule for the Subject Transportation Project, including the schedule for Construction of Rearrangements of Utility, cable, pipeline, and other facilities in the same segment or portion of the Subject Transportation Project; provided, however, that the schedule for work by Utility shall allow Utility a reasonable period of time for performance of its responsibilities under this Agreement and the Work Order;
- (b) to the extent applicable, Utility shall include a copy of any standalone environmental clearance of the Rearrangement as an attachment to the Form 60 for that Rearrangement; and
- (c) the name of the Utility's or Utility Contractor's lead superintendent and/or project manager assigned to the Construction of a Rearrangement shall be provided to LACMTA in the applicable Form 60. The resume(s) of the assigned lead superintendent and/or project manager shall also be attached to the applicable Form 60. The resume(s) shall demonstrate Utility or Utility Contractor has assigned a lead superintendent and/or project manager with the appropriate qualifications, capability and experience to perform the applicable Construction work.

4.5 Construction Staging Plans

- (a) A construction staging plan shall be developed for any Construction of a Rearrangement to be performed within public rights-of-way. The Parties will agree on which Party (directly or through its Applicable Contractors) will be responsible for the preparation of construction staging plans for such Construction work. Where Utility is responsible for the preparation of the construction staging plans under this Section 4.5(a), LACMTA shall request and authorize Utility to perform the work of preparing the construction staging plan pursuant to the procedures set out in Section 2.2 (Work Orders); and, where practicable, in the same Work Order authorizing the applicable Construction work.
- (b) Each construction staging plan will be agreed on prior to the commencement of the applicable Construction work and provide, among other things, for:
 - (i) the handling of vehicular and pedestrian traffic on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (worksite traffic control plans);
 - (ii) actions to maintain access to businesses adjacent to the Construction areas, as possible, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the worksite traffic control plans; and
 - (iii) elements of public awareness as well as mechanisms to assist affected parties in complaint resolutions.

4.6 "As-Built" Drawings and Contract Documents

- (a) LACMTA and Utility shall each maintain a set of "as-built" plans of Rearrangements performed by LACMTA and Utility, respectively, during the progress of Construction. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within 75 days after completion of such work for each set of plans. All "as-built" plans (whether provided by LACMTA or by Utility) shall be native CAD files (including, for example, in Auto-Cad by Autodesk format or equivalent interoperable MicroStation version file format).

- (b) LACMTA and Utility agree to provide the other with electronic files of those final contract documents that they have prepared, or caused to be prepared, to govern the Construction of a given Rearrangement by their Applicable Contractor so that each Party may compile a complete set of contract documents. Each Party shall prepare, or cause to be prepared, the contract documents for which it is responsible.

4.7 Underground Service Alert

Prior to any commencement of underground Construction work by either Party, the Party performing such work, or its Applicable Contractors, shall Notify Underground Service Alert in accordance with Applicable Law.

4.8 Hazardous Substances and Archaeological Remains

- (a) As between Utility and LACMTA, LACMTA shall be responsible, at its sole cost and expense, for the investigation of potential environmental hazards on, in, under or about any Utility Facility, including but not limited to, any "**Hazardous Substance**" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), or Archaeological Remains within the Project Site that would directly impact Construction of a Subject Transportation Project.
- (b) Without prejudice to the terms of Section 3.7 (Permits), LACMTA shall prepare, at its sole cost and expense, all environmental impact reports/statements required by Applicable Law for the Construction of a Subject Transportation Project.
- (c) Each Party shall provide the other Party with all information, reports and data relating to the existence of any Hazardous Substance and/or Archaeological Remains within the Project Site, or any site on which Construction work for a Rearrangement will be carried out, promptly after becoming aware of such information or documents including, without limitation, any environmental impact reports or soil tests.
- (d) Where LACMTA is responsible for costs relating to the presence or existence of any environmental hazard under Section 6.2(c) (Reimbursements to Utility), LACMTA will be responsible for the management, treatment, handling, storage, monitoring, remediation, removal, transport, and disposal of such environmental hazard ("**Remedial Action**"). Utility shall not commence Construction of any Rearrangement until: (i) LACMTA has completed the required Remedial Action in accordance with this Section 4.8(d); or (ii) LACMTA issues a Work Order pursuant to Section 2.2 (Work Orders) authorizing Utility or a Utility Contractor to carry out such Remedial Action. For the avoidance of doubt, to the extent an environmental hazard is caused by, arises out of, or as a consequence of, any action of Utility or a Utility Contractor, LACMTA will not be responsible for any Remedial Action under this Section 4.8(d) or for costs under Section 6.2(c) (Reimbursements to Utility).
- (e) Utility shall promptly, and before the environmental hazard is disturbed, Notify LACMTA of any environmental hazard encountered in carrying out Construction under this Agreement. If: (i) pursuant to Section 4.8(d), LACMTA is responsible for any Remedial Action with respect to such environmental hazard, LACMTA shall: (A) promptly commence such Remedial Action; or (B) issue a Work Order pursuant to Section 2.2 (Work Orders) authorizing Utility or a Utility Contractor to carry out such Remedial Action; or, (ii) the environmental hazard was caused by, arises out of, or as a consequence of, any action of Utility or a Utility Contractor, Utility shall promptly commence any Remedial Action required under Environmental Law. Utility shall suspend Construction work (excluding any Remedial Action, if applicable) at the site of the environmental hazard until the required Remedial Action is complete.
- (f) The Party discovering an environmental hazard shall make any required notifications to federal, state, and/or local agency(ies) in accordance with Applicable Law (with a copy to the other Party).

- (g) If Archaeological Remains are encountered by Utility in carrying out Construction under the terms of this Agreement, Utility must:
 - (i) immediately report the discovery to the LACMTA Representative;
 - (ii) ensure that the Archaeological Remains are preserved and protected in place and not disturbed further including by halting Construction work in the vicinity of the Archaeological Remain, if necessary;
 - (iii) comply with all requirements of Governmental Entities and any lawful directions of the LACMTA Representative in relation to the Archaeological Remains; and
 - (iv) continue to perform the Work, except to the extent otherwise: (A) lawfully directed by the LACMTA Representative; (B) ordered by a court or tribunal; or (C) required by Applicable Law.
- (h) All Archaeological Remains found on or under the surface of the Project Site will, as between the Parties, be the absolute property of LACMTA and LACMTA shall be responsible for making any required notifications to federal, state, and/or local agency(ies) in accordance with Applicable Law.

4.9 Inspection and Acceptance

The Parties agree that inspection and acceptance of the Construction of Rearrangements performed under this Agreement will be carried out in accordance with the procedure set out in Exhibit 2 (Inspection and Acceptance Procedure).

4.10 Maintenance

Utility shall schedule, in coordination with LACMTA and its LACMTA Contractors and in accordance with Sections 2.5 (Coordination of Utility Activities) and 4.3(e) (Rights-of-Way), any maintenance of Utility Facilities that may be necessary after the completion of the Rearrangement so as not to interfere with the construction of the Subject Transportation Project or its operation, maintenance and use once completed.

ARTICLE 5. BETTERMENTS

5.1 Procedure

Promptly after identifying a Betterment, if possible during the Advanced Conceptual Engineering phase of the Subject Transportation Project and in any event prior to the establishment of the Basis of Design for a Rearrangement, Utility shall inform LACMTA what Betterments, if any, Utility desires or has intentions to pursue as part of a Rearrangement by submitting a completed Utility Betterment Request such that LACMTA can review the Betterments and determine whether they satisfy the requirements set out in Section 6.3(f) (Reimbursements and Credits to LACMTA). In addition:

- (a) each Design furnished by Utility under the terms of this Agreement shall specifically identify any Betterments included in such Design and where Betterments are identified, shall be accompanied by a completed Utility Betterment Request submitted for LACMTA's review and approval; and
- (b) if LACMTA identifies a Betterment included in Designs or any other Submittals furnished by Utility or in comments provided by Utility on LACMTA-completed Designs or other Submittals, LACMTA will deliver a LACMTA Notice of Potential Betterment to Utility and within 10 days of delivery of that notice, Utility will: (i) withdraw the relevant comment or Design; or (ii) submit a request for the applicable Betterment by submitting a Utility Betterment Request for LACMTA's review and approval. If Utility fails to respond within 10 days of a Notice delivered by LACMTA under this Section 5.1(b), the comment or Design will be deemed to be withdrawn provided that such withdrawal shall be without

prejudice to Utility's right to submit the Betterment under a subsequent Utility Betterment Request under this Section 5.1.

5.2 Cost and Performance

- (a) Utility shall be responsible for the cost of any Betterment and LACMTA shall not be responsible for the cost of any Betterment. No Betterment may be performed in connection with any Rearrangement irrespective of whether the Design is performed by either Party or jointly, and whether the Construction is performed by either Party or jointly, unless that Betterment is:
 - (i) approved by LACMTA (as demonstrated by the LACMTA counter-signing the Utility Betterment Request, updated to include any changes negotiated and agreed by LACMTA and Utility); and
 - (ii) constructed in accordance with the scope and specifications agreed to and documented in the applicable Utility Betterment Request.
- (b) Under no circumstances shall Utility receive payment for, or reimbursement of, any Costs associated with or related to Betterments, and the issuance of a Work Order authorizing Utility work or other activity relating to a Betterment shall not constitute the agreement of LACMTA to make any payments to Utility with respect to that Betterment.

5.3 Right to Refuse

LACMTA shall have the right to refuse and withhold approval for any Betterment that:

- (a) is incompatible with the Subject Transportation Project;
- (b) cannot be performed within the constraints of Applicable Law, any Governmental Approvals and/or the project schedule for the Subject Transportation Project; or
- (c) is requested after the establishment of the Basis of Design for the Rearrangement.

ARTICLE 6. SALVAGE, REIMBURSEMENT AND CREDITS

6.1 Disposition of Salvaged Materials

- (a) LACMTA may not salvage materials from the Conflicting Facility belonging to Utility during the course of its work on a Rearrangement, unless agreed to in writing by Utility. If LACMTA desires to use salvaged materials, subject to the consent of Utility, materials removed shall be stored by LACMTA until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused in a Rearrangement, but that Utility desires to retain may be recovered by Utility staff within an agreed time frame or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to Utility. Subject to acceptance by LACMTA, if materials removed by LACMTA are not reused and are not desired by Utility, such materials shall become the property of LACMTA.
- (b) Salvaged materials which are removed by Utility and not reused in a Rearrangement shall be retained by Utility.
- (c) LACMTA shall receive a credit or payment, as provided in Section 6.3 (Reimbursements and Credits to LACMTA), for salvage, storage and transporting of such materials described herein which are retained by Utility.

6.2 Reimbursements to Utility

- (a) Except with respect to Betterments and Rearrangements performed by Utility pursuant to a franchise agreement, and without prejudice to Section 3.5(d) (Utility Standards), LACMTA will reimburse Utility for Costs incurred for work performed by Utility or the Utility Contractors under a Work Order in accordance with the terms of this Agreement and the applicable Work Order provided that:
 - (i) LACMTA's obligation to reimburse Utility for Costs is subject to the limitations established under Applicable Law and under the terms of this Agreement, including the limitations established in Section 3.1(c)(ii) (Design Responsibilities), Section 3.5(d) (Utility Standards), this ARTICLE 6 and ARTICLE 7 (Billings);
 - (ii) the Parties acknowledge that pursuant to Applicable Law, LACMTA is responsible for performing or for reimbursing Utility's actual cost to perform Rearrangements in a manner that maintains the functioning of the applicable Utility Facility at its previous level of service; and
 - (iii) where a Subject Transportation Project is federalized (use of federal funds on the Rearrangement as notified by LACMTA to Utility in accordance with Section 2.6 (Governmental and Lender Requirements)), reimbursements to Utility will, in addition to the terms of this Agreement, be subject to Applicable Law at the federal level.
- (b) Where LACMTA and Utility agree that the Construction of a Subject Transportation Project will eliminate the service need for a specific Conflicting Facility and the Rearrangement to be performed under the applicable Work Order is to be limited to the removal or elimination of the Conflicting Facility, LACMTA will only be responsible for any Costs incurred in Abandonment of such Conflicting Facility by Utility.
- (c) LACMTA will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any Utility Facility, including but not limited to, any Hazardous Substances, unless LACMTA or any LACMTA Contractor caused the environmental hazard through its actions.

6.3 Reimbursements and Credits to LACMTA

- (a) LACMTA shall receive a credit against work performed by Utility under this Agreement at LACMTA's expense for salvage, Betterments and Expired Service Life Value of Utility. The amount of credits shall be determined in accordance with this Section 6.3. All credits pertaining to a particular Rearrangement or other item of work hereunder shall be reflected on the applicable invoice(s) submitted by Utility.
- (b) Where LACMTA performs work under this Agreement, LACMTA shall receive compensation from Utility (by credit or payments in accordance with this Section 6.3) for salvage and Expired Service Life Value of Utility Facilities as applicable, as well as for costs incurred by LACMTA for Betterments, and for any other costs incurred by LACMTA that are Utility's responsibility pursuant to this Agreement. The amount of compensation shall be determined in accordance with this Section 6.3. To the extent possible, LACMTA may take such compensation in the form of credits against amounts owed by LACMTA to Utility in connection with the Rearrangement for which the compensation is owed. LACMTA shall invoice Utility for any remaining amounts due in accordance with Section 7.2 (Procedures for LACMTA Billings to Utility), and Utility shall make payments to LACMTA in accordance with Section 7.1 (Procedures for Utility Billings to LACMTA).
- (c) For purposes of determining the amounts due from Utility to LACMTA (as a credit or payment) pursuant to this Section 6.3, the term "cost" shall mean all actual, allowable and reasonable direct and indirect costs incurred by LACMTA and attributable to activity or work performed or materials acquired in performing a task pursuant to this Agreement. Subject to the foregoing, direct costs shall

include allowable direct labor, equipment and materials costs spent specifically for work performed under this Agreement, and shall include but not be limited to those associated with Design, project review, construction management, permit fees, inspection, processing, remediation plan development and implementation, real property acquisition and contract administration. Indirect costs shall include administrative and overhead costs at the rate therefore established by LACMTA from time to time. LACMTA shall maintain its standard forms of records showing actual time expended and costs incurred.

- (d) The amount of credits or payments, as applicable, due to LACMTA for salvage and Expired Service Life Value shall be determined by agreement based upon Utility's applicable books, records, documents and other data. In addition, LACMTA and Utility may conduct an inspection survey and/or inventory of a Conflicting Facility during the Design Development process. Pursuant to a Work Order authorized under to Section 2.2 (Work Orders), Utility shall provide LACMTA, to the extent such exist and are known and available, with drawings, plans or other records necessary to conduct such survey or inventory pursuant. Surveys shall describe the physical attributes of the Conflicting Facility such as number, length, diameter, dimensions, and type of material. The survey shall further describe, for each Conflicting Facility, the date of construction or installation; the present condition; the expected service life of each Conflicting Facility as derived from Utility's records; and whether materials contained therein are salvageable. The results of such survey shall also be applied in the determination of Betterments, as necessary.
- (e) As applicable, credit shall be allowed or Utility shall pay for salvage for items of materials and equipment recovered from the Conflicting Facility in the performance of Rearrangement work which are subsequently retained by Utility in accordance with Section 6.1(b) (Disposition of Salvaged Materials). The amount of a salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by agreement of the Parties, plus storage and transportation costs of such materials salvaged for Utility's use.
- (f) As applicable, credit shall be allowed or Utility shall pay for Betterments in accordance with this Section 6.3. The amount of a Betterment payment, if any, shall be the estimated cost of the Replacement Facility, less the estimated cost of the Conflicting Facility. The amount of Betterment credit, if any, shall be a fixed amount determined by the Parties during Design Development based upon estimates provided by Utility and agreed to by LACMTA under a Utility Betterment Request.
- (g) LACMTA shall receive a credit for the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the period which the existing Conflicting Facility would have had, had it remained in service and the Rearrangement not been made. For purposes of this Agreement, "Expired Service Life Value" shall mean the depreciated value of the Conflicting Facility as determined by Utility utilizing its standard depreciation calculation. The amount of credit or payment for Expired Service Life Value shall be calculated prior to the commencement of the applicable Rearrangement work and documented in the applicable Work Order.
- (h) Where a Replacement Facility falls within the public right-of-way, above or below grade:
 - (i) Utility and LACMTA shall apply the Utility Service Life Credits (calculated from the Expired Service Life Value) to attribute the cost share of the new Utility Rearrangement total cost;
 - (ii) the calculation to determine the cost share attributable to Utility and LACMTA shall be based on the following table:

Percentage of Service Life	LACMTA's Share	Utility's Share
50%	100%	0%

Percentage of Service Life	LACMTA's Share	Utility's Share
60%	90%	10%
70%	80%	20%
80%	70%	30%
90%	60%	40%
100%	50%	50%

; and

- (iii) Utility shall make progress payments based on the proportion cost share of Replacement Facility or LACMTA may elect to offset the Utility cost share from the amounts owed by LACMTA to Utility for other activities in progress on the same Work Order. If LACMTA elects to advance funds during the Design phase, the cost share for construction progress payment by Utility will be adjusted accordingly to arrive to the calculated cost share. Similarly, if LACMTA elects to fund the Construction phase with LACMTA funds, then Utility is anticipated to provide a one-time up-front payment based on its proportionate share of cost prior to the award of the Rearrangement construction contract or Work Order.
- (i) Where a Replacement Facility falls within a LACMTA-owned Project Right-of-Way, Service Life Credit cost sharing does not apply.

ARTICLE 7. BILLINGS

7.1 Procedures for Utility Billings to LACMTA

- (a) Utility shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by Utility under a Work Order:
 - (i) Utility shall commence its monthly billing (in an electronic format where possible) within no more than 30 days following the commencement of work under a specific Work Order and shall bill monthly thereafter;
 - (ii) each billing shall: (A) be addressed to the LACMTA Representative; (B) include a "Project Labor Report" identifying by task both Utility staff (and applicable Utility Contractor) hours charged for administrative, Design, inspection and management services and Utility direct field labor; (C) specify all Costs incurred for that billing period including copies of invoices and other supporting Cost data; (D) reflect any applicable credits due to LACMTA under this Agreement with respect to the Subject Transportation Project applicable to the Work Order under which the billing is being submitted; (E) be noted as either "in-progress" or "final"; (F) include a certification that the Costs identified in such billing were appropriate and necessary to performance of the work under the Work Order and have not previously been billed or paid; and (G) include a monthly progress billing report prepared by the Utility lead project manager including a narrative description of the work for the prior billing period with a statement on work progress, schedule deviations, cost to complete, subcontractor utilization, DBE usage if any, and, where applicable, a statement on adherence to federal requirements. If requested by LACMTA, Utility shall provide a full description of any labor charges during the billing period that were not identified in the Project Labor Report;
 - (iii) the final billing, with a notation that all work covered by a given Work Order has been performed, shall be submitted to LACMTA within 90 days after completion of the work under

the applicable Work Order, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and

- (iv) after the expiration of the 90 day period described in Section 7.1(a)(iii) (Procedures for Utility Billings to LACMTA), LACMTA may Notify Utility in writing that the 90 day closing billing period has expired, and upon Utility's receipt of such Notice from LACMTA, Utility shall have 30 days to submit its final invoice.
- (b) Utility agrees to retain, or cause to be retained, for inspection and audit by LACMTA or other governmental auditors for the period required pursuant to Section 7.4 (Inspection and Audit), all records and accounts relating to the work performed by Utility under this Agreement and shall maintain separate records and accounts for each Work Order including signed individual labor time sheets clearly identifying of the Work Order number and the Subject Transportation Project title; provided, however, that if any actions brought under the dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes) have not been finally resolved by such deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

7.2 Procedures for LACMTA Billings to Utility

- (a) Where LACMTA is due a payment under the terms of this Agreement, LACMTA shall submit regular progress billings to Utility, which shall: (i) specify costs incurred for that billing period; (ii) bear the Subject Transportation Project name and any related Work Order number; (iii) be supported by copies of data that support the costs incurred; and (iv) be addressed to the Utility Representative. Each billing shall be noted as either progress or final billing and shall include a certification that the charges identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid. The final billing, with a notation that all applicable work has been performed, shall be submitted to Utility as soon as practicable, but no later than 90 days following the completion of the work, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the costs identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid. After the expiration of the 90-day period described above, Utility may Notify LACMTA that the 90-day closing billing period has expired, and upon LACMTA's receipt of such Notice from Utility, LACMTA shall have 30 days to submit its final invoice.
- (b) LACMTA agrees to retain, or cause to be retained, for inspection and audit by Utility or other governmental auditors for the period required pursuant to Section 7.4 (Inspection and Audit), all records and accounts relating to all work performed by LACMTA for Utility under this Agreement; provided, however, that if any actions brought under the dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes) have not been finally resolved by the foregoing deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

7.3 Payment of Billings

Payment of each bill properly submitted pursuant to Sections 7.1 (Procedures for Utility Billings to LACMTA) or 7.2 (Procedures for LACMTA Billings to Utility) shall be due within 60 days of receipt, provided that:

- (a) all such payments shall be conditional, subject to post-audit adjustments;

- (b) final payment for each Rearrangement shall be contingent upon final inspection (and acceptance, where applicable) of the work by the Party billed for such work, which inspection (and acceptance, where applicable) will not be unreasonably withheld or delayed; and
- (c) LACMTA may withhold payments in the amount of any credit amounts due to LACMTA if Utility has not posted such credits within 60 days after submittal of requests for the same by LACMTA.

7.4 Inspection and Audit

For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term or such later date as is required under other terms of this Agreement or under Applicable Law, each Party (and its authorized representatives) will have such rights to review and audit the other Party and its books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the Utility Standards at all times during normal business hours. Each Party shall bear its own costs and expenses in connection with undertaking any inspection and audit, and in responding to an inspection and audit. Examination of a document or record on one occasion shall not preclude further review or reexamination of such document or record on subsequent occasions. By providing any of its records to the other Party for examination, the Party providing such records represents and warrants the completeness and accuracy in all material respects of all information it or its agents provides in connection with any audit by the other Party. If an audit shows that a financial adjustment is required, the Parties will use good faith efforts to agree such adjustment. The rights granted pursuant to this Section 7.4 shall not obligate either Party to inspect or audit the other Party's records. The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains provisions acknowledging the rights of Utility or LACMTA (as applicable) under this Section 7.4.

ARTICLE 8. INDEMNITY AND INSURANCE

8.1 Indemnity

EACH PARTY SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER PARTY AND ITS RESPECTIVE OFFICERS, AGENTS, REPRESENTATIVES, AND EMPLOYEES FROM AND AGAINST ALL LIABILITIES, EXPENSES (INCLUDING LEGAL FEES AND COSTS), CLAIMS, LOSSES, SUITS, AND ACTIONS OF ANY KIND, AND FOR DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO, BODILY INJURY, DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING FROM OR CONNECTED WITH ITS PERFORMANCE UNDER THIS AGREEMENT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY IN ANY CLAIM FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES. Each Party agrees to Notify the other promptly upon receipt of any third-party claim for which a Party is entitled to indemnity under this Agreement.

8.2 Insurance

- (a) The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains:
 - (i) a provision requiring the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance naming Utility and LACMTA as additional insureds; and
 - (ii) unless otherwise mutually agreed by the Parties, the requirement for: (A) construction general contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; and \$1,000,000 in

combined single limit (CSL) in auto liability; and (B) design contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 (CSL) in auto liability; and \$1,000,000 in professional liability, if applicable to the Design contractor's scope of work.

- (b) Each Party must:
 - (i) give the other Party 30 days' Notice prior to any reduction in scope or cancellation or expiration of any insurance procured by it under this Section 8.2;
 - (ii) give the other Party 30 days' Notice prior to it agreeing to a reduction in scope or the cancellation or expiration of any insurance procured by a LACMTA Contractor or Utility Contractor (as applicable) under this Section 8.2; and
 - (iii) Notify the other Party within five days if it receives a Notice from a LACMTA Contractor or Utility Contractor (as applicable) of the expiration of any insurance procured under this Section 8.2.
- (c) Notwithstanding the foregoing, Utility shall have the option to self-insure in full satisfaction of the insurance requirements, so long as the Utility agrees to protect LACMTA, its officers and employees at the same level with respect to types of coverage and minimum limits of liability as LACMTA would have required of third party insurance, and Utility agrees that such self-insurance shall include all duties, obligations and responsibilities of an insurance company with respect to any claim made under such self-insurance program. At least 30 days prior to the implementation of any self-insurance program, Utility shall provide to LACMTA certification that Utility meets the requirements of this Section 8.2. If Utility does not self-insure in accordance with this Section 8.2(c), Utility shall itself obtain insurance complying with the requirements of Sections 8.2(a) (Insurance) and 8.2(b) (Insurance).

ARTICLE 9. RESOLUTION OF DISPUTES

9.1 Attempt to Resolve

In the event of a dispute or difference arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination ("**Dispute**"), the Parties shall make good faith efforts to resolve the Dispute through negotiation, including as set out in Section 9.3 (Resolution Processing).

9.2 Continuation of Performance

- (a) The existence and details of a Dispute notwithstanding, both Parties shall continue, without delay, their performance under this Agreement, except for any performance which LACMTA, in its sole and absolute discretion, determines should be delayed as a result of such Dispute. LACMTA shall continue to pay sums not in Dispute, during any such period of continued performance.
- (b) If Utility fails to continue its performance under this Agreement, which LACMTA in its sole and absolute discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by LACMTA as a result of Utility's failure to continue to so perform shall be borne by Utility, and Utility shall make no claim whatsoever against LACMTA for such costs. Utility shall promptly reimburse LACMTA for such LACMTA costs, as determined by LACMTA or LACMTA may deduct all such additional costs from any amounts due to Utility from LACMTA.

9.3 Resolution Processing

In the event of any Dispute between the Parties with respect to this Agreement:

- (a) Utility and LACMTA shall submit the Dispute to their respective project managers and contract administrators to resolve the Dispute;
- (b) if the project managers and contract administrators are unable to resolve the dispute within a reasonable time not to exceed five days from the date of submission of the Dispute to them, then the matter shall immediately be submitted to a representative of executive management from each of Utility and LACMTA to resolve the Dispute;
- (c) if the representatives of executive management nominated by Utility and LACMTA under Section 9.3(b) (Resolution Processing) are unable to resolve the dispute within a reasonable time not to exceed 30 days from the date of submission of the Dispute to them, then the matter shall immediately be submitted to Utility's Chief Executive Officer and to LACMTA's Chief Executive Officer, or their designees, to resolve the dispute; and
- (d) in the event that Utility's Chief Executive Officer and LACMTA's Chief Executive Officer are unable to resolve the Dispute within a reasonable time not to exceed 90 days from the date of submission of the Dispute to them, then: (i) the Parties may mutually agree to refer the Dispute to an alternative dispute resolution process; and (ii) each Party may assert its other rights and remedies provided under this Agreement and/or any rights and remedies as provided by Applicable Law.

9.4 Documentation of Disputes

All Disputes utilizing the dispute resolution procedure set out in this ARTICLE 9 shall be documented in writing by each Party and shall state the specifics of each alleged Dispute and all actions taken.

ARTICLE 10. MISCELLANEOUS

10.1 Force Majeure

No Party may bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party if a Force Majeure Event occurs and the affected Party is prevented from carrying out its obligations by that Force Majeure Event. During the continuation of any Force Majeure Event, the affected Party shall be excused from performing those of its obligations directly affected by such Force Majeure Event provided that the occurrence or continuation of any Force Majeure Event shall not excuse any Party from performing any payment obligations contemplated under this Agreement. If a Force Majeure Event occurs, Utility agrees, if requested by LACMTA pursuant to Section 2.2 (Work Orders), and if deemed possible and feasible by Utility (acting reasonably), to accelerate the performance of its obligations under this Agreement and any Work Order to mitigate any delay arising from the Force Majeure Event provided that LACMTA agrees to reimburse Utility for the incremental actual costs of such acceleration.

10.2 Approvals, Further Documents, and Actions

- (a) Any determination, acceptance, approval, consent, permission, satisfaction, agreement, waiver, authorization or any other similar action (collectively, "**Approval**") required or permitted to be given by any Party pursuant to this Agreement or any Work Order:
 - (i) must be in writing to be effective (except as otherwise specifically allowed by this Agreement); and
 - (ii) shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such

Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval.

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

10.3 Notices

- (a) Except as otherwise provided in this Agreement, all notices or communications pursuant to this Agreement shall be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy, to the following addresses (or to such other address as may from time to time be specified in writing by such person):

To Utility:

Supervisor Right of Way
6 Centerpointe Dr 5th Floor
La Palma CA, 90623-2503
Attn: Evan J. Bencic
Email address: ejbencic@marathonpetroleum.com
Phone number: (801) 366-2058

To LACMTA:

Chief Program Management Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Email: lindholmt@metro.net
Attn: Tim Lindholm

With a copy to:

Deputy Executive Officer, Third Party Administration
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Email: cervantes@metro.net
Attn: Eduardo Cervantes

County Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 24th Floor
Los Angeles, CA 90012
Email: eggerse@metro.net
Attn: Elena Eggers, Senior Deputy County Counsel

- (b) Any notice served personally shall be deemed delivered upon receipt, and any notice served by certified mail or by recognized overnight mail or courier service shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service, courier service or other person making the delivery, and any notice sent by email communication will be deemed delivered

on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to this Section 10.3). All notices (including by email communication) delivered after 5:00 p.m. PST will be deemed delivered on the first day following delivery that is not a Saturday, a Sunday, or a federal public holiday. Utility or LACMTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice given to the other Party in accordance with this Section 10.3.

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

10.4 Assignment; Successors and Assigns

A Party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party unless this Agreement expressly provides otherwise. This Agreement is binding upon and will inure to the benefit of LACMTA and Utility and their respective successors and permitted assigns.

10.5 Waiver

- (a) No waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and executed by the obligee Party.
- (b) Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other terms of this Agreement at any time will not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with every term, covenant, condition, or other provision of this Agreement, despite any course of dealing or custom of the trade (other than the waived breach or failure in accordance with the terms of such waivers).

10.6 Entire Agreement and Modification

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

10.7 Time

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

10.8 Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of LACMTA and Utility for default in performance under this Agreement or any Work Order are in addition to any other rights or remedies provided by law.

10.9 Severability

If any part of this Agreement is found to be invalid or unenforceable by a ruling or decision reached in accordance with ARTICLE 9 (Resolution of Disputes), or otherwise by a court having proper jurisdiction, such finding shall not invalidate the remaining portions hereof, but such provisions shall remain in full force and effect to the fullest extent permitted by law; provided, however, that the Parties shall immediately renegotiate, reasonably and, in good faith, the terms or provisions found to be invalid, as well as any other terms and provisions as necessary to achieve as nearly as possible the Parties' original contractual intent.

10.10 Counterparts

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

10.11 Limitation on Third Party Beneficiaries

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

10.12 Survival

The representations, warranties, indemnities, waivers and dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes), all payment obligations hereunder incurred prior to termination of this Agreement, and all other provisions that by their inherent nature should survive termination of this Agreement, shall survive the termination of this Agreement for any reason whatsoever, and shall remain in effect unless and until terminated or modified in writing by mutual agreement.

10.13 Confidential Information

It may be necessary or advisable for LACMTA to share confidential information with Utility to carry out the objectives of this Agreement for a particular Subject Transportation Project. In connection with such sharing of confidential information, the Parties shall enter into a Non-Disclosure Agreement in the form attached as Part B of Exhibit 3 (*Forms*) to preserve the confidentiality of such information. A separate Non-Disclosure Agreement shall be entered into for each Transportation Project as applicable.

ARTICLE 11. DEFINITIONS AND INTERPRETATION**11.1 Definitions**

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings given in this Section 11.1.

"Abandonment" means the permanent termination of service of an existing Utility Facility (or a portion of it) and, if the Utility Facility (or portion of it) is not being removed from its existing location, the work necessary to permit such abandoned Utility Facility to remain in place in accordance with Applicable Law. **"Abandoned"** shall be construed accordingly.

"Adjacent Work" means any removal, demolition, repair, restoration, relocation or reconstruction of existing Utility Facilities and/or construction of new Utility Facilities and/or other physical works by Utility or a Utility Contractor that is performed or to be performed within, or within 100 feet of, a Project Right-of-Way or Construction of a Rearrangement; or the performance of which is otherwise reasonably likely to conflict with the Design, Construction, operation or maintenance of a Subject Transportation Project.

"Advanced Conceptual Engineering" or "ACE" means the phase of the Design process that advances the Subject Transportation Project's scope from a conceptual state to a level of schematic design that describes the project technical and architectural approach in order to address environmental and community impacts, significant interfaces and operational characteristics to support environmental approvals. The plan percentage complete ranges generally from the initiation of Design (0%) to 15%.

"Advanced Partial Design Unit" means a portion of the Design for a Rearrangement, submitted to the Reviewing Party for review and approval prior to Submittal of a fully integrated Design for the Rearrangement in accordance with the terms of this Agreement and which enables Construction to begin on a portion of a Rearrangement before the Final Design for the applicable Rearrangement in full is complete.

"AFC Design" means, with respect to a Rearrangement, the Final Design for the Rearrangement that is approved for Construction and that otherwise satisfies all of the other conditions under Section 5 (No Commencement of Construction Work) of Exhibit 1 (Submittal Review Procedure).

"Agreement" means this agreement and any schedules, exhibits, attachments and annexures to it.

"Applicable Contractor" means a LACMTA Contractor or a Utility Contractor, as the context requires.

"Applicable Law" means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the Subject Transportation Project, Rearrangements, any work performed under this Agreement or any relevant person, whether taking effect before or after the date of this Agreement. "Applicable Law" excludes Governmental Approvals, customs, duties and tariffs.

"Approval" is defined in Section 10.2(a) (Approvals, Further Documents, and Actions).

"Archaeological Remains" means any antiquities, fossils, coins, articles of value, precious minerals, cultural artifacts, human burial sites, paleontological and human remains, articles of scientific interest and other similar remains of archaeological, paleontological or scientific interest discovered in any part of the Project Site.

"Basis of Design" means the basis of design defined by LACMTA in the Work Order for Design, Design Support and/or other Design-related activities for a Rearrangement which shall, depending on the contracting mechanism adopted by LACMTA for the Subject Transportation Project, be:

- (a) the scope, criteria, specifications and requirements that form the basis of the applicable request for proposal issued by LACMTA for the part of the Subject Transportation Project scope of work that includes or necessitates the Rearrangement; or
- (b) such other level of Design Development agreed to in the applicable Work Order.

"Betterment" means work performed in connection with any Rearrangement or as part of a Rearrangement:

- (a) comprising an upgrade, change or addition to a Utility Facility (or a part of a Utility Facility) requested by Utility that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that Utility Facility over that which was provided by the Utility Facility prior to the Rearrangement; or
- (b) for which the Utility Standards applicable to that Rearrangement are changed or added to after the establishment of the Basis of Design for that Rearrangement,

provided that the term "Betterment" shall exclude:

- (i) an upgrade, which the Parties agree, will be of direct and principal benefit to the construction, operation and/or maintenance of the Subject Transportation Project;
- (ii) an upgrade resulting from Design or Construction in accordance with the applicable Utility Standards as set out in Section 3.5 (Utility Standards) and any changes or additions to those

Utility Standards notified to LACMTA prior to the establishment of the Basis of Design for the Rearrangement and that have not been adopted by Utility in breach of Section 3.5(b) (Utility Standards);

- (iii) measures to mitigate environmental impacts identified in the Subject Transportation Project's final environmental impact report or statement and any supplemental environmental reports for the Subject Transportation Project;
- (iv) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size; or
- (v) an upgrade that is the consequence of changes made by LACMTA or a LACMTA Contractor after the establishment of the applicable Basis of Design for the Subject Transportation Project.

"Compliance Comment" means a comment on, objection to, or the withholding of approval to a Submittal on the basis of one or more of the following:

- (a) the Design or Construction work that is the subject of the Submittal fails to comply with (or is reasonably likely to fail to comply if implemented in accordance with the Submittal) any applicable covenant, condition, requirement, term or provision of this Agreement; or
- (b) not all content required with respect to the Submittal has been provided.

"Conflicting Facility" means an existing Utility Facility, or a portion of it, which the Parties determine requires Rearrangement in order to construct, operate or maintain a Subject Transportation Project including as a result of:

- (a) a physical conflict between the Subject Transportation Project (including its construction, operation, maintenance or use) and the Utility Facility; and/or
- (b) even where there is no physical conflict, an incompatibility between the Subject Transportation Project as designed and the Utility Facility based on the requirements of Utility Standards, LACMTA's applicable standards, and/or Applicable Law.

"Construction" means all construction activities necessary to complete the Subject Transportation Project including any Rearrangements and the procurement, installation, inspection, and testing of new facilities including temporary and permanent materials, equipment, systems, software, and any components of such permanent materials, systems, and software. **"Construct"** shall be construed accordingly.

"Cost" means all eligible direct and indirect costs actually incurred for activities or work performed or materials acquired by Utility or a Utility Contractor in accordance with the terms of this Agreement, less (in respect of Utility) credits to LACMTA as provided in Section 6.3 (Reimbursements and Credits to LACMTA) where:

- (a) eligible direct costs include allowable direct labor costs, equipment and materials costs, and storage and transportation costs of materials salvaged for Utility's use in performing the applicable work;
- (b) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for Utility by its cognizant agency, and as noted on the Form 60, for allocation to federally funded or state funded contracts; and
- (c) unless the Internal Revenue Service and the CPUC issue regulations or rulings to the contrary, the eligible direct and indirect costs shall not include taxes purportedly arising or resulting from LACMTA's payments to Utility under this Agreement.

"County" means the County of Los Angeles, California.

"CPUC" means the California Public Utilities Commission.

"Days" or **"days"** means, unless otherwise stated, calendar days.

"Design" means all activities related to the design, redesign, engineering or architecture of any Construction work.

"Design Development" means the phase of the Design process that occurs after Advanced Conceptual Engineering and that develops, on a progressive basis, a clear indication of the design solutions for the applicable requirements and the major features of the architectural and structural design and third-party interfaces that are intended to form the basis for the Final Design.

"Design Documentation" means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records and Submittals necessary for, or related to, the Design of the Rearrangements. "Design Document" shall be construed accordingly.

"Design Support" means Design support to assist LACMTA and the LACMTA Contractors to identify Conflicting Facilities and progress Design Development and preparation of a Final Design for Rearrangements including by:

- (a) identifying potential conflicts and impacts including Utility Facilities in which service must be maintained without interruption, Utility Facilities in which service may be permanently Abandoned, Utility Facilities which may be temporarily Abandoned and the maximum allowable duration of such temporary Abandonment;
- (b) estimating duration of street closures or restrictions necessary to construct Rearrangements of Utility Facilities; and
- (c) conducting exhaustive research to locate all: (i) as-built plans including site specific schematics, maps, legal description of land, prior physical work logs, soils and hazardous substance data if any, and other available or related data; (ii) prior agreements including franchise, license, and other agreements with railroads, LACMTA, local agencies or other third parties; and (iii) any other Utility-specific or proprietary design details relevant to the identification of Conflicting Facilities and Design Development and preparation of a Final Design for Rearrangements.

"Dispute" is defined in Section 9.1 (Attempt to Resolve).

"Effective Date" means the date stated as such on the first page of this Agreement, which shall be the date when this Agreement has been fully executed on behalf of LACMTA and Utility.

"EIS/EIR" means any Environmental Impact Report and/or Environmental Impact Statement for a Subject Transportation Project completed pursuant to the California Environmental Quality Act and/or National Environmental Policy Act (as applicable).

"Environmental Law" means all Applicable Laws, regulations, codes, and common law applicable to LACMTA or to the work under this Agreement, now or hereafter in effect relating to pollution control, remediation, hazardous or contaminated substances, resource conservation and management, protection of public health, public welfare, and the environment.

"Expired Service Life Value" is defined in Section 6.3(g) (Reimbursements and Credits to LACMTA).

"Final Design" means the phase of the Design process which provides the detailed design for all temporary and permanent project facilities and addresses and resolves all Design review Compliance Comments and finalizes all engineering, architectural and systems designs necessary for Construction. It ends with an approved-for-construction plan status and with the Design being signed and sealed by the 'Engineer of Record'.

"Final Design Document" means, with respect to a Rearrangement (or an element of a Rearrangement), the complete (to 100%) final Construction drawings, including plans, profiles, cross-sections notes, elevations, typical sections, details and diagrams, Design criteria, specifications, reports, studies, calculations, electronic files, records, and Submittals for the Rearrangement (or the element of the Rearrangement).

"Force Majeure Event" means the occurrence of any of the following events after the date of this Agreement that directly causes either Party (the "affected Party") to be unable to comply with all or a material part of its obligations under this Agreement:

- (a) war, civil war, invasion, violent act of foreign enemy or armed conflict or any act of terrorism;
- (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by affected Party;
- (c) ionizing radiation unless the source or cause of the ionizing radiation is brought to or near the Project Site by the affected Party;
- (d) any fire, explosion, unusually adverse weather, flood or earthquakes;
- (e) any named windstorm and ensuing storm surges, including the direct action of wind originating from a named windstorm;
- (f) any riot or civil commotion;
- (g) any blockade or embargo;
- (h) government declared epidemic, pandemic or quarantine; or
- (i) any official or unofficial strike, lockout, go-slow or other dispute, generally affecting the construction industry or a significant sector of it,

except, in each case, to the extent attributable to any breach of this Agreement or Applicable Law by, or any negligent act or negligent omission of, the affected Party.

"Form 60" means Form 60 (Professional Services Cost/Price Summary) in the form attached as Part A of Exhibit 3 (Forms).

"Governmental Approval" means any approval, authorization, certification, consent, license, permit, registration or ruling, issued by any Governmental Entity required to carry out the Rearrangements, the Subject Transportation Project or any other work to be performed under the terms of this Agreement.

"Governmental Entity" means any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity (including the California Department of Transportation, CPUC and United States Army Corps of Engineers) other than LACMTA.

"Hazardous Substance" is defined in Section 4.8 (Hazardous Substances and Archaeological Remains).

"LACMTA" is defined in the Preamble.

"LACMTA Contract" means any contract, subcontract or other form of agreement between LACMTA and a LACMTA Contractor or between a LACMTA Contractor and its lower tier subcontractor.

"LACMTA Contractor" means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by LACMTA to carry out works with respect to a Subject Transportation Project, any Rearrangement or otherwise contemplated under the terms of this Agreement and any other person with whom any LACMTA Contractor has further subcontracted part of such works (other than Utility and Utility Contractors).

"LACMTA Notice of Potential Betterment" means a notice from LACMTA to the Utility notifying the Utility of a potential Betterment in accordance with ARTICLE 5 (Betterments) and in the form set out in Part D of Exhibit 3 (Forms).

"LACMTA Representative" is defined in Section 2.1(a) (Governance).

"Non-conforming Work" means Design work or Construction work not in accordance with the requirements of this Agreement.

"Notice" means any communication under this Agreement including any notice, consent, approval, request, and demand and **"Notify"** shall be construed accordingly.

"Package" means, with respect to a Subject Transportation Project, each package of Design Documentation submitted by a Submitting Party in accordance with this Agreement.

"Planning Phase" means, with respect to a Subject Transportation Project, the phase in which LACMTA carries out activities related to the planning and environmental clearance of the relevant Subject Transportation Project including, but not limited to:

- (a) conducting alternative analysis and feasibility studies;
- (b) preparing the draft and final environmental impact reports/statements required by Applicable Law;
- (c) preparation of Advanced Conceptual Engineering;
- (d) seeking LACMTA board approval of the locally preferred alternative;
- (e) seeking certification of the final EIR by the LACMTA board;
- (f) activities related to FTA issuance of the record of decision; and
- (g) preparation of the mitigation monitoring and reporting plan.

"Project Labor Report" is defined in Section 7.1(a)(ii) (Procedures for Utility Billings to LACMTA).

"Project Right-of-Way" means the permanent right-of-way for a Subject Transportation Project as Notified to Utility by LACMTA and compliant with that Subject Transportation Project's final environmental impact report or statement and any supplemental environmental reports for the Subject Transportation Project or, if the final environmental reports have not yet been obtained, the anticipated permanent right-of-way as Notified to Utility by LACMTA.

"Project Site" means, with respect to a Subject Transportation Project, collectively, the Project Right-of-Way and each temporary construction easement for the Subject Transportation Project, as Notified to Utility.

"Protection-in-Place" means any activity undertaken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, avoidance of a Utility Facility's location by construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers. "Protected-in-Place" will be construed accordingly.

"Rearrangement" means, with respect to a Subject Transportation Project, the work of:

- (a) removal (including Abandonment), replacement, restoration, alteration, reconstruction, support (including Protection-in-Place), or relocation of all or a portion of a Conflicting Facility, whether permanent or temporary, which:
 - (i) LACMTA determines in its sole discretion is necessary in order for the Subject Transportation Project to comply with Applicable Law; or
 - (ii) LACMTA and Utility mutually agree is necessary in order to Construct, operate, or maintain the Subject Transportation Project; or
- (b) the installation of new and required Utility Facilities which:
 - (i) LACMTA determines in its sole discretion is necessary in order for the Subject Transportation Project to comply with Applicable Law; or
 - (ii) LACMTA and Utility mutually agree is necessary as a result of the impact of the Construction, operation or maintenance of the Subject Transportation Project.

"Remedial Action" is defined in Section 4.8(d) (Hazardous Substances and Archaeological Remains).

"Replacement Facility" means a Utility Facility that may be constructed or provided under the terms of this Agreement as a consequence of a Rearrangement of a Utility Facility or a portion thereof.

"Reviewing Party" means, the Party responsible for reviewing and approving Submittals submitted by the Submitting Party.

"Service Life" means the total useful life of a Utility Facility in years after it is first constructed and functional for the intended service or conveyance.

"Service Life Credits" means the remaining unused portion of a Utility Facility's Service Life, converted to cost or dollars, for the purpose of calculating the proportional share of cost between LACMTA and Utility where applicable.

"SSPWC" means Standard Specifications for Public Works Construction.

"Subject Transportation Project" when referenced generally, means a Transportation Project involving a Rearrangement as listed in Recital B or identified in accordance with Section 1.1(e) (Scope of the Agreement) or anticipated to involve a Rearrangement (as the context requires); or when referenced in connection with a particular Rearrangement, means the Transportation Project which necessitates such Rearrangement; provided, however, that if LACMTA enters into more than one LACMTA Contract for Construction of a particular Transportation Project, then where the context so requires, the term "Subject Transportation Project" shall refer to that portion of such Transportation Project which is being Constructed by a particular LACMTA Contractor and which necessitates such Rearrangement.

"Submittal" means, with respect to a Subject Transportation Project:

- (a) Design Documentation for a Rearrangement performed as part of that Subject Transportation Project (other than any Design Documentation for which a Party is responsible); and
- (b) any other documents which a Party must submit to the other Party with respect to that Subject Transportation Project in accordance with this Agreement.

"Submitting Party" means, the Party responsible for preparing and submitting a Submittal to a Reviewing Party for review and approval which may include a contractor, consultant, tradesperson, supplier, private developer, employee, or member of staff.

"Submittal Review Period" means, for each Submittal, a period of 14 days from the date of delivery of the Submittal under the provisions of this Agreement (including Section 10.2 (Approvals; Further Documents and Actions)) or as the Parties may agree under the applicable Work Order.

"Temporary Facility" means a facility constructed for the purpose of ensuring continued service while a Utility Facility is taken out of full or partial service as part of any Rearrangement work, but which will be removed, relocated or restored to its original condition after such work is complete.

"Transportation Project" means a project undertaken by or at the direction of LACMTA pursuant to its authority under Applicable Law to design, construct, operate and/or maintain light rail, heavy rail (including subway), busway, tram, highway, high occupancy toll (HOT) lanes (including Express Lanes/Fastrak, etc.), bike path, active transportation or other forms of transportation or mobility systems, and includes either a new transportation or mobility system or a project to modify, alter, extend or maintain an existing Transportation Project and **"Transportation Project"** shall mean any one of such projects. LACMTA has sole discretion in the interpretation of its authority under Applicable Law.

"Utility" is defined in the Preamble.

"Utility Betterment Request" means a Notice from Utility to LACMTA requesting a Betterment in accordance with ARTICLE 5 (Betterments) and in the form set out in Part C of Exhibit 3 (Forms).

"Utility Contract" means any contract, subcontract or other form of agreement between Utility and a Utility Contractor or between a Utility Contractor and its lower tier subcontractor.

"Utility Contractor" means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by Utility to carry out Design, Construction or other work with respect to any Rearrangement or otherwise contemplated under the terms of this Agreement and any other person with whom any Utility Contractor has further subcontracted part of such works.

"Utility Facility" or "Utility Facilities" means any line, facility or system:

- (a) under the ownership or operating jurisdiction of Utility;
- (b) impacted by the construction, operation and/or maintenance of a Transportation Project; and
- (c) used for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste or other similar public utilities, including wires, cables, poles, cross-arms, anchors, guys, fixtures, vaults, conduits, duct banks, vents, fittings, pipelines and manholes together with any and all necessary appurtenances but excluding any buildings of Utility or other facilities or property of Utility, whether or not devoted to public use, not used for transmitting or distributing a public utility or not impacted by the construction, operation and/or maintenance of a Transportation Project.

"Utility Representative" is defined in Section 2.1(a) (Governance).

"Utility Standards" means Utility's written design and safety standards applicable to the Design of a Rearrangement, as notified to and agreed to by LACMTA in accordance with the terms of this Agreement.

"Work Order" means a work request submitted by LACMTA to Utility authorizing the performance of any work associated with a Subject Transportation Project and the associated purchase of required materials.

11.2 Construction and Interpretation

- (a) In this Agreement unless otherwise expressly stated:
- (i) headings are for convenience only and do not affect interpretation;
 - (ii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement, or such other agreement, instrument, or document as amended or supplemented from time to time;
 - (iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);
 - (iv) subject to Section 11.2(a)(v) (*Construction and Interpretation*), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;
 - (v) reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);
 - (vi) a reference to a person includes such person's permitted successors and assigns;
 - (vii) a reference to a singular word includes the plural and vice versa (as the context may require) and the masculine, feminine and neuter genders shall each be deemed to include the other or others whenever the context so indicates;
 - (viii) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively and the word "or" is not exclusive;
 - (ix) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any unreasonable delay and "shall" when stated is to be considered mandatory;
 - (x) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including";
 - (xi) all determinations, consents, waivers, or approvals of a Party under this Agreement must not be unreasonably withheld, conditioned, or delayed; and
 - (xii) all Notices, "notices", "requests", requirements to "Notify" or "notify", and other communication between the Parties are required to be in writing, and all references to Notices, "notices", "requests", "Notify", "notify", and other communications, by whatever term used shall be deemed to be followed by the words "in writing" or preceded by the word "written" and delivered in accordance with Section 10.3 (*Notices*).

- (b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

EXECUTION VERSION

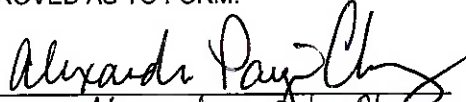
[AGREEMENT SIGNATURES APPEAR BELOW]

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

UTILITY: TESORO SOCAL PIPELINE COMPANY LLC

By (Signature): 
Print Name: Evan Bencic
Print Title: Authorized Signatory
Date Signed: March 13, 2025

APPROVED AS TO FORM:

By: 
Print Name: Alexander Paig Chen
Print Title: Authorized Signatory
Date: March 22, 2025

AMB
Approved as to Form

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION:

By (Signature): _____
Print Name: Stephanie Wiggins
Print Title: Chief Executive Officer
Date Signed: _____

APPROVED AS TO FORM:

By: _____
Print Name: _____
Print Title: _____
Date: _____

EXHIBIT 1

Submittal Review Procedure

The procedures set out in this Exhibit 1 will govern all Submittals under this Agreement.

Part A – Submittal and Review Procedure

1. PREPARATION AND SUBMISSION OF SUBMITTALS

1.1 General

- (a) A Submitting Party shall prepare and submit all Submittals to the Reviewing Party at the times and in the form required under this Agreement and, in the case of the Design Documentation, in accordance with the requirements set out under Section 1.2 below.
- (b) The Reviewing Party shall ensure that any individual undertaking Design review on the Reviewing Party's behalf under this Agreement has the appropriate qualifications, capability and experience to perform the review including, where applicable to a Rearrangement or the Subject Transportation Project, prior experience and expertise in the Design standards that may apply.

1.2 Preparation and Submission of Design Documentation

Each party shall, and will ensure that its contractor shall:

- (a) ensure that the Design Documentation is consistent with the level of detail required for that level of Design development, and unless otherwise agreed by the Parties;
- (b) ensure that the Design Documentation submitted for the Final Design is of a level of detail which is sufficient to permit the Reviewing Party to determine whether the Design Documentation complies with the Applicable Law or applicable standards in accordance with this Agreement;
- (c) ensure that each submission of Design Documentation highlights any material amendments made since any earlier Submittal of that Design Documentation;
- (d) where the Final Design documents for an Advanced Partial Design Unit are submitted for review at the Final Design stage and the other Party proposes to begin Construction of that Advanced Partial Design Unit prior to the Reviewing Party's review and approval of the Final Design documents for the Rearrangement in full, ensure that the Submittal for the Advanced Partial Design Unit includes supporting reports to verify that the Advanced Partial Design Unit work may proceed without impact to the Design of the Rearrangement as a whole. This shall include supporting information including:
 - (i) the limits of work (with stationing and references to the plan sheets of each adjacent design unit);
 - (ii) the plan sheets of each adjacent Advanced Partial Design Unit, if applicable;
 - (iii) that the Design Documentation for the Advanced Partial Design Unit includes plans for all proposed Rearrangements of street, sanitary sewer, storm drain, trees and landscaping, traffic control, traffic signing and striping, traffic signal, street lighting, and composite utility adjustments;
 - (iv) that existing field conditions have been properly identified and are being addressed; and

- (v) that coordination has occurred within the Design disciplines so as to eliminate or minimize any possible inconsistency with the Final Design documents for the applicable Rearrangement in full.

A Submitting Party must resolve all comments from the Reviewing Party related to the Advanced Partial Design Unit received at preceding stages of Design Development prior to submission of that Advanced Partial Design Unit for review at Final Design. A Reviewing Party may reject any Advanced Partial Design Unit where the above documentation does not demonstrate that the Advanced Partial Design Unit work may proceed without impact to the design of the Rearrangement as a whole.

2. REVIEW PROCEDURE

- 2.1 A Party may invite the other Party (or its contractor) to attend a pre-submittal workshop where Design Documentation for a Rearrangement is to be presented for the Parties to identify any information that may be missing from the Submittal. The Party convening the pre-submittal workshop will make reasonable endeavors to provide a copy of the Design Documentation for a cursory review at least five days prior to the pre-submittal workshop.
- 2.2 Within three days of delivery of a Submittal, the Reviewing Party shall inform the Submitting Party of any missing information based on a review of the Submittal against: (a) subject to Section 3.5 (Utility Standards) of the Agreement, the standards applicable to the Subject Transportation Project; and (b) the scope, criteria, specifications, and requirements for the applicable Rearrangements. When informing the Submitting Party of an incomplete Submittal, the Reviewing Party shall fully describe the missing information, including by reference to the standard and/or criteria, specification, or requirement.
- 2.3 If a Reviewing Party informs the Submitting Party that a Submittal is incomplete in accordance with Section 2.2 above, the Submitting Party shall re-submit a complete Submittal for review. If the Reviewing Party is reasonably able to commence its review notwithstanding the missing information, the Parties may agree that the Reviewing Party will continue with its review of the Submittal. If the Reviewing Party does not deliver a Notice of incomplete information within seven days of delivery of a Submittal, the Submittal shall be deemed complete and acceptable for review purposes.
- 2.4 For those Submittals submitted for review but not for formal approval (including, Design Documentation submitted for those stages of Design Development review that precede the Final Design), the Reviewing Party shall complete its review and issue its comments to the Submitting Party within the Submittal Review Period. For those Submittals that have been designated as requiring review and approval under this Agreement (including, submission of a Final Design Document for approval), the Reviewing Party shall complete its review, issue its comments, and confirm its approval or rejection, within the Submittal Review Period.
- 2.5 All Compliance Comments shall be transmitted in the form of a comment matrix or, if mutually agreed to, through another equivalent format or database, and if applicable, shall be accompanied by an annotated Submittal. Where a database is used for transmission of comments, the Reviewing Party shall provide the Submitting Party (and the relevant contractors) with user accounts and training for this purpose.
- 2.6 The Submitting Party shall consult with the Reviewing Party with respect to the Compliance Comments provided by the Reviewing Party, including in comment resolution meetings, and provide written responses and resolutions to all Compliance Comments transmitted by the Reviewing Party with respect to a Submittal prior to its re-submittal (or, in the case of Design Documentation, prior to submitting the subsequent Design Development stage submittal). In the case of Design Documentation, the Submittal shall include the comment matrix addressing the Reviewing Party's comments to the previous Design stage, if applicable.
- 2.7 Prior to the expiry of the Submittal Review Period, the Parties may agree to an extension of time for review, taking into account the size and complexity of the Submittal and the number of concurrent Submittals. If no

comments are received within the Submittal Review Period, the Submittal will be deemed complete and approved.

3. REQUESTS FOR INFORMATION

Either party may submit to the other a Request for Information or clarification. Upon delivery of any such request, the receiving Party must provide the information requested to the other Party promptly and in any case within 24 hours of delivery of the request.

4. GROUNDS FOR OBJECTION OR COMMENT

- 4.1 The Reviewing Party will only be entitled to reject a Submittal submitted for approval under this Exhibit 1 if the Submittal is incomplete, as described under Section 2.2 above, or fails to comply with the requirements set out in this Agreement, as specified in the Reviewing Party's Compliance Comments.
- 4.2 If the Reviewing Party rejects a Submittal in accordance with this Exhibit 1, the Submitting Party must address the Compliance Comments and re-submit the Submittal for review; or Notify the Receiving Party that it does not agree with the grounds for rejection and the reason it does not agree and the Parties will meet and confer to discuss the Submittal.

5. NO COMMENCEMENT OF CONSTRUCTION WORK

- 5.1 A Party shall not commence or permit the commencement of any Construction of a Rearrangement prior to the date that the Design Documentation for that Construction work has become an AFC Design. Any Final Design Document for any Rearrangement, or any element of a Rearrangement, shall only become an AFC Design when:

- (a) the Reviewing Party has approved the Final Design Document;
- (b) the Final Design Document has been signed and sealed by the Engineer of Record that is responsible for that Final Design Document;
- (c) any other conditions for the Final Design Document to be ready for Construction set out under this Agreement have been satisfied; and
- (d) the Party (or relevant contractor) has approved the Final Design Document as being ready for Construction and has re-issued the Final Design Document with the notation "Approved for Construction" accordingly.

Unless an element is clearly noted as otherwise in an AFC Design, all of the work detailed in an AFC Design will be interpreted as being approved and ready for Construction.

- 5.2 A party may submit Final Design documents for an Advanced Partial Design Unit's review at the Final Design stage, in order to seek approval to commence Construction of that portion of a Rearrangement prior to completion of the Final Design documents for the applicable Rearrangement in full. In accordance with Section 5.1 above, a Party shall not commence or permit the commencement of any Construction of the work under an Advanced Partial Design Unit prior to the date that the Design Documentation for that work has become an AFC Design. In addition to the Advanced Partial Design Unit Submittal, a Submitting Party shall furnish any additional supporting information which is reasonably requested with respect to that Advanced Partial Design Unit. Construction without prior approval and not conforming to Utility standards (as applicable to the Subject Transportation Project under Section 3.5 (Utility Standards) of this Agreement) shall be at the risk of removal and replacement by the Submitting Party. Approval of Final Design Documents for an Advanced Partial Design Unit as the AFC design for that Advanced Partial Design Unit shall not constitute approval of the Final Design Documents for the applicable Rearrangement in full. Where the Final Design

Documents for an Advanced Partial Design Unit are approved by the Reviewing Party as an AFC design, those approved Final Design Documents shall be submitted as part of the Final Design Documents for the applicable Rearrangement in full within 10 days of the commencement of Construction of the Advanced Partial Design Unit, unless the Parties agree to an alternative schedule. Failure to complete the Final Design process for the applicable Rearrangement within the foregoing time period will result in the Reviewing Party suspending the Construction work for the Advanced Partial Design Unit.

EXHIBIT 2

Inspection and Acceptance Procedure

1. INSPECTION DURING CONSTRUCTION

- 1.1 Each Party shall give the other Party at least five days' Notice prior to commencing a Rearrangement for which it is responsible to enable such other Party to make arrangements for inspection of such work.
- 1.2 Any Construction of Rearrangements performed by LACMTA (directly or through the LACMTA Contractor) under this Agreement shall be subject to inspection and final acceptance by Utility provided that any such inspection carried out by Utility shall be solely for the purposes of assessing whether the Construction work conforms with, subject to Section 3.5 (Utility Standards) of this Agreement, the Utility Standards and Section 3.2 (Design Requirements) and Section 4.2 (Construction Requirements) of this Agreement. Such inspection services shall be authorized by LACMTA under a Work Order issued in accordance with Section 2.2 (Work Orders) of this Agreement. If Utility inspection services are authorized under a Work Order, Utility shall:
- (a) provide inspectors at LACMTA's cost as needed to comply with the schedule for such inspections set out in the Work Order;
 - (b) cooperate and coordinate with the LACMTA Representative and the LACMTA Contractors to observe and inspect any Rearrangements so that upon completion of Construction, Utility will have a basis for acceptance of the work;
 - (c) ensure that all Utility inspectors submit copies of daily written inspection reports to LACMTA, each within 48 hours after such inspection; and
 - (d) remove and replace any inspector three days after LACMTA's reasonable written request.
- 1.3 Any Construction work performed by Utility or a Utility Contractor pursuant to a Work Order agreed under the terms of this Agreement shall be subject to LACMTA inspection and final acceptance.
- 1.4 If, in carrying out an inspection, a Party identifies Non-conforming Work, the Party must provide the other Party with immediate Notice with detailed reasons (and in any event, no later than 48 hours from discovery). The Party that performed the relevant work must rectify any Non-conforming Work.
- 1.5 Utility shall not have any inspection rights with respect to any structures or physical elements that are owned and maintained by LACMTA, a LACMTA Contractor, or a tenant or licensee of LACMTA.
- 1.6 Utility acknowledges and agrees that LACMTA may delegate its inspection and acceptance rights under this Exhibit 2 to an independent engineer appointed under the terms of any LACMTA Contract.

2. ACCEPTANCE PROCEDURE

- 2.1 Promptly following completion of any Rearrangement, the Party that performed the Construction shall Notify the other Party that the Rearrangement is ready for final inspection.
- 2.2 The final inspection shall be carried out within 10 days of receipt of a Notice under Section 2.1 (Acceptance Procedure) and within five days of the completion of the final inspection, the inspecting Party shall Notify the other Party of any Non-conforming Work. If no Notice is received, the relevant work will be deemed accepted by the inspecting Party.
- 2.3 Utility shall accept all Rearrangements that are in conformance with Section 3.2 (Design Requirements) and Section 4.2 (Construction Requirements) of this Agreement.

EXHIBIT 3

Forms

Part A: Form 60 (Modified for UCA)

Name of Offeror/Contractor/Utility Company (Name of Preparer):		Scope of Work/Deliverable (provide expanded description on Form 60 page 2)			
Home office address					
Division(s) and Locations where Work is to be performed		LACMTA Solicitation/Proposal/Contract Number/Work Order/Change Notice and/or Change Order Reference Number(s):			
NOTE: For proper calculations of cost elements link additional sheets to this summary page.					
1.	Direct Labor	Est. Hours	Rate Per Hour	Est. Cost	TOTAL
2.		0.00	\$0.00	\$0.00	
3.		0.00	\$0.00	\$0.00	
4.		0.00	\$0.00	\$0.00	
5.	TOTAL DIRECT LABOR HOURS	0.00	TOTAL DIRECT LABOR		\$0.00
6.	Labor Overhead (O/H)	O/H Rate	x Base	Est. Cost	
7.		0%		\$0.00	
8.	TOTAL LABOR OVERHEAD				\$0.00
9.	Direct Material	Est. Cost			
10.	a. Purchase Parts	\$0.00			
11.	b. Subcontracted items	\$0.00			
12.	c. Other	\$0.00			
13.	TOTAL DIRECT MATERIAL				\$0.00
14.	Equipment	Unit Cost	Est. Cost		
15.		\$0.00	\$0.00		
16.		\$0.00	\$0.00		
17.	TOTAL EQUIPMENT				\$0.00
18.	Subcontractors*	Est. Cost			
19.		\$0.00			
20.		\$0.00			
21.		\$0.00			
22.	TOTAL SUBCONTRACTORS				\$0.00
23.	TOTAL BURDENED COST (add lines 5, 8, 13, 17 and 22)				\$0.00
24.	Other Direct Costs	Est. Cost			
25.		\$0.00			
26.		\$0.00			
27.		\$0.00			
28.	TOTAL OTHER DIRECT COSTS				\$0.00
29.	Travel	Est. Cost			
30.	a. Transportation	\$0.00			
31.	b. Per Diem or Subsistence	\$0.00			
32.	TOTAL TRAVEL				\$0.00
33.	General and Administrative Expense	Rate %	% x Line 23		
34.		0%	\$0.00		
35.	TOTAL GENERAL AND ADMINISTRATIVE EXPENSE				\$0.00
36.	TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)				\$0.00

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37.	Profit/Fee	Total Labor and Overhead (line 5 + line 8)	Rate %	% x Total Labor and Overhead	
38.			0%	\$0.00	
39.	TOTAL FEE				\$0.00
40.	TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)				\$0.00
41.	Milestone /Task Number	Milestones/Tasks	Hours	Completion Date	Payment Amount
42.					\$0.00
43.					\$0.00
44.					\$0.00
45.	TOTAL MILESTONES/TASKS (Must equal line 40)				\$0.00
* Attach Form 60 for all proposed subcontractors performing work under Form 60 Prime Contractor where applicable. Transfer Est. Cost to this Section.					
46.	Fill in applicable sections only				
47. Has any Agency of the United States Government, State government, local public agency or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past twelve months? Yes No If yes, when? Reference Contract No.					
48.a. Agency Name/Address				48.b. Individual to contact/Telephone Number	
49. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.					
50. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.					
51. CERTIFICATE					
The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has , has not , employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has , has not , paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.					
52. CERTIFICATE OF CURRENT COST OR PRICING DATA					
This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of _____ * are accurate, complete and current as of _____					
** This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.					
53. This proposal as submitted represents our best estimates and/or actual costs as of this date.					
54. Type Name and Title of Authorized Representative				Signature	Date***
55.	* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g., Information For Bid No., Work Order No., Request for Proposal No., Change Order No., Modification No., etc.)				

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56.		** Insert the day, month and year when price negotiations were concluded, and price agreement was reached.
57.		*** Insert the day, month and year of signing (i.e., When price negotiations were concluded, and mutual agreement was reached on contract price).
Form 60 Attachments (Applicable if Box is checked)		
	Scope of Work Expanded Description for which Cost Estimate is based on:	
1		
2		
3		
4		
	Schedule in which Scope of Work is based on:	
1		
2		
3		
4		
	Track Allocation Request for Metro active rail right-of-way encroachment is anticipated per stated Scope of Work. The following information is provided in advance to facilitate final Metro TAR approval:	
1		
2		
3		
4		
FORM 60 IS SIGNED AND EXECUTED WITH THE FOLLOWING ADDITIONAL ASSUMPTIONS:		

Below, list all of Utility's Authorized Personnel (as defined in the Non-Disclosure Agreement (NDA) set out in Part B of Exhibit 3 to the Utility Cooperative Agreement (UCA)) and Affiliates with executive-level involvement and decision making, provide name, Utility, job title, and relation to Utility.

Authorized Personnel			
Name	Utility (or Affiliates)	Title	Relation to Utility

Part B: Form of LACMTA-Utility Non-Disclosure Agreement**Non-Disclosure and Confidentiality Agreement – [insert name of relevant Subject Transportation Project]**

This Non-Disclosure and Confidentiality Agreement ("**Agreement**") is made effective as _____, 20__ (the "**Effective Date**") by and between Tesoro SoCal Pipeline Company LLC ("**Utility**"), and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**"), (each a "**Party**" and collectively the "**Parties**").

RECITALS

- (A) The Parties have entered into an Utility Cooperative Agreement between Utility and LACMTA dated _____, 20__ (the "**UCA**") to agree the rights and obligations of the Parties in connection with the rearrangement of portions of Utility's facilities as may be required as part of the design, construction, operation and maintenance of LACMTA's proposed Transportation Projects.
- (B) LACMTA may share certain Information relating to [insert name of relevant Subject Transportation Project] with Utility for the limited purpose of carrying out its obligations as described in the UCA (the "**Purpose**"). As contemplated by the UCA, the Parties wish to enter into this Agreement to record their rights and obligations with respect to the Information as are necessary to preserve the confidentiality of such Information.

NOW THEREFORE, the Parties hereby agree to the following:

AGREEMENT**1. DEFINITION OF INFORMATION AND SSI**

Materials and information including indicative and draft drawings or design specifications ("**Information**") may be released by LACMTA to Utility in connection with the Purpose. All or part of the Information may be designated as Security Sensitive Information ("**SSI**") and/or confidential information or may otherwise be exempt from disclosure to the general public or other unauthorized persons as provided under 49 CFR 1520.5(a) and/or California Public Records Act (Government Code sec. 7920.000 et seq.).

2. NON-DISCLOSURE/USE OF INFORMATION

- 2.1 The terms of this Section 2 are subject to Section 5 below.
- 2.2 Utility agrees to preserve the confidentiality of the Information, and shall not use it or permit it to be accessed or used, except for the Purpose as stated in this Agreement. Utility will take all reasonable and necessary steps to protect the Information and prevent disclosure of the Information to any unauthorized person. Any disclosure of the Information that is deemed necessary in connection with the Purpose shall be in accordance with the terms and conditions of this Agreement.
- 2.3 Utility shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication to any unauthorized person.
- 2.4 Utility shall manage, store, and use Information which is disclosed in a digital or electronic format in a secure platform (including password protection, encryption, and/or utilizing cyber-secured storage that prevents use and access by any persons not authorized to use/access such Information pursuant to the terms of this Agreement). Utility agrees that it will not copy, install or load any Information onto any platform that is connected to an internal or external system network, or to the internet, unless Utility has demonstrated to the satisfaction of LACMTA that the Information is protected with appropriate security protocols that ensure the security of the Information.

- 2.5 Utility shall not disclose or cause to be disclosed any Information to anyone, except to Utility's designated employees, affiliates, agents, representatives, contractors, subcontractors, advisors or consultants who ("**Authorized Personnel**"): (a) require direct access to the Information to assist Utility, or act on its behalf, in relation to the Purpose as stated in this Agreement; (b) are informed by Utility of the confidential nature of the Information and of the terms of this Agreement; and (c) have executed an acknowledgement of the terms of this Agreement in the form attached as Attachment A ("**Acknowledgement of Authorized Personnel**"). Upon request by LACMTA, Utility shall provide copies of each executed Acknowledgement of Authorized Personnel to LACMTA.
- 2.6 Utility shall be responsible for any act and/or omission of any Authorized Personnel in breach of this Agreement. If Utility becomes aware of any breach of the terms of this Agreement including, without limitation, that Information has been used or disclosed to a person other than the Authorized Personnel in violation of this Agreement, Utility shall: (a) give LACMTA notice of the use or disclosure within one business day of Utility's knowledge of the breach; (b) take all reasonable steps to recover the Information; and (c) obtain agreement by the person that received the Information that it will not disclose the Information to other person and will protect the Information from further disclosure.
- 2.7 If, upon receipt of the Information, Utility or any of its Authorized Personnel recognize that it/they (respectively) are competitors of LACMTA's consultant, contractor, or other third party provider that has developed the Information, Utility shall immediately give written notice to LACMTA of this fact and shall not open, or otherwise take any action that may permit the Information to be used by Utility or its Authorized Personnel before LACMTA has an opportunity to resolve any potential conflicts regarding use of the Information by Utility and/or Authorized Personnel (as applicable).
- 2.8 Utility shall be permitted to make copies of the Information solely as necessary to carry out the Purpose, which shall be protected in the same manner as the original Information and shall be subject to Section 3.2 and the other terms of this Agreement.

3. OWNERSHIP AND RETURN/DESTRUCTION OF INFORMATION

- 3.1 All Information disclosed by LACMTA under this Agreement is and shall remain the property of LACMTA and may be recalled by LACMTA at any time.
- 3.2 Subject to Section 5 below, upon receipt of a written request from LACMTA, or upon termination of this Agreement, Utility must: (a) promptly collect all copies of the Information in the possession or control of Utility and its Authorized Personnel, and deliver to LACMTA all of the Information, including all copies, reproductions, and facsimiles, within 10 days from receipt of a request to that effect; or (b) if specified in LACMTA's request, destroy the Information (or part of it) and provide LACMTA written certification of such destruction within 10 days from receipt of the request to that effect; provided Utility shall be entitled to keep one copy that may be stored in back up media or other electronic data storage systems, latent data and metadata. The return or destruction of any Information shall not release Utility from its obligations under this Agreement.
- 3.3 Utility shall not be required to return Information that is subject to a pending Legal Compulsion pursuant to applicable law as contemplated in Section 5.

4. MARKING OF INFORMATION

Information shall be marked "Confidential" and/or "SSI". Notwithstanding the foregoing, failure to mark any Information as Confidential or SSI shall not exclude any Information from the protection of the terms and conditions in this Agreement.

5. **LEGAL COMPULSION; DUTY TO SEEK PROTECTION**

If Utility (including its Authorized Personnel) is served with a subpoena, administrative or court order, or other legal process ("**Legal Compulsion**") that requires Utility to produce or provide Information (or any part of it) supplied by LACMTA to Utility, Utility shall, unless prohibited by the terms of the Legal Compulsion, immediately provide LACMTA with a copy of the Legal Compulsion, so that LACMTA may seek a protective order or other appropriate remedy to excuse Utility from compliance therewith before the time specified for Utility's compliance. In the event that: (a) Utility must immediately comply with a court order or other Legal Compulsion; (b) a protective order or other remedy is not obtained by LACMTA; or (c) LACMTA notifies Utility in writing that it does not intend to seek a protective order or other remedy or expressly waives compliance with the terms of this Section 5 in writing, Utility will furnish only that portion of the Information which is legally required and will exercise its best efforts to obtain assurance that Information will be treated as confidential. Upon receipt of notice of a Legal Compulsion, LACMTA shall have the right to demand the return of any copies of the Information provided to Utility.

6. **NO LICENSE, RIGHTS TO INTELLECTUAL PROPERTY**

Nothing in this Agreement shall be construed as a permit or license, or a grant of any right by LACMTA to Utility to use the Information disclosed by LACMTA to Utility or its Authorized Personnel for any purpose other than the Purpose as specifically stated in this Agreement and in accordance with the terms and conditions of this Agreement. This Agreement will not be construed in any manner to be an obligation to enter into any subsequent arrangements. This Section 6 shall survive the termination or expiration of this Agreement.

7. **NO WARRANTY**

Information is provided "as-is" and LACMTA makes no representation or warranty of any kind, express or implied, with respect to the suitability, accuracy or non-infringement of third-party rights.

8. **NOTICE OF IMMUNITY UNDER THE DEFEND TRADE SECRETS ACT**

Utility warrants that it will provide each of its Authorized Personnel written notice that the Defend Trade Secrets Act, 18 U.S.C. § 1833(b) provides an immunity for the disclosure of a trade secret to report a suspected violation of law and/or in an anti-retaliation lawsuit, prior to granting them access to Information, as follows:

- (a) Immunity. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made: (i) (A) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of report or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
- (b) Use of Trade Secret Information in Anti-Retaliation Lawsuit. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the individual's attorney and use the trade secret information in the court proceeding, if the individual: (i) files any document containing the trade secret under seal; and (ii) does not disclose the trade secret, except pursuant to court order.

9. **RESTRICTIONS ON RELEASE OF INFORMATION**

With regard to information that is disclosed, or information that is requested or demanded to be disclosed by LACMTA, to Utility, such Information may constitute public records that are exempt from general public release under the California Public Records Act (California Government Code sec. 7920.000 et seq.) and shall not be deemed releasable to any third party under the terms of this Agreement. Therefore, Utility shall

not release any such information to any third party, unless expressly authorized under the terms of this Agreement or otherwise written consent from LACMTA.

10. **REMEDIES**

Utility acknowledges that damages for improper disclosure of Information may be irreparable; therefore, LACMTA may enforce its rights under this Agreement by any and all available remedies, including, without limitation, equitable relief including a temporary restraining order, or preliminary or permanent injunction for any violation or threatened violation of this Agreement by Utility, any Authorized Personnel or any other person that has received or obtained access to the Information.

11. **INDEMNITY**

Utility shall defend, indemnify and hold harmless LACMTA and its respective affiliates, officers, directors, members, shareholders, employees, agents, representatives, assigns, and successors from and against all liabilities, expenses (including reasonable attorneys' fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature arising from or in any way connected with (a) the use, misuse, receipt or disclosure of the Information; or (b) a breach by Utility or any of its Authorized Personnel, employees, agents, representatives, contractors, or subcontractors of any obligations arising pursuant to this Agreement.

12. **TERM AND TERMINATION; CONTINUING OBLIGATIONS**

12.1 The term of this Agreement shall commence on the Effective Date and shall terminate on the date falling [three] years after the Effective Date, unless earlier terminated or extended by mutual written agreement of the Parties (the "**Term**"). Each Party's rights and obligations under this Agreement, including without limitation with respect to trade secrets and confidentiality obligations, will survive the expiration or termination of this Agreement, and such rights and obligations shall endure perpetually.

12.2 Upon expiration or termination of this Agreement, Utility shall return and/or destroy Information in accordance with Section 3.2.

13. **GENERAL**

13.1 Notices. All notices concerning this Agreement shall be delivered in the manner prescribed in the UCA.

13.2 Amendments. This Agreement may not be modified or terminated orally or in any manner other than by an agreement in writing signed by the Parties or their respective successors in interest.

13.3 Severability. If: (a) any provision of this Agreement is held by a court of competent jurisdiction as to be invalid, void or unenforceable; and (b) the invalidity or unenforceability of such a provision does not deny a Party the material benefit of this Agreement, then the remainder of this Agreement which can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

13.4 No Agency. Nothing in this Agreement shall be construed to render either Party an agent, employee, representative, joint venturer or partner of the other Party.

13.5 No Assignment. A Party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party.

13.6 Governing Law and Application. This Agreement will be governed and construed and enforced in accordance with the laws of the State of California. Any dispute arising in connection with this Agreement shall be submitted only to a state court of competent jurisdiction in the Central District of the Superior Court in the County of Los Angeles, to whose jurisdiction the Parties consent.

- 13.7 Costs and Expenses. Unless expressly stated otherwise, each Party shall bear its own costs and expenses (including, without limitation, any attorneys' fees and costs) incurred in complying with this Agreement.
- 13.8 Representation on Authority of Parties/Signatories. Each Party represents and warrants that the person signing this Agreement on its behalf is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations under this Agreement have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
- 13.9 No Waiver. No failure or delay of a Party to exercise any of its rights under this Agreement or the waiver by a Party of any condition for its benefit shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude other or further exercise thereof or any other right. The waiver of any breach of this Agreement shall not be deemed to be waiver of any other or any subsequent breach.
- 13.10 Counterparts and Signatures. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver to the other Party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each Party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other Party to this Agreement.

[SIGNATURES ON NEXT PAGE]

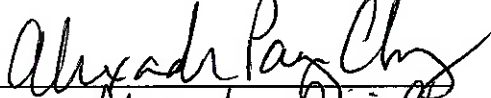
EXECUTION VERSION

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

UTILITY: TESORO SOCAL PIPELINE COMPANY LLC

By (Signature): 
Print Name: Evan Bencic
Print Title: Authorized Signatory
Date Signed: March 13, 2025

APPROVED AS TO FORM:

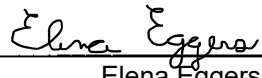
By: 
Print Name: Alexandra Parisi Chenevix
Print Title: Authorized Signatory
Date: March 22, 2025

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION:

Chief Program Management Officer:

APPROVED AS TO FORM:

By (Signature): _____
Print Name: _____
Print Title: _____
Date Signed: _____

By: 
Print Name: Elena Eggers
Print Title: Senior Deputy County Counsel
Date: April 2, 2025

Attachment A

Acknowledgement of Authorized Personnel

I, Evan Bencic (enter full name) ("Authorized Personnel"), am engaged as a Authorized Signatory (enter role e.g., employee, consultant, advisor) of Tesoro SoCal Pipeline Company LLC (the "Utility").

I have been provided with and have read the Non-Disclosure and Confidentiality Agreement between Utility and the Los Angeles County Metropolitan Transportation Authority dated _____, _____ (the "NDA").

I understand that as an Authorized Personnel, I am being provided with access to the Information for the Purpose described in the NDA, as such terms are defined in the NDA and acknowledge that I am required to comply with the terms and conditions contained in the NDA.

Signature: 

Print Name: Evan Bencic

Title: Authorized Signatory

Date: March 13, 2025

Part C: Form of Utility Betterment Request

Date: _____

To: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

From: [●] (Utility)

Subject Scope/ Scope Element: _____

Project: [●] (Project)

Pursuant to the master utility cooperative agreement (UCA) between Utility and LACMTA with respect to the Project, this shall serve as a formal Notice the following design and/or construction scope is requested to be delivered as a Betterment as defined within the UCA.

Scope of requested Betterment:

The determination of the Betterment is based on the UCA and the following justification:

Estimated rough order of magnitude cost: _____

Utility requests LACMTA's response to this Utility Betterment Request as set out below.

[●] (Utility)

By: _____

Name: _____

Title: _____

Date: _____

LACMTA has reviewed the above Utility Betterment Request and:

1. rejects the requested Betterment in accordance with the UCA on the basis that the Betterment is:
 - ☐ incompatible with the Project;
 - ☐ cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, the final EIS/EIR and/or the Project Schedule; or
 - ☐ requested after establishment of the Basis of Design for the Project.
2. approves the Betterment in accordance with the UCA subject to the following changes or terms as negotiated with the Utility (if none, enter "none"): An estimated cost is listed below:

Design Costs: \$ _____ Construction Costs: \$ _____

EXECUTION VERSION

LACMTA requests that Utility counter-sign below to confirm its agreement to any changes or additional terms described above and the estimated cost.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

Utility accepts the amendments or additional terms agreed and listed above and the design and construction cost estimates for the Betterment. Utility acknowledges and agrees that in accordance with the terms of the UCA, Utility shall be solely responsible for all Costs related to the Betterment (whether or not such Costs exceed the estimates for the Betterment provided by LACMTA).

☒ (Utility)

By: _____

Name: _____

Title: _____

Date: _____

Part D – LACMTA Notice of Potential Betterment**NOTICE OF POTENTIAL BETTERMENT**

Date: _____

To: [●] (Utility)

From: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

Subject Scope/ Scope Element: _____

Project: [●] (Project)

Pursuant to the master utility cooperative agreement (UCA) between Utility and LACMTA, this shall serve as a formal Notice the following Utility Submittal, comment or request with respect to the Design Documentation and/or Construction plans or work for the Project has been identified as a potential Betterment as defined within the UCA.

Scope of Utility Submittal, comment or request identified as a potential Betterment (including reference number or other identification of the relevant Utility Submittal, comment or request):

Utility comment or request has been identified as a potential Betterment based on the Agreement and the following justification:

- ☐ if implemented, Utility submittal, comment or request would comprise an upgrade, change or addition to a Utility Facility (or a part of a Utility Facility) that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that Utility Facility over that which was provided by the Utility Facility prior to the Project and none of the exclusions listed in the UCA apply; or
- ☐ If implemented, Utility Submittal, comment or request would comprise a change in or supplement to, the Utility Facility Standards applicable to that work after the establishment of the Basis of Design and none of the exclusions listed in the UCA apply.

Details: _____

LACMTA requests Utility's response to this LACMTA Notice of Potential Betterment as set out below. In accordance with ARTICLE 5 (Betterments) of the UCA, if Utility fails to respond within five Days of this LACMTA Notice of Potential Betterment, the relevant Utility Submittal, comment or request will be deemed to be withdrawn provided that such deemed withdrawal shall be without prejudice to the Utility's right to submit the Betterment under a subsequent Utility Betterment Request under ARTICLE 5 (Betterments) of the UCA.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

Utility has reviewed the above LACMTA Notice of Potential Betterment and:

- ☐ withdraws the relevant Utility Submittal, comment or request referenced in the above LACMTA Notice of Potential Betterment; or
- ☐ submits the Utility Submittal comment or request referenced in the above LACMTA Notice of Potential Betterment as a Utility request for a Betterment in accordance with ARTICLE 5 (*Betterments*) of the UCA and for this purpose encloses a completed Utility Betterment Request.

☒ (Utility)

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 4

Federal and Other Requirements

This Agreement, as to certain Subject Transportation Projects as notified by LACMTA under Section 2.6 (Governmental and Lender Requirements) of this Agreement, may be subject to the requirements of the U.S. Department of Transportation, Federal Transit Administration, other Governmental Entities, and/or financial institutions providing grants, funding or financing, including the following terms and conditions and such other terms and conditions notified by LACMTA under Section 2.6 (Governmental and Lender Requirements) of this Agreement as to such Subject Transportation Projects only:

1. AUDIT AND INSPECTION

1.1 Utility shall comply with all financial record keeping, reporting and such other requirements as may be imposed as a condition to or requirement of funding obtained by LACMTA from third parties (provided that LACMTA gives reasonable notice of such requirements to Utility). Utility shall permit the authorized representatives of LACMTA, the U.S. Department of Transportation, the Comptroller General of the United States, any other government agency, and/or financial institution providing funding or oversight on a Subject Transportation Project to inspect, audit and copy, during normal business hours and upon reasonable notice, all cost and other relevant records relating to performance by Utility, its contractors and subcontractors under any Work Order issued to Utility for a Subject Transportation Project or Rearrangements, from the date of this Agreement through and until not less than three years after the date of termination or expiration of this Agreement, except:

- (a) in the event of litigation or settlement of claims arising from performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto; and
- (b) such later date as is required by the rules and regulations of any such government agency or financial institution (provided LACMTA gives reasonable notice of such later date to Utility).

1.2 Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. Utility further agrees to permit the Federal Transit Administration and its contractors' access to sites of performance under this Agreement as may be reasonably required.

2. INTEREST OF MEMBERS OF CONGRESS

No members of or delegates to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

3. PROHIBITED INTERESTS

No member, officer or employee of LACMTA, or of a local public body, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To LACMTA's and Utility's knowledge, no board member, officer or employee of LACMTA has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in the business of Utility; and if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other Party, even if such interest would not be considered a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

4. **EQUAL EMPLOYMENT OPPORTUNITY**

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

5. **DISADVANTAGED BUSINESS ENTERPRISE**

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

6. **PRIOR APPROVAL**

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

7. **NON-DISCRIMINATION**

Without limiting any other provision of this Exhibit 4, Utility agrees to comply, and to cause all of its Utility Contractors who work on Transportation Projects subject to this Agreement to comply, with all Applicable Laws relating to non-discrimination whether imposed by federal, state or local authority.

8. **BUILD AMERICA, BUY AMERICA ACT**

This Section 8 applies to federally funded rolling stock purchase and construction contracts over \$150,000 and to contracts over \$150,000 for materials and supplies for steel, iron, manufactured products, and construction materials.

If Utility performs any Construction work under a Work Order, Utility must comply with 49 U.S.C. 5323(j), 49 C.F.R. Part 661, and the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58), which provide that federal funds may not be obligated unless steel, iron, manufactured products, and construction materials used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

LACMTA and/or the FTA may investigate compliance with this Section 8. If an investigation is initiated, Utility shall, or Utility shall ensure the applicable Utility Contractor shall, document its compliance, in accordance with 49 C.F.R. 661.15, and cooperate with the investigation. Utility shall incorporate the Build America, Buy America conditions set forth in this Section 8 in every contract or purchase order with a Utility Contractor performing any Construction work under a Work Order and shall enforce such conditions.



Utility Cooperative Agreement



Metro

September 2025

Recommendation

RECOMMENDATION:

AUTHORIZE the Chief Executive Officer (CEO) or her designee to:

- A. EXECUTE Utility Cooperative Agreement with Tesoro Socal Pipeline Company LLC to accommodate Metro's ongoing Projects; and
- B. NEGOTIATE and execute similar as-needed pipeline utility agreements with other pipeline company owners to accommodate necessary advance utility relocation design, construction and Metro's reimbursement terms to support Metro's ongoing Projects.

Background

BACKGROUND:

Tesoro Socal Pipeline Company has several facilities in direct conflict with Metro Projects.

Mitigation of these conflicts require utility participation in meetings and collaboration during the engineering as well as construction.

Executing this Utility Cooperative Agreement (UCA) is a key next step to memorializing the roles and responsibilities to ensure the successful delivery of Metro's ongoing Projects.

As additional utility conflicts with other pipeline companies are identified, appropriate utility agreements will be negotiated and executed swiftly for those affected projects.

Services Provided

During the coordination, design and construction phase of the Projects, in order to mitigate utility conflicts, a significant amount of support is required from the utility owners. The following represents some of the general key components of the UCA and future utility agreements with other pipeline companies:

- Reimbursement of costs to the utility owners for project related work
- Duration of the agreement
- Metro and utility owner points of contact
- Basis and agreement on utility scope
- Process and agreement on self-perform designs and review periods
- Process and agreement on necessary construction and inspection needs
- Ability to accommodate other Metro projects

All services are and will be centered to avoid delays and promote cost saving measures to effectively deliver the projects with minimal impacts.



Board Report

File #: 2025-0583, File Type: Contract

Agenda Number: 13.

CONSTRUCTION COMMITTEE SEPTEMBER 17, 2025

SUBJECT: CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEP) SERVICES

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. ENTER into an Interagency Agreement with California Highway Patrol (CHP) for Construction Zone Enhancement Program (COZEEP) task order services, in an amount Not-to-Exceed \$16,350,000; and
- B. AUTHORIZE the CEO to negotiate and approve Contract Modifications, within and up to the authorized Life-of-Project budget for all projects under the COZEEP agreement.

ISSUE

The Los Angeles Metropolitan Transportation Authority (Metro) requires as-needed services to manage and direct highway traffic from California Highway Patrol (CHP) to assist in ensuring the safety of public traffic on State Highway Construction Projects throughout Los Angeles County.

With construction activities taking place near or within active highways and roadways, ensuring the safety of workers, motorists, and surrounding communities remains a top priority. One key safety measure employed is the use of supplemental CHP units through the COZEEP, which supports the enforcement of speed restrictions and allows for faster incident response in designated work zones.

BACKGROUND

Measure M and Senate Bill 1 (SB 1), passed in 2016 and 2017, respectively, were designed to improve transportation infrastructure, and infrastructure safety, which funded highway projects throughout Los Angeles County. As a result, Metro's Highway Program projects were provided with the necessary funding to proceed with construction. In addition to performing environmental clearance and design plans/ specifications functions, Metro is also undertaking the procurement and administration of the construction phase for some of these projects.

Contracting with CHP for traffic management support is a Caltrans requirement for all Metro-led highway construction projects. All related services must remain in full compliance with Caltrans standards, per the Metro/Caltrans Co-Op Agreement for each project. This requirement is further outlined in the Caltrans Construction Manual, Chapter 2, section 2-215, which details the Construction Zone Enhanced Enforcement Program (COZEEP).

Currently, Metro highway projects utilize COZEEP services under an existing agreement between Metro and CHP, which had an original expiration of April 30, 2025. This agreement was amended to extend the term of the agreement through December 31, 2025. With the ongoing and planned highway program projects, including the I-5 North Capacity Enhancement and I-105 Express Lanes projects as examples, COZEEP will be utilized through 2030. CHP procedures do not allow extension of the current agreement or an increase in the amounts to meet Metro highway project needs. With the start of the very complex I-105 Express Lanes project, there is additional COZEEP support needed to ensure the safety of the public and the construction teams. Therefore, to meet the needs of the existing highway program and the new I-105 Express Lanes project through 2030, staff recommend entering into a new Interagency Agreement with CHP.

DISCUSSION

The Metro Highway Program consists of distinct programs and projects across Los Angeles County. Highway projects include soundwall construction, intersection and interchange enhancements, signal synchronization, High Occupancy Vehicle (HOV) lane construction, Express Lanes, and lane improvements. These projects contribute to an array of regional benefits, including motorist safety and enhanced traffic flow, congestion reduction, and economic and mobility benefits.

Construction activities frequently occur on or near active highways and roadways, requiring the use of additional safety measures that may not normally be utilized on other types of Metro projects. One such measure is the use of the COZEEP, where CHP units are dispatched to selected work zones under specific circumstances (e.g. during a nighttime closure of two or more lanes on a freeway) to assist with traffic flow. Use of supplemental CHP units enhances safety for construction workers, motorists, and surrounding communities.

When construction conditions deem it necessary, COZEEP services are utilized under an existing agreement between Metro and CHP on a project specific task order basis. Currently, Metro highway projects utilize COZEEP services under an existing agreement between Metro and CHP, which was approved by the Board during the January 2020 Construction Committee meeting and had an original value of \$6,000,000 and expiration of April 30, 2025. This agreement was amended to extend the term of agreement through December 31, 2025. With the ongoing and planned highway program projects, COZEEP will be utilized through 2030. CHP procedures do not allow extension of the current agreement or increase in amount to meet Metro highway project needs.

To overcome these challenges and maintain the safety of the public, staff recommend entering into a new Interagency Agreement. Under this agreement, Metro will have the sole discretion in determining when to request COZEEP services on a particular project, per the Caltrans Construction Manual. Metro staff may request COZEEP services with the use of a task order. Reimbursement rates for

COZEEP services will remain consistent with those of the current agreement between Metro and CHP. This agreement between Metro and CHP will support the efficient delivery of Metro Highway Program projects.

Funding Detail

The prior approved agreement included a five-year Period of Performance on an as-needed basis in the amount of \$6,000,000. The proposed new agreement will include a five-year Period of Performance on an as-needed basis in the amount of \$16,350,000 to continue support of Metro Highway Program projects. The increase from the prior agreement are attributed to these projects. These majority of the funding is allocated towards the I-105 Express Lanes Segments 1, 2, and 3. See attachment A - Funding/Expenditure Plan for funding details.

DETERMINATION OF SAFETY IMPACT

This Board action will have no impact on Metro Safety standards and procedures but will have an overall positive safety impact on construction projects conducted with the State highway system. The continued use of COZEEP within Metro's highway program will allow it's projects to ensure the continued safety of the traveling public and surrounding communities.

FINANCIAL IMPACT

COZEEP services task orders are funded through projects approved fiscal year and life of project (LOP) budgets. The rates for COZEEP services will continue to be based on the rates established through a collective bargaining agreement for CHP officers.

IMPACT TO BUDGET

COZEEP task orders will be issued for each project with the approval of the Project Manager. Funding will come from individual projects, with the approval of the Project Manager.

EQUITY PLATFORM

The COZEEP program aligns with Metro's equity commitment by deploying CHP officers in locations identified by Metro as needing enhanced safety measures, ensuring that construction work zones are safer for both workers and drivers from all communities through consistent enforcement of safety standards.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit.* Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

Maintaining a proactive enforcement presence through COZEEP remains essential to supporting safer work zones and reducing the likelihood of work zone incidents. The highway projects under this COZEEP agreement include ramp reconfigurations, the addition of general-purpose lanes, arterial intersection enhancements and upgraded signage, all designed to alleviate congestion, improve traffic flow and support regional mobility. While the agency remains committed to reducing VMT through transit and multimodal investments, some projects may induce or increase personal vehicle travel. Further, while these improvements are expected to reduce congestion, they may also contribute to an increase in VMT along the freeway corridors.

Although this item may not directly contribute to the achievement of the Board-adopted VMT Reduction Targets, the VMT Targets were developed to account for the cumulative effect of a suite of programs and projects within the Metro region, which individually may induce or increase VMT. Additionally, Metro has a voter-approved mandate to deliver multimodal projects that enhance mobility while ensuring the efficient and safe movement of people and goods.

**Based on population estimates from the United States Census and VMT estimates from Caltrans' Highway Performance Monitoring System (HPMS) data between 2001-2019.*

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The COZEEP directly supports Metro's Vision 2028 goals by enhancing safety and reliability in active construction zones throughout Los Angeles County. Specifically, the program advances Goal No. 2 by delivering outstanding trip experiences for all users of the transportation system through effective traffic management and enhanced safety in construction areas. Improved safety on highway projects will reduce the risk of schedule delays, ensuring the benefits of these projects, which include improved mobility, are delivered to the region in a timely manner.

ALTERNATIVES CONSIDERED

The Board may choose not to approve the recommended action to enter into an Interagency Agreement with CHP for COZEEP services. However, the alternative is not recommended, as This would result in the loss of the significant safety implementation tool that COZEEP provides each project and community. In addition, the use of CHP services is required under the Caltrans Construction Manual, Chapter 2, section 2-215, which details the COZEEP use requirements.

NEXT STEPS

Upon approval, staff will finalize and execute the Interagency Agreement with CHP and monitor its implementation.

ATTACHMENT

Attachment A - Funding/Expenditure Plan

Prepared _By
Prepared by:

Paul Sullivan, Deputy Executive Officer, Project Management (213) 922-4958

Mat Antonelli, Deputy Chief Program Management Officer, Project Delivery Team (213) 893-7114

Reviewed by:

Tim Lindholm, Chief Program Management Officer, Program Management (213) 922-7297

Digitally approved by *Stephanie Wiggins*, Chief Executive Officer

ATTACHMENT A									
FUNDING/EXPENDITURE PLAN									
CONSTRUCTION ZONE ENHANCED ENFORCEMENT PROGRAM (COZEEP) SERVICES									
Use of Funds*	Officer Hours	Officer Rate	Sergeant Hours	Seargent Rate	Total Labor	Travel Miles	Travel Rate	Total Travel	Total Capital Cost
SR-91 WB	4,150	\$ 129.39	4,150	\$ 157.41	\$ 1,190,220.00	8,300	\$ 1.66	\$ 13,778.00	
I-605 Beverly	945	\$ 129.39	750	\$ 157.41	\$ 240,331.05	3,614	\$ 1.66	\$ 6,000.00	
Soundwall 2	510	\$ 129.39	225	\$ 157.41	\$ 101,406.15	723	\$ 1.66	\$ 1,200.00	\$ 102,606.15
I-105 EL Segment 1	27,350	\$ 129.39	10,450	\$ 157.41	\$ 5,183,751.00	44,651	\$ 1.66	\$ 74,120.00	\$ 5,257,871.00
I-105 EL Segment 2	25,983	\$ 129.39	9,928	\$ 157.41	\$ 4,924,563.45	44,651	\$ 1.66	\$ 74,120.00	\$ 4,998,683.45
I-105 EL Segment 3	24,683	\$ 129.39	9,235	\$ 157.41	\$ 4,647,463.24	44,651	\$ 1.66	\$ 74,120.00	\$ 4,721,583.24
Subtotal	83,621		34,738		\$ 16,287,734.89	146,589		\$ 243,338.00	\$ 15,080,743.84
Contingency (8.5%)									\$ 1,281,863.23
Total									\$ 16,362,607.07
Agreement Amount									\$ 16,350,000.00

NOTE * - Individual Project Budget Approved LOP



Construction Zone Enhanced Enforcement Program (COZEEP) Services



Metro

2025-0583

September 2025



Recommendation

Recommendation:

- A. Enter into an Interagency Agreement with California Highway Patrol (CHP) for Construction Zone Enhancement Program (COZEEP) task order services, in an amount Not-to-Exceed \$16,350,000;
- B. Authorize the CEO to negotiate and approve Contract Modifications, within and up to the authorized Life-of-Project budget for all projects under the COZEEP agreement.

Background

Metro is required by Caltrans and the Metro/Caltrans Co-Op Agreement to use California Highway Patrol (CHP) services to manage traffic during state highway construction projects in Los Angeles County.

Metro currently uses COZEEP services under a 2020 agreement with CHP valued at \$6 million, set to expire December 31, 2025. Since CHP procedures prohibit extending or increasing the existing agreement, and COZEEP will be needed through 2030, staff recommends establishing a new Interagency Agreement which would allow Metro to independently request COZEEP services by task order, ensuring continued support for efficient highway program delivery.



Funding Detail

The proposed new agreement will establish a five-year, not-to-exceed \$16,350,000 contract to support Metro Highway Program projects.

The funding increase reflects added projects, including the I-105 East Los Angeles Segments 1–3 and the SR-91 Westbound project, with the I-105 segments alone requiring about \$15 million.

Financial Impact & Next Steps

COZEEP services task orders are funded through each project's approved fiscal year and life of project (LOP) budgets. No additional funding is being requested.

COZEEP task orders will be issued for each highway project with the approval of the Project Manager. Funding will come from each individual project, as planned within the associated approved LOP budgets.



Board Report

File #: 2025-0630, File Type: Policy

Agenda Number: 14.

CONSTRUCTION COMMITTEE SEPTEMBER 17, 2025

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

ACTION: RECEIVE AND FILE

RECOMMENDATION

RECEIVE AND FILE the status update on the Project Labor Agreement and Construction Careers Policy programs through the quarter ending June 2025.

ISSUE

In January 2012, the Board approved the Project Labor Agreement (PLA) with the Los Angeles/Orange Counties Building and Construction Trades Council (LAOCBCTC) and the Construction Careers Policy (CCP), with subsequent renewal in January 2017. The PLA and CCP encourage construction employment and training opportunities for members of economically disadvantaged areas throughout the United States on Metro's construction projects. An added value of the PLA is that work stoppages are prohibited.

Metro's PLA and CCP provides equitable opportunities for historically underrepresented populations, including women, with high-wage career opportunities in the construction industry.

This report also provides updates on initiatives that stem from the Construction Workforce Disparity Study (study) and Board Motion 13.1 by Directors Horvath, Hahn, Dutra, Solis, and Yaroslavsky, which was approved by the Board on March 25, 2025 (Attachment A).

BACKGROUND

Consistent with the Board approved PLA and CCP (PLA/CCP), prime contractors must provide Metro with monthly reports detailing progress towards meeting targeted worker hiring goals. Additionally, consistent with Metro's Labor Compliance Policy, prime contractors provide Metro with worker utilization data by ethnicity and gender. Metro's program-wide goal for female participation in PLA/CCP construction projects is 6.90%.

In April 2024, Metro commissioned a study to evaluate the availability and participation of female workers necessary for upcoming infrastructure projects. The study aimed to address gaps in workforce diversity, with a particular emphasis on increasing female representation. It identified several barriers that hinder female participation, including challenges related to recruitment,

retention, and career advancement in a traditionally male-dominated industry.

Since March 2025, staff have worked to address the study recommendations by collaborating with regional partners, Metro Leadership, and key stakeholders. The progress made in identifying opportunities related to the recommendations, as well as the next steps, has been included in this report.

DISCUSSION

Metro's PLA/CCP provides training and employment opportunities within the construction industry to individuals residing in economically disadvantaged areas and disadvantaged workers. Since Metro's PLA/CCP inception in 2012 and up to this reporting period, over \$665 million in wages have been paid to individuals residing in economically disadvantaged areas, an increase of 2.96% from the last quarter's reporting, and over \$129 million in wages paid to disadvantaged workers, an increase of 2.70% from the last quarter's reporting. Overall wages expended for PLA workers on all active projects was over \$27 million through the March - June 2025 quarter.

This report provides a status update on the construction contracts the PLA/CCP covers, including an overview of the Diversity and Economic Opportunity Department (DEOD) efforts to increase female participation. It also provides an update on the PLA/CCP through the quarter ending June 2025 (Attachment B).

A. PLA/CCP Status Update

As of June 2025 records, a total of 22 projects require compliance with PLA/CCP requirements. Among these, 19 are currently active construction projects. Out of these 19 projects, three contracts are subject to the National Targeted Worker Requirements, which focus on workers from economically disadvantaged areas; 14 contracts are subject to the Local Hire Initiative, which aims to hire workers from economically disadvantaged areas of Los Angeles County. The five of the 22 projects shown in Attachment G, Figure 1, have not yet begun construction phases.

Additionally, seven projects are in the pre-award phase, which staff anticipate will require application of the PLA/CCP, subject to award.

Projects Subject to National Targeted Worker Requirement (from economically disadvantaged areas of the US)

Of the contractors that are subject to the National Targeted Worker requirement two exceeded the 40% Targeted Worker Goal (from economically disadvantaged areas); one contractor exceeded the 20% Apprentice Worker Goal (individuals starting a career in construction); and two contractors exceeded the 10% Disadvantaged Worker Goal (Attachment C).

Overall (aggregate), PLA/CCP program-wide attainment of the three workforce goals has been met and exceeded due to a collaborative effort between Metro, the Building Trade Unions, and contractors. Since the program inception in 2012, 41 completed construction contracts have been subject to the PLA/CCP requirements.

Projects Subject to Local Hire Initiative (from economically disadvantaged areas of Los Angeles County)

Of the contractors that oversee projects subject to the Local Hire Initiative requirement, 12 contractors exceeded the 40% Targeted Worker Goal (from economically disadvantaged areas); 12 contractors exceeded the 20% Apprentice Worker Goal (individuals starting a career in construction); and 12 contractors exceeded the 10% Disadvantaged Worker Goal (Attachment C).

B. Female Workers on Active Construction Projects

In November 2017, the Board approved Motion 33.1 (by Directors Kuehl, Hahn, Garcetti, Dupont-Walker, Solis, Barger and Bowen) to encourage contractors on Metro construction projects to increase the participation of women by meeting or exceeding the female participation goal of 6.9%. The motion directed the creation of a report card/scorecard system reflecting the attainment of the female participation goals for Metro PLA/CCP contractors that was established to increase visibility and encourage contractors to achieve the 6.9% female participation goal (Attachment D). The scorecard as of June 2025 can be seen in Attachment G, Figure 2.

Staff continues to attend monthly project meetings, as needed, to communicate directly with prime contractors who are not meeting the female participation goal at key milestones of 25%, 50%, and 75% project completion.

In addition, notices are issued to prime contractors to encourage increased female participation on their projects. For contractors receiving a score grade of "D" or below, notices are issued immediately with recommendations to conduct outreach and implement other efforts aimed at improving female participation.

The average female participation on Metro construction projects is currently 3.72% of total work hours compared to less than 2.0% on other non-Metro public works construction projects in the Southern California region. The national average for women in the construction building trades is 4.0%.

A chart showing female participation in Metro's PLA/CCP construction projects over the last four years can be seen in Attachment G, Figure 3

Source: As reported by the prime contractors

During the last quarter reporting period, the completion of the Airport Metro Connector (AMC) Transit Station and Rail to Rail Active Construction Corridor projects contributed to the decrease in the overall female participation rate. The completion of the Regional Connector Transit Corridor project contributed to decreases in recent years as well.

As reflected in the June 2025 board report, staff conducted a workforce disparity study, focused on identifying barriers for women in the construction trades and recommendations on how to increase female representation in the trades. Directors Horvath, Hahn, Dutra, Solis, and Yaroslavsky, issued a

subsequent Motion 13.1 (Attachment A) directing staff to advance a regional approach to realize workforce goals.

As described below, staff are actively taking measures to increase female participation and opportunities.

Women Breaking Ground Website (www.womenbreakground.com <<https://womenbreakground.com/>>)

In March 2024, LA Metro launched the “Women Breaking Ground” website which provides women, who are interested in a career in construction, an avenue for learning how to join an apprenticeship readiness training program and how to get connected to resources.

Through June 2025, over 1,000 individuals have been triaged and given information and resources on starting a career in construction. Over 366 individuals were referred to a pre-apprenticeship training program sponsored by the LAOCBCTC Apprentice Readiness Fund. Thus far, 35 individuals have enrolled in pre-apprenticeship training, 30 have graduated from the program and 5 have been placed on Union Apprenticeship jobs.

The website includes testimonials of women who have worked in the trades and gives an overview of their experience. The website is also a tool for women who are already in the trades to get connected to the unions, contractors, and more resources to be placed on a construction job. It is made available through physical outreach materials and digital marketing ads and is accessible through the Metro careers website that can be located in the promo box titled “Women”, <https://www.metro.net/about/careers/women/>

Metro continues to advance strategies to support, the outreach, recruitment, and retention of all workers in the disadvantaged workforce categories. These strategies, led by the PLA/CCP staff, are proactive measures that address the regional needs for additional workers. These efforts spread awareness and sparked interest for women in the region.

C. Ongoing Strategies

Listed below are ongoing strategies being implemented by Metro to increase the overall workforce capacity, with a specific focus on increasing female participation on Metro’s construction projects.

1. Female Participation Score Card - Staff continue to grade each contractor’s performance quarterly by using a score card that reflects percentages of worked hours performed by females hired by Metro’s contractors to encourage meeting the 6.9% goal.
2. Jobs Coordinator Meetings - Staff conduct periodic meetings with job coordinators to discuss best practices and identify outreach and recruitment opportunities.
3. Transition Coordination - Staff work with the unions and jobs coordinators to refer female workers who have completed their previous work assignments to other active Metro construction projects.

4. Women in the Trades Resource Guide (Attachment E) - Staff developed a comprehensive guide to recruit, employ, and retain women in construction careers, to assist prime contractors in recruiting female workers.
5. Collaboration with Unions - Staff established a collaboration with the Laborers Union and Southwest Regional Council of Carpenters to directly refer female workers to the apprenticeship programs. Upon completion, participants are referred to Metro's contractors for employment opportunities.
6. Outreach - Staff continue to reach out to community-based organizations, pre-apprenticeship schools, and building trades to promote career opportunities and to increase female recruitment in the construction industry (Attachment F). During this reporting period, Metro staff participated in eight job fairs which resulted in twelve individuals being referred to job coordinators for pre-apprenticeship programs.

The following are long-term strategies and efforts to support workforce needs and to increase female participation on Metro's projects:

- 1) Support the Women Build Metro LA (WBMLA) events. The WBMLA events are geared to introduce the construction career path for women throughout Los Angeles County. Staff has invited and encouraged Metro's prime contractors to participate and recruit females interested in starting a career in construction.
- 2) Collaborate with Women in Non-Traditional Employment Roles (WINTER) to seek grant opportunities to help empower, train, educate, and prepare women for transformative careers in the construction industry. In addition, Metro shall provide continuous employment referrals to female graduates of WINTER on Metro project sites.
- 3) Continue to collaborate with the LA County Department of Economic Opportunity (DEO) and City of Los Angeles Economic Workforce Development Department (EWDD) in recruiting individuals interested in starting a career in construction and establishing an ongoing referral system of individuals to pre-apprenticeship programs available through the LA County DEO network of services.
 - The DEO has launched a cohort of regional agencies, including Metro, to participate in a Workforce Subcommittee under Infrastructure Los Angeles. This subcommittee will take a leadership role in advancing workforce development opportunities to support infrastructure projects across the region.
- 4) Partnerships with the Los Angeles/Orange County Building and Construction Trades Council (LAOCBTC), and its Executive Secretary focused on increasing the workforce in the construction industry, including prioritizing and dispatching female workers on Metro construction projects.
 - Metro is in collaboration with LAOCBTC, union trades, prime contractors, and

community-based organizations to build future workforce capacity with a special focus on females and has embarked on a Joint Awareness Campaign to promote career opportunities in the construction industry.

- 5) Metro staff distributed surveys to contractors and their designated jobs coordinators who have met or exceeded higher grades on the female participation scorecard. The goal is to capture success stories and best practices that can be shared across projects.

Summary of survey responses:

Organizations stressed that retaining women in construction depends on sharing success stories, recruiting women of color, and partnering with community groups, training programs, and unions. Programs like Youth-Build, MC3 and STEM/CTE initiatives were seen as effective in engaging women and addressing their concerns, with MC3 apprentices noted as better prepared to succeed. The main challenge is the perception that union bootcamps and heavy civil work are too physically demanding, making female testimonials and clear communication about job expectations critical. While contractors are generally supportive, some face cost or capacity constraints, though none of these challenges were attributed to gender bias.

- 6) Continued Metro support to facilitate WINTER, and the LA County Justice Care Opportunities Department (JCOD) collaboration to launch its first all-female Pre-Apprentice Construction Readiness training cohort. Due to a delay in the remodeling of the dormitories, the training start was delayed until October 6, 2025. To date, 30 potential trainees have completed the interest program and will attend a virtual orientation hosted by WINTER. Two Journeywoman have been identified and hired as Lead Instructor and Instructor and have been observing the current WINTER cohort in Commerce in preparation to conduct the cohort in Calabasas. Vendors have been identified by WINTER to supply tools and materials needed for the training.

Outreach to High Schools and Youth

Metro DEOD staff are dedicated to partnering with industry leaders to significantly enhance apprenticeship programs to effectively build capacity for present and future projects. Below are impactful activities that the team has implemented to inspire high school and community college students to spark their interest in pursuing rewarding careers in the trades. These efforts will inform and empower the next generation of skilled workers.

1. Over the past quarter, March 2025 through June 2025, Metro DEOD staff conducted outreach at several high schools and community colleges in the Los Angeles region to promote careers in the construction industry. Participating institutions included Compton School, Sunburst Youth Academy, North Hollywood High School, California High School, Pomona High School, Whittier High School, Sierra Vista High School, Pioneer High School, East Los Angeles College, Rio Hondo College, Youth Engagement at Linx, Construction Industry Education Foundation (CIEF), LA City Youth Source, and Metro's 2025 Women and Girls Summit, Transportation Career Academy Program (TCAP) students, and the SoCal Trades Tour. Metro

staff will continue to expand engagement with youth to generate interest in trade and create a pipeline of opportunities. The SEED school is also introducing students to a variety of careers, including those in the infrastructure sector.

2. On July 11, 2025, per the recommendation of Director Solis, staff convened a partnership meeting with both Youth Build and the Conservation Corps, with a path forward where staff will host 3 student field trips to Metro's new Talent Hub to introduce construction careers.
3. On August 6, 2025, Metro staff conducted a presentation on the *Women Breaking Ground* website and construction career pathways during Congresswoman Maxine Waters' outreach event at the Imperial Courts Housing Development in Watts, CA. Hosted by the South Bay Workforce Investment Board (WIB), the event aimed to connect local residents with valuable information about Pre-Apprenticeship Training opportunities, Building Trade Unions, and the Public Works Project. Attendees had the opportunity to engage with representatives from the Plumbers, Cement Masons, and Carpenters Unions, the Los Angeles/Orange County Building Trades Apprentice Readiness Fund, the Career Expansions Pre-Apprentice Training Program, as well as contractors.
4. Metro staff partner with the LAOCBTC Apprentice Readiness Fund as they work with the Los Angeles Unified School District (LAUSD), to introduce careers in construction through the establishment of a pilot pre-apprenticeship program at the Los Angeles Technology Center on the LAUSD campus with an estimated start date of Summer 2025. An instructor has been identified, and curriculum has been finalized to greenlight the program. Discussions are ongoing between the LAOCBTC Apprentice Readiness Fund and LAUSD to reintroduce MC3 curriculum and certifications on LAUSD High School campuses.

Metro will also continue to collaborate with the LA/OC Building Construction Trades Council and its union affiliates to assist in the recruitment efforts of workers.

D. Status Update to Board Motion 13.1

During Metro's Board meeting on March 27, 2025, the Board approved Motion 13.1, which was proposed by Directors Horvath, Hahn, Dutra, Solis, and Yaroslavsky (refer to Attachment A). Staff have been actively engaged in implementing, developing, researching, and meeting to advance the following initiatives and recommendations:

1. Expand Cultural Competency Plan requirements to integrate Community Benefits and Workforce Equity Components into RFP procurements.
 - DEOD has held several meetings with V/CM and PMO to strategize and identify an approach for incorporating community benefits and a workforce equity component into Metro's existing cultural competency framework. DEOD plans to submit a draft of this proposed language to V/CM and PMO for review and consideration in Fall 2025.
2. Establish a regional roundtable to activate discussions on goal setting for regional public

contracting agencies

- Metro's first Regional Roundtable meeting was hosted on June 24, 2025, with regional workforce contributors in attendance, the meeting objectives were to:
 - Discuss Challenges: To examine the challenges and opportunities around attracting and retaining women in the construction workforce;
 - Identify Solutions: To collectively identify solutions around attracting and retaining women in the construction workforce;
 - Take Action: Implement solutions, either as individual agencies or as a Roundtable.
- Key takeaways Metro learned from the Roundtable meeting were as follows:
 - Continued/stronger partnerships with workforce development boards to increase placement into training programs.
 - Jointly develop and seek legislative language making workplace harassment an OSHA safety guideline.
 - Identify and coordinate cross-agency investments into childcare and supportive services; and develop and implement cross-agency anti-harassment language and gender sensitivity training.
 - Identify and implement actions that address retention challenges especially for women and African American workers (last in and first out)
 - Regional data-sharing and participation tracking.
 - Invite additional representatives (e.g. public agencies, contractors, apprenticeship programs, and State agency representatives) into the conversation.

The next Regional Roundtable meeting is planned for October 2025. Both Los Angeles County Department of Equal Opportunity, and Los Angeles World Airports are the Co-Chairs of the Regional Roundtable collaborative.

3. Conduct a Women in the Trades Regional Summit

- The Women in the Trades Regional Summit will provide the next generation of female construction workers with insights into the benefits of working with trade unions and will connect them to valuable resources. This event aligns with the establishment of a Female Advisory Group as part of the Regional Roundtable. The proposed date for the event is scheduled for Q4FY26.

4. Establish a Female Advisory Group

- Advanced development of draft plan for a Female Advisory Group that will host its own Women in the Trades Regional Summit. The event will allow the future generation of female construction workers to learn about the benefits of working with the Trade Unions and connect them with resources. This will be done in conjunction with the Regional Roundtable described

above.

5. Launch a targeted social media campaign (Built by HER!) focused on women, youth, and mentorship opportunities.

The “Built by HER!” campaign launched in July 2025, targeting young women between the ages of 18 to 24, introducing a pipeline to construction careers by way of sourcing future construction workers to the Women Breaking Ground website. Posters have been produced in both English and Spanish and will be distributed to High Schools and Youth Career and Employment programs throughout the Region. Guests of Metro’s Gateway Headquarters building can see the Built by HER! advertisement on the Video Wall that is located on the 3rd level of Metro’s Gateway building outside of the boardroom, which will stream through October 16, 2025. In coordination with the Metro Marketing team, plans to launch the social media effort of this campaign are also planned.

Additionally, as a component of the approved Motion, an amendment by Director Dupont-Walker requested a report back on the status of efforts to address cultural competency requirements for historically underutilized populations, including other cultural sensitivities and disparities. In response to Director Dupont-Walker’s request in Motion 13.1, staff submitted a report on underutilized and underrepresented apprentices in the May 2025 quarterly update. The second part of the analysis will focus on journeyman workers in the same categories, which is underway.

- In April 2025, staff requested additional datasets from the LCP Tracker (a workforce online monitoring system) that include race and ethnicity as an extra variable/column. Although LCP Tracker produced the dataset, it only covered agencies in the five-county region and did not include data for Metro. LCP Tracker is currently working to retrieve the dataset for Metro.

E. Joint Development

Staff met with Metro’s Joint Development team, to discuss potential Joint Development and Childcare opportunities. During the meeting the team discussed future opportunities, plans for ongoing discussions, and the specific responsibilities and roles involved in Metro’s joint developments.

Metro partners with developers through its Joint Development Program to build transit-oriented developments on underutilized land near transit stations. In addition to the development of housing, and in furtherance of Metro’s Gender Action Plan, the ground floor spaces of these projects are opportunities to prioritize household-serving uses at transit stations.

The Joint Development process begins with a site-specific stakeholder survey to understand community desires for the property which includes questions about neighborhood-serving uses such as childcare centers. This community input is captured in Requests for Proposals and becomes part of the criteria against which developer proposals are evaluated. As Metro accelerates its Joint Development efforts to achieve the Board’s goal of growing the joint development portfolio to 10,000 Homes by 2031, as many as 20 new joint development opportunity sites are anticipated throughout the County.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Metro's Project Labor Agreement/Construction Careers Policy (PLA/CCP) supports strategic plan goal #3 to enhance communities and lives through mobility and access to opportunity.

EQUITY PLATFORM

Metro's Project Labor Agreement and Construction Careers Policy continue to create employment opportunities for marginalized community members in the construction industry for workers with historical barriers to employment.

Hundreds of disadvantaged workers have benefited in obtaining a meaningful career through Metro's PLA/CCP program which resulted in over \$129 million in paid wages to disadvantaged workers, from inception to March 2025. For the March - June 2025 reporting period \$3.3 million was paid to disadvantaged workers.

Metro has continued ongoing efforts undertaken by staff to increase female participation, including outreach to women in construction to obtain insight and best practices for contractors and female workers in the construction industry (details in Attachment B). In addition, Metro helps the Construction Building Trades unions to increase their female membership by encouraging contractors to hire/sponsor females into the construction trades and working with Metro's Women and Girls Governing Council (WGGC) to continuously uplift women into the construction industry. During the January - March 2025 reporting period staff presented the Workforce Disparity Report, that provided an assessment of the availability of female tradeswoman in the workforce, and recommendations to increase inclusion. Staff are moving forward with the next steps for the report, as directed by Motion 13.1 (Attachment A).

These strategies have contributed to an average female participation rate in Metro construction projects (3.72%) which is higher than historical participation rates in other non-Metro public works construction projects in the region (less than 2%) and the national average for women in construction (less than 4%). Additionally, staff monitors each project's female attainment monthly and assist contractors in continually increase female participation. Furthermore, the response to Motion 13.1 will help staff introduce collaborative mechanisms to increase female participation and identify additional cultural sensitivities and disparities for historically underserved populations as they seek employment in the trades. Expanding upon this response will assist staff in eliminating barriers for employment from these populations.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit. Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

While this item does not directly encourage taking transit, sharing a ride, or using active

transportation, it is a vital part of Metro operations, as it is the goal of Metro's PLA/CCP program to provide employment opportunities to economically disadvantaged individuals of Los Angeles County. Because the Metro Board has adopted an agency-wide VMT Reduction Target, and this item supports the overall function of the agency, this item is consistent with the goals of reducing VMT.

**Based on population estimates from the United States Census and VMT estimates from Caltrans' Highway Performance Monitoring System (HPMS) data between 2001-2019.*

NEXT STEPS

Staff will continue to monitor the contractors' efforts and initiate the various strategies and activities as outlined in this report. Staff will continue to provide updates on actions related to Motion 13.1 within future quarterly PLA/CCP reports.

ATTACHMENTS

Attachment A - Motion 13.1
Attachment B - PLA/CCP Quarterly Brochure
Attachment C - Active National and Local Hire Charts
Attachment D - Motion 33.1
Attachment E - Women in the Trades Resource Guide
Attachment F - Metro DEOD PLA/CCP Outreach Activities
Attachment G - Additional Data

Prepared by:

Oluwatimilehin (Tim) Famuyibo, Diversity and Economic Opportunity Department Representative (213) 922-2561
Angela Scott, Principal, Diversity and Economic Opportunity Department (213) 922-1028
Wendy White, Deputy Executive Officer, Diversity and Economic Opportunity Department (213) 922-2648
Tashai R. Smith, Executive Officer, Diversity and Economic Opportunity Department (213) 922-2128

Reviewed by:

Sharon Gookin, Deputy Chief Executive Officer (213) 418-3101

Digitally approved by *Stephanie Wiggins*, Chief Executive Officer



Metro

Board Report

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

File #: 2025-0237, File Type: Motion / Motion Response

Agenda Number: 13.1

REVISED
REGULAR BOARD MEETING
MARCH 27, 2025

Motion by:

DIRECTORS HORVATH, HAHN, DUTRA, SOLIS AND YAROSLAVSKY

Meeting the Moment:
A Regional Approach to Realizing LA Metro's Workforce Equity Goals Motion

Related to Item 13: Female Participation In Project Labor Agreement/Construction Careers Policy
Construction Projects

In February 2023, the Metro Board approved Motion 29 (Horvath, Mitchell, Bass, Solis, Hahn, and Dupont Walker) directing staff to commission a refresh of the Agency's 2019 Construction Workforce Disparity Study. The motion further directed staff to report back on the study's findings and recommendations; the potential application of cultural competency requirements in contractor and staff training and similar qualitative metrics that could be used in Metro's proposal evaluation and contracting processes; and the feasibility of creating bid preference incentives that can be applied to increase the number of women working on Metro funded construction projects.

In April 2024, Metro commissioned the Workforce Disparity Study, which aims to determine the availability and participation of female workers to meet the demand for future infrastructure projects, and address gaps in workforce diversity with a focus on increasing female representation. While Metro's female construction worker utilization (3.6%) exceeds the regional average (1.8%), it still falls short of the goal set by federal guidelines and adopted by LA Metro (6.9%). Women's participation varies significantly across different construction trades, with higher engagement in fields like laborers, electricians, and plumbers, but less in trades such as inspectors and operating engineers.

The study highlights numerous barriers to female participation, including challenges in recruitment, retention, and career advancement in a traditionally male-dominated industry. Women face difficulty accessing training opportunities and support networks, which affect their long-term success in the field, as well as systemic barriers, including childcare accessibility, reliable transportation, supportive work environments, and a workplace culture which continues to hinder women's retention and career advancement in construction. Additionally, over 20% of the region's female construction workers are over the age of 55, signaling an aging workforce that may face a shortage of younger female workers entering the industry.

The study goes on to outline critical strategies to increase female representation in the construction workforce, address barriers, set clear targets, and foster collaboration for long-term systemic change. These recommendations include, investing in services such as childcare and ensuring harassment and discrimination-free workplaces; establishing a regional coalition to address broader challenges facing women in construction; the enforcement of stronger hiring goals for women across all construction trades, ensuring contractors make concerted efforts to meet the 6.9% target; and utilizing procurement levers, such as bid preferences for contractors with strong diversity records, to encourage companies to hire more female workers.

Metro has done significant work toward realizing its female participation goal. Since the initial workforce disparity study, Metro has launched several initiatives, including outreach efforts to high schools that promote careers in construction and launching the Women Breaking Ground website, which serves as an essential one-stop resource for prospective female workers that has successfully supported to over 900 individuals eager to start a career in construction.

Additionally, Metro's ongoing partnership with Women in Non-Traditional Employment Roles (WINTER), a non-profit organization dedicated to workforce development for women, has reinforced the Agency's commitment to these efforts by offering employment assistance to program graduates.

In response to the updated study, Metro has identified a series of next steps intended to bolster female participation outcomes. These next steps include the expansion of Cultural Competency Plan requirements and the integration of workforce commitments like female participation into RFP procurements; the establishment of a regional roundtable with key stakeholders to develop a strategic action plan to enact meaningful, lasting change in the construction industry; hosting a Women in the Trades Regional Summit; establishing a Construction Female Advisory Group intended to provide mentorship, guidance, and best practices in fostering a more inclusive and diverse workforce; and launching a targeted social media campaign (Built By Her) to help build a stronger and more diverse pipeline of talent.

However, in the wake of the rescission of Executive Order 11246 (1965) which established contractor participation goals for minority and female employment and training on federally-funded or federally-assisted construction projects, there is a need to provide the region's contractor community with clarity on Metro's workplace goals and objectives, such as providing for an inclusive workplace culture, supportive work environments, a zero-tolerance policy for workplace harassment and effective reporting mechanisms, reliable transportation, and the provision of childcare resources, among others. As such the Next Steps provided in the associated Board report (2025-0036) should be established as Board policy.

Additionally, the 2025 Construction Workforce Disparity Study offers a series of procurement levers to advance gender diversity in the construction industry, such as instituting new contractor requirements on policies, procedures, and training programs to combat harassment and discrimination in the workplace; making female hiring goals a part of Metro's procurement process for Jobs Coordinators; and revising Cultural Competency Plan requirements to include distinct community benefits and workforce equity components. Ensuring contractor accountability is key to reaching Metro's workforce objectives and the Agency should be evaluating and scoring a contractor's past performance and whether prior commitments to hiring goals were met, along with proposals to provide childcare

resources to their workforce, among other criteria.

**SUBJECT: MEETING THE MOMENT: A REGIONAL APPROACH TO REALIZING LA METRO'S
WORKFORCE EQUITY GOALS MOTION**

RECOMMENDATION

APPROVE Motion by Horvath, Hahn, Dutra, Solis and Yaroslavsky that the Board direct the Chief Executive Officer to:

- A. expand the Cultural Competency Plan requirement to integrate Community Benefits and Workforce Equity components into RFP procurements, and identify mechanisms to embed workforce commitments, such as childcare accessibility, reliable transportation, supportive work environments and an inclusive workplace culture, ensuring alignment with Metro's broader workforce initiatives;
- B. establish a regional roundtable with the Program Management Office (PMO), general contractors' associations, contractors, the Los Angeles Department of Economic Opportunity (DEO), LA/OCBCTC, union trades, and other key stakeholders to develop a strategic action plan. Discussion should include, but not be limited to consistent goal setting for regional public contracting agencies, the provision and/or subsidization of childcare services similar to that of "TradesFutures" childcare pilots in Milwaukee and New York City, and "Care That Works" in Boston, and apprentice/journeyman ratios on construction sites. The roundtable should provide a unique forum for stakeholders to address the systematic barriers that confront the participation of women in the trades;
- C. conduct a Women in the Trades Regional Summit to bring together public agencies, trade unions, workforce development boards, and academic institutions to foster collaboration, share best practices, and drive commitments to increase female participation in the construction workforce;
- D. establish a Construction Female Advisory Group composed of experienced women in the Trades, which will provide mentorship, guidance, and best practices to help dismantle barriers for women in construction; and
- E. launch a targeted social media campaign (Built By Her) focused on women, youth, and mentorship opportunities. The social media campaign should be complemented with outreach to potential partners in the field of women's sports and the creative arts.

WE FURTHER MOVE that the Chief Executive Officer be directed to report back in June 2025 with a series of workforce equity components that could be embedded in RFP procurements, such as a contractor's previous commitments and attainment of workforce hiring goals, the maintenance of an inclusive and harassment-free workplace, and the provision or subsidization of childcare resources, that would generate more accountability for a contractor meeting proposed hiring goals.

DUPONT-WALKER AMENDMENT: Report back in May on the status of efforts to address cultural

competency requirements for the rest of the historically underutilized, including the other cultural sensitivities and the disparities that continue to exist and what factors to consider, and include best practices of those that took the scorecard seriously.

PLA/CCP



Metro's Project Labor Agreement and Construction Careers Policy

June 2025



Metro[®]



Overview

In January 2012, the Metro Board approved the Project Labor Agreement (PLA) with the Los Angeles/Orange Counties Building and Construction Trades Council and the Construction Careers Policy (CCP). The primary benefit of the PLA is that it encourages construction employment and training opportunities in economically disadvantaged areas throughout the United States on federally-assisted contracts. Another benefit is that it prohibits work stoppages.

The PLA goals are:

- > **40% participation of construction workers residing in economically disadvantaged areas**
- > **20% apprentice participation**
- > **10% participation of disadvantaged workers (meeting two of nine disadvantaged criteria)**

Consistent with the Board-approved PLA/CCP, prime contractors are required to provide monthly reports detailing progress towards meeting the targeted worker hiring goals. Additionally, per Metro's Labor Compliance policy, prime contractors provide Metro with worker participation data by ethnicity and gender. (See page 6).

Economically Disadvantaged – Area where the median household income is less than \$40K per year.

Disadvantaged – Economically disadvantaged; also satisfying at least two of the following nine categories: 1) homeless, 2) single custodial parent, 3) receiving public assistance, 4) lacking GED or high school diploma, 5) criminal record or history with criminal justice system, 6) chronically unemployed, 7) emancipated from foster care, 8) veteran from Iraq or Afghanistan war, or 9) apprentice with less than 15% hours needed to graduate to journeyworker. Criminal justice system percentages are a subset of the 10% Disadvantaged hours category.

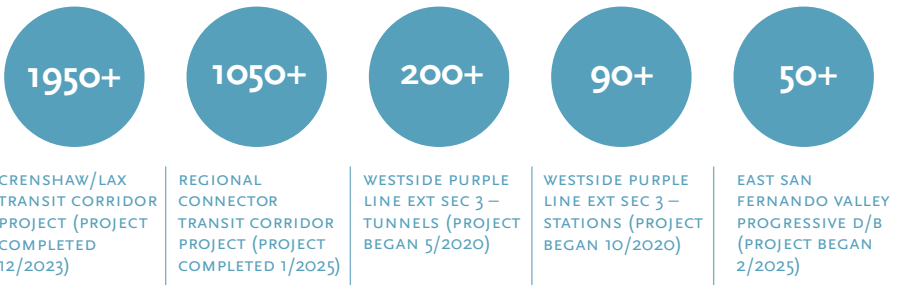
Figures at a Glance

PLA CONTRACTS – INCEPTION TO DATE

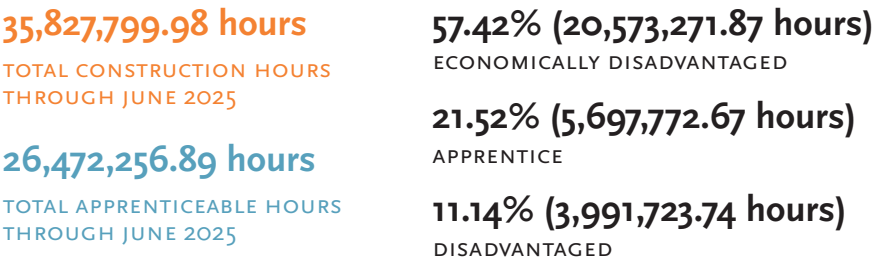


**Five projects have been awarded but has not yet started.*

APPRENTICE WORKERS



PLA WORKER HOURS (PROGRAM-WIDE) ACTIVE AND CLOSED PROJECTS



Fast Facts on Metro’s Project Labor Agreement

- > Metro is the **first** transit agency in the nation to adopt a PLA that includes a targeted hiring emphasis on apprentices, low income and previously excluded members of society into the trades.
- > The U.S. Secretary of Labor visited Metro and the Crenshaw/LAX Transit Corridor Project in August 2014 and highlighted the PLA/CCP as a success and national model.
- > **No** work stoppages or lockouts have occurred since the start of the program.



Female Participation in Construction

Through its Project Labor Agreement and Construction Careers Policy, Metro is striving to diversify the workforce on construction projects to improve access to career opportunities and serve as a catalyst for improving socio-economic status for minorities and women. Although the national average for women in the construction trades is below 3%, Metro's goal is to exceed a female participation goal of 6.9%. Metro's current female participation average is 3.72%.

In November 2017, Metro's board passed a motion authorizing the agency to create and publish a score card system that reflects percentages of women hired by Metro contractors; develop an incentive program to encourage contractors to exceed the national goal; and require contractors to demonstrate how they are promoting a diverse and inclusive work environment.

Women Build Metro LA (WBMLA)

Women Build Metro LA is a culmination of community advocates, stake holders and decision makers, including private and public sectors. Together we are committed to increasing the ranks of qualified women candidates for apprenticeship and placement with all Trades. With our partners and stake holders, including our Woman Build Metro LA Committee, we are passionate about increasing female participation, given that women currently make up less than 3% of the construction trade workforce. We are proud to educate and support women in construction under Metro's Project Labor Agreement and Construction Careers Policy.

Female Participation Score Card

JUNE 2025

The Metro Board voted to create a score card system to highlight those contractors who meet and exceed the female participation goal of 6.9% on Metro construction projects.

ACTIVE PROJECTS	PRIME CONTRACTOR	GRADE	%
Rail Operations Control (ROC) Chillers	Interior Plus	A	20.97%
Bus Divisions and Facilities Fire Alarm Replacements	Global Electric	A	16.14%
Div. 8 & Central Maintenance Facility (CMF) Bus Hoist Replacement	TransCal Services	A	8.26%
Division 20 Portal Widening Turnback	Tutor Perini Corp	B	6.14%
Crenshaw/LAX K-Line Paving and Improvement Project	Griffith Company	B	5.35%
Airport Metro Connector Transit Station	Tutor Perini Corp	C	4.43%
PS896166000 ESFV Progressive Design Build Phase 2	SFTC	C	4.42%
Westside Subway Extension Project, Section 1 – Design Build	Skanska, Traylor, Shea, JV	C	4.12%
Purple Line Extension, Section 3 – Tunnel Project D/B	Frontier Kemper/Tutor Pernin, JV	C	3.94%
Division 20 TPSS (PWT 2)	C3M Powersystems	C	3.79%
Crenshaw/LAX Construction Punch-out List	Griffith Company	C	3.67%
WPLE Section 3 Project VA Parking Structure	Swinerton Builders	C	3.27%
PS84667000 I-105 Expressway (CMGC)	Flatiron Myers JV	D	3.08%
Purple Line Extension, Section 3 – Stations Project D/B	Tutor Perini/ O&G, JV	D	3.05%
Division 9 Charging Infrastructure	Icon West, Inc	D	2.81%
Westside Purple Line Extension Project, Section 2 – Design Build	Tutor Perini/ O&G, JV	D	2.32%
PS85661000 G Line BRT Improvement	Valley Transit Partners	D	2.11%
I-605 South Street Off Ramp Improvements	Powell Constructors, Inc	F	0.78%
Fire Alarm Systems Replacement (5 Stations + Div. 20)	Cosco Fire	F	0.00%

A

6.9% and above

B

4.6% to 6.89%

C

3.1% to 4.59%

D

1.6% to 3.09%

F

0% to 1.59%

To view the Score Card detail summary, visit metro.net/pla.

Current PLA/CCP Project Attainments

TARGETED WORKER ACTIVITY BY ACTIVE PROJECT (CUMULATIVE)	% PROJECT COMPLETE	GOAL 40% ECON DISADV	GOAL 20% APPRENTICE	GOAL 10% DISADV	% OF DISADV WORKERS IN THE CRIMINAL JUSTICE SYSTEM CATEGORY
Westside Subway Extension Project, Section 1 – D/B	94.15%	63.89%	19.74%	11.67%	85.92%
Westside Purple Line Extension Project, Section 2 – D/B	89.95%	44.53%	20.18%	10.30%	49.85%
Purple Line Extension, Section 3 – Tunnel Project D/B	97.50%	42.25%	20.19%	10.97%	46.19%
Purple Line Extension, Section 3 – Stations Project D/B	85.83%	63.44%	21.32%	10.80%	83.17%
Purple Line Extension, Section 3 – Project VA Parking Structure	35.32%	51.52%	21.91%	12.79%	0.00%
Division 20 Portal Widening Turnback	79.60%	49.29%	20.17%	13.60%	37.58%
Division 20 TPSS (PWT 2)	88.27%	42.78%	32.32%	22.85%	75.06%
Crenshaw/LAX Construction Punch Out Work	87.18%	43.47%	20.20%	13.87%	86.94%
Rail Operations Control (ROC) Chillers	59.16%	74.68%	29.87%	61.42%	4.61%
Crenshaw/LAX K-Line Paving and Improvement Project	65.42%	37.43%	16.51%	1.50%	29.45%
I-605 South Street Off Ramp Improvements	87.17%	27.91%	22.85%	10.21%	0.00%
Division 9 Charging Infrastructure	41.16%	55.98%	16.23%	16.40%	61.89%
PS896166000 ESFV Progressive Design Build Phase 2	1.64%	36.33%	14.69%	8.27%	41.04%
PS85661000 G Line BRT Improvement	6.73%	48.70%	8.04%	5.21%	0.00%
Bus Divisions and Facilities Fire Alarm Replacements	30.30%	62.61%	50.69%	22.08%	0.00%
Div. 8 & Central Maintenance Facility (CMF) Bus Hoist Replacement	13.34%	38.68%	20.01%	4.81%	0.00%
Fire Alarm Systems Replacement (5 Stations + Div. 20)	10.41%	88.18%	37.70%	16.39%	14.65%
Airport Metro Connector Transit Project	100.00%	48.27%	21.02%	10.58%	59.19%
PS84667000 I-105 Expressway (CMGC)	3.89%	24.04%	9.41%	8.89%	24.02%

Project % completion is based on projected work hours
as provided by the prime contractors.

Data through June 2025

Current PLA/CCP Detailed Demographic Attainments

ACTIVE PROJECTS SUBJECT TO METRO'S PLA/CCP	AFRICAN AMERICAN	ASIAN	CAUCASIAN	HISPANIC	NATIVE AMERICAN	OTHER/ NOT SPECIFIED	GOAL 28.30% MINORITY	GOAL 6.90% FEMALE
Westside Subway Extension Project, Section 1 – D/B	6.65%	1.54%	18.02%	64.62%	0.72%	8.45%	73.53%	4.12%
Westside Purple Line Extension Project, Section 2 – D/B	4.59%	1.36%	18.09%	69.02%	1.21%	5.74%	76.18%	2.32%
Purple Line Extension Project, Section 3 – Tunnel Project D/B	6.36%	1.13%	22.49%	62.22%	0.80%	7.00%	70.51%	3.94%
Purple Line Extension Project, Section 3 – Stations Project D/B	5.77%	1.30%	16.67%	72.79%	0.22%	3.24%	80.08%	3.05%
Purple Line Extension Project, Section 3 – VA Parking Structure	2.36%	5.22%	3.90%	64.34%	0.12%	24.05%	72.04%	3.27%
Division 20 Portal Widening Turnback	4.42%	2.67%	16.79%	70.23%	1.29%	4.60%	78.61%	6.14%
Division 20 TPSS (PWT 2)	16.40%	0.08%	25.70%	53.31%	0.00%	4.51%	69.79%	3.79%
Crenshaw/LAX Construction Punch Out List	0.80%	0.26%	11.84%	52.53%	0.00%	34.57%	53.59%	3.67%
Rail Operations Control (ROC) Chillers	20.97%	0.00%	9.60%	67.54%	0.00%	1.88%	88.51%	20.97%
Crenshaw/LAX K-Line Paving and Improvement Project	2.71%	0.33%	11.65%	37.02%	0.00%	48.29%	40.06%	5.35%
I-605 South Street Off Ramp Improvements	0.65%	0.37%	10.51%	80.59%	0.02%	7.86%	81.63%	0.78%
Division 9 Charging Infrastructure	3.91%	2.29%	32.92%	23.72%	0.85%	36.31%	30.77%	2.81%
PS896166000 ESFV Progressive Design Build Phase 2	2.74%	2.30%	12.68%	43.66%	0.03%	38.59%	48.73%	4.42%
PS84667000 I-105 Expressway (CMGC)	1.99%	0.11%	21.51%	70.72%	0.23%	5.45%	73.05%	3.08%
PS85661000 G Line BRT Improvement	1.79%	0.00%	21.03%	38.91%	3.00%	35.27%	43.70%	2.11%
Fire Alarm Systems Replacement (5 Stations + Div. 20)	0.00%	1.16%	8.97%	37.68%	0.00%	52.19%	38.84%	0.00%
Airport Metro Connector Transit Project	2.70%	0.94%	13.77%	69.49%	0.77%	12.33%	73.90%	4.43%
Div. 8 & Central Maintenance Facility (CMF) Bus Hoist Replacement	0.00%	0.00%	10.76%	41.59%	0.00%	47.65%	41.59%	8.26%
Bus Divisions and Facilities Fire Alarm Replacements	0.00%	0.00%	31.02%	68.98%	0.00%	0.00%	68.98%	16.14%

Closed project attainments may be found by visiting Metro's PLA/CCP website at metro.net/pla.

Based on contractors reported data as of June 2025

Metro is building the workforce of tomorrow.

Metro's PLA/CCP facilitates new training and apprenticeship opportunities for workers across the region. These programs also help those who reside in economically disadvantaged areas to find jobs and training opportunities on Metro projects.

Here's a look at just a few of the workers who have found success working on PLA and Measure R projects:



Frances Macias Aguilar

Frances Macias Aguilar is a mother of eight who has a passion for the construction trades. As a member of Laborers Local 300, Frances is certified in lane closures and works on the team that handles traffic control for the Regional Connector Transit Corridor Project in the heavily congested streets of downtown Los Angeles. Frances' job is to close street lanes to traffic throughout the various active construction sites in the city. Francis says joining the laborers has changed her life dramatically, she looks forward to moving up the ladder and bringing more females into this male-dominated field.



Anna Aguirre

Anna Aguirre was born and raised in Downey, CA. She attended Downey High School and worked toward her higher education degree at Rio Hondo College in the field of Merchandising and Marketing. She continued to work in the retail industry for the next 10 years, until she decided to change her career path. Following this decision she attended an outreach event for women in the trades, where she was able to meet staff from Laborers Local 1309. Anna was so fascinated by the opportunities in trades, that she quit her job in retail and started to seek sponsorship opportunities into the Local 1309. With the sponsorship of the Local 1309 she was dispatched to The Griffith Company as a General Laborer, working on the Rail-to-Rail project. For the past two years, she has been working hard on this project and has rose to the level of a 3rd period apprentice. Besides being a General Laborer at The Griffith Company, Anna is a proud mother of one son, age 6. She credits the Local 1309 and Griffith Company for being able to provide a quality life for herself and her son.



Patricia Allen

As a child, Patricia was determined to be different and reject the gender roles that were expected of her. After making some mistakes within the justice system, Patricia decided that she needed to make a positive change in her life. Fourteen years ago, Patricia found the change she was looking for when a friend suggested that she look into a career in construction and encouraged her to register for the Laborers Union Bootcamp, and that's just what she did. While in training, Patricia earned the respect of her female peers and motivated them to push themselves as she had, to overcome the fear of entering a male dominated field and constantly reminded them to work hard because, "You are only as good as your training." Throughout her career in construction, Patricia has been able to provide a comfortable life for herself and her son. Patricia also has the distinction of being the only female miner on the Westside Purple Line Extension Project and hopes that her work will inspire other women to follow in her footsteps.



Sophia Burruel

Sophia Burruel was born and raised in San Pedro, CA. and is dedicated single mother of four, with two sons and two daughters. Sophia's career began working in the medical field at Torrance Memorial, and then moved on to working at a refinery. After giving birth to her fourth child, Sophia realized that she needed a new career path to support her family. Introduced to the building trades by her siblings, she joined Local Union 1309 in 2016, and is now a Journeyman working on Metro's Eastside Access Improvement Project in the Crenshaw District of South Los Angeles. Sophia shared that she has enjoyed working with her sisters and brothers in the Union, while creating a special bond with those around her. More importantly, the working in construction has allowed her to earn a more desirable wage, learn new skills, and provide a good life for her family.



Natalie Cervantes

Natalie Cervantes is a 29-year-old Electrical Inside Wireman who represents Local Union IBEW 11. Natalie has been working on the Purple Line Extension 1 project for the past year and a half. Prior to her career in construction, Natalie was self-employed and struggling to make ends meet. She decided that she wanted to go into the construction industry to have a more stable, well-paying job. Compared to her old career path, she finds that a career in construction is more fulfilling, since she can learn something new every day to keep the job interesting. The need for Natalie to find another career path was also necessary to support her family, since she is a single mother of 4. A career in construction provided her with great benefit that she can take advantage of. There are better working hours, which has allowed her to finish work and still have time to take care of her kids. With better pay, she has been able to consistently provide for her family and make ends meet.



Katherine Cruz

Katherine Cruz wanted a career that didn't keep her behind the desk. She wanted to be challenged, so she "traded in her high heels for steel toed boots". Starting off her construction career as a single mother of four, Katherine joined the Local 300 Laborer's Union and began to work on the Purple Line Extension 1 project as an Apprentice. She then worked her way up to Journeyman to help construct the Regional Connector project. Throughout Katherine's career she has been honored by local, state, and federal officials as she has been groundbreaking in her own right as one of the few women who first began working on these Mega projects. With her determination she was hired as the first female Instructor for Local 300's Laborer's Training School. Today, Katherine is not just a role model to her peers and students, but also to her daughter, Genesis who followed in her footsteps and joined Local 300 Laborer's Union.



Guy Denuccio

Guy is a 1st Period Laborers Apprentice on Metro's Purple Line Extension, Section 1 project. A native of Southern California, Guy enjoys baseball and was a standout athlete in his youth. Before working for Skanska on PLE Section 1, Guy made some regrettable decisions and was incarcerated for nine years. While incarcerated, he vowed to never repeat the same mistakes and promised himself he would get out and begin a life and career his family would be proud of. After being paroled, Guy enrolled in an MC3 training program. After completion, he was given the opportunity to begin working right away. Guy thinks back to his time in the criminal justice system and says, "I'm never going back; this opportunity has given me a chance to change my life and I am proud to be part of building the future of Los Angeles."



Catherine Dillon

Catherine Ann Dillon was born in Lancaster, CA, and was educated through the Saddleback Academy homeschool program. After high school, she worked at a Scout Camp for young adults. While working at the camp, Catherine watched her father welding, and she showed interest. He began to teach her basic welds. From that point, Catherine decided to reach out to Ironworkers Local 433 and register with their Union. Shortly after registering with Local 433, Catherine contacted Skanska, and seeing her potential, they sponsored her into the union. Catherine is now an Eighth Period Apprentice and loves being a part of the team working on Metro's Westside Purple Line Extension Project.



Jenna Dorrrough

In 2017, Jenna Dorrrough graduated from Women in Non-Traditional Employment Roles' (WINTER) pre-apprenticeship training program as a Carpenter. Since then, Jenna has become certified in OSHA 30, CPR and HAZPOWER training and recounts her story on how she became interested in the building trades. Originally a security guard on a construction project, she was inspired by women on the job site, considering construction is traditionally a male-dominated field. Currently, Jenna is working on Metro's Regional Connector project as a Carpenter where she works every day to gain as much knowledge as possible and ultimately achieve her goal of becoming a crane operator and welder. With her success, Jenna was honored by WINTER this past November 2018 as the Female Craft Worker of the Year.



Darius Douglass

Darius Douglass, a 37-year-old Compton, CA native, began his career in construction after serving in the United States Airforce for 3 years and retiring in rank as an Airman First Class. Through his friends, Darius was introduced to the Helmets to Hardhats Construction Apprentice Readiness Training Program. Due to his training, he was convinced that a career in the building trades would be interesting and exciting, while allowing him to support himself and his family. Five years ago, Darius entered the Pipefitters Local 250 and in 2022, he began to work on Metro's SEED LA School construction project. He shares his love for his work by stating that he built friendships and lifelong connections within his field.



Jermaine Edwards

Jermaine Edwards was born and raised in Southeast Los Angeles. After time in prison, he decided he wanted to turn his life around and begin a career in construction, and found an opportunity to work as a Skill Craft Laborer on the Crenshaw/LAX Transit project. Jermaine remains humble about his current success, and even mentors some of his fellow coworkers who have recently transitioned from the prison system into the workplace.



Eric Falcon

After spending 15 years of incarceration, Eric Falcon vowed to never return to prison. Eric wanted a better life for himself and his family, which led him to attend a pre-apprenticeship training sponsored by Southwest Carpenters Training through the "My Brother's Keeper" program. Upon completion of the program, Eric was hired as a Carpenter (Local 409) on the Westside Purple Line Subway Extension Project, Section 1. A husband and father of three, Eric grew up in the South Los Angeles area, where he continues to reside and raise his family. Eric is grateful for the opportunity that Westside Purple Line team has provided him.



Jessica Flores

Born in East Los Angeles, Jessica attended Eagle Rock High School. Later, Jessica obtained her Welding certificate from Pasadena City College. While working at the Broad Art Museum, Jessica observed the construction work taking place across the street at Metro's Regional Connector project site. Through this interest, Jessica made the courageous decision to begin a career in construction. Jessica registered and completed the Laborers Union Bootcamp construction training program. Upon completion of her rigorous training, she immediately applied for work at the Regional Connector project and was hired by Skanska. Proudly, Jessica is now a Sixth Period Apprentice and loves her new career.



Yurvina Hernandez

Before becoming a Laborer Apprentice, Yurvina Hernandez had never considered going into the field, even though her family owns a construction business and she grew up around the industry. Yurvina's sister-in-law encouraged her to join a construction training program along with her, and Yurvina quickly discovered that she enjoyed the job. She went on to graduate from the boot camp and joined her union, Local 300. Now, Yurvina is a Level 4 Apprentice on the Purple Line Extension Section 3 Tunnels project. Working at the ground level, she inspects segments of the massive tunnel boring machines, and guides crane operators as they lower equipment into the tail track exit shaft, which is the staging area that leads into the underground tunnels. Yurvina would tell anyone considering a career in construction, especially women, "Never be afraid to try something new." After all, that's exactly what she did.



Christina Lara

Christina Lara comes from a construction family; both of her parents retired from Laborers Local 300. Prior to this project, Christina installed industrial water pipelines in Pasadena. In the beginning of 2022, Christina followed in her parents' footsteps and became a Journeyman for Local 300. Shortly afterwards, Christina began to work on her first tunnels project, Metro's Purple Line Extension 3. At this project Christina has learned a lot from her colleagues and was recently promoted to a Miner position, which is an opportunity that few women have. In her position, Christina spends the entirety of her shift working underground as a bottom lander, where it is her responsibility to support the ongoing work in the tunnels by coordinating equipment going back and forth to the surface. So, while her work can be exhausting, it is also rewarding. "At the end of the day, you feel like you've had a purpose" she explains, "You've been successful in achieving something."



Dezdon Lewis

Dezdon Lewis was recently awarded the prestigious "Participant of the Year" award from Playa Vista Jobs (PV Jobs) and a Certificate of Recognition from Congresswoman Lucille Roybal-Allard. After being incarcerated for a number of years, Dezdon knew it was time to make a change and teamed up with PV Jobs, who helped him get a job placement within the building trades on Metro's Crenshaw/LAX Transit Corridor project. For Dezdon, what began as an entry-level ditch digging position has transitioned into a role of leadership and responsibility, where he is now an Inspector in Charge of Segment Eight Health, Safety and Environment on the project. Dezdon recounts his journey from his time in the criminal justice system to his new leadership role, and actively encourages former inmates to "look above" their situations, create life goals and stick to them.



Belia Lopez

Belia has always taken a nontraditional approach to life. Since her youth, she has always enjoyed working with her hands and was always fascinated with figuring out how things work. After working in autobody shops for over five years, Belia decided it was time to make a change. The construction industry seemed like a natural transition and she enrolled in an MC3 training program. Belia is currently a 1st Period Apprentice with IBEW Local 11 and is working as an electrician on Metro's Purple Line Extension, Section 1 project. Belia states that she has enjoyed every aspect of the challenges she has faced in the construction industry and looks forward to continuing her personal growth and development in the trades.



John Mackey

John Mackey works on the Regional Connector project in downtown Los Angeles. Although he struggled with finding a job, he says his new position changed his life dramatically and has allowed him to successfully save money, and he plans to start his own business. Due to this job, he is no longer living at the LA Mission on Skid Row and has moved to a transitional living home. John compared his new job on the Regional Connector project to "winning the lottery."



Marelly Mendoza

Marelly Mendoza is a single mother of four and native of Los Angeles, California. A few years ago, she was introduced to construction by family and found her calling in the building trades. Since then, she has completed the Laborer's Training Academy and began her career in the trades as Laborer with Local 300. Marelly's journey in the trades has led her to work on mega projects, including Metro's Crenshaw/LAX Transit Corridor and most recently, Metro's Purple Line Extension, Section 2.



Samantha Miramontes

Samantha Miramontes started as a "top lander" on the project. That means she helped to organize all of the supplies that needed to be sent to the miners underground. Over the past year-and-a-half, she has been promoted to Lead and now Surface Foreman, overseeing all of the heavy equipment and materials going down to the tunnels. Samantha has been a member of Laborers' Local 300 since 2015 and worked on major infrastructure projects throughout Los Angeles. She credits the strong leadership and communication on her teams for supporting her career. The job requires her to constantly grow and continue asking questions. Working in construction, Samantha believes, has helped to build her character and instill self-respect. She may work on the surface, but the job is much deeper than that.



Ricshawn Moore

Growing up, Ricshawn Moore faced all of the challenges many of our young men face in today's communities. Raised by a hardworking mother in Compton after his father passed away when Ricshawn was just two, he spent too much time on the streets as a teen and ended up struggling with gangs. Ricshawn kept an open mind, worked hard and today is earning a living as a union-scale laborer on the much-anticipated Crenshaw/LAX Transit Corridor Project.



Cynthia Piña

Cynthia Piña grew up in Rosemead, CA, and moved to Watts 10 years ago. During her time in Watts, she became involved with the wrong crowd and moved in and out of the justice system. As a mother of two, she was determined to turn her life around. She enrolled herself in a pre-apprenticeship program and upon completion was hired as a Laborer (Local 300) on the Westside Purple Line Subway Extension Project, Section 1. Through hard work and dedication, Cynthia now is a 4th Period Apprentice, continually learning new skills and progressing in her trade.



Lance Reed

Raised in Whitter, California, Lance Reed began his career in construction when a representative from the Laborers' Union visited the prison where he was incarcerated. The union offered a training program to help prepare individuals to apply for jobs in the industry, and Lance saw this as a chance to set himself up for success after his release. Lance was eventually hired by Valverde Construction, and today he is a General Superintendent. He manages field operations for Valverde Construction on Sections 2 and 3, where he mostly works underground, relocating and installing utility lines. Lance is proud of the work he does and looks forward to the project's completion, when he can visit the finished stations with his children and grandchildren to show them what he helped build. "If you never give up and continue working hard," Lance says, "anything can be done."



Rhonda Rodriguez

When asked why Rhonda Rodriguez chose to being her career in construction, she responded, "well, I had some challenges in my past that did not afford me to find a career that would allow me to feel fulfilled and sustained, so I decided to make a bad situation into a positive one". Now, the only female Foreman on Metro's SEED LA School project, Rhonda is calling the shots. Reigning from the San Gabriel Valley and standing a whopping 4' 113/4", Rhonda attended the construction pre-apprentice training school offered at Cerritos college and then joined the Iron Workers Union Local 433. Completing her apprenticeship, and graduating to Journey level, Rhonda had proven to her superintendent that she may be "small in stature, but big in performance and personality", and was promoted to foreman on the SEED LA School project. At her project site she is a well-respected team member and continues to enjoy and excel in her knowledge of her craft and promotes other women to enter the building trades as their next career path.



Petra Sanchez

Petra Sanchez is a single mother of two and a former Jobs Coordinator for Women in Non-Traditional Employment Roles, (WINTER). When her role with WINTER came to an end, Petra decided that she would pursue the very same path she had been leading other women to pursue in WINTER's pre-apprenticeship training program. Since completing her training, Petra has been working on Metro's Crenshaw/LAX Transit Corridor project as an Operating Engineer. Petra states that this new opportunity has provided the stability and flexibility that she was looking for and she is thrilled to be part of the city's transportation future.



Kimberly Taylor

Kimberly Taylor is a veteran of the construction industry. Seven years ago she decided that she wanted to be part of something more challenging, both mentally and physically; and she decided that construction was the career for her. Today, Kimberly is working on Metro's Westside Purple Line Extension Project as a Gas Detection Technician. Kimberly plays a vital role not only ensuring the safety of her fellow workers on this project but also keeping the project on schedule. She is proud of the work she does and the impact that women like her have made in this industry.



Jason Thomas

After spending some time in prison, Jason Thomas attended a pre-apprenticeship boot camp sponsored by the Los Angeles County Federation of Labor/LAOC Building Trades, Los Angeles Trade Technical College and ARC. The day after his graduation, Jason interviewed with Walsh Shea Corridor Constructors, and now is working on the Crenshaw/LAX Transit Corridor project, as an Operating Engineer (Local 12).



Melinda Thomas

Melinda Thomas is from Los Angeles, California and started her career in construction with the Local 300 Laborers' Union. She is currently a General Laborer for the Purple Line Extension Section 1 Project. For the past 7 years she has worked on the PLE1 construction site, to improve Los Angeles' public transportation infrastructure. Melinda manages a variety of duties, mainly at the entrance of the PLE1 site. There, she works as a traffic control flagger that allows worksite vehicles to enter/exit the construction site in a manner that doesn't create a traffic hazard. In addition, it is her responsibility to keep the construction site secure by monitoring and verifying that only authorized individuals are accessing the construction site. Lastly, she directs where the supplies go within the construction site, to keep the project area safe, and organized for all her fellow laborers.



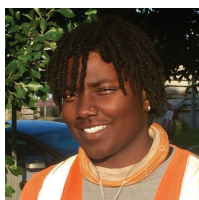
Angel Valles

Angel Valles is relatively new to the construction industry having only entered the "My Brother's Keeper" program for construction pre-apprentice training last year. Since then, Angel has relished the opportunity to develop the skills necessary to have an impactful and lasting career in the industry as a Carpenter. For the past seven months, she has been working as a 1st Period Apprentice on Metro's Regional Connector Transit Corridor project. When asked what triggered her interest in the trades, Angel responded, "I wanted a physically demanding career that would allow me to use my hands and teach me the skills I need to become a better carpenter."



Lorrie Williams

Lorrie is a 3rd Period Apprentice from the Pile Drivers/Carpenters Union working on the Regional Connector project. Lorrie started her career in the trades later than most, having spent many years working in refineries as fire-watch and performing other related tasks. Lorrie decided that she wanted to know more about the construction industry and work in something more hands on, which led her to join the trades. After completing the Maxine Waters MC3 program, Lorrie attended an event where she met representatives from Skanska, the prime contractor for the Regional Connector project. Lorrie found that safety is a big area of interest for her and hopes to work in safety coordination one day. Currently, she holds eight OSHA certificates and is working on obtaining the Construction Health and Safety Technician (CHST) certificate. Lorrie wakes up happy to go to work and loves that she can be a part of history by shaping the LA landscape for future generations.



Whitney Winans

Whitney Winans, a determined 25-year-old from Compton, CA, who now resides in South Los Angeles, does not let anything stand in the way of her success. As a participant of the Southwest Carpenters Training through the “My Brother’s Keeper” program, Whitney is now a 1st Period Apprentice working on the Crenshaw/LAX Transit Corridor Project. Whitney encourages other young women to consider a career in construction.



Marvin Wong

Marvin Wong started his career in construction in 2016, after serving as a United States Marine from 2003 to 2007. Once Marvin left the service and returned home, he fell into trouble and faced some legal issues, resulting in him serving time in prison. After his release, Marvin resided at the VA transitional housing, and wanted to change his life and get back on track. At the VA, Marvin was referred to a construction pre-apprenticeship program with Career Expansions, Inc. After graduating from the program, he was later sent to the Westside Purple Line Project 1 project and was hired as a First Period Apprentice. Through his newfound employment, Marvin has risen through the ranks quickly and will soon be at a Journey level. Marvin’s success has afforded him to gain a stable lifestyle and the opportunity to purchase his first home. Today, Marvin speaks to other veterans about the construction industry and how the benefits can change their lives as it has done for him.

Pilot Local Hire Initiatives

The Federal Transit Administration (FTA) has announced an initiative to permit FTA recipients and subrecipients to utilize geographic, economic, or other hiring preferences on FTA-Funded construction projects. This initiative will be carried out as a pilot program for a period of four years (unless extended) under authority provided in the Consolidated Appropriations Act, 2021, the Federal grants management regulation, and a recent Office of Management and Budget Memorandum (March 19, 2021). The new Pilot Local Hire Initiative enables Metro to implement local hiring requirements on United States Department of Transportation (USDOT) contract opportunities advertised during the four-year pilot period of May 21, 2021 through May 21, 2025.

Contact Us

For more information, please contact Metro's
Diversity & Economic Opportunity Department:

Tashai Smith, *Executive Officer*
213.922.2128

Wendy White, *Deputy Executive Officer*
213.922.2648

Angela Scott, *DEOD Principal*
213.922.1028

Tim Famuyibo, *DEOD Representative*
213.922.2561

PLA Hotline
888.887.3674



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Attachment E – Active National and Local Project Charts

Chart A. - Active National Projects

Project Name	Prime Contractor	Project Completion Percent	Targeted Worker Goal (40%)	Apprentice Worker Goal (20%)	Disadvantaged Worker Goal (10%)	Female Utilization Goal (6.9%) & Grade	Percentage of Disadvantaged Worker Participation that are in the Criminal Justice System (*)
Westside Subway Extension Project, Sec 1	Skanska-Taylor-Shea, JV	94.15%	63.89%	19.74%	11.67%	4.12% = B	85.92%
Purple Line Ext. Sec. 3 – Stations Project	Tutor Perini/O&G, JV	85.83%	63.44%	21.32%	10.80%	3.05% = C	83.17%

Please refer to Attachment A (PLA/CCP Brochure) for additional information on each project.
Project Completion Percent is based on estimated work hours as provided by the Prime.

Chart B. - Active Local Hire Projects

Project Name	Prime Contractor	Project Completion Percent	Local Worker Goal (40%)	Apprentice Worker Goal (20%)	Disadvantaged Worker Goal (10%)	Female Utilization Goal (6.9%) & Grade	Percentage of Disadvantaged Worker Participation that are in the Criminal Justice System (*)
Westside PLE Project, Section 2 – D/B	Tutor Perini/O&G, JV	89.95%	44.53%	20.18%	10.30%	2.32% = D	49.85%
Purple Line Ex. Sec 3 – Tunnels Project	Frontier Kemper/Tutor Perini Corp.	97.50%	42.25%	20.19%	10.97%	3.94% = C	46.19%
Div. 20 Portal Widening Turnback Project	Tutor Perini Corp.	79.60%	49.29%	20.17%	13.60%	6.14% = B	37.58%
Airport Metro Connector Transit Station	Tutor Perini Corp.	100%	48.27%	21.02%	10.58%	4.43% = C	59.19%
Division 20 TPSS (PWT 2)	C3M Power Systems	88.27%	42.78%	32.32%	22.85%	3.79% = C	75.06%
CLAX Construction Punch Out Work	Griffith Company	87.18%	43.47%	20.20%	13.87%	3.67% = C	86.94%
WPLE Section 3 Project VA Parking Structure	Swinerton Builders	35.32%	51.52%	21.91%	12.79%	3.27% = C	0.00%
Crenshaw/LAX K-Line Paving and Improvement Project	Griffith Company	65.42%	37.43%	16.51%	1.50%	5.35% = B	29.45%
I-605 South Street Off Ramp Improvement	Powell Constructors Inc	87.17%	27.91%	22.85%	10.21%	0.78% = F	0.00%
Bus Divisions and Facilities Fire Alarm Replacement	Global Electric	30.30%	62.61%	50.69%	22.08%	16.14% = A	0.00%
ESFV Light Rail Transit Line Project	San Fernando Transit Constructors	1.64%	36.33%	14.69%	8.27%	4.42% = C	41.04%
G-Line BRT Improvement	Valley Transit Partners	6.73%	48.70%	8.04%	5.21%	2.11% = D	0.00%
105 Expressway Construction	Flatiron Myers JV	3.89%	24.04%	9.41%	8.89%	3.08% = C	24.02%
Division 8 and CMF Bus Hoists Replacement	TransCal Serv	13.34%	38.68%	20.01%	4.81%	8.26% = A	0.00%
Division 9 Charging Infrastructure	Icon West Inc	41.16%	55.98%	16.23%	16.40%	2.81% = D	61.89%
ROC Facility Chillers Replacement	Interior Plus	59.16%	74.68%	29.87%	61.42%	20.97% = A	4.61%
Fire Alarm Systems Replacement	Cosco Fire	10.41%	88.18%	37.70%	16.39%	0.00% = F	14.65%

Please refer to Attachment A (PLA/CCP Brochure) for additional information on each project.
Project Completion Percent is based on estimated work hours as provided by the Prime.

*Part of Metro’s PLA/CCP workforce requirement is the utilization of disadvantaged workers on projects. One of the nine criteria (Attachment A) for a Disadvantaged Worker is having a criminal record or former involvement with the criminal justice system, a barrier that has been historically difficult for individuals to overcome. The data shown in the tables above (last column) is the percentage of Disadvantaged Workers (based on hours worked) that have criminal records or involvement with the criminal justice system.



Board Report

File #: 2017-0786, **File Type:** Motion / Motion Response**Agenda Number:** 33.1

**REGULAR BOARD MEETING
NOVEMBER 30, 2017****Motion by:****Kuehl, Hahn, Garcetti, Dupont-Walker, Solis, Barger, and Bowen**

Related to Item 33: **Encouraging Contractors to Increase Women's Workforce Participation on Metro Construction Projects**

In 1978, Executive Order 11246 by then President Jimmy Carter, established the nationwide female utilization goal for hours worked on federally funded construction projects. In 1980, the specific goal of 6.9% was established by statute. While the goal has been in effect for more than 37 years, the attainment rate continues to fall short. The national average is below 3%, the state of California average is 2.1%, and Metro is currently averaging 3.35%.

Since 2012, Metro's Project Labor Agreement (PLA)/Construction Careers Program (CCP) has proven that diversifying the workforce on construction projects can improve access to career opportunities and served as a catalyst for improving socio-economic status. While the Metro PLA/CCP has met or exceeded its targeted hiring goals aimed to provide jobs to economically disadvantaged workers, females remain significantly underrepresented on construction projects.

With the passage of Measure M, Metro will oversee the largest public works program in the country. Forty major capital projects are planned over the four decades. Measure M projects are expected to generate more than 450,000 construction-related jobs. There are many benefits for women who consider employment in the construction field - namely, the relatively minor gender pay gap, women earn 93% of what men make in union construction jobs as opposed to 80% on average in other jobs.

A review of best practices from around the country found that cities like Seattle and Boston are exceeding the female utilization goal by integrating a supply and demand strategy to increase gender diversity on construction projects. Some of the barriers to attract women to the male dominated construction industry are: 1) a lack of awareness of job opportunities, 2) the need for supportive services (ie pre-apprenticeship opportunities), 3) the lack of owner/agency support, and 4) a lack of female gender supportive culture at the work site.

On the supply side, Metro is initiating a disparity study for female utilization on construction projects. This study, due to be completed in a year, will determine the availability and utilization of women on Metro projects. In addition, Metro programs, such as Women Build Metro LA, are hosting apprenticeship fairs and boot camps focused on introducing women to construction related jobs. On

the demand side, Metro's PLA/CCP and passage of Measure M ensure that jobs are available. Metro's recent establishment of the Women and Girls Governing Council applies a gender lens to Metro's policies and programs to increase opportunities for women in the workforce, both at Metro and its contractors. These programs are all great steps but more can and must be done. The Metro Board is in a unique position to promote accountability in this policy area. Workforce utilization goals should be a floor, not a ceiling. While there are limitations based upon Prop 209, there are opportunities for this Board to play an active role in recognition of contractors who meet and exceed the female utilization goal and encouraging contractors to provide supportive and inclusive work culture and conditions in the field.

**SUBJECT: MOTION BY DIRECTORS KUEHL, HAHN, GARCETTI,
DUPONT-WALKER, SOLIS, BARGER AND BOWEN**

**ENCOURAGING CONTRACTORS TO INCREASING WOMEN'S
WORKFORCE PARTICIPATION ON METRO CONSTRUCTION
PROJECTS**

WE THEREFORE MOVE that the Board direct the Chief Executive Officer to:

- A. Create a report card/score card system reflecting attainment of the female utilization goals for Metro PLA contractors that is aimed at encouraging contractors to exceed the current goals;
- B. Publish the report card quarterly on the Metro website and as part of the quarterly PLA report to the Metro Board. In addition, report to the Metro Board on ways in which the report card could be reviewed and considered by Metro in upcoming contract opportunities;
- C. Develop an incentive program to encourage contractors to exceed the 6.9% female utilization goal, such as a one-on-one meeting comprised of the Chair, a Board Member, and the CEO; and
- D. Develop a provision to the Employment Hiring Plan that requires contractors to demonstrate how they create/promote a diverse and inclusive work environment in the field (i.e. child care, restrooms, sexual harassment prevention). This should include, encouraging contractors to work with the Los Angeles County Department of Public Social Services to learn of the current resources available to working women.

PLA/CCP



Women in the Trades Resource Guide

A Comprehensive Guide to Recruit, Employ
and Retain Women in Construction Careers



Metro[®]



Encouraging Contractors to Increase Women's Workforce Participation on Metro Construction Projects

The purpose of this resource guide is to provide insight and best practices to contractors and female workers in the construction industry. This guide should be used as a toolkit for contractors to recruit, employ and retain women in construction careers. Metro encourages contractors to not only use the resources in this guide, but to share this information with their subcontractors, jobs coordinators, site foreman and construction workers. Additionally, contractors are to use the toolkit to promote an inclusive workforce to foster a safe, productive and diverse work environment.

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1. Outreach Strategies

An effective outreach strategy is critical in reaching women candidates interested in construction careers. Contractors should conduct outreach for each construction project and should participate in events sponsored by community-based organizations. Examples of the most effective outreach strategies include:

a. Conduct outreach job fairs for your construction projects.

- > Invite jobs coordinators, Metro staff and the Los Angeles/ Orange County Building and Construction Trades Council (LA/OCBCTC) to attend your outreach event and provide support. Contact the joint labor-management apprenticeship programs of the building trades-affiliated unions: laocbuildingtrades.org/apprenticeship-building-trades.
- > Conduct job fairs prior to the start of the construction project, periodically, or as needed as appropriate on large projects.
- > Properly advertise the job fair to receive maximum participation and highlight the opportunities and benefits that can spark interest for women construction workers in your advertisement.

b. Establish a collaborative workforce network with the job coordinators and workforce partners, such as America's Job Centers of California (AJCC). Participate in their outreach events, which are listed on their websites. A few of the workforce partner organizations are:

1. Women Build Metro Los Angeles outreach events
2. Women in Non-Traditional Employment Roles (W.I.N.T.E.R.)
3. Flintridge Center
4. LAX Pre-Apprentice Construction Training
5. Playa Vista Jobs (PV Jobs)
6. 2nd Call
7. Friends Outside in Los Angeles County
8. Youth Build

C. Utilize Los Angeles WorkSource Centers/AJCCs to sponsor or host on-site recruitments at their locations. Publicize your efforts to attract the candidate pool in which you need to fulfill your specialized hiring requirements. Below is a list of Los Angeles City and County-funded WorkSource/AJCC centers that have construction sector recruiting and/or training initiatives.

1. Goodwill Industries (Northeast Los Angeles WorkSource Center): info@goodwillsocal.org
2. Coalition for Responsible Community Development (Vernon – Central/LA Trade Tech College WorkSource Center): coalitionrcd.org
3. Arbor ResCare East Los Angeles:
rescare.com/workforceservices/locations/?state=California
4. Managed Career Solutions (MCS) Pomona Valley:
mcsocalifornia.com/locations
5. El Proyecto del Barrio (Sun Valley WorkSource Center):
elproyecto.us
6. Harbor Gateway (Harbor/San Pedro WorkSource Center):
pacific-gateway.org/harbor
7. South Los Angeles (LA Southwest College):
jvsla.org
8. South Bay/Inglewood One Stop: sbwib.org/home
9. Housing Authority of the City of Los Angeles: (HACLA Watts WorkSource) Center: ewddlacity.com/index.php/employment-services/adults-age-24-and-older/worksource-centers#watts-los-angeles
10. Asian American Drug Abuse Program (AADAP West Adams WorkSource Center): aadapinc.org
11. Veterans AJCC (Bob Hope Patriotic Hall, LA): jvs-socal.org/programs-and-services/worksource-center-services/overview

12. United Auto Workers (UAW Crenshaw South Los Angeles WorkSource Center): letc.com
 13. Watts Labor Community Action Committee (WLCAC Watts WorkSource Center): wlcac.org
 14. Pacific Asian Consortium in Employment (PACE WorkSource Center): pacela.org
- d. Coordinate with Metro's Workforce Initiative Now-Los Angeles (WIN-LA) to provide supportive services and career coaching for candidates seeking careers in the construction industry. To learn more about WIN-LA, please visit winla.metro.net.**
 - e. Coordinate with local Employment Development Department (EDD) office to track unemployed candidates through their base wage file and statewide database.**
 - f. Coordinate with Metro staff to utilize Metro's social media platforms (i.e. Facebook, Instagram, popular online job banks and event pages to reach potential candidates).**
 - g. E-blast your recruitment event flyers to share outreach efforts with community-based organizations and workforce partners.**
 - h. Attend workforce development meetings focused on providing training and employment opportunities for women in the construction industry.**
 - i. Participate in outreach events within the community, community colleges and vocational training schools.**
 1. Women Build Metro Los Angeles-Apprenticeship Readiness Fairs
 2. LA Metro Community Outreach and Veteran Events
 3. Los Angeles Community Job Fairs
 4. Los Angeles Trade Technical College Job Fairs
 5. Los Angeles Economic Development Department (EDD) Job Fairs
 6. California Community Connection Corporation (C4) Construction & Associated Careers Awareness Day (Los Angeles Trade Technical College)

Keep records of all outreach activities as required by your PLA/CCP contractor and jobs coordinator responsibilities. Inform PLA/CCP staff of outreach events to be posted on Metro's PLA/CCP upcoming events page.



2. Recruitment

Best practices for a successful recruitment are the pillars of every great employment hire. By utilizing the suggested best practices below, one can effectively outreach to skilled and qualified construction applicants.

- a.** Contractors and jobs coordinators must have an accurate understanding of open and upcoming craft positions that need to be filled.
- b.** The contractor's Employment Hiring Plan (EHP) should also include estimates of which crafts will be needed and when they should be used during the project.
- c.** In the event a contractor's workforce participation has a female percentage below 6.9%, their hiring focus should be on recruiting female workers for the crafts to be used for upcoming scopes of work.
- d.** The contractor should assess their outreach efforts and follow up with workforce partners through the job coordinator to receive possible candidates that are qualified for the upcoming scopes of work.
- e.** Host your recruitment event at a location that is easily accessible for candidates, such as America's Job Center, Union Hall, or a community-based organization facility, such as Inglewood One Stop, LAUSD MC3 Location, Local 300 Bootcamp location.

- f.** Work with Metro staff to advertise your recruitment by posting to LA Metro's social media platforms (i.e. Facebook, Instagram, as well as popular online job banks, or event pages).
- g.** E-blast flyers of recruitment events to reach the maximum number of female candidates as possible.
- h.** Work with your community-based organization partner to assist with prescreening, recruiting and scheduling interviews with candidates prior to the recruitment event.
- i.** Ensure that new candidates entering the construction field have been enrolled in or have completed the MC3 training curriculum. Refer to Section 7.
- j.** Track the status of interviewed candidates and create a list of potential recruits that have not yet been selected. This list should be utilized when future hiring needs arise.
- k.** Utilize the [*Request for Craft Employees*](#) form and keep record of your requests. The Request for Craft Employees form is used to request workers that help the contractor meet their Targeted Worker, Apprentice Worker, Disadvantaged Worker, Minority and Female Worker percentage goals.

3. Training Resources/ Pre-Apprenticeship Recruitment

The following is a list of Pre-Apprenticeship training programs approved by the Building Trades (LA/OCBCTC) that offer the MC3 curriculum. Please see Attachment A for additional information.

1. Anti-Recidivism Coalition
2. Flintridge Center
3. Women in Non-Traditional Employment Roles (WINTER)
4. Antelope Valley College
5. Cerritos College
6. Career Expansion, Inc.
7. Long Beach City College

8. Los Angeles Southwest College
9. Los Angeles Trade Tech College
10. Los Angeles Unified School District Local District North West (High School Programs)
11. YouthBuild Charter School of California (16- to 24-year-olds, 15 locations in LA County)
12. Los Angeles Unified School District Adult Education/ East Los Angeles Occupational
13. Los Angeles Unified School District Adult Education/ Maxine Waters Employment Preparation Center

Contractors must ensure that all new construction candidates have enrolled in an MC3 training course. It is important for contractors to use job coordinators that will refer MC3 graduates to contractors and LA/OCBCTC-recognized apprenticeship training facilities.



4. Worker Retention

Contractors are highly encouraged to focus on retaining female workers. Some best practices for retention are listed below.

- a.** Work with Metro staff and job coordinators to transition workers from projects that are 80% complete to lower any lag time from one project to the next. Utilize the [Female Worker Transition Tracking](#) sheet to support this effort.
- b.** Implement gender-specific portable toilets on the construction site.
- c.** Engage female workers and offer training and support for career advancement.
- d.** Allow new construction workers to job shadow other apprentices and/or journeymen.
- e.** Create a women's supportive network group on the project/ worksite during the onboarding process. This will allow new female employees to gain both professional and personal support from their peers.
- f.** Network with other job coordinators to assist with placing women on other regional construction projects.
- g.** Be proactive! Encourage your workers to learn additional skills in their trade that will allow for advancement in their trade.
- h.** Provide supportive resources for workers, such as child care, transportation, gender-specific restrooms, financial literacy, a harassment free workplace, and other services mentioned in Section 7.



5. Worksite Best Practices

- a.** Ensure all construction staff are aware that the construction site has a zero tolerance for discrimination and sexual harassment.
- b.** Post Equal Employment Opportunity, Non-Discrimination and Sexual Harassment policies in inconspicuous locations at the project site.
- c.** Implement separate male and female restrooms for privacy.
- d.** Follow up with female construction apprentices to ensure they are learning new skills and preparing for advancement.
- e.** Consider implementing child care services for construction workers, or build relationships with service providers to foster assistance with child care.
- f.** Consider joining business networking groups that are specific to the construction industry, or can be a pipeline to recruiting new construction candidates.

6. Contractor Dos and Don'ts

Outreach Dos

1. Conduct outreach events/job fairs for your construction projects.
2. Work with your job coordinators and Metro PLA/CCP staff when implementing outreach events.
3. Maintain an open line of communication with your job coordinator.
4. Work with your local community-based organizations, as well as the city and county WorkSource Centers with outreach efforts.
5. Know your local America's Job Centers of California (AJCC) and Employment Development Department (EDD) office to locate unemployed female construction workers.
6. Advertise and promote outreach efforts on social media outlets.
7. Create a strong community-based e-mail distribution list to e-blast outreach events.
8. Build relationships with local vocational schools for outreach and recruiting events.

Outreach Don'ts

1. Do not forget to stress that Metro strives to increase the representation of females on Metro construction projects.
2. Do not work in silos. Work with your job coordinator for outreach, recruitment, retention and other PLA/CCP requirements.
3. Do not disengage with the community. Inform community-based organizations and partners of your upcoming projects and/or current projects with Metro.
4. Do not solely promote outreach efforts internally. Use social media.
5. Do not hold outreach events during the same time. (Example: always 8-11 am on Fridays). Host events at different times to allow female candidates with various schedules the opportunity to attend.

Recruitment Dos

1. Meet regularly (weekly or monthly) with your job coordinator to understand the project's workforce needs.
2. Review the project's Employment Hiring Plan (EHP) and utilize the Request for Craft Employees form to recruit women and under-represented workers for the project.
3. Find qualified candidates through your job coordinator and their workforce partners.

4. Host recruitments at easily accessible locations to hire female and targeted workers, such as local AJCCs, WorkSource Centers, union halls, and other community-based organizations.
5. Use social media to promote your recruiting efforts (i.e.) Instagram, Facebook, LinkedIn, Indeed.com, Construction Jobs, Inc., (*constructionjobs.com*).
6. Provide support for your job coordinator's recruitment efforts. Supply signage, job availability, access to prime contractor business agents and recruiters, upcoming craft or training openings, marketing materials, etc.
7. Communicate with Metro when hiring issues arise (both positive and negative).
8. Share Best Practices at Metro job coordinator quarterly meetings.
9. Highlight female participation success stories.

Recruitment Don'ts

1. Do not ignore or circumvent your job coordinator's efforts.
2. Do not dismiss your Targeted Worker Summary Report as this identifies where the project's workforce needs exist.
3. Do not implement hiring practices without using the *Request for Craft Employees* form. This form can be referenced as proof of your efforts to recruit female workers and comply with PLA/CCP requirements.

Training Resources/Pre-Apprenticeship Recruitment Dos

1. Work closely with your job coordinator to develop relationships with MC3 approved pre-apprentice training facilities to refer candidates interested in construction careers.
2. Closely review the Targeted Worker Summary Reports for your project and tailor your recruitments to address low female participation and other low categories.
3. Use the approved Request for Craft Employees form to recruit workers for the project. Use this form to recruit female and minority workers to document your efforts to promote a diverse workforce.

Training Resources/Pre-Apprenticeship Recruitment Don'ts

1. Do not refer potential construction candidates to non-MC3 pre-apprenticeship training schools. The MC3 Curriculum is proven to assist with training job-ready construction candidates and maintain strong retention on projects.
2. Do not ignore the Targeted Worker Summary Report, or *Request for Craft Employee* form. Identify if and when a recruitment will be needed to continue to maintain your efforts of having a diverse workforce.

7. Construction Resource Services

Women's Support Services, FamilySource, WorkSource and YouthSource Services

Bradley/Milken Family Source Center	1773 E Century Bl LA, CA 90002	213.473.3607	cdd.lacity.org/fam_index.html
WLCAC (Watts Action Labor Community Action Committee) FamilySource, & WorkSource Center	1212 E 108th St LA, CA 90059	323.563.5639	wlcac.org
HACLA (Housing Authority of the City of Los Angeles) Imperial Courts	2220 E 114th St LA, CA 90059	323.249.7751	ewddlacity.com/index.php/employment-services/adults-age-24-and-older/worksource-centers#watts-los-angeles
1736 Family Crisis Center (emergency crisis, legal, youth, and mental health services)	2116 Arlington Av LA, CA 90018	323.737.3900	1736familycrisiscenter.org
NEW Economics for Women Family Source Center	Los Angeles & Valley Locations	213.483.2060	neweconomicsforwomen.org
El Nido Family Source Center	4060 S Figueroa St LA, CA 90037	323.998.0093	elnidofamilycenters.org
Brotherhood Crusade YouthSource Center (after-school program/tutoring)	4401 Crenshaw Bl LA, CA 90043	323.545.1130	brotherhoodcrusade.org/venue/youthsource-center
Vernon Central WorkSource Center	400 W Washington Bl, LA, CA 90015	213.763.5951	coalitionrcd.org
Archdiocesan South LA – Exposition Park YouthSource Center	4060 S Figueroa St, LA, CA 90037	323.731.8596	ayela.org
Challengers Boys & Girls Club (before- and after-school pick up & drop off)	5029 S Vermont Av, LA, CA 90037	323.971.6161	bgcmla.org

Para Los Niño's Pico Union/Central LA YouthSource Center	234 S Loma Dr LA, CA 90026	213.413.1466	paralosninos.org/services/student-community-services/youth-workforce-services
CRCDD (Coalition for Responsible Community Development) VCN YouthSource Center	1006 E 28th St LA, CA 90011	323.521.1910 x 210	coalitionrcdd.org

Child Care & After-School Programs

Crystal Stairs, Inc. (child care services)	5110 Goldleaf Cir LA, CA 90056	323.299.8998	crystalstairs.org
Children's Collective, Inc. (child day care, women & family services)	8616 La Tijera Bl Suite 100 LA, CA 90045	310.733.4388	childrenscollective.org
After-School All-Stars	5670 Wilshire Bl Suite 620 LA, CA 90036	323.938-3232	afterschoolallstars.org
Youth Policy Institute (YPI)	6464 Sunset Bl Suite 650 LA, CA 90028	800.999.6877	ypiusa.org
LA's Best Afterschool Enrichment	711 E 14th Pl LA, CA 90021	213.745.1900	lasbest.org
arc After School Programs (elementary, middle and high schools)	370 Amapola Av Suite 208 Torrance, CA 90501	310.671.4400	arc-experience.com/programs/los-angeles
YMCA (before- and after-school care)		213.380.6448	ymcala.org/metro/classes/school-age-child-care
MOMSLA (after-school, summer camps, and more)			info@MomsLA.com https://momsla.com/11-school-programs-los-angeles
LA County Parks & Recreation Centers (homework clubs, sports)			http://parks.lacounty.gov/kids-family/?row=1#afterSchoolProgramsColumn
LA Public Library System (Youth STEAM=Science! Technology! Engineering! Art! Math! academic, homework club & adult literacy tutoring)			lapl.org/steam/welcome

Gender Sensitivity & Management Training Resources

Traliant On-Line Sensitivity Training	929.223.4336	traliant.com/online-anti-harassment-anti-discrimination-sensitivity-training
Minority Aids Project, (M.A.P.)	323.936.4949	minorityaidsproject.org
Southern California Sanitation (Port-O-Potty Rental)	800.850.8871 Construction Sales: 626.786.4479	southerncaliforniasanitation.com
A&J Portables Los Angeles, Orange, Riverside & San Bernardino	562.299.8582	ajportabletoilets.com
National Construction Rentals	323.838.1800	rentnational.com/los-angeles
Eagle Portables, Inc.	310.537.0516	eagleportables.com
Associated General Contractors of America (AGC) On-Line Gender Sensitivity Training		www.agc.org/learn/resource-library/training-video-diversity-rules-harassment-sensitivity-correction-training
Pro Trade Craft Breaking Down Gender Bias: A Tool Kit for Construction Business Owners		protradecraft.com/breaking-down-gender-bias-toolkit-construction-business-owners
Slide Share on LinkedIn		slideshare.net/MrP26/basic-gender-sensitivity-training

Ex-Offender/New Contributor Resources

PV Jobs	4112 S Main St LA, CA 90037	323.432.3955	pvjobs.org
Shields for Families	11601 S Western Av, LA, CA 90047	213.242.5000	shieldsforfamilies.org/contact-us
Friends Outside	1827 E 103rd St LA, CA 90002	323.249.9683	friendsoutsidela.org
Volunteers of America Los Angeles	543 Crocker St LA, CA 90013	213.286.0333	voala.org
Timelist	3801 Somerset Dr LA, CA 90008	323.389.8664	timelistgroup.org
Clean 360	212 W Regent St Inglewood, CA 90301	424.702.5555	clean360.org

Homeboy Industries (gang/ex-offender training and employment)	130 W Bruno St LA, CA 90012	323.526.1254	homeboyindustries.org
Legal Aid Foundation (various locations within LA County)		800.399.4529	lafla.org
California Department of Corrections and Rehabilitation Female Offender Treatment & Employment Program	Various Locations throughout Southern California		cdcr.ca.gov/rehabilitation/FOTEP.html
Help For Felons			helpforfelons.org
LARRP (The Los Angeles Regional Reentry Partnership)			lareentry.org
Jobs for Felons Hub			jobsforfelonshub.com

Healthcare/Housing Resources

WIC (Women Infants & Children)		855.942.7867 WICVendorInfo@cdph.ca.gov	cdph.ca.gov/Programs/CFH/DWICSN/Pages/Program-Landing1.aspx
South LA Health Projects (women & children's health services)	2930 W Imperial Highway, Suite 601, Inglewood, CA 90303	323.757.7244	slahp.org
South Central Family Health Center	4425 S Central Av LA, CA 90011	323.908.4200	scfhc.org
Watts Health Care	Various locations throughout South LA	323.564.4331	wattshealth.org
Village Health	4077 W. Pico Bl LA, CA 90019	323.733.0471	villagehealthfoundation.org
California Black Women's Health Project	9800 S La Cienega Bl, Suite 905 Inglewood, CA 90301	310.412.1828	cabwhp.org
T.H.E. Clinic, Inc.	Various locations in Los Angeles & South LA	323.730.1920	tohelpeveryone.org

Healthcare/Housing Resources (cont.)

Umma Community Clinic	711 W Florence Av LA, CA, 90044	323.789.5610	ummaclinic.org
H.O.P.I.C.S. Homeless Outreach Program/Integrated Care System	5715 S Broadway, LA, CA 90037	323.948.0444	hopics.org
P.A.T.H. People Assisting the Homeless	Los Angeles, Hollywood, & Ventura locations	323.644.2200	epath.org
Union Rescue Mission	545 S San Pedro St, LA, CA 90013	213.347.6300	urm.org
The Los Angeles Homeless Services Authority (LAHSA)	811 Wilshire Bl Suite 600 LA, CA 90017	213.683.3333	lahsa.org
L.A. Opportunity Youth Collaborative “Ruth’s Place”	4775 S Broadway LA, CA 90037	323.432.8440	laoyc.org/location/ ruths-place
Operation HOPE (home buyers program)	707 Wilshire Bl LA, CA 90017	213.891.2900	operationhope.org
Jenesse Center, Inc. (domestic violence shelter)		323.299.9496 800.479.7328	jenesse.org
Covered California			healthofcalifornia.com
Good Shepherd Shelter (domestic violence shelter)			goodshepherdshelter.org
Los Angeles County Housing Resource Center			housing.lacounty.gov

Financial Literacy Resources

LA Public Library Financial Literacy Training	630 W 5th St LA, CA 90071	213.228.7700	lapl.org/money-matters
U.S. Small Business Administration	330 N Brand Bl Suite 1200 Glendale, CA 91203	818.552.3437	sba.gov/learning-center.org
MCS Hollywood BusinessSource Center	4311 Melrose Av LA, CA 90028	323.454.6115	mcscalifornia.com/hollywood-businesssource
Vermont Slauson Economic Development Corporation BusinessSource Center	1130 W Slauson Av LA, CA 90044	323.753.2335	vsedc.org
West Angeles Community Development Corp.	6028 Crenshaw Bl LA, CA 90043	323.751.3440	westangelescdc.org/financial-literacy
PACE Women's Business Center	1055 Wilshire Bl Suite 900B LA, CA 90017	323.353.9400	pacelabdc.org/programs-and-services/small-business-consulting-services
Operation HOPE	(Located inside Los Angeles Youth Empowerment) 750 W 7th St LA, CA 90081		operationhope.org/losangeles
CalCPA Education Foundation			www.calcpa.org

The provided list of services and providers is to be used as a guide, and is not inclusive of all services and providers in the LA region.

Contact Us

For more information, please visit metro.net/pla or contact Metro's Diversity & Economic Opportunity Department:

Tashai Smith, *Executive Officer*
213.922.2128

Wendy White, *Deputy Executive Officer*
213.922.2648

Angela Scott, *DEOD Principal*
213.922.1028

Tim Famuyibo, *DEOD Representative*
213.922.2561

PLA Hotline
888.887.3674



Metro DEOD PLA/CCP Outreach Activities (December 2023 to April 2025)

Job Fair Events

- Women in Non-Traditional Employment Role Hiring event (January 7, 2023)
- City of Los Angeles Career Fair (January 25, 2024)
- Chrysalis Job Fair (February 7, 2024)
- Construction Career & Apprenticeship Resource Fair (March 7, 2024)
- Drivers for Economic Opportunity Empowerment Event (March 19, 2024)
- LA Cleantech Incubator Green Jobs Career Fair (March 27, 2024)
- East Los Angeles Construction Career Fair (April 19, 2024)
- International Brotherhood of Electrical Worker Apprentice Fair (May 17, 2024)
- LA County Office of Education The 2024 American Dream Hiring Spree Event (May 29, 2024)
- WINTER Graduates Rail to Rail Hiring Event (June 10, 2024)
- WINTER Building Her Future: Women In Construction Resource Fair (August 10, 2024)
- Rio Hondo College Fall Job and Internship Fair (September 10, 2024)
- South Bay Workforce Investment Board (WIB) LA Air Force Base Job Fair (October 2, 2024)
- USEC Fall Job and Resource Fair (November 13, 2024)
- GREENBUILD NE LA Job Fair (December 18, 2024)
- California HS Career Fair (February 07, 2025)
- Pomona HS Pathway to Success Event (February 11, 2025)
- EXP Women in STEM Career Day (March 06, 2025)
- Whittier HS Career Fair (March 10, 2025)
- LINXS STEAM Construction Career Fair (March 11, 2025)
- East Los Angeles Construction Career Fair (March 13, 2025)
- CII Job Fair Readiness (March 25, 2025)
- USEC Spring Job and Resource Fair (April 24, 2025)
- SEED 10th grade Career Expo (June 05, 2025)

Community Presentation and Outreach Events

- WINTER Equal Representation Outreach Event (monthly)
- Hard Hat Women Equity Education Initiative Coalition (December 7, 2023)
- Flintridge Center (December 12, 2023)
- Evermont Community Advisory Committee (December 6, 2023)
- Women in Heavy Civil Luncheon (January 8, 2024)

- ERICA Grant Collaboration (February 20, 2024)
- SunBurst Youth Academy (February 28, 2024)
- Crenshaw Crossing Community Event (March 6, 2024)
- Compton High School Construction Careers Outreach Event (March 22, 2024)
- Women in Non-Traditional Employment Role event (March 29, 2024)
- City of Los Angeles Economic and Workforce Development Dept. (April 2, 2024)
- Los Angeles City Workforce Partnership Event (April 24, 2024)
- Laborers Union (Local 300) Contractors Mixer (May 3, 2024)
- SEED School Career Event (May 22, 2024)
- 26th Annual Tribute to Veterans & Military Families, Hosted by Kathryn Barger's office (May 25, 2024)
- California State Senate Bill 150 Roundtable Meeting (June 28, 2024)
- Metro's Transportation Career Academy Program (TCAP) In-Service Training Session (July 19, 2024)
- YO Watts Youth Career Day (September 20, 2024)
- Port of LA SoCal Trades Days (September 26, 2024)
- In-person attendance at the NABTU Trades Women Build Nations Conference in New Orleans, LA (September 26 – 29, 2024)
- Virtual presentation to the Metro TCAP College & University (1st Quarter) External Partners Meeting (October 1, 2024)
- Virtual presentation to the Pomona AJCC Youth Los Angeles Performance Partnership Pilot (LAP3) (October 3, 2024)
- In-person presentation to the Tri-Cities Regional Occupational Program (ROP) @HS Students Pioneer High School (October 4, 2024)
- In-person presentation to the Tri-Cities Regional Occupational Program (ROP) @HS Students California High School (October 11, 2024)
- Women in Construction Photo shoot Rail to Rail Project Griffith Company (October 16, 2024)
- Metro Moves LA Luncheon Honoring Janice Hahn (October 23, 2024)
- Winter Gala (October 26, 2024)
- Attended virtually, Metro TCAP College & University 2nd Quarterly External Partners Meeting (November 6, 2024)
- In-person presentation to the Tri-Cities Regional Occupational Program (ROP) @HS Students Frontier High School (November 20, 2024)
- In-person presentation at the South Bay WIB, Inglewood One Stop Construction Careers Orientation (December 6, 2024)
- TCAP 3rd External Partner's Quarterly Meeting (January 8, 2025)
- In-person Metro Meet the Primes (February 10, 2025)
- In-person Metro Girls Empowerment Summit (February 18, 2025)

- In-person PLE 3 Photo shoot and interviews with female construction workers for Metro blog the Source and El Pasajero (March 5, 2025)
- In-person JCOD/Metro site tour at WINTER (March 12, 2025)
- Virtual Construction Careers Presentation with San Fernando High School LAUSD (March 14, 2025)
- In-person WINTER/Griffith Company site tour and photo shoot (March 25, 2025)
- In-person Women in Construction presentation at MetroConnect Salutes Women's History Month T.C.E.W Talk (March 27, 2025)
- In-person presentation at North Hollywood HS (April 02, 2025)
- In-person attendance to WINTER Cohort Graduation (April 5, 2025)
- In-person attendance to COTA Women's History Month Luncheon (April 5, 2025)
- In-person presentation at San Fernando High School (May 20, 2025)

Additional Data

Figure 1: Project not yet under Construction

Upcoming PLA/CCP Applicable Projects	Tentative PLA/CCP Reporting Start Date
PS120069000 Link Union Station CMGC	TBD
C130977000 Division 4 LASD Multi Modular Trailer	TBD
C127284 Regional Connector Safety, Security, and Architectural Enhancements	TBD
C125446C1234 Chatsworth ADA Improvements	TBD
PS118736 NoHo to Pasadena BRT	Quarter 4 of 2025

Construction work timelines are subject to change.

Figure 2: Female Participation Score Card as of June 2025

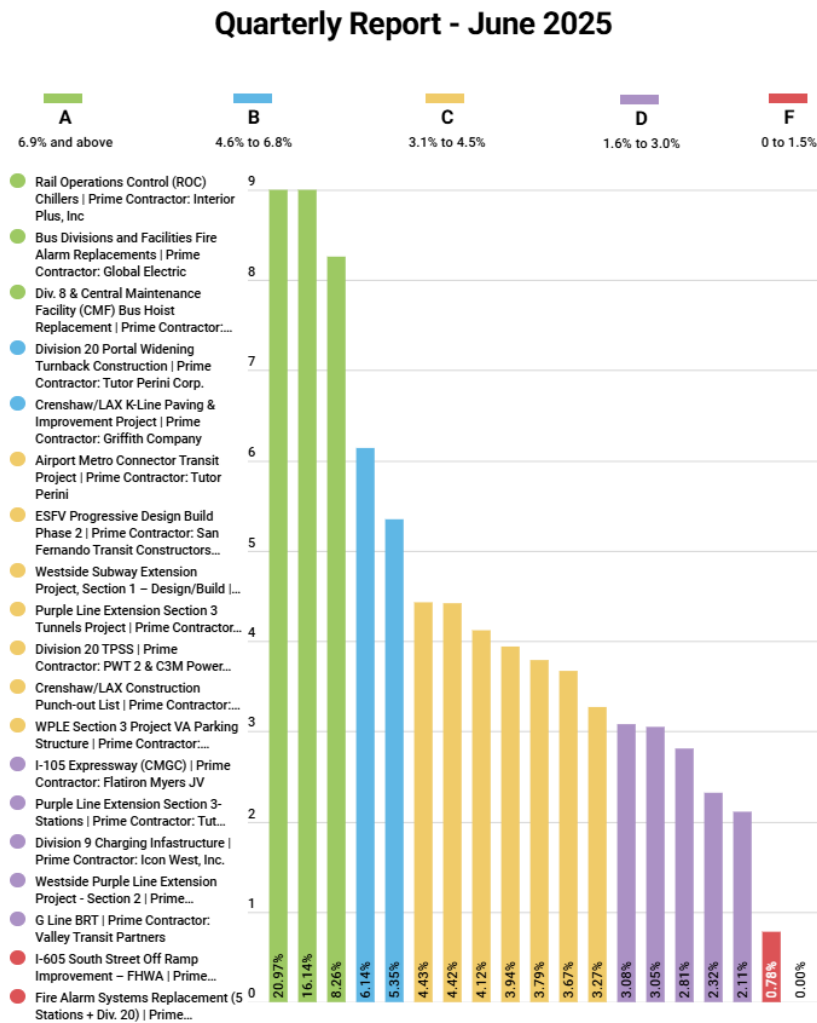
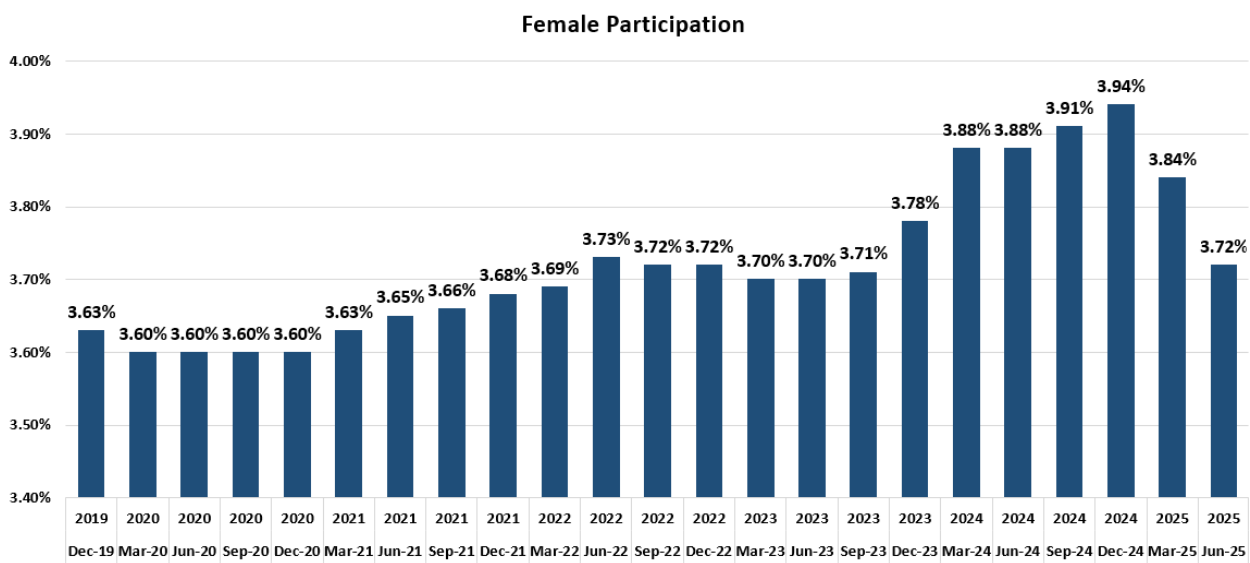


Figure 3: Female Participation in Metro's PLA/CCP Projects (Dec 2019 to June 2025)





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

Executive Management Committee

September 17, 2025

Item #



Metro

PLA/CCP Program Achievements

- **22 Construction Projects subject to PLA/CCP**
 - **19 active projects**
 - **5 projects (have yet to begin construction)**
- **Attainment - Program Inception to June 2025**
 - 57.42 % Economically Disadvantaged
 - 21.52% Apprentice
 - 11.14% Disadvantaged
- **>\$665 Million paid to Targeted Workers ***
 - **>\$129 Million paid to Disadvantaged Workers ***
 - **>\$179 Million paid to Apprentice Workers****
- Exceeded Targeted/Apprentice/Disadvantaged Worker Goals
- No work stoppages or lockouts



Metro

(*Based on the lowest laborers rate as of June 2017)

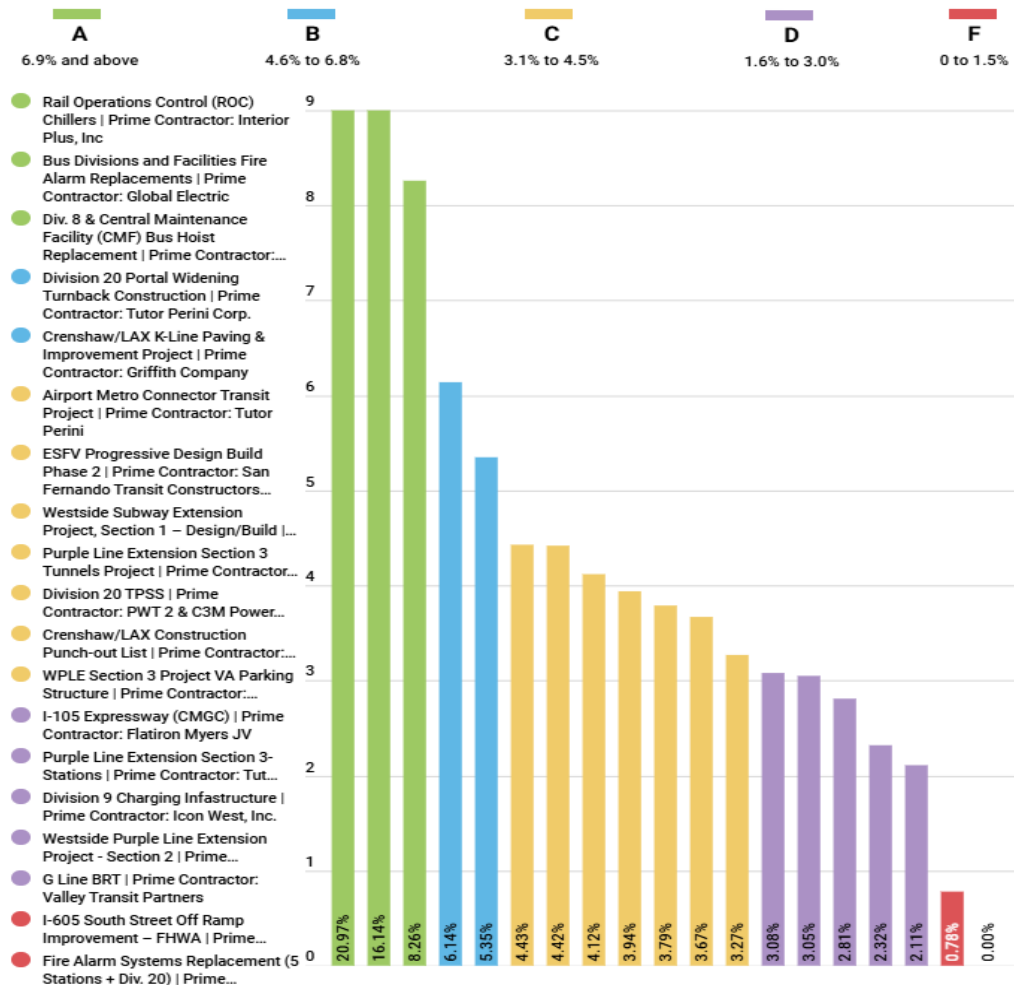
(**Based on the lowest apprentice rate as of January 2017)

(Workers may fall into multiple categories)

Female Participation Score Card

- ❖ Overall female participation attainment is 3.72%
- ❖ Highest project grade attainment as of this reporting period is A grade

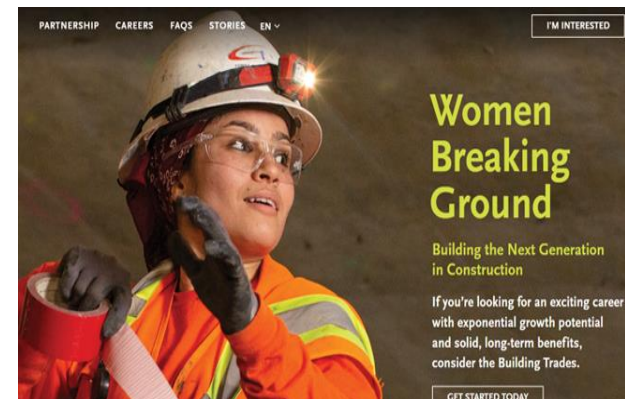
Quarterly Report - June 2025



Women Breaking Ground website

The Los Angeles/Orange Counties Building and Construction Trades Council, AFL-CIO, in partnership with Metro, has created a joint awareness campaign to build the construction industry's future workforce capacity with a special focus on women.

- LA Metro's "Women Breaking Ground" website gives women that are interested in a career in construction an avenue for learning more about how to join an apprenticeship readiness training program and get connected to resources.
- Through the end of June 2025, over 1,000 individuals have been triaged and given information and resources on starting a career in construction. Over 366 individuals were referred to a pre-apprenticeship training program sponsored by the LAOCBCTC Apprentice Readiness Fund. Thus far, 35 individuals have enrolled in pre-apprenticeship training, and 30 have graduated from the program. 5 of these individuals have been placed in union apprenticeship jobs.
- The Women Breaking Ground website will run through FY26 in partnership with the LA/OCBCTC.



PLA/CCP Outreach Activities

"If you can believe it, the mind can achieve it"

Metro

Women Breaking Ground
Building the Next Generation in Construction

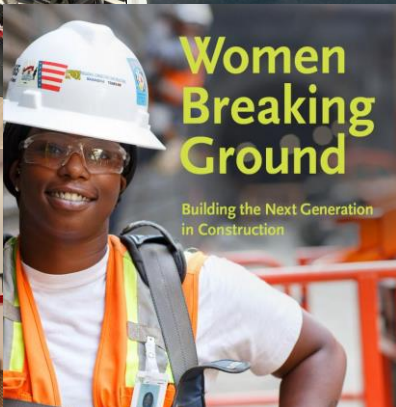
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WATTS
EMPLOYMENT CENTER

Transportation Career Academy Program
Newsletter Booklet 025
20th August 1st

Built by HER!
Are you HER? You can become the next generation in construction.
Learn more, visit womenbreakground.com today.

M Metro



PLA/CCP Updates

	Recommendation	Action	Status
1	Expand Cultural Competency Plan Requirements	Staff are in the process of strategizing with V/CM and PMO to determine the applicability of community benefits and workforce equity components to the current cultural competency requirements.	Ongoing
2	Establish a Regional Roundtable to activate discussions on goal setting for regional public contracting agencies	The first Regional Roundtable meeting was held on June 24, 2025, and hosted regional workforce contributors, and Metro leadership in attendance. The next Regional Roundtable is planned for October 2025. It will be co-chaired by LA County's Department of Equal Opportunity, and Los Angeles World Airports.	Launched / Ongoing
3	Conduct a Women in the Trades Regional Summit	The Women in Trades Regional Summit is meant to educate female construction workers about union benefits and connect them with the necessary resources. The event aligns with the establishment of a Female Advisory Group as part of the Regional Roundtable and is proposed for Q4FY26.	In Development
4	Establish a Female Advisory Group	Development of a female advisory group that will host its own Women in the Trades Regional Summit. It will allow future female construction workers to learn about Trade Union benefits and connect them to resources; it will be done in conjunction with the Regional Roundtable.	In Development
5	Launch a Targeted Social Media Campaign	The "Built by HER!" Campaign launched in July 2025 and targets young women between the ages of 18 to 24 to introduce a pipeline to construction careers through various methods. Initiated coordination with the Metro Marketing team to develop the "Built by HER!" social media campaign and timeline for launch.	Launched / Ongoing
6	Metro WINTER Program	Continued Metro support to facilitate WINTER, and the LA County JCOD collaboration to launch its first all-female Pre-Apprentice Construction Readiness training cohort proposed to begin October 2025.	Upcoming
7	Conduct surveys with Contractors that have met or exceeded the Female Participation goal of 6.9%	Metro staff surveyed Contractors and the perspective Jobs Coordinators who support them, that have met or exceeded the Female Participation goal of 6.9% and received A grades on the Female Scorecard to evaluate their success stories and share best practices.	Completed