



Metro

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

Agenda - Final

Thursday, April 18, 2024

9:30 AM

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Construction Committee

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Paul Krekorian, Vice Chair

Janice Hahn

Tim Sandoval

Katy Yaroslavsky

Gloria Roberts, non-voting member

Stephanie Wiggins, Chief Executive Officer

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

PUBLIC INPUT

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

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

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

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

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

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

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

INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE BOARD

Agendas for the Regular MTA Board meetings are prepared by the Board Clerk and are available prior to the meeting in the MTA Records Management Department and on the Internet. Every meeting of the MTA Board of Directors is recorded and is available at <https://www.metro.net> or on CD's and as MP3's for a nominal charge.

DISCLOSURE OF CONTRIBUTIONS

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

ADA REQUIREMENTS

Upon request, sign language interpretation, materials in alternative formats and other accommodations are available to the public for MTA-sponsored meetings and events. All requests for reasonable accommodations must be made at least three working days (72 working hours) in advance of the scheduled meeting date. Please telephone (213) 364-2837 or (213) 922-4600 between 8 a.m. and 5 p.m., Monday through Friday. Our TDD line is (800) 252-9040.

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



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x7 *русский (Russian)*

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

Live Public Comment Instructions:

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

The Committee Meeting begins at 9:30 AM Pacific Time on April 18, 2024; you may join the call 5 minutes prior to the start of the meeting.

Dial-in: 202-735-3323 and enter
English Access Code: 5647249#
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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.

Instrucciones para comentarios publicos en vivo:

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

La Reunion de la Junta comienza a las 9:30 AM, hora del Pacifico, el 18 de Abril de 2024. Puedes unirme a la llamada 5 minutos antes del comiense de la junta.

Marque: 202-735-3323 y ingrese el codigo
Codigo de acceso en ingles: 5647249#
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Los comentarios del público se tomara cuando se toma cada tema. Para dar un comentario público sobre una tema ingrese # 2 (Tecla de numero y dos) cuando se le solicite. Tenga en cuenta que la transmisión de video en vivo se retrasa unos 30 segundos con respecto a la reunión real. No hay retraso en la línea de acceso telefónico para comentarios públicos.

Written Public Comment Instruction:

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

Email: BoardClerk@metro.net

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Board Administration

One Gateway Plaza

MS: 99-3-1

Los Angeles, CA 90012

CALL TO ORDER**ROLL CALL**

APPROVE Consent Calendar Items: 16 and 17.

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

CONSENT CALENDAR

- 16. SUBJECT: PROGRAM MANAGEMENT QUARTERLY CHANGE REPORT** [2024-0180](#)

RECOMMENDATION

RECEIVE AND FILE Status Report on Program Management Quarterly Changes

Attachments: [Attachment A - Qtrly. CO Log Reporting for Dec.1, 2023-Feb. 29, 2024](#)
[Attachment B - OIG Constr. CO Spot Checks CEO Auth. Delays Avd Feb. 2024](#)

- 17. SUBJECT: BUS STOP LIGHTING** [2024-0176](#)

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to negotiate and execute a Memorandum of Understanding (MOU) with the Los Angeles Department of Public Works-Bureau of Street Lighting (BSL) to design and construct bus stop security lighting under the Metro Enhanced Bus Stop Lighting Project (Project) totaling \$1,590,000.

Attachments: [Attachment A – Federal Sec. 5307 1% Transit Enhancements Funds Alloc.](#)
[Attachment B – Department of Public Works Feb. 7, 2024, Board Report](#)
[Attachment C – Draft MOU between LACMTA and BSL](#)
[Attachment D – Bus Stop Lighting Scope of Work](#)

NON-CONSENT

- 18. SUBJECT: OFFICE OF THE INSPECTOR GENERAL CONSTRUCTION CHANGE ORDER SPOT CHECKS** [2024-0204](#)

RECOMMENDATION

RECEIVE AND FILE Office of the Inspector General Construction Change Order Spot Check Report for the period December 1, 2023, to February 29, 2024.

Attachments: [Attachment A - Change Order Details for Spot Checks in this Report](#)
[Attachment B - OIG Recommendations and Responses Tracking Sheet](#)
[Presentation](#)

19. SUBJECT: CALTRANS QUARTERLY UPDATE [2024-0194](#)

RECOMMENDATION

RECEIVE the quarterly oral report on the status of the Caltrans construction projects.

Attachments: [Presentation](#)

SUBJECT: GENERAL PUBLIC COMMENT [2024-0224](#)

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 #: 2024-0180, **File Type:** Informational Report

Agenda Number: 16.

**CONSTRUCTION COMMITTEE
APRIL 18, 2024**

SUBJECT: PROGRAM MANAGEMENT QUARTERLY CHANGE REPORT

ACTION: RECEIVE AND FILE

RECOMMENDATION

RECEIVE AND FILE Status Report on Program Management Quarterly Changes

ISSUE

This board report is a receive and file that provides a summary of quarterly contract changes for capital projects greater than \$500,000 that are managed by Program Management.

BACKGROUND

In January 2017, the Board approved a one-year pilot to delegate the CEO the authority to execute project agreements up to the Life-of-Project (LOP) budget for the Crenshaw/LAX, Regional Connector, and Purple Line Extension Section 1 & 2 projects. The purpose of the pilot was to save time and minimize disruption due to the typical contract change administration approval process.

The pilot program was effective, generated cost savings, and avoided costly construction delays. At the January 26, 2018 Board meeting, the Board approved the continuation and expansion of the delegation of authority within the LOP budget on all Transit and Regional Rail Capital Projects. Staff was directed to provide quarterly reports to the Board on change orders and modifications that are above \$500,000 (Attachment A). CEO Board delegated authority of changes is very beneficial to expedite contract changes and avoid costly construction delays. Since inception of the program up to 2,693 concurrent workdays or concurrent 10.4 years, aggregated across the program, have been saved (Attachment B).

DISCUSSION

The change activities for the reporting period between December 1, 2023 - February 29, 2024 are included in Attachment A.

EQUITY PLATFORM

Westside Purple Line Ext 1	Equity - This project is not located within or adjacent to Equity Focus Communities
Westside Purple Line Ext 2	Equity - This project is not located within or adjacent to Equity Focus Communities
Westside Purple Line Ext 3	Equity - 1 of 2 stations (50%) are within or adjacent to Equity Focus Communities
Airport Metro Connector	Equity - 100% of the project is within or adjacent to Equity Focus Communities
Rail to Rail	Equity - 90% of the project is within or adjacent to Equity Focus Communities

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation supports strategic plan goal # 5 to provide responsive, accountable, and trustworthy governance within the Metro organization by keeping the Board informed of the Projects’ change orders and modifications via submitting the Change Order log on a quarterly basis.

NEXT STEPS

The next Program Management Quarterly Change Report will cover the period of March 1, 2024, through May 31, 2024, and will be presented to the July 2024 Construction Committee.

ATTACHMENTS

Attachment A - Quarterly Change Orders Log for the Reporting Period of December 1, 2023 - February 29, 2024.

Attachment B - OIG Construction Change Order Spot Checks CEO Delegated Authority Delays Avoided (through February 2024)

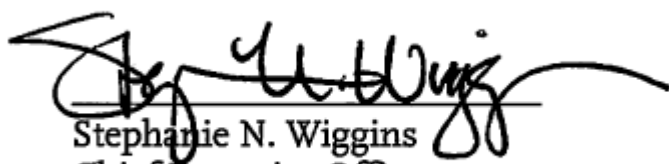
Prepared by:

- **Westside Purple Line Ext 1** - James Cohen, Senior Executive Officer, Project Management, (323) 900-2114
- **Westside Purple Line Ext 2** - Michael McKenna, Senior Executive Officer, Project Management, (424) 551-4447
- **Westside Purple Line Ext 3** - Kimberly Ong, Senior Executive Officer, Project Management, (424) 551-4501
- **Airport Metro Connector** - Rafie Zamani, Executive Officer, Projects Engineering, (213) 418-3140
- **Rail to Rail** - Rafie Zamani, Executive Officer, Projects Engineering, (213) 418-3140
- **Metro G Line Improvements** - Brad Owen, Senior Executive Officer, Program Management, (213) 418-3143
- **1-105 Express Lanes** - James Wei, Deputy Executive Officer, Program Management, (213) 922-7258

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- **East San Fernando Valley Transit Corridor** - Greg Gastelum, Senior Executive Officer, Program Management, (213) 922-2168
 - **I-605 South Street Interchange Improvements** - Brad Owen, Senior Executive Officer, Program Management, (213) 418-3143 • **EB SR-91 Atlantic Avenue to Cherry Avenue** - Brad Owen, Senior Executive Officer, Program Management, (213) 418-3143
 - **Report** - Julie Owen, Senior Executive Officer, Program Control, (213) 922-7313

Reviewed by:

Darcy Buryniuk, Chief Program Management Officer, (213) 922-2250



Stephanie N. Wiggins
Chief Executive Officer

WESTSIDE PURPLE LINE SECTION 1

I. APPROVED MODIFICATIONS/CHANGES GREATER THAN \$500K IN THIS REPORTING PERIOD (December 1, 2023 - February 29, 2024)

Change Types:
 1 - Betterment 2 - Third Party 3 - Differing Site Conditions 4 - Regulatory Requirements 5 - Scope 6 - Value Engineering 7 - Safety

A. DESIGN BUILD CONTRACT - CONTRACT NO. C1045 - SKANSKA-TRAYLOR-SHEA, A JOINT VENTURE

MOD/CHANGE #	DESCRIPTION (if the change is a unilateral, explain in BOLD fonts)	Change Type	Submission Date	Approval Date	Contractor's Proposed Amount	Approved Amount
CO-50	Sound Wall Pile Removal at Station Yards (TCEs): The C1045 D/B Contract bid document includes removal of sound walls to a depth of three feet. City and privately owned properties require these piles be removed in their entirety ahead of any future development and in accordance with Temporary Construction Easement (TCE) contract agreements.	2	1/26/2024	1/26/2024	\$ 1,070,859	\$ 898,842
CO-51	TBM Gantry/Accelerated Demobilization: This change mitigated some of the TBM mining delays experienced in Reach 3 (Wilshire/Fairfax to Wilshire/La Cienega) due to the San Vicente anomaly. It allowed the contractor to expedite the extraction of TBM trailing gear (Gantries) from the Gale Shaft at the Wilshire/La Cienega Station site, which is project schedule critical path work.	5	2/12/2024	2/12/2024	\$ 3,453,412	\$ 2,056,141
CO-53	Tactile Guidance: Construction and Plaza Material Change: Metro Systemwide Planning requested tactile guidance changes and installation of directional bars to create a Tactile Pathway for visually impaired passengers to follow for entering and exiting Metro stations. The two tone tiles ensure sufficient contrast to meet ADA requirements.	5	2/1/2024	2/1/2024	\$ 1,884,877	\$ 552,100
CO-58	Wilshire/Western Station Radio Gap Relocation with Amplifier (Construction): This change is necessary to extend existing radio coverage at Wilshire/Western Station approximately 942' into PLE1 tunnel radio system gap to mitigate Purple Line Extension Section 1's (PLE1) radio system interference with the existing system, which will impact train operation if the system gap is located next to the station platform. Radio signals must be amplified as the existing signals measured west of Wilshire/Western Station platform have degraded overtime. Hence, new amplifiers and associated equipment are needed to provide coverage in the new rooms and PLE1 tunnels.	5	2/21/2024	2/21/2024	N/A	\$ 768,053

A. DESIGN BUILD CONTRACT - CONTRACT NO. C1078 - CLARK CONSTRUCTION GROUP

None						
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B. PROFESSIONAL SERVICES CONTRACTS

None						
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C. CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

None						
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II. PENDING MODIFICATIONS/CHANGES GREATER THAN \$500K (December 1, 2023 - February 29, 2024)

A) DESIGN BUILD CONTRACT - CONTRACT NO. C1045 - SKANSKA-TRAYLOR-SHEA, A JOINT VENTURE

CHANGE NOTICE/ORDER #	DESCRIPTION	Change Type	Rough Order of Magnitude Cost
CN-00195.1	<u>Continued/increased readings of instruments at Wilshire/Western, Wilshire/La Brea & Wilshire/Fairfax Stations</u> : Additional instrumentation was added to the project per LABOE request. The continued and increased readings of these instruments were not part of the original contract scope of work. This change compensates the contractor for these continued/added readings.	2	Between \$500K and less than \$1M
CN-00229.1	<u>Loss of Division 20 Yard</u> : Schedule delays caused the Project to lose the initial laydown storage yard located inside the Division 20 Project site. This change compensates the Contractor for the rental of alternate sites for storage and staging of project materials and for the inefficiencies of working within the operational rules dictated by Metro Operations which were not present during the bidding process of the Contract.	5	Between \$1M and \$5M
CN-00262	<u>COBH Streetscape Standards Update – Construction Only</u> : Contractor to construct and install the La Cienega Streetscape Restoration in accordance with the new City of Beverly Hills (COBH) Streetscape Design standards. This includes new tree wells, irrigation, electrical outlets, space reservation for bus bench/trash can, pedestrian lighting, conduit, pull boxes, foundation, and sidewalk scoring pattern.	2	Between \$1M and \$5M

A. DESIGN BUILD CONTRACT - CONTRACT NO.

None		
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B) PROFESSIONAL SERVICES CONTRACTS

None		
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C) CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

None		
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WESTSIDE PURPLE LINE SECTION 2

I. APPROVED MODIFICATIONS/CHANGES GREATER THAN \$500K IN THIS REPORTING PERIOD (December 1, 2023 - February 29, 2024)

Change Types:
 1 - Betterment 2 - Third Party 3 - Differing Site Conditions 4 - Regulatory Requirements 5 - Scope 6 - Value Engineering 7 - Safety

A. DESIGN BUILD CONTRACT - CONTRACT NO. C1120 - Tutor Perini / O&G, A Joint Venture

MOD/CHANGE #	DESCRIPTION (if the change is a unilateral, explain in BOLD fonts)	Change Type	Submission Date	Approval Date	Contractor's Proposed Amount	Approved Amount
MOD-00193	<u>MOA Impacts Along the Reach 4 and 5 Tunnel Alignment January 2, 2022, to November 23, 2022:</u> This compensates the C1120 contractor for impacts along the Reach 4 and 5 of the Tunnel Alignment construction activities from work restrictions imposed by the City of Beverly Hills (COBH) Memorandum of Agreement (MOA) during the following period: January 2, 2022 to November 23, 2022. This Modification excludes individual COBH holidays defined in the MOA which were not already part of the C1120 Contract. Those individual additional COBH holidays will be captured separately in a subsequent Change Notice.	2	9/7/2023	12/19/2023	\$ 3,802,556.00	\$ 794,460.00
MOD-00195	<u>MOA Impacts to WRS Work Activities within COBH January 2, 2022 to November 23, 2022:</u> This compensates the C1120 contractor for impacts to the Wilshire/Rodeo station construction activities from work restrictions imposed by the City of Beverly Hills (COBH) Memorandum of Agreement (MOA) during the following period: January 2, 2022, to November 23, 2022. This Modification excludes individual COBH holidays defined in the MOA which were not already part of the C1120 Contract. Those individual additional COBH holidays will be captured separately in a subsequent Change Notice.	2	11/3/2023	12/28/2023	\$ 3,635,360.00	\$ 1,132,941.00
MOD-00196	<u>MOA Impacts to Work Activities during 2022 Holiday Moratorium (CO-55):</u> The purpose of this Change is to compensate the C1120 contractor for impacts to the Wilshire/Rodeo station construction activities from work restrictions imposed by the City of Beverly Hills (COBH) Memorandum of Agreement (MOA) during the following period: a. November 24, 2022 to January 1, 2023. This Modification excludes individual COBH holidays defined in the MOA which were not already part of the C1120 Contract. Those individual additional COBH holidays will be captured separately in a subsequent Change.	2	12/9/2023	12/28/2023	\$ 1,178,719.00	\$ 1,137,640.00
MOD-00198	<u>MOA Impacts Along the Reach 4 and 5 Tunnel Alignment January 2, 2023 to November 22, 2023:</u> The purpose of this Change Notice is to compensate the C1120 contractor for impacts along the Reach 4 and 5 of the Tunnel Alignment construction activities from work restrictions imposed by the City of Beverly Hills (COBH) Memorandum of Agreement (MOA) during the following period: January 2, 2023 to November 22, 2023. This Change Notice excludes individual COBH holidays defined in the MOA which were not already part of the C1120 Contract. Those individual additional COBH holidays will be captured separately in a subsequent Change Notice.	2	7/20/2023	2/29/2024	\$ 4,958,015.00	\$ 833,552.00
MOD-00203	<u>Station OPE Design Revisions (Claim-044, RFC-00103):</u> This Modification is a full resolution of Claim 44 as recommended by the Dispute Resolutions Board's (DRB's) Decision dated January 24, 2024, and is to compensate Tutor Perini/O&G A Joint Venture (TPOG) for the design of the Over Platform Exhaust (OPE) ventilation system as presented in the Approved for Construction Drawings.	5	2/5/2024	2/28/2024	\$ 4,355,142.00	\$ 4,075,268.00
CO-00060.3	<u>MOA Impacts to Work Activities during 2023 Holiday Moratorium:</u> This Not-to-Exceed Change Order is for MOA Impacts to work activities from November 23, 2023 to January 1, 2024. The Change Order revision was necessary to keep the Work moving while negotiations for a bilateral Modification continue.	2	N/A	1/26/2024	N/A	\$ 1,200,000.00
CO-00062	<u>Additional Project Management, Administration and Contract Compliance for Extended Design Services (RFC-000110):</u> This Unilateral Change is to compensate the Contractor for additional Project Management, Administration and Contract Compliance for Extended Design Services per GC 32.6.2.E for Contract Modifications (MODs) actively progressing between October 1, 2021 and July 31, 2023 as merited in the response to RFC-00110.	5	N/A	12/11/2023	\$ 1,488,880.00	\$ 706,933.00
CO-00063	<u>Additional Project Management, Administration, and Compliance Activities for Changes Issued During Base Design Services (RFC-00104):</u> This Unilateral Change is to compensate the Contractor for 173 working days of additional Engineering Services comprising Project Management, Administration, and Compliance Activities for Changes issued during Base Design Services which extended the date of the Metro approved (TPOG P6) baseline schedule completion date of October 29, 2018 by 173 working days.	5	N/A	12/19/2023	\$ 11,600,778.00	\$ 1,545,936.00

B. PROFESSIONAL SERVICES CONTRACTS

None						
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C. CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

None						
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II. PENDING MODIFICATIONS/CHANGES GREATER THAN \$500K (December 1, 2023 - February 29, 2024)

A) DESIGN BUILD CONTRACT - CONTRACT NO. C1120 - Tutor Perini / O&G, A Joint Venture

CHANGE NOTICE/ORDER #	DESCRIPTION	Change Type	Rough Order of Magnitude Cost
CN-00205	<u>MOA Impacts to Work Activities within the City of Beverly Hills during 2021 Holiday Moratorium</u> : This is to compensate the C1120 contractor for impacts to the Wilshire/Rodeo station construction activities from work restrictions imposed by the City of Beverly Hills (COBH) Memorandum of Agreement (MOA) during the following period: a. November 25, 2021 to January 1, 2022. This Change Notice excludes individual COBH holidays defined in the MOA which were not already part of the C1120 Contract. Those individual additional COBH holidays will be captured separately in a subsequent Change Notice.	2	Between \$500K and less than \$1M
CN-00219	<u>Non-Metro Standard Fixtures for Art Illumination at Escalator Areas (RFI 311.1)</u> : This change notice directs the Contractor to develop, fabricate, and install a light fixture assembly for the lighting of artwork adjacent to escalators, using non-Metro standard light fixtures to meet Metro artwork lighting requirements, lighting maintenance accessibility requirements, and vandalism prevention requirements.	5	Between \$500K and less than \$1M
CN-00220	<u>CCCS Crossover Sprinklers</u> : This is to compensate the Contractor for extending the design and construction of the fire sprinkler system into the East ancillary module at the track level above the crossover tracks at Century City Constellation Station.	5	Between \$500K and less than \$1M

B) PROFESSIONAL SERVICES CONTRACTS

	None		
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C) CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

	None		
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WESTSIDE PURPLE LINE SECTION 3

I. APPROVED MODIFICATIONS/CHANGES GREATER THAN \$500K IN THIS REPORTING PERIOD (December 1, 2023 - February 29, 2024)

Change Types:
 1 - Betterment 2 - Third Party 3 - Differing Site Conditions 4 - Regulatory Requirements 5 - Scope 6 - Value Engineering 7 - Safety

A. DESIGN BUILD CONTRACT - CONTRACT NO. C1151 (FKTP)

MOD/CHANGE #	DESCRIPTION (if the change is a unilateral, explain in BOLD fonts)	Change Type	Submission Date	Approval Date	Contractor's Proposed Amount	Approved Amount
C1151-MOD-00028	PLE3 – Accelerated Resequenced Schedule - Implementation of the Accelerated Integrated Resequenced/Coordinated Schedule to achieve a Substantial Completion date of January 27, 2027.	5	11/16/2023	12/12/2023	\$ 55,324,224	\$ 21,656,486

A. DESIGN BUILD CONTRACT - CONTRACT NO. C1152 (TPOG)

C1152-MOD-00104	Changes Resolved with Schedule Acceleration and Resequencing Settlement - This Modification settles various changes and claims. The scope of the changes and claims includes but is not limited to Acceleration Work for discrete changes, additional COLA requirements, additional utility work for known and unknown utilities and changed work related to excavation of the VA and UCLA stations.	5	11/17/23	12/12/2023	\$ 26,135,161	\$ 20,688,272
C1152-MOD-00105	PLE3 – Accelerated Resequenced Schedule - Implementation of the Accelerated Integrated Resequenced/Coordinated Schedule to achieve a Substantial Completion date of January 27, 2027.	5	11/16/23	12/12/2023	\$ 103,845,985	\$ 67,655,242
C1152-CO-00035.4	VA Steam Tunnel Size Increase and Redundancy – VA Sta - CONSTRUCTION ONLY - The base Contract requires relocation of the existing VA steam line/tunnel; however, the Veterans Affairs (VA) Department is requiring an enlarged steam tunnel built to current VA design criteria due to the VA hospital reliance on this Mission critical utility. Metro executed a Memorandum of Understanding (MOU) with the Veterans Affairs (VA) Department in March 2019 as part of the process to acquire easement rights to construct and operate the Westwood/VA Hospital Station. The MOU included requirements for an enlarged steam line tunnel to accommodate the relocated steam line and associated existing utilities and provide accommodations for a future expansion of the steam equipment to meet VA requirements.	2	11/09/23	12/6/2023	\$ 13,711,346	\$ 13,711,346
C1152-CO-00120.1	Tail Tracks – Hi-Rail Vehicle Storage - DESIGN ONLY The addition of a hi-rail vehicle storage area in the tail track at the west end of the D Line will significantly reduce transit service delays by reducing hi-rail trips back to the B & D Line Yard (Division 20), which is 17 miles away from the tail track area. The storage area will also allow hi-rail vehicles to be turned around to drive back to the yard normally. This will eliminate having to operate hi-rail vehicles abnormally, in reverse for the entire duration back to the yard. In addition, it provides for storage for failed hi-rail vehicles and reduces revenue service disruptions when hirail vehicles need to be deployed to the west end of the Metro D Line.	5	02/22/24	2/28/2024	\$ 10,979,572	\$ 2,628,912
C1152-CO-00122	VA Sta- Water Supply Loop System at Wilshire/ Federal Intersection - Construction Only (Excluding Materials as per CO-91) - FLS MRDC Criteria 2.6.3.2 requires that domestic water supply to stations shall be from two public utility mains, this then allows if one of the water mains is out of service, the water from the second main will still provide water to Metro's station. The existing LADWP water supply at Federal Blvd and Wilshire Blvd currently consists of two single water lines that are not connected. The addition of a "loop" will connect the two water lines. In addition, the existing pressure in the LADWP system is inadequate to provide water to Metro's station; therefore, a portion of the water lines that the loop connects to needs to be upsized from 6" to 10" pipes.	5	11/30/23	12/8/2023	\$ 32,069,434	\$ 5,000,000

B. PROFESSIONAL SERVICES CONTRACTS

C1204-MOD-00003	VA Shuttle & Valet Services - Option Exercise and Surge Level of Effort - Exercise Contract Options 1 to 3 for 18 months to perform services beyond their base period. This will ensure fulfillment of Metro's Memorandum of Understanding with the VA Hospital and to ensure a seamless transition of parking availability of VA Hospital patrons, who are predominantly disabled veterans and military retirees.	5	01/23/24	2/15/2024	\$ 3,376,006	\$ 3,376,006
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C. CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

	None					
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II. PENDING MODIFICATIONS/CHANGES GREATER THAN \$500K (December 1, 2023 - February 29, 2024)

A. DESIGN BUILD CONTRACT - CONTRACT NO. C1151 (FKTP)

CHANGE NOTICE/ORDER #	DESCRIPTION	Change Type	Rough Order of Magnitude Cost
	None		

A. DESIGN BUILD CONTRACT - CONTRACT NO. C1152 (TPOG)

C1152-MOD-00108	UCLA Sta and VA Sta - Artwork Lighting (CONSTRUCTION ONLY) - During Final Design, it was raised that three of Metro's Standard Light fixtures are not appropriate for use at the station locations and the contractor, in collaboration with Metro Art Department, revised the type of lighting from Metro Standard Drawings ES-118, ES-114, and ES-113 to other lighting suitable for intended use.	5	Between \$1M and \$5M
C1152-MOD-00109	VA Sta- Water Supply Loop System at Wilshire/ Federal Intersection - Construction Only (Excluding Materials as per CO-91) - FLS MRDC Criteria 2.6.3.2 requires that domestic water supply to stations shall be from two public utility mains, this then allows if one of the water mains is out of service, the water from the second main will still provide water to Metro's station. The existing LADWP water supply at Federal Blvd and Wilshire Blvd currently consists of two single water lines that are not connected. The addition of a "loop" will connect the two water lines. In addition, the existing pressure in the LADWP system is inadequate to provide water to Metro's station; therefore, a portion of the water lines that the loop connects to needs to be upsized from 6" to 10" pipes.	5	More than \$15M

B) PROFESSIONAL SERVICES CONTRACTS

	None		
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C) CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

	None		
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AIRPORT METRO CONNECTOR

I. APPROVED MODIFICATIONS/CHANGES GREATER THAN \$500K IN THIS REPORTING PERIOD (December 1, 2023 - February 29, 2024)

Change Types:

1 - Betterment 2 - Third Party 3 - Differing Site Conditions 4 - Regulatory Requirements 5 - Scope 6 - Value Engineering 7 - Safety

A. DESIGN BID BUILD CONTRACT - CONTRACT NO. C1194 - HPH

MOD/CHANGE #	DESCRIPTION (if the change is a unilateral, explain in BOLD fonts)	Change Type	Submission Date	Approval Date	Contractor's Proposed Amount	Approved Amount
	None					

A. DESIGN BID BUILD CONTRACT - CONTRACT NO. C1197 - Tutor

Tutor - C1197 CO 10.1 CN 57	<p>Bulletin 40 - Projectwide Roof Modifications Increases CO 10 from 1,495,000 to 2,995,000</p> <p>Los Angeles World Airports (LAWA) is currently widening Arbor Vitae Street as part of their Landside Access Modernization Program (LAMP). As a result, the signal and gate equipment at the existing at-grade crossing will need to be removed and replaced to accommodate the wider street. This involves deactivation of the current street crossing equipment. While the street is under construction, pedestrian access will be maintained, and Metro will continue to use Arbor Vitae crossing to move trains between Southwest Yard and the K-line. To mitigate potential safety risks and prevent interruptions to Metro Operations, flaggers must be utilized to ensure the safe passage of trains through the deactivated crossing. The flaggers would also maintain the safety of pedestrians and other construction personnel when walking across the tracks.</p> <p>Flagging cost incurred by the AMC project, as a result of LAWAs construction efforts on Arbor Vitae Street, will be reimbursed by LAWA.</p>	5	11/07/23	11/29/2023	n/a (CO)	\$ 2,995,000.00
Tutor - C1197 Mod 29 CO 11 CN 18 Bulletin 23A	<p>Bulletin 23A - Sewage Ejector:</p> <p>The Contractor shall provide all labor, materials, equipment, testing, and work activities related to construction of the work, per the attached Bulletin 23A, and in accordance with the Contract Documents. Work includes, but is not limited to, the installation of an Air Compressor and Pneumatic Pump, a concrete pneumatic pump pit along with access hatches and ladders, and associated appurtenances.</p> <p>23A - Sewage Ejector:</p> <p>The Contractor shall additionally coordinate between Metro and the vendor regarding the number of SCADA monitoring points required for this pump system.</p>	5	12/29/2023	2/8/2024		\$ 2,665,057.00
Tutor - CO 12 CN 50 Bulletin 43	<p>Bulletin 43 - Added Roof Hatches and MESH Ceiling Hatches</p> <p>The Contractor shall provide the necessary labor, equipment, and materials to perform work in accordance with the Contract Documents and Bulletin 43.</p> <ul style="list-style-type: none"> - Adjust the location and add fixed railing to all roof hatches. - Install fixed ladders equipped with traveling fall restraint systems for the LRT, Bike Hub, and Metro Hub roof hatches - Descope the roof hatches on the retail hub and elevator towers. - Update the waterproofing details at the ribbon roof hatches. - Provide access from the mezzanine level through the clg 11 mesh ceiling panels to the ribbon roof hatches. - Adjust the quantity, location, and details of the roof access doors in the mesh soffits. - Add access panels for junction boxes through the clg 11 (mesh ceiling panels) and clg 12 metal panel ceiling panels between columns. 	5		2/29/2024		\$ 1,164,000.00

B. PROFESSIONAL SERVICES CONTRACTS

None						
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C. CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

None						
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II. PENDING MODIFICATIONS/CHANGES GREATER THAN \$500K (December 1, 2023 - February 29, 2024)

A. DESIGN BID BUILD CONTRACT - CONTRACT NO. C1194 - HPH

CHANGE NOTICE/ORDER #	DESCRIPTION	Change Type	Rough Order of Magnitude Cost
	None		

A. DESIGN BID BUILD CONTRACT - CONTRACT NO. C1197 - Tutor

	None		
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B) PROFESSIONAL SERVICES CONTRACTS

	None		
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C) CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

	None		
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RAIL TO RAIL

I. APPROVED MODIFICATIONS/CHANGES GREATER THAN \$500K IN THIS REPORTING PERIOD (December 1, 2023 - February 29, 2024)

Change Types:
 1 - Betterment 2 - Third Party 3 - Differing Site Conditions 4 - Regulatory Requirements 5 - Scope 6 - Value Engineering 7 - Safety

A. DESIGN BUILD CONTRACT - CONTRACT NO. C1166 Rail to Rail (Griffith)

MOD/CHANGE #	DESCRIPTION (if the change is a unilateral, explain in BOLD fonts)	Change Type	Submission Date	Approval Date	Contractor's Proposed Amount	Approved Amount
C1166 Mod 65 CO 14 CN 44	<p><u>Mod 65 (CO 14) - Hazardous Soil Mitigation in MROW #2</u></p> <p>Due to soil top layer being tested as Hazardous in-situ, and soil needing to be removed from project for various base scope reasons (excess soil, oversaturated soil, etc.), the Contractor is to provide all cost associated with fees, labor, equipment, and material to:</p> <ul style="list-style-type: none"> -Haul soil that is to be removed from project to a stockpile site for testing purposes (see note below); -Soil shall be dumped/mixed and stockpiled at nearest location to work (either on Metro ROW adjacent to excavation; or between 67th & 11th and Crenshaw Blvd; or at Compton Block-Segment T) whichever is the most cost efficient and efficient for the schedule of the project; -When soil has been stockpiled, after testing has indicated material is now "contaminated" for dumping purposes: Excavate and haul out the contaminated soil from stockpile to a dumpsite that will accept said material; When soil is in-situ: Haul out the contaminated soil from in situ to a dumpsite that will accept said material (see note below); -Dump and pay fees at dumpsite for contaminated soils; <p>where such soil on Metro ROW, at 2' to 2.5' below original grade, tested with excess arsenic and lead levels to be mixed with soil below 2.5' that has corresponding reduced amount of arsenic and lead levels.</p>	5	2/21/2024	Circulating for signature	\$ 2,653,984	\$ 2,543,538

B. PROFESSIONAL SERVICES CONTRACTS

None						
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C. CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

None						
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II. PENDING MODIFICATIONS/CHANGES GREATER THAN \$500K (December 1, 2023 - February 29, 2024)

A. DESIGN BUILD CONTRACT - CONTRACT NO. C1166 Rail to Rail (Griffith)

CHANGE NOTICE/ORDER #	DESCRIPTION	Change Type	Rough Order of Magnitude Cost
	None		

B) PROFESSIONAL SERVICES CONTRACTS

	None		
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C) CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

	None		
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METRO G LINE BRT IMPROVEMENTS

I. APPROVED MODIFICATIONS/CHANGES GREATER THAN \$500K IN THIS REPORTING PERIOD (December 1, 2023 - February 29, 2024)

Change Types:

1 - Betterment 2 - Third Party 3 - Differing Site Conditions 4 - Regulatory Requirements 5 - Scope 6 - Value Engineering 7 - Safety

A. DESIGN BUILD CONTRACT - CONTRACT NO.

MOD/CHANGE #	DESCRIPTION <small>(if the change is a unilateral, explain in BOLD fonts)</small>	Change Type	Submission Date	Approval Date	Contractor's Proposed Amount	Approved Amount
CN-03/MOD-03	Stormwater Capture Additional Deep Infiltration Testing	3	11/3/2023	12/11/2023	\$ 737,839	\$ 507,476

B. PROFESSIONAL SERVICES CONTRACTS

None						
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C. CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

None						
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II. PENDING MODIFICATIONS/CHANGES GREATER THAN \$500K (December 1, 2023 - February 29, 2024)

A) DESIGN BUILD CONTRACT - CONTRACT NO.

CHANGE NOTICE/ORDER #	DESCRIPTION	Change Type	Rough Order of Magnitude Cost
	None		

B) PROFESSIONAL SERVICES CONTRACTS

	None		
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C) CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

	None		
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I-105 EXPRESS LANES

I. APPROVED MODIFICATIONS/CHANGES GREATER THAN \$500K IN THIS REPORTING PERIOD (December 1, 2023 - February 29, 2024)

Change Types:
 1 - Betterment 2 - Third Party 3 - Differing Site Conditions 4 - Regulatory Requirements 5 - Scope 6 - Value Engineering 7 - Safety

A. CMGC CONTRACT - CONTRACT NO. PS84667000

MOD/CHANGE #	DESCRIPTION (if the change is a unilateral, explain in BOLD fonts)	Change Type	Submission Date	Approval Date	Contractor's Proposed Amount	Approved Amount
	None					

B. PROFESSIONAL SERVICES CONTRACTS (WSP, Segment 1, Contract # AE275020011497-TO8)

3	Seg 1, Re-design retaining walls from standard to special soil nail walls, Median overhead sign type and foundations, and Toll Systems	5		10/19/2023	\$ 11,999,073.00	\$ 9,388,998.00
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C. CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

	None					
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II. PENDING MODIFICATIONS/CHANGES GREATER THAN \$500K (December 1, 2023 - February 29, 2024)

A. CMGC CONTRACT - CONTRACT NO. PS84667000

CHANGE NOTICE/ORDER #	DESCRIPTION	Change Type	Rough Order of Magnitude Cost
	None		

B. PROFESSIONAL SERVICES CONTRACTS (WSP, Segment 1, Contract # AE275020011497-TO8)

4	Segment 1, Utility Relocation design, developing local road plans sheets in City of LA format, updating design to delete 3 tolling pricing signs and updating Seg 1 PS&E to 2023 Clatrans Standards.	5	Between \$1M and \$5M
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B) PROFESSIONAL SERVICES CONTRACTS (WSP, Segment 2&3, Contract # AE77613000)

1	Segment 2&3 soil nail wall, seismic retrofit and TVM relocation	5	Between \$5M and \$10M
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C) CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

	None		
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EAST SAN FERNANDO VALLEY TRANSIT CORRIDOR

I. APPROVED MODIFICATIONS/CHANGES GREATER THAN \$500K IN THIS REPORTING PERIOD (December 1, 2023 - February 29, 2024)

Change Types:
 1 - Betterment 2 - Third Party 3 - Differing Site Conditions 4 - Regulatory Requirements 5 - Scope 6 - Value Engineering 7 - Safety

A. DESIGN BUILD CONTRACT - CONTRACT NO.

MOD/CHANGE #	DESCRIPTION (if the change is a unilateral, explain in BOLD fonts)	Change Type	Submission Date	Approval Date	Contractor's Proposed Amount	Approved Amount
	None					

B. PROFESSIONAL SERVICES CONTRACTS

	None					
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C. CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

	None					
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II. PENDING MODIFICATIONS/CHANGES GREATER THAN \$500K (December 1, 2023 - February 29, 2024)

A) DESIGN BUILD CONTRACT - CONTRACT NO.

CHANGE NOTICE/ORDER #	DESCRIPTION	Change Type	Rough Order of Magnitude Cost
PS89616000-MOD-2	Early Works Package (EWP) 02 – Initial Integrated Project Management Office (IPMO)	5	Between \$5M and \$10M

B) PROFESSIONAL SERVICES CONTRACTS

	None		
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C) CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

	None		
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I-605 SOUTH STREET INTERCHANGE IMPROVEMENTS

I. APPROVED MODIFICATIONS/CHANGES GREATER THAN \$500K IN THIS REPORTING PERIOD (December 1, 2023 - February 29, 2024)

Change Types:
 1 - Betterment 2 - Third Party 3 - Differing Site Conditions 4 - Regulatory Requirements 5 - Scope 6 - Value Engineering 7 - Safety

A) DESIGN BUILD CONTRACT - CONTRACT NO. C1226 - I-605 South Street						
MOD/CHANGE #	DESCRIPTION (if the change is a unilateral, explain in BOLD fonts)	Change Type	Submission Date	Approval Date	Contractor's Proposed Amount	Approved Amount
	None					
B. PROFESSIONAL SERVICES CONTRACTS						
	None					
C. CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS						
	None					

II. PENDING MODIFICATIONS/CHANGES GREATER THAN \$500K (December 1, 2023 - February 29, 2024)

A) DESIGN BUILD CONTRACT - CONTRACT NO. C1226 - I-605 South Street

CHANGE NOTICE/ORDER #	DESCRIPTION	Change Type	Rough Order of Magnitude Cost
	None		

B) PROFESSIONAL SERVICES CONTRACTS

	None		
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C) CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

	None		
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D) THIRD PARTY AGREEMENTS

TPAF850460313000 Line TBD (460346)	<p><u>California Highway Patrol - Construction Zone Enhanced Enforcement Program (COZEEP)</u></p> <p>COZEEP involves the presence of the CHP in certain construction zones to serve as a reminder to the motoring public to slow down, observe construction zone signs, and use care while driving through the work zone. Funding for COZEEP comes from highway construction.</p>		Between \$500K and less than \$1M
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EB SR-91 ATLANTIC AVENUE TO CHERRY AVENUE

I. APPROVED MODIFICATIONS/CHANGES GREATER THAN \$500K IN THIS REPORTING PERIOD (December 1, 2023 - February 29, 2024)

Change Types:
 1 - Betterment 2 - Third Party 3 - Differing Site Conditions 4 - Regulatory Requirements 5 - Scope 6 - Value Engineering 7 - Safety

A. DESIGN BUILD CONTRACT - CONTRACT NO. C1228 - EB 91 Atlantic to Cherry - Flatiron West, Inc.

MOD/CHANGE #	DESCRIPTION (if the change is a unilateral, explain in BOLD fonts)	Change Type	Submission Date	Approval Date	Contractor's Proposed Amount	Approved Amount
	None					

B. PROFESSIONAL SERVICES CONTRACTS

	None					
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C. CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

	None					
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II. PENDING MODIFICATIONS/CHANGES GREATER THAN \$500K (December 1, 2023 - February 29, 2024)

A. DESIGN BUILD CONTRACT - CONTRACT NO. C1228 - EB 91 Atlantic to Cherry - Flatiron West, Inc.

CHANGE NOTICE/ORDER #	DESCRIPTION	Change Type	Rough Order of Magnitude Cost
	None		

B) PROFESSIONAL SERVICES CONTRACTS

AE53025001	<u>Design Support During Construction - TRC Solutions</u> Contract with TRC expires March 30, 2024. Working on contract extension for continued DSDC.	5	Between \$1M and \$5M
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C) CONSTRUCTION MANAGEMENT SUPPORT SERVICES CONTRACTS

AE94982MC082 Arcadis Task Order No.1	CMSS - Arcadis - TO 1 - EB 91 Scope of work is to set up the field office.		Between \$1M and \$5M
AE94982MC082 Arcadis Task Order No.2	CMSS - Arcadis - TO 2 - EB 91 Scope of work is provide construction management support services staff to support construction contract C1228, including but not limited to the Resident Engineer (RE), Assistant Resident Enginner, and Office Engineer.		Between \$10M and \$15M

D) THIRD PARTY AGREEMENTS

TPAF850460313000 Line TBD (460346)	<u>California Highway Patrol - Construction Zone Enhanced Enforcement Program (COZEEP)</u> COZEEP involves the presence of the CHP in certain construction zones to serve as a reminder to the motoring public to slow down, observe construction zone signs, and use care while driving through the work zone. Funding for COZEEP comes from highway construction.		Between \$500K and less than \$1M
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Attachment B - OIG Spot Check CEO Delegated Authority Delays Avoided (through February 2024)

Project Name	Total Work Days Saved	Years Saved
Crenshaw/LAX	336	1.3
Regional Connector	463	1.8
Purple Line Section 1	777	3.0
Purple Line Section 2	461	1.8
Purple Line Section 3	486	1.9
Division 20	170	0.7
Airport Metro Connector	31	0.1
Total Savings	2693	10.4

Program Management Quarterly Change Report Summary

Darcy Buryniuk

Chief Program Management Officer

Program Management Quarterly Change Report

- This report summarizes quarterly changes valued at greater than \$500,000 for projects managed by Program Management.
- The current Quarterly Change Orders Log is reporting a period from December 1, 2023, through February 29, 2024.
- Changes included in this report are within the approved LOP budget for each project.
- The next Change Order Log will cover the period of March 1, 2024, through May 31, 2024, and will be presented to the July 2024 Construction Committee.

Quarterly Changes (Dec. 1, 2023 – Feb 29, 2024)

Project	# of Approved Changes	Contractor Proposed Amount	Total Approved Amount	Within LOP	# of Pending Changes	Range	Within LOP
Westside Purple Line Extension Section 1	4	\$ 6,409,148	\$ 4,275,136	√	3	Between \$500K and \$5M	√
Westside Purple Line Extension Section 2	8	\$ 31,559,450	\$ 11,426,732	√	3	Between \$500K and less than \$1M	√
Westside Purple Line Extension Section 3	7	\$ 245,441,728	\$ 134,716,264	√	2	Between \$1M and \$5M, More than \$15M	√
Airport Metro Connector	3	N/A	\$ 6,824,057	√	-	-	-
Rail to Rail	1	\$ 2,653,984	\$ 2,543,538	√	-	-	-
Metro G Line BRT Improvements	1	\$ 737,839	\$ 507,476	√	-	-	-
I-105 Express Lanes	1	\$ 11,999,073	\$ 9,388,998	√	2	Between \$1M and \$10M	√
East San Fernando Transit Corridor	-	-	-	-	1	Between \$5M and \$10M	√
I-605 South Street Interchange Improvements	-	-	-	-	1	Between \$500K and less than \$1M	√
EB SR-91 Atlantic to Cherry Avenue	-	-	-	-	4	Between \$500K and \$5M, Between \$10M and \$15M	

**Board Report**

File #: 2024-0176, **File Type:** Policy**Agenda Number:** 17.

**CONSTRUCTION COMMITTEE
APRIL 18, 2024****SUBJECT: BUS STOP LIGHTING****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to negotiate and execute a Memorandum of Understanding (MOU) with the Los Angeles Department of Public Works-Bureau of Street Lighting (BSL) to design and construct bus stop security lighting under the Metro Enhanced Bus Stop Lighting Project (Project) totaling \$1,590,000.

ISSUE

Multiple assessments made since 2016 have shown a need for additional lighting for enhanced safety and security at bus stops throughout Metro's Service Area. Addressing this need is an essential public safety investment to encourage bus ridership and to enhance the customer experience.

Execution of this Project will partially address the need and will be expedited through the City of Los Angeles Bureau of Street Lighting (BSL). Fifty energy-efficient lighting improvements are planned to be installed on City of Los Angeles public rights-of-way at or adjacent to an existing Metro bus stop. BSL will maintain the bus stop lighting and renewable energy sources for these poles and other fixtures, if any.

BACKGROUND

Metro is Los Angeles County's largest transit provider, with over 110 local bus routes that serve customers at more than 12,000 bus stops that are owned by various local jurisdictions. While Metro owns the bus stop signs and signposts at most bus stops, each municipality is responsible for installing and maintaining bus stop infrastructure, including amenities like bus stop lighting.

In 2019, Metro and BSL completed a pilot project consisting of the installation of lighting at 18 bus stop locations within the City of Los Angeles. In the same year, Metro completed the study *Understanding How Women Travel* (August 30, 2019, <https://thesource.metro.net/2019/09/19/metro-releases-understanding-how-women-travel-report/>), which calls for, among other things, for better lighting at transit stops and more frequent service so

riders aren't waiting as long at dark bus stops. Drawing from the outcomes of the pilot project and the needs identified in the study, staff sought additional funding from external sources to execute the next phase of the pilot project.

In 2022, the Federal Transit Administration (FTA) allocated \$1,272,000 of Section 5307 1% Transit Enhancements funds for the procurement and installation of energy efficient lighting at Metro bus stops (Attachment A). Metro and the City of LA also have a long-standing relationship of coordinating together on bus stop lighting improvements. The strategic focus on the City of Los Angeles with this new funding is designed to be a concerted effort to enhance bus stop locations through the City of LA Sidewalk and Transit Amenities Program (STAP).

Lessons learned from this project can be used in the overall execution of future projects involving bus stop lighting throughout the region and with other municipalities. Working together, Metro and local leaders can ensure that customers have access to safe bus stops with better lighting that meet their needs.

DISCUSSION

The Board's authorization of the staff recommendation will allow a 'pass through' to BSL of up to \$1,272,000 of federal funds and up to \$318,000 of Metro matching funds for the design, procurement, and installation of bus stop security lighting. The total cost for the Project is estimated to be \$1,590,000. Prioritization of the bus stop locations will be done through the collaborative efforts of Metro and BSL.

Initially, priority locations were determined during the grant application phase using criteria identified by Metro Service Planning staff. The criteria included public safety statistics and ridership. Input from recent Public Safety Advisory Committee input, Metro Customer Experience surveys, and response to Board Motion 20 (March 16, 2023), will be considered for this project. To optimize STAP and this project's co-benefits, staff will work closely with BSL in identifying the final bus stop priority locations. Additional criteria to be considered could include adjacency to conflicting structures like trees or closeness to curb. Placement at or near STAP-funded amenities such as bus shelters, bus benches, and related bus stop enhancements will also be considered.

BSL staff have also identified innovations that could be included as additional enhancements to the lighting installations, including the use of renewable energy sources and integrated wi-fi gateways.

As the need for bus stop lighting to address safety and security challenges is regional, the lessons learned and innovations from this project would be used to explore strategic bus stop lighting projects with other cities and other jurisdictions in Los Angeles County.

The timeline for the execution of this Project will be as follows:

- Design/Engineering: July 1, 2024

- Construction Complete: April 1, 2026
- LA Board of Public Works Acceptance: September 25, 2026

The City of Los Angeles Board of Public Works Commissioners has already approved the execution of this project, including the commitment to the above timeline, during its February 7, 2024, meeting (Attachment B).

The full set of project milestones, including Metro final acceptance, will be completed by BSL and Metro prior to the signing of the MOU.

DETERMINATION OF SAFETY IMPACT

Approval of this item will result in a positive impact on safety. Bus stop lighting improvements at bus stops will greatly enhance the existing security lighting system's reliability and light output, thereby improving bus riders and pedestrian safety. The project will further provide a comfortable visibility to encourage bus ridership.

FINANCIAL IMPACT

No FY24 funds are required for this action. The FY25 budget proposed for board adoption in May 2024 is included in cost center 2150, Project 450001, Task 60.01, and Account 54001. Since this is a multi-year effort, the Deputy Chief Sustainability Officer and the Chief Program Management Officer will ensure that program funds are budgeted in future fiscal years.

Impact to Budget

Funding of \$1,272,000 for the project will come from Federal Section 5307 TE-1% Funds. The local match of \$318,000 will come from Transportation Development Act Article 4 (TDA4) and/or Prop C 40% Discretionary. The local funds are eligible for bus and rail operating and capital improvement use.

EQUITY PLATFORM

The Project is a partnership between Metro and the City of Los Angeles. Metro Planning and Program Management Staff are coordinating with BSL to identify the initial locations within the City of Los Angeles for installing the 50 bus stop lighting improvements. Metro's 2023 Customer Experience Plan, City of LA's STAP Guidelines, and Metro's Equity Focus Communities (EFCs) were considered in the prioritization effort.

The ensuing programs, outreach, and investments from this Project will result in lighting and safety improvements for Metro customers traveling to, through, and from the City of Los Angeles. Based on feedback from various stakeholders, including Metro's Public Safety Advisory Committee, lighting can support an increased perception of safety and improve the ridership experience. Therefore, those additional benefits are expected to result from this Project.

During the Design/Engineering phase of the Project, staff intends to work with community-based organizations and will seek input to finalize the final installation locations. Groups to be consulted include the Metro Service Council, the Public Safety Advisory Council, Metro Sustainability Council, Aging and Disability Transportation Network, Metro Youth Council, and similar organizations identified by BSL.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This report supports Metro's second and fourth Strategic Plan Goals. Goal 2: Deliver outstanding trip experiences for all users of the transportation system. Goal 4: Transform LA County through regional collaboration and national leadership.

Further, this project is a direct response to the priority needs outlined in Motion 20, and those needs identified in Metro customer experience surveys and in the 2023 Metro Customer Experience Plan to improve bus stops as gateways to the Metro system. Consequently, improvement on Metro's bus stops will also translate to anticipated improvements on bus stops that Metro shares with other transit agencies.

ALTERNATIVES CONSIDERED

The Board could reject the proposed action. This is not recommended as these lights are a much-needed safety enhancement to enhance the existing security lighting system's reliability and light output thereby improving bus riders/pedestrian safety .

NEXT STEPS

Upon approval, staff will negotiate and execute an MOU with the Department of Public Works-Bureau of Street Lighting and implement this project. The Draft Funding Agreement and Scope of Work are included here as Attachments C and D.

ATTACHMENTS

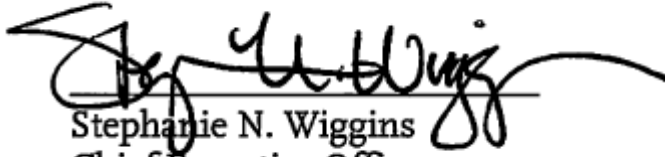
Attachment A - Federal Section 5307 1% Transit Enhancements Funds Allocation
Attachment B - Department of Public Works February 7, 2024, Board Report
Attachment C - Draft Memorandum of Understanding between LACMTA and BSL
Attachment D - Bus Stop Lighting Scope of Work

Prepared by:

Cris B. Liban, Deputy Chief, Sustainability Officer, (213) 922-2471

Reviewed by:

Darcy Buryniuk, Chief Program Management Officer, (213) 922-2250



Stephanie N. Wiggins
Chief Executive Officer

Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022



Bus Transit Subsidies

FEDERAL FORMULA GRANTS

Fiscal Year 2022

ADOPTED

Final Actual Allocations

June 23, 2022

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FY 2022 FEDERAL FORMULA GRANTS ACTUAL REVENUE

Los Angeles County Share of Los Angeles-Long Beach-Anaheim UZA

1	<u>Section 5307 Urbanized Area Formula Grants:</u>		
	Estimated Revenue		\$ 317,929,002
2	Estimated Revenue	\$ 317,929,002	
3	Off the Top:		
	1% Enhancement Allocation	<u>(3,179,290)</u>	
4		<u>\$ 314,749,712</u>	
5	85% Formula Allocation	\$ 267,537,255	
6	15% Discretionary Allocation	<u>47,212,457</u>	
7		\$ 314,749,712	
8	<u>Section 5339 Bus and Bus Facilities Formula Grants:</u>		
	Estimated Revenue		\$ 24,549,578
	<u>Section 5337 State of Good Repair (LA County Share of LA UZA 2):</u>		
	High Intensity Fixed Guideway:		
9	Directional Route Miles (DRM) Generated	\$ 49,388,763	
10	Vehicle Revenue Miles (VRM) Generated	<u>85,584,206</u>	
11		\$ 134,972,969	
	High Intensity Motorbus:		
12	Directional Route Miles (DRM) Generated	\$ 3,604,592	
13	Vehicle Revenue Miles (VRM) Generated	<u>4,682,176</u>	
14		\$ 8,286,768	
15	Section 5337 State of Good Repair Total Estimated Revenue		\$ 143,259,737
16	Total Federal Formula Funds Available		\$ 485,738,317

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FY22 - 5307 Revised Allocation

(\$ Millions)

	Adopted	Actual	Variance	% Delta
1% Off the top (1)	2.483	3.155	0.672	27.0%
15% Discretionary Pool (1)	36.877	47.237	10.360	28.1%
85% Formula Pool	208.971	267.537	58.567	28.0%
Total	248.331	317.929	69.598	28.0%

Recommendation

- (1) - Maintain 1% and 15% pools as allocated including positive variance
- Pro-rated to recipients up to 100% of FY22 Request
 - 1% pool fulfillment of requests leads to a shift of \$24,336 to 15% pool

 - Create a \$10 million carve out for Local Operators (LO) from 85% Formula Pool
 - Assumes funding is for exclusively capital expenditures
 - Assumes available funding subject to an internal Call for Projects among eligible operators
 - Staff would propose an additional even-year allocation of 5307 85% Formula funding of \$5M per (FY's 24/26)

Impacts

	Adopted	Actual	Variance	% Delta
85% Formula Pool	208.971	267.537	58.567	
LO Carve Out		(10.000)	(10.000)	
Balance	208.971	257.537	48.567	23.2%
Metro	141.323	174.168	32.845	
Municipal Operators	67.647	83.369	15.722	
Balance	208.971	257.537	48.567	23.2%

Metro Impact

\$ (6.763)

Municipal Operators Impact

\$ (3.237)

\$ (10.000)

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022
FISCAL YEAR 2022
FEDERAL SECTION 5307 CAPITAL ALLOCATION**

	OPERATOR	LA UZA 2 NET FORMULA SHARE	85% Formula Allocations PROPOSED	15% DISCRETIONARY ALLOCATION		1% ENHANCEMENT ALLOCATION		TOTAL	TDA Fund Exchange	S5339/S5337 Fund Exchange (1)	Total Funds Available
				Project Title	Amount	Project Title	Amount				
1	Antelope Valley	0.1154%	\$ 297,311	Battery Electric Commuter Coach Replacement	\$ 928,799			\$ 1,226,111		\$ 794,871	\$ 2,020,982
2	Arcadia	0.1653%	425,661					425,661		40,576	466,236
3	Claremont	0.0596%	153,398					153,398		14,623	168,021
4	Commerce	0.3453%	889,354	CNG Replacement Buses	2,360,806	Eastern Avenue Transit Hub	596,800	3,846,960		84,777	3,931,737
5	Culver City	1.4611%	3,762,994	Battery Electric Buses	2,170,990	Design and Build 10 TAILS	180,000	6,113,984		358,705	6,472,689
6	Foothill Transit	8.5786%	22,093,001	Zero-Emission Hydrogen Fuel Cell Buses	3,338,746			25,431,748		6,774,358	32,206,106
7	Gardena	1.2831%	3,304,490	CNG Replacement Buses	3,476,744			6,781,234		314,998	7,096,232
8	LADOT	3.9013%	10,047,267	Propane to Electric Buses	1,756,092			11,803,359		1,955,339	13,758,698
9	La Mirada	0.0668%	172,047					172,047		16,400	188,447
10	Long Beach Transit	6.4505%	16,612,509	Admin., Operating & Maintenance Facility Rehab	2,252,736	Bus Stop Improvements - Phase 2	550,000	19,745,244 (2)	(330,000)	1,817,815	21,233,060
11	Montebello	1.9227%	4,951,787	Regional Training (2)	330,000			4,951,787		472,026	5,423,813
12	Metro Bus Ops.	67.6283%	174,168,130	Bus Midlife Refurbishment - 900 New Flyer Xcelsior	23,634,571	Bus Stop Lighting with Security Enhancements	1,272,000	199,074,701 (2)	330,000	(14,712,743)	184,691,958
13	Norwalk	0.7057%	1,817,361	Five Battery Electric Buses	2,069,081	Phase IV Bus Stop Improvement Program	276,154	4,162,596		173,239	4,335,835
14	Redondo Beach	0.3408%	877,807					877,807		83,676	961,483
15	Santa Clarita	0.7914%	2,038,084	Commuter Bus Replacement	1,363,410			3,401,494		194,279	3,595,773
16	Santa Monica	4.7246%	12,167,548	Bus Replacement	3,554,817	Bus Stop Enhancements	280,000	16,002,365		1,258,783	17,261,148
16	Torrance	1.4594%	3,758,506					3,758,506		358,277	4,116,783
17	TOTAL	100.0000%	\$ 257,537,255		\$ 47,236,792		\$ 3,154,954	\$ 307,929,001	\$ -	\$ -	\$ 307,929,001

Notes: Total may not add due to rounding.

(1) Operators' share of Section 5337 and 5339 will be exchanged with Metro's share of Section 5307 allocation.

(2) Second year of fund allocations to the Southern California Regional Transit Training Consortium (SCR TTC) through Long Beach Transit. Funds to the SCR TTC will be exchanged with Metro's TDA share.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FY22 ACTUAL Federal 5307 Capital Allocation

15% Discretionary Allocation and 1% Enhancement Allocation

OPERATOR	15% DISCRETIONARY ALLOCATION ⁽¹⁾				1% ENHANCEMENT ALLOCATION ⁽²⁾		
	Project Title	Estimated Allocation	Requested amount	FY22 Actual Allocation	Project Title	Estimated Allocation	FY22 Actual Allocation (=Requested amount)
1 Antelope Valley	Battery Electric Commuter Coach Replacement	\$ 717,399	\$ 1,576,701	\$ 928,799			
2 Arcadia							
3 Claremont							
4 Commerce	CNG Replacement Buses	2,121,733	2,360,806	2,360,806	Eastern Avenue Transit Hub	537,120	596,800
5 Culver City	Battery Electric Buses	1,676,860	4,140,394	2,170,990	Design and Build 10 TAILS	162,000	180,000
6 Foothill Transit	Zero-Emission Hydrogen Fuel Cell Buses	2,578,828	5,928,340	3,338,746			
7 Gardena	CNG Replacement Buses	2,685,417	5,902,016	3,476,744			
8 LADOT	Propane to Electric Buses	1,356,395	2,981,088	1,756,092			
9 La Mirada							
10 Long Beach Transit	Admin., Operating & Maintenance Facility Rehab	1,740,000	4,000,000	2,252,736	Bus Stop Improvements - Phase 2	467,500	550,000
	Regional Training	330,000	330,000	330,000			
11 Montebello							
12 Metro Bus Ops.	Bus Midlife Refurbishment - 900 New Flyer Xcelsior	18,273,588	126,510,400	23,634,571	Bus Stop Lighting with Security Enhancements	857,769	1,272,000
13 Norwalk	Five Battery Electric Buses	1,598,146	3,673,899	2,069,081	Phase IV Bus Stop Improvement Program	220,923	276,154
14 Redondo Beach							
15 Santa Clarita	Commuter Bus Replacement	1,053,090	2,632,726	1,363,410			
16 Santa Monica	Bus Replacement	2,745,720	6,312,000	3,554,817	Bus Stop Enhancements	238,000	280,000
17 Torrance							
18 TOTAL		\$ 36,877,176	\$ 166,348,370	\$ 47,236,792		\$ 2,483,312	\$ 3,154,954

Note:

(1) The City of Commerce share of actual allocation of 15% fund was \$360,928 more than their requested amount. This amount was proportionally reallocated to the other operators within 15% pool.

(2) After allocating 100% of requested amount of the 1% pool to the operators, \$24,336 excess amount was added to the 15% pool.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

**Federal Section 5307 Capital Allocations
85% Formula Allocations**

	OPERATOR	LA UZA 2 NET FORMULA SHARE	FY22 Estimate	85% Formula Allocations ACTUAL	\$10M Contribution	85% Formula Allocations PROPOSED
1	Antelope Valley	0.1154%	\$ 241,244	\$ 308,856	\$ (11,544)	\$ 297,311
2	Arcadia	0.1653%	345,389	442,189	(16,528)	425,661
3	Claremont	0.0596%	124,470	159,355	(5,956)	153,398
4	Commerce	0.3453%	721,639	923,887	(34,533)	889,354
5	Culver City	1.4611%	3,053,365	3,909,109	(146,115)	3,762,994
6	Foothill Transit	8.5786%	17,926,685	22,950,858	(857,857)	22,093,001
7	Gardena	1.2831%	2,681,326	3,432,801	(128,311)	3,304,490
8	LADOT	3.9013%	8,152,545	10,437,396	(390,129)	10,047,267
9	La Mirada	0.0668%	139,602	178,727	(6,680)	172,047
10	Long Beach Transit	6.4505%	13,479,708	17,257,561	(645,053)	16,612,509
11	Montebello	1.9227%	4,017,975	5,144,062	(192,275)	4,951,787
12	Metro Bus Ops.	67.6283%	141,323,358	180,930,962	(6,762,832)	174,168,130
13	Norwalk	0.7057%	1,474,642	1,887,928	(70,567)	1,817,361
14	Redondo Beach	0.3408%	712,269	911,892	(34,085)	877,807
15	Santa Clarita	0.7914%	1,653,740	2,117,221	(79,137)	2,038,084
16	Santa Monica	4.7246%	9,872,982	12,640,006	(472,458)	12,167,548
17	Torrance	1.4594%	3,049,724	3,904,446	(145,940)	3,758,506
18	TOTAL	100.0000%	\$ 208,970,663	\$ 267,537,255	\$ (10,000,000)	\$ 257,537,255

Notes: Total may not add due to rounding.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FEDERAL SECTION 5337 - STATE OF GOOD REPAIR

Actual apportionment

LOS ANGELES COUNTY SHARE (UZA 2)	Directional Route Miles (DRM) Allocation			Vehicle Revenue Miles (VRM) Allocation			Total \$ Allocation	Fund Exchange	Net Funds Available ⁽¹⁾
	DRM	DRM%	DRM \$Allocation	VRM	VRM%	VRM \$Allocation			
High Intensity Fixed Guideway:									
1 Metro (Including Metrolink)	485.4	99.774%	\$ 49,277,093	27,684,200	98.806%	\$ 84,562,064	\$ 133,839,157	\$ 1,133,812	\$ 134,972,969
2 Long Beach Transit	0.5	0.103%	50,759	60,068	0.214%	183,479	234,238	(234,238)	-
3 Santa Monica	0.6	0.123%	60,911	12,443	0.044%	38,007	98,919	(98,919)	-
4 Foothill Transit	-	0.000%	-	262,121	0.936%	800,655	800,655	(800,655)	-
5 Sub-total	486.5	100.000%	49,388,763	28,018,832	100.000%	85,584,206	134,972,969	-	134,972,969
High Intensity Motorbus:									
6 Antelope Valley	23.6	15.003%	540,803	116,374	4.821%	225,727	766,530	(766,530)	-
7 Foothill Transit	39.4	25.048%	902,867	1,528,527	63.322%	2,964,835	3,867,701	(3,867,701)	-
8 LADOT	35.1	22.314%	804,330	99,635	4.128%	193,259	997,589	(997,589)	-
9 Metro Bus Ops.	59.2	37.635%	1,356,592	669,370	27.730%	1,298,356	2,654,947	5,631,821	8,286,768
10 Sub-total	157.3	100.00%	3,604,592	2,413,906	100.000%	4,682,176	8,286,768	-	8,286,768
11 Total LA County Share - UZA 2	643.80		\$ 52,993,355	30,432,738	200.000%	\$ 90,266,382	\$ 143,259,737	\$ -	\$ 143,259,737

Note:

(1) Operators' share of Section 5337 will be exchanged with Metro's share of Section 5307 allocation.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FEDERAL SECTION 5339 - BUS AND BUS CAPITAL ALLOCATION

Actual apportionment

	OPERATOR	LA UZA 2 NET FORMULA SHARE	Net Formula Share	Fund Exchange	Net Funds Available ⁽¹⁾
1	Antelope Valley	0.1154%	\$ 28,341	\$ (28,341)	\$ -
2	Arcadia	0.1653%	40,576	(40,576)	-
3	Claremont	0.0596%	14,623	(14,623)	-
4	Commerce	0.3453%	84,777	(84,777)	-
5	Culver City	1.4611%	358,705	(358,705)	-
6	Foothill	8.5786%	2,106,002	(2,106,002)	-
7	Gardena	1.2831%	314,998	(314,998)	-
8	LADOT	3.9013%	957,749	(957,749)	-
9	La Mirada	0.0668%	16,400	(16,400)	-
10	Long Beach	6.4505%	1,583,577	(1,583,577)	-
11	Montebello	1.9227%	472,026	(472,026)	-
12	Metro Bus Ops.	67.6283%	16,602,468	7,947,110	24,549,578
13	Norwalk	0.7057%	173,239	(173,239)	-
14	Redondo Beach	0.3408%	83,676	(83,676)	-
15	Santa Clarita	0.7914%	194,279	(194,279)	-
16	Santa Monica	4.7246%	1,159,864	(1,159,864)	-
17	Torrance	1.4594%	358,277	(358,277)	-
18	TOTAL	100.0000%	\$ 24,549,578	\$ -	\$ 24,549,578

Note:

(1) Operators' share of Section 5339 will be exchanged with Metro's share of Section 5307 allocation.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

**Summary of Bus Transit Subsidies
Fiscal Year 2022**

ACTUAL FEDERAL FORMULA GRANTS

Operators	Urbanized Formula Program (Section 5307)			Bus & Bus Facilities (Section 5339)			State of Good Repair (Section 5337)			Total	
	FY22 \$ Allocation	Fund Exchanges	Adjusted \$ Allocation	FY22 \$ Allocation	Fund Exchange	Adjusted \$ Allocation	FY22 \$ Allocation	Fund Exchange	Adjusted \$ Allocation		
Included Operators:											
1	Metro Bus Ops	\$ 199,074,701	\$ (14,382,743)	\$ 184,691,958	\$ 16,602,468	\$ 7,947,110	\$ 24,549,578	\$ 136,494,104	\$ 6,765,633	\$ 143,259,737	\$ 352,501,273
Municipal Operators:											
2	Arcadia	425,661	40,576	466,236	40,576	(40,576)	-	-	-	-	466,236
3	Claremont	153,398	14,623	168,021	14,623	(14,623)	-	-	-	-	168,021
4	Commerce	3,846,960	84,777	3,931,737	84,777	(84,777)	-	-	-	-	3,931,737
5	Culver City	6,113,984	358,705	6,472,689	358,705	(358,705)	-	-	-	-	6,472,689
6	Foothill Transit	25,431,748	6,774,358	32,206,106	2,106,002	(2,106,002)	-	4,668,356	(4,668,356)	-	32,206,106
7	Gardena	6,781,234	314,998	7,096,232	314,998	(314,998)	-	-	-	-	7,096,232
8	La Mirada	172,047	16,400	188,447	16,400	(16,400)	-	-	-	-	188,447
9	Long Beach	19,745,244	1,487,815	21,233,060	1,583,577	(1,583,577)	-	234,238	(234,238)	-	21,233,060
10	Montebello	4,951,787	472,026	5,423,813	472,026	(472,026)	-	-	-	-	5,423,813
11	Nonwalk	4,162,596	173,239	4,335,835	173,239	(173,239)	-	-	-	-	4,335,835
12	Redondo Beach	877,807	83,676	961,483	83,676	(83,676)	-	-	-	-	961,483
13	Santa Monica	16,002,365	1,258,783	17,261,148	1,159,864	(1,159,864)	-	98,919	(98,919)	-	17,261,148
14	Torrance	3,758,506	358,277	4,116,783	358,277	(358,277)	-	-	-	-	4,116,783
15	Sub-Total	92,423,337	11,438,254	103,861,591	6,766,740	(6,766,740)	-	5,001,513	(5,001,513)	-	103,861,591
Eligible Operators:											
16	Antelope Valley	1,226,111	794,871	2,020,982	28,341	(28,341)	-	766,530	(766,530)	-	2,020,982
17	LADOT	11,803,359	1,955,339	13,758,698	957,749	(957,749)	-	997,589	(997,589)	-	13,758,698
18	Santa Clarita	3,401,494	194,279	3,595,773	194,279	(194,279)	-	-	-	-	3,595,773
19	Foothill BSCP	-	-	-	-	-	-	-	-	-	-
20	Sub-Total	16,430,963	2,944,489	19,375,453	1,180,370	(1,180,370)	-	1,764,120	(1,764,120)	-	19,375,453
21	Total Excluding Metro	108,854,301	14,382,743	123,237,043	7,947,110	(7,947,110)	-	6,765,633	(6,765,633)	-	123,237,043
22	Re-Allocated to Local Operators (1)			10,000,000							10,000,000
23	Grand Total	\$ 307,929,001	\$ -	\$ 317,929,001	\$ 24,549,578	\$ -	\$ 24,549,578	\$ 143,259,737	\$ -	\$ 143,259,737	\$ 485,738,316

Note: Totals may not add due to rounding.

(1) The 5307 funds allocated to Local Operators will be exchanged with Metro's local funds.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

CAPITAL ALLOCATION % SHARE CALCULATION

	OPERATOR	MILEAGE CALCULATION				ACTIVE FLEET CALCULATION						
		Local Vehicle Miles [Input]	Express Vehicle Miles [Input]	Total Miles Weighted 60% Local/ 40% Express	1/3 Weight	Active Fleet (1) [Input]	Peak Bus Fixed Route (2) [Input]	Allowable Peak Bus (Peak+20%)	DAR Seats (3) [Input]	Bus Eqvt. (44 Seats per Bus)	Total Active Vehicle	1/3 Weight
1	Antelope Valley	2,446,104	1,358,830	2,011,194	0.8153%	80	71	80.0	0	0.0	80.0	0.6989%
2	Arcadia DR	103,481	-	62,089	0.0252%	0	0	0.0	102	2.3	2.3	0.0203%
3	Arcadia MB	188,621	-	113,173	0.0459%	8	6	7.2	0	0.0	7.2	0.0629%
4	Claremont	48,300	-	28,980	0.0117%	0	0	0.0	218	5.0	5.0	0.0433%
5	Commerce	475,304	-	285,182	0.1156%	19	15	18.0	48	1.1	19.1	0.1668%
6	Culver City	1,832,828	-	1,099,697	0.4458%	54	44	52.8	0	0.0	52.8	0.4613%
7	Foothill Transit	10,319,428	6,972,134	8,980,510	3.6405%	347	303	347.0	0	0.0	347.0	3.0316%
8	Gardena	1,770,445	-	1,062,267	0.4306%	54	43	51.6	0	0.0	51.6	0.4508%
9	LADOT	2,982,484	2,943,835	2,967,024	1.2028%	199	170	199.0	0	0.0	199.0	1.7386%
10	La Mirada	73,476	-	44,086	0.0179%	0	0	0.0	208	4.7	4.7	0.0413%
11	Long Beach	8,195,601	-	4,917,361	1.9934%	234	196	234.0	40	0.9	234.9	2.0523%
12	Montebello	2,466,913	77,933	1,511,321	0.6127%	72	67	72.0	40	0.9	72.9	0.6370%
13	Metro Bus Ops.	82,830,000	5,360,000	51,842,000	21.0156%	2,419	1,963	2,355.6	0	0.0	2,355.6	20.5803%
14	Norwalk	1,089,677	-	653,806	0.2650%	34	24	28.8	0	0.0	28.8	0.2516%
15	Redondo Beach	487,557	-	292,534	0.1186%	20	14	16.8	75	1.7	18.5	0.1617%
16	Santa Clarita	2,249,325	1,086,067	1,784,022	0.7232%	83	69	82.8	0	0.0	82.8	0.7234%
17	Santa Monica	5,417,000	242,000	3,347,000	1.3568%	196	166	196.0	0	0.0	196.0	1.7124%
18	Torrance	1,634,000	613,000	1,225,600	0.4968%	56	48	56.0	48	1.1	57.1	0.4988%
19	TOTAL	124,610,544	18,653,799	82,227,846	33.3333%	3,875	3,199	3,797.6	779	17.7	3,815.3	33.3333%

Notes:

Include only MTA Funded Programs:

- (1) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode MB), Number of Active Vehicles in Fleet". LADOT's total active vehicles is reported separately.
- (2) Source: NTD Report Form S-10 "Service Non-Rail (Mode MB), Vehicles Operated in Annual Maximum Service". LADOT's figure is from TPM excluding Community Dash.
- (3) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode DR), Seating Capacity". Redondo Beach's Seating Capacity is apportioned between FAP and non-FAP vehicles.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

CAPITAL ALLOCATION % SHARE CALCULATION (Continued)

OPERATOR	FARE UNITS				UNLINKED PASSENGERS		Gross Formula Share	Re-Allocate AVTA And Santa Clarita's Non-LA2 UZA Share	LA UZA 2 Net Formula Share
	Passenger Revenue [Input]	Base Fare \$ [Input]	Fare Units	1/2 of 1/3 Weight	Unlinked Passengers [Input]	1/2 of 1/3 Weight			
1 Antelope Valley	\$4,706,264	\$ 1.50	3,137,509	0.3188%	2,301,868	0.1078%	1.9408%	-1.8253%	0.1154%
2 Arcadia DR	5,087	0.50	10,174	0.0010%	22,841	0.0011%	0.0475%	0.0014%	0.0490%
3 Arcadia MB	7,526	0.50	15,052	0.0015%	54,902	0.0026%	0.1129%	0.0034%	0.1163%
4 Claremont	37,700	2.50	15,080	0.0015%	26,500	0.0012%	0.0578%	0.0018%	0.0596%
5 Commerce (1)	-	-	309,059	0.0314%	455,961	0.0213%	0.3351%	0.0102%	0.3453%
6 Culver City	2,908,933	1.00	2,908,933	0.2955%	4,600,876	0.2154%	1.4181%	0.0431%	1.4611%
7 Foothill	16,079,595	1.50	10,719,730	1.0891%	12,053,307	0.5644%	8.3256%	0.2529%	8.5786%
8 Gardena	2,235,072	1.00	2,235,072	0.2271%	2,920,856	0.1368%	1.2453%	0.0378%	1.2831%
9 LADOT	6,411,286	1.50	4,274,191	0.4343%	8,769,797	0.4106%	3.7863%	0.1150%	3.9013%
10 La Mirada	35,602	1.00	35,602	0.0036%	43,686	0.0020%	0.0648%	0.0020%	0.0668%
11 Long Beach	13,854,161	1.25	11,083,329	1.1260%	23,248,158	1.0886%	6.2603%	0.1902%	6.4505%
12 Montebello	3,972,587	1.10	3,611,443	0.3669%	5,328,407	0.2495%	1.8661%	0.0567%	1.9227%
13 Metro Bus Ops.	191,776,000	1.75	109,586,286	11.1338%	275,603,000	12.9047%	65.6344%	1.9939%	67.6283%
14 Norwalk	1,246,966	1.25	997,573	0.1014%	1,427,804	0.0669%	0.6849%	0.0208%	0.7057%
15 Redondo Beach	328,405	1.00	328,405	0.0334%	366,810	0.0172%	0.3308%	0.0100%	0.3408%
16 Santa Clarita	3,159,143	1.00	3,159,143	0.3210%	2,565,484	0.1201%	1.8877%	-1.0963%	0.7914%
17 Santa Monica	11,431,000	1.25	9,144,800	0.9291%	12,536,000	0.5870%	4.5853%	0.1393%	4.7246%
18 Torrance	2,473,000	1.00	2,473,000	0.2513%	3,620,000	0.1695%	1.4164%	0.0430%	1.4594%
19 TOTAL	\$260,668,327		164,044,380	16.6667%	355,946,257	16.6667%	100.0000%	0.0000%	100.0000%

Note:

(1) Commerce Fare Units are calculated as follows: ((Total Fare Units w/out MTA and Commerce) / (Total Unlinked Passengers w/out MTA and Commerce)) * Commerce Unlinked Passengers.

FORM FFA10, SECTION 9 STATISTICS PASSENGER MILES IS USED TO CALCULATE AVTA AND SANTA CLARITA'S RE-ALLOCATION OF CAPITAL MONIES.

	ANTELOPE VALLEY			SANTA CLARITA		
	Passenger Miles	%	Re-Allocated Share	Passenger Miles	%	Re-Allocated Share
20 Non-LA 2 UZA (AV 123 for AVTA, AV 176 for Santa Clarita)	28,383,366	94.0517%	1.8253%	11,404,989	58.0772%	1.0963%
21 UZA number LA 2	1,795,116	5.9483%	0.1154%	8,232,648	41.9228%	0.7914%
22 Total	30,178,482	100.0000%	1.9408%	19,637,637	100.0000%	1.8877%

**DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET LIGHTING**

REPORT NO. 1

FEBRUARY 7, 2024

C.D. ALL

Honorable Board of Public Works
of the City of Los Angeles

AUTHORIZE SIGNATURE OF MEMORANDUM OF UNDERSTANDING BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSIT AUTHORITY (LACMTA) AND BUREAU OF STREET LIGHTING (BSL) FOR ENHANCED MTA BUS STOPS SECURITY LIGHTING (various locations)

RECOMMENDATIONS:

1. AUTHORIZE the Director of the Bureau of Street Lighting (BSL) to negotiate and execute a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transit Authority (LACMTA) to design, specify equipment and contract out the construction of at least (50) fifty energy efficient lighting at/or adjacent to LACMTA bus stops. Energy efficient lighting standard can be powered, as feasible, by renewable energy resources. Special emphasis will be given where lighting fixture will add additional safety features for LACMTA patrons/riders.
2. Authorize that \$1,590,000 grant reimbursements from the State and LACMTA can be received and deposited into the Street Lighting Maintenance Assessment Fund and subsequently if front funded then transferred back to the Public Works Trust Fund PWTF no later than one week after the deposit has been made.

DISCUSSION

The City of Los Angeles Bureau of Street Lighting will design, specify equipment, and contract out the construction of at least (50) fifty energy efficient bus stop lighting at/or adjacent to LACMTA bus stops. Energy efficient lighting standard can be powered, as feasible, by renewable energy resources. Special emphasis will be given where lighting fixture will add additional safety features for LACMTA patrons/riders. Locations will be selected from a list to be provided by LACMTA that qualify for federal reimbursement of design and construction costs under the program. The improvements at these bus stops will greatly enhance the existing security lighting system's reliability and light output thereby improving bus riders/pedestrian safety sensibility.

The timeline is estimated to be:

Design/Engineering Start:	July 1, 2024
Advertise:	February 14, 2025
Contract Award:	August 2, 2025
Construction Complete:	April 1, 2026
Board Acceptance:	September 25, 2026

FISCAL IMPACT STATEMENT

There is no impact to the City's General Fund. The PWTF will front fund the projects for a total of \$1,590,000 , and the PWTF will be reimbursed by the Street Lighting Maintenance Assessment Fund as soon as grant proceeds are received from LACMTA-FTA.

**DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET LIGHTING**

REPORT NO. 1

FEBRUARY 7, 2024

Page 2

STATUS OF FINANCING

If awarded, funding will be available at the PWTF, Fund 834 to transfer to Street Lighting Maintenance Assessment (SLMAF) Fund, 347, New Account (Project Name) to front fund the construction and design of the projects. Funds will be transferred from the PWTF to SLMAF upon awarding of contract and showing proof of grant award.

Federal billings will be submitted progressively and PWTF will be reimbursed as grant proceeds are received from LACMTA-FTA as per Recommendation 2.

Report prepared by:

Asaad Y. Alnajjar, P.E.,
Program Manager
TRANSIT LIGHTING DIVISION
213-847-1524

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Miguel Sangalang" with a stylized flourish at the end.

Miguel Sangalang, Executive Director
Bureau of Street Lighting

ATTACHMENT A**SCOPE OF WORK****Project Description**

The City of Los Angeles Bureau of Street Lighting will design, specify equipment and contract out the construction of at least (50) fifty energy efficient lighting at/or adjacent to LACMTA bus stops. Energy efficient lighting standard can be powered, as feasible, by renewable energy resources. Special emphasis will be given where lighting fixture will add additional safety features for LACMTA patrons/riders.

Project Budget

Preliminary Engineering	\$ 250,000
Contract Items	\$1,100,000
Construction Engineering	\$ 100,000
Contingency (12.7%)	<u>\$ 140,000</u>
Total Project Budget	\$1,590,000

Funding Sources

Federal Section 5307 TE-1% Funds	\$ 1,272,000
LACMTA Local Funds	<u>\$ 318,000</u>
Total Project Budget	\$ 1,590,000

Project Milestones

Effective Date of Funding Agreement with LACMTA*

Design/Engineering: July 1, 2024

Advertise: February 14, 2025

Contract Award: August 2, 2025

Construction Complete: April 1, 2026

Board Acceptance: September 25, 2026

* All costs incurred by City of Los Angeles prior to the Effective Date of this funding agreement are ineligible for reimbursement.

FTA Grant No: CA-20XX-XXX
 FIS Grant No: 700XXX
 FTIP: LA0D337

Agmt: xxxxxxxxxxxxxxxxxxxx
 CFDA: 20507
 DUNS: 112259267

AGREEMENT

This Funding Agreement (“Agreement”) is made and entered into effective as of XXXXXXXX XX, 2024 (“Effective Date”), and is by and between the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) and the City of Los Angeles Bureau of Street Lighting (“BSL”).

RECITALS:

- A.** In FY2021, the Bus Operators Subcommittee (BOS) allocated \$1,272,000 of Federal Section 5307 1% Transit Enhancements funds (the “Federal Funds”) to LACMTA for the Installation of Enhanced Bus Stop Lighting at system-wide bus stop locations.
- B.** Federal Transit Administration (FTA) awarded Grant CA-20XX-XXX (the “Grant”) for \$1,272,000 of federal funds for the procurement and installation of energy efficient lighting to LACMTA bus stops (the “Project”).
- C.** The total cost for the Project is estimated to be \$1,590,000 (“Estimated Cost”). LACMTA desires to pass through to BSL up to \$1,272,000 of Federal Funds and up to \$318,000 of LACMTA Local Funds (the “Local Funds”) for the Project. Collectively, the Federal Funds and the Local Funds constitute the Project budget and are referred to herein as the “Funds.”
- D.** BSL will design, procure, and install energy efficient lighting at/or adjacent to LACMTA bus stops within City of Los Angeles, as set forth in the Scope of Work (SOW) (Exhibit “A”).
- E.** LACMTA Board action of XXXXXXXX XX, 2024, authorized the Chief Executive Officer to negotiate and execute funding agreement in the not to exceed amount of \$1,590,000 with BSL and act as the pass-through agency on its behalf for Federal Transit Administration funds and as the grantor of the Local Funds, contingent upon Los Angeles City Council action to accept the funds.
- F.** Whereas, the City of Los Angeles Board of Public Works action has approved the funding agreement on XXXXXXXX XX, 2023.
- G.** The parties hereby desire to execute this Agreement to authorize LACMTA to “pass through” the Federal Funds and for LACMTA to grant the Local Funds to BSL, all as set forth herein.

1. PAYMENT OF FUNDS

1.1 To the extent LACMTA receives Federal Funds pursuant to the Federal Grant, LACMTA shall use such Federal Funds to reimburse BSL for eligible Project expenses as set forth herein. Advanced payments of Federal Funds by LACMTA are not allowed.

1.2 To the extent the Local Funds are available, LACMTA shall make to BSL a grant of the Local Funds in the amount of \$318,000.

1.3 Payments to BSL will be processed by LACMTA within a reasonable time period, but in no event more than sixty (60) calendar days after receipt of a Request for Reimbursement, which complies with the requirements of Section 4 below.

1.4 BSL shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), the United States Department of Labor (USDOL), the FTA and of LACMTA as required by LACMTA to fulfill its responsibilities as the grantee under the Federal Grant and as the pass-through agency.

2. LACMTA COSTS

2.1 LACMTA will not charge BSL for administrating the Federal Funds.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to BSL.

4. REQUEST FOR REIMBURSEMENT

4.1 All eligible Project expenses, as defined in the SOW, incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.

4.2 Not more frequently than once a month, BSL will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred and paid for by BSL consistent with the Project's SOW. The Request for Reimbursement submitted by BSL shall be signed by an authorized agent who can duly certify the accuracy of the included information. Advance payments by LACMTA are not allowed.

4.3 Each Request for Reimbursement shall report the total of Project expenditures, specify the percent and amount of Federal Funds and Local Funds to be reimbursed, and include a detailed invoice describing all invoiced work completed.

4.4 LACMTA may retain 10 percent of each invoice amount until LACMTA has evaluated BSL's performance according to the criteria specified by LACMTA and the data provided by BSL and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. BSL shall invoice LACMTA for reimbursement of the 10 percent retention separately.

4.5 The Request for Reimbursement must be submitted on the BSL's letterhead and shall be accompanied by appropriate documentation supporting costs incurred.

4.6 BSL should consult with LACMTA's Grant Manager for questions regarding non-reimbursable expenses.

4.7 Total payments shall not exceed \$1,590,000 (the sum of the Federal Funds and the Local Funds) provided for the Project. No Request for Reimbursement will be processed by LACMTA for expenses incurred after the Termination Date of this Agreement.

4.8 If any amounts paid to BSL are disallowed or not reimbursed by the FTA for any reason, BSL shall remit to LACMTA the disallowed or non-reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to the audit provisions contained herein and within the Federal Grant.

4.9 BSL shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of LACMTA. BSL acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.10 All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net

Agmt#_xxxxxxxxxxxxxxxx(FTA GRANT CA-20XX-XXX)

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority

P.O. Box 512296

Attention: Metro Accounts Payable

Los Angeles, CA 90051-0296

Agmt#xxxxxxxxxxxxxxxx(FTA GRANT CA-20XX-XXX)

A copy of all Requests for Reimbursement submittals shall also be forward to LACMTA's Grant Manager, either by email (crumpt@metro.net) or by standard mail to the following

address:

Los Angeles County Metropolitan Transportation Authority
Regional Grants Management
Attention: Tyrone Crump
One Gateway Plaza
Mail Stop: 99-23-3
Los Angeles, CA 90012-2952

4.11 BSL shall provide written notification to LACMTA's Grant Manager regarding any changes to the Project management team. Unless otherwise specified, the following BSL's address and contact person will be used by LACMTA for all correspondence and documentation relevant to this Agreement:

City of Los Angeles
Bureau of Street Lighting
1149 S Broadway, Ste. 200, Stop 545
Los Angeles, CA 90015
Attention: Fabian Cheng, Assistant Director

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and BSL execute this Agreement and LACMTA has entered into the Federal Grant with the FTA. The end date of reimbursable activities is the Termination Date of this Agreement.

6. FEDERAL REQUIREMENTS

6.1 BSL shall utilize the Funds to complete the Project as described in the SOW and in accordance with the Federal Grant requirements of the FTA and this Agreement.

6.2 All FTA requirements and guidelines, as summarized in the Federal Grant and the FTA Master Agreement, are incorporated by reference herein as part of this Agreement. These requirements include, but are not limited to:

- (a) Assurances of legal authority.
- (b) Certification of non-debarment, suspension or termination.
- (c) Certification of a drug-free workplace.
- (d) Inter-governmental review(e) Civil Rights review, including Title VI Program review.
- (f) Disadvantaged Business Enterprise (DBE) assurances.
- (g) Americans with Disabilities Act (ADA) disability non-discrimination.
- (h) Office of Management and Budget (OMB) circulars.
- (i) Lobbying certifications.
- (j) Buy America requirements.
- (k) NEPA environmental review.

- (l) Single audit requirements.
- (m) FTA Circular C 9300.1B (Capital Program).
- (n) FTA Circular C 5010.1E (Grants Management).
- (o) FTA Circular C 4220.1F (Third-Party Contracting).
- (p) Section 5333(b), Employee Protective Arrangements, of Federal Transit Act.

6.3 LACMTA shall not be responsible for providing any funding to substitute for the Federal Funds in the event the Federal Grant is withdrawn or is recalled for any reason.

6.4 Should the FTA or the USDOL require amendments, revisions, deletions of, or additions to the provisions contained within this Agreement, BSL shall promptly execute all such amendments, revisions, deletions, or additions, as necessary, to comply with requirements of the FTA and the USDOL.

7. REPORTING AND AUDIT REQUIREMENTS

7.1 BSL shall be subject to and shall comply with all applicable requirements of LACMTA, the FTA and DOL regarding Project reporting and audit requirements. BSL shall use the assigned FTA Grant number CA-20XX-XXX and Agreement number xxxxxxxxxxxxxxxxxxxx on all correspondence.

7.2 BSL shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Quarterly Narrative and Financial Report on Project progress
- (b) Copy of BSL's official annual fiscal report
- (c) Copy of BSL's annual independent A-133 single audit report of the Project
- (d) Annual FTA compliance self-certification
- (e) Other reports that may be required

7.3 BSL shall submit the Quarterly Progress Report within fifteen (15) days after the close of each quarter in the months of October, January, April and July. Should BSL fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse BSL until the completed required report is received, reviewed, approved. If no activity has occurred during a particular quarter, BSL will still be required to submit the Quarterly Progress Report indicating no dollars were expended that quarter.

7.4 LACMTA and the FTA and/or their respective designees, in order to fulfill their respective responsibilities as the grantee/designated recipient and grantor of the Federal Grant, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. BSL shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. BSL shall reimburse LACMTA for any expenditure not in compliance with the SOW or other

terms and conditions of this Agreement, other applicable requirements of LACMTA or requirements of the Federal Grant, or other applicable requirements of the FTA. LACMTA shall use FAR standards in determining the reasonableness of costs incurred. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

7.5 BSL shall retain all original records and documents related to the Project for a period of three (3) years after final payment is made or in accordance with the Federal Grant, whichever time period is longer.

7.6 BSL shall obtain the services of an independent auditor to conduct a single audit of the Project each year in conformance with the provisions of OMB Circular A-133. The audit shall also include an audit of this Agreement, as a pass through of US Department of Transportation funds. BSL shall submit a copy of each single audit to LACMTA within thirty (30) days of its completion.

8. FUNDS AVAILABILITY

8.1 Federal Funds: This Agreement is a pass-through Agreement of FTA grant funds. The Grant consists of 5307 1% Transit Enhancement Funds and is subject to the terms and conditions of this Agreement and the Grant and the applicable requirements of FTA and LACMTA. This Agreement neither implies nor obligates any funding commitment by LACMTA for the Project.

8.2 Local Funds: This Agreement includes a one-time only grant of the Local Funds. The Local funds are subject to the terms and conditions agreed to herein.

9. EXPENDITURE AND DISPOSITION OF FUNDS

9.1 The expenditure and disposition of the Federal Funds by BSL shall be subject to and in accordance with the terms and conditions of this Agreement, the Federal Grant and applicable requirements of the LACMTA and FTA. BSL shall not utilize the Federal Funds in any way or on any project other than that specified in this Agreement and the Federal Grant.

9.2 At the substantial completion of the Project, BSL will submit to LACMTA a Notice of Substantial Completion when: (i) the contractor has completed all the activities specified in the SOW, except punch list items; and, (ii) BSL has ensured that the work was performed in accordance with all applicable Project requirements outlined in the SOW. Within a reasonable time thereafter, BSL and LACMTA will inspect the Project to ascertain substantial completion and to agree on the punch list. BSL shall ensure that all punch list items are completed and shall submit a Request for Final Acceptance. Within 30 days thereafter, LACMTA will inspect the Project. If accepted, BSL shall obtain and submit to LACMTA releases from its contractors and subcontractors. Upon approval of the releases, LACMTA will release any retention and make a final payment to BSL. If the Project or releases are not accepted or approved by LACMTA, BSL shall perform, or have its

contractors perform, such acts as are necessary to obtain acceptance of the Project or releases.

9.3 BSL shall be responsible for any and all cost overruns incurred as a result of this Project. Under no circumstance will the total amount of money that LACMTA reimburses BSL exceed the amount of the Funds. Upon purchase, all Project components as set forth in the SOW, will become the property of BSL, who shall be responsible for covering all maintenance and repair costs over the entire useful life of this federally funded Project.

9.4 Upon completion of the Project described in the SOW and disposition of the 10% retention, any unused Federal Funds shall revert back to the FTA and any unused Local Funds shall remain with LACMTA.

9.5 BSL shall address all correspondence to the FTA regarding this Project through LACMTA's Grant Manager.

9.6 The Funding Plan lists the sources of funds for the Project and is included in the SOW.

9.7 No material changes, as determined by LACMTA in its reasonable discretion and subject to the final discretion of the FTA, to the SOW shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's Chief Executive Officer or his/her designee and amendment to the Federal Grant evidencing the FTA's acceptance of such material change. BSL shall give advance notice to LACMTA of all proposed changes to the SOW that BSL submits to LACMTA.

10. TIMELY USE OF FUNDS

10.1 BSL shall demonstrate timely use of the Funds by expending the Funds for allowable costs from its Effective Date, unless otherwise stated in this Agreement.

10.2 In the event this Agreement is not executed and/or evidence of timely use of the Funds is not demonstrated as described in Section 8.1 of this Agreement, the Project will be re-evaluated by LACMTA and the Funds may be subject to deobligation consistent with FTA requirements. In the event that the Funds are deobligated, this Agreement shall automatically terminate.

11. DEFAULT

Default under this Agreement is defined as one or more of the following: (i) BSL fails to comply with the terms and conditions contained in this Agreement or the Federal Grant; (ii) BSL fails to perform satisfactorily or to make sufficient progress toward Project completion; (iii) BSL makes a material change to the SOW without prior written consent or approval by LACMTA and the FTA; or, (iv) BSL is in default of any other applicable requirements of LACMTA or the FTA.

12. REMEDIES

12.1 In the event of a default by BSL, LACMTA shall provide written notice of such default to BSL with a 30-day period to cure the default. In the event BSL fails to cure the default, or commit to cure the default and commence the same within such 30 day period and to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make a determination to make no further disbursements of funds to BSL; (iii) LACMTA may recover from BSL any funds paid to BSL after the default; and/or (iv) any remedies the FTA may have under the Federal Grant.

12.2 Effective upon receipt of written notice of termination from LACMTA, BSL shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing, in which case the disbursement of funds shall continue in accordance with this Agreement.

12.3 Subject to LACMTA's agreement providing prior written notice with a 30-day period to cure the default, the remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

13. SECTION 5333(b) REQUIREMENTS

13.1 For purposes of satisfying the requirements of Section 5333(b) of the Federal Transit Act, by signing this Agreement, BSL certifies its acceptance of the terms and conditions of all protective arrangements applicable to all capital and operating assistance projects and of any other Section 5333(b) protections certified by the USDOL as applicable to any federal funding received.

13.2 BSL shall indemnify, defend, and hold harmless the LACMTA and its employees, officers and agents for any claims properly brought by public transportation employees in BSL's service area or by its subcontractors pursuant to the Special Warranty, or any other Section 5333(b) arrangements, that may be filed against LACMTA and that may arise from any or all of the Federal Grant awarded to LACMTA on behalf BSL for the Project.

14. OTHER TERMS AND CONDITIONS

14.1 This Agreement, along with the applicable requirements of the FTA, DOL, LACMTA and the Federal Grant, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.

14.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. Agency Court for the Central Agency of

California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

14.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by BSL under or in connection with any work performed by, and/or service provided by, BSL, its officers, agents, employees, contractors and subcontractors under this Agreement or the guidelines. BSL shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including, without limitation: (i) use of the Funding Amount by BSL, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of BSL's obligations under this Agreement or the Federal Grant; or (iv) any act or omission by BSL, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services including, without limitation, the SOW as described in this Agreement.

14.4 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

14.5 BSL shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

14.6 BSL shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or his/her designee, and any assignment without said consent shall be void and unenforceable.

14.7 Subject to all requirements of this Agreement, the Federal Grant, and all other applicable requirements of LACMTA and FTA, including without limitation the requirement of competitive procurement of services and assets, BSL may contract with other entities, including its affiliates in a project management role, to implement this Agreement.

14.8 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full

force without being impaired or invalidated in any way.

14.9 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

14.10 All notices shall be given to the project managers of each agency at the addresses specified in Section 4 of this Agreement, unless otherwise notified in writing.

14.11 BSL, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. BSL shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

14.12 BSL agrees to comply with USDOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”, 49 C.F.R. Part 18.

14.13 BSL agrees that federal laws and regulations control Project award and implementation. BSL also agrees that federal directives as defined in the FTA Master Agreement, set forth federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. BSL understands and agrees that unless FTA has offered express written approval of alternative procedure or course of action differing from a procedure or course of action set forth in the applicable federal directive, BSL may incur a violation of the terms of its Agreement if it implements an alternative procedure or course of action not approved by FTA.

14.14 BSL understands and agrees that federal laws, regulations, and directives applicable to the Project and to itself as the applicant for federal funds on the date on which the FTA authorized official awards of federal assistance for the Project may be modified from time to time. In particular, new federal laws, regulations and directives may become effective after the date on which BSL executes the Agreement for the Project, and might apply to that Agreement. BSL agrees that the most recent of such federal laws, regulations and directives will govern the administration of the Project at any particular time, except to the extent FTA determines otherwise in writing.

14.15 BSL understands that it will make reference to the Catalog of Federal Domestic Assistance (CFDA) number for the Section 5307 Urbanized Area Formula Program (20.507) in all its correspondence, including quarterly progress reports, invoices, and single audit reports.

15. COMMUNICATIONS

15.1 BSL shall ensure that all Communication Materials contain recognition of LACMTA’s contribution to the Project as more particularly set forth in “Funding Agreement Communications Materials Guidelines” available on line or from the LACMTA Project

Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. BSL shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Customer Experience Officer.

15.2 For purposes of this Agreement, “Communications Materials” include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of “Communications Materials” is found in the Funding Agreement Communications Materials Guidelines.

15.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

15.4 BSL shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

15.5 The LACMTA Project Manager shall be responsible for monitoring BSL compliance with the terms and conditions of this Section. BSL failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date written above.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

CITY OF LOS ANGELES

By: _____
Miguel Sangalang
Executive Director, Bureau of Street Lighting

Date: _____

APPROVED AS TO FORM:

By: _____
Tanea Ysaguirre
Deputy City Attorney

Date: _____

Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022



Bus Transit Subsidies

FEDERAL FORMULA GRANTS

Fiscal Year 2022

ADOPTED

Final Actual Allocations

June 23, 2022

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FY 2022 FEDERAL FORMULA GRANTS ACTUAL REVENUE

Los Angeles County Share of Los Angeles-Long Beach-Anaheim UZA

1	Section 5307 Urbanized Area Formula Grants:		\$	317,929,002
	Estimated Revenue			
2		Estimated Revenue	\$	317,929,002
3		Off the Top:		
		1% Enhancement Allocation		(3,179,290)
4			\$	<u>314,749,712</u>
5		85% Formula Allocation	\$	267,537,255
6		15% Discretionary Allocation		47,212,457
7			\$	<u>314,749,712</u>
8	Section 5339 Bus and Bus Facilities Formula Grants:			
	Estimated Revenue		\$	24,549,578
9	Section 5337 State of Good Repair (LA County Share of LA UZA 2):			
	High Intensity Fixed Guideway:			
	Directional Route Miles (DRM) Generated		\$	49,388,763
10	Vehicle Revenue Miles (VRM) Generated			85,584,206
11			\$	<u>134,972,969</u>
	High Intensity Motorbus:			
12	Directional Route Miles (DRM) Generated		\$	3,604,592
13	Vehicle Revenue Miles (VRM) Generated			4,682,176
14			\$	<u>8,286,768</u>
15	Section 5337 State of Good Repair Total Estimated Revenue		\$	<u>143,259,737</u>
16	Total Federal Formula Funds Available		\$	<u>485,738,317</u>

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FY22 - 5307 Revised Allocation

(\$ Millions)

	Adopted	Actual	Variance	% Delta
1% Off the top (1)	2.483	3.155	0.672	27.0%
15% Discretionary Pool (1)	36.877	47.237	10.360	28.1%
85% Formula Pool	208.971	267.537	58.567	28.0%
Total	248.331	317.929	69.598	28.0%

Recommendation

- (1) - Maintain 1% and 15% pools as allocated including positive variance
 - Pro-rated to recipients up to 100% of FY22 Request
 - 1% pool fulfillment of requests leads to a shift of \$24,336 to 15% pool
 - Create a \$10 million carve out for Local Operators (LO) from 85% Formula Pool
 - Assumes funding is for exclusively capital expenditures
 - Assumes available funding subject to an internal Call for Projects among eligible operators
 - Staff would propose an additional even-year allocation of 5307 85% Formula funding of \$5M per (FY's 24/26)

Impacts

	Adopted	Actual	Variance	% Delta
85% Formula Pool	208.971	267.537	58.567	
LO Carve Out		(10.000)	(10.000)	
Balance	208.971	257.537	48.567	23.2%
Metro	141.323	174.168	32.845	
Municipal Operators	67.647	83.369	15.722	
Balance	208.971	257.537	48.567	23.2%

Metro Impact	\$	(6.763)
Municipal Operators Impact	\$	(3.237)
	\$	(10.000)

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022
FISCAL YEAR 2022**

FEDERAL SECTION 5307 CAPITAL ALLOCATION

OPERATOR	LA UZA 2 NET FORMULA SHARE	85% Formula Allocations PROPOSED	15% DISCRETIONARY ALLOCATION		1% ENHANCEMENT ALLOCATION		TOTAL	TDA Fund Exchange	S5339/S5337 Fund Exchange (1)	Total Funds Available
			Project Title	Amount	Project Title	Amount				
1 Antelope Valley	0.1154%	\$ 297,311	Battery Electric Commuter Coach Replacement	\$ 928,799			\$ 1,226,111		\$ 794,871	\$ 2,020,982
2 Arcadia	0.1653%	425,661					425,661		40,576	466,236
3 Claremont	0.0596%	153,398					153,398		14,623	168,021
4 Commerce	0.3453%	889,354	CNG Replacement Buses	2,360,806	Eastern Avenue Transit Hub	596,800	3,846,960		84,777	3,931,737
5 Culver City	1.4611%	3,762,994	Battery Electric Buses	2,170,990	Design and Build 10 TAILS	180,000	6,113,984		358,705	6,472,689
6 Foothill Transit	8.5786%	22,093,001	Zero-Emission Hydrogen Fuel Cell Buses	3,338,746			25,431,748		6,774,368	32,206,106
7 Gardena	1.2831%	3,304,490	CNG Replacement Buses	3,476,744			6,781,234		314,998	7,096,232
8 LADOT	3.9013%	10,047,267	Propane to Electric Buses	1,756,092			11,803,359		1,955,339	13,758,698
9 La Mirada	0.0668%	172,047					172,047		16,400	188,447
10 Long Beach Transit	6.4505%	16,612,509	Admin., Operating & Maintenance Facility Rehab	2,252,736	Bus Stop Improvements - Phase 2	550,000	19,745,244 (2)	(330,000)	1,817,815	21,233,060
11 Montebello	1.9227%	4,951,787	Regional Training (2)	330,000			4,951,787		472,026	5,423,813
12 Metro Bus Ops.	67.6283%	174,168,130	Bus Midlife Refurbishment - 900 New Flyer Xcelisior	23,634,571	Bus Stop Lighting with Security Enhancements	1,272,000	199,074,701 (2)	330,000	(14,712,743)	184,691,958
13 Norwalk	0.7057%	1,817,361	Five Battery Electric Buses	2,069,081	Phase IV Bus Stop Improvement Program	276,154	4,162,596		173,239	4,335,835
14 Redondo Beach	0.3408%	877,807	Commuter Bus Replacement	1,363,410			877,807		83,676	961,483
15 Santa Clarita	0.7914%	2,038,084	Bus Replacement	3,554,817			3,401,494		194,279	3,595,773
16 Santa Monica	4.7246%	12,167,548					16,002,365		1,258,783	17,261,148
17 Torrance	1.4594%	3,758,506					3,758,506		358,277	4,116,783
TOTAL	100.0000%	\$ 257,537,255		\$ 47,236,792		\$ 3,154,954	\$ 307,929,001	\$ -	\$ -	\$ 307,929,001

Notes: Total may not add due to rounding.

(1) Operators' share of Section 5337 and 5339 will be exchanged with Metro's share of Section 5307 allocation.

(2) Second year of fund allocations to the Southern California Regional Transit Training Consortium (SCRITC) through Long Beach Transit. Funds to the SCRITC will be exchanged with Metro's TDA share.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FY22 ACTUAL Federal 5307 Capital Allocation

15% Discretionary Allocation and 1% Enhancement Allocation

OPERATOR	15% DISCRETIONARY ALLOCATION ⁽¹⁾					1% ENHANCEMENT ALLOCATION ⁽²⁾		
	Project Title	Estimated Allocation	Requested amount	FY22 Actual Allocation	Project Title	Estimated Allocation	FY22 Actual Allocation (=Requested amount)	
1 Antelope Valley	Battery Electric Commuter Coach Replacement	\$ 717,399	\$ 1,576,701	\$ 928,799				
2 Arcadia								
3 Claremont								
4 Commerce	CNG Replacement Buses	2,121,733	2,360,806	2,360,806	Eastern Avenue Transit Hub	537,120	596,800	
5 Culver City	Battery Electric Buses	1,676,860	4,140,394	2,170,990	Design and Build 10 TAILS	162,000	180,000	
6 Foothill Transit	Zero-Emission Hydrogen Fuel Cell Buses	2,578,828	5,928,340	3,338,746				
7 Gardena	CNG Replacement Buses	2,685,417	5,902,016	3,476,744				
8 LADOT	Propane to Electric Buses	1,356,395	2,981,088	1,756,092				
9 La Mirada								
10 Long Beach Transit	Admin., Operating & Maintenance Facility Rehab	1,740,000	4,000,000	2,252,736	Bus Stop Improvements - Phase 2	467,500	550,000	
11 Montebello	Regional Training	330,000	330,000	330,000				
12 Metro Bus Ops.	Bus Midlife Refurbishment - 900 New Flyer Xcelisior	18,273,588	126,510,400	23,634,571	Bus Stop Lighting with Security Enhancements	857,769	1,272,000	
13 Norwalk	Five Battery Electric Buses	1,598,146	3,673,899	2,069,081	Phase IV Bus Stop Improvement Program	220,923	276,154	
14 Redondo Beach								
15 Santa Clarita	Commuter Bus Replacement	1,053,090	2,632,726	1,363,410				
16 Santa Monica	Bus Replacement	2,745,720	6,312,000	3,554,817	Bus Stop Enhancements	238,000	280,000	
17 Torrance								
18 TOTAL		\$ 36,877,176	\$ 166,348,370	\$ 47,236,792		\$ 2,483,312	\$ 3,154,954	

Note:

(1) The City of Commerce share of actual allocation of 15% fund was \$360,928 more than their requested amount. This amount was proportionally reallocated to the other operators within 15% pool.

(2) After allocating 100% of requested amount of the 1% pool to the operators, \$24,336 excess amount was added to the 15% pool.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

**Federal Section 5307 Capital Allocations
85% Formula Allocations**

OPERATOR	LA UZA 2 NET FORMULA SHARE	FY22 Estimate	85% Formula Allocations ACTUAL	\$10M Contribution	85% Formula Allocations PROPOSED
1 Antelope Valley	0.1154%	\$ 241,244	\$ 308,856	\$ (11,544)	\$ 297,311
2 Arcadia	0.1653%	345,389	442,189	(16,528)	425,661
3 Claremont	0.0596%	124,470	159,355	(5,956)	153,398
4 Commerce	0.3453%	721,639	923,887	(34,533)	889,354
5 Culver City	1.4611%	3,053,365	3,909,109	(146,115)	3,762,994
6 Foothill Transit	8.5786%	17,926,685	22,950,858	(857,857)	22,093,001
7 Gardena	1.2831%	2,681,326	3,432,801	(128,311)	3,304,490
8 LADOT	3.9013%	8,152,545	10,437,396	(390,129)	10,047,267
9 La Mirada	0.0668%	139,602	178,727	(6,680)	172,047
10 Long Beach Transit	6.4505%	13,479,708	17,257,561	(645,053)	16,612,509
11 Montebello	1.9227%	4,017,975	5,144,062	(192,275)	4,951,787
12 Metro Bus Ops.	67.6283%	141,323,358	180,930,962	(6,762,832)	174,168,130
13 Norwalk	0.7057%	1,474,642	1,887,928	(70,567)	1,817,361
14 Redondo Beach	0.3408%	712,269	911,892	(34,085)	877,807
15 Santa Clarita	0.7914%	1,653,740	2,117,221	(79,137)	2,038,084
16 Santa Monica	4.7246%	9,872,982	12,640,006	(472,458)	12,167,548
17 Torrance	1.4594%	3,049,724	3,904,446	(145,940)	3,758,506
18 TOTAL	100.0000%	\$ 208,970,663	\$ 267,537,255	\$ (10,000,000)	\$ 257,537,255

Notes: Total may not add due to rounding.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

FEDERAL SECTION 5337 - STATE OF GOOD REPAIR

Actual apportionment

LOS ANGELES COUNTY SHARE (UZA 2)	Directional Route Miles (DRM) Allocation			Vehicle Revenue Miles (VRM) Allocation			Total \$ Allocation	Fund Exchange	Net Funds Available ⁽¹⁾
	DRM	DRM %		VRM	VRM %				
		DRM %	DRM \$Allocation		VRM %	VRM \$Allocation			
High Intensity Fixed Guideway:									
1 Metro (Including Metrolink)	485.4	99.774%	\$ 49,277,093	27,684,200	98.806%	\$ 84,562,064	\$ 133,839,157	\$ 1,133,812	\$ 134,972,969
2 Long Beach Transit	0.5	0.103%	50,759	60,068	0.214%	183,479	234,238	(234,238)	-
3 Santa Monica	0.6	0.123%	60,911	12,443	0.044%	38,007	98,919	(98,919)	-
4 Foothill Transit	-	0.000%	-	262,121	0.936%	800,655	800,655	(800,655)	-
5 Sub-total	486.5	100.000%	49,388,763	28,018,832	100.000%	85,584,206	134,972,969	-	134,972,969
High Intensity Motorbus:									
6 Antelope Valley	23.6	15.003%	540,803	116,374	4.821%	225,727	766,530	(766,530)	-
7 Foothill Transit	39.4	25.048%	902,867	1,528,527	63.322%	2,964,835	3,867,701	(3,867,701)	-
8 LADOT	35.1	22.314%	804,330	99,635	4.128%	193,259	997,589	(997,589)	-
9 Metro Bus Ops.	59.2	37.635%	1,356,592	669,370	27.730%	1,298,356	2,654,947	5,631,821	8,286,768
10 Sub-total	157.3	100.00%	3,604,592	2,413,906	100.000%	4,682,176	8,286,768	-	8,286,768
Total LA County Share - UZA 2	643.80		\$ 52,993,355	30,432,738	200.000%	\$ 90,266,382	\$ 143,259,737	\$ -	\$ 143,259,737

Note:

(1) Operators' share of Section 5337 will be exchanged with Metro's share of Section 5307 allocation.

Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022

FEDERAL SECTION 5339 - BUS AND BUS CAPITAL ALLOCATION

Actual apportionment

OPERATOR	LA UZA 2 NET FORMULA SHARE	Net Formula Share	Fund Exchange	Net Funds Available ⁽¹⁾
1 Antelope Valley	0.1154%	\$ 28,341	\$ (28,341)	\$ -
2 Arcadia	0.1653%	40,576	(40,576)	-
3 Claremont	0.0596%	14,623	(14,623)	-
4 Commerce	0.3453%	84,777	(84,777)	-
5 Culver City	1.4611%	358,705	(358,705)	-
6 Foothill	8.5786%	2,106,002	(2,106,002)	-
7 Gardena	1.2831%	314,998	(314,998)	-
8 LADOT	3.9013%	957,749	(957,749)	-
9 La Mirada	0.0668%	16,400	(16,400)	-
10 Long Beach	6.4505%	1,583,577	(1,583,577)	-
11 Montebello	1.9227%	472,026	(472,026)	-
12 Metro Bus Ops.	67.6283%	16,602,468	7,947,110	24,549,578
13 Norwalk	0.7057%	173,239	(173,239)	-
14 Redondo Beach	0.3408%	83,676	(83,676)	-
15 Santa Clarita	0.7914%	194,279	(194,279)	-
16 Santa Monica	4.7246%	1,159,864	(1,159,864)	-
17 Torrance	1.4594%	358,277	(358,277)	-
18 TOTAL	100.0000%	\$ 24,549,578	\$ -	\$ 24,549,578

Note:

(1) Operators' share of Section 5339 will be exchanged with Metro's share of Section 5307 allocation.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

**Summary of Bus Transit Subsidies
Fiscal Year 2022**

ACTUAL FEDERAL FORMULA GRANTS

Operators	Urbanized Formula Program (Section 5307)			Bus & Bus Facilities (Section 5339)			State of Good Repair (Section 5337)			Total
	FY22\$ Allocation	Fund Exchanges	Adjusted \$ Allocation	FY22 \$ Allocation	Fund Exchange	Adjusted \$ Allocation	FY22 \$ Allocation	Fund Exchange	Adjusted \$ Allocation	
Included Operators:										
1 Metro Bus Ops	\$ 199,074,701	\$ (14,382,743)	\$ 184,691,958	\$ 16,602,468	\$ 7,947,110	\$ 24,549,578	\$ 136,494,104	\$ 6,765,633	\$ 143,259,737	\$ 352,501,273
Municipal Operators:										
2 Arcadia	425,661	40,576	466,236	40,576	(40,576)	-	-	-	-	466,236
3 Claremont	153,398	14,623	168,021	14,623	(14,623)	-	-	-	-	168,021
4 Commerce	3,846,960	84,777	3,931,737	84,777	(84,777)	-	-	-	-	3,931,737
5 Culver City	6,113,984	358,705	6,472,689	358,705	(358,705)	-	-	-	-	6,472,689
6 Foothill Transit	25,431,748	6,774,358	32,206,106	2,106,002	(2,106,002)	-	4,668,356	(4,668,356)	-	32,206,106
7 Gardena	6,781,234	314,998	7,096,232	314,998	(314,998)	-	-	-	-	7,096,232
8 La Mirada	172,047	16,400	188,447	16,400	(16,400)	-	-	-	-	188,447
9 Long Beach	19,745,244	1,487,815	21,233,060	1,583,577	(1,583,577)	-	234,238	(234,238)	-	21,233,060
10 Montebello	4,951,787	472,026	5,423,813	472,026	(472,026)	-	-	-	-	5,423,813
11 Norwalk	4,162,596	173,239	4,335,835	173,239	(173,239)	-	-	-	-	4,335,835
12 Redondo Beach	877,807	83,676	961,483	83,676	(83,676)	-	-	-	-	961,483
13 Santa Monica	16,002,365	1,258,783	17,261,148	1,159,864	(1,159,864)	-	98,919	(98,919)	-	17,261,148
14 Torrance	3,758,506	358,277	4,116,783	358,277	(358,277)	-	-	-	-	4,116,783
15 Sub-Total	92,423,337	11,438,254	103,861,591	6,766,740	(6,766,740)	-	5,001,513	(5,001,513)	-	103,861,591
Eligible Operators:										
16 Antelope Valley	1,226,111	794,871	2,020,982	28,341	(28,341)	-	766,530	(766,530)	-	2,020,982
17 LADOT	11,803,359	1,955,339	13,758,698	957,749	(957,749)	-	997,589	(997,589)	-	13,758,698
18 Santa Clarita	3,401,494	194,279	3,595,773	194,279	(194,279)	-	-	-	-	3,595,773
19 Foothill BSCP	-	-	-	-	-	-	-	-	-	-
20 Sub-Total	16,430,963	2,944,489	19,375,453	1,180,370	(1,180,370)	-	1,764,120	(1,764,120)	-	19,375,453
21 Total Excluding Metro	108,854,301	14,382,743	123,237,043	7,947,110	(7,947,110)	-	6,765,633	(6,765,633)	-	123,237,043
22 Re-Allocated to Local Operators (1)			10,000,000							10,000,000
23 Grand Total	\$ 307,929,001	\$ -	\$ 317,929,001	\$ 24,549,578	\$ -	\$ 24,549,578	\$ 143,259,737	\$ -	\$ 143,259,737	\$ 485,738,316

Note: Totals may not add due to rounding.

(1) The 5307 funds allocated to Local Operators will be exchanged with Metro's local funds.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

CAPITAL ALLOCATION % SHARE CALCULATION

OPERATOR	MILEAGE CALCULATION			ACTIVE FLEET CALCULATION						1/3 Weight
	Local Vehicle Miles [Input]	Express Vehicle Miles [Input]	Total Miles Weighted 60% Local / 40% Express	Active Fleet (1) [Input]	Peak Bus Fixed Route (2) [Input]	Allowable Peak Bus (Peak+20%)	DAR Seats (3) [Input]	Bus Eqvt. (44 Seats per Bus)	Total Active Vehicle	
1 Antelope Valley	2,446,104	1,358,830	2,011,194	80	71	80.0	0	0.0	80.0	0.6989%
2 Arcadia DR	103,481	-	62,089	0	0	0.0	102	2.3	2.3	0.0203%
3 Arcadia MB	188,621	-	113,173	8	6	7.2	0	0.0	7.2	0.0629%
4 Claremont	48,300	-	28,980	0	0	0.0	218	5.0	5.0	0.0433%
5 Commerce	475,304	-	285,182	19	15	18.0	48	1.1	19.1	0.1668%
6 Culver City	1,832,828	-	1,099,697	54	44	52.8	0	0.0	52.8	0.4613%
7 Foothill Transit	10,319,428	6,972,134	8,980,510	347	303	347.0	0	0.0	347.0	3.0316%
8 Gardena	1,770,445	-	1,062,267	54	43	51.6	0	0.0	51.6	0.4508%
9 LADOT	2,982,484	2,943,835	2,967,024	199	170	199.0	0	0.0	199.0	1.7386%
10 La Mirada	73,476	-	44,086	0	0	0.0	208	4.7	4.7	0.0413%
11 Long Beach	8,195,601	-	4,917,361	234	196	234.0	40	0.9	234.9	2.0623%
12 Montebello	2,466,913	77,933	1,511,321	72	67	72.0	40	0.9	72.9	0.6370%
13 Metro Bus Ops.	82,830,000	5,360,000	51,842,000	2,419	1,963	2,355.6	0	0.0	2,355.6	20.5803%
14 Nonwalk	1,089,677	-	653,806	34	24	28.8	0	0.0	28.8	0.2516%
15 Redondo Beach	487,557	-	292,534	20	14	16.8	75	1.7	18.5	0.1617%
16 Santa Clarita	2,249,325	1,086,067	1,784,022	83	69	82.8	0	0.0	82.8	0.7234%
17 Santa Monica	5,417,000	242,000	3,347,000	196	166	196.0	0	0.0	196.0	1.7124%
18 Torrance	1,634,000	613,000	1,225,600	56	48	56.0	48	1.1	57.1	0.4988%
19 TOTAL	124,610,544	18,653,799	82,227,846	3,875	3,199	3,797.6	779	17.7	3,815.3	33.3333%

Notes:

Include only MTA Funded Programs:

(1) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode MB), Number of Active Vehicles in Fleet". LADOT's total active vehicles is reported separately.

(2) Source: NTD Report Form S-10 "Service Non-Rail (Mode MB), Vehicles Operated in Annual Maximum Service". LADOT's figure is from TPM excluding Community Dash.

(3) Source: NTD Report Form A-30 "Vehicle Inventory Report (Mode DR), Seating Capacity". Redondo Beach's Seating Capacity is apportioned between FAP and non-FAP vehicles.

**Los Angeles County Metropolitan Transportation Authority
Federal Formula Grants Final Allocations
Fiscal Year 2022**

CAPITAL ALLOCATION % SHARE CALCULATION (Continued)

OPERATOR	FARE UNITS			UNLINKED PASSENGERS			Gross Formula Share	Re-Allocate AVTA And Santa Clarita's Non-LA2 UZA Share	LA UZA 2 Net Formula Share
	Passenger Revenue [Input]	Base Fare \$ [Input]	Fare Units	1/2 of 1/3 Weight	Unlinked Passengers [Input]	1/2 of 1/3 Weight			
1 Antelope Valley	\$4,706,264	\$ 1.50	3,137,509	0.3188%	2,301,868	0.1078%	1.9408%	-1.8253%	0.1154%
2 Arcadia DR	5,087	0.50	10,174	0.0010%	22,841	0.0011%	0.0475%	0.0014%	0.0490%
3 Arcadia MB	7,526	0.50	15,052	0.0015%	54,902	0.0026%	0.1129%	0.0034%	0.1163%
4 Claremont	37,700	2.50	15,080	0.0015%	26,500	0.0012%	0.0578%	0.0018%	0.0596%
5 Commerce (1)	-	-	309,059	0.0314%	455,961	0.0213%	0.3351%	0.0102%	0.3453%
6 Culver City	2,908,933	1.00	2,908,933	0.2955%	4,600,876	0.2154%	1.4181%	0.0431%	1.4611%
7 Foothill	16,079,595	1.50	10,719,730	1.0891%	12,053,307	0.5644%	8.3256%	0.2529%	8.5786%
8 Gardena	2,235,072	1.00	2,235,072	0.2271%	2,920,856	0.1368%	1.2453%	0.0378%	1.2831%
9 LADOT	6,411,286	1.50	4,274,191	0.4343%	8,769,797	0.4106%	3.7863%	0.1150%	3.9013%
10 La Mirada	35,602	1.00	35,602	0.0036%	43,686	0.0020%	0.0648%	0.0020%	0.0668%
11 Long Beach	13,854,161	1.25	11,083,329	1.1260%	23,248,158	1.0886%	6.2603%	0.1902%	6.4505%
12 Montebello	3,972,587	1.10	3,611,443	0.3669%	5,328,407	0.2495%	1.8661%	0.0567%	1.9227%
13 Metro Bus Ops.	191,776,000	1.75	109,586,286	11.1338%	275,603,000	12.9047%	65.6344%	1.9939%	67.6283%
14 Norwalk	1,246,966	1.25	997,573	0.1014%	1,427,804	0.0669%	0.6849%	0.0208%	0.7057%
15 Redondo Beach	328,405	1.00	328,405	0.0334%	366,810	0.0172%	0.3308%	0.0100%	0.3408%
16 Santa Clarita	3,159,143	1.00	3,159,143	0.3210%	2,565,484	0.1201%	1.8877%	-1.0963%	0.7914%
17 Santa Monica	11,431,000	1.25	9,144,800	0.9291%	12,536,000	0.5870%	4.5853%	0.1393%	4.7246%
18 Torrance	2,473,000	1.00	2,473,000	0.2513%	3,620,000	0.1695%	1.4164%	0.0430%	1.4594%
19 TOTAL	\$260,668,327		164,044,380	16.6667%	355,946,257	16.6667%	100.0000%	0.0000%	100.0000%

Note:
(1) Commerce Fare Units are calculated as follows: ((Total Fare Units w/out MTA and Commerce) / (Total Unlinked Passengers w/out MTA and Commerce)) * Commerce Unlinked Passengers.

FORM FFA10, SECTION 9 STATISTICS PASSENGER MILES IS USED TO CALCULATE AVTA AND SANTA CLARITA'S RE-ALLOCATION OF CAPITAL MONIES.	ANTELOPE VALLEY			SANTA CLARITA		
	Passenger Miles	Re-Allocated Share	%	Passenger Miles	Re-Allocated Share	%
20 Non-LA 2 UZA (AV 123 for AVTA, AV 176 for Santa Clarita)	28,383,366	1.8253%	94,0517%	11,404,989	58.0772%	1.0963%
21 UZA number LA 2	1,795,116	0.1154%	5.9483%	8,232,648	41.9228%	0.7914%
22 Total	30,178,482	1.9408%	100.0000%	19,637,637	100.0000%	1.8877%

FTA Grant No: CA-20XX-XXX
FIS Grant No: 700XXX
FTIP: LA0D337

Agmt: xxxxxxxxxxxxxxxxxxxx
CFDA: 20507
DUNS: 112259267

AGREEMENT

This Funding Agreement (“Agreement”) is made and entered into effective as of XXXXXXXX XX, 2024 (“Effective Date”), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Los Angeles Bureau of Street Lighting (“BSL”).

RECITALS:

- A.** In FY2021, the Bus Operators Subcommittee (BOS) allocated \$1,272,000 of Federal Section 5307 1% Transit Enhancements funds (the “Federal Funds”) to LACMTA for the Installation of Enhanced Bus Stop Lighting at system-wide bus stop locations.
- B.** Federal Transit Administration (FTA) awarded Grant CA-20XX-XXX (the “Grant”) for \$1,272,000 of federal funds for the procurement and installation of energy efficient lighting to LACMTA bus stops (the “Project”).
- C.** The total cost for the Project is estimated to be \$1,590,000 (“Estimated Cost”). LACMTA desires to pass through to BSL up to \$1,272,000 of Federal Funds and up to \$318,000 of LACMTA Local Funds (the “Local Funds”) for the Project. Collectively, the Federal Funds and the Local Funds constitute the Project budget and are referred to herein as the “Funds.”
- D.** BSL will design, procure, and install energy efficient lighting at/or adjacent to LACMTA bus stops within City of Los Angeles, as set forth in the Scope of Work (SOW) (Exhibit “A”).
- E.** LACMTA Board action of XXXXXXXX XX, 2024, authorized the Chief Executive Officer to negotiate and execute funding agreement in the not to exceed amount of \$1,590,000 with BSL and act as the pass-through agency on its behalf for Federal Transit Administration funds and as the grantor of the Local Funds, contingent upon Los Angeles City Council action to accept the funds.
- F.** Whereas, the City of Los Angeles Board of Public Works action has approved the funding agreement on XXXXXXXX XX, 2023.
- G.** The parties hereby desire to execute this Agreement to authorize LACMTA to “pass through” the Federal Funds and for LACMTA to grant the Local Funds to BSL, all as set forth herein.

1. PAYMENT OF FUNDS

1.1 To the extent LACMTA receives Federal Funds pursuant to the Federal Grant, LACMTA shall use such Federal Funds to reimburse BSL for eligible Project expenses as set forth herein. Advanced payments of Federal Funds by LACMTA are not allowed.

1.2 To the extent the Local Funds are available, LACMTA shall make to BSL a grant of the Local Funds in the amount of \$318,000.

1.3 Payments to BSL will be processed by LACMTA within a reasonable time period, but in no event more than sixty (60) calendar days after receipt of a Request for Reimbursement, which complies with the requirements of Section 4 below.

1.4 BSL shall be subject to, and shall comply with, all requirements of the Federal Grant and other applicable requirements of the United States Department of Transportation (USDOT), the United States Department of Labor (USDOL), the FTA and of LACMTA as required by LACMTA to fulfill its responsibilities as the grantee under the Federal Grant and as the pass-through agency.

2. LACMTA COSTS

2.1 LACMTA will not charge BSL for administrating the Federal Funds.

3. TERM

3.1 The term of this Agreement shall commence on the Effective Date of this Agreement and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to BSL.

4. REQUEST FOR REIMBURSEMENT

4.1 All eligible Project expenses, as defined in the SOW, incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.

4.2 Not more frequently than once a month, BSL will prepare and submit to LACMTA a Request for Reimbursement for allowable Project costs incurred and paid for by BSL consistent with the Project's SOW. The Request for Reimbursement submitted by BSL shall be signed by an authorized agent who can duly certify the accuracy of the included information. Advance payments by LACMTA are not allowed.

4.3 Each Request for Reimbursement shall report the total of Project expenditures, specify the percent and amount of Federal Funds and Local Funds to be reimbursed, and include a detailed invoice describing all invoiced work completed.

4.4 LACMTA may retain 10 percent of each invoice amount until LACMTA has evaluated BSL's performance according to the criteria specified by LACMTA and the data provided by BSL and has determined that all contract requirements under this Agreement have been satisfactorily fulfilled. BSL shall invoice LACMTA for reimbursement of the 10 percent retention separately.

4.5 The Request for Reimbursement must be submitted on the BSL's letterhead and shall be accompanied by appropriate documentation supporting costs incurred.

4.6 BSL should consult with LACMTA's Grant Manager for questions regarding non-reimbursable expenses.

4.7 Total payments shall not exceed \$1,590,000 (the sum of the Federal Funds and the Local Funds) provided for the Project. No Request for Reimbursement will be processed by LACMTA for expenses incurred after the Termination Date of this Agreement.

4.8 If any amounts paid to BSL are disallowed or not reimbursed by the FTA for any reason, BSL shall remit to LACMTA the disallowed or non-reimbursed amount(s) within 30 days from receipt of LACMTA's notice. All payments made by LACMTA hereunder are subject to the audit provisions contained herein and within the Federal Grant.

4.9 BSL shall comply with and ensure that work performed under this Agreement is done in compliance with all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements, including without limitation, Federal Acquisition Regulations (FAR) and the applicable requirements and regulations of LACMTA. BSL acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations and LACMTA requirements, including any amendments thereto.

4.10 All requests for reimbursement shall be transmitted to LACMTA's Accounts Payable Department using one of the following two options:

1) E-mail:

AccountsPayable@Metro.net

Agmt#_xxxxxxxxxxxxxxxx(FTA GRANT CA-20XX-XXX)

2) Standard Mail:

Los Angeles County Metropolitan Transportation Authority

P.O. Box 512296

Attention: Metro Accounts Payable

Los Angeles, CA 90051-0296

Agmt#xxxxxxxxxxxxxxxx(FTA GRANT CA-20XX-XXX)

A copy of all Requests for Reimbursement submittals shall also be forward to LACMTA's Grant Manager, either by email (crumpt@metro.net) or by standard mail to the following

address:

Los Angeles County Metropolitan Transportation Authority
Regional Grants Management
Attention: Tyrone Crump
One Gateway Plaza
Mail Stop: 99-23-3
Los Angeles, CA 90012-2952

4.11 BSL shall provide written notification to LACMTA's Grant Manager regarding any changes to the Project management team. Unless otherwise specified, the following BSL's address and contact person will be used by LACMTA for all correspondence and documentation relevant to this Agreement:

City of Los Angeles
Bureau of Street Lighting
1149 S Broadway, Ste. 200, Stop 545
Los Angeles, CA 90015
Attention: Fabian Cheng, Assistant Director

5. START AND END DATE OF REIMBURSABLE ACTIVITIES

Unless written notification is otherwise provided by LACMTA, the start date of reimbursable activities is the Effective Date of this Agreement. Actual reimbursement of eligible work cannot occur until LACMTA and BSL execute this Agreement and LACMTA has entered into the Federal Grant with the FTA. The end date of reimbursable activities is the Termination Date of this Agreement.

6. FEDERAL REQUIREMENTS

6.1 BSL shall utilize the Funds to complete the Project as described in the SOW and in accordance with the Federal Grant requirements of the FTA and this Agreement.

6.2 All FTA requirements and guidelines, as summarized in the Federal Grant and the FTA Master Agreement, are incorporated by reference herein as part of this Agreement. These requirements include, but are not limited to:

- (a) Assurances of legal authority.
- (b) Certification of non-debarment, suspension or termination.
- (c) Certification of a drug-free workplace.
- (d) Inter-governmental review(e) Civil Rights review, including Title VI Program review.
- (f) Disadvantaged Business Enterprise (DBE) assurances.
- (g) Americans with Disabilities Act (ADA) disability non-discrimination.
- (h) Office of Management and Budget (OMB) circulars.
- (i) Lobbying certifications.
- (j) Buy America requirements.
- (k) NEPA environmental review.

- (l) Single audit requirements.
- (m) FTA Circular C 9300.1B (Capital Program).
- (n) FTA Circular C 5010.1E (Grants Management).
- (o) FTA Circular C 4220.1F (Third-Party Contracting).
- (p) Section 5333(b), Employee Protective Arrangements, of Federal Transit Act.

6.3 LACMTA shall not be responsible for providing any funding to substitute for the Federal Funds in the event the Federal Grant is withdrawn or is recalled for any reason.

6.4 Should the FTA or the USDOL require amendments, revisions, deletions of, or additions to the provisions contained within this Agreement, BSL shall promptly execute all such amendments, revisions, deletions, or additions, as necessary, to comply with requirements of the FTA and the USDOL.

7. REPORTING AND AUDIT REQUIREMENTS

7.1 BSL shall be subject to and shall comply with all applicable requirements of LACMTA, the FTA and DOL regarding Project reporting and audit requirements. BSL shall use the assigned FTA Grant number CA-20XX-XXX and Agreement number xxxxxxxxxxxxxxxxxxxx on all correspondence.

7.2 BSL shall submit the following Reports and Certifications to LACMTA for the duration of the Project:

- (a) Quarterly Narrative and Financial Report on Project progress
- (b) Copy of BSL's official annual fiscal report
- (c) Copy of BSL's annual independent A-133 single audit report of the Project
- (d) Annual FTA compliance self-certification
- (e) Other reports that may be required

7.3 BSL shall submit the Quarterly Progress Report within fifteen (15) days after the close of each quarter in the months of October, January, April and July. Should BSL fail to submit such reports within 10 days of the due date and/or submit incomplete reports, LACMTA will not reimburse BSL until the completed required report is received, reviewed, approved. If no activity has occurred during a particular quarter, BSL will still be required to submit the Quarterly Progress Report indicating no dollars were expended that quarter.

7.4 LACMTA and the FTA and/or their respective designees, in order to fulfill their respective responsibilities as the grantee/designated recipient and grantor of the Federal Grant, shall have the right to conduct audits of the Project, as needed, such as financial and compliance audits and performance audits. BSL shall establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP) as applied to governmental agencies. BSL shall reimburse LACMTA for any expenditure not in compliance with the SOW or other

terms and conditions of this Agreement, other applicable requirements of LACMTA or requirements of the Federal Grant, or other applicable requirements of the FTA. LACMTA shall use FAR standards in determining the reasonableness of costs incurred. LACMTA shall have the right to conduct an audit using an outside auditing firm. The findings of that LACMTA audit will be final.

7.5 BSL shall retain all original records and documents related to the Project for a period of three (3) years after final payment is made or in accordance with the Federal Grant, whichever time period is longer.

7.6 BSL shall obtain the services of an independent auditor to conduct a single audit of the Project each year in conformance with the provisions of OMB Circular A-133. The audit shall also include an audit of this Agreement, as a pass through of US Department of Transportation funds. BSL shall submit a copy of each single audit to LACMTA within thirty (30) days of its completion.

8. FUNDS AVAILABILITY

8.1 Federal Funds: This Agreement is a pass-through Agreement of FTA grant funds. The Grant consists of 5307 1% Transit Enhancement Funds and is subject to the terms and conditions of this Agreement and the Grant and the applicable requirements of FTA and LACMTA. This Agreement neither implies nor obligates any funding commitment by LACMTA for the Project.

8.2 Local Funds: This Agreement includes a one-time only grant of the Local Funds. The Local funds are subject to the terms and conditions agreed to herein.

9. EXPENDITURE AND DISPOSITION OF FUNDS

9.1 The expenditure and disposition of the Federal Funds by BSL shall be subject to and in accordance with the terms and conditions of this Agreement, the Federal Grant and applicable requirements of the LACMTA and FTA. BSL shall not utilize the Federal Funds in any way or on any project other than that specified in this Agreement and the Federal Grant.

9.2 At the substantial completion of the Project, BSL will submit to LACMTA a Notice of Substantial Completion when: (i) the contractor has completed all the activities specified in the SOW, except punch list items; and, (ii) BSL has ensured that the work was performed in accordance with all applicable Project requirements outlined in the SOW. Within a reasonable time thereafter, BSL and LACMTA will inspect the Project to ascertain substantial completion and to agree on the punch list. BSL shall ensure that all punch list items are completed and shall submit a Request for Final Acceptance. Within 30 days thereafter, LACMTA will inspect the Project. If accepted, BSL shall obtain and submit to LACMTA releases from its contractors and subcontractors. Upon approval of the releases, LACMTA will release any retention and make a final payment to BSL. If the Project or releases are not accepted or approved by LACMTA, BSL shall perform, or have its

contractors perform, such acts as are necessary to obtain acceptance of the Project or releases.

9.3 BSL shall be responsible for any and all cost overruns incurred as a result of this Project. Under no circumstance will the total amount of money that LACMTA reimburses BSL exceed the amount of the Funds. Upon purchase, all Project components as set forth in the SOW, will become the property of BSL, who shall be responsible for covering all maintenance and repair costs over the entire useful life of this federally funded Project.

9.4 Upon completion of the Project described in the SOW and disposition of the 10% retention, any unused Federal Funds shall revert back to the FTA and any unused Local Funds shall remain with LACMTA.

9.5 BSL shall address all correspondence to the FTA regarding this Project through LACMTA's Grant Manager.

9.6 The Funding Plan lists the sources of funds for the Project and is included in the SOW.

9.7 No material changes, as determined by LACMTA in its reasonable discretion and subject to the final discretion of the FTA, to the SOW shall be funded or allowed without an amendment to this Agreement approved and signed by LACMTA's Chief Executive Officer or his/her designee and amendment to the Federal Grant evidencing the FTA's acceptance of such material change. BSL shall give advance notice to LACMTA of all proposed changes to the SOW that BSL submits to LACMTA.

10. TIMELY USE OF FUNDS

10.1 BSL shall demonstrate timely use of the Funds by expending the Funds for allowable costs from its Effective Date, unless otherwise stated in this Agreement.

10.2 In the event this Agreement is not executed and/or evidence of timely use of the Funds is not demonstrated as described in Section 8.1 of this Agreement, the Project will be re-evaluated by LACMTA and the Funds may be subject to deobligation consistent with FTA requirements. In the event that the Funds are deobligated, this Agreement shall automatically terminate.

11. DEFAULT

Default under this Agreement is defined as one or more of the following: (i) BSL fails to comply with the terms and conditions contained in this Agreement or the Federal Grant; (ii) BSL fails to perform satisfactorily or to make sufficient progress toward Project completion; (iii) BSL makes a material change to the SOW without prior written consent or approval by LACMTA and the FTA; or, (iv) BSL is in default of any other applicable requirements of LACMTA or the FTA.

12. REMEDIES

12.1 In the event of a default by BSL, LACMTA shall provide written notice of such default to BSL with a 30-day period to cure the default. In the event BSL fails to cure the default, or commit to cure the default and commence the same within such 30 day period and to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make a determination to make no further disbursements of funds to BSL; (iii) LACMTA may recover from BSL any funds paid to BSL after the default; and/or (iv) any remedies the FTA may have under the Federal Grant.

12.2 Effective upon receipt of written notice of termination from LACMTA, BSL shall not undertake any new work or obligation with respect to this Agreement unless so approved by LACMTA in writing, in which case the disbursement of funds shall continue in accordance with this Agreement.

12.3 Subject to LACMTA's agreement providing prior written notice with a 30-day period to cure the default, the remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

13. SECTION 5333(b) REQUIREMENTS

13.1 For purposes of satisfying the requirements of Section 5333(b) of the Federal Transit Act, by signing this Agreement, BSL certifies its acceptance of the terms and conditions of all protective arrangements applicable to all capital and operating assistance projects and of any other Section 5333(b) protections certified by the USDOL as applicable to any federal funding received.

13.2 BSL shall indemnify, defend, and hold harmless the LACMTA and its employees, officers and agents for any claims properly brought by public transportation employees in BSL's service area or by its subcontractors pursuant to the Special Warranty, or any other Section 5333(b) arrangements, that may be filed against LACMTA and that may arise from any or all of the Federal Grant awarded to LACMTA on behalf BSL for the Project.

14. OTHER TERMS AND CONDITIONS

14.1 This Agreement, along with the applicable requirements of the FTA, DOL, LACMTA and the Federal Grant, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing and signed by the parties who executed the original Agreement or by those at the same level of authority.

14.2 In the event that there is any legal court (e.g. Superior Court of the State of California, County of Los Angeles, or the U.S. Agency Court for the Central Agency of

California) proceeding between the parties to enforce or interpret this Agreement or the applicable requirements of LACMTA to protect or establish any rights or remedies hereunder, each party shall be responsible for its costs and expenses.

14.3 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by BSL under or in connection with any work performed by, and/or service provided by, BSL, its officers, agents, employees, contractors and subcontractors under this Agreement or the guidelines. BSL shall fully indemnify, defend and hold LACMTA, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including, without limitation: (i) use of the Funding Amount by BSL, or its officers, agents, employees, contractors or subcontractors; (ii) challenges, claims or litigation filed on behalf of any affected transportation provider and/or employees' union; (iii) breach of BSL's obligations under this Agreement or the Federal Grant; or (iv) any act or omission by BSL, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services including, without limitation, the SOW as described in this Agreement.

14.4 Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

14.5 BSL shall comply with and ensure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements and applicable requirements and regulations of the LACMTA.

14.6 BSL shall not assign this Agreement, or any part thereof, without written consent and prior approval of the LACMTA's CEO or his/her designee, and any assignment without said consent shall be void and unenforceable.

14.7 Subject to all requirements of this Agreement, the Federal Grant, and all other applicable requirements of LACMTA and FTA, including without limitation the requirement of competitive procurement of services and assets, BSL may contract with other entities, including its affiliates in a project management role, to implement this Agreement.

14.8 This Agreement shall be governed by California law and applicable federal law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full

force without being impaired or invalidated in any way.

14.9 The terms of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

14.10 All notices shall be given to the project managers of each agency at the addresses specified in Section 4 of this Agreement, unless otherwise notified in writing.

14.11 BSL, in the performance of the work required by this Agreement, is not a contractor nor an agent or employee of LACMTA and attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. BSL shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

14.12 BSL agrees to comply with USDOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 49 C.F.R. Part 18.

14.13 BSL agrees that federal laws and regulations control Project award and implementation. BSL also agrees that federal directives as defined in the FTA Master Agreement, set forth federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. BSL understands and agrees that unless FTA has offered express written approval of alternative procedure or course of action differing from a procedure or course of action set forth in the applicable federal directive, BSL may incur a violation of the terms of its Agreement if it implements an alternative procedure or course of action not approved by FTA.

14.14 BSL understands and agrees that federal laws, regulations, and directives applicable to the Project and to itself as the applicant for federal funds on the date on which the FTA authorized official awards of federal assistance for the Project may be modified from time to time. In particular, new federal laws, regulations and directives may become effective after the date on which BSL executes the Agreement for the Project, and might apply to that Agreement. BSL agrees that the most recent of such federal laws, regulations and directives will govern the administration of the Project at any particular time, except to the extent FTA determines otherwise in writing.

14.15 BSL understands that it will make reference to the Catalog of Federal Domestic Assistance (CFDA) number for the Section 5307 Urbanized Area Formula Program (20.507) in all its correspondence, including quarterly progress reports, invoices, and single audit reports.

15. COMMUNICATIONS

15.1 BSL shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project

Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. BSL shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Customer Experience Officer.

15.2 For purposes of this Agreement, “Communications Materials” include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of “Communications Materials” is found in the Funding Agreement Communications Materials Guidelines.

15.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

15.4 BSL shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

15.5 The LACMTA Project Manager shall be responsible for monitoring BSL compliance with the terms and conditions of this Section. BSL failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date written above.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

CITY OF LOS ANGELES

By: _____
Miguel Sangalang
Executive Director, Bureau of Street Lighting

Date: _____

APPROVED AS TO FORM:

By: _____
Tanea Ysaguirre
Deputy City Attorney

Date: _____

ATTACHMENT A

SCOPE OF WORK

Project Description

The City of Los Angeles Bureau of Street Lighting will design, specify equipment and contract out the construction of at least (50) fifty energy efficient lighting at/or adjacent to LACMTA bus stops. Energy efficient lighting standard can be powered, as feasible, by renewable energy resources. Special emphasis will be given where lighting fixture will add additional safety features for LACMTA patrons/riders.

Project Budget

Preliminary Engineering	\$ 250,000
Contract Items	\$1,100,000
Construction Engineering	\$ 100,000
Contingency (12.7%)	<u>\$ 140,000</u>
Total Project Budget	\$1,590,000

Funding Sources

Federal Section 5307 TE-1% Funds	\$ 1,272,000
LACMTA Local Funds	<u>\$ 318,000</u>
Total Project Budget	\$ 1,590,000

Project Milestones

Effective Date of Funding Agreement with LACMTA*

Design/Engineering: July 1, 2024

Advertise: February 14, 2025

Contract Award: August 2, 2025

Construction Complete: April 1, 2026

Board Acceptance: September 25, 2026

* All costs incurred by City of Los Angeles prior to the Effective Date of this funding agreement are ineligible for reimbursement.



Board Report

File #: 2024-0204, File Type: Informational Report

Agenda Number: 18.

CONSTRUCTION COMMITTEE APRIL 18, 2024

**SUBJECT: OFFICE OF THE INSPECTOR GENERAL
CONSTRUCTION CHANGE ORDER SPOT CHECKS**

ACTION: RECEIVE AND FILE

RECOMMENDATION

RECEIVE AND FILE Office of the Inspector General Construction Change Order Spot Check Report for the period December 1, 2023, to February 29, 2024.

ISSUE

On January 25, 2018, the Metro Board directed the Office of the Inspector General (“OIG”) to conduct random spot checks on change orders for the construction projects listed in the Quarterly Program Management report to ensure that the CEO Delegation of Authority to approve Construction Change Orders Policy is performing in the manner desired by the Board of Directors.

BACKGROUND

The OIG’s Construction Change Order Spot Check Program (“Spot Checks”) focuses on approved change orders and modifications that exceed \$500,000. The four change orders in this report were selected from the Program Management Quarterly Major Project Status, Legistar 2024-0180. The OIG gathers the data, reviews all the change orders over \$500,000, and selects change orders from the major projects. The information for the Spot Checks was collected from the Program Management Information System (PMIS) which is the department’s database system. Also, virtual meetings and telephonic interviews were conducted with Metro Program Management, Project Control, and Procurement staff involved in each change order as necessary.

For each Spot Check, we summarize:

- Description of the change order,
- Change order detail,
- Scope of Work,
- Budget,
- Schedule (Time to execute the change order),
- Safety, and
- Recommendations and Lessons Learned.

Metro's Program Control department has provided informal responses to this report before its issuance and is asked to provide written responses to the recommendations in this OIG Spot Checks Report within 30 days after this Report is issued. Included with this Report is a spreadsheet on the status of responses concerning former OIG Spot Check Report recommendations (Attachment B).

DISCUSSION

Spot Checks Performed in this Quarter

Spot Check #1 - Division 20 Portal Widening Turnback Project

This OIG Spot Check report concerns the Division 20 Portal Widening Turnback Project (Contract C1136 MOD 0141), North Ladder Track Subgrade, and Ballast.

Change Order Detail

See Attachment A Spot Check #1 table.

Summary #1

Scope - This change order provides for the purchase and placement of ballast for the North Ladder Tracks between the 1st Street Bridge and Road G. This material and work is out of scope from the original contract because the project plans did not provide track subgrade information and lacked sufficient detail for construction to include in the original cost proposal. The cross-section drawing indicated that there would be existing ballast for the new tracks. This was not feasible because of extensive underground utilities whose construction required the removal of the existing ballast materials.

Budget - This change order was negotiated as MOD 0141 for the amount of \$898,032. The Contractor's proposal was \$1,455,124. The negotiated price is \$557,092 (38.3%) lower than the Contractor's proposal. The ICE was \$906,843 which is \$8,811 higher than the negotiated amount. Staff stated that funds for this change order are within the approved Life-of-Project budget. Additionally, there *might be* a cost recovery potential from the Designer of Record.

Schedule - The CEO Delegation of Authority process was utilized for this change order. The Contractor and Metro agreed on the Scope of Work on November 7, 2023. The modification was awarded on December 11, 2023, and it took staff 23 workdays to complete all signature approvals. Under the prior Board approval method for change orders, assuming a January Board meeting date, it would have taken a minimum of 53 workdays to complete the transaction.

Safety - The Division 20 Portal Widening Turnback Project has 847,468 project hours through January 2024 with a Recordable Injury Rate of 2.6 (the Bureau of Labor Statistics National Average is 2.4) and the Days Away Rate (DART) of 1.40 (the Bureau of Labor Statistics National Average is 1.5).

Recommendation/Lessons Learned - None.

Spot Check #2 - Purple Line Extension Section 1 Transit Project

This OIG Spot Check report concerns the Purple Line Extension Section 1 (Contract C1045 CO 0050), Sound Wall Pile Removal at Station Yards.

Change Order Detail

See Attachment A Spot Check #2 table.

Summary #2

Scope -This change order is to remove sound wall piles in their entirety. The completion of this activity captures the difference between complete pile removal and the base C1045 Contract requirement of removal up to 3 feet. However, the City and privately-owned properties require these piles be removed in their entirety ahead of any future development and pursuant to Temporary Construction Easement contract requirements. The piles beyond the initial 3 feet are being removed at the following locations: 1. La Brea North Yard, 2. La Brea South Yard, 3. Fairfax Yard (Ogden), 4. La Cienega Yard, and 5. La Cienega Gale Yard.

Budget - This change order was negotiated as a unilateral change order for \$898,842. The Contractor's proposal was \$1,070,859. The negotiated price is \$172,017 (16%) lower than the Contractor's proposal. The ICE is \$296,935, which is \$601,907 (203%) lower than the negotiated amount. Staff stated that funds for this change order are within the approved Life-of-Project budget

Schedule - The CEO Delegation of Authority process was utilized for this change order. The Contractor and Metro agreed on the Scope of Work on December 11, 2023. The change order was issued as a unilateral on January 26, 2024, and it took staff 33 workdays to complete all signature approvals. Under the prior Board approval method for change orders, assuming a February Board meeting date, it would have taken of a minimum of 57 workdays to complete the transaction.

Safety -The Purple Line Extension Section 1 Project has 9,608,516 project hours through January 2024 with a Recordable Injury Rate of 0.85 (the Bureau of Labor Statistics National Average is 2.4) and the Days Away Rate (DART) 0.08 (the Bureau of Labor Statistics National Average is 1.5).

Recommendation/Lessons Learned - none.

Spot Check #3 - Purple Line Extension Section 2 Transit Project

This OIG Spot Check report concerns the Purple Line Extension Section 2 C1120, CO-0062), Additional Project Management, Administration, and Contract Compliance for Extended Design Services.

Change Order Detail

See Attachment A Spot Check #3 table.

Summary #3

Scope - This change order is to compensate the Contractor for additional Project Management, Administration, and Contract Compliance for Extended Design Services after substantial completion. After review of all completed and outstanding design work, Metro agreed with the Contractor that substantial completion of base design work was achieved on October 1, 2021, and, from this date forward, the amount of outstanding change design work exceeded the outstanding base design work.

The contract has a general conditions clause, GC 32.6.2.E, for Contract Modifications for the

contractor to claim compensation for extended performance of administrative design support for change design work that needs to continue after substantial completion of base design work. This change order is compensation design work after substantial completion for the period October 1, 2021, through July 31, 2023.

Budget - This unilateral change order CO 0062 is for the amount of \$706,933. The Contractor's proposal was \$1,488,880. There was not a negotiated amount. The change order was completed as a unilateral change order. The ICE is \$961,188 which is \$254,255 (36%) higher than the unilateral amount. Staff stated that funds for this change order are within the approved Life-of-Project budget.

Schedule - The CEO Delegation of Authority process was utilized for this change order. The Contractor and Metro did not agree on the scope of work. The Unilateral Change Order was awarded on December 11, 2023. Because Metro and the Contractor could not reach an agreement, the recorded date for the scope of work was never achieved, and Metro moved forward with awarding the Contractor \$706,933.

Safety - The Purple Line Extension Section 2 Project has 3,862,976 project hours through January 2024 with a Recordable Injury Rate of 2.80 (the Bureau of Labor Statistics National Average is 2.4) and the Days Away Rate (DART) of 0.62 (the Bureau of Labor Statistics National Average is 1.5).

Recommendation/Lessons Learned - Lessons learned are that future contracts could provide better language when substantial completion is achieved so that there would be no question about the amounts that are allowed for this type of work.

Spot Check #4 - Purple Line Extension Section 2 Transit Project

This OIG Spot Check report concerns the Purple Line Extension Section 2, C1120, MOD-0195), MOA Impacts to WRS Work Activities within COBH January 2, 2022 to November 23, 2022.

Change Order Detail

See Attachment A Spot Check #4 table.

Summary #4

Scope - This change order is to compensate the Contractor for impacts to the Wilshire/Rodeo Station construction activities from work restrictions imposed by the City of Beverly Hills Memorandum of Agreement during the period January 2, 2022, to November 23, 2022.

The Contractor is to provide the entire work, furnishing all management, coordination, professional services, labor, equipment, materials, and other services for the Memorandum of Agreement Impacts to Wilshire Rodeo Station for the Station Box and Station Entrance construction. This change order covers work performed in the year 2022.

Budget - This change order was negotiated as MOD 0195 for the amount of \$1,132,941. The Contractor's proposal was \$3,635,360. The negotiated price is \$2,502,419 (68.8%) lower than the Contractor's proposal. The ICE was \$1,419,812 which is \$20% higher than the negotiated amount. Staff stated that funds for this change order are within the approved Life-of-Project budget.

Schedule - The CEO Delegation of Authority process was utilized for this change order. The

Contractor and Metro agreed on the Scope of Work on November 3, 2023, which was awarded on November 20, 2023, and it took staff 37 workdays to complete all signature approvals. Under the prior Board approval method for change orders, assuming a January Board meeting date, it would have taken a minimum of 55 workdays to complete the transaction.

Safety - The Purple Line Extension Section 2 Project has 3,862,976 project hours through January 2024 with a Recordable Injury Rate of 2.80 (the Bureau of Labor Statistics National Average is 2.4) and the Days Away Rate (DART) was 0.62 (the Bureau of Labor Statistics National Average is 1.5).

Recommendation/Lessons Learned - The OIG recommends that Metro encourage the Contractor to submit their cost proposals promptly, so Metro can negotiate and promptly award money that is due. This will assist Metro in better tracking the Life of Project budget expenditures and knowing available resources.

This report does not have a financial impact on the Agency.

For all of the construction change orders reviewed, Metro states the funds are within the approved budget and will utilize the contingency funds to cover the costs from the Life of Project budget in the following amounts:

Spot Check #1) \$898,032 Division 20 Tunnel Widening Turnback Project

Spot Check #2) \$898,842 Purple Line Extension Section 1 Project

Spot Check #3) \$706,933 Purple Line Extension Section 2 Project

Spot Check #4) \$1,132,941 Purple Line Extension Section 2Project

EQUITY PLATFORM

In the opinion of the OIG, we considered whether these change orders presented any equity-related issues on their face. The OIG did not receive any data concerning community impacts. The OIG observed no obvious disparate impacts created by these change orders on small businesses, or low-income persons, or by the performance of the work in a manner that impacted a disadvantaged community beyond what is typical and usual when conducting any construction.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Office of Inspector General reviews large change orders over a calendar quarter and makes recommendations as appropriate to support Metro's Strategic Plan Goal #5:

Provide responsive, accountable, and trustworthy governance within the Metro organization and CEO goals to exercise fiscal discipline to ensure financial stability.

The OIG mission includes reviewing expenditures for fraud, waste, and abuse in Metro programs, operations, and resources. For each selected change order reviewed, the OIG evaluates whether there are red flags of fraud, waste, or abuse taking place. We report the details of the significant

change orders and make recommendations consistent with the OIG's 2016 and 2023 Construction Best Practices reports, particularly focusing on lessons learned, improving efficiencies, and prudent spending.

NEXT STEPS

The OIG shall provide every quarter, an ongoing spreadsheet of recommendations to Program Control and Program Management. Program Control and Program Management agree to respond to the recommendations of the OIG within 30 days. The OIG continues to meet periodically to discuss reports, recommendations, and the status of implementation of the recommendations with Project Management, and receive updates. The list of OIG recommendations and Metro management responses is an attachment to this OIG report (Attachment B).

ATTACHMENTS

Attachment A - Change Order Details for Spot Checks in this report
Attachment B - OIG Recommendations and Responses Tracking Sheet

Prepared by: Prepared by: Suzanna Sterling, Director of Engineering
Reviewed by: Karen Gorman, Inspector General (213) 922-2975



Karen Gorman
Inspector General

Spot Check #1 - Division 20 Portal Widening Turnback Project - Contract C1136
Change Order Detail

<u>Description of Modification or Change Order - MOD-0141</u> North Ladder Track Subgrade and Ballast	
<u>Change Order Dates:</u>	
Scope of Work approved	November 7, 2023
Modification Executed	December 11 2023
<u>Elapsed Time for Executing Change Order:</u>	
Using new delegated process	23 workdays
Estimate using former Board approval process Agenda for the January Board	53 workdays
<u>Cost of Change Order:</u>	
Metro independent cost estimate (ICE)	\$906,843
Contractor's proposed cost	\$1,455,124
Negotiated amount	\$898,032
Percentage of negotiated amount under <i>ICE</i>	1%
Amount negotiated less than the Contractor's proposal	\$557,092

Spot Check #2 - Purple Line Section 1 Transit Project – Contract C1045

Change Order Detail

<u>Description of Modification or Change Order – CO 0050</u> Sound Wall Pile Removal at Station Yards	
<u>Change Order Dates:</u>	
Scope of Work approved	December 11, 2023
Unilateral Executed	January 26, 2024
<u>Elapsed Time for Executing Change Order:</u>	
Using new delegated process,	33 workdays
Estimate using former Board approval process Agenda for the February Board	57 workdays
<u>Cost of Change Order:</u>	
Metro independent cost estimate (ICE)	\$296,935
Contractor's proposed cost	\$1,070,859
Negotiated amount	\$898,842
Percentage of negotiated amount <i>OVER ICE</i>	\$601,907
Amount negotiated less than the Contractor's proposal	\$172,017

Spot Check #3 - Purple Line Section 2 Transit Project – Contract C1120**Change Order Detail**

<u>Description of Modification or Change Order – CO-62</u> Additional Project Management, Administration, and Contract Compliance for Extended Design Services.	
<u>Change Order Dates:</u>	
Scope of Work not agreed upon	none
Unilateral Executed	December 11, 2023
<u>Elapsed Time for Executing Change Order:</u>	
Using new delegated process	unknown
Estimate using former Board approval process Agenda for the January Board	unknown
<u>Cost of Change Order:</u>	
Metro independent cost estimate (ICE)	\$961,188
Contractor's proposed cost	\$1,455,124
Unilateral amount	\$706,933
Percentage of negotiated amount <i>under ICE</i>	26.5%
Amount negotiated less than the Contractor's proposal	748,191

Spot Check# 4 - Purple Line Section 2 Transit Project – Stations Contract C1120**Change Order Detail**

<u>Description of Modification or Change Order – CO-0195</u> MOA Impacts to WRS Work Activities within COBH January 2, 2022 to November 23, 2022	
<u>Change Order Dates:</u>	
Scope of Work approved	November 03, 2023
Modification Executed	December 28, 2023
<u>Elapsed Time for Executing Change Order:</u>	
Using new delegated process	37 workdays
Estimate using former Board approval process Agenda for the January Board	55 workdays
<u>Cost of Change Order</u>	
Metro independent cost estimate (ICE)	\$1,419,812
Contractor's proposed cost	\$3,635,360
Negotiated amount	\$1,132,941
Percentage of negotiated amount <i>under ICE</i>	20%
Amount negotiated less than the Contractor's proposal	2,502,419

ATTACHMENT B (APRIL 2024)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
#1 Contract C1136: Division 20 Portal Widening Turnback Project MOD-0141: North Ladder Track Subgrade, and Ballast	None		
#3 Contract C1045 Purple Line Ext. Section 1 CO-0050: Sound Wall Pile Removal as Station Yards	None		
#3 Contract C1120 Purple Line Ext. Section 2 CO-0062: Additional Project Management, Administration, and Contract Compliance for Extended Design Services	Lessons Learned are that future contracts could provide better language when substantial completion is achieved so that there would be no question about the amounts that are allowed for this type of work.		
#3 Contract C1120 Purple Line Ext. Section 2 MOD-0195: MOA Impacts to WRS Work Activities within COBH January 2, 2022 to November 23, 2022	The OIG recommends that Metro encourage the Contractor to submit their cost proposals promptly, so Metro can negotiate and promptly award money that is due. This will assist Metro in better tracking the Life of Project budget expenditures and knowing available resources.		

ATTACHMENT B (JANUARY 2024)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>#1 Contract C1136: Division 20 Portal Widening Turnback Project MOD-0109: Lighting Various Civil and Electrical Changes</p>	<p>The OIG recommends continuing forward with cost recovery from the Designer of Record.</p>	<p>Agreed</p>	
<p>#2 Contract C1197 Airport Metro Connector Transit Station/96th Street Station MOD 0027 - Low Voltage Cabling</p>	<p>The OIG recommends that the project office contacts the Airport monorail construction support team and recommend they install the Low Smoke Zero Halogen (LSZH) type fiber optic cable also.</p>	<p>The Project will coordinate with LAWA to install Corning's NFPA 130 compliant optical cable type which also meets Low Smoke Zero Halogen (LSZH) classification to be consistent with the optical cables on AMC project.</p>	
<p>#3 Contract C1045 Purple Line Ext. Section 1 CO-0045: SCE and LADWP Change to Electrical Rooms and Equipment (Construction with minor design).</p>	<p>The OIG recommends staff work closely with SCE and LADWP to confirm their approvals for the requested work and to update any MRDC standard or specification to ensure that Metro corrects any out of date standards in relations to SCE or LADWP. It is recommended that Management discuss with the Diversity and Economic Development Department if the standard change order language might be revised to indicate a particular SBE/DBE goal for the change order "unless the contractor has already met the SBE/DBE goal for the contract as a whole".</p>	<p>#3 (Top Half): The Project will continue to work closely with DWP/SCE. Metro engineering (Gateway) can look into updating the MRDC with some of the more significant changes that DWP/SCE requested but it should be noted that many of the changes that LADWP and SCE request are not in the ESR Manual or any other type of standard but came about due to safety concerns as they progressed through the work in the field. #3 (Bottom Half): The Project Manager and DEOD clarified the Contract requirements for achieving the DBE goal for Changed Work in the above attached letter.</p>	
<p>#4 Contract C1152: STATIONS Purple Line Ext. Section 3 CO-091.2: Water Supply Loop System at Wilshire & Federal Intersection</p>	<p>None</p>	<p>None</p>	

ATTACHMENT B (OCTOBER 2023)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>#1 Contract C1136: Division 20 Portal Widening Turnback Project MOD-0093: Rebar for Contact Rail Encasement</p>	<p>The OIG recommends an updated ICE reflecting the complete work that should have been requested to aid in the negotiations with the contractor for final settlement. Lessons Learned is to evaluate ductbanks in trenches for compliance with applicable city standards and loading requirements for static and dynamic loading demands when installing these. Future design plans should include this as a requirement to check.</p>	<p>None.</p>	
<p>#2 Contract C1151: TUNNELS Purple Line Ext. Section 3 CO-011: Extension of Time and Re-sequencing of Contract Work</p>	<p>The OIG recommends that a determination be made whether the Tunnels contractor can be held liable for any costs incurred from the Station contractor, and vice versa, when delays occur that are the responsibility of a contractor and further study potential project recovery time.</p>	<p>The Metro project team has assessed the cost responsibilities in accordance with the Contract, which does not provide this mechanism. The overall project recovery time is being addressed by implementing the accelerated resequencing schedule.</p>	
<p>#3 Contract C1152: STATIONS Purple Line Ext. Section 3 CO-0109: Extension of Time</p>	<p>Lessons Learned from previous contracts was to state a delay compensation rate. This action was included in this contract (delay compensation rate of \$24,000/day) and eliminates future disagreements and litigation.</p>	<p>The C1152 contract procurement commenced prior to the other contract lessons learned, and the C1152 Contract includes the same Delay Compensation terms as the other contracts.</p>	
<p>#4 Contract C1152: STATIONS Purple Line Ext. Section 3 CO-0109: Acceleration and Re- sequencing of Contract Work</p>	<p>The OIG recommends Metro evaluate these three change orders in order to reduce the time impact to the schedule and increase work acceleration.</p>	<p>Metro minimized the time through acceleration and re-sequencing implemented by COs to both C1151 and C1152 Contracts resulting in acceleration of project substantial completion to January 2027.</p>	

ATTACHMENT B (JULY 2023)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>July 2023 #1 Contract C1197 Airport Metro Connector MOD-0245: Bulletin 28 – Onsite DWP & Bus Charging</p>	<p>The OIG recommends Metro review all construction plans for satisfaction of the zero-emissions bus fleet objective to add as appropriate electric charging capability.</p>	<p>Confirmed. Project has been in consistent coordination with the Bus Operations Group since 2019. Initial coordination landed on 3 chargers which were included in the original construction bid contract. Additional coordination after release of original contract documents introduced the 2020 Layover Charging Analysis, which has lead to four (4) additional chargers and an entire new LADWP Yard being placed into the project for seven (7) bus charging stations total. This final number and layout of bus chargers has been coordinated and confirmed with Metro Bus Operations.</p>	<p>Fall 2024 is the current estimated schedule</p>
<p>#2 Contract C1045 Purple Line Ext. Section 1 CO-0028: Expedite Cutterhead Removal at Tail Track</p>	<p>The lessons learned from this change order is to add to the initial Contract details on the tunnel boring machine interplay between the two projects and the cutterhead removal and scheduling.</p>	<p>Accept</p>	
<p>#3 Contract C1120 Purple Line Ext. Section 2 CO-0179: Provisions for WRS North Secondary Entrance</p>	<p>The OIG recommends continual monitoring of the City of Beverly Hill design plans as they near construction as to avoid any construction impacts, safety concerns and complications at the knockout panel.</p>	<p>The Project agrees with this recommendation and will continue to monitor the City's design. Currently, the City has paused the design to reassess its project budget.</p>	
<p>#4 Tunnel Contract C1151 Purple Line Ext. Section 3 MOD-0024: Claim-04 Gravel Seam Impact BR Tunnel Rings 399-486</p>	<p>The OIG recommends more geotechnical exploration in the development of the Geotechnical Baseline Report as to better identify the correct soil characteristics.</p>	<p>Extensive ground investigations were performed to provide data to support writing of the C1151 Geotechnical Baseline Report (GBR). Additional investigations help, but costly, they are not a panacea, as the alluvial soils of the Los Angeles Basin are heterogeneous (highly variable), so additional boreholes would not identify every change in the ground. The considered baseline using experience as well as borehole information presents the expected changes in the GBR. This enables pricing of risks that are within the control of the Contractor and not to transferring this ground conditions risk to the contractor. Metro Rail Design Criteria (MRDC) Section 5 GBR requirements are being revised <Metro Chief Engineer to confirm> to control use of 2022 ASCE GBR suggested guidelines, including ground investigation requirements, to better define baseline soil characteristics.</p>	<p>September 2023 <Metro Chief Engineer to confirm when the MRDC revisions will be completed></p>

ATTACHMENT B (APRIL 2023)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
April 2023 #1 Contract C0980 Regional Connector MOD-0245: 10-Inch Sanitary Sewer Relocation & Upsize existing 8-Inch Sewer to 12- Inch	The OIG recommends to Work with the City where construction is going to occur at the earliest possible time to determine their requirements so that those requirements can be negotiated, included in the bidding documents when released with correct information and requirements, and if the requirement change is caused by Metro's increased utilization of the utility or if it amounts to a betterment for which a sharing/contribution should be made.	Agreed. Projects should do their best to identify utility conflicts ahead of time, but depending on the area and available documentation that is not always possible. This work was impacted by both surrounding facilities and modified work sequencing in the intersection when the project changed the plan after realizing the utility impacts of the terminated AUR contract.	
#2 Contract C1045 Purple Line Ext.Sect.1 CO-0022 Fully Guarded Double Crossovers	The OIG recommends consulting with Operations on the desired headway speeds at the design phase so that these requirements can be added at the earliest possible times. This may be added to the Construction Departments Lessons Learned data base to have fully guarded double crossover rail to keep the minimum headway and protect rail cars to avoid possible derailment in the future in the initial design and specifications and avoid future change orders.	Concur that the Project's required crossover speeds need to be finalized during the design phase and those needed speeds, combined with the available station box crossover length and width, will determine if a fully guarded crossover is required and if it will be required to be included as part of the Project's design.	
#3 Contract C1120 Purple Line Ext.Sect.2 CO-0058:Project and Construction Site Delay Impacts	<p align="center">None</p>		
April 2023 #4 Stations Contract C1152 CO-0090.1 & MOD-0089 Purple Line Extension Section 3 UCLA Station - Additional LADWP Temporary Power Conduits	The OIG recommends: 1.For the Project to submit to the Lessons Learned data base, run by the Quality Assurance group, the events regarding coordination with LADWP (or another third-party utility) which required the increase in size of conduits and forced relocation of the ductbanks. By submitting information of these changes to the Lessons Learned data base, future projects will be warned that there might be an update to the electrical requirements applicable to their project. 2.The Metro Rail Design Criteria (MRDC) should get periodic updates to include new standards by agencies that review and approve Metro construction so that when future RFPs are issued they comply with those mandatory standards. This will not foreclose Metro seeking a waiver or amendment in the future from that entity on an individual project that might reduce the cost and that will not require a costly change order. Additionally, the MRDC should be updated to encourage early coordination with the third-party utilities to obtain their written agreement to the specifications for a project prior to the RFP issuance.	1. Agreement in sharing the LADWP standards (that were not previously made available to the project by LADWP) to be available for other Metro projects. 2. Third Party standards are maintained by the respective Third Parties and provided to Metro during the design phase for each project. Early coordination occurs with Third Parties; however, disclosing the current and applicable standards has at times not been consistent by the Third Parties. Metro is currently working with LADWP to establish a new Utility Cooperative agreement. Agreement terms: to include language where standards will be memorialized at the time of RFP issuance, language accommodating early involvement, language to establish a design freeze, language to define betterments, as well as other terms to minimize risks on projects. Similar agreements are also being pursued with other utility owners. It should also be noted that Metro is closely coordinating with all applicable City's and utility owners from an early engagement standpoint while the Projects are still in the planning phases. The following actions are currently being taken; Establishing and execution of Master agreements and Utility Cooperative Agreements with applicable City's and utility owners prior to the start of Preliminary Engineering and prior to the release of RFP's. Other general actions being taken include establishing more robust potholing and subservice investigations early on and engagement with utility owners early on to identify fatal flaws and pitfalls with alternatives. Pitfalls such as unavailability of power in the area to accommodate TBM's, addressing heavy relocations, identifying schedule challenges with relocations should they be required. The MRDC is a live document and goes through review and updates on a regular basis and usually before award of a major contract. MRDC is currently undergoing a major review and update. We have and will continue to share our MRDC with City of Los Angeles. The MRDC mainly refers to the Green Book for roadway and utility related items which is what almost all the Cities use as well. With the current efforts to engage the third parties prior to the release of the RFPs, we should be able to catch any third party requirement that would be outside the Green Book and MRDC.	

ATTACHMENT B (January 2023)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
January 2023 #1 Contract C1136 CO-0121.1 Division 20 Portal Widening and Turnback Project - Site Improvements for Garfield Yard to Store New Special Trackwork	As was recommended in the prior quarterly construction change orders spot check report, the OIG recommends the issue of liability for sub-contractors bonds and insurance be resolved, and further change orders follow the standard Metro construction practices and procedures.	Recommendation is noted. VCM is seeking a resolution to the sub-contractor bond and insurance for change orders.	
January 2023 #2 Contract C1045 CO-0015 Purple Line Extension Section 1 Station Artwork Architectural Glass	The OIG recommends that a final scope of work and agreed upon total costs be determined as soon as possible.	Metro acknowledges the OIG's recommendations and will work toward resolution of scope & cost disagreements involving the Architectural Art Glass. Negotiations are pending the contractors confirmation on available dates for these negotiations. To avoid these potential impacts for future projects, WPLE 1 is working with the Metro Art department on a lessons learned session to help implement a change in the development of the artwork scope in future contracts. This will impact the contractual and procurement requirements for the artwork (timing, line item allowances, contingency) so that there is less cost discrepancy for the artwork between the time overall Construction Contract is developed and when the artwork is procured.	
January 2023 #3 Contract C1120 CO-0023.2 Purple Line Extension Section 2 Relocated UPE Plenum at Westfield Mall	None.		
January 2023 #4 Tunnels Contract C1151 MOD-0007.2 Purple Line Extension Section 3 Revisions to Southern California Edison (SCE) Power Connection	The OIG recommends that in all future contracts where it is possible to consolidate planned multiple street utility construction works, that a single trench be dug and both temporary and permanent power conduits be installed in the same trench at the same time as to reduce costs and minimize impacts to the neighborhood. The OIG further recommends, that when the Metro management authorize work and exercise their authority under this Delegation Policy, there should be a maximum period after that action that it must be reported in the quarterly program management report, and not wait 3 years to negotiate the modification and report an action to the Board.	PM and V/CM have committed to working together as necessary to analyze the issue and seek resolution. As part of that process, the two departments will work with the Office of the IG to close out the action.	

ATTACHMENT B (October 2022)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>October 2022 #1 Contract C0980 MOD-0239 Regional Connector Transit Corridor Project - Additional AT&T Duct bank Installations at 2nd Street – Construction</p>	<p>The OIG acknowledges the unknown underground site condition of numerous conflicting underground utilities, but the existing AT&T communication vaults that were both too small and in poor condition were known prior to the beginning of contract. It should be noted that AT&T did not initially provide design or informational requests for new vaults and now Metro must create a change order and pay the contractor for an oversight on the utility's behalf.</p> <p>The OIG recommends, as a Lesson Learned, that in project planning for Metro to ask the utility company to acknowledgement that all vaults, duct banks, and utility lines conform to current specifications and are in satisfactory condition. It is prudent for Metro to be aware of the utilities condition before entering into a construction contract.</p>	<p>Agreed. The AT&T infrastructure was not in a condition that could be hung in place safely resulting in the construction of a new system. It would be best to understand the condition of all utilities to the best possible extent prior to start of construction but not always possible.</p>	
<p>October 2022 #2 Contract C1136 CO-0017.4/MOD 0037 Division 20 Portal Widening and Turnback Project - 1st Street Bridge Continuous Monitoring</p>	<p>As was recommended in the prior quarterly construction change orders spot check report, the OIG recommends the issue of liability for sub-contractors claims and bonds be resolved so that it is not necessary to use NTE change order methods, and further change orders follow the standard Metro construction practices and procedures.</p>	<p align="center">Agreed</p>	
<p>October 2022 #3 Contract C1197 MOD-009 Airport Metro Connector Transit Station Bulletin 16 – Light Rail Transit (LRT) Fence Updates</p>	<p>The OIG recommends Metro consider updating Metro's design criteria and necessary specifications to reflect current 2022 California Seismic standards in the MRDC and future requests for proposals to build better and be prepared for future earthquakes. This may be considered a lesson learned.</p>	<p>The OIG recommendation may not completely reflect the issue. The contract MOD for bulletin 16th was the result of design change during the construction. In reviewing of the contractor's submittal, two things became apparent. First, the picket members were very heavy and disproportionate to the size of the horizontal members carrying them which created a structural concern. The second issue was a quality/constructability concern as the design shown on the contract drawings and the shop drawings required each picket to be field welded in place. All welds are required by the original Contract Documents to be ground smooth. The design change addressed both issues. For the structural issue, the thickness of the 4" o.c. pickets were reduced although the depth of the horizontal members was increased. For the constructability issue, the pickets were panelized so that they could be shop fabricated and craned into place. The panels were attached to the horizontals with bolts rather than welds, speeding up the installation time which would reduce crane use and reduce field welding and grinding. None of these issues were related to Metro's design criteria or technical spec.</p>	
<p>October 2022 #4 Contract C1045 MOD 0159 Purple Line Ext. Sect. 1 Track Level Access Openings at Wilshire/Western, Wilshire/La Brea and Wilshire/ La Cienega</p>	<p>None</p>		

ATTACHMENT B (August 2022)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
August 2022 #1 Contract C1136 MOD-0029 Division 20 Portal Widening and Turnback Project - Time Extension for MOD-20 Addl Scope and Addl Requirements for DIV 20	The OIG recommends, that all future construction contracts include a capped amount per day to pay the contractor when Metro stops critical path construction work or contractor incurs significant delays due to unforeseen causes.	Agreed	
August 2022 #2 Contract C1136 CO-0011.3 Division 20 Portal Widening and Turnback Project - 1st Street Viaduct - Crack and Spall Repair	1) The OIG recommends that the scope of work should be agreed upon as soon as possible. 2) The OIG recommends the issue of liability for sub-contractors claims and bonds be resolved, and further change orders follow the standard Metro construction practices and procedures. We further recommend that the language concerning bonds and sub-contractors in the Metro standard forms for modification/change orders be moved to the Metro standard contract terms and conditions.	Agreed	
August 2022 #3 Contract C1120 CO-0041 Purple Line Ext. Sect. 2 Tunneling Suspension Associated with Abandonment of Oil Wells	The OIG recommends Metro consider implementing Unilateral change orders when the contractor is claiming compensation for delays greater than the contract cap permits.	Agreed	
August 2022 #4 Stations Contract C1152 CO-0035.1 Purple Line Ext. Sect. 3 VA Steam Tunnel Size Increase and Redundancy	Now that the cost schedule proposal (CSP) has been received, the OIG recommends that the Contractor's CSP be thoroughly evaluated to finalize the change order to enter into an agreed upon modification to replace working on a NTE basis as soon as possible.	The Contractor has split the CSP into two parts. Part 1 is the heavy civil work. Part 2 is the Mechanical / Electrical / Plumbing work. Metro has finalized their analysis of Part 1 of the Contractor's CSP of the change and should finalize a value with the contractor imminently. Metro has performed an initial round of fact finding and analysis of Part 2 and is engaging in further meetings with the Contractor to resolve the differences.	

ATTACHMENT B (April 2022)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
April 2022 #1 Contract C0988 MOD-0551 Crenshaw/LAX Transit Corridor Project Landscape Changes – Park Mesa	none		
April 2022 #2 Contract C0980 MOD-00230 Regional Connector - Transit Corridor Project Alameda Emergency Stair Exit (ES2)	The OIG recommends in-house plan review be as fully completed as possible before Metro groups sign off on the design plans.	The project team agrees with OIG and does have both project staff and Metro staff provide reviews for all plans. This change originated with the change in FLS requirements within the Wye which was identified after award of contract.	
April 2022 #3 Contract C1045 MOD-0144 Purple Line Extension Sect. 1 Construction LaCienega Station During Mining	none		
April 2022 #4 Contract C1045 MOD-0147 Purple Line Extension Sect. 1 Vapor Extraction Street Restoration	none		

ATTACHMENT B (January 2022)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
January 2022 #1 Contract C0980 MOD-00218 Regional Connector - Transit Corridor Project Metro Eastside Access Improvement Project "Segment 2" Esplanade and other improvements along Alameda Street – Construction Only	none		
January 2022 #2 Contract C1136 CO-00020.2 Division 20 Portal Widening and Turnback Project Differing Site Conditions - Connections to Existing Ductbanks and Unknown Utilities Impacts	The OIG recommends that Metro continue to track the time and materials used by the contractor while negotiating the Contractor's cost and schedule proposal and to bring this change order to a final award amount.	Final award amount for CO-00020.2 has been reached. Negotiations with the Contractor (TPC) consisted of multiple workshops to reach agreement on rates of production, activity duration, labor, materials and equipment required, complexity of the work. Since agreement on these items was challenging, Metro made a business decision to start with the contractor's estimate and deduct items that were not allowed in the contract. A final settlement for CO 20 was reached at \$43.3M, approximately \$10M under the contractor's original estimate. A time delay for changes related to CO 20 in the amount of \$6M, or 6 months at \$1M per month, has also been agreed upon for these changes.	Substantial Completion and commissioning of the turnback track is scheduled for late Fall of 2024 to coincide with Revenue Operations of PLE1. Final project completion could be as much as a year later.
January 2022 #3 Contract C1120 CO-00034 Purple Line Extension Sect. 2 Century City Constellation Station Storm Drain and Sanitary Sewer Relocation Construction of MOD 70 Design	none		
January 2022 #4 Contract C1152 MOD-0007 Purple Line Extension Sect. 3 Replacement Parking at VA Hospital Lot 42 During Station Construction	The OIG recommends that the Contractor be instructed to timely submit cost proposals, enter negotiations, and sign agreements before work is performed so Metro can process the work order close in time to work being performed, not only to pay the contractor but to help ensure the sub-contractors are paid timely.	No comments	

ATTACHMENT B (October 2021)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>October 2021 #1 Contract C0980 MOD-00206 Regional Connector - Transit Corridor Project Add Wye Junction Fan Plant - Construction</p>	<p>Since the Board approved of a budget for this item in 2015 at \$12 mil., the cost has increased to a total of \$21,186,000 (a 77% increase). This Fan System cost has been reported in pieces, as parts were completed, but not as a whole to indicate the cost creep overall over time. We recommend that when LOP information is being periodically provided to the Board that it includes a summary, per project, to show historical cost information over the life of each project. That summary should indicate if they anticipate completing the project within the current LOP and how many LOP increases have occurred so far.</p>	<p>The initial board item in 2015 for the fan plant was an ROM at the time and had yet to be fully designed and estimated for a complete change. As the project progressed the design and went into construction, the team worked through the negotiations for the full scope of the fan plant. As of now, there has only been one LOP increase and the project has anticipated that the project would fall within the LOP to date. Project team will work with Program Management leadership on how information is reported and follow Program Management's direction for any changes on how LOP is reported.</p>	
<p>October 2021 #2 Contract C1136 MOD-00020 Division 20 Portal Widening and Turnback Project Additional Scope and Additional Requirements for the Division 20 Portal Widening and Turnback Project</p>	<p>The OIG recommends: 1. When Metro needs to expedite a project, include Operations in the initial planning phase early, prior to and during design so they can provide constant input during the design. 2. Explore with Operations if they need additional resources to dedicate full time to assist in the intense design, planning, and implementation pre-opening phases of Metro's rail infrastructure/capital projects, or other ways in which Program Management and Operations can work together to approach these projects to maximize cooperation, communication, and assistance. 3. Have the Legal Department review our designer contracts to determine if they are adequate to hold contractors accountable, enforceable, and require use of bonds and proof of adequate insurance to cover errors of this type and resulting in cost of this magnitude.</p>	<p>1. Project alignments were revised during planning phase to accommodate additional storage capacity and technical requirements required for turnback headways. As design progressed, Operations participated in frequent design review meetings. 2. Additional Operations resources during design phases would be beneficial and help produce more comprehensive reviews. 3. Project team is coordinating with County Counsel on review of designer contracts.</p>	
<p>October 2021 #3 Contract C1045 MOD-0 137 Purple Line Extension Sect. 1 Increased Well Maintenance at Western Shaft due to Groundwater Chemistry Impacts</p>	<p>see #4 for recommendation</p>		
<p>October 2021 #4 Contract C1045 MOD-00138 Purple Line Extension Sect. 1 Additional Dewatering Treatment and Discharge Impacts at Western</p>	<p>The OIG recommends that all dewatering change orders for this project should be evaluated or audited. The Geotechnical Baseline Report issued by the consultant to Metro was not accurate for the soil type, ground water, and hydrogen sulfide levels for each segment of Purple Line Section 1 and the consultant might be held liable for some of the costs of differing site conditions not correctly determined by the consultant. Unplanned dewatering site conditions also cost Metro \$15.8 mil. at the La Brea Station and \$16.8 mil. at the La Cienega Station in 2020 and 2019 respectively.</p>	<p>The dewatering MODs for WPLE-1 have been already been evaluated as part of the CN process. In order to minimize the potential for future DSCs on other Projects, consideration should be undertaken to expend more resources during Preliminary Engineering (PE) to more accurately project the actual conditions encountered. The costs of additional PE should be weighed against the increased base bid prices, or future Change Order costs if no additional PE efforts are undertaken. Valid additional costs to Metro, via the base bid or Change Order, will be incurred either way. It is premature at this time to hold the PE Consultant liable for all or a portion of the costs of this MOD.</p>	

ATTACHMENT B (July 2021)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
July 2021 #1 Contract C0980 MOD-00196 Regional Connector - Transit Corridor Project Construct the 2nd & Broadway Station Overbuild Load Transfer System	none		
July 2021 #2 Contract C0980 MOD-00202 Regional Connector - Transit Corridor Project Revise Communications Radio System Scope of Work- Construction	The OIG recommends that after installation of the new radio system that interface with Los Angeles fire, police and sheriff departments be tested and verified for their signal strength and connectivity.	Agreed, all radio systems will be fully tested and verified for signal strength and connectivity	
July 2021 #3 Contract C1045 MOD-0131 Purple Line Extension Sect. 1 Wilshire/Fairfax Station Subgrade Differing Site Conditions	The OIG recommends that after a DRB issues its recommendations that favor the contractor, Metro act swiftly to move forward with a change notice to the contractor and not delay payment to the contractor, less any credits owed to Metro. We understand in this particular case the contractor assigned a lower priority for processing this change notice over many others.	In this case there was no requirement for Metro to issue a Change Notice due to the DRB ruling. The Contractor (STS) chose to delay providing Metro with a cost proposal associated with the DRB ruling due to other higher Contractor priorities. After the eventual receipt of the DRB ruling proposal from the Contractor, the costs were negotiated, and a MOD issued (w/o any Change Notice being created). It should be noted that whether a Change Notice is issued or not, the Contractor has the right to submit a proposal whenever and for whatever they perceive as changed work (via a Request for Change). Section 1 has and continues to issue Change Notices in a timely manner when Metro recognizes merited changed scope of work.	
July 2021 #4 Contract C1152 MOD-0014 Purple Line Extension Sect. 3 Revisions to Westwood/UCLA Station Entrances – Design Only	none		

ATTACHMENT B (April 2021)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>April 2021 #1 Contract C0988 MOD-00253.3 Crenshaw/LAX Transit Corridor Project Landscape Changes – Park Mesa</p>	<p>The OIG recommends that we identify quickly the differences in cost between the new scope of work from the contract and finalize plans and the cost with the prime Contractor.</p>	<p>-Agree and recommendation will be incorporated into C/LAX Project Lessons Learned. -C0988 Contract Team has started to identify the differences in cost between the new scope of work from the contract. Additionally, new scope of work will only be processed if it is a safety related change.</p>	
<p>April 2021 #2 Contract C0980 MOD-00188 Regional Connector - Transit Corridor Project 2nd/Hope Pedestrian Bridge - Construction</p>	<p>no recommendation concerning this change order</p>		
<p>April 2021 #3 Contract C1120 MOD-0095 Purple Line Extension Sect. 2 Station and Bicycle Parking, Architectural Features Design and Construction Changes at Wilshire/Rodeo & Century City Constellation Stations</p>	<p>The OIG recommends that Purple Line, Section 3, be immediately evaluated to determine if the MRDC architectural updates and the Metro bike hub system changes have been incorporated into the Purple Line Extension Section 3 Transit project. This will ensure consistency, compliance with the MRDC, and cost assessments to be determined and negotiated at the earliest possible time.</p>	<p>Purple Line Sect #2 response: Noted. Purple Line Sect #3 response: The WPLE3 contract included the latest MRDC requirements for bike hubs at both stations at time of bid, which minimized changes to the WPLE3 contract.</p>	
<p>April 2021 #4 Contract C1120 MOD-0095 0100 Purple Line Extension Sect. 2 Century City Constellation Main Entrance - Construction</p>	<p>The large cost disparities between the ICE and a Contactor's proposal on high dollar transactions should continue to prompt further technical and commercial evaluation in order to arrive at a fair and reasonable price. The OIG recommends that the ICE be evaluated by the Estimating department to further evaluate the significant differences between the Contractor's proposal and their independent estimate utilizing both technical and commercial evaluation.</p>	<p>ESTIMATING response: Metro Estimating will review the ICE and CSP and work with V/CM and Project Management staff to evaluate the differences. Purple Line Sect #2 response: Project staff will continue to involve Estimating staff in scoping discussions to ensure that they have a full understanding of the scope of work for all Change Work.</p>	

ATTACHMENT B (January 2021)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>January 2021 #1 Contract C0980 MOD-00184 Regional Connector - Transit Corridor Project Expanded Duco Yard and Temple Street Sanitary Sewer Work</p>	<p>The OIG recommends that future contracts with the designer should include verification of sewers identified as abandoned, and to document the verification on the construction drawings if the cost of such verification is minor and the consequences of reliance on erroneous information is significant. Additionally, the OIG recommends that the as-built record drawings at the City be updated.</p>	<p>Planning and engineering need to rely on as-built records for much of their work. However, where key utilities are involved, it is best that their condition and status be validated during the preliminary design phase. This investigation is often expensive and not easily performed without site investigation. The engineer must use his/her judgement to determine which utilities require physical investigation and inspection. Project budget contingency should be set aside for utility discrepancies that may be discovered during construction. Agree that even minor utilities, improperly documented, can have a significant cost and/or schedule impact to a project and should be investigated early, to the extent possible. The City is the best entity to ensure that underground maps are complete.</p>	<p>No further action from Regioinal Connector as project design has already been completed. However, efforts are continually made to perform potholing investigations for verification prior to construction so as to avoid impacts to schedule should discrepancies be found.</p>
<p>January 2021 #2 Contract C1045 MOD-00121 Purple Line Extension Sect. 1 Alternate Soil Disposal</p>	<p>California laws, including Senate Bill 1383 of 2016 set mandatory targets to reduce waste going to landfills. Metro developed a recycling policy (GEN 51) in response to State recycling goals and to support Metro's sustainability goals. The Conditional Use Permit for the Chiquita Canyon Landfill was set to expire and the Landfill operator sought a new permit, which was granted in July, 2017. The new permit requirements limits the rate of tonnage of dumping allowed, hours of operation, and the county set other multiple requirements that Chiquita Canyon must adhere. The OIG recommends:</p> <ol style="list-style-type: none"> 1. Construction waste disposal options are utilized to minimize project costs and to help achieve the reduction goal of a 75% reduction in waste by 2025; 2. Project teams work very closely with the Metro Sustainability Department, State, Los Angeles County, other regulators, landfill owners, and contractor's personnel, to determine options consistent with GEN 51 for the reuse of soils and construction debris in the current or other construction sites; 3. When a Board member has a matter come before them at their respective municipalities that can potentially effect Metro projects, if they would give notice to Metro of the matter, Metro can determine how its projects will be impacted and possibly address the matter with the municipality or 3rd party prior to the matter being approved including possibly negotiate that the terms of a permit not allow price increases or other impacts on Metro projects where contractual commitments have previously been negotiated in reliance on previous conditions; 4. LA Metro evaluate how other LA Metro projects for which a contract was entered may be impacted by the newly imposed landfill mitigations and higher fees. 	<p>Metro acknowledges the recommendations listed and provides the following responses below:</p> <ol style="list-style-type: none"> 1. Per contract, the project must divert/recycle 75% of waste. Purple Line Section 1 has diverted 100% of excavated clean material on the project to be reused as beneficial cover or fill at offsite projects. 2. The Purple Line Section 1 project has a member of the Metro Environmental Compliance and Sustainability Department (ECSD) on staff. This team member updates project management and contractors on opportunities to reduce waste impacts as they become available across the county. 3. Acknowledged 4. ECSD management will review awarded projects and available facilities and make recommendations on where to make changes to disposal practices as needed. 	
<p>January 2021 #3 Contract C1120 MOD-0091 Purple Line Extension Sect. 2 Increase UPS Spare Capacity at Wilshire Rodeo and Century City Constellation Stations</p>	<p>The OIG recommends that immediately prior to sending out an RFP, Metro should insure that the most current MRDC is used.</p>	<p>In this case, the updated MRDC Section 8 was added to the RFP near the end of the solicitation period, but conflicts with other contract documents were not identified because of the late issuance of the update. Staff agree that all future changes to the MRDC should be coordinated by Metro Engineering and issued before future RFPs are released.</p>	

ATTACHMENT B (January 2021)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
January 2021 #4 Contract C1152 CO-0005.1 Purple Line Extension Sect. 3 VA Hospital Replacement Parking for Lot 42 During Station Construction Phase	The OIG recommends that the Project office and Real Estate continue to work closely and aggressively to come to a full resolution with the VA hospital and the contractor on the modified costs.	Agree	

ATTACHMENT B (October 2020)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>October 2020 #1 Contract C0988 MOD-00485 Crenshaw/LAX Transit Corridor Project Case 5 Bedding Required by LABOE</p>	<p>Since the 'Green book' states the support and materials for sewer and storm drain pipe are to be encased in concrete, the OIG recommends that the LA Metro rail standard drawing US-014, be updated to reflect the required City standard and Metro may negotiate with the LABOE to adopt a different standard for specific projects as warranted.</p> <p>We further recommend, as discussed in previous reports, that Metro study the large discrepancies between the Metro ICE and the award amounts to determine if there is a method by which those discrepancies can be narrowed. This recommendation applies to many of the Spot Checks reviewed in this Report, and is based also on a Metro audit completed by the Management Audit Services Department that noted significant discrepancies in these amounts to be a frequent occurrence.</p>	<p>Recommendation will be incorporated into C/LAX project Lessons Learned.</p>	
<p>October 2020 #2 Contract C1045 MOD-00111 Purple Line Extension Sect. 1 Fairfax Paleo Zone Modified Limits</p>	<p>The OIG recommends future GBR's include a more comprehensive underground site assessment to determine a better approximation of the marine and paleo geological layers. In this instance, a robust underground assessment would have avoided the costly change order. However, the additional excavation costs would have been included in the higher base bid value.</p>	<p>Recommendation will be incorporated into PLE1 project Lessons Learned.</p>	
<p>October 2020 #3 Contract C1120 MOD-00080 Purple Line Extension Sect. 2 Demobilization and Remobilization due to COBH Moratorium</p>	<p>The MOA between Metro and COBH imposes additional restrictions on Metro and adds costly change orders to the original contract.</p> <p>The OIG recommends Metro adopts a standardized MOA for use in negotiations with all jurisdictions within Los Angeles County and utilizes this agreement for every construction project going forward in each respective jurisdiction and that budget estimates for projects should be revised as necessary to take into consideration MOAs entered into.</p>	<p>Agreed.</p>	
<p>October 2020 #4 Contract C1151 MOD-0004.1 Purple Line Extension Sect. 3 Increase Ground Water Treatment Plant Capacity at Tail Track Exit Shaft</p>	<p>It is the OIG's understanding that water pump tests and water quality tests were performed, but they were performed at the original location, the Army Reserve site, which is no longer the correct shaft location. Now the site is at the Veterans Administration property. A change in location can greatly affect both the levels and quality of the groundwater, thus increasing the revised dewatering process.</p> <p>It is critical that the Real Estate Department be included at the earliest possible time in negotiating the property requirements for a project. Having to change location plans after a contract award can have significant scheduling and expense consequences.</p>	<p>The location of the Tail Track Exit Shaft had to move from an environmentally cleared site occupied by the Army reserve site to the US Department of Veterans Affairs West Los Angeles campus when it became evident that the US Army Reserve was unwilling to allow the use of this location for either construction laydown or a permanent Metro Facility. Metro Real Estate and Project staff successfully negotiated with the Department of Veterans Affairs to enable relocation of this construction laydown area and permanent facility to their West Los Angeles Campus.</p>	

ATTACHMENT B (October 2020)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>October 2020 #5 Contract C1151 MOD-0005 Purple Line Extension Sect. 3 Addition of Sepulveda Staging Area to Compensate VA Site Reduction</p>	<p>The Purple Line Extension 3 was a 'next decade project' and was accelerated to be completed in the next 5 years with many project processes that had to be compressed to meet the schedule. We also understand that the real estate acquisition process is contingent on the funding being in place.</p> <p>The real estate acquisition process and all other real estate arrangements must be negotiated as early as possible and negotiate those property rights strategically to ensure we have our real estate needs met at the earliest and least expensive manner possible.</p>	<p>The space available for staging at the Tail Track Exit Shaft on the Department of Veterans Affairs Campus is limited; being located in a nationally designated historic district. Metro Real Estate and Project Staff have and are working closely together, in a timely manner to ensure real estate acquisitions are coordinated with project need dates to minimize overall risk and cost to Metro in delivering the project.</p>	

ATTACHMENT B (August 2020)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
August 2020 #1 Contract C1045 MOD-00095 Purple Line Extension Sect. 1 Transit Project: Phase 5 Golder EOR Mitigation Plan Implementation	<p>The OIG is in agreement with applying extra safety precautions that the Metro project office has put forward. Where conditions are relatively unique to the tunneling industry, more prescriptive specifications for means and methods in these zones is warranted.</p> <p>Since the Contractor, Golder Gas, performed the entire mitigation plan including removal and mitigation, the OIG recommends that LA Metro ensure that Golder Gas is held contractually, jointly, and severally liability for any future incident involving gas in the area where the soil vapor extraction wells and the monitoring wells are installed and abandoned. This is the common practice in environmental cases where a "consulting expert" is hired to monitor and mitigate a hazardous substance issue.</p>	<p>The Section 1 Project will review the indemnification text issued to Golder that was required by STS in order for Golder to proceed with the work. This indemnification will determine what Golder's future obligations are.</p>	
August 2020 #2 Contract C1045 MOD-00106 Purple Line Extension Sect. 1 Center Muck Shaft at La Brea (ECI-03)	<p>The OIG recognizes that this type of shaft at the La Brea station can serve a legitimate purpose and that the OIG recommends that use of such methods should be considered and contemplated in future project specifications and a reserve for same should be made when the savings in time, expense, and safety outweigh the cost of such a shaft.</p>	<p>OIG comment received will be included in the lessons learned.</p>	
August 2020 #3 Contract C1045 MOD-00107 Purple Line Extension Sect. 1 Center Muck Shaft at La Brea (ECI-03)	<p>The OIG is concerned that a bid of 40% over an ICE, when you are in a noncompetitive circumstance, may not be a good faith offer or bad communication on specifications. Such behaviors can have the effect of damaging a relationship during an early phase of construction and create distrust that can harm project collaboration in the future. We appreciate a contractor's willingness to proceed on work even without a commitment from Metro in some cases for the payment for that work, but recommend the contractor exercise greater care in formulating its proposals and that Metro be clear and fair but diligent and firm in its ICE calculations and negotiations stance.</p>	<p>OIG comment received. Contractor will be reminded to have appropriate personell attend the fact finding and provide timely complete CSP in order to resolve issues in a collaborative manner.</p>	

ATTACHMENT B (August 2020)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>August 2020 #4 Contract C1120 MOD-00073 Purple Line Extension Sect. 2 Century City Constellation Station Track work Extension</p>	<p>1. The OIG is concerned that a bid is almost 3 times over the ICE, when you are in a noncompetitive circumstance, may not be a good faith offer or bad communication on specifications. Such behaviors can have the effect of damaging a relationship during an early phase of construction and create distrust that can harm project collaboration in the future. We appreciate a contractor's willingness to proceed on work even without a commitment from Metro in some cases for the payment for that work, but recommend the contractor exercise greater care in formulating its proposals and that Metro be clear and fair but diligent and firm in its ICE calculations and negotiations stance.</p> <p>LA Metro is having to absorb the cost of track extension change orders that arose due to errors and omissions on the part of the engineering consultant WSP. The OIG was informed that WSP miscalculated the braking distance in the initial project definition drawings that were supplied to the construction contractor. Metro will have to cover this expense with the contractor, but should look to the design engineering firm for reimbursement to Metro of the costs it would not have had to otherwise incur less amounts saved or mitigations.</p> <p>2. The OIG additionally recommends that Metro review the current Metro Rail Design Criteria (MRDC) compared to the newly released FRA track design standards for accommodating a train entering a stub-end to determine if any modification or update to our MRDC is warranted.</p>	<p>1. If a Cost and Schedule Proposal (CSP) is significantly higher than the Independent Cost Estimate (ICE), Metro's Contract Administrator and the Project Team engages in further meetings with the Contractor to clarify scope in order to determine the source of the discrepancies between the two estimates. These meetings are professional in nature, and often result in favorable resolution on a price that is somewhere between the ICE and the revised CSP. This process ultimately leads to the execution of mutually agreed upon Contract Modifications, and avoids costly disputes related to Changed Work.</p> <p>Related to the cost of the change, if WSP had calculated the braking distance correctly, the Contractor's proposal price would have included the cost for the trackwork that was recently added by Contract Modification. As a result, the awarded contract value would have been slightly higher, and the project contingency slightly lower at Notice to Proceed. The only additional cost that this error by WSP may have created is a theoretical premium for paying for added trackwork in a non-competitive environment, which would be difficult to prove. It should be noted that the difference between the executed Contract Modification price and the ICE was about 17%, or \$171,000. As a result, it is likely that it would be difficult for Metro to determine if it paid a non-competitive premium. That said, the recommendation will be discussed with senior executive management in VCM and Program Management to determine if any action against WSP will take place.</p> <p>2. This recommendation will be referred to Metro Engineering for consideration.</p>	

ATTACHMENT B (April 2020)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>April 2020 #1 C0980 MOD-00161 Regional Connector - Procure Medium Attenuation Fasteners in Lieu of Standard Direct Fixation Rail Fasteners for the 2nd & Broadway Crossover</p>	<p>Regional Connector project is very unique because of all the existing historical buildings above the construction. Noise pollution has become a major concern for urban transit dwellers and authorities. The rule of thumb is a 10decibel technical increase in noise is heard by the human ear as "doubled" in loudness. When constructing underground for tunnels and stations the Environmental Impact Report must remember to always mitigate sound and vibration to protect the potentially impacted fragile surface buildings.</p> <p>The OIG recommends this scenario be written into the Lessons Learned file for future similar situations when constructing under historic or special case existing buildings.</p>	<p>The Regional Connector Project has extensive vibration mitigation elements included in the design where the operating guidway passes nearby sensitive receptors including recording studios, music venues and hotels. The project also requires that noise and vibration monitoring be performed during construction near sensitive facilities.</p> <p>The lesson learned and responded to in the referenced Contract Modification, is that information gathered during construction monitoring should be used to adjust the designed mitigations where field conditions indicate they are necessary.</p>	<p>Completed with issuance of subject contract modification. Equipment to be installed 3rd quarter 2020</p>
<p>April 2020 #2 C1045 MOD-00098 Purple Line Sect. 1 Additional Air Scrubbers at Fairfax Station</p>	<p>The OIG recommends further questioning to Southern California AQMD to determine why on a previous Metro construction contract (at the same location) they set the emission limit at 50 parts per billion, and the published standards are set at an emission limit of 30 parts per billion. On this contract the limits are set at 15 parts per billion. The inconsistency of the emissions limit should be taken under consideration and request in writing from AQMD why the standard emission limit could not be applied to this permit.</p> <p>The OIG further recommends in future construction pre-bid meetings, disclose to all potential contractors that the AQMD permit values necessary for the technical specification, "Temporary Construction Ventilation for Scrubber Units" has varied in the recent past and to verify the amount with an AQMD representative. If possible a commitment needs to be obtained from AQMD by the contractor at the time of submission of a bid amount, that the standard is firm for a defined period.</p>	<p>The emissions limit for equipment was set at the time the Contractor submitted the specific ventilation plan to SCAQMD for permit.</p> <p>The SCAQMD does not have a set standard for hydrogen sulfide, but the states standard is 30 parts per billion. SCAQMD develops their requirements based on specific site conditions. Our EIR states Metro and its contractors will set and maintain work equipment and standards to meet SCAQMD standards.</p> <p>A letter will be sent to SCAQMD for clarification on how SCAQMD can consistently apply emissions regulations for hydrogen sulfide for Metro's future projects.</p>	
<p>April 2020 #3 C1120 MOD-00064 Purple Line Sect. 2 Geotechnical Instrumentation Installation and Monitoring AT&T and Beverly Hills High School</p>	<p>The OIG recommends that the independent estimator visit the field location concerning where the work for this change order will occur. The construction manager should walk the estimator through the scope of the changes for which they are developing a cost estimate. The independent estimate was a 126.7% lower than the negotiated price. Where such significant discrepancies in price estimates exist, either the estimator for Metro, or the estimator for the contractor needs to re-evaluate the scope of the change order.</p>	<p>Agreed. Moving forward the estimating group will endeavor to work even more closely with available subject matter experts to assure a thorough understanding of scope and of the engineering and construction processes involved.</p>	
<p>April 2020 #4 C1151 MOD-00001 Purple Line Sect. 3 Revise the Tail Track Exit Shaft Location from US Army Reserv to Veterans Affairs Property</p>	<p>If the Army Reserve location had been negotiated prior to the contract award, these amounts might have been included in the original bid, although the price then and now might have been the same for this different location.</p> <p>The OIG recommends Real estate arrangements should be negotiated as early as possible.</p>	<p>Metro agrees with the OIG's comment regarding the price of the change. The cost would roughly be the same whether it was negotiated prior to contract award or after award. We agree that real estate arrangements (agreements) should be negotiated as early as possible. The project initiated contact with the property owner for the Exit Shaft property acquisition after the project was identified to be accelerated from the original 2035 Revenue Service Date. Metro did engage in talks with the VA early in the Project but obtaining VA approval to access their property has not been without a few challenges that Metro was able to overcome.</p>	

ATTACHMENT B (January 2020)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
Jan 2020 / #1 C0988-MOD-00437 Crenshaw/LAX UG1 (H2S) Ventilation Fans - Construction	none		
January 2020 #2 C0980 MOD-00154 Regional Connector - Acoustical Treatments for Areas Not on Finish Schedule	none		
January 2020 #3 C1045 MOD-00089 Purple Line Sect. 1 Development and On Site Validation of the Selected Gas Mitigation Option for M13	<p>While the soil at every site is unique, it is possible to create a standard for testing soils for gasses. There is no current rule or technical specification within Metro criteria for extraction of CH₄ or H₂S from the soil.</p> <p>The OIG recommends after the final report is submitted by the contractor, that a technical specification for testing be developed and written into the MDRC to use in the future.</p>	<p>PLE1 Final M13 Mitigation Report will be forwarded to Metro Geotechnical Department for their review and further processing.</p>	
January 2020 #4 C1045 MOD-00090 Purple Line Sect. 1 Oil Well Investigation In Lieu of TBM Probe Ahead	<p>The implementation of the drilling and magnetometer survey from Section 1 has been incorporated into Purple Line Extension Section 2 and 3 contracts.</p> <p>The OIG recommends that the procedures implemented for locating tanks, pipes and other abandoned waste be added to the Lessons Learned database.</p> <p>The OIG further recommends that Metro evaluates whether to pursue recovery for waste removal costs under CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act, also known as Superfund. Passed in 1980). The OIG recommends that Metro's Engineering Program Management provide information on this matter to Metro's Legal department to assist in making this determination and potentially pursuing this recovery.</p>	<p>PLE1 implemented methodologies for locating known tanks, pipes and other abandoned waste will be added to the Lessons Learned database. PLE1 notes that the hazardous waste removal is relatively small/negligible compared with the overall volume of soil removed. After reviewing the potential ROI on pursuing legal actions against any potential responsible parties for cost recovery the current determination based on the available data is that it is not worth the effort and cost at this time. However, it was decided that Metro County Counsel would provide a preliminary review on the issue and it would be revisited in the future.</p>	

ATTACHMENT B (Oct 2019)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>Oct. 2019 / #1 C0988-MOD-00432 Crenshaw/LAX - Update Station Customer Signage, Construction</p>	<p>The Metro RDC was updated with 2010 ADA Standards for Accessible Design later, and after the release and execution of the Crenshaw contract. When new standards are issued all request for proposal specifications pending after that date should be reviewed for correction before release when possible.</p> <p>For request for proposals released between 2010 and 2014,(when we changed the specification and Metro RDC) the OIG recommends immediate evaluation to determine if they were also awarded based on the old pre 2010 standards to determine whether their projects might be similarly impacted.</p>	<p>Agreed</p>	
<p>Oct. 2019 / #3 C1078 MOD-00083 Purple Line Sect. 1 - La Cienega Dewatering DSC</p>	<p>The Geotechnical Baseline Report stated that the ground conditions would permit drainage of water. The OIG questions if the consultant who developed the Geotechnical Baseline Report properly interpreted the boring data. Investigation is warranted to determine if the report accurately reflects the data.</p> <p>The OIG recommends recovering part of the cost, if the investigation demonstrates that the report was erroneous. The OIG further recommends future Geotechnical Baseline Reports should include interpretation of the borings to determine within a 95% confidence level the nature of the underlying soil and the location of the water table.</p>	<p>Project reviewed the GBR and actual field data and concludes this is a DSC. There is no error and omission on the part of the consultant.</p>	
<p>Oct. 2019 / #4 C1078 MOD-00085 Purple Line Sect. 1 - Geotechnical Instrumentation: Revise Geotechnical Contingency Plan and Reporting</p>	<p>The OIG recommends if Metro believes this change order is a betterment, then Metro should complete the new "Potential Notice of Betterment" form, submit a copy to LABOE and retain a copy for negotiations at the end of the contract if not sooner. This means Metro would move forward at LABOE expense. Going forward, this "Potential Notice of Betterment" form should be completed when applicable and submitted to the LABOE prior to agreeing to move forward, thus allowing the LABOE to make the decision if the betterment is truly necessary.</p>	<p>Project concurs and will develop a Potential Notice of Betterment for LABOE.</p>	

ATTACHMENT B (July 2019)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>July 2019 / #1 C0988-MOD-00426 Crenshaw/LAX - Irrigation Water Meters, Park Mesa Medians</p>	<p>The OIG recommends this disagreement between the City of Los Angeles Public Works and LA Metro about the responsibility for the changes should be discussed and resolved.</p>	<p>This item is tied to the tree permit that included adding pavement in areas beyond the project limits, increasing the number of replacement of trees for those cut down, adding landscaped medians (which require the subject irrigation). All of the items above were discussed with City and the two parties agreed to an MOU for which the City would be paid 3.5 million to pave the street (work valued at 7.0 million plus) and that this agreement resolved the other issues mentioned above with Metro installing at its cost (medians, trees...etc)</p>	
<p>July 2019 / #2 C0980 MOD-00141.2 Regional Connector - Impacts to Support of Excavation: Decking, Utilities and Temporary Drainage</p>	<p>The OIG recognizes the age of the buildings at the site and errors of definitive drawings. The OIG recommends to research on the front end, even drawings to confirm accuracy, to preclude issuing an expensive change order after construction has commenced.</p>	<p>There are definitely some lessons to be applied to future projects based on Regional Connector's experience with utilities. The most significant finding is the need to conduct utility condition assessments in areas where cut-and-cover construction is planned. This could be accomplished by a combination of potholing, inspection of maintenance holes/vaults and research with the utility owner. The documented age of the utility and the presence of large masonry vaults/maintenance holes, should serve as guides in the determination of whether facilities should be replaced.</p>	<p>No further action by Regional Connector</p>
<p>July 2019 / #3 C1078 MOD-00025 Purple Line Sect. 1 - Revised Low Impact Development (LID)</p>	<p>The OIG recommends that all upcoming sites where known industrial and railway activity occurred, that a full investigation of soils occurs and is stated in the Environmental Impact Statement. Performing such investigation early may result in additional early costs, but these circumstances will then become known costs of the project and may be prepared with less delay and less costs than waiting.</p>	<p>Site investigation and soil remediation was completed prior to the construction of the site. However, the original plan for the DTSC directed site cleanup was the previous owners responsibility. Due to the nature in how this property was eventually acquired in order to meet the construction schedule (imminent domain) there was no time to cleanup the groundwater issues prior to LID designs. and assess any data gaps that may have existed. Orders from the DTSC to continue remediation efforts of the groundwater, beyond Metro's planned clean up phase, pushed the environmental effort beyond a clear end date which in effect conflicted with the LID design since it would be predicted to pushing an identified contaminated groundwater plume during rain events once completed. In the future, if Metro can anticipate action to be required from outside entities (that can take significant time to develop and execute) beyond the initial environmental phase, it will request contractor to change the design prior to 60% completion to avoid major changes</p>	
<p>July 2019 / #4 MC1120 MOD-00037 Purple Line Sect. 2 - Revision to Avg Depth of Seismic Borings along Wilshire Blvd. on Tunnel Reach 5</p>	<p>The OIG commends the Engineering department for taking supplementary steps to determine additional the location of seismic fault line in relation to the track alignment for improved safety and long term structural integrity.</p>	<p>Noted</p>	<p>N/A</p>

ATTACHMENT B (April 2019)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>April 2019 / #1 C0988 MOD-00402 Crenshaw/LAX - Provisional Payments - Pending Dispute Resolution Fire Rated Cable (multiple) Change Orders</p>	<p>1. The OIG recommends that Metro expeditiously and fairly resolve the litigation with the Contractor. 2. The OIG further recommends that a review team monitor the billings of the Contractor to validate the efficacy of the incentive program as this may become a tool for improving future performance on other projects.</p>	<p>1. Agree, different mechanisms to achieve this being considered. 2. Agree, already being implemented.</p>	<p>1. December 2019 2. Closed</p>
<p>April 2019 / #3 C1045 MOD-00071 Purple Line Sect. 1 - Golder Gas Investigation and Report</p>	<p>The Independent Cost Estimate was not an accurate representation of work stated in the agreed upon scope of work. The OIG recommends that Metro continue to follow through on the plan for mitigation of gas migration utilizing the Contractor's new report of procedures where known high concentrations of hydrogen sulfide and methane gases exist.</p>	<p>Metro is following thru on the plan. Installation of wells for field testing began in 3/19. The mitigation options draft memo, based on the field testing observations, was received 6/25. Design of a selected gas migration mitigation option, i.e. increasing the number of soil vapor extraction wells, is ongoing.</p>	<p>Completion of mitigation recommendation and implementation, is tentatively scheduled for December 31, 2019.</p>
<p>April 2019 / #4 C1045 MOD-00072 Purple Line Sect. 1 - Reach 3 Additional Gas Testing and Assessment</p>	<p>The OIG recommends: 1. In following the new Contractor's report, Work Plan for Exploratory Program to Assess Mitigations for Potential Gas Migration, a. Record all steps that were successful and those that need modification. b. Have information formatted and add to Technical Specifications. c. Have steps and procedures added into Lessons Learned d. Incorporate these finding and procedures into any future bid process where potential gas migration and tunnel boring may occur. 2. Note under Lessons Learned where known high concentrations of hydrogen sulfide and methane gases exist, prior study and geotechnical investigation be completed and included in the bid documents.</p>	<p>1. Metro has the following comments: a. Plan to record this. Modifications to the testing program in field to be made as appropriate b. This is likely a unique area. A Full report on the program and recommendations is included in the work. Pending the outcome, Technical Specifications would be developed for the Project c. Agree, also see b above d. We note that investigation is in progress now to study gas migrations. Pending outcome, future bid process would include results, including incorporation in Geotechnical Investigation and Technical Requirements 2. Agree. In this instance the area was studied and fully identified/described in the bid documents. Also see 'b' above.</p>	<p>12/31/2019</p>

ATTACHMENT B (April 2019)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>April 2019 / #5 C1045 MOD-00074 Purple Line Sect. 1 - Additional Instrumentation (Project Wide) as requested by LABOE and STS EOR</p>	<p>The OIG recommends that instrumentation bought for this project become property of LA Metro, so that future projects (remainder of the Purple Line Extension 2 and 3) will have instrumentation on hand to immediately install when Support of Excavation for those projects begin.</p>	<p>Metro has made several attempts in the past for Purple Line and Regional to salvage and reuse geotechnical instrumentation. However, passing the instruments between projects offer a number of challenges. These include the following:</p> <ul style="list-style-type: none"> • The Design life of instrumentation equipment is limited given the temporary nature of the work. • Given the diminished value of the used instrumentation equipment it is often abandoned in place. An effort to salvage the equipment may result in increased costs. • The means, methods and performance of shoring, instrumentation and monitoring are left with the Design-builder. Dictating the used instruments would interfere with the selection of means and methods and make Metro responsible for warranting the equipment for the life of the project. • The technology associated with the equipment continues to evolve. Metro may then be obligating the contractor to use obsolete equipment. • Timing and turnover of instrumentation. The contract schedules for Regional, Crenshaw and Purple Line Sections 1, 2 and 3 all overlap. As such, the instrumentation for each project is needed at the same time. • Metro would need to inventory and temporary store the instrumentation equipment. There is a risk that Metro may be storing the equipment permanently or Metro may need to make efforts for their disposal. 	<p>Closed</p>

ATTACHMENT B (Jan. 2019)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>Jan 2019 / #1 C0988 MOD 00335.1 Crenshaw - Cable Transmission System Update - Construction</p>	<p>"The OIG recommends: The schedule negotiations with the contractor be expeditiously concluded so the schedule impacts are minimized."</p>	<p>Not sure what this means. CO's were issued prior to MOD that obligated the contract to commence work - this mitigated schedule impacts. Response could stay as-is I suppose (with edits) as it is relatively benign in nature</p>	<p>Closed</p>
<p>Jan 2019 / #3 C1120 MOD-00026 Purple Line Sect. 2 - Santa Monica Blvd. Bus Layover Design and Construction Changes</p>	<p>The OIG recommends: That Operations and LADOT be provided the scope of work after requests are submitted or "no comments" are received to confirm their requests have been added into the scope prior to the release of the RFP.</p>	<p>Because the OIG's recommendation is for actions to be taken prior to the release of RFPs, it has been passed on to Metro Engineering for consideration in revising Policy DSGN01 DB for future projects.</p>	<p>Metro Engineering (Androush Danielians/ Edwardo Cervantes) have been notified. They provided the below comment: A process will be set in place that will be included in future Specs and contract language for the PE Consultant. The process will require the consultant to submit plans to all applicable agencies (including Metro). Upon receiving comments, the Consultant shall address each comment as to the disposition in a matrix/spreadsheet. The spreadsheet / matrix will then be submitted to each of the commenting agencies. That agency will then be requested to accept the project disposition (via an initial). If the agency is not in acceptance of the disposition, the Consultant via the Project shall work with each agency until that comment disposition is accepted. The final signed off matrix shall then be included in the RFP for the DB (contractor) to complete the path forward based on the agreed upon disposition.</p>

ATTACHMENT B (Oct. 2018)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
Oct 2018 / #1 C0988-MOD-00347.2 Crenshaw - UG1 Center Walkway Lighted Handrail	The OIG recommends: Management should note the steps and procedures in Lessons Learned and follow up during management group discussions, on ways to expedite and coordinate future situations involving evaluation of numerous options to quickly reach a best alternative.	Agree noted - this was a unique and complex issue needing evaluation and testing of different option prior to selection and moving forward. Process used now accounts for this.	Closed - Will incorporate the suggested comment into lessons learned to be used in future projects.
Oct 2018 / #2 C1045 MOD-00060 Purple Line Sect. 1 - Accommodate COBH Memorandum of Agreement	The OIG recommends: To start future MOA processes with cities during the planning stages of the Environmental Assessment and identify the concerns/matters relating to the MOA in the Risk Registry.	Agree	Per the PM's comments Planning needs to close this item. Planning (Manjeet Ranu) was informed on 04/05/19 and is supposed to provide comments by the end of April 2019.
Oct 2018 / #3 C1045 MOD-00061 Purple Line Sect. 1 - Addl. SOE design work for LaBrea Station due to deviation request for bldg settlement	The OIG recommends: This matter concerning dewatering and SOE be added to the Lessons Learned files and the separation of dewatering and SOE be updated in the Metro Design Criteria as a special case.	Agree	Closed - Per the PM's comments Project responded to the concern, but Gateway Engineering needs to close this issue. Engineering (Androush Danielians) has been notified and responded that the related MRDC has been previously revised.
Oct 2018 / #4 C1045 MOD-00058 Purple Line Sect. 1 - LaBrea Additional Instrumentation	The Independent Cost Estimate was not an accurate representation of work stated in the agreed upon scope of work. The OIG recommends: The project manager or knowledgeable person from the project team, establishes a coordination meeting both in the field and office for the estimator to see and hear each detail of new scope of work. Hearing and visualization of the scope changes will assist the estimator in preparing a more accurate Independent Cost Estimate.	Agree, The Estimator will continue to be invited to the Fact Finding with the Contractor as identified in CF-14"	Closed - Staff is being invited as stated in the response.
Oct 2018 / #5 C1120-MOD-00015 Purple Line Sect. 2 - Century City Constellation Station Main Entrance Final Design	The OIG understands the real estate transaction between the developer and Metro is not a signed agreement as of the time of this report. The OIG recommends: Metro management and Metro real estate staff work expeditiously with the developer to finalize cost estimates and complete the real estate transaction to minimize the likelihood of additional costs associated with further modifications to the design of the station entrance.	Agree	Closed - Ongoing Process.

ATTACHMENT B (July 2018)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
July 2018 / #1 C0988-MOD-00173.4 Crenshaw - Fire rated conduit and cable for tunnel emergency lighting	The OIG recommendation is to: 1) update the Metro Specifications to list the change in the standards and to include the list of approved alternatives from Metro Fire Life and Safety group 2) continue to follow appropriate process to resolve the Change Order dispute.	1- Agree as appropriate 2- Agree	1- Closed - was updated in next project, Regional Connector. 2- Closed
July 2018 / #2 C0988-CO-00209.1 Crenshaw - Preliminary 45 day acceleration	The OIG recommends Metro continue to explore with the contractor opportunities to accomplish schedule recovery.	Agree	Closed
July 2018 / #3 C0988-MOD-00354 Crenshaw - COLA request to replace concrete street light & signal poles w/steel poles- MLK area	This modification might be considered a 'Betterment' and recommend that consideration of a similar value be negotiated with the City to offset this cost in connection with this project.	Agree - Under consideration	Closed
July 2018 / #5 C0980-MOD-00119 Regional Connector - Addl Special conditions CAL/OSHA Tunnel classification	OIG recommends that during coordination meetings, between project management of Regional Connector and of Westside Purple Line Extensions 1, 2 & 3, communicate Lessons Learned concerning gas emissions monitoring when tunneling in this region to ensure timely notification and coordination with Cal/OSHA once a notifiable event occurs.	Agree - Regional Connector will share lesson learned with respect to gas detection and OSHA notification protocol with Purple Line Projects 1,2 & 3.	Closed - Discussed with Project Managers in the meeting held on Nov 13, 2018.

ATTACHMENT B (July 2018)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>July 2018 / #6 C1120-MOD-00011 Purple Line sect. 2 - Temp K-rail Noise Barrier</p>	<p>1) The OIG recommends for work activities along an open city street (center of roadway) to add the option into future Scopes of Work to consider use of plywood barrier panels set into K-Rail when noise and working hours are extraordinary factors versus chain link fence with screens and sound blankets.</p> <p>2) Plywood panels set into K-Rail enable longer working hours as compared to the standard traffic cones. This form of traffic control can also be set up and left in place during long work periods. The OIG recommends writing into Metro's Standard Specifications, for long duration activities, the option of utilizing plywood barriers set into K-Rail for traffic control plans to maximize the work hours and assist in traffic control.</p> <p>3) The OIG further recommends that, this form of barrier be recorded in Lessons Learned and considered for the Westside Purple Line Extension Section 3. Program Management may consider it in meetings between Section 2 and Section 3 to share Lessons Learned.</p>	<p>(1) The use of traffic control measures is governed by the municipality in which work is occurring. Both K-rail with plywood and chain link fence with screening are already contractually allowed, and considered appropriate installations in the proper application. Future projects will consider the use of each barrier system on a case by case basis, considering actual traffic impacts and the proximity to commercial and residential properties.</p> <p>(2) Work hours in streets are governed by the municipality in which the work is occurring (and often time by the City Councilmember representing the district where the work is being performed). For future applications with long duration activities, and when approved by the municipality having jurisdiction, K-rail with plywood will be considered to maximize work hours.</p> <p>(3) Lessons learned from AUR work on the WPLE2 project will be documented for consideration by future projects. The WPLE3 project considered the use of k-rail barriers for AUR work, but because of the significant traffic during daytime hours, AUR work has been limited to nighttime hours by LADOT (municipal agency having jurisdiction), with a requirement to fully restore travel lanes during daytime hours. A k-rail barrier system cannot be feasibly moved on the street at the start of a shift and removed at the end. Therefore, it was not practical to utilize k-rail barriers.</p>	<p>Lessons learned from AUR work on the WPLE2 project will be documented for consideration by future projects by the end of FY19 .</p>

ATTACHMENT B (July 2018)

OIG REPORT/ SPOT CHECK # MOD #	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>July 2018 / #7 C1120-MOD-00012 Purple Line Sect. 2 - Oil Abatement at launch box CCC Station</p>	<p>This is a potential CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act, also known as Superfund. Passed in 1980) remediation that Metro should evaluate and pursue if appropriate to recover funds from the previous property owners. Metro may be entitled to proceed against the previous line of owners and recover damages for the clean-up of the abandoned oil pipelines that are asbestos lined causing the pollution. The OIG recommends that Metro's Engineering Program Management provide information on this matter to allow Metro's Legal department to assist in making this determination.</p>	<p>The Project is actively coordinating with Kathleen Dougherty from County counsel to determine if Superfund legislation provisions can be used to pursue cost reimbursement for the extra work.</p>	<p>The Project is actively coordinating with Kathleen Dougherty from County counsel to determine if Superfund legislation provisions can be used to pursue cost reimbursement for the extra work.</p>

ATTACHMENT B (May 2018)

OIG REPORT/ SPOT CHECK # MOD # Description	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>May 2018 / #1 C0988-MOD-00345 Crenshaw - Oil Water Separator at UG Stations</p>	<p>The Metro rail design criteria (MRDC) was updated on October 31, 2017, to reflect the addition of the elevator, escalator pit drain and underground station track drains to be processed through a clarifier to remove oil, grease, and sand. Metro management should:</p> <ol style="list-style-type: none"> 1. Update the "Lessons Learned" files regarding the OWS change to the MRDC and communicate the lesson to other Project Managers working major transit construction projects (This is consistent with recommendation 51 and 89p in the OIG's Construction Management Best Practices Study.). 2. Investigate this change to determine: <ol style="list-style-type: none"> a) If the scope of work of other major transit construction projects require this design update for the OWS. b) If the Regional Connector and the Westside Purple Line Extension sections 1, 2, and 3 should be amended for the same OWS omission to reduce additional change orders and costs. c) When should have the City been provided this information and reviewed construction plans prior to the cement being poured to avoid redesign costs? 	<p>the primary driver to the change is that the Metro criteria does not stipulate the percentage level of contaminants that should be expected to design the OWS system. Since none was provided then the contractor assumed the minimum and therefore designed a system that did not require OWS. since the percentage of contaminants were of the level to need and OWS then this triggered there was a need for a redesign...etc.</p>	<p>Closed - Will incorporate the suggested comments into lessons learned to be used in future projects.</p>
<p>May 2018 / #3 C1078-MOD-00011 Purple Sect 1 - Schdl Impacts from Arcadis Work/change to accommodate const schdl extension from site impacts</p>	<p>All Environmental Site Assessments were performed prior to excavation. No record of underground tanks or buried reinforced concrete slabs were found by the Department of Conservation and Division of Oil, Gas, and Geothermal Resources (DOGGR). However, based on lessons learned from this site, Metro management should:</p> <ol style="list-style-type: none"> 1. Conduct Ultrasonic Soil Examinations at future questionable sites to attempt to avoid unidentified hazards. This is consistent with recommendations (88b, 88c, and 88d) in the OIG's report on Capital Project Construction Management Best Practices Study (February 29, 2016). 2. Perform research to determine who could have installed the tanks and buried reinforced concrete slabs, and provide this information to the LA Metro Legal department for consideration of possible legal action to recover the cost of remediation under the Comprehensive Environmental Response, Compensations and Liability Act of 1980 (CERCLA). 3. Perform an assessment of the schedule to determine if any recovery of time is possible. 	<p>Agree, but please note that as with all major capital construction projects, every effort is made to exercise due diligence and to ensure consistent and comprehensive investigations in identifying underground issues by use of Phase I ESAs, Phase II ESA (if recommended) under the guidance and direction of Metro's Environmental Staff and the use of Ground Penetrating Radar (GPR) in order to attempt to identify these conditions prior to bid. An exhaustive investigation is not cost or schedule prohibitive, however further effort on identifying the existing Oil and Gas Wells through DOGGR may be warranted. Also, to note: COLA does not have design drawings of all underground tanks. There are no as built drawings for the various Tar Collection Sumps located on the Westside of LA.</p>	<p>Closed - Lessons learned are to apply more resources to upfront identification of potential unforeseen underground issues such as DOGGR wells, USTS identified in the initial Phase I ad II, GBR and EDR Reports.</p>

ATTACHMENT B (May 2018)

OIG REPORT/ SPOT CHECK # MOD # Description	RECOMMENDATIONS	MANAGEMENT'S RESPONSES	COMPLETION DATE
<p>May 2018 / #4 C1120-MOD-00002 Purple Sect 2 - Worksite Traffic Control for AUR</p>	<p>Metro management should:</p> <ol style="list-style-type: none"> 1. Establish a single party to serve as a “clearinghouse” for all utilities relocations during construction. The “clearinghouse” could be assumed by the Metro group, Third Party Administration. (This is consistent with recommendations 80, 88, 89, 89j, 89n, and 89v in the OIG’s report on Capital Project Construction Management Best Practices Study.) 2. Utilize the “clearinghouse” process to improve the Advance Utility Relocations. (Consistent with recommendations 79, 83, 87, 89b, 89c, 89d, 89g, 89h, 89s, and 89t in the Best Practices Study.) 3. Create “Lessons Learned” for the establishment of a single clearinghouse in the initial scope of work for the Design Build Contractor to avoid future costly change orders. (This is consistent with recommendation 89p in the Best Practices Study.) 	<p>Point of clarification: 'Worksite Traffic Control for AUR' was CO No. 2, not MOD-002. The unilateral change order was later negotiated and issued as MOD 10 .</p> <p>Response: consistent with OIG's " Capital Project Construction Management Best Practices Study", the WPLE Project established and utilized a single point of contact for advanced utility relocations outside of the scope of the DB contracts. This group is lead by Metro Third Party coordinators, engineering resources, and construction management consultants.</p> <p>Program Management agrees with the recommendations in the Best Practices Study, however this MOD was specific to a project decision on how to handle the implementation of traffic control for two third party utilities that the Project needed to work simultaneously to mitigate a delay caused by the Beverly Hills City Council delaying the start of construction.</p> <p>This Modification to the C-1120 contract is not extra work to the Project. This work was budgeted and originally expected to be performed by the individual AUR companies and reimbursed by the Project. The Project moved this work into the C1120 contract, by Modification, in order to expedite the AUR construction work which was successful. This work was necessary regardless of which entity performed it. Compensating the DB for this work eliminated compensation to the AUR companies for this work, and allowed SCE and the Gas Company to work simultaneously.</p>	<p>Closed</p> <p>Creation of Clearinghouse was already completed for WPLE2. Future projects will address this matter during Preliminary Engineering.</p> <p>Lessons learned from AUR work on the WPLE2 project will be documented for consideration by future projects by the end of FY19 .</p>

Office Of Inspector General Construction Change Order Spot Check Report

Presented By

Karen Gorman

Inspector General

April 2024

Construction Committee

Los Angeles County Metropolitan Transportation Authority



Spot Checks 1 & 2

File #
2024-0204

1 – Division 20 Portal Widening Turnback Project :

North Ladder Track Subgrade, and Ballast

Recommendation:

Award: **\$898,036**

None.

2 - Purple Line Extension Section 1:

Sound Wall Pile Removal at Station Yards

Recommendation:

Award: **\$898,824 Unilateral**

None.

April 2024

Construction Committee

Los Angeles County Metropolitan Transportation Authority



Spot Check 3 & 4

3 - Purple Line Extension Section 2:

Additional Project Management, Administration, and Contract Compliance for Extended Design Services

Lessons Learned:

Award: \$706,933 Unilateral

Lessons learned are that future contracts could provide better language when substantial completion is achieved so that there would be no question about the amounts that are allowed for this type of work.

4 - Purple Line Extension Section 2:

MOA Impacts to WRS Work Activities within City of Beverly Hills, January 2, 2022 to November 23, 2022.

Recommendation:

Award: \$1,132,941

The OIG recommends that Metro encourage the Contractor to submit their cost proposals promptly, so Metro can negotiate and promptly award money that is due. This will assist Metro in better tracking the Life of Project budget expenditures and knowing available resources.

Spot Check Schedule Comparison

Schedule Comparison: New Delegated Authority process vs. former Board Approval

PROECT	Title of Change Order	Time Saved Executed date to Board Mtg.	NEW Delegated Process final SOW to Executed date	Former Board Approval Process
Division 20 Portal Widening Turnback Project	North Ladder Track Subgrade, and Ballast	30	23	53
Purple Line Extension Sect 1	Sound Wall Pile Removal at Station Yards	24	33	57
Purple Line Extension Sect 2	Additional Project Management, Administration, and Contract Compliance for Extended Design Services	n/a	n/a	n/a
Purple Line Extension Sect 2	MOA Impacts to WRS Work Activities within City of Beverly Hills January 2, 2022 to November 23, 2022.	18	37	55

April 2024

Construction Committee

Los Angeles County Metropolitan Transportation Authority





Board Report

File #: 2024-0194, File Type: Oral Report / Presentation

Agenda Number: 19.

**CONSTRUCTION COMMITTEE
APRIL 18, 2024**

SUBJECT: CALTRANS QUARTERLY UPDATE

ACTION: RECEIVE ORAL REPORT

RECOMMENDATION

RECEIVE the quarterly oral report on the status of the Caltrans construction projects.

EQUITY PLATFORM

Projects administered by Caltrans have federal aid and Disadvantaged Business Enterprise (DBE) commitment goals based on the contract bid amount for federal aid projects.

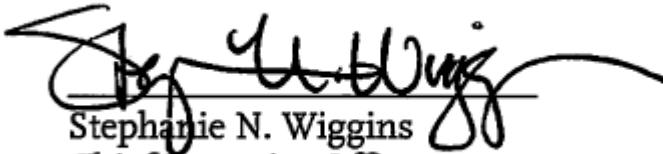
- I-405 Crenshaw Auxiliary Lane DBE goal is 14%. To date, 10% of the DBE goal for the Project has been achieved.
- SR-71 South Segment did not have federal participation and therefore was not required to establish a DBE goal. The contractor claimed and achieved 0.45% in DBE participation.

At the request of Director Horvath, this report includes an update on the status of the Pacific Coast Highway Safety Enhancement Project.

Caltrans is leading all elements of the proposed transportation improvements including procurement, environmental process, outreach, final design, and construction. Caltrans, in coordination with the local jurisdictions, determined community engagement processes specific to the type of transportation improvement. This coordination is aligned with the Caltrans Race & Equity Action Plan to address systemic racial inequities that exist within the transportation sector. Throughout the construction phase, outreach efforts have consisted of sending press releases to cities, communities, media outlets, and elected officials regarding construction work. Caltrans also provided updates that were posted on the Caltrans and Metro websites. Every effort is made to avoid, minimize, and/or mitigate construction impacts to communities along these corridors. Any unintended equity impacts that may arise will be responded to on a case-by-case basis by the appropriate project partners.

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Stephanie N. Wiggins
Chief Executive Officer









Caltrans Projects Status Report

April 2024

Construction Committee
Los Angeles County Metropolitan Transportation Authority



Project Budget & Schedule Status Summary Chart

		Cost Performance		Schedule Performance		
Project	DBE Goal	Variance Approved LOP	Variance Revised Budget	Variance Original	Variance Revised Schedule	Comments
1. SR-71 South Segment	N/A					Contract progress: 51% complete. Requested acceleration schedule from contractor, will review once received. Currently constructing RW 131 (soil nail), SW 138, SW 158, DS 16-1, prep for barrier construction in median behind k-rails, lateral drainage systems on NB-71, and scheduling foundation construction for overhead signs.
2. I-405 Crenshaw Aux Lane	14%					Contract progress: 86% complete. Contractor is currently working on retaining walls #803, #808 and #815, concrete barrier for RW 799 and 770. There are no major issues.



Metro

April 2024 Construction Committee

Los Angeles County Metropolitan Transportation Authority



On target





Possible problem
(5-10% variance)





Significant Impact
(over 10% variance)



SR-71 South Segment

BUDGET	FA	Approved LOP*	Previous Period	Current Forecast
	\$124.1M	\$124.1M	\$124.1M	\$124.1M
Variance from Approved LOP:			\$0 (0%)	\$0 (0%) 
Variance from Revised Budget:				\$0 

SCHEDULE	Original	Approved Rebaseline	Previous Period	Current Forecast
	Spring 2024	N/A	Spring 2024	Spring 2025*
Variance from Original:			0 WD (0%)	248 WD (26%)* 
Variance from Revised Schedule:				N/A 

*Pending from time extension approval based on claim resolution

SR-71 South Segment

- Contract progress: 51% complete.
- Drainage System 11-7 (RCB) is complete, only cleaning and minor punch-list items remaining.
- RW 131, soil nail, is currently being constructed. Top 2 rows of soil nails out of 6 rows completed. The wall is being constructed according to the original design.
- SCE transmission and distribution line realignment was completed on September 1, 2023.
- Contractor currently constructing SW 138/158 on SB-71, installing shoring at DS 16-1 (Rio Rancho on-ramp, SB), clearing for CIDH/footing for SW 221A, and prepping for median barrier construction behind k-rail.
- Due to hard drilling conditions and buried man-made objects, shoring pile installation for DS 16-1 is slow. However, this activity is not on the critical path of project.







Retaining wall 131, top 2 rows of soil nail installed.



SR-71 SB, SW158 CIDH pile construction.

I-405 Crenshaw Aux Lane

BUDGET	FA	Approved LOP	Previous Period	Current Forecast
	\$62.0M	\$62.0M	\$62.0M	\$62.0M
Variance from Approved LOP:			\$0 (0%)	\$0 (0%) 
Variance from Revised Budget:				\$0 

SCHEDULE	Original	Approved Rebaseline	Previous Period	Current Forecast
	Spring 2024	N/A	Spring 2024	Spring 2024
Variance from Original:			0 WD (0%)	0 WD (0%) 
Variance from Revised Schedule:				0 WD 

I-405 Crenshaw Aux Lane

- Contract progress: 86% complete.
- Contractor is currently working on SW #808, curtain wall, and bridge deck between SW#808 and SW#815. The SB 405 Crenshaw Blvd off ramp re-alignment will be completed afterwards.
- Rain is pushing the construction end date from end of March 2024 to end of June 2024.
- There are no major issues.



NB Crenshaw Blvd to SB 405 on ramp (RW#803) completed concrete barrier slab (Looking North)



NB 405 South of Van Ness Blvd (SW #760) with completed retaining concrete barrier at 186th Street

Pacific Coast Highway (PCH) Safety Enhancement Project*

Project Limit

- State Route 1 from McClure tunnel to LA/Ventura County line

Schedule

- December, 2023 to August, 2024

Cost

- \$4,255,000

Scope

- Striping improvement
- QWICK KURB for better visibility
- Radar feedback signs
- Pedestrian countdown signals
- Sign Installations

*Caltrans Emergency Contract



Metro

Los Angeles County Metropolitan Transportation Authority

April 2024 Construction Committee



PCH Safety Enhancement Project

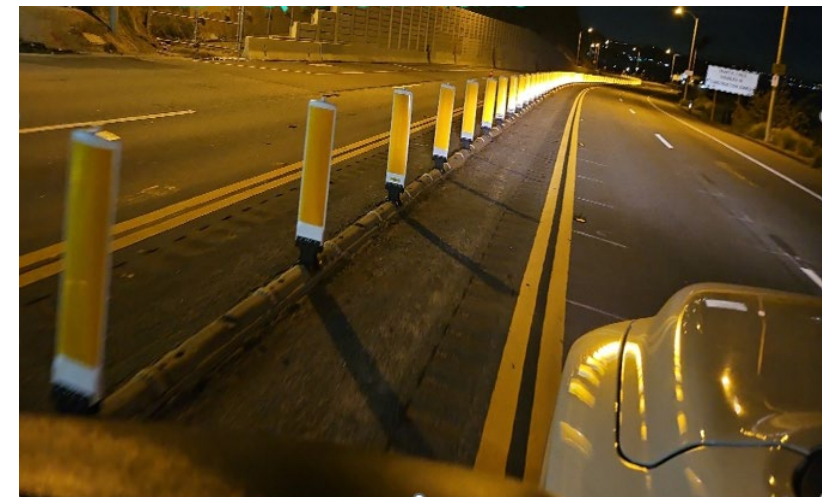
STRIPING:

- Completed the removal of existing faded striping and installation of temporary striping. Permanent thermoplastic striping for lane delineation will start when temperature permits.
- Preformed thermoplastic pavement marking installation started on March 11, 2024. This task involves installing crosswalks and speed limit on the pavement. 43 Crosswalk Improvements are planned; 23 completed.



QWICK KURB:

- Completed 8100 linear feet, with approximately 5900 linear feet left to install. Target Completion Date: April 30, 2024, weather permitting.



PCH Safety Enhancement Project

RADAR SPEED FEEDBACK SIGNS:

- Temporary radar speed feedback signs installed at 10 locations as of December 20. The permanent Radar Speed Feedback signs will be installed once fabrication of the poles is completed.

PEDESTRIAN COUNTDOWN SIGNALS:

- The material is set to be delivered during the week starting April 8th, 2024. Installation will start upon delivery.

SIGNS:

- Caltrans team is continuously taking inventory of all signs that need to be removed or replaced to improve visibility. The removal and replacement are ongoing.

