



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

Agenda - Final

Wednesday, June 18, 2025

1:00 PM

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METROPOLITAN TRANSPORTATION AUTHORITY BOARD AGENDA RULES

(ALSO APPLIES TO BOARD COMMITTEES)

PUBLIC INPUT

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

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

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

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

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

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The Meeting begins at 1:00 PM Pacific Time on June 18, 2025; you may join the call 5 minutes prior to the start of the meeting.

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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 1:00 PM, hora del Pacifico, el 18 de Junio de 2025. Puedes unirte a la llamada 5 minutos antes del comienso de la junta.

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Written Public Comment Instruction:

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Please include the Item # in your comment and your position of "FOR," "AGAINST," "GENERAL COMMENT," or "ITEM NEEDS MORE CONSIDERATION."
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CALL TO ORDER**ROLL CALL**

APPROVE Consent Calendar Items: 22, 23, 24, and 25.

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

CONSENT CALENDAR**22. SUBJECT: SUPPLEMENTAL ENGINEERING SERVICES - CAPITAL
IMPROVEMENT PROJECTS**[2025-0239](#)**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. AWARD a cost plus fixed fee Indefinite Delivery/Indefinite Quantity Contract No. AE128314E0132 to HNTB Corporation for Supplemental Engineering Services (SES) for Capital Improvement Projects for a term of five years for a Not To Exceed (NTE) amount of \$70,000,000, subject to the resolution of any properly submitted protest(s), if any; and
- B. EXECUTE Task Orders and modifications within the Board approved contract amount.

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

**23. SUBJECT: CEQA/NEPA & ENVIRONMENTAL COMPLIANCE
SERVICES**[2025-0245](#)**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO) to:

- A. EXECUTE Modification No. 00003 to Contract No. PS77530000 with ICF Jones & Stokes Inc. to exercise the two, one-year options, for a Not-To-Exceed (NTE) amount of \$1,924,174.53 and \$1,760,892.27 respectively, for a total NTE amount for the options of \$3,685,066.80, increasing the total contract value from the initial NTE amount of \$14,166,384.73 to a total NTE amount of \$17,851,451.53, and extend the term of the contract from December 1, 2025 to December 1, 2027;
- B. INCREASE Contract Modification Authority (CMA) in the amount of

\$368,506.68, increasing the total CMA from \$1,416,638.47 to a total of \$1,785,145.15 (10% of the not-to-exceed contract amount); and

- C. EXECUTE all individual Task Orders and Contract Modifications within the recommended contract funding amount and recommended CMA.

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

24. SUBJECT: UTILITY REIMBURSEMENT AGREEMENTS

[2025-0407](#)

RECOMMENDATION

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

- A. EXECUTE Utility Reimbursement Agreements with Level 3 Communications and Centurylink Communications to accommodate Metro's ongoing Projects; and
- B. NEGOTIATE and execute similar as-needed Utility Agreements with other communication company owners to accommodate Metro's ongoing Projects.

Attachments: [Attachment A - Utility Reimburse. Agreement - Level 3 Comm, LLC & Metro](#)
[Attachment B - Utility Reimburse. Agreement - Centurylink Comm, LLC & Metro](#)
[Presentation](#)

25. SUBJECT: PROGRAM CONTROL SUPPORT SERVICES

[2025-0374](#)

RECOMMENDATION

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to increase authorized funding for Contract No. PS89856000 with Kal Krishnan Consulting Services/Triunity Engineering and Management Joint Venture (KTJV), for pending and future Contract Work Orders to continue to provide Program Control Support Services (PCSS) in an amount Not-To-Exceed (NTE) \$35,000,000, increasing the current authorized funding limit for the base contract from \$50,000,000 to \$85,000,000 through FY28; and
- B. EXECUTING individual Contract Work Orders and Contract Modifications within the Board approved contract funding amount.

Attachments:

Attachment A - Procurement Summary

Attachment B - Contract Work Order/Modification Log

Attachment C - Current and Anticipated Projects

Attachment D - DEOD Summary

NON-CONSENT

- 16. SUBJECT: METRO COST BENEFIT ANALYSIS AND METHODOLOGY**

2025-0479

RECOMMENDATION

RECEIVE AND FILE the status report on Metro's Draft Cost Benefit Analysis and Methodology.

Attachments:

Attachment A - Board Motion 14: Cost-Benefit Analysis for Capital Projects

Attachment B - Existing Plans and Policies

Attachment B-1 - LRTP – Poten. Ballot Measure Frmwrk, Assump. & Input

[Attachment B-2 - Board Motion 17.1](#)

(ALSO ON PLANNING AND PROGRAMMING COMMITTEE)

- SUBJECT: GENERAL PUBLIC COMMENT**

2025-0504

RECEIVE General Public Comment

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

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

Adjournment



Board Report

File #: 2025-0239, **File Type:** Contract

Agenda Number: 22.

CONSTRUCTION COMMITTEE JUNE 18, 2025

SUBJECT: SUPPLEMENTAL ENGINEERING SERVICES - CAPITAL IMPROVEMENT PROJECTS

ACTION: AWARD CONTRACT

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to:

- A. AWARD a cost plus fixed fee Indefinite Delivery/Indefinite Quantity Contract No. AE128314E0132 to HNTB Corporation for Supplemental Engineering Services (SES) for Capital Improvement Projects for a term of five years for a Not To Exceed (NTE) amount of \$70,000,000, subject to the resolution of any properly submitted protest(s), if any; and
- B. EXECUTE Task Orders and modifications within the Board approved contract amount.

ISSUE

Supplemental Engineering Services (SES) are essential to support Metro's Program Management Department in effectively managing the additional workload, particularly for critical infrastructure improvements scheduled to be completed prior to the 2028 Olympic and Paralympic Games. These services provide Metro the flexibility and technical expertise needed to deliver projects safely, on time, and within budget.

BACKGROUND

The previous Bus and Rail SES Contract, which provided specialized engineering services specifically targeted to bus and rail facility projects, expired on June 27, 2023, though certain task orders remain active. The prior contract demonstrated the importance and effectiveness of supplementing internal resources through external expertise for discrete engineering tasks.

Given Metro's expanded project portfolio, driven by major Measure M transit initiatives and critical infrastructure preparations for the 2028 Olympic and Paralympic Games, there is a clear need for a more comprehensive SES contract. This proposed new SES contract, valued at \$70 million over five years, significantly expands the scope to address a broader array of Metro's specialized and technical engineering needs.

While Metro's Program Management Office (PMO) continuously aims to achieve a balanced 50/50 internal-to-consultant staffing ratio, this initiative primarily applies to administrative and construction management functions. The engineering and design disciplines have historically depended more on external consultants due to the highly specialized technical nature of these services, such as structural engineering for complex rail and highway projects, advanced communication systems integration, and comprehensive environmental compliance documentation. The support needed from this contract will be project dependent as needs arise to support near-term project delivery schedules that Metro in-house engineering staff are not able to accommodate with their current project commitments.

DISCUSSION

The proposed SES contract replaces and significantly expands upon the previous Bus and Rail SES Contract. The increase in scope and financial commitment directly aligns with Metro's strategic initiatives, particularly the preparations required for the 2028 Olympic and Paralympic Games and the ambitious Measure M transit expansion projects.

Detailed services covered under this SES contract include:

- Engineering and design support for bus and rail infrastructure, maintenance facilities, highway improvements, active transportation projects, communications and operations systems, joint development, and 2028 Games-specific infrastructure improvements
- Comprehensive project management and administration, feasibility studies, preliminary engineering, and detailed design and construction documentation from early conceptual stages (15%) through final deliverable stages (100%)
- Environmental documentation and permitting support (NEPA/CEQA compliance), hazardous material assessments, and remediation planning
- Right-of-way acquisition support, utility relocation, and coordination with third-party entities and jurisdictional authorities
- Bid phase support, engineering oversight during construction phases, and post-construction documentation management

This SES contract addresses Metro's critical need for flexible, timely, and highly specialized engineering resources, ensuring that Metro is well-positioned to deliver its large-scale projects safely, cost-effectively, and within the necessary timeframes. The technical proficiencies required for this SES contract are comprehensive and include all engineering and specialties disciplines that Metro may require in support of its projects. Projects that are contemplated to use this contract are:

1. Vermont Transit Corridor;
2. Projects to support Station Experience;
3. Reconnecting Communities and Neighborhoods Grant;

- a. Imperial Highway Bus Corridor Enhancements;
 - b. Studebaker Bus Corridor Enhancements;
 - c. Valley Blvd Bus Priority Lanes;
 - d. E Florence Ave Bus Corridor Enhancements;
 - e. Broadway Bus Corridor Enhancements;
 - f. Olympic Bus Corridor Enhancements;
 - g. Hoxie First Last Mile Project;
 - h. Del Amo First Last Mile Project;
 - i. Avalon First Last Mile Project;
 - j. Pico/Flower First Last Mile Project;
 - k. El Monte Mobility Hub;
 - l. Chatsworth Mobility Hub;
 - m. Willow Mobility Hub;
 - n. North Hollywood Mobility Hub;
 - o. Expo/Crenshaw Mobility Hub; and
4. Zero Emission Bus Charging Infrastructure.

This is a preliminary list and projects will be added based on actual needs and available funding.

DETERMINATION OF SAFETY IMPACT

Although this SES contract is not directly related to a specific safety issue, this Board action should have a positive impact on the safety of Metro's patrons and employees

FINANCIAL IMPACT

Approval of the recommendations will have no financial impact to the FY25 budget. Since this is a multi-year contract Project Managers, Cost Center Managers, and the Chief Program Management Officer will be responsible for budgeting costs of task orders related to this contract

Impact to Budget

As specific engineering design support needs arise, task orders will be issued and funded from the associated project budget, upon approval by the responsible Project Manager. The sources of funds will be reflective of the respective projects' budget which includes federal and/or state grants as well as local funds. Where appropriate, local funds will comprise of operating eligible funds.

EQUITY PLATFORM

The Contract provides Engineering, Design and Specifications for various Metro projects throughout the County of Los Angeles, including in many Equity Focus Communities (EFC). These services are

essential for the support and on-time delivery of Metro projects that serve Metro customers. All services supported by this contract help avoid project delays and promote cost saving measures to effectively deliver the projects and provide greater access and mobility for those who rely on transit to meet their daily needs.

Program Management presented at the Transportation Business Advisory Council and attended meetings with the Small Business Community to further define the experience and background for this solicitation and held one on ones for firms interested in learning more about the scope.

The Diversity and Economic Opportunity Department (DEOD) established an overall 33% Disadvantaged Business Enterprise (DBE) goal for federally funded projects, and 30% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) goals for non-federally funded projects in the solicitation. The successful firm met the goals by making a 33% DBE commitment, a 30% SBE commitment, and a 3% DVBE commitment. A summary of the DBE, SBE and DVBE subconsultants is provided in Attachment B. There are twenty-six DBE, twenty-five SBE, and three DVBE firms on the team. Further, the firm is participating in Metro's Mentor-Protégé Program (MPP) as part of the Contracting Outreach and Mentoring Plan (COMP) and has committed to mentoring at least four firms (two DBE firms, one SBE firm, and one DVBE firm) on this contract.

VEHICLE MILES TRAVELED OUTCOME

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

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. This item supports Metro's systemwide strategy to reduce VMT through design and engineering activities that will improve and further encourage transit ridership, ridesharing, and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

These recommendations support Goal #3, Enhance communities and lives through mobility and access to opportunity and Goal #4 Transform LA County through regional collaboration and national leadership.

ALTERNATIVES CONSIDERED

Staff considered two alternatives:

- 1) Solicit qualifications proposals for each individual task whenever the need or request arises. This alternative is not recommended because it would require extensive additional staff time to

process each individual task. Each task order would essentially be a separate procurement. This could result in project delays due to the lead time required to complete each procurement cycle if the needed services are not determined early enough. Additionally, procuring services on a per-assignment basis would impose a significant additional burden on the Engineering, Capital Projects, and Vendor/Contract Management departments.

- 2) Utilize existing engineering staff to provide the required technical support. This alternative is also not feasible as Metro's current engineering capacity is fully utilized to support the existing major projects, capital improvement projects, and State of Good Repair projects. Due to these commitments, it is anticipated that the current staff would be challenged to provide the technical support necessary for upcoming capital projects which will be under concurrent development with already existing projects. If this second alternative is exercised, Metro would need to hire additional staff with expertise in several currently underrepresented disciplines to perform this work.

Both courses of action are not deemed to be practical or cost effective.

NEXT STEPS

Upon Board approval, staff will execute the SES contract in accordance with Metro Acquisition Policies and Procedures, providing there is no timely protest to be resolved. Specific Task Orders will then be issued on an as-needed basis.

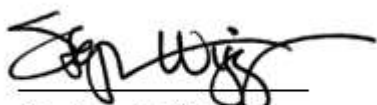
ATTACHMENTS

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by: Michelle Quinn, Executive Officer, Program Management (213) 922-3026
Carolina Coppolo, Deputy Chief Vendor Contract Management Officer (213) 922-4471

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



Stephanie Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

**SUPPLEMENTAL ENGINEERING SERVICES (SES)
CAPITAL IMPROVEMENT PROJECTS
CONTRACT NO. AE128314E0132**

1.	Contract Number: AE128314E0132		
2.	Recommended Vendor: HNTB Corporation		
3.	Type of Procurement (check one): IFB RFP RFP-A&E Non-Competitive Modification Task Order		
4.	Procurement Dates:		
	A. Issued: December 5, 2024		
	B. Advertised/Publicized: November 23, 2024		
	C. Pre-Proposal Conference: December 13, 2024		
	D. Proposals Due: February 18, 2025		
	E. Pre-Qualification Completed: April 1, 2025		
	F. Organizational Conflict of Interest Review Completed by Ethics: March 10, 2025		
	G. Protest Period End Date: May 23, 2025		
5.	Solicitations Picked up/Downloaded: 227	Proposals Received: 6	
6.	Contract Administrator: Diana Dai-Tsang	Telephone Number: (213) 418-3310	
7.	Project Manager: Michelle Quinn	Telephone Number: (213) 922-3026	

A. Procurement Background

This Board Action is to approve Contract No. AE128314E0132 to HNTB Corporation, to provide Supplemental Engineering Services (SES) to perform on-call engineering and design services on a Task Order basis to support various capital improvement projects, and authorize funding for the contract, for the not to exceed amount of \$70,000,000.00. Board approval of contract awards are subject to resolution of any properly submitted protest.

The SES Consultant will assist Metro with the delivery of Capital Improvement Projects by providing supplemental engineering support for projects related to bus and rail facilities, maintenance facilities, highway improvements, active transportation projects, communication and operations systems, joint development and adjacent projects, and in addition, the 2028 Olympic and Paralympic Games related improvements and legacy projects. These services will supplement Metro engineering staff and provide technical resources and expertise to support the delivery of capital projects.

This was a qualification-based procurement performed in accordance with Metro's Acquisition Policy, and California Government Code §4525-4529.5 for Architectural and Engineering (A&E) services. Cost was not an evaluation factor. Metro will award

a Cost Reimbursable-Plus Fixed Fee (CPFF) Indefinite Delivery / Indefinite Quantity type contract. The contract is subject to available funds for specific engineering design support needs that arise for each individual project. Task Orders will be issued and funded from the associated project budget.

Metro issued Request for Proposals (RFP) No. AE128314E0132, SES For Capital Improvement Projects, on December 5, 2024. The Diversity & Economic Opportunity Department recommended a Small Business Enterprise goal of 30% and a Disabled Veteran Business Enterprise goal of 3% for non-federally funded task orders, and a Disadvantaged Business Enterprise goal of 33% for federally funded task orders.

Six (6) Amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on December 17, 2024, to add SBE/DVBE Forms 1-5 to Exhibit 1: DBE Good Faith Efforts and Commitment Forms; to add DEOD Contract Compliance Manual (Non-Federal to Exhibit D: Diversity & Economic Opportunity Department Contract Compliance Manual (RC-FTA)).
- Amendment No. 2, issued on January 6, 2025, to add language to COMP Program to indicate the submittal of COMP forty-five (45) days after award; to revise language (construction to design) on page 45 of 127 Section C3; Revise Exhibit A – Scope of Services to indicate changes in requirements and format.
- Amendment No. 3, issued on January 8, 2025, to add Exhibit 15: Experience/Performance Questionnaire to Exhibit (Solicitation); to add Cost and Fee Proposal submittal date clarification; to add Administrative Factors in 1.2 Proposal Content.
- Amendment No. 4, issued on January 16, 2025, to add DBE & SBE/DVBE Commitment language; to extend Proposal Due Date; Revise Submittal Requirements.
- Amendment No. 5, issued January 28, 2025, to extend Proposal Due Date.
- Amendment No. 6, issued February 14, 2025, to revise language for LOI-01 Notice and Invitation and Submittal Requirements.

A total of 227 individuals from various firms were included in the planholder's list. A virtual pre-proposal conference was held on December 13, 2024 and was attended by 100 individuals representing 44 different firms.

A total of six (6) proposals were received on February 18, 2025, from the following firms, listed below in alphabetical order:

1. AECOM Technical Services, Inc.

2. Bureau Veritas
3. Gannett Fleming
4. HNTB Consulting, LLC dba HNTB
5. Michael Baker International
6. Parsons Transportation Group

B. Evaluation of Proposals

A Proposal Evaluation Team (PET) consisting of Metro staff from Project Engineering, Alternative Delivery/Construction Management, and Office of Strategic Innovation Departments was convened to conduct a comprehensive evaluation of the proposals received.

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

- | | |
|--------------------------------------------------------|-----|
| • Experience and Capabilities of the Firms on the Team | 35% |
| • Experience and Capabilities of Key Personnel | 25% |
| • Understanding and Approach to Service Delivery | 35% |
| • Approach To Cultural Competency | 5% |

The evaluation criteria are appropriate and consistent with criteria developed for other similar A&E procurements. Several factors were considered when developing the weightings, giving the greatest importance to the Experience and Capabilities of the Firms on the team and Understanding and Approach to Service Delivery.

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

Five proposers were determined to be in the competitive range and participated in Oral Presentations with the PET on March 24, 2025. One proposer was not determined to be in the competitive range and was excluded from further consideration.

Qualifications Summary of Recommended Consultant:

The proposal from HNTB Corporation demonstrated outstanding competence and professional qualifications for the performance of the services required and is determined to be the most qualified proposer. HNTB Corporation's written proposal demonstrated extensive technical experience performing supplemental engineering services involving capital improvement projects and providing a significant pool of personnel with expertise in meeting the requirements identified in the Scope of Services. HNTB Corporation also demonstrated a thorough understanding of managing multiple deliverables with an excellent record in client satisfaction on Metro projects and similar projects around Los Angeles County.

Furthermore, this team demonstrated that it is well versed in providing the Scope of Services related to this contract and has the capabilities to provide staffing for the type of work that is required under this contract. HNTB Corporation demonstrated a thorough understanding of the Scope of Services as well as Metro's goals, methods, and resource allocation needs.

The results of the final scoring are shown below, in the order of their ranking:

Firm	Average Score	Factor Weight	Weighted Average Score	Rank
HNTB Corporation				
Experience and Capabilities of the Firms on the Team	92.80	35%	32.48	
Experience and Capabilities of Key Personnel	90.92	25%	22.73	
Understanding and Approach to Service Delivery	90.94	35%	31.83	
Approach To Cultural Competency	90.80	5%	4.54	
Total		100%	91.58	1
Parsons Transportation Group				
Experience and Capabilities of the Firms on the Team	90.34	35%	31.62	
Experience and Capabilities of Key Personnel	89.00	25%	22.25	
Understanding and Approach to Service Delivery	89.34	35%	31.27	
Approach To Cultural Competency	88.50	5%	4.43	

Total		100%	89.57	2
Gannett Fleming				
Experience and Capabilities of the Firms on the Team	86.71	35%	30.35	
Experience and Capabilities of Key Personnel	86.40	25%	21.60	
Understanding and Approach to Service Delivery	86.37	35%	30.23	
Approach To Cultural Competency	74.40	5%	3.72	
Total		100%	85.90	3
AECOM Technical Services, Inc.				
Experience and Capabilities of the Firms on the Team	83.49	35%	29.22	
Experience and Capabilities of Key Personnel	86.08	25%	21.52	
Understanding and Approach to Service Delivery	86.65	35%	30.33	
Approach To Cultural Competency	89.00	5%	4.45	
Total		100%	85.52	4
Michael Baker International				
Experience and Capabilities of the Firms on the Team	83.65	35%	29.28	
Experience and Capabilities of Key Personnel	79.60	25%	19.90	

Understanding and Approach to Service Delivery	87.20	35%	30.52	
Approach To Cultural Competency	89.00	5%	4.45	
Total		100%	84.15	5

C. Cost Analysis

A cost analysis of the elements of cost, including labor rates, indirect rates, and other direct costs was performed in accordance with Metro's Acquisition Policy, including fact-finding and clarification and cost analysis to determine whether the cost factors are fair and reasonable. Metro negotiated and established indirect cost rates and, as appropriate, provisional indirect (overhead) rates, plus a fixed fee factor to establish a fixed fee amount based on the total estimated cost of performance of the Scope of Services for each Task Order, during the contract term. Task Orders will be issued and funded from the Project budget when specific engineering design support needs arise, subject to availability of funds.

Audits will be completed, where required, for those firms without a current applicable audit of their indirect cost rates, in accordance with Federal Acquisition Regulation (FAR) Part 31. In order to prevent any unnecessary delay in contract award, provisional overhead rates have been established subject to retroactive adjustments upon completion of any necessary audits and annual audits through the term of the contract. In accordance with FTA Circular 4220.1.G, if an audit has been performed by any other cognizant agency within the last twelve-month period, Metro will receive and accept that audit report for the above purposes rather than perform another audit.

D. Background on Recommended Contractor

HNTB Corporation is a national program management, project/construction management and engineering consulting leader with over three decades of experience and expertise managing projects and programs for transit agencies and public clients in Los Angeles County and the larger Southern California region.

Over the past years, HNTB Corporation has provided engineering services on contracts such as the Systems On-Call, Multimodal Highway Program On-Call, Express Lanes PMSS, Eastside Transit Corridor Phase 2, and K-Line Design-Build and performance has been satisfactory. HNTB Corporation is located in downtown Los Angeles, CA.

DEOD SUMMARY

**SUPPLEMENTAL ENGINEERING SERVICES - CAPITAL IMPROVEMENT
PROJECTS / AE128314E0132**

A. Small Business Participation

The Diversity and Economic Opportunity Department (DEOD) established a 33% Disadvantaged Business Enterprise (DBE) overall goal for task orders funded with federal dollars as well as an overall Small Business Enterprise (SBE) goal of 30% and a Disabled Veteran Business Enterprise (DVBE) overall goal of 3% for task orders funded with state, local and Measure M dollars for this procurement.

Proposers were encouraged to form teams that include DBE, SBE, and DVBE firms to perform the scopes of work identified without schedules or specific dollar commitments prior to the establishment of this contract. In response to a specific Task Order request with a defined scope of work, HNTB will be required to identify DBE, SBE and DVBE subcontractor activity and actual dollar value commitments for that Task Order. Overall DBE, SBE and DVBE achievement in meeting the commitments will be determined based on the cumulative DBE, SBE and DVBE participation of all Task Orders issued dependent upon funding source.

HNTB Corporation met the goals by making a 33% DBE commitment, a 30% SBE commitment, and a 3% DVBE commitment.

SMALL BUSINESS GOALS	33% DBE 30% SBE 3% DVBE	SMALL BUSINESS COMMITMENT	33% DBE 30% SBE 3% DVBE
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	DBE Subcontractors	Ethnicity	% Committed
1.	Acumen Building Enterprises	African American	TBD
2.	Anil Verma Associates, Inc.	Subcontinent Asian American	TBD
3.	Arellano Associates	Hispanic American Female	TBD
4.	Earth Mechanics, Inc.	Subcontinent Asian American	TBD
5.	FPL & Associates, Inc.	Asian Pacific American	TBD
6.	Frontline Traffic Control	Hispanic American	TBD
7.	IDC Consulting Engineers, Inc.	Asian Pacific American Female	TBD

8.	Intueor Consulting, Inc.	Subcontinent Asian American	TBD
9.	JLM Strategic Talent Partners	African American Female	TBD
10.	JMD	Hispanic American	TBD
11.	JSE4 Engineering, Inc.	Non-Minority	TBD
12.	Lennax Construction Services, Inc.	Non-Minority Female	TBD
13.	MA Engineering	Hispanic American	TBD
14.	Make Good Company LLC	Subcontinent Asian American Female	TBD
15.	Monument ROW	Non-Minority Female	TBD
16.	Pacific Railway Enterprises, Inc.	Non-Minority Female	TBD
17.	PacRim Engineering, Inc.	Asian Pacific American	TBD
18.	PBS Engineers, Inc.	Subcontinent Asian American	TBD
19.	Ramos Consulting Services, Inc.	Hispanic American	TBD
20.	RAW International, Inc.	African American	TBD
21.	Studio MLA	Hispanic American Female	TBD
22.	V&A Inc.	Hispanic American	TBD
23.	VN Tunnel and Underground, Inc.	Subcontinent Asian American	TBD
24.	VST Engineering, Inc.	Hispanic American	TBD
25.	Wagner Engineering & Survey, Inc.	Non-Minority Female	TBD
26.	Zephyr Rail	Hispanic American Female	TBD
Total DBE Commitment			30%

	SBE Subcontractors	% Committed
1.	Acumen Building Enterprises	TBD
2.	Anil Verma Associates, Inc.	TBD
3.	Arellano Associates	TBD
4.	Earth Mechanics, Inc.	TBD
5.	FPL & Associates, Inc.	TBD
6.	Frontline Traffic Control	TBD
7.	IDC Consulting Engineers, Inc.	TBD
8.	Intueor Consulting, Inc.	TBD
9.	JLM Strategic Talent Partners	TBD
10.	JMD	TBD
11.	JSE4 Engineering, Inc.	TBD
12.	Lennax Construction Services, Inc.	TBD

13.	MA Engineering	TBD
14.	Monument ROW	TBD
15.	Pacific Railway Enterprises, Inc.	TBD
16.	PacRim Engineering, Inc.	TBD
17.	PBS Engineers, Inc.	TBD
18.	Ramos Consulting Services, Inc.	TBD
19.	RAW International, Inc.	TBD
20.	Turner Engineering Corporation	TBD
21.	V&A, Inc.	TBD
22.	VN Tunnel and Underground, Inc.	TBD
23.	VST Engineering, Inc.	TBD
24.	Wagner Engineering & Survey, Inc.	TBD
25.	Zephyr Rail	TBD
	Total SBE Commitment	30%

	DVBE Subcontractors	% Committed
1.	Calvada Surveying, Inc.	TBD
2.	MA Engineering	TBD
3.	Pacifica Services, Inc.	TBD
	Total DVBE Commitment	3%

B. Local Small Business Enterprise (LSBE) Preference

The LSBE preference was not applicable to this A&E procurement. Pursuant to state and federal law, requires A&E firms to be selected based on demonstrated competence and qualifications, and not solely on price.

C. Contracting Outreach and Mentoring Plan (COMP) Program

The Contracting Outreach and Mentoring Plan (COMP) is applicable to this contract. Forty-five (45) days after the award, HNTB must submit a DBE/SBE/DVBE Contracting Outreach and Mentoring Plan evidencing how it will achieve its listed commitments through the utilization of certified firms for the project. HNTB shall identify two (2) DBE firms, one (1) SBE firm and one (1) DVBE firm for mentorship.

D. Living Wage Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

E. Prevailing Wage Applicability

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

of Labor (DOL) Davis Bacon and Related Acts (DBRA). Trades that may be covered include Field Surveyors.

F. Project Labor Agreement/Construction Careers Policy

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

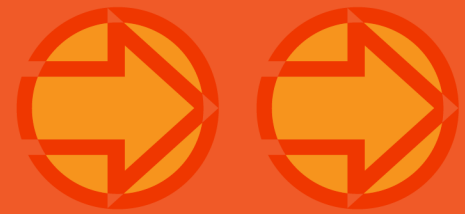
PROGRAM MANAGEMENT

2025-0239 - SUPPLEMENTAL ENGINEERING SERVICES CAPITAL IMPROVEMENT PROJECTS



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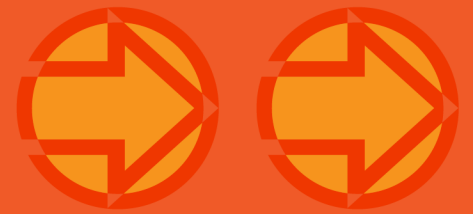
June 2025



Detailed services covered under this SES contract include:

- Engineering and design support for bus and rail infrastructure, maintenance facilities, highway improvements, active transportation projects, communications and operations systems, joint development, and 2028 Games-specific infrastructure improvements
- Comprehensive project management and administration, feasibility studies, preliminary engineering, and detailed design and construction documentation from early conceptual stages (15%) through final deliverable stages (100%)
- Environmental documentation and permitting support (NEPA/CEQA compliance), hazardous material assessments, and remediation planning
- Right-of-way acquisition support, utility relocation, and coordination with third-party entities and jurisdictional authorities
- Bid phase support, engineering oversight during construction phases, and post-construction documentation management

Preliminary Project List

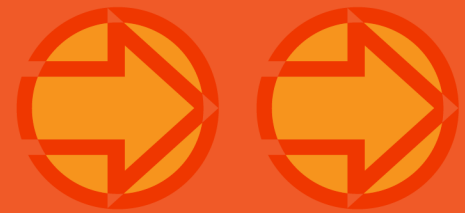


Projects that are contemplated to use this contract are:

- Vermont Transit Corridor
- Projects to Support Station Experience
- Reconnecting Communities and Neighborhoods Grant
- Zero Emission Bus Charging Infrastructure
- 2028 Olympic and Paralympic Games related improvements and legacy projects

This is a preliminary list and projects will be added based on actual needs and available funding.

Procurement Evaluation



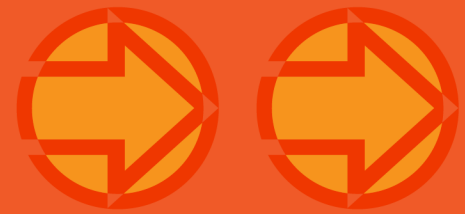
EVALUATION CRITERIA	MAXIMUM POINTS	HNTB CORPORATION	PARSONS TRASPORTATION GROUP	GANNETT FLEMING	AECOM TECHNICAL SERVICES, INC.	MICHAEL BAKER INTERNATIONAL
Experience and Capabilities of the Firms on the Team	35	32.48	31.62	30.35	29.22	29.28
Experience and Capabilities of Key Personnel	25	22.73	22.25	21.60	21.52	19.90
Understanding and Approach to Service Delivery	35	31.83	31.27	30.23	30.33	30.52
Approach To Cultural Competency	5	4.54	4.43	3.72	4.45	4.45
TECHNICAL SCORE	100	91.58	89.57	85.90	85.52	84.15



Metro

Goals and Commitments: 33% DBE / 30% SBE & 3% DVBE

Recommendation



AUTHORIZE the Chief Executive Officer to:

- A. **AWARD** a cost plus fixed fee Indefinite Delivery/Indefinite Quantity Contract No. AE128314E0132 to HNTB Corporation for Supplemental Engineering Services (SES) for Capital Improvement Projects for a term of five years for a Not To Exceed (NTE) amount of \$70,000,000, subject to the resolution of any properly submitted protest(s), if any; and
- B. **EXECUTE** Task Orders and modifications within the Board approved contract amount.



Board Report

File #: 2025-0245, File Type: Contract

Agenda Number: 23.

CONSTRUCTION COMMITTEE JUNE 18, 2025

SUBJECT: CEQA/NEPA & ENVIRONMENTAL COMPLIANCE SERVICES

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

AUTHORIZE the Chief Executive Officer (CEO) to:

- A. EXECUTE Modification No. 00003 to Contract No. PS77530000 with ICF Jones & Stokes Inc. to exercise the two, one-year options, for a Not-To-Exceed (NTE) amount of \$1,924,174.53 and \$1,760,892.27 respectively, for a total NTE amount for the options of \$3,685,066.80, increasing the total contract value from the initial NTE amount of \$14,166,384.73 to a total NTE amount of \$17,851,451.53, and extend the term of the contract from December 1, 2025 to December 1, 2027;
- B. INCREASE Contract Modification Authority (CMA) in the amount of \$368,506.68, increasing the total CMA from \$1,416,638.47 to a total of \$1,785,145.15 (10% of the not-to-exceed contract amount); and
- C. EXECUTE all individual Task Orders and Contract Modifications within the recommended contract funding amount and recommended CMA.

ISSUE

Nearly every capital project undertaken by Metro requires a need for California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) and environmental compliance services. In addition, CEQA/NEPA and environmental compliance services are required to support Metro's projects in operations and on Metro-owned properties.

At its December 2022 meeting, the Board approved awarding a three-year base term contract to ICF Jones & Stokes Inc. for CEQA/NEPA and Environmental Compliance Services with two, one-year options. Due to increased and unanticipated need for support, the NTE funding limit of \$14,166,384.73 previously authorized by the Board is expected to be exhausted by June 2025. The recommended execution of the option years for the requested increase in funding, and the increase in CMA will allow staff to complete the work anticipated in the contract as described in the background below and provide support for federal partner agencies such as the FTA for Metro

projects.

BACKGROUND

At its December 2022 meeting, the Board approved awarding a contract to ICF Jones & Stokes Inc. for CEQA/NEPA and Environmental Compliance Services inclusive of three base years with an initial NTE amount for the base years of \$14,166,384.73; and two, one-year options for a NTE amount of \$1,924,174.53 and \$1,760,892.27 respectively, for a total not-to-exceed amount of \$17,851,451.53. The Board authorized the Chief Executive Officer to award and execute Task Orders within the total approved NTE funding limit of \$14,166,384.73. Staff have executed, to date, Task Orders and Task Order Modifications totaling \$12,942,972.80 with \$1,223,411.93 in authorized funding remaining.

The solicitation and award of Contract No. PS77530000 was based on a five-year forecast of anticipated support for current and future projects. An increased demand for support for the projects beyond the forecasted amounts and an unanticipated demand to support priority projects has pushed this Contract to nearly committing its full contract value prior to the end of the three base contract years.

The continued implementation of Measure M, Measure R, and new regional projects in the last two years has increased the number of projects under development; including but not limited to projects such as NoHo to Pasadena BRT, G-Line Improvements, Southeast Gateway Line, East San Fernando Valley LRT, and Joint Development.

This contract modification is necessary to execute current risk, schedule, and cost critical tasks, including those that are already in the project pipeline, and to maintain momentum in supporting the delivery of current and future projects.

DISCUSSION

The increased and overlapping capital programs in the last two years has also increased the level and volume of capital project requests for CEQA/NEPA and Environmental Compliance Services. With the ongoing Measure M, Measure R, and preparations for the 2028 Olympic and Paralympic Games, staff engaged the consultant under Contract No. PS77530000 to provide a broad range of related support services. The services provided under the Contract have historically saved projects money and avoided additional months of delay due to our ability to rapidly and effectively respond to unforeseen environmental issues encountered during project planning, permitting, and construction (see Tables below for notable Projects supported by this contract).

Table 1

Projects Completed or In Progress	Support Provided
Sepulveda Transit Corridor	Geotechnical and Fault Line Investigations
2028 Mobility Plan	CEQA/NEPA documentation
Eastside Transit Corridor Phase 2	CEQA/NEPA review and construction regulatory compliance
Metro C Line Extension to Torrance	CEQA/NEPA review and construction regulatory compliance
East San Fernando Valley Light Rail Transit	CEQA/NEPA documentation and construction regulatory compliance
Westside Purple Line Extension Section 3	CEQA/NEPA review and construction regulatory compliance

Table 2

Future Projects	Support to be Provided
Vermont Transit Corridor	CEQA review and regulatory compliance
North Hollywood to Pasadena Bus Rapid Transit Project	Construction regulatory compliance
Southeast Gateway Line	Construction regulatory compliance
Zero Emission Bus	CEQA/NEPA documentation and Construction regulatory compliance
Rail Operations Center/Bus Operations Center (ROC/BOC)	CEQA/NEPA documentation and Construction regulatory compliance

This contract is expected to reduce project delays and facilitate community benefits from the ecosystem services in the long term such as recordation of community sensitive artwork at West Los Angeles VA Hospital, the future location of Purple (D) Line Extension Section 3 Veterans Administration Station.

The exercise of the option years and increase in contract value, including CMA, will allow Metro staff to continue to engage this consultant to support the capital projects in performing key risk management activities and achieving critical project dates and funding commitments. The Procurement Summary for this item is included in Attachment A, and the Contract Modification/Change Order Log is included as Attachment B.

DETERMINATION OF SAFETY IMPACT

This Board action will not have an adverse impact on safety standards for Metro.

FINANCIAL IMPACT

Contract No. PS77530000 is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract. All Task Orders are individually negotiated, and level of effort fully defined prior to the authorization and requisition of any project specific funds.

Since this is a multi-year contract, project managers, cost managers, and the Chief Program Management Officer will be responsible for budgeting costs in future years.

Impact to Budget

Funding for the individual Task Orders is provided by the projects utilizing this service. Therefore, the funds for each task order will reflect the funding sources approved by the Board at the time of each project's Life-of-Project or annual budget adoption.

EQUITY PLATFORM

This contract allows projects to prepare to be responsive, minimizing potential negative impacts while the community can benefit from the services the greater project will provide. CEQA/NEPA provides transparency and notification to the public and disadvantaged communities that have historically been disproportionately impacted by development. Environmental compliance assists the disproportionate burden disadvantaged communities may bear by analyzing and mitigating potential impacts from population and housing impacts, traffic and transportation, air quality, energy, greenhouse gas emissions, public services, parks and recreation and hazards mitigations and monitoring.

ICF Jones & Stokes (ICF) made a 28% Disadvantaged Business Enterprise (DBE), a 25% Small Business Enterprise (SBE), and a 3% Disabled Veteran Business Enterprise (DVBE) commitment on this Task Order (TO) based contract. ICF is exceeding both the DBE and DVBE commitments and experiencing a shortfall in its SBE commitment. The Contractor's mitigation plan is included in Attachment C - DEOD Summary.

VEHICLE MILES TRAVELED OUTCOME

VMT and VMT per capita in Los Angeles County are lower than national averages, the lowest in the SCAG region, and on the lower end of VMT per capita statewide, with these declining VMT trends due in part to Metro's significant investment in rail and bus transit¹. Metro's Board-adopted VMT reduction targets align with California's statewide climate goals, including achieving carbon neutrality by 2045. To ensure continued progress, all Board items are assessed for their potential impact on VMT.

As part of these ongoing efforts, this item is expected to contribute to further reductions in VMT. This item supports Metro's systemwide strategy to reduce VMT through investment and planning activities that will improve and further encourage transit ridership, ridesharing, and active transportation. Metro's Board-adopted VMT reduction targets were designed to build on the success of existing investments, and this item aligns with those objectives.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This consultant contract supports Strategic Goal 2 by optimizing the delivery and performance of Metro's transportation system by incorporating environmental compliance through environmental services activities to reduce impacts to the environment and increase system efficiency.

ALTERNATIVES CONSIDERED

The Board could decide not to authorize the option years and to not increase the funding for this Contract requiring Metro to solicit and award a new contract. Staff does not recommend this alternative due to schedule impacts to existing projects resulting in construction delays.

NEXT STEPS

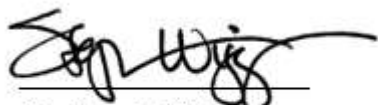
Upon Board approval, staff will execute Modification No. 00003 to Contract No. PS77530000 to exercise the options and extend the Contract end date.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - Contract Modification/Change Order Log
Attachment C - DEOD Summary

Prepared by: Robert Pak, Senior Director, (213) 660-6895
Tom Kefalas, Executive Officer, (213) 418-3370
Carolina Coppolo, Deputy Chief Vendor/Contract Management Officer (213) 922-4471

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



Stephanie Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

**CEQA/NEPA & ENVIRONMENTAL COMPLIANCE SERVICES
CONTRACT NO. PS77530000**

1.	Contract Number: PS77530000			
2.	Contractor: ICF Jones & Stokes, Inc.			
3.	Mod. Work Description: Exercise of two, one-year options and increase the contract funding.			
4.	Work Description: CEQA/NEPA & Environmental Compliance Services			
5.	The following data is current as of: April 10, 2025			
6.	Contract Completion Status:		Financial Status:	
	Award Date:	December 1, 2022	Board Approved NTE Amount:	\$14,166,384.73
	Notice to Proceed (NTP):	N/A	Total Contract Modification Authority (CMA):	\$1,416,638.47
	Original Completion Date:	December 1, 2025	Value of Task Orders and Mods. Issued to Date (including this action):	\$12,942,972.80
	Current Est. Complete Date:	December 1, 2027	Remaining Board Approved Amount:	\$1,223,411.93
7.	Contract Administrator: Stephen Tsang		Telephone Number: (213) 922-7125	
8.	Project Manager: Robert Pak		Telephone Number: (213) 660-6895	

A. Contract Action Summary

On December 1, 2022, the Board of Directors approved the award of Contract No. PS77530000 to ICF Jones & Stokes for CEQA/NEPA and Environmental Compliance Services inclusive of three base years with an initial NTE amount for the base years of \$14,166,384.73; and two, one-year options for a NTE amount of \$1,924,174.53 and \$1,760,892.27, respectively. The Board authorized the Chief Executive Officer to award and execute Task Orders within the total approved NTE funding limit of \$14,166,384.73.

This Board Action is to authorize Modification No. 00003 to exercise the two, one-year options under Contract No. PS77530000 with ICF Jones & Stokes Inc. increasing the total authorized funding for a total five-year contract term; and increase the total Contract Modification Authority (CMA) in the amount of \$368,506.68, increasing the total CMA from \$1,416,638.47 to a total of \$1,785,145.15.

Contract No. PS77530000 is a Cost Reimbursable Plus Fixed Fee Contract.

Any Contract Modifications and Task Orders will be processed in accordance with Metro's Acquisition Policies and Procedures.

B. Cost/Price Analysis

The recommended price for all future Task Orders and Modifications will be determined to be fair and reasonable based upon an Independent Cost Estimate (ICE), cost analysis, technical evaluation, fact finding, and negotiations prior to award and issuance.

CONTRACT MODIFICATION/CHANGE ORDER LOG

CEQA/NEPA & ENVIRONMENTAL COMPLIANCE SERVICES / PS77530000

Mod. No.	Description	Status (approved or pending)	Date	\$ Amount
00001	Updated Form of Contract (Article V and Article VII) and Special Provision SP-01	Approved	1/31/2023	\$0
00002	Updated Special Provision SP-01	Approved	1/12/2024	\$0
00003	Exercise two, one-year option terms	Pending	Pending	\$3,685,066.80
	Modification Total:			\$3,685,066.80
	Original Contract:		12/1/2022	NTE \$14,166,384.73
	Total:			NTE \$17,851,451.53

DEOD SUMMARY

CEQA/NEPA & ENVIRONMENTAL COMPLIANCE SERVICES/PS77530

A. Small Business Participation

ICF Jones & Stokes (ICF) made an overall 28% Disadvantaged Business Enterprise (DBE) commitment on Task Orders (TO's) awarded with federal funds and an overall 25% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) commitment on TO's awarded with non-federal funds. Based on payments, the project is 56% complete, and the current participation levels are 30.86% DBE, 14.75% SBE, and 4.07% DVBE, exceeding both DBE and DVBE commitments by 2.86% and 1.07%, respectively, and representing a 10.25% SBE shortfall.

To date, ICF has been awarded a total of twenty-four Task Orders (TOs), comprising twelve federally funded and twelve non-federally funded. ICF has a shortfall mitigation plan in place and asserts, as confirmed by Metro's Project team, that the SBE shortfall is primarily attributed to several non-federally funded TOs being placed on hold or delayed. Furthermore, ICF maintains that the under-utilization of certain firms is a result of Metro not issuing TOs with their respective scopes of work. These firms will, however, be engaged as relevant scopes of work are identified in future task order requests. To address the SBE shortfall, ICF has committed to reallocating additional work to SBE firms and is projecting to meet the SBE commitment by December 1, 2025.

Small Business Commitment	28.00% DBE	Small Business Participation	30.86% DBE
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¹Current Participation = Total Actual amount Paid-to-Date to DBE firms ÷ Total Actual Amount Paid-to-date to Prime.

	DBE Subcontractors	Ethnicity	% Committed	Current Participation¹
1.	Akima Consulting, LLC	Caucasian Female	TBD	0.00%
2.	Arellano Associates	Hispanic American	TBD	0.43%
3.	Cross-Spectrum Acoustics	African American	TBD	0.00%
4.	Duke Cultural Resources Management	Hispanic American	TBD	1.51%
5.	Environmental Review Partners	African American	TBD	0.39%
6.	Galvin Preservation	Caucasian Female	TBD	3.63%

7.	GlobalASR Consulting	Asian-Pacific American	TBD	16.38%
8.	JTL Consultants	Caucasian Female	TBD	0.00%
9.	Katherine Padilla & Associates	Hispanic American	TBD	0.00%
10.	M.S. Hatch Consulting	Caucasian Female	TBD	0.00%
11.	Material Culture Consulting	Caucasian Female	TBD	0.06%
12.	PanGIS, Inc.	Caucasian Female	TBD	1.57%
13.	Parikh Consultants	Asian-Pacific American	TBD	0.00%
14.	Polytechnique Environmental	Asian-Pacific American	TBD	0.00%
15.	Terry A. Hayes Associates	African American	TBD	0.00%
16.	TransLink Consulting	Asian-Pacific American	TBD	0.00%
17.	Translutions	Asian-Pacific American	TBD	0.00%
18.	Trifiletti Consulting	Hispanic American	TBD	0.00%
19.	Value Sustainability	African American	TBD	0.00%
20.	Wire Media	Caucasian Female	TBD	0.00%
21.	Bargas Environmental Consulting, LLC	Hispanic American	Added	0.07%
22.	Kizh Nation Resources Management	Hispanic American	Added	2.50%
23.	Martini Drilling Corp.	Hispanic American	Added	4.32%
	Total		28.00%	30.86%

Small Business Commitment	25.00% SBE	Small Business Participation	14.75% SBE
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¹Current Participation = Total Actual amount Paid-to-Date to SBE firms ÷ Total Actual Amount Paid-to-date to Prime.

	SBE Subcontractors	% Committed	Current Participation¹
1.	Akima Consulting, LLC	TBD	0.00%
2.	Arellano Associates	TBD	0.00%
3.	Cross-Spectrum Acoustics	TBD	0.00%
4.	Duke Cultural Resources Management	TBD	0.00%
5.	Environmental Review Partners	TBD	0.00%
6.	Galvin Preservation	TBD	0.00%
7.	GlobalASR Consulting	TBD	5.67%
8.	JTL Consultants	TBD	0.00%
9.	Katherine Padilla & Associates	TBD	0.00%
10.	M.S. Hatch Consulting	TBD	0.00%
11.	Material Culture Consulting	TBD	0.00%
12.	PanGIS, Inc.	TBD	0.00%
13.	Parikh Consultants	TBD	1.60%
14.	Polytechnique Environmental	TBD	4.85%
15.	Terry A. Hayes Associates	TBD	0.00%
16.	TransLink Consulting	TBD	0.00%
17.	Translutions	TBD	0.00%
18.	Trifiletti Consulting	TBD	0.00%
19.	Value Sustainability	TBD	0.00%
20.	Wire Media	TBD	0.00%
21.	Bargas Environmental Consulting, LLC	Added	1.21%
22.	Kizh Nation Resources Management	Added	1.42%
	Total	25.00%	14.75%

Small Business Commitment	3% DVBE	Small Business Participation	4.07% DVBE
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	DVBE Subcontractors	% Committed	Current Participation¹
1.	Environmental Review Partners	TBD	4.07%
	Total	3.00%	4.07%

¹Current Participation = Total Actual amount Paid-to-Date to DVBE firms ÷ Total Actual Amount Paid-to-date to Prime.

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

C. Prevailing Wage Applicability

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

D. Project Labor Agreement/Construction Careers Policy

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



CEQA/NEPA & Environmental Compliance Services

Construction Committee

June 18, 2025

File No. 2025-0245

Tom Kefalas

Executive Officer, Environmental Services Department



Metro

RECOMMENDATION

Authorize the Chief Executive Officer to:

A. EXERCISE Modification No. 00003 to Contract No. PS77530000 with ICF Jones & Stokes Inc. to exercise the two one year options, for a Not-To-Exceed (NTE) amount of \$1,924,174.53 and \$1,760,892.27 respectively, for a NTE amount for the options of \$3,685,066.80 increasing the total contract value from the initial NTE amount of \$14,166,384.73 to a total NTE amount of \$17,851,451.53, and extend the term of the contract from December 1, 2025 to December 1, 2027.

B. INCREASE Contract Modification Authority (CMA) in the amount of \$368,506.68 increasing the total CMA from \$1,416,384.73 to a total of \$1,785,145.15 (10% of the not-to-exceed contract amount).

BACKGROUND



Purple Line Extensions Section 1- Paleontological resource recordation and recovery.

- PS77530000 currently has 6% remaining value 26 months into a 36-month base contract.
- The contract is an Indefinite Deliver, Indefinite Quantity (IDIQ) contract for local, state, and federal environmental compliance including but not limited to mitigation monitoring, noise, vibration, biology, Cultural and Native American consultation, etc. Funding requisitioned from project budgets as project support is requested.

BACKGROUND CONT.



Union Station-Archeological Monitoring and resource evaluation

- Increased Measure R and M project support resulted in a sharp unanticipated increase in contract use and current project volume estimates over 30B by FY26.
- Contract provides dedicated support to FTA for Metro projects, increasing responsiveness from FTA.
- Support for future projects which include but not limited to 2028 Olympics, Joint Development 10K, Joint Bus/Rail Operations Center (ROC/BOC).

NEXT STEPS

- Staff to execute MOD No. 00003 to PS77530000 upon board approval.



Thank you



Metro®



Board Report

File #: 2025-0407, **File Type:** Informational Report

Agenda Number: 24.

CONSTRUCTION COMMITTEE JUNE 18, 2025

SUBJECT: UTILITY REIMBURSEMENT AGREEMENTS

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

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

- A. EXECUTE Utility Reimbursement Agreements with Level 3 Communications and Centurylink Communications to accommodate Metro's ongoing Projects; and
- B. NEGOTIATE and execute similar as-needed Utility Agreements with other communication company owners to accommodate Metro's ongoing Projects.

ISSUE

As Metro's transit projects move forward, the project teams have identified Centurylink Communications and Level 3 Communications within several project footprints that require utility relocations and/or general utility support. This is Metro's first interaction with Centurylink and Level 3 Communications. To move forward with the relocations and general utility support coordination to accommodate several Metro transit projects, Utility Reimbursement Agreements (URAs) between Metro and both Centurylink and Level 3 Communications are needed. Given the complexity of Metro's projects, it is also anticipated that numerous other communication conflicts will arise with other communication company owners for which swift actions will be required in order to maintain the schedule. Therefore, as other communication company owners are identified as having conflicts with Metro's projects, similar Utility Agreements will need to be negotiated and executed swiftly in order to memorialize those roles and responsibilities and proceed with mitigating those conflicts in order to ultimately maintain schedule and budget.

BACKGROUND

A well-planned utility relocation is critical to any transit projects' cost and schedule. Earlier communication and closer coordination with utility companies allow smoother completion of projects. It is critical to set up URAs with Centurylink and Level 3 Communication, as well as with other potential communication company owners, to properly and effectively document delivery commitments, cost-sharing processes, roles and responsibilities and processes to resolve

disagreements so that work can continue unimpeded.

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

DISCUSSION

Utility Reimbursement Agreements

There are many utilities that conflict with Metro project alignments and require mitigation ranging from removal, replacement, protection, reconstruction and relocation of all or portions of impacted utilities. The success of Metro projects further requires the utility company's participation in meetings, coordination, and collaboration during the engineering as well as construction phases of the projects. Hence, advancing URAs between the parties is a key next step for the successful delivery of Metro projects and to demonstrate the level of support required by key stakeholders. The general intent of the URAs (Attachments A and B) is to cover the current ongoing Projects, starting with the Southeast Gateway Line project (SGL), as well as future Metro Projects for many years to come. As other utility conflicts arise with other communication company owners, the appropriate Utility Agreements will be negotiated and executed to accommodate those projects.

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

The following are key components of the URAs with Level 3 and Centurylink Communications, which will be components of the future as-needed Utility Agreements with other communication companies as well:

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

Metro and both Centurylink and Level 3 Communications agree that each will cooperate with the other in all activities covered by the URA's. Work performed by both Centurylink and Level 3 Communications under these URAs shall be per the work orders to be issued by Metro on a yearly basis.

DETERMINATION OF SAFETY IMPACT

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

FINANCIAL IMPACT

Work Orders will be issued to Centurylink Communications, Level 3 Communications and other as needed utility owners on an annual basis. Work orders for these commitments created within the URA parameters will only be issued by funded projects and will be within each of the project's respective Fiscal Year or Life of Project (LOP) budgets. It will be the responsibility of the Cost Center Manager and Project Manager to budget costs incurred while executing these URAs in the future fiscal years and within the cumulative budget limit for the affected fiscal year.

EQUITY PLATFORM

The execution of the URAs with Level 3 and Centurylink Communications, and other as-needed utility agreements with other communication company stakeholders, is essential to the successful and timely completion of SGL and other projects, including the subsequent benefits for project area communities. Metro's projects provide access to a reliable transit system and fill a current gap in high-quality transit services. When the eventual build-out of the projects occurs, communities along these corridors will have access to the Metro regional network providing residents with critical transit service to access greater employment, health, and educational opportunities.

VEHICLE MILES TRAVELED OUTCOME

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

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

*Based on population estimates from the United States Census and VMT estimates from the highway performance monitoring system data between 2001-2019.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

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

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

ALTERNATIVES CONSIDERED

The Board may choose not to allow the negotiation and execution of the URAs. However, not executing the URAs and other Utility Agreements with other communication company owners would not solidify each of the parties' roles and responsibilities and would require Metro to follow standard over-the-counter processes and therefore not benefit from streamlined processes and other administration benefits identified within the URAs. All of these are essential elements for successful projects.

NEXT STEPS

Upon Board approval, the CEO or designee will execute the URAs between Metro and Level 3 and CenturyLink Communications. Staff will also continue to work with other responsible communication company stakeholders to develop other necessary Utility Agreements.

ATTACHMENTS

- Attachment A - Utility Reimbursement Agreement between Level 3 Communications and Metro
- Attachment B - Utility Reimbursement Agreement between Centurylink Communications and Metro

Prepared by: Eduardo Cervantes, Executive Officer, Third Party Administration, (310) 466-1617

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


Stephanie Wiggins
Chief Executive Officer

UTILITY REIMBURSEMENT AGREEMENT

BETWEEN

LEVEL 3 COMMUNICATIONS, LLC

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

EFFECTIVE DATE

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This Agreement is entered into by and between Level 3 Communications, LLC ("Utility") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA") (each individually "Party," and collectively "Parties").

RECITALS

- (A) LACMTA proposes to design, construct and operate facilities necessary and convenient for various public rail and busway transit systems within the County of Los Angeles, and the Parties intend this Agreement to apply to reimbursement of Utility for the Rearrangement (as the term is defined herein) of its facilities occasioned by certain LACMTA proposed Transit Projects where the Utility's facilities are in conflict with such Transit Projects, including the following (in each case, as may be more fully described at www.Metro.net):
- East San Fernando Light Rail Transit Project;
 - projects within the LACMTA highway program, including but not limited to, the I-5 North County Enhancements Project;
 - Southeast Gateway Line
 - Eastside Transit Corridor Phase 2;
 - C Line (Green) Extension to Torrance;
 - G Line (Orange Line) Improvements Project;
 - Sepulveda Transit Corridor Project;
 - projects within the LACMTA Regional Rail program (including Link Union Station);
 - various corridor congestion relief bus rapid transit projects (including Vermont Corridor, NoHo to Pasadena and North SFV);
 - Crenshaw Northern Extension; and
 - various LACMTA Transit Oriented Communities and Joint Development projects located on LACMTA-owned Rights-of-Way or acquired properties.
- (B) One or more of the proposed Transit Projects will require the Rearrangement of portions of Utility Facilities. The Parties wish to enter into this Agreement in order to agree upon the roles and responsibilities between the Parties in connection with such Rearrangements.
- (C) The Parties acknowledge that Utility possesses, via contractual agreements to which it succeeded or its own past contractual agreements, rights to various locations for the siting and use of its infrastructure facilities. To Utility's knowledge, such various locations include, but may not be limited to, locations along the right-of-way to the G Line (Orange Line) Improvements Project. The Parties further acknowledge this Agreement shall not supersede said prior existing rights possessed by Utility. Therefore, if an LAMCTA Transit Project requires use of a site to which Utility possesses said prior existing rights, the Parties intend to negotiate in good faith to mutually reach a separate agreement for the rearrangement of Utility's relevant facility/facilities.

In consideration of the mutual covenants of the Parties as set forth herein, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1. SCOPE AND DURATION

1.1 Scope of Agreement

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

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

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

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

- (e) Utility acknowledges that LACMTA may at any time elect:
 - (i) not to proceed with any Transit Project expressly listed in the Recitals or otherwise referenced in this Agreement or notified to Utility;
 - (ii) to proceed with a Transit Project that is not expressly listed in the Recitals or otherwise referenced in this Agreement; or
 - (iii) to amend the scope of any Transit Project, each in its sole discretion.
- (f) The Parties agree that on the Effective Date, the terms of this Agreement shall supersede any conflicting terms of prior existing agreements between the Parties, or affiliates of the Parties,, except that:

- (i) any Rearrangements of Utility Facilities that have been approved and granted under a Work Order number issued prior to the Effective Date shall continue until completed and approved under the applicable Work Order and shall be constructed in accordance with the standards and plans approved by the Parties in accordance with the applicable Work Order; and
- (ii) this Agreement shall not negate or modify the terms and conditions of: (A) any legally binding easements or other use and/or occupancy agreements between Utility and LACMTA with respect to the occupancy by Utility of, or any interest of Utility in real property owned by or under the operating jurisdiction of LACMTA; (B) any such easements or other agreements between Utility and any former owner of real property now or hereafter owned by LACMTA, and to which LACMTA has become or hereafter becomes a successor either by assignment or by operation of law; or (C) any such easements or other agreements between Utility and any other governmental agency with respect to real property owned by or under the operating jurisdiction of such governmental agency, and in which LACMTA has a statutory or other right to install Transit Project Facilities,

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

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

1.2 Duration of Agreement

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

ARTICLE 2. GENERAL OBLIGATIONS

2.1 Governance

- (a) Utility and LACMTA shall each designate an individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to this Agreement (the "Utility Representative" and "LACMTA Representative", respectively).
- (b) Utility and LACMTA may, in addition, each designate an alternate individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to the application of this Agreement to a Subject Transit Project (in which case, any references to the Utility Representative or LACMTA Representative under this Agreement shall be deemed to include such designated representatives with respect to that Subject Transit Project). A single individual may serve as a designated representative for more than one Subject Transit Project.
- (c) Either Party may change a representative designated under Section 2.1(a) or 2.1(b) (Governance) by providing seven days' prior Notice to the other Party.

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

2.2 Work Orders

- (a) Utility's obligation to perform work under this Agreement shall arise upon the issuance by LACMTA of an authorized Work Order.
- (b) If Utility is required to perform work and/or provide support and/or services under the terms of this Agreement, or LACMTA requests that Utility perform work or provide support or services under the terms of this Agreement, Utility shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which Utility shall require reimbursement with respect to that scope of work.
- (c) Upon LACMTA's approval of a Form 60 submitted to it by Utility with respect to a scope of work under Section 2.2(a) (Work Orders), LACMTA will issue a Work Order to Utility for such scope of work.
- (d) Each Work Order issued by LACMTA to Utility in accordance with this Agreement shall specify the work authorized to be performed and any materials or equipment to be acquired, the amount of money that Utility will be reimbursed for the authorized work as agreed under the applicable Form 60, and a schedule, including the estimated starting and finishing dates for the authorized work.
- (e) On receipt of a Work Order issued in accordance with the terms of this Agreement, Utility must: (i) promptly commence work on any elements of work authorized under the Work Order that are unchanged from the applicable Form 60; and (ii) promptly and without delay (and in any case within 10 days of issuance by LACMTA) accept any changes or additions (including any additional or supplemental provisions) agreed to the applicable Form 60 by counter-signing the Work Order or otherwise by written acceptance by the Utility Representative, followed by commencement of the applicable work under the Work Order. If Utility fails to accept the Work Order within 10 days, if applicable, the Work Order will be deemed to be accepted by Utility.
- (f) Except where authorized under a separate agreement with LACMTA (in which case, payment, credits or reimbursement will be in accordance with the terms of such agreement), Utility is not authorized to do any work and will not be paid, credited or reimbursed for costs or expenses associated with any

work performed in connection with a Rearrangement or a Subject Transit Project or otherwise under the terms of this Agreement, that is not expressly authorized by a Work Order.

- (g) Except in the case of a change required due to an emergency, which notification may be given orally before being confirmed in writing within three days, Utility may submit proposed changes to a Work Order in writing to LACMTA for approval.
- (h) LACMTA may terminate any Work Order at any time at its sole discretion, provided that Utility will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.
- (i) Utility must promptly notify LACMTA if at any time it anticipates:
 - (i) exceeding 75% of the total estimated Costs under any Work Order within the next 60 days;
 - (ii) that the total Costs under any Work Order will be in excess of 10% greater than previously estimated Costs; or
 - (iii) that the estimated finishing date will be later than the date stated in the Work Order,and must request an amendment to such Work Order pursuant to Section 2.2(g) (Work Orders).
- (j) Utility must complete, either through its own forces or through Utility Contractors, all work authorized by any Work Order in accordance with Applicable Law, Governmental Approvals and the terms of this Agreement and the applicable Work Order. Utility must cooperate with LACMTA and take such actions as LACMTA may reasonably request, to ensure performance of work under a Work Order.

2.3 Deadlines and Delays

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

If Utility fails to carry out any work or obligations for which it is responsible under the terms of this Agreement and/or any Work Order in accordance with the mutually agreed upon work schedules, review periods and timelines identified in this Agreement and the applicable Work Order, and such failure is attributable to Utility's gross negligence or willful misconduct, then, to the extent such delay directly causes: (i) LACMTA to incur additional costs; or (ii) a delay to the Subject Transit Project, Utility must reimburse LACMTA for all actual and documented costs and expenses incurred or arising out of such delay. Utility must pay such costs to LACMTA within 90 days after receipt of an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from Utility to LACMTA pursuant to this Section 0 from payment(s) due to Utility.

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

2.4 Coordination and Cooperation

- (a) The Parties acknowledge that the timely completion of a Subject Transit Project will be influenced by the ability of LACMTA and Utility to coordinate their activities, communicate with each other, and respond promptly to reasonable requests.
- (b) Utility agrees to each Rearrangement and to cooperate with LACMTA's applicable requirements for the Subject Transit Project, in accordance with the terms of this Agreement subject to the following:
 - (i) whenever it is reasonably possible to do so without causing increased costs for or delay in a Transit Project, as determined by LACMTA, relocation of Utility Facilities will be avoided and Utility Facilities will be Protected-in-Place;
 - (ii) reimbursement of Costs in accordance with and to the extent contemplated by, Section 6.2 (Reimbursements to Utility);
 - (iii) LACMTA shall give Utility at least 100 days (unless prior rights are involved) written notice before requiring Rearrangement of a Utility Facility; and
 - (iv) if necessary to ensure continuity of transmission or distribution of the applicable public utility during any Rearrangement work, Utility may install a Temporary Facility to provide the applicable public utility service until such time as the related Rearrangement work is complete or the usual service is restored, whichever is earlier.
- (c) The Parties acknowledge that Utility is required to address the interests of joint users of its Utility Facilities. Where there are joint users of a Utility Facility (or a part of it) that is the subject of a Rearrangement, Utility shall identify and notify LACMTA of all joint users of such Utility Facility prior to commencing any work with respect to that Rearrangement and Utility shall be responsible for addressing any applicable joint users' interests when exercising its rights under this Agreement.

2.5 Coordination of Utility Activities

- (a) If Utility plans to undertake any Adjacent Work, Utility will coordinate the design and performance with LACMTA so that such Adjacent Work will not interfere with, disrupt or delay the design, construction, operation or maintenance of the applicable Transit Project or the Design and Construction of a Rearrangement by LACMTA including by:
 - (i) complying with the terms of this Section 2.5 and LACMTA's standard procedures for Adjacent Works;
 - (ii) delivering copies of all designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the Adjacent Work and to approve the final designs and plans for the Adjacent Work; and
 - (iii) if LACMTA reasonably determines and notifies Utility that the Adjacent Work will, in whole or in part, interfere with, disrupt or delay the design, construction, operation or maintenance of the applicable Transit Project, conditioning the implementation of the Adjacent Work (or relevant part of it) on scheduling adjustments and/or other modifications as LACMTA deems appropriate to ensure its Transit Project Schedule will not be directly delayed by the proposed Adjacent Work.
- (b) The terms of this Section 2.5 shall not apply in Emergency (as the term is defined herein) situations; however, in such situations Utility will coordinate with LACMTA to the extent feasible in light of the

circumstances, subject to all related safety requirements described in this Agreement and any applicable Work Order.

- (c) Utility will, and will ensure that any Utility Contractor performing any Adjacent Work and/or Construction and maintenance of any Rearrangement under the terms of this Agreement or a Work Order, is obligated under contract and/or a permit process to:
 - (i) fully co-operate and coordinate with LACMTA and the LACMTA Contractors including:
 - (A) attending interface definition and coordination meetings upon reasonable request; and
 - (B) providing any other interface data reasonably requested by LACMTA or the relevant LACMTA Contractor and necessary to complete interface coordination;
 - (ii) perform the work so as to minimize any interference with or disruption or delay to construction, operation or maintenance of the Subject Transit Project or the Design and Construction of a Rearrangement;
 - (iii) comply with LACMTA's or the relevant LACMTA Contractor's site access, track allocation/work permit procedures and work health and safety policies and procedures; and
 - (iv) promptly advise LACMTA of all matters arising out of the work that may interfere with, disrupt, delay or otherwise have an adverse effect upon the Subject Transit Project or Rearrangement.

2.6 Governmental and Lender Requirements

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

2.7 Discretions

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

ARTICLE 3. DESIGN

3.1 Design Responsibilities

- (a) Except to the extent of any Design work requested to be performed or to be performed by Utility under Section 3.1(b) (Design Responsibilities), LACMTA will (directly or through LACMTA Contractors) design all Rearrangements and produce all Design Documentation relevant to those Rearrangement works in accordance with the terms of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor.
- (b) LACMTA may request and authorize Utility to Design a Rearrangement and provide Design Support with respect to that Rearrangement or to provide Design Support and perform Design-related activities with respect to the Design of a Rearrangement prepared by LACMTA under Section 3.1(a) (Design Responsibilities), in each case pursuant to the procedures set out under Section 2.2 (Work Orders). A Form 60 submitted by Utility in accordance with this Section 3.1(b) and Section 2.2 (Work Orders) shall estimate the total effort required to perform the requested Design, Design Support

and/or other Design-related activities and shall attach the schedule prepared in accordance with this Agreement and agreed by the Parties for the performance of the requested Design, Design Support and/or other Design-related activities. Utility must diligently perform and shall ensure that any Utility Contractors diligently perform, the Design, Design Support and/or other Design-related activities authorized under a Work Order in accordance with the terms of that Work Order and this Agreement. Utility shall be responsible for any errors and omissions in any Design Documentation prepared by Utility or a Utility Contractor.

- (c) Without prejudice to the scope of and timelines for any Design Support services agreed under Section 3.1(b) (Design Responsibilities), within 60 days after Utility's receipt of written request from LACMTA, Utility shall identify and disclose to LACMTA the nature and location of all Utility Facilities which are located under or over Transit Project Right-of-Way and on adjacent public street right-of-way, whether or not Abandoned, and such other information as may be requested by LACMTA with respect to the identification of the nature and location of all Utility Facilities. Any Form 60 submitted by Utility to LACMTA in accordance with Section 2.2 (Work Orders) for Design Support services with respect to the identification of existing Utility Facilities shall comply with the following:
- (i) where potholing of existing Utility Facilities for the purpose of Design verification is agreed by the Parties as a Design Support service: (A) such potholing activities shall be shown in the applicable Form 60 as an 'Other Direct Cost (ODC)'; (B) preparation and execution of the related potholing work plan shall be considered a Design Support activity; and (C) submission of the applicable Form 60 shall indicate: whether the scope involved is to excavate a trench of certain width, length, and depth; use of ground penetrating radar where physical ground disturbance may be problematic; whether traditional drilled holes with vacuum extraction of soil is the recommended method of exploration; that the findings shall be presented in a brief report by a qualified utility engineer; coordination activities such as USA/SC ("DigAlert") markings, obtaining a public works street-use type permit; and
 - (ii) where Utility is requested to provide LACMTA as-built Utility plans and records as a matter of routine course of conducting business with LACMTA, such as during the Planning Phase of a Transit Project (as opposed to the Design Development phase) this shall be at no cost to LACMTA.
- (d) Prior to submitting a Form 60 to LACMTA with respect to any Design work for a Rearrangement to be performed by Utility in accordance with Section 3.1(b) (Design Responsibilities), Utility will arrange a documented working group meeting amongst all applicable stakeholders (including the local City public works "Utility Coordination" representative) to agree the scope of the Rearrangement and the Design work required with respect to the Rearrangement.
- (e) Where Utility is responsible for the Design of a Rearrangement, Utility shall coordinate with the local City public works "Utility Coordination" representative, to apply for and obtain all necessary permits and approvals from all local jurisdictions in order to perform the Construction of that Rearrangement.
- (f) Following issuance of a Work Order for the performance by Utility of Design work for a Rearrangement, LACMTA will provide to Utility the Subject Transit Project plans and other information relevant to the Design work if available.

3.2 Design Requirements

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

- (a) the Design requirements set out in this Agreement and any applicable Work Orders;
- (b) all Governmental Approvals and Applicable Law; and

- (c) subject to Section 3.5 (Utility Standards), the Utility Standards or, in the case of those Rearrangements of Utility Facilities that will cross over, above or below a Transit Project Right-of-Way, the applicable requirements in the most recent version of Metro's Rail Design Criteria or contract specifications for the Subject Transit Project (as applicable).

3.3 Design Review Procedure

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

3.4 Design Development

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

3.5 Utility Standards

At the procedural stage when Metro issues a Work Order Authorization, Utility shall identify and reach consensus with Metro regarding the specific utility standards that will apply to the design and construction of the Rearrangement(s) under the Work Order. Once agreed upon by the Parties, any deviations from said utility standards are prohibited without the express consent of both Parties.

- (a) Any changes or additions to the Utility Standards applicable to a Rearrangement:
 - (i) after notification under Section Error! Reference source not found. (Utility Standards), requires prompt written notice from Utility (and in any case within 15 days' of adoption), with supporting information including the formal date of adoption and, in the case where Utility is responsible for the Design of the applicable Rearrangement under Section 3.1 (Design Responsibilities), the schedule and cost impact to the applicable Design work; and
 - (ii) after the establishment of the Basis of Design for that Rearrangement, shall be considered a "Betterment" for the purposes of this Agreement.
- (b) Utility agrees that it shall not adopt any new Utility Standard(s) or otherwise amend or supplement any existing Utility Standards or its interpretation or application of any existing Utility Standards for the sole or primary purpose of affecting a Subject Transit Project or Rearrangement. All Utility Standards shall be applied to the Rearrangements hereunder in the same manner as they are applied by Utility to standalone projects that are financed primarily by Utility or projects constructed by Utility's in-house crews or Utility Contractors.

- (c) Without prejudice to the other terms of this Section 3.5, with respect to both Design and Construction of a Rearrangement, in interpreting applicable Utility Standards, and in exercising any discretion granted by applicable Utility Standards, the Parties shall make such interpretations and exercise such discretion in a manner so as to impose the minimum requirements necessary to comply with Applicable Law. Any Design or Construction issues affecting Rearrangements which are not addressed by applicable Utility Standards shall be resolved in such a manner as to impose the minimum requirements necessary to make a Replacement Facility the equivalent (in terms of level of service, capacity, service life, capability, appearance, efficiency and function) to the Conflicting Facility it replaces and to otherwise minimize Rearrangement work.

3.6 Changes to Design

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

3.7 Permits

- (a) Although Metro as a State governmental agency established under the California Public Utilities Code is, generally, not subject to local government approval and permitting requirements, after approval of the Final Design of a Rearrangement in accordance with this ARTICLE 3 the Party performing the Design work for the Rearrangement or the Applicable Contractor shall obtain all necessary Governmental Approvals, Railroad PUC permits and required track allocation request approvals for the Construction of the Rearrangement; provided, however, LACMTA shall be responsible for obtaining (or causing its LACMTA Contractor(s) to obtain) all such Governmental Approvals that may be required for any Construction to be performed by LACMTA or its LACMTA Contractor(s) in accordance with ARTICLE 4 (Construction) whether or not it performed the Design work for the Rearrangement. Each Party shall use reasonable efforts to assist the other Party in securing any necessary Governmental Approvals. Without prejudice to Sections 3.2 (Design Requirements) and 4.2 (Construction Requirements), each Party shall comply with the terms of all applicable Governmental Approvals in carrying out its work under this Agreement.
- (b) Where the Subject Transit Project is "federalized" (use of federal funds as notified by LACMTA to Utility in accordance with Section 2.6 (Governmental and Lender Requirements)) and Utility has been requested to perform Design work in accordance with Section 3.1(b) (Design Responsibilities), Utility acknowledges the requirements to process "Utility Agreements" and "R/W Certification" (as those terms are used in the LAPM) in accordance with Caltrans Local Assistance Procedures Manual (LAPM) Chapter 14 – Utilities, local agency internal City and public works adopted procedures and LACMTA's third party administration procedures (as published and notified to Utility from time to time).

ARTICLE 4. CONSTRUCTION

4.1 Construction Responsibilities

- (a) Utility shall perform (through a Utility Contractor or in-house construction crews) all Construction for each Rearrangement, unless, during the Design phase, LACMTA and Utility mutually agree that LACMTA shall perform all or part of the Construction for a Rearrangement. The Party performing Construction may perform such Construction either prior to construction of the Subject Transit Project,

concurrently with such construction, or through a combination of said alternatives, as mutually agreed by the Parties, taking into account the contracting methodology selected by LACMTA for the Subject Transit Project as referenced in Section 1.1(b) (Scope of Agreement) and the project schedule for the Subject Transit Project, as referenced in Section 2.3 (Deadlines and Delays).

- (b) If agreed by the Parties under Section 4.1(a) (Construction Responsibilities) that LACMTA (or a LACMTA Contractor) shall perform the Construction of a Rearrangement, LACMTA may request and authorize Utility to provide Construction support services and related activities with respect to the Construction of that Rearrangement, pursuant to the procedures set out in Section 2.2 (Work Orders) and Utility agrees to coordinate its efforts and cooperate with the relevant LACMTA Contractor(s) performing Construction and to diligently perform and to ensure that any Utility Contractor diligently performs, all such Construction support services and related activities, in accordance with the terms of the applicable Work Order and this Agreement.
- (c) LACMTA shall be responsible for all claims and stop notices or mechanic's liens filed by LACMTA Contractors for Construction work performed on Utility Facilities. Utility shall be responsible for all claims and stop notices or mechanic's liens filed by Utility Contractors for Construction work performed on Utility Facilities.

4.2 Construction Requirements

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

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

4.3 Rights-of-Way

- (a) The Parties will determine during Design Development whether replacement rights-of-way are needed for the relocation of Conflicting Facilities. Replacement rights of way, if needed, will be acquired by LACMTA or Utility following approval by the Parties of the location and type of such replacement rights-of-way. When reasonably possible [and where the Utility Facilities being Rearranged are located in a public right-of-way,] a Rearrangement shall be located in existing public rights-of-way. [Where Utility requires replacement rights-of-way within Transit Project Right-of-Way owned by LACMTA, LACMTA shall be responsible for providing such replacement rights-of-way.] If it is not reasonably possible for the Rearranged Utility Facilities to be located in existing public rights-of-way or in Transit Project Right-of-Way owned by LACMTA, appropriate private of rights of way will be identified and acquired by LACMTA; provided that the required rights-of-way shall be acquired so as not to impair LACMTA's schedule for the Subject Transit Project. Upon acceptance of the

applicable Replacement Facility, and where, if applicable, equivalent rights are granted to Utility, Utility shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all Utility real property interests (except franchise rights and except where Utility owns the property in fee) being taken out of service by the Rearrangement, and for which replacement real property interests are provided.

- (b) Subject to the other terms of this Section 4.3, any cost associated with Utility acquiring any temporary construction easements or other real property rights (including for installation of temporary Utility Facilities) that are needed for any Construction of a Rearrangement performed by Utility shall be considered a "Cost" under this Agreement. LACMTA will be responsible for obtaining any temporary construction easements or other real property rights that are needed for Construction of a Rearrangement that LACMTA is performing and any cost associated with Utility using such easements or other rights shall be considered a "Cost" under this Agreement.
- (c) Within 60 days after request by LACMTA and as part of the Design Support performed by Utility, Utility shall furnish to LACMTA copies of any non-privileged, non-confidential agreements or other documents evidencing Utility's franchise, easements, or other existing rights in real property for its Utility Facilities that are located within the Subject Transit Project area. Utility's cost to provide such documentation shall be reimbursed by LACMTA as Design Support services under an authorized Work Order issued under Section 2.2 (Work Orders).
- (d) Except when there are already pre-existing license agreements between the Parties as to a right-of-way, without prejudice to Section 2.5 (Coordination of Utility Activities), each Party shall provide the other with a license to such Party's right-of-way located within or near the Transit Project Right-of-Way, in a form reasonably acceptable to such other Party, for the purpose of carrying out construction, operation or maintenance of the Subject Transit Project (in the case of a license granted to LACMTA) or operating or maintaining a Utility Facility (in the case of a license granted to Utility).
- (e) Real property interest Costs shall be invoiced separately from other Cost items, but shall be reimbursable to the extent provided in Sections 6.2 (Reimbursements to Utility) and 6.3 (Reimbursement and Credits to LACMTA).

4.4 Utility Construction of Rearrangements

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

- (a) Utility shall commence and diligently perform and shall ensure that any Applicable Contractor commences and diligently performs, the Construction of such Rearrangement to completion as authorized by the Work Order, in accordance with the terms of this Agreement and the Work Order and the work schedule for such Construction set out in the Work Order. Utility acknowledges and agrees that the work schedule for such Construction shall coincide closely and be coordinated with LACMTA's schedule for the Subject Transit Project, including the schedule for Construction of Rearrangements of utility, cable, pipeline, and other facilities in the same segment or portion of the Subject Transit Project; provided, however, that the schedule for work by Utility shall allow Utility a reasonable period of time for performance of its responsibilities under this Agreement and the Work Order;
- (b) to the extent applicable, Utility shall include a copy of any standalone environmental clearance of the Rearrangement as an attachment to the Form 60 for that Rearrangement; and

- (c) the name of the Utility's or Utility Contractor's lead superintendent and/or project manager assigned to the Construction of a Rearrangement shall be provided to LACMTA in the applicable Form 60.

4.5 Construction Staging Plans

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

4.6 "As-Built" Drawings and Contract Documents

- (a) LACMTA and Utility shall each maintain a set of "as-built" plans of Rearrangements performed by LACMTA and Utility, respectively, during the progress of Construction. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within 90 days after completion of such work for each set of plans. All "as-built" plans (whether provided by LACMTA or by Utility) shall be native CAD files (including, for example, in Auto-Cad by Autodesk format or equivalent interoperable MicroStation version file format).
- (b) LACMTA and Utility agree to provide the other with electronic files of those final contract documents that they have prepared, or caused to be prepared, to govern the Construction of a given Rearrangement by their Applicable Contractor so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible.

4.7 Underground Service Alert

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

4.8 Hazardous Materials and Archaeological Remains

- (a) As between Utility and LACMTA, LACMTA shall be responsible, at its sole cost and expense, for the investigation of potential hazardous materials or Archaeological Remains within the Transit Project Right-of-Way that would directly impact construction of the Subject Transit Project.

- (b) Without prejudice to the terms of Section 3.7 (Permits), LACMTA shall prepare, at its sole cost and expense, all environmental impact reports/statements required by Applicable Law for the construction of each Transit Project.
- (c) Each Party shall provide the other Party with all information and documents relating to the existence of any hazardous material and/or Archaeological Remains within the Transit Project Right-of-Way or any site on which Construction work for a Rearrangement will be carried out promptly after becoming aware of such information or documents including, without limitation, any environmental impact reports or soil tests.
- (d) Where LACMTA is responsible for costs relating to the presence or existence of any environmental hazard under Section 6.2(c)(c) (Reimbursements to Utility), LACMTA will be responsible for the management, treatment, handling, storage, monitoring, remediation, removal, transport, and disposal of such environmental hazard ("Remedial Action"). Utility shall not commence Construction of any Rearrangement until: (i) LACMTA has completed the required Remedial Action in accordance with this Section 4.8(d); or (ii) LACMTA issues a Work Order pursuant to Section 2.2 (Work Orders) authorizing Utility or a Utility Contractor to carry out such Remedial Action. For the avoidance of doubt, to the extent an environmental hazard is caused by, arises out of, or as a consequence of, any action of Utility or a Utility Contractor, LACMTA will not be responsible for any Remedial Action under this Section 4.8(d) or for costs under Section 6.2(c) (Reimbursements to Utility).
- (e) Utility shall promptly, and before the environmental hazard is disturbed, notify LACMTA of any environmental hazard encountered in carrying out Construction under this Agreement. If: (i) pursuant to Section 4.8(d) (Hazardous Material and Archaeological Remains), LACMTA is responsible for any Remedial Action with respect to such environmental hazard, LACMTA shall: (A) promptly commence such Remedial Action; or (B) issue a Work Order pursuant to Section 2.2 (Work Orders) authorizing Utility or a Utility Contractor to carry out such Remedial Action; or, (ii) the environmental hazard was caused by, arises out of, or as a consequence of, any action of Utility or a Utility Contractor, Utility shall promptly commence any Remedial Action required under Environmental Law. Utility shall suspend Construction work (excluding any Remedial Action, if applicable) at the site of the environmental hazard until the required Remedial Action is complete.
- (f) The Party discovering an environmental hazard shall make any required notifications to federal, state, and/or local agency(ies) in accordance with Applicable Law (with a copy to the other Party).
- (g) If Archaeological Remains are encountered by Utility in carrying out Construction under the terms of this Agreement, Utility must:
 - (i) immediately report the discovery to the LACMTA Representative;
 - (ii) ensure that the Archaeological Remains are preserved and protected in place and not disturbed further including by halting Construction work in the vicinity of the Archaeological Remain, if necessary;
 - (iii) comply with all requirements of Governmental Entities and any directions of the LACMTA Representative in relation to the Archaeological Remains; and
 - (iv) continue to perform the Work, except to the extent otherwise: (A) directed by the LACMTA Representative; (B) ordered by a court or tribunal; or (C) required by Applicable Law.
- (h) All Archaeological Remains found on or under the surface of the Transit Project Right-of-Way will, as between the Parties, be the absolute property of LACMTA and LACMTA shall be responsible for making any required notifications to federal, state, and/or local agency(ies) in accordance with Applicable Law.

4.9 Inspection and Acceptance

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

4.10 Maintenance

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

ARTICLE 5. BETTERMENTS

5.1 Procedure

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

- (a) each Design furnished by Utility under the terms of this Agreement shall specifically identify any Betterments included in such Design and where Betterments are identified, shall be accompanied by a completed Potential Notice of Betterment Form submitted for LACMTA's review and approval; and
- (b) if LACMTA identifies a Betterment included in Designs furnished by Utility or in comments provided by Utility on LACMTA-completed Designs, LACMTA will notify Utility during the Design review process and within 30 days of delivery of that notice, Utility will: (i) withdraw the relevant comment or Design; or (ii) submit a request for the applicable Betterment by submitting a Potential Notice of Betterment Form for LACMTA's review and approval. If Utility fails to respond within 30 days of a notice delivered by LACMTA under this Section 5.1(b), the comment or Design will be deemed to be withdrawn provided that such withdrawal shall be without prejudice to Utility's right to submit the Betterment under a subsequent Potential Notice of Betterment under this Section 5.1.

5.2 Cost and Performance

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

activity relating to a Betterment shall not constitute the agreement of LACMTA to make any payments to Utility with respect to that Betterment.

5.3 Right to Refuse

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

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

ARTICLE 6. SALVAGE, REIMBURSEMENT AND CREDITS

6.1 Disposition of Salvaged Materials

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

6.2 Reimbursements to Utility

- (a) Except with respect to Betterments and Rearrangements performed by Utility pursuant to a franchise agreement for a non-LACMTA project, and without prejudice to Section 3.5(c) (Utility Standards), LACMTA will reimburse Utility for Costs incurred for work performed by Utility or the Utility Contractors under a Work Order in accordance with the terms of this Agreement and the applicable Work Order provided that:
 - (i) LACMTA's obligation to reimburse Utility for Costs is subject to the limitations established under Applicable Law and under the terms of this Agreement, including the limitations established in Section 3.1(c)(ii) (Design Responsibilities), Section 3.5(c) (Utility Standards), this ARTICLE 6 and ARTICLE 7 (Billings);
 - (ii) the Parties acknowledge that pursuant to Applicable Law, LACMTA is responsible for performing or for reimbursing Utility's Costs to perform, Rearrangements in a manner that maintains the functioning of the applicable Utility Facility at its previous level of service; and
 - (iii) where a Subject Transit Project is federalized (use of federal funds on the Rearrangement as notified by LACMTA to Utility in accordance with Section 2.6 (Governmental and Lender Requirements)), reimbursements to Utility will, in addition to the terms of this Agreement, be subject to Applicable Law at the federal level.
- (b) Where LACMTA and Utility agree that the construction of a Subject Transit Project will eliminate the service need for a specific Conflicting Facility and the Rearrangement to be performed under the

applicable Work Order is to be limited to the removal or elimination of the Conflicting Facility, LACMTA will only be responsible for any Costs incurred in Abandonment of such Conflicting Facility by Utility.

- (c) LACMTA will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any Utility Facility, including but not limited to, any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or any LACMTA Contractor caused the environmental hazard through its actions.
- (d) Utility will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any Utility Facility, including but not limited to, any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless Utility or any Utility Contractor caused the environmental hazard through its actions.

6.3 Reimbursements and Credits to LACMTA

- (a) LACMTA shall receive a credit against work performed by Utility under this Agreement at LACMTA's expense, and for Betterments. The amount of credits shall be determined in accordance with this Section 6.3. All credits pertaining to a particular Rearrangement or other item of work hereunder shall be reflected on the applicable invoice(s) submitted by Utility.
- (b) Where LACMTA performs work under this Agreement, LACMTA shall receive compensation from Utility (by credit or payments in accordance with this Section 6.3) for costs incurred by LACMTA for Betterments, and for any other costs incurred by LACMTA that are Utility's responsibility pursuant to this Agreement. The amount of compensation shall be determined in accordance with this Section 6.3. To the extent possible, LACMTA may take such compensation in the form of credits against amounts owed by LACMTA to Utility in connection with the Rearrangement for which the compensation is owed. LACMTA shall invoice Utility for any remaining amounts due in accordance with Section 7.2 (Procedures for LACMTA Billings to Utility), and Utility shall make payments to LACMTA in accordance with Section 7.1 (Procedures for Utility Billings to LACMTA).
- (c) Only for purposes of determining the amounts due from Utility to LACMTA (as a credit or payment) pursuant to this Section 6.3, the term "cost" is defined as all actual, allowable and reasonable direct and indirect costs incurred by LACMTA and attributable to activity or work performed or materials acquired in performing a task pursuant to this Agreement. Subject to the foregoing, direct costs shall include allowable direct labor, equipment and materials costs spent specifically for work performed under this Agreement, and shall include but not be limited to those associated with Design, project review, construction management, permit fees, inspection, processing, remediation plan development and implementation, real property acquisition and contract administration. Indirect costs shall include administrative and overhead costs at the rate therefore established by LACMTA from time to time. LACMTA shall maintain its standard forms of records showing actual time expended and costs incurred.
- (d) The amount of credits or payments, as applicable, due to LACMTA shall be determined by agreement based upon Utility's applicable books, records, documents and other data. In addition, LACMTA and Utility may conduct an inspection survey and/or inventory of a Conflicting Facility during the Design Development process. Pursuant to a Work Order authorized under to Section 2.2 (Work Orders), Utility shall provide LACMTA, to the extent such exist and are known and available, with drawings, plans or other records necessary to conduct such survey or inventory pursuant. Surveys shall describe the physical attributes of the Conflicting Facility such as number, length, diameter,

dimensions, and type of material. The results of such survey shall also be applied in the determination of Betterments, as necessary.

- (e) As applicable, credit shall be allowed or Utility shall pay for Betterments in accordance with this Section 6.3. The amount of a Betterment payment, if any, shall be the estimated cost of the Replacement Facility, less the estimated cost of the Conflicting Facility. The amount of Betterment credit, if any, shall be a fixed amount determined by the Parties during Design Development based upon estimates provided by Utility and agreed to by LACMTA under a Potential Notice of Betterment Form.

ARTICLE 7. BILLINGS

7.1 Procedures for Utility Billings to LACMTA

- (a) Utility shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by Utility under a Work Order:
 - (i) Utility shall commence its quarterly billing (in an electronic format where possible) within no more than 60 days following the commencement of work under a specific Work Order and shall bill monthly thereafter;
 - (ii) each billing shall: (A) be addressed to the LACMTA Representative; (B) include a "Project Labor Report" identifying by task both Utility staff (and applicable consultant) hours charged for administrative, design, inspection and management services and Utility direct field labor; (C) specify all Costs incurred for that billing period including copies of invoices and other supporting Cost data; (D) reflect any applicable credits due to LACMTA under this Agreement with respect to the Subject Transit Project applicable to the Work Order under which the billing is being submitted; (E) be noted as either "in-progress" or "final"; (F) include a certification that the Costs identified in such billing were appropriate and necessary to performance of the work under the Work Order and have not previously been billed or paid; and (G) include quarterly progress billing report prepared by the Utility lead project manager including a narrative description of the work for the prior billing period with a statement on work progress, schedule deviations, cost to complete, subcontractor utilization, DBE usage if any, and, where applicable, a statement on adherence to federal requirements. If requested by LACMTA, Utility shall provide a full description of any labor charges during the billing period that were not identified in the Project Labor Report;
 - (iii) the final billing, with a notation that all work covered by a given Work Order has been performed, shall be submitted to LACMTA within 120 days after completion of the work under the applicable Work Order, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and
 - (iv) after the expiration of the 120 day period described in Section 7.1(a)(iii) (Procedures for Utility Billings to LACMTA), LACMTA may notify Utility in writing that the 120 day closing billing period has expired, and upon Utility's receipt of such Notice from LACMTA, Utility shall have 60 days to submit its final invoice. If Utility fails to submit an invoice within such 60-day period, then LACMTA shall have no further obligation for payment to Utility with regard to any amounts due or payable under the applicable closed out Work Order.

- (b) Utility agrees to retain, or cause to be retained, for inspection and audit by LACMTA or other governmental auditors for the period required pursuant to Section 7.4 (Inspection and Audit), all records and accounts relating to the work performed by Utility under this Agreement and shall maintain separate records and accounts for each Work Order including signed individual labor time sheets clearly identifying of the Work Order number and the Subject Transit Project title; provided, however, that if any actions brought under the dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes) have not been finally resolved by the such deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

7.2 Procedures for LACMTA Billings to Utility

- (a) Where LACMTA is due a payment under the terms of this Agreement, LACMTA shall submit regular progress billings to Utility, which shall: (i) specify costs incurred for that billing period; (ii) bear the Subject Transit Project name and any related Work Order number; (iii) be supported by copies of data that support the costs incurred; and (iv) be addressed to the Utility Representative. Each billing shall be noted as either progress or final billing and shall include a certification that the charges identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid. The final billing, with a notation that all applicable work has been performed, shall be submitted to Utility as soon as practicable, but no later than 120 days following the completion of the work, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the costs identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid.
- (b) LACMTA agrees to retain, or cause to be retained, for inspection and audit by Utility or other governmental auditors for the period required pursuant to Section 7.4 (Inspection and Audit), all records and accounts relating to all work performed by LACMTA for Utility under this Agreement; provided, however, that if any actions brought under the dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes) have not been finally resolved by the foregoing deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

7.3 Payment of Billings

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

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

7.4 Inspection and Audit

For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term or such later date as is required under other terms of this Agreement or under Applicable Law, each Party (and its authorized representatives) will have such rights to review and audit the other Party and its non-privileged books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the Utility Standards at all times during normal business hours. Each Party shall bear its own costs and expenses in connection with undertaking any inspection and

audit, and in responding to an inspection and audit. Examination of a document or record on one occasion shall not preclude further review or reexamination of such document or record on subsequent occasions. By providing any of its records to the other Party for examination, the Party providing such records represents and warrants the accuracy in all material respects of all information it or its agents provides in connection with any audit by the other Party. If an audit shows that a financial adjustment is required, the Parties will use good faith efforts to agree to such adjustment. The rights granted pursuant to this Section 7.4 shall not obligate either Party to inspect or audit the other Party's records. The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains provisions acknowledging the rights of Utility or LACMTA (as applicable) under this Section 7.4.

ARTICLE 8. INDEMNITY AND INSURANCE

8.1 Indemnity

Each Party shall release, defend (with legal counsel subject to reasonable concurrence from the indemnified Party), indemnify, and hold harmless the other Party and its respective officers, agents, representatives, and employees from and against all third party liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance under this Agreement, except to the extent such liabilities, expenses, claims, losses, suits, or actions are proportionately caused by the negligence or willful misconduct of the indemnified Party, its officers, agents representatives, or employees.

8.2 Insurance

- (a) The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains:
 - (i) a provision requiring the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance naming Utility and LACMTA as additional insureds; and
 - (ii) unless otherwise mutually agreed by the Parties, the requirement for: (A) construction general contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 in combined single limit (CSL) in auto liability; and \$5,000,000 excess/umbrella liability; and (B) design contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 (CSL) in auto liability; \$1,000,000 in professional liability and \$5,000,000 excess/umbrella liability.
- (b) Each Party must:
 - (i) give the other Party 20 days' notice prior to any reduction in scope or cancellation or expiration of any insurance procured by it under this Section 8.2;
 - (ii) give the other Party 20 days' notice prior to it agreeing to a reduction in scope or the cancellation or expiration of any insurance procured by a LACMTA Contractor or Utility Contractor (as applicable) under this Section 8.2; and
 - (iii) notify the other Party within five days if it receives a notice from a LACMTA Contractor or Utility Contractor (as applicable) of the expiration of any insurance procured under this Section 8.2.

- (c) If Utility is itself performing work for a Rearrangement, Utility may self-insure and agrees to protect LACMTA, its officers and employees at the same level with respect to types of coverage and minimum limits of liability as LACMTA would have required of third party insurance, and Utility agrees that such self-insurance shall include all duties, obligations and responsibilities of an insurance company with respect to any claim made under such self-insurance program. At least 30 days prior to the implementation of any self-insurance program, Utility shall provide to LACMTA certification that Utility meets the requirements of this Section 8.2. If Utility does not self-insure in accordance with this Section 8.2(c), Utility shall itself obtain insurance complying with the requirements of Sections 8.2(a) (Insurance) and 8.2(b) (Insurance).

ARTICLE 9. RESOLUTION OF DISPUTES

9.1 Attempt to Resolve

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

9.2 Continuation of Performance

- (a) The existence and details of a Dispute notwithstanding, both Parties shall continue, without delay, their performance under this Agreement, except for any performance which LACMTA, in its sole and reasonable discretion, determines should be delayed as a result of such Dispute. LACMTA shall continue to pay sums due and payable and not in Dispute, during any such period of continued performance.
- (b) If a Party fails to continue its performance under this Agreement, then any additional costs which may be incurred by the other Party as a result of said failure to continue to so perform shall be borne by the non-performing party.

9.3 Resolution Processing

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

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

9.4 Documentation of Disputes

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

ARTICLE 10. MISCELLANEOUS

10.1 Force Majeure

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

10.2 Approvals, Further Documents, and Actions

- (a) Any determination, acceptance, approval, consent, permission, satisfaction, agreement, waiver, authorization or any other similar action (collectively, "**Approval**") required or permitted to, be given by any Party pursuant to this Agreement or any Work Order:
 - (i) must be in writing to be effective (except as otherwise specifically allowed by this Agreement); and
 - (ii) shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval.
- (b) The Parties agree to execute such further documents, agreements, instruments, and notices, and to take such further actions, as may be necessary or appropriate to effectuate the transactions contemplated by this Agreement.

10.3 Notices

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

To Utility:

Level 3 Communications (Brand name "Lumen Technologies")
1550 Marlborough Ave
Riverside, CA 92507
Attn: Bryan Church, Field OSPE

And Copy To:

Digital communication of notices to: relocations@lumen.com; bryan.church@lumen.com; and cc to: clem.helmstetter@lumen.com Reference Project # P-230066

With a copy for default notices only to:

Lumen Technologies (Level 3)
931 14th Street
Denver, CO 80202
Attn: Law Department

To LACMTA:

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

With a copy to:

Senior Executive Officer, Real Estate
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 22nd Floor
Los Angeles, CA 90012
Email: rockwellh@metro.net
Attn: Holly Rockwell

County Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 24th Floor
Los Angeles, CA 90012
Email: saferc@metro.net
Attn: Charles Safer, Assistant County Counsel

- (b) Any notice served personally shall be deemed delivered upon receipt, and any notice served by U.S. certified mail or by recognized overnight mail or courier service shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service, courier service or other person making the delivery, and any notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to this Section 10.3). All notices (including by email communication) delivered after 5:00 p.m. PST will be deemed delivered on the first day following delivery that is not a Saturday, a Sunday, or a federal public holiday. Utility or LACMTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice given to the other Party in accordance with this Section 10.3.
- (c) The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each such alternate procedure shall be described, in writing and signed by the LACMTA Representative and by the Utility Representative.

10.4 Assignment; Successors and Assigns

A Party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party unless this Agreement expressly provides otherwise; provided,

however, said consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement is binding upon and will inure to the benefit of LACMTA and Utility and their respective successors and permitted assigns.

10.5 **Waiver**

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

10.6 **Entire Agreement and Modification**

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

10.7 **Time**

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

10.8 **Governing Law and Jurisdiction**

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

10.9 **Severability**

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

10.10 **Counterparts**

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

10.11 **Limitation on Third Party Beneficiaries**

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

10.12 **Survival**

The representations, warranties, indemnities, waivers and dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes), all payment obligations hereunder incurred prior to termination of this Agreement, and all other provisions that by their inherent nature should survive termination of this Agreement, shall survive the termination of this Agreement for the period of the applicable statute of limitations.

10.13 Confidential Information

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

ARTICLE 11. DEFINITIONS AND INTERPRETATION

11.1 Definitions

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

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

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

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

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

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

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

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

"Archaeological Remains" means any antiquities, fossils, coins, articles of value, precious minerals, cultural artifacts, human burial sites, paleontological and human remains, articles of scientific interest and other

similar remains of archaeological, paleontological or scientific interest discovered in any part of the Transit Project Right-of-Way.

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

- (a) the 60% Design Documentation for the Rearrangement approved (or deemed approved) by Utility under the terms of this Agreement;
- (b) the scope, specifications and requirements that form the basis of the applicable request for proposal issued by LACMTA for the part of the Subject Transit Project scope of work that includes or necessitates the Rearrangement; or
- (c) such other level of Design Development agreed in the applicable Work Order.

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

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

provided that the term "Betterment" shall exclude:

- (i) an upgrade, which the Parties agree, will be of direct and principal benefit to the construction, operation and/or maintenance of the Subject Transit Project;
- (ii) an upgrade resulting from Design or Construction in accordance with the applicable Utility Standards as set out in Section 3.5 (Utility Standards) and any changes or additions to those Utility Standards notified to LACMTA prior to the establishment of the Basis of Design for the Rearrangement and that have not been adopted by Utility in breach of Section 3.5(a) (Utility Standards);
- (iii) measures to mitigate environmental impacts identified in the Subject Transit Project's final environmental impact report or statement and any supplemental environmental reports for the Subject Transit Project;
- (iv) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size; or
- (v) an upgrade that is the consequence of changes made by LACMTA or a LACMTA Contractor after the establishment of the applicable Basis of Design for the Subject Transit Project.

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

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

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

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

"Construction" means all construction activities related to a Rearrangement including the removal, demolition, replacement, restoration, alteration or realignment of Conflicting Facilities and the procurement, installation, inspection and testing of Replacement Facilities including temporary and permanent materials and equipment. "Construct" shall be construed accordingly.

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

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

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

"CPUC" means the California Public Utilities Commission.

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

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

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

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

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

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

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

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

"Emergency" means an unexpected situation that poses an immediate danger to health, life, property, or environment and that requires immediate action. An example of an Emergency situation includes, but is not limited to, damage to a fiber optic cable which supports governmental services. "Emergencies" shall be construed synonymously.

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

"Facility" means real or personal property identified within the route of a Transit Project, such as structures and improvements located on public rights-of-way under the jurisdiction of the County, City, public or private Utility, or LACMTA including streets, highways, bridges, or alleys. Examples of facilities include: storm drains, sanitary sewers, landscaping, trees, traffic signals, street lights, parking meters, police and fire alarm systems, manholes, poles, anchors, ducts, cables, structures, utility boxes, communications facilities, cables, and fibers.

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

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

- (a) war, civil war, invasion, violent act of foreign enemy or armed conflict or any act of terrorism;
- (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by affected Party;
- (c) ionizing radiation unless the source or cause of the ionizing radiation is brought to or near the Project Site by the affected Party;

- (d) any fire, explosion, unusually adverse weather, flood or earthquakes;
- (e) any named windstorm and ensuing storm surges, including the direct action of wind originating from a named windstorm;
- (f) any riot or civil commotion;
- (g) any blockade or embargo;
- (h) epidemic, pandemic or quarantine; or
- (i) any official or unofficial strike, lockout, go-slow or other dispute, generally affecting the construction industry or a significant sector of it,

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

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

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

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

"LACMTA" is defined in the Preamble.

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

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

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

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

"Normal" Submittal is defined in Section Error! Reference source not found. of Exhibit 1 (Submittal Review Procedure).

"Notice" means any communication under this Agreement including any notice, consent, approval, request, and demand.

"Package" means each package of Design Documentation submitted in accordance with this Agreement.

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

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

"Potential Notice of Betterment Form" means the form set out in Part C of Exhibit 3 (Forms).

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

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

"Rearrangement" means the work of relocation, removal, rearrangement, Abandonment or Protection-in-Place of a Conflicting Facility or a part of it, whether permanent or temporary, which LACMTA determines in its sole, reasonable discretion is necessary in order for a Transit Project to comply with Applicable Law or otherwise which LACMTA and Utility mutually agree is necessary in order to accommodate construction, operation, maintenance or use of a Transit Project. "Rearranged" will be construed accordingly.

"Reduced Submittal" is defined in Section Error! Reference source not found. of Exhibit 1 (Submittal Review Procedure).

"Remedial Action" is defined in Section 4.8(d) (Responsibility for Remedial or Protective Action).

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

"Service Life" means total useful life of a Utility Facility in years after it is first constructed and functional for the intended service or conveyance, except for any segment of the Utility's service, distribution, or transmission lines, regardless of the length of time involved.

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

"SSPWC" means Standard Specifications for Public Works Construction.

"Subject Transit Project" when referenced generally, means a Transit Project involving or likely to involve a Rearrangement; or when referenced in connection with a particular Rearrangement, means the Transit Project which necessitates such Rearrangement; provided, however, that if LACMTA enters into more than

one LACMTA Contract for construction of a particular Transit Project, then where the context so requires, the term "Subject Transit Project" shall refer to that portion of such Transit Project which is being Constructed by a particular LACMTA Contractor and which necessitates such Rearrangement.

"Submittal Review Timetable" means the timetable for review of submittals set out in Section Error! Reference source not found. of Exhibit 1 (Submittal Review Procedure).

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

"Transit Projects" means the design, construction, operation and/or maintenance of light rail, heavy rail (including subway) Busway, tram, or other related systems proposed by LACMTA as public works or public transportation type projects to predominately move passengers in a large metropolitan city-county environment and includes:

- (a) the design and construction work undertaken by or at the direction of the LACMTA in order to create either a new system or to modify, alter, extend or maintain an existing Transit Project, whether or not such work is described in the Recitals;
- (b) the LACMTA proposed projects and systems described in the Recitals; and
- (c) Freeway High Occupancy Toll (HOT) lanes related projects (including Express Lanes/Fastrak, etc.) undertaken by or at the direction of LACMTA,

and "Transit Project" shall mean any one of such projects.

"Transit Project Facility" means a Facility that is a component of or an appurtenance to a Transit Project including a station, the rail trackage infrastructure, a related maintenance facility, signaling and train control system.

"Transit Project Right-of-Way" means:

- (a) real property owned (or intended for acquisition) by LACMTA and used (or proposed to be used) for Transit Project purposes; and
- (b) those portions of public streets or rights-of-way on which are located (or proposed to be located) any Transit Project Facilities or which are otherwise used (or proposed to be used) by LACMTA for Transit Project purposes.

"Utility" is defined in the Preamble.

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

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

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

- (a) under the ownership or operating jurisdiction of Utility;

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

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

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

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

11.2 Construction and Interpretation

- (a) In this Agreement unless otherwise expressly stated:
 - (i) headings are for convenience only and do not affect interpretation;
 - (ii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement or such other agreement, instrument, or document as amended or supplemented from time to time;
 - (iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);
 - (iv) subject to Section 11.2(a)(v) (Construction and Interpretation), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;
 - (v) reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);
 - (vi) a reference to a person includes such person's permitted successors and assigns;
 - (vii) a reference to a singular word includes the plural and vice versa (as the context may require) and the masculine, feminine and neuter genders shall each be deemed to include the other or others whenever the context so indicates;
 - (viii) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively and the word "or" is not exclusive;
 - (ix) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay and "shall" when stated is to be considered mandatory; and

- (x) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".
- (b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

[AGREEMENT SIGNATURES APPEAR BELOW]

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

UTILITY: LEVEL 3 COMMUNICATIONS, LLC

Field Operations Manager:

APPROVED AS TO FORM:

By (Signature): Pablo Mercado
Pablo Mercado (Aug 5, 2024 10:12 PDT)
Print Name: Pablo Mercado
Print Title: SR MGR Field Ops
Date Signed: digital date above

By: Michael Casey
Michael Casey (Aug 5, 2024 10:42 PDT)
Print Name: Michael Casey
Print Title: MGR Construction Reimbursement
Date: digital date above

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION:

Chief Program Management Officer:

APPROVED AS TO FORM:

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

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

EXHIBIT 1

Submittal Review Procedure

1. DESIGN BY UTILITY

1.1 If LACMTA and Utility mutually agree that Utility or its contractor shall Design a particular Rearrangement, Utility shall Design each Rearrangement, as well as provide Design Support. Prior to commencing Design, Utility shall submit a Form 60 to estimate the Design and Design Support total effort. Utility shall proceed with Design of such Rearrangement in accordance with the following:

1.2 Utility shall diligently perform its Design work in conformance with the Design schedule for the Rearrangement that is mutually agreed upon by LACMTA and Utility, subject to Section 2.3.6. Utility shall coordinate with LACMTA as is necessary to develop plans satisfactory to both MTA and Utility for each Rearrangement, with appropriate traffic control plans, subject to the requirements of this Agreement. The schedule for Utility's completion of Design, coordination requirements, review procedures, and related provisions shall be included as attachments to the Work Order, which shall also include the not-to-exceed cost of completing the Design of the specific Rearrangements based upon the Form 60. Betterments shall be addressed in accordance with Article 5.

1.3 Utility shall prepare a complete set of Design plans, traffic control plans, and specifications for each Rearrangement, together with (a) Utility's itemized estimate of the total Cost of work, and (b) an estimate of the time needed to perform the required Rearrangement Construction. During Utility's Design process for each Rearrangement, LACMTA shall have the right to review and comment on the plans and specifications as well as on the Cost and time estimates. In order to facilitate such review, Utility shall submit to LACMTA its Design product for each Rearrangement at the completion of the Preliminary Engineering and Design Development phases; provided, however, that LACMTA shall provide any comments on such Design products to Utility within 30 days after receipt, and if LACMTA comments are not received by Utility within the thirty (30) day period, Utility's Design plans and specifications shall be deemed approved. All final Designs, including time and cost estimates, shall be subject to MTA's written approval. Unless otherwise expressly provided for herein, Utility may not change the plans and specifications prior to or during the progress of Construction, except with prior written concurrence of LACMTA, LACMTA's review and approval of any Design furnished by Utility shall be solely for purposes of assessing compatibility of the Rearranged Utility Facilities with the Subject Transit Project, coordination with LACMTA's work on the Subject Transit Project, and Cost issues. LACMTA has and undertakes no duty to review such Designs for their quality, suitability for the intended purpose or for the adequacy of Rearranged Utility Facilities (as designed) for the purposes for which they are intended to be used.

1.4 Utility shall be responsible for errors in and omissions from any Designs prepared or provided by Utility, its consultants or contractors.

1.5 Utility shall apply and obtain all necessary permits and approvals from all local jurisdictions in order to perform work.

1.6 The following scheduling provisions shall apply:

(a) Utility shall deliver the Final Design for each Rearrangement to LACMTA for its review and approval in accordance with the schedule established in the applicable Work Order authorizing such Design work.

(b) As soon as reasonably practicable, Utility shall submit to LACMTA any modified Design necessitated by LACMTA's review and comments pursuant to Section 1.3, but not later than thirty (30) days, or such later date as the Parties may mutually agree, after Utility's receipt of LACMTA's comments.

1.7 Following any modification by LACMTA of Construction plans for the Subject Transit Project, Utility shall have a reasonable amount of time, as the Parties may mutually agree, in which to complete redesign of its Rearrangements. Each Party shall reasonably exercise its right to approve the timing for submittals of a revised Design, considering LACMTA's schedule for the Subject Transit Project, Utility's workload for carrying out its public utility duties, the type of Utility Facilities involved, the extent of the modification of the Construction plans for the Subject Transit Project, and the extent of the resulting changes necessary to the Rearrangement Design.

2. DESIGN PERFORMED BY LACMTA

2.1 If LACMTA and Utility mutually agree that LACMTA shall Design a specific Rearrangement, LACMTA shall issue Work Orders for Utility to review plans and specifications as required, and the following procedures shall govern:

2.2 Coordination of Design and the development of the Design plans and specifications shall be accomplished through the LACMTA Representative who shall confer from time to time with the Utility Representative, except to the extent that responsibility for same has been delegated to LACMTA's Contractors in accordance with Article 3.1.

2.3 LACMTA or its Contractor shall submit to Utility plans and specifications for each Rearrangement: at the Preliminary Engineering, Design Development and Final Design stages for Utility review/approval or comment consistent with the requirements of this Agreement; provided that the schedule for such submittals and responses shall conform to the following requirements:

(a) Within ten (10) business days after receipt of up to 3 Design submittals (the "Review for Completeness Period"),

(i) Utility shall inform LACMTA whether the submittal is sufficiently complete for Utility review purposes, and

(ii) if not sufficiently complete, Utility shall so notify LACMTA, or shall return the submittal to MTA together with a written identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies.

(b) The provisions of this Section 2.3 also will apply to any re-submittal of a Design. by LACMTA, whether in response to a Utility notice or return of an incomplete submittal, or in response to substantive Utility comments.

2.4 Utility's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with (a) the most recent previous submittal, modified as appropriate to respond to Utility comments on such submittal and to reflect any subsequent changes agreed to by Utility and LACMTA, or (b) earlier submittals which have been approved by Utility. However, Utility shall have the right to make new comments on any material changes from previous submittals. Approval shall run parallel with the Review of Completeness Period.

EXHIBIT 2

Inspection and Acceptance Procedure

1. INSPECTION DURING CONSTRUCTION

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

2. ACCEPTANCE PROCEDURE

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

EXHIBIT 3

Forms

Part A: Form 60 (Modified for URA)

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

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

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

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

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

Part B: Form of LACMTA-Utility Non-Disclosure Agreement

Non-Disclosure and Confidentiality Agreement – [Insert name of applicable Transit Project]

This Non-Disclosure and Confidentiality Agreement ("Agreement") is made effective as _____, 20__ (the "Effective Date") by and between Level 3 Communications, LLC, and the Los Angeles County Metropolitan Transportation Authority ("LACMTA"), (each a "Party" and collectively the "Parties").

RECITALS

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

NOW THEREFORE, the Parties hereby agree to the following:

AGREEMENT

1. DEFINITION OF INFORMATION AND SSI

Materials and information including indicative and draft drawings or design specifications ("Information") may be released by LACMTA to Utility in connection with the Purpose. All or part of the Information may be designated as Security Sensitive Information ("SSI") and confidential information or may be exempt from disclosure to the public or other unauthorized persons as provided under 49 CFR 1520.5(a) and/or California Government Code sec. 6254.

2. NON-DISCLOSURE/USE OF INFORMATION

2.1 The terms of this Section 2 are subject to Section 5 below.

2.2 Utility agrees to preserve the confidentiality of the Information, and shall not use it or permit it to be accessed or used, except for the Purpose as stated in this Agreement. Utility will take all reasonable and necessary steps to protect the Information and prevent disclosure of the Information to any unauthorized person. Any disclosure of the Information that is deemed necessary in connection with the Purpose shall be in accordance with the terms and conditions of this Agreement.

2.3 Utility shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication to any unauthorized person.

2.4 Utility shall manage, store, and use Information which is disclosed in a digital or electronic format in a secure platform (including password protection, encryption, and/or utilizing cyber-secured storage that prevents use and access by any persons not authorized to use/access such Information pursuant to the terms of this Agreement). Utility agrees that it will not copy, install or load any Information onto any platform that is connected to an internal or external system network, or to the internet, unless Utility has demonstrated to the satisfaction of LACMTA that the Information is protected with appropriate security protocols that ensure the security of the Information.

- 2.5 Utility shall not disclose or cause to be disclosed any Information to anyone, except to Utility's designated employees, agents, representatives, contractors, subcontractors, advisors or consultants who ("**Authorized Personnel**") (a) require direct access to the Information to assist Utility, or act on its behalf, in relation to the Purpose as stated in this Agreement; (b) are informed by Utility of the confidential nature of the Information and of the terms of this Agreement; and (c) have executed an acknowledgement of the terms of this Agreement in the form attached as Attachment A ("**Acknowledgement of Authorized Personnel**"). Upon request by LACMTA, Utility shall provide copies of each executed Acknowledgement of Authorized Personnel to LACMTA.
- 2.6 Utility shall be responsible for any act and/or omission of any Authorized Personnel in breach of this Agreement. If Utility becomes aware of any breach of the terms of this Agreement including, without limitation, that Information has been used or disclosed to a person other than the Authorized Personnel in violation of this Agreement, Utility shall: (a) give LACMTA notice of the use or disclosure within one business day of Utility's knowledge of the breach; (b) take all reasonable steps to recover the Information; and (c) obtain agreement by the person that received the Information that it will not disclose the Information to other person and will protect the Information from further disclosure.
- 2.7 If, upon receipt of the Information, Utility or any of its Authorized Personnel recognize that it/they (respectively) are competitors of LACMTA's consultant, contractor, or other third party provider that has developed the Information, Utility shall immediately give written notice to LACMTA of this fact and shall not open, or otherwise take any action that may permit the Information to be used by Utility or its Authorized Personnel before LACMTA has an opportunity to resolve any potential conflicts regarding use of the Information by Utility and/or Authorized Personnel (as applicable).
- 2.8 Utility shall be permitted to make copies of the Information solely as necessary to carry out the Purpose, which shall be protected in the same manner as the original Information and shall be subject to Section 3.2 and the other terms of this Agreement.
3. **OWNERSHIP AND RETURN/DESTRUCTION OF INFORMATION**
- 3.1 All Information disclosed by LACMTA under this Agreement is and shall remain the property of LACMTA and may be recalled by LACMTA at any time.
- 3.2 Subject to Section 5 below, upon receipt of a written request from LACMTA, or upon termination of this Agreement, Utility must: (a) promptly collect all copies of the Information in the possession or control of Utility and its Authorized Personnel, and deliver to LACMTA all of the Information, including all copies, reproductions, and facsimiles, within 10 days from receipt of a request to that effect; or (b) if specified in LACMTA's request, destroy the Information (or part of it) and provide LACMTA written certification of such destruction within 10 days from receipt of the request to that effect. The return or destruction of any Information shall not release Utility from its obligations under this Agreement.
- 3.3 Utility shall not be required to return Information that is subject to a pending Legal Compulsion pursuant to applicable law as contemplated in Section 5.
4. **MARKING OF INFORMATION**
- Information shall be marked "Confidential" and/or "SSI". Notwithstanding the foregoing, failure to mark any Information as Confidential or SSI shall not exclude any Information from the protection of the terms and conditions in this Agreement.
5. **LEGAL COMPULSION; DUTY TO SEEK PROTECTION**
- If Utility (including its Authorized Personnel) is served with a subpoena, administrative or court order, or other legal process ("**Legal Compulsion**") that requires Utility to produce or provide Information (or any part of it)

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

6. NO LICENSE, RIGHTS TO INTELLECTUAL PROPERTY

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

7. NO WARRANTY

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

8. NOTICE OF IMMUNITY UNDER THE DEFEND TRADE SECRETS ACT

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

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

9. RESTRICTIONS ON RELEASE OF INFORMATION

With regard to Information disclosed by LACMTA, such Information may constitute public records that are exempt from release under the California Public Records Act (California Government Code sec. 6250 et seq.) and shall not be deemed releasable to any third party under the terms of this Agreement. Therefore, Utility shall not release any LACMTA Information to any third party not covered by the terms of this Agreement.

10. REMEDIES

Utility acknowledges that damages for improper disclosure of Information may be irreparable; therefore, LACMTA may enforce its rights under this Agreement by any and all available remedies, including, without

limitation, equitable relief including a temporary restraining order, or preliminary or permanent injunction for any violation or threatened violation of this Agreement by Utility, any Authorized Personnel or any other person that has received or obtained access to the Information.

11. INDEMNITY

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

12. TERM AND TERMINATION; CONTINUING OBLIGATIONS

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

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

13. GENERAL

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

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

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

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

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

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

13.7 Costs and Expenses. Unless expressly stated otherwise, each Party shall bear its own costs and expenses (including, without limitation, any attorneys' fees and costs) incurred in complying with this Agreement.

13.8 Representation on Authority of Parties/Signatories. Each Party represents and warrants that the person signing this Agreement on its behalf is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations under this Agreement have been duly authorized and that

the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

- 13.9 No Waiver. No failure or delay of a Party to exercise any of its rights under this Agreement or the waiver by a Party of any condition for its benefit shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude other or further exercise thereof or any other right. The waiver of any breach of this Agreement shall not be deemed to be waiver of any other or any subsequent breach.
- 13.10 Counterparts and Signatures. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver to the other Party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each Party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other Party to this Agreement.

[SIGNATURES ON NEXT PAGE]

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

UTILITY: LEVEL 3 COMMUNICATIONS, LLC

Chief Executive/Operations Officer:

APPROVED AS TO FORM:

By (Signature): Gary L. Nelson
Gary L. Nelson (Aug 5, 2024 17:29 MDT)

By: Michael Casey
Michael Casey (Aug 5, 2024 10:42 PDT)

Print Name: Gary Nelson

Print Name: Michael Casey

Print Title: DIR West Coast Ops (Ops Officer)

Print Title: MGR Construction Reimbursement

Date Signed: digital date above

Date: digital date above

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION:

Chief Program Management Officer:

APPROVED AS TO FORM:

By (Signature): _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date Signed: _____

Date: _____

Attachment A

Acknowledgement of Authorized Personnel

I, _____ (enter full name) ("**Authorized Personnel**"), am engaged as a _____ (enter role e.g. employee, consultant, advisor) of [●] (the "**Utility**").

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

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

Part C: LACMTA "NOTICE OF POTENTIAL BETTERMENT" FORM

Word file of the latest version of this form is available upon request from LACMTA's assigned Third Party Administration (TPA) Representative.

Alternatively, a written memorandum on Utility's letterhead may be submitted to the TPA Representative with the following required information:

1. **Scope:** Describe in detail with reference to applicable sections of this Utility Reimbursement Agreement, Utility Standards, and Applicable Law including any relevant codes.

Note the following common reasons for denial:
 - (a) Scope is not per agreed Utility Standard or a legal requirement.
 - (b) Scope added after establishment of Basis of Design.
 - (c) Scope is not endorsed by LACMTA as a Transit Project requirement.
 - (d) Scope is not identified in the EIR or amendments
2. **Detailed Justification:** Why does Utility believe the scope is not a Betterment? Cite specific prior cases, exceptions under Applicable Law including any relevant codes, project-specific reasons, etc.
3. **Cost Estimate:** Use Form 60 to provide a detailed cost breakdown as proposed for the Betterment in question.
4. **Where Utility Agrees Scope is a Betterment and Provides Separate Funding:** the source of funds must be specified, Utility approved financial documents supporting validity and timing of funds must be provided, and a determination regarding whether Utility will commit to provide adequate front funding for cash-flow must be made.
5. **Signatures:** The form shall provide a signature block with two signatures from Utility Representatives, agreeing to the information provided.
6. **LACMTA Signatures:** The form signature block area shall provide for LACMTA to countersign with two LACMTA Representative signatures with checkboxes indicating whether the Betterment proposal is denied or approved.

EXHIBIT 4

Federal and Other Requirements

This Agreement, as to certain Transit Projects as notified by LACMTA under Section 2.6 (Governmental and Lender Requirements) of this Agreement, may be subject to a financial assistance agreement with the U.S. Department of Transportation, Federal Transit Administration, and as such is subject to the following terms and conditions and such other terms and conditions notified by LACMTA under Section 2.6 (Governmental and Lender Requirements) of this Agreement as to such Transit Projects only:

1. AUDIT AND INSPECTION

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

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

Each Party shall bear its own costs and expenses in connection with undertaking any audit, and in responding thereto.

1.2 Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. By providing any of its records for examination pursuant to this Exhibit 4, Utility represents and warrants that such records are accurate. Utility further agrees to permit the Federal Transit Administration and its contractors access to sites of performance under this Agreement as may be reasonably required. In the case of such contractors, consultants, subcontractors and suppliers, any records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

2. INTEREST OF MEMBERS OF CONGRESS

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

3. PROHIBITED INTERESTS

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

a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

4. **Equal Employment Opportunity**

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

5. **DISADVANTAGED BUSINESS ENTERPRISE**

In connection with the performance of this Agreement, Utility will cooperate with LACMTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises.

6. **PRIOR APPROVAL**

This Agreement may be subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

7. **NON-DISCRIMINATION**












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


8. **BUY AMERICA**


If Utility performs any Construction work under a Work Order, Utility must comply with 49 U.S.C. 5323(j) and 49 CFR Part 661 et seq., which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. If Utility performs any Construction work under a Work Order, Utility shall incorporate the Buy America conditions set out in this Section 8 in every contract or purchase order entered into with a Utility Contractor in respect of such Construction work and shall enforce such conditions.

Created:	2024-08-05
By:	Clem Helmstetter (clem.helmstetter@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqNLSfcdkcuNklwZh-z_5edChvBrQb-Na

"RELO P-230066" History

-  Document created by Clem Helmstetter (clem.helmstetter@lumen.com)
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-  Document emailed to Michael Casey (michael.e.casey@lumen.com) for signature
2024-08-05 - 5:04:28 PM GMT
-  Document emailed to pablo.mercado@lumen.com for signature
2024-08-05 - 5:04:28 PM GMT
-  Document emailed to gary.nelson4@lumen.com for signature
2024-08-05 - 5:04:29 PM GMT
-  Email viewed by Michael Casey (michael.e.casey@lumen.com)
2024-08-05 - 5:42:24 PM GMT- IP address: 70.176.64.250
-  Document e-signed by Michael Casey (michael.e.casey@lumen.com)
Signature Date: 2024-08-05 - 5:42:48 PM GMT - Time Source: server- IP address: 70.176.64.250
-  Email viewed by pablo.mercado@lumen.com
2024-08-05 - 5:57:00 PM GMT- IP address: 104.47.55.126
-  Signer pablo.mercado@lumen.com entered name at signing as Pablo Mercado
2024-08-05 - 5:57:31 PM GMT- IP address: 155.70.104.119
-  Document e-signed by Pablo Mercado (pablo.mercado@lumen.com)
Signature Date: 2024-08-05 - 5:57:33 PM GMT - Time Source: server- IP address: 155.70.104.119
-  Email viewed by gary.nelson4@lumen.com
2024-08-05 - 11:26:59 PM GMT- IP address: 104.47.55.126
-  Signer gary.nelson4@lumen.com entered name at signing as Gary L. Nelson
2024-08-05 - 11:29:25 PM GMT- IP address: 155.70.52.165

 Document e-signed by Gary L. Nelson (gary.nelson4@lumen.com)
Signature Date: 2024-08-05 - 11:29:27 PM GMT - Time Source: server- IP address: 155.70.52.165

 Agreement completed.
2024-08-05 - 11:29:27 PM GMT

UTILITY REIMBURSEMENT AGREEMENT

BETWEEN

CENTURYLINK COMMUNICATIONS, LLC

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

EFFECTIVE DATE

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This Agreement is entered into by and between CenturyLink Communications, LLC ("Utility") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA") (each individually "Party," and collectively "Parties").

RECITALS

- (A) LACMTA proposes to design, construct and operate facilities necessary and convenient for various public rail and busway transit systems within the County of Los Angeles, and the Parties intend this Agreement to apply to reimbursement of Utility for the Rearrangement (as the term is defined herein) of its facilities occasioned by certain LACMTA proposed Transit Projects where the Utility's facilities are in conflict with such Transit Projects, including the following (in each case, as may be more fully described at www.Metro.net):
- East San Fernando Light Rail Transit Project;
 - projects within the LACMTA highway program, including but not limited to, the I-5 North County Enhancements Project;
 - Southeast Gateway Line
 - Eastside Transit Corridor Phase 2;
 - C Line (Green) Extension to Torrance;
 - G Line (Orange Line) Improvements Project;
 - Sepulveda Transit Corridor Project;
 - projects within the LACMTA Regional Rail program (including Link Union Station);
 - various corridor congestion relief bus rapid transit projects (including Vermont Corridor, NoHo to Pasadena and North SFV);
 - Crenshaw Northern Extension; and
 - various LACMTA Transit Oriented Communities and Joint Development projects located on LACMTA-owned Rights-of-Way or acquired properties.
- (B) One or more of the proposed Transit Projects will require the Rearrangement of portions of Utility Facilities. The Parties wish to enter into this Agreement in order to agree upon the roles and responsibilities between the Parties in connection with such Rearrangements.
- (C) The Parties acknowledge that Utility possesses, via contractual agreements to which it succeeded or its own past contractual agreements, rights to various locations for the siting and use of its infrastructure facilities. To Utility's knowledge, such various locations include, but may not be limited to, locations along the right-of-way to the G Line (Orange Line) Improvements Project. The Parties further acknowledge this Agreement shall not supersede said prior existing rights possessed by Utility. Therefore, if an LAMCTA Transit Project requires use of a site to which Utility possesses said prior existing rights, the Parties intend to negotiate in good faith to mutually reach a separate agreement for the rearrangement of Utility's relevant facility/facilities.

In consideration of the mutual covenants of the Parties as set forth herein, the sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1. SCOPE AND DURATION

1.1 Scope of Agreement

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

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

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

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

- (e) Utility acknowledges that LACMTA may at any time elect:
 - (i) not to proceed with any Transit Project expressly listed in the Recitals or otherwise referenced in this Agreement or notified to Utility;
 - (ii) to proceed with a Transit Project that is not expressly listed in the Recitals or otherwise referenced in this Agreement; or
 - (iii) to amend the scope of any Transit Project, each in its sole discretion.
- (f) The Parties agree that on the Effective Date, the terms of this Agreement shall supersede any conflicting terms of prior existing agreements between the Parties, or affiliates of the Parties,, except that:

- (i) any Rearrangements of Utility Facilities that have been approved and granted under a Work Order number issued prior to the Effective Date shall continue until completed and approved under the applicable Work Order and shall be constructed in accordance with the standards and plans approved by the Parties in accordance with the applicable Work Order; and
- (ii) this Agreement shall not negate or modify the terms and conditions of: (A) any legally binding easements or other use and/or occupancy agreements between Utility and LACMTA with respect to the occupancy by Utility of, or any interest of Utility in real property owned by or under the operating jurisdiction of LACMTA; (B) any such easements or other agreements between Utility and any former owner of real property now or hereafter owned by LACMTA, and to which LACMTA has become or hereafter becomes a successor either by assignment or by operation of law; or (C) any such easements or other agreements between Utility and any other governmental agency with respect to real property owned by or under the operating jurisdiction of such governmental agency, and in which LACMTA has a statutory or other right to install Transit Project Facilities,

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

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

1.2 Duration of Agreement

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

ARTICLE 2. GENERAL OBLIGATIONS

2.1 Governance

- (a) Utility and LACMTA shall each designate an individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to this Agreement (the "Utility Representative" and "LACMTA Representative", respectively).
- (b) Utility and LACMTA may, in addition, each designate an alternate individual or individuals who will be authorized to make decisions and bind the Parties on matters relating to the application of this Agreement to a Subject Transit Project (in which case, any references to the Utility Representative or LACMTA Representative under this Agreement shall be deemed to include such designated representatives with respect to that Subject Transit Project). A single individual may serve as a designated representative for more than one Subject Transit Project.
- (c) Either Party may change a representative designated under Section 2.1(a) or 2.1(b) (Governance) by providing seven days' prior Notice to the other Party.

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

2.2 Work Orders

- (a) Utility's obligation to perform work under this Agreement shall arise upon the issuance by LACMTA of an authorized Work Order.
- (b) If Utility is required to perform work and/or provide support and/or services under the terms of this Agreement, or LACMTA requests that Utility perform work or provide support or services under the terms of this Agreement, Utility shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which Utility shall require reimbursement with respect to that scope of work.
- (c) Upon LACMTA's approval of a Form 60 submitted to it by Utility with respect to a scope of work under Section 2.2(a) (Work Orders), LACMTA will issue a Work Order to Utility for such scope of work.
- (d) Each Work Order issued by LACMTA to Utility in accordance with this Agreement shall specify the work authorized to be performed and any materials or equipment to be acquired, the amount of money that Utility will be reimbursed for the authorized work as agreed under the applicable Form 60, and a schedule, including the estimated starting and finishing dates for the authorized work.
- (e) On receipt of a Work Order issued in accordance with the terms of this Agreement, Utility must: (i) promptly commence work on any elements of work authorized under the Work Order that are unchanged from the applicable Form 60; and (ii) promptly and without delay (and in any case within 10 days of issuance by LACMTA) accept any changes or additions (including any additional or supplemental provisions) agreed to the applicable Form 60 by counter-signing the Work Order or otherwise by written acceptance by the Utility Representative, followed by commencement of the applicable work under the Work Order. If Utility fails to accept the Work Order within 10 days, if applicable, the Work Order will be deemed to be accepted by Utility.
- (f) Except where authorized under a separate agreement with LACMTA (in which case, payment, credits or reimbursement will be in accordance with the terms of such agreement), Utility is not authorized to do any work and will not be paid, credited or reimbursed for costs or expenses associated with any

work performed in connection with a Rearrangement or a Subject Transit Project or otherwise under the terms of this Agreement, that is not expressly authorized by a Work Order.

- (g) Except in the case of a change required due to an emergency, which notification may be given orally before being confirmed in writing within three days, Utility may submit proposed changes to a Work Order in writing to LACMTA for approval.
- (h) LACMTA may terminate any Work Order at any time at its sole discretion, provided that Utility will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.
- (i) Utility must promptly notify LACMTA if at any time it anticipates:
 - (i) exceeding 75% of the total estimated Costs under any Work Order within the next 60 days;
 - (ii) that the total Costs under any Work Order will be in excess of 10% greater than previously estimated Costs; or
 - (iii) that the estimated finishing date will be later than the date stated in the Work Order,and must request an amendment to such Work Order pursuant to Section 2.2(g) (Work Orders).
- (j) Utility must complete, either through its own forces or through Utility Contractors, all work authorized by any Work Order in accordance with Applicable Law, Governmental Approvals and the terms of this Agreement and the applicable Work Order. Utility must cooperate with LACMTA and take such actions as LACMTA may reasonably request, to ensure performance of work under a Work Order.

2.3 Deadlines and Delays

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

If Utility fails to carry out any work or obligations for which it is responsible under the terms of this Agreement and/or any Work Order in accordance with the mutually agreed upon work schedules, review periods and timelines identified in this Agreement and the applicable Work Order, and such failure is attributable to Utility's gross negligence or willful misconduct, then, to the extent such delay directly causes: (i) LACMTA to incur additional costs; or (ii) a delay to the Subject Transit Project, Utility must reimburse LACMTA for all actual and documented costs and expenses incurred or arising out of such delay. Utility must pay such costs to LACMTA within 90 days after receipt of an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from Utility to LACMTA pursuant to this Section 0 from payment(s) due to Utility.

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

2.4 Coordination and Cooperation

- (a) The Parties acknowledge that the timely completion of a Subject Transit Project will be influenced by the ability of LACMTA and Utility to coordinate their activities, communicate with each other, and respond promptly to reasonable requests.
- (b) Utility agrees to each Rearrangement and to cooperate with LACMTA's applicable requirements for the Subject Transit Project, in accordance with the terms of this Agreement subject to the following:
 - (i) whenever it is reasonably possible to do so without causing increased costs for or delay in a Transit Project, as determined by LACMTA, relocation of Utility Facilities will be avoided and Utility Facilities will be Protected-in-Place;
 - (ii) reimbursement of Costs in accordance with and to the extent contemplated by, Section 6.2 (Reimbursements to Utility);
 - (iii) LACMTA shall give Utility at least 100 days (unless prior rights are involved) written notice before requiring Rearrangement of a Utility Facility; and
 - (iv) if necessary to ensure continuity of transmission or distribution of the applicable public utility during any Rearrangement work, Utility may install a Temporary Facility to provide the applicable public utility service until such time as the related Rearrangement work is complete or the usual service is restored, whichever is earlier.
- (c) The Parties acknowledge that Utility is required to address the interests of joint users of its Utility Facilities. Where there are joint users of a Utility Facility (or a part of it) that is the subject of a Rearrangement, Utility shall identify and notify LACMTA of all joint users of such Utility Facility prior to commencing any work with respect to that Rearrangement and Utility shall be responsible for addressing any applicable joint users' interests when exercising its rights under this Agreement.

2.5 Coordination of Utility Activities

- (a) If Utility plans to undertake any Adjacent Work, Utility will coordinate the design and performance with LACMTA so that such Adjacent Work will not interfere with, disrupt or delay the design, construction, operation or maintenance of the applicable Transit Project or the Design and Construction of a Rearrangement by LACMTA including by:
 - (i) complying with the terms of this Section 2.5 and LACMTA's standard procedures for Adjacent Works;
 - (ii) delivering copies of all designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review and comment on the designs and plans for the Adjacent Work and to approve the final designs and plans for the Adjacent Work; and
 - (iii) if LACMTA reasonably determines and notifies Utility that the Adjacent Work will, in whole or in part, interfere with, disrupt or delay the design, construction, operation or maintenance of the applicable Transit Project, conditioning the implementation of the Adjacent Work (or relevant part of it) on scheduling adjustments and/or other modifications as LACMTA deems appropriate to ensure its Transit Project Schedule will not be directly delayed by the proposed Adjacent Work.
- (b) The terms of this Section 2.5 shall not apply in Emergency (as the term is defined herein) situations; however, in such situations Utility will coordinate with LACMTA to the extent feasible in light of the

circumstances, subject to all related safety requirements described in this Agreement and any applicable Work Order.

- (c) Utility will, and will ensure that any Utility Contractor performing any Adjacent Work and/or Construction and maintenance of any Rearrangement under the terms of this Agreement or a Work Order, is obligated under contract and/or a permit process to:
 - (i) fully co-operate and coordinate with LACMTA and the LACMTA Contractors including:
 - (A) attending interface definition and coordination meetings upon reasonable request; and
 - (B) providing any other interface data reasonably requested by LACMTA or the relevant LACMTA Contractor and necessary to complete interface coordination;
 - (ii) perform the work so as to minimize any interference with or disruption or delay to construction, operation or maintenance of the Subject Transit Project or the Design and Construction of a Rearrangement;
 - (iii) comply with LACMTA's or the relevant LACMTA Contractor's site access, track allocation/work permit procedures and work health and safety policies and procedures; and
 - (iv) promptly advise LACMTA of all matters arising out of the work that may interfere with, disrupt, delay or otherwise have an adverse effect upon the Subject Transit Project or Rearrangement.

2.6 Governmental and Lender Requirements

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

2.7 Discretions

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

ARTICLE 3. DESIGN

3.1 Design Responsibilities

- (a) Except to the extent of any Design work requested to be performed or to be performed by Utility under Section 3.1(b) (Design Responsibilities), LACMTA will (directly or through LACMTA Contractors) design all Rearrangements and produce all Design Documentation relevant to those Rearrangement works in accordance with the terms of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor.
- (b) LACMTA may request and authorize Utility to Design a Rearrangement and provide Design Support with respect to that Rearrangement or to provide Design Support and perform Design-related activities with respect to the Design of a Rearrangement prepared by LACMTA under Section 3.1(a) (Design Responsibilities), in each case pursuant to the procedures set out under Section 2.2 (Work Orders). A Form 60 submitted by Utility in accordance with this Section 3.1(b) and Section 2.2 (Work Orders) shall estimate the total effort required to perform the requested Design, Design Support

and/or other Design-related activities and shall attach the schedule prepared in accordance with this Agreement and agreed by the Parties for the performance of the requested Design, Design Support and/or other Design-related activities. Utility must diligently perform and shall ensure that any Utility Contractors diligently perform, the Design, Design Support and/or other Design-related activities authorized under a Work Order in accordance with the terms of that Work Order and this Agreement. Utility shall be responsible for any errors and omissions in any Design Documentation prepared by Utility or a Utility Contractor.

- (c) Without prejudice to the scope of and timelines for any Design Support services agreed under Section 3.1(b) (Design Responsibilities), within 60 days after Utility's receipt of written request from LACMTA, Utility shall identify and disclose to LACMTA the nature and location of all Utility Facilities which are located under or over Transit Project Right-of-Way and on adjacent public street right-of-way, whether or not Abandoned, and such other information as may be requested by LACMTA with respect to the identification of the nature and location of all Utility Facilities. Any Form 60 submitted by Utility to LACMTA in accordance with Section 2.2 (Work Orders) for Design Support services with respect to the identification of existing Utility Facilities shall comply with the following:
 - (i) where potholing of existing Utility Facilities for the purpose of Design verification is agreed by the Parties as a Design Support service: (A) such potholing activities shall be shown in the applicable Form 60 as an 'Other Direct Cost (ODC)'; (B) preparation and execution of the related potholing work plan shall be considered a Design Support activity; and (C) submission of the applicable Form 60 shall indicate: whether the scope involved is to excavate a trench of certain width, length, and depth; use of ground penetrating radar where physical ground disturbance may be problematic; whether traditional drilled holes with vacuum extraction of soil is the recommended method of exploration; that the findings shall be presented in a brief report by a qualified utility engineer; coordination activities such as USA/SC ("DigAlert") markings, obtaining a public works street-use type permit; and
 - (ii) where Utility is requested to provide LACMTA as-built Utility plans and records as a matter of routine course of conducting business with LACMTA, such as during the Planning Phase of a Transit Project (as opposed to the Design Development phase) this shall be at no cost to LACMTA.
- (d) Prior to submitting a Form 60 to LACMTA with respect to any Design work for a Rearrangement to be performed by Utility in accordance with Section 3.1(b) (Design Responsibilities), Utility will arrange a documented working group meeting amongst all applicable stakeholders (including the local City public works "Utility Coordination" representative) to agree the scope of the Rearrangement and the Design work required with respect to the Rearrangement.
- (e) Where Utility is responsible for the Design of a Rearrangement, Utility shall coordinate with the local City public works "Utility Coordination" representative, to apply for and obtain all necessary permits and approvals from all local jurisdictions in order to perform the Construction of that Rearrangement.
- (f) Following issuance of a Work Order for the performance by Utility of Design work for a Rearrangement, LACMTA will provide to Utility the Subject Transit Project plans and other information relevant to the Design work if available.

3.2 Design Requirements

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

- (a) the Design requirements set out in this Agreement and any applicable Work Orders;
- (b) all Governmental Approvals and Applicable Law; and

- (c) subject to Section 3.5 (Utility Standards), the Utility Standards or, in the case of those Rearrangements of Utility Facilities that will cross over, above or below a Transit Project Right-of-Way, the applicable requirements in the most recent version of Metro's Rail Design Criteria or contract specifications for the Subject Transit Project (as applicable).

3.3 Design Review Procedure

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

3.4 Design Development

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

3.5 Utility Standards

At the procedural stage when Metro issues a Work Order Authorization, Utility shall identify and reach consensus with Metro regarding the specific utility standards that will apply to the design and construction of the Rearrangement(s) under the Work Order. Once agreed upon by the Parties, any deviations from said utility standards are prohibited without the express consent of both Parties.

- (a) Any changes or additions to the Utility Standards applicable to a Rearrangement:
 - (i) after notification under Section Error! Reference source not found. (Utility Standards), requires prompt written notice from Utility (and in any case within 15 days' of adoption), with supporting information including the formal date of adoption and, in the case where Utility is responsible for the Design of the applicable Rearrangement under Section 3.1 (Design Responsibilities), the schedule and cost impact to the applicable Design work; and
 - (ii) after the establishment of the Basis of Design for that Rearrangement, shall be considered a "Betterment" for the purposes of this Agreement.
- (b) Utility agrees that it shall not adopt any new Utility Standard(s) or otherwise amend or supplement any existing Utility Standards or its interpretation or application of any existing Utility Standards for the sole or primary purpose of affecting a Subject Transit Project or Rearrangement. All Utility Standards shall be applied to the Rearrangements hereunder in the same manner as they are applied by Utility to standalone projects that are financed primarily by Utility or projects constructed by Utility's in-house crews or Utility Contractors.

- (c) Without prejudice to the other terms of this Section 3.5, with respect to both Design and Construction of a Rearrangement, in interpreting applicable Utility Standards, and in exercising any discretion granted by applicable Utility Standards, the Parties shall make such interpretations and exercise such discretion in a manner so as to impose the minimum requirements necessary to comply with Applicable Law. Any Design or Construction issues affecting Rearrangements which are not addressed by applicable Utility Standards shall be resolved in such a manner as to impose the minimum requirements necessary to make a Replacement Facility the equivalent (in terms of level of service, capacity, service life, capability, appearance, efficiency and function) to the Conflicting Facility it replaces and to otherwise minimize Rearrangement work.

3.6 Changes to Design

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

3.7 Permits

- (a) Although Metro as a State governmental agency established under the California Public Utilities Code is, generally, not subject to local government approval and permitting requirements, after approval of the Final Design of a Rearrangement in accordance with this ARTICLE 3 the Party performing the Design work for the Rearrangement or the Applicable Contractor shall obtain all necessary Governmental Approvals, Railroad PUC permits and required track allocation request approvals for the Construction of the Rearrangement; provided, however, LACMTA shall be responsible for obtaining (or causing its LACMTA Contractor(s) to obtain) all such Governmental Approvals that may be required for any Construction to be performed by LACMTA or its LACMTA Contractor(s) in accordance with ARTICLE 4 (Construction) whether or not it performed the Design work for the Rearrangement. Each Party shall use reasonable efforts to assist the other Party in securing any necessary Governmental Approvals. Without prejudice to Sections 3.2 (Design Requirements) and 4.2 (Construction Requirements), each Party shall comply with the terms of all applicable Governmental Approvals in carrying out its work under this Agreement.
- (b) Where the Subject Transit Project is "federalized" (use of federal funds as notified by LACMTA to Utility in accordance with Section 2.6 (Governmental and Lender Requirements)) and Utility has been requested to perform Design work in accordance with Section 3.1(b) (Design Responsibilities), Utility acknowledges the requirements to process "Utility Agreements" and "R/W Certification" (as those terms are used in the LAPM) in accordance with Caltrans Local Assistance Procedures Manual (LAPM) Chapter 14 – Utilities, local agency internal City and public works adopted procedures and LACMTA's third party administration procedures (as published and notified to Utility from time to time).

ARTICLE 4. CONSTRUCTION

4.1 Construction Responsibilities

- (a) Utility shall perform (through a Utility Contractor or in-house construction crews) all Construction for each Rearrangement, unless, during the Design phase, LACMTA and Utility mutually agree that LACMTA shall perform all or part of the Construction for a Rearrangement. The Party performing Construction may perform such Construction either prior to construction of the Subject Transit Project,

concurrently with such construction, or through a combination of said alternatives, as mutually agreed by the Parties, taking into account the contracting methodology selected by LACMTA for the Subject Transit Project as referenced in Section 1.1(b) (Scope of Agreement) and the project schedule for the Subject Transit Project, as referenced in Section 2.3 (Deadlines and Delays).

- (b) If agreed by the Parties under Section 4.1(a) (Construction Responsibilities) that LACMTA (or a LACMTA Contractor) shall perform the Construction of a Rearrangement, LACMTA may request and authorize Utility to provide Construction support services and related activities with respect to the Construction of that Rearrangement, pursuant to the procedures set out in Section 2.2 (Work Orders) and Utility agrees to coordinate its efforts and cooperate with the relevant LACMTA Contractor(s) performing Construction and to diligently perform and to ensure that any Utility Contractor diligently performs, all such Construction support services and related activities, in accordance with the terms of the applicable Work Order and this Agreement.
- (c) LACMTA shall be responsible for all claims and stop notices or mechanic's liens filed by LACMTA Contractors for Construction work performed on Utility Facilities. Utility shall be responsible for all claims and stop notices or mechanic's liens filed by Utility Contractors for Construction work performed on Utility Facilities.

4.2 Construction Requirements

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

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

4.3 Rights-of-Way

- (a) The Parties will determine during Design Development whether replacement rights-of-way are needed for the relocation of Conflicting Facilities. Replacement rights of way, if needed, will be acquired by LACMTA or Utility following approval by the Parties of the location and type of such replacement rights-of-way. When reasonably possible [and where the Utility Facilities being Rearranged are located in a public right-of-way,] a Rearrangement shall be located in existing public rights-of-way. [Where Utility requires replacement rights-of-way within Transit Project Right-of-Way owned by LACMTA, LACMTA shall be responsible for providing such replacement rights-of-way.] If it is not reasonably possible for the Rearranged Utility Facilities to be located in existing public rights-of-way or in Transit Project Right-of-Way owned by LACMTA, appropriate private of rights of way will be identified and acquired by LACMTA; provided that the required rights-of-way shall be acquired so as not to impair LACMTA's schedule for the Subject Transit Project. Upon acceptance of the

applicable Replacement Facility, and where, if applicable, equivalent rights are granted to Utility, Utility shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all Utility real property interests (except franchise rights and except where Utility owns the property in fee) being taken out of service by the Rearrangement, and for which replacement real property interests are provided.

- (b) Subject to the other terms of this Section 4.3, any cost associated with Utility acquiring any temporary construction easements or other real property rights (including for installation of temporary Utility Facilities) that are needed for any Construction of a Rearrangement performed by Utility shall be considered a "Cost" under this Agreement. LACMTA will be responsible for obtaining any temporary construction easements or other real property rights that are needed for Construction of a Rearrangement that LACMTA is performing and any cost associated with Utility using such easements or other rights shall be considered a "Cost" under this Agreement.
- (c) Within 60 days after request by LACMTA and as part of the Design Support performed by Utility, Utility shall furnish to LACMTA copies of any non-privileged, non-confidential agreements or other documents evidencing Utility's franchise, easements, or other existing rights in real property for its Utility Facilities that are located within the Subject Transit Project area. Utility's cost to provide such documentation shall be reimbursed by LACMTA as Design Support services under an authorized Work Order issued under Section 2.2 (Work Orders).
- (d) Except when there are already pre-existing license agreements between the Parties as to a right-of-way, without prejudice to Section 2.5 (Coordination of Utility Activities), each Party shall provide the other with a license to such Party's right-of-way located within or near the Transit Project Right-of-Way, in a form reasonably acceptable to such other Party, for the purpose of carrying out construction, operation or maintenance of the Subject Transit Project (in the case of a license granted to LACMTA) or operating or maintaining a Utility Facility (in the case of a license granted to Utility).
- (e) Real property interest Costs shall be invoiced separately from other Cost items, but shall be reimbursable to the extent provided in Sections 6.2 (Reimbursements to Utility) and 6.3 (Reimbursement and Credits to LACMTA).

4.4 Utility Construction of Rearrangements

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

- (a) Utility shall commence and diligently perform and shall ensure that any Applicable Contractor commences and diligently performs, the Construction of such Rearrangement to completion as authorized by the Work Order, in accordance with the terms of this Agreement and the Work Order and the work schedule for such Construction set out in the Work Order. Utility acknowledges and agrees that the work schedule for such Construction shall coincide closely and be coordinated with LACMTA's schedule for the Subject Transit Project, including the schedule for Construction of Rearrangements of utility, cable, pipeline, and other facilities in the same segment or portion of the Subject Transit Project; provided, however, that the schedule for work by Utility shall allow Utility a reasonable period of time for performance of its responsibilities under this Agreement and the Work Order;
- (b) to the extent applicable, Utility shall include a copy of any standalone environmental clearance of the Rearrangement as an attachment to the Form 60 for that Rearrangement; and

- (c) the name of the Utility's or Utility Contractor's lead superintendent and/or project manager assigned to the Construction of a Rearrangement shall be provided to LACMTA in the applicable Form 60.

4.5 Construction Staging Plans

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

4.6 "As-Built" Drawings and Contract Documents

- (a) LACMTA and Utility shall each maintain a set of "as-built" plans of Rearrangements performed by LACMTA and Utility, respectively, during the progress of Construction. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within 90 days after completion of such work for each set of plans. All "as-built" plans (whether provided by LACMTA or by Utility) shall be native CAD files (including, for example, in Auto-Cad by Autodesk format or equivalent interoperable MicroStation version file format).
- (b) LACMTA and Utility agree to provide the other with electronic files of those final contract documents that they have prepared, or caused to be prepared, to govern the Construction of a given Rearrangement by their Applicable Contractor so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible.

4.7 Underground Service Alert

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

4.8 Hazardous Materials and Archaeological Remains

- (a) As between Utility and LACMTA, LACMTA shall be responsible, at its sole cost and expense, for the investigation of potential hazardous materials or Archaeological Remains within the Transit Project Right-of-Way that would directly impact construction of the Subject Transit Project.

- (b) Without prejudice to the terms of Section 3.7 (Permits), LACMTA shall prepare, at its sole cost and expense, all environmental impact reports/statements required by Applicable Law for the construction of each Transit Project.
- (c) Each Party shall provide the other Party with all information and documents relating to the existence of any hazardous material and/or Archaeological Remains within the Transit Project Right-of-Way or any site on which Construction work for a Rearrangement will be carried out promptly after becoming aware of such information or documents including, without limitation, any environmental impact reports or soil tests.
- (d) Where LACMTA is responsible for costs relating to the presence or existence of any environmental hazard under Section 6.2(c)(c) (Reimbursements to Utility), LACMTA will be responsible for the management, treatment, handling, storage, monitoring, remediation, removal, transport, and disposal of such environmental hazard ("Remedial Action"). Utility shall not commence Construction of any Rearrangement until: (i) LACMTA has completed the required Remedial Action in accordance with this Section 4.8(d); or (ii) LACMTA issues a Work Order pursuant to Section 2.2 (Work Orders) authorizing Utility or a Utility Contractor to carry out such Remedial Action. For the avoidance of doubt, to the extent an environmental hazard is caused by, arises out of, or as a consequence of, any action of Utility or a Utility Contractor, LACMTA will not be responsible for any Remedial Action under this Section 4.8(d) or for costs under Section 6.2(c) (Reimbursements to Utility).
- (e) Utility shall promptly, and before the environmental hazard is disturbed, notify LACMTA of any environmental hazard encountered in carrying out Construction under this Agreement. If: (i) pursuant to Section 4.8(d) (Hazardous Material and Archaeological Remains), LACMTA is responsible for any Remedial Action with respect to such environmental hazard, LACMTA shall: (A) promptly commence such Remedial Action; or (B) issue a Work Order pursuant to Section 2.2 (Work Orders) authorizing Utility or a Utility Contractor to carry out such Remedial Action; or, (ii) the environmental hazard was caused by, arises out of, or as a consequence of, any action of Utility or a Utility Contractor, Utility shall promptly commence any Remedial Action required under Environmental Law. Utility shall suspend Construction work (excluding any Remedial Action, if applicable) at the site of the environmental hazard until the required Remedial Action is complete.
- (f) The Party discovering an environmental hazard shall make any required notifications to federal, state, and/or local agency(ies) in accordance with Applicable Law (with a copy to the other Party).
- (g) If Archaeological Remains are encountered by Utility in carrying out Construction under the terms of this Agreement, Utility must:
 - (i) immediately report the discovery to the LACMTA Representative;
 - (ii) ensure that the Archaeological Remains are preserved and protected in place and not disturbed further including by halting Construction work in the vicinity of the Archaeological Remain, if necessary;
 - (iii) comply with all requirements of Governmental Entities and any directions of the LACMTA Representative in relation to the Archaeological Remains; and
 - (iv) continue to perform the Work, except to the extent otherwise: (A) directed by the LACMTA Representative; (B) ordered by a court or tribunal; or (C) required by Applicable Law.
- (h) All Archaeological Remains found on or under the surface of the Transit Project Right-of-Way will, as between the Parties, be the absolute property of LACMTA and LACMTA shall be responsible for making any required notifications to federal, state, and/or local agency(ies) in accordance with Applicable Law.

4.9 Inspection and Acceptance

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

4.10 Maintenance

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

ARTICLE 5. BETTERMENTS

5.1 Procedure

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

- (a) each Design furnished by Utility under the terms of this Agreement shall specifically identify any Betterments included in such Design and where Betterments are identified, shall be accompanied by a completed Potential Notice of Betterment Form submitted for LACMTA's review and approval; and
- (b) if LACMTA identifies a Betterment included in Designs furnished by Utility or in comments provided by Utility on LACMTA-completed Designs, LACMTA will notify Utility during the Design review process and within 30 days of delivery of that notice, Utility will: (i) withdraw the relevant comment or Design; or (ii) submit a request for the applicable Betterment by submitting a Potential Notice of Betterment Form for LACMTA's review and approval. If Utility fails to respond within 30 days of a notice delivered by LACMTA under this Section 5.1(b), the comment or Design will be deemed to be withdrawn provided that such withdrawal shall be without prejudice to Utility's right to submit the Betterment under a subsequent Potential Notice of Betterment under this Section 5.1.

5.2 Cost and Performance

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

activity relating to a Betterment shall not constitute the agreement of LACMTA to make any payments to Utility with respect to that Betterment.

5.3 Right to Refuse

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

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

ARTICLE 6. SALVAGE, REIMBURSEMENT AND CREDITS

6.1 Disposition of Salvaged Materials

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

6.2 Reimbursements to Utility

- (a) Except with respect to Betterments and Rearrangements performed by Utility pursuant to a franchise agreement for a non-LACMTA project, and without prejudice to Section 3.5(c) (Utility Standards), LACMTA will reimburse Utility for Costs incurred for work performed by Utility or the Utility Contractors under a Work Order in accordance with the terms of this Agreement and the applicable Work Order provided that:
 - (i) LACMTA's obligation to reimburse Utility for Costs is subject to the limitations established under Applicable Law and under the terms of this Agreement, including the limitations established in Section 3.1(c)(ii) (Design Responsibilities), Section 3.5(c) (Utility Standards), this ARTICLE 6 and ARTICLE 7 (Billings);
 - (ii) the Parties acknowledge that pursuant to Applicable Law, LACMTA is responsible for performing or for reimbursing Utility's Costs to perform, Rearrangements in a manner that maintains the functioning of the applicable Utility Facility at its previous level of service; and
 - (iii) where a Subject Transit Project is federalized (use of federal funds on the Rearrangement as notified by LACMTA to Utility in accordance with Section 2.6 (Governmental and Lender Requirements)), reimbursements to Utility will, in addition to the terms of this Agreement, be subject to Applicable Law at the federal level.
- (b) Where LACMTA and Utility agree that the construction of a Subject Transit Project will eliminate the service need for a specific Conflicting Facility and the Rearrangement to be performed under the

applicable Work Order is to be limited to the removal or elimination of the Conflicting Facility, LACMTA will only be responsible for any Costs incurred in Abandonment of such Conflicting Facility by Utility.

- (c) LACMTA will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any Utility Facility, including but not limited to, any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or any LACMTA Contractor caused the environmental hazard through its actions.
- (d) Utility will not be responsible for any costs relating to the presence or existence of any environmental hazard on, in, under or about any Utility Facility, including but not limited to, any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless Utility or any Utility Contractor caused the environmental hazard through its actions.

6.3 Reimbursements and Credits to LACMTA

- (a) LACMTA shall receive a credit against work performed by Utility under this Agreement at LACMTA's expense, and for Betterments. The amount of credits shall be determined in accordance with this Section 6.3. All credits pertaining to a particular Rearrangement or other item of work hereunder shall be reflected on the applicable invoice(s) submitted by Utility.
- (b) Where LACMTA performs work under this Agreement, LACMTA shall receive compensation from Utility (by credit or payments in accordance with this Section 6.3) for costs incurred by LACMTA for Betterments, and for any other costs incurred by LACMTA that are Utility's responsibility pursuant to this Agreement. The amount of compensation shall be determined in accordance with this Section 6.3. To the extent possible, LACMTA may take such compensation in the form of credits against amounts owed by LACMTA to Utility in connection with the Rearrangement for which the compensation is owed. LACMTA shall invoice Utility for any remaining amounts due in accordance with Section 7.2 (Procedures for LACMTA Billings to Utility), and Utility shall make payments to LACMTA in accordance with Section 7.1 (Procedures for Utility Billings to LACMTA).
- (c) Only for purposes of determining the amounts due from Utility to LACMTA (as a credit or payment) pursuant to this Section 6.3, the term "cost" is defined as all actual, allowable and reasonable direct and indirect costs incurred by LACMTA and attributable to activity or work performed or materials acquired in performing a task pursuant to this Agreement. Subject to the foregoing, direct costs shall include allowable direct labor, equipment and materials costs spent specifically for work performed under this Agreement, and shall include but not be limited to those associated with Design, project review, construction management, permit fees, inspection, processing, remediation plan development and implementation, real property acquisition and contract administration. Indirect costs shall include administrative and overhead costs at the rate therefore established by LACMTA from time to time. LACMTA shall maintain its standard forms of records showing actual time expended and costs incurred.
- (d) The amount of credits or payments, as applicable, due to LACMTA shall be determined by agreement based upon Utility's applicable books, records, documents and other data. In addition, LACMTA and Utility may conduct an inspection survey and/or inventory of a Conflicting Facility during the Design Development process. Pursuant to a Work Order authorized under to Section 2.2 (Work Orders), Utility shall provide LACMTA, to the extent such exist and are known and available, with drawings, plans or other records necessary to conduct such survey or inventory pursuant. Surveys shall describe the physical attributes of the Conflicting Facility such as number, length, diameter,

dimensions, and type of material. The results of such survey shall also be applied in the determination of Betterments, as necessary.

- (e) As applicable, credit shall be allowed or Utility shall pay for Betterments in accordance with this Section 6.3. The amount of a Betterment payment, if any, shall be the estimated cost of the Replacement Facility, less the estimated cost of the Conflicting Facility. The amount of Betterment credit, if any, shall be a fixed amount determined by the Parties during Design Development based upon estimates provided by Utility and agreed to by LACMTA under a Potential Notice of Betterment Form.

ARTICLE 7. BILLINGS

7.1 Procedures for Utility Billings to LACMTA

- (a) Utility shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by Utility under a Work Order:
 - (i) Utility shall commence its quarterly billing (in an electronic format where possible) within no more than 60 days following the commencement of work under a specific Work Order and shall bill monthly thereafter;
 - (ii) each billing shall: (A) be addressed to the LACMTA Representative; (B) include a "Project Labor Report" identifying by task both Utility staff (and applicable consultant) hours charged for administrative, design, inspection and management services and Utility direct field labor; (C) specify all Costs incurred for that billing period including copies of invoices and other supporting Cost data; (D) reflect any applicable credits due to LACMTA under this Agreement with respect to the Subject Transit Project applicable to the Work Order under which the billing is being submitted; (E) be noted as either "in-progress" or "final"; (F) include a certification that the Costs identified in such billing were appropriate and necessary to performance of the work under the Work Order and have not previously been billed or paid; and (G) include quarterly progress billing report prepared by the Utility lead project manager including a narrative description of the work for the prior billing period with a statement on work progress, schedule deviations, cost to complete, subcontractor utilization, DBE usage if any, and, where applicable, a statement on adherence to federal requirements. If requested by LACMTA, Utility shall provide a full description of any labor charges during the billing period that were not identified in the Project Labor Report;
 - (iii) the final billing, with a notation that all work covered by a given Work Order has been performed, shall be submitted to LACMTA within 120 days after completion of the work under the applicable Work Order, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and
 - (iv) after the expiration of the 120 day period described in Section 7.1(a)(iii) (Procedures for Utility Billings to LACMTA), LACMTA may notify Utility in writing that the 120 day closing billing period has expired, and upon Utility's receipt of such Notice from LACMTA, Utility shall have 60 days to submit its final invoice. If Utility fails to submit an invoice within such 60-day period, then LACMTA shall have no further obligation for payment to Utility with regard to any amounts due or payable under the applicable closed out Work Order.

- (b) Utility agrees to retain, or cause to be retained, for inspection and audit by LACMTA or other governmental auditors for the period required pursuant to Section 7.4 (Inspection and Audit), all records and accounts relating to the work performed by Utility under this Agreement and shall maintain separate records and accounts for each Work Order including signed individual labor time sheets clearly identifying of the Work Order number and the Subject Transit Project title; provided, however, that if any actions brought under the dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes) have not been finally resolved by the such deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

7.2 Procedures for LACMTA Billings to Utility

- (a) Where LACMTA is due a payment under the terms of this Agreement, LACMTA shall submit regular progress billings to Utility, which shall: (i) specify costs incurred for that billing period; (ii) bear the Subject Transit Project name and any related Work Order number; (iii) be supported by copies of data that support the costs incurred; and (iv) be addressed to the Utility Representative. Each billing shall be noted as either progress or final billing and shall include a certification that the charges identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid. The final billing, with a notation that all applicable work has been performed, shall be submitted to Utility as soon as practicable, but no later than 120 days following the completion of the work, and shall summarize prior progress billings, show inclusive dates upon which work was performed, and include a certification that the costs identified in such billing were appropriate and necessary to the performance of the applicable work and have not previously been billed or paid.
- (b) LACMTA agrees to retain, or cause to be retained, for inspection and audit by Utility or other governmental auditors for the period required pursuant to Section 7.4 (Inspection and Audit), all records and accounts relating to all work performed by LACMTA for Utility under this Agreement; provided, however, that if any actions brought under the dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes) have not been finally resolved by the foregoing deadline, then any records that pertain to any such actions shall be maintained until such actions have been finally resolved.

7.3 Payment of Billings

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

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

7.4 Inspection and Audit

For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term or such later date as is required under other terms of this Agreement or under Applicable Law, each Party (and its authorized representatives) will have such rights to review and audit the other Party and its non-privileged books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the Utility Standards at all times during normal business hours. Each Party shall bear its own costs and expenses in connection with undertaking any inspection and

audit, and in responding to an inspection and audit. Examination of a document or record on one occasion shall not preclude further review or reexamination of such document or record on subsequent occasions. By providing any of its records to the other Party for examination, the Party providing such records represents and warrants the accuracy in all material respects of all information it or its agents provides in connection with any audit by the other Party. If an audit shows that a financial adjustment is required, the Parties will use good faith efforts to agree to such adjustment. The rights granted pursuant to this Section 7.4 shall not obligate either Party to inspect or audit the other Party's records. The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains provisions acknowledging the rights of Utility or LACMTA (as applicable) under this Section 7.4.

ARTICLE 8. INDEMNITY AND INSURANCE

8.1 Indemnity

Each Party shall release, defend (with legal counsel subject to reasonable concurrence from the indemnified Party), indemnify, and hold harmless the other Party and its respective officers, agents, representatives, and employees from and against all third party liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance under this Agreement, except to the extent such liabilities, expenses, claims, losses, suits, or actions are proportionately caused by the negligence or willful misconduct of the indemnified Party, its officers, agents representatives, or employees.

8.2 Insurance

- (a) The Parties must ensure that any contract entered into in connection with performance of the work under this Agreement contains:
 - (i) a provision requiring the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance naming Utility and LACMTA as additional insureds; and
 - (ii) unless otherwise mutually agreed by the Parties, the requirement for: (A) construction general contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 in combined single limit (CSL) in auto liability; and \$5,000,000 excess/umbrella liability; and (B) design contractors to provide evidence of insurance in the following amounts: \$5,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 (CSL) in auto liability; \$1,000,000 in professional liability and \$5,000,000 excess/umbrella liability.
- (b) Each Party must:
 - (i) give the other Party 20 days' notice prior to any reduction in scope or cancellation or expiration of any insurance procured by it under this Section 8.2;
 - (ii) give the other Party 20 days' notice prior to it agreeing to a reduction in scope or the cancellation or expiration of any insurance procured by a LACMTA Contractor or Utility Contractor (as applicable) under this Section 8.2; and
 - (iii) notify the other Party within five days if it receives a notice from a LACMTA Contractor or Utility Contractor (as applicable) of the expiration of any insurance procured under this Section 8.2.

- (c) If Utility is itself performing work for a Rearrangement, Utility may self-insure and agrees to protect LACMTA, its officers and employees at the same level with respect to types of coverage and minimum limits of liability as LACMTA would have required of third party insurance, and Utility agrees that such self-insurance shall include all duties, obligations and responsibilities of an insurance company with respect to any claim made under such self-insurance program. At least 30 days prior to the implementation of any self-insurance program, Utility shall provide to LACMTA certification that Utility meets the requirements of this Section 8.2. If Utility does not self-insure in accordance with this Section 8.2(c), Utility shall itself obtain insurance complying with the requirements of Sections 8.2(a) (Insurance) and 8.2(b) (Insurance).

ARTICLE 9. RESOLUTION OF DISPUTES

9.1 Attempt to Resolve

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

9.2 Continuation of Performance

- (a) The existence and details of a Dispute notwithstanding, both Parties shall continue, without delay, their performance under this Agreement, except for any performance which LACMTA, in its sole and reasonable discretion, determines should be delayed as a result of such Dispute. LACMTA shall continue to pay sums due and payable and not in Dispute, during any such period of continued performance.
- (b) If a Party fails to continue its performance under this Agreement, then any additional costs which may be incurred by the other Party as a result of said failure to continue to so perform shall be borne by the non-performing party.

9.3 Resolution Processing

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

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

9.4 Documentation of Disputes

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

ARTICLE 10. MISCELLANEOUS

10.1 Force Majeure

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

10.2 Approvals, Further Documents, and Actions

- (a) Any determination, acceptance, approval, consent, permission, satisfaction, agreement, waiver, authorization or any other similar action (collectively, "**Approval**") required or permitted to, be given by any Party pursuant to this Agreement or any Work Order:
 - (i) must be in writing to be effective (except as otherwise specifically allowed by this Agreement); and
 - (ii) shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval.
- (b) The Parties agree to execute such further documents, agreements, instruments, and notices, and to take such further actions, as may be necessary or appropriate to effectuate the transactions contemplated by this Agreement.

10.3 Notices

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

To Utility:
CenturyLink Communications (Brand name "Lumen Technologies")
1550 Marlborough Ave
Riverside, CA 92507
Attn: Bryan Church, Field OSPE

And Copy To:
Digital communication of notices to: relocations@lumen.com; bryan.church@lumen.com; and cc to: clem.helmstetter@lumen.com Reference Project # P-230066

With a copy for default notices only to:

Lumen Technologies (CenturyLink)
931 14th Street
Denver, CO 80202
Attn: Law Department

To LACMTA:

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

With a copy to:

Senior Executive Officer, Real Estate
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 22nd Floor
Los Angeles, CA 90012
Email: rockwellh@metro.net
Attn: Holly Rockwell

County Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 24th Floor
Los Angeles, CA 90012
Email: saferc@metro.net

- (b) Any notice served personally shall be deemed delivered upon receipt, and any notice served by U.S. certified mail or by recognized overnight mail or courier service shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service, courier service or other person making the delivery, and any notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to this Section 10.3). All notices (including by email communication) delivered after 5:00 p.m. PST will be deemed delivered on the first day following delivery that is not a Saturday, a Sunday, or a federal public holiday. Utility or LACMTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice given to the other Party in accordance with this Section 10.3.
- (c) The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each such alternate procedure shall be described, in writing and signed by the LACMTA Representative and by the Utility Representative.

10.4 Assignment; Successors and Assigns

A Party cannot assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party unless this Agreement expressly provides otherwise; provided, however, said consent shall not be unreasonably withheld, conditioned, or delayed. This Agreement is

binding upon and will inure to the benefit of LACMTA and Utility and their respective successors and permitted assigns.

10.5 Waiver

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

10.6 Entire Agreement and Modification

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

10.7 Time

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

10.8 Governing Law and Jurisdiction

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

10.9 Severability

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

10.10 Counterparts

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

10.11 Limitation on Third Party Beneficiaries

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

10.12 Survival

The representations, warranties, indemnities, waivers and dispute resolution provisions set out in ARTICLE 9 (Resolution of Disputes), all payment obligations hereunder incurred prior to termination of this Agreement, and all other provisions that by their inherent nature should survive termination of this Agreement, shall survive the termination of this Agreement for the period of the applicable statute of limitations.

10.13 Confidential Information

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

ARTICLE 11. DEFINITIONS AND INTERPRETATION

11.1 Definitions

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

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

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

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

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

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

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

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

"**Archaeological Remains**" means any antiquities, fossils, coins, articles of value, precious minerals, cultural artifacts, human burial sites, paleontological and human remains, articles of scientific interest and other

similar remains of archaeological, paleontological or scientific interest discovered in any part of the Transit Project Right-of-Way.

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

- (a) the 60% Design Documentation for the Rearrangement approved (or deemed approved) by Utility under the terms of this Agreement;
- (b) the scope, specifications and requirements that form the basis of the applicable request for proposal issued by LACMTA for the part of the Subject Transit Project scope of work that includes or necessitates the Rearrangement; or
- (c) such other level of Design Development agreed in the applicable Work Order.

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

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

provided that the term "Betterment" shall exclude:

- (i) an upgrade, which the Parties agree, will be of direct and principal benefit to the construction, operation and/or maintenance of the Subject Transit Project;
- (ii) an upgrade resulting from Design or Construction in accordance with the applicable Utility Standards as set out in Section 3.5 (Utility Standards) and any changes or additions to those Utility Standards notified to LACMTA prior to the establishment of the Basis of Design for the Rearrangement and that have not been adopted by Utility in breach of Section 3.5(a) (Utility Standards);
- (iii) measures to mitigate environmental impacts identified in the Subject Transit Project's final environmental impact report or statement and any supplemental environmental reports for the Subject Transit Project;
- (iv) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size; or
- (v) an upgrade that is the consequence of changes made by LACMTA or a LACMTA Contractor after the establishment of the applicable Basis of Design for the Subject Transit Project.

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

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

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

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

"Construction" means all construction activities related to a Rearrangement including the removal, demolition, replacement, restoration, alteration or realignment of Conflicting Facilities and the procurement, installation, inspection and testing of Replacement Facilities including temporary and permanent materials and equipment. "Construct" shall be construed accordingly.

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

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

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

"CPUC" means the California Public Utilities Commission.

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

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

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

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

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

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

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

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

"Emergency" means an unexpected situation that poses an immediate danger to health, life, property, or environment and that requires immediate action. An example of an Emergency situation includes, but is not limited to, damage to a fiber optic cable which supports governmental services. "Emergencies" shall be construed synonymously.

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

"Facility" means real or personal property identified within the route of a Transit Project, such as structures and improvements located on public rights-of-way under the jurisdiction of the County, City, public or private Utility, or LACMTA including streets, highways, bridges, or alleys. Examples of facilities include: storm drains, sanitary sewers, landscaping, trees, traffic signals, street lights, parking meters, police and fire alarm systems, manholes, poles, anchors, ducts, cables, structures, utility boxes, communications facilities, cables, and fibers.

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

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

- (a) war, civil war, invasion, violent act of foreign enemy or armed conflict or any act of terrorism;
- (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by affected Party;
- (c) ionizing radiation unless the source or cause of the ionizing radiation is brought to or near the Project Site by the affected Party;

- (d) any fire, explosion, unusually adverse weather, flood or earthquakes;
- (e) any named windstorm and ensuing storm surges, including the direct action of wind originating from a named windstorm;
- (f) any riot or civil commotion;
- (g) any blockade or embargo;
- (h) epidemic, pandemic or quarantine; or
- (i) any official or unofficial strike, lockout, go-slow or other dispute, generally affecting the construction industry or a significant sector of it,

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

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

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

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

"LACMTA" is defined in the Preamble.

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

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

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

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

"Normal" Submittal is defined in Section Error! Reference source not found. of Exhibit 1 (Submittal Review Procedure).

"Notice" means any communication under this Agreement including any notice, consent, approval, request, and demand.

"Package" means each package of Design Documentation submitted in accordance with this Agreement.

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

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

"Potential Notice of Betterment Form" means the form set out in Part C of Exhibit 3 (Forms).

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

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

"Rearrangement" means the work of relocation, removal, rearrangement, Abandonment or Protection-in-Place of a Conflicting Facility or a part of it, whether permanent or temporary, which LACMTA determines in its sole, reasonable discretion is necessary in order for a Transit Project to comply with Applicable Law or otherwise which LACMTA and Utility mutually agree is necessary in order to accommodate construction, operation, maintenance or use of a Transit Project. "Rearranged" will be construed accordingly.

"Reduced" Submittal is defined in Section Error! Reference source not found. of Exhibit 1 (Submittal Review Procedure).

"Remedial Action" is defined in Section 4.8(d) (Responsibility for Remedial or Protective Action).

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

"Service Life" means total useful life of a Utility Facility in years after it is first constructed and functional for the intended service or conveyance, except for any segment of the Utility's service, distribution, or transmission lines, regardless of the length of time involved.

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

"SSPWC" means Standard Specifications for Public Works Construction.

"Subject Transit Project" when referenced generally, means a Transit Project involving or likely to involve a Rearrangement; or when referenced in connection with a particular Rearrangement, means the Transit Project which necessitates such Rearrangement; provided, however, that if LACMTA enters into more than

one LACMTA Contract for construction of a particular Transit Project, then where the context so requires, the term "Subject Transit Project" shall refer to that portion of such Transit Project which is being Constructed by a particular LACMTA Contractor and which necessitates such Rearrangement.

"Submittal Review Timetable" means the timetable for review of submittals set out in Section Error! Reference source not found. of Exhibit 1 (*Submittal Review Procedure*).

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

"Transit Projects" means the design, construction, operation and/or maintenance of light rail, heavy rail (including subway) Busway, tram, or other related systems proposed by LACMTA as public works or public transportation type projects to predominately move passengers in a large metropolitan city-county environment and includes:

- (a) the design and construction work undertaken by or at the direction of the LACMTA in order to create either a new system or to modify, alter, extend or maintain an existing Transit Project, whether or not such work is described in the Recitals;
- (b) the LACMTA proposed projects and systems described in the Recitals; and
- (c) Freeway High Occupancy Toll (HOT) lanes related projects (including Express Lanes/Fastrak, etc.) undertaken by or at the direction of LACMTA,

and "Transit Project" shall mean any one of such projects.

"Transit Project Facility" means a Facility that is a component of or an appurtenance to a Transit Project including a station, the rail trackage infrastructure, a related maintenance facility, signaling and train control system.

"Transit Project Right-of-Way" means:

- (a) real property owned (or intended for acquisition) by LACMTA and used (or proposed to be used) for Transit Project purposes; and
- (b) those portions of public streets or rights-of-way on which are located (or proposed to be located) any Transit Project Facilities or which are otherwise used (or proposed to be used) by LACMTA for Transit Project purposes.

"Utility" is defined in the Preamble.

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

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

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

- (a) under the ownership or operating jurisdiction of Utility;

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

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

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

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

11.2 Construction and Interpretation

- (a) In this Agreement unless otherwise expressly stated:
 - (i) headings are for convenience only and do not affect interpretation;
 - (ii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement or such other agreement, instrument, or document as amended or supplemented from time to time;
 - (iii) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);
 - (iv) subject to Section 11.2(a)(v) (Construction and Interpretation), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;
 - (v) reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);
 - (vi) a reference to a person includes such person's permitted successors and assigns;
 - (vii) a reference to a singular word includes the plural and vice versa (as the context may require) and the masculine, feminine and neuter genders shall each be deemed to include the other or others whenever the context so indicates;
 - (viii) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively and the word "or" is not exclusive;
 - (ix) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay and "shall" when stated is to be considered mandatory; and

- (x) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".
- (b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.

[AGREEMENT SIGNATURES APPEAR BELOW]

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

UTILITY: CENTURYLINK COMMUNICATIONS, LLC

Field Operations Manager:

APPROVED AS TO FORM:

By (Signature): Pablo Mercado
Pablo Mercado (Aug 3, 2024 10:58 PDT)
Print Name: Pablo Mercado
Print Title: SR MGR Field Ops
Date Signed: digital date above

By: Michael Casey
Michael Casey (Aug 3, 2024 10:42 PDT)
Print Name: Michael Casey
Print Title: MGR Construction Reimbursement
Date: digital date above

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION:

Chief Program Management Officer:

APPROVED AS TO FORM:

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

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

EXHIBIT 1

Submittal Review Procedure

1. DESIGN BY UTILITY

1.1 If LACMTA and Utility mutually agree that Utility or its contractor shall Design a particular Rearrangement, Utility shall Design each Rearrangement, as well as provide Design Support. Prior to commencing Design, Utility shall submit a Form 60 to estimate the Design and Design Support total effort. Utility shall proceed with Design of such Rearrangement in accordance with the following:

1.2 Utility shall diligently perform its Design work in conformance with the Design schedule for the Rearrangement that is mutually agreed upon by LACMTA and Utility, subject to Section 2.3.6. Utility shall coordinate with LACMTA as is necessary to develop plans satisfactory to both MTA and Utility for each Rearrangement, with appropriate traffic control plans, subject to the requirements of this Agreement. The schedule for Utility's completion of Design, coordination requirements, review procedures, and related provisions shall be included as attachments to the Work Order, which shall also include the not-to-exceed cost of completing the Design of the specific Rearrangements based upon the Form 60. Betterments shall be addressed in accordance with Article 5.

1.3 Utility shall prepare a complete set of Design plans, traffic control plans, and specifications for each Rearrangement, together with (a) Utility's itemized estimate of the total Cost of work, and (b) an estimate of the time needed to perform the required Rearrangement Construction. During Utility's Design process for each Rearrangement, LACMTA shall have the right to review and comment on the plans and specifications as well as on the Cost and time estimates. In order to facilitate such review, Utility shall submit to LACMTA its Design product for each Rearrangement at the completion of the Preliminary Engineering and Design Development phases; provided, however, that LACMTA shall provide any comments on such Design products to Utility within 30 days after receipt, and if LACMTA comments are not received by Utility within the thirty (30) day period, Utility's Design plans and specifications shall be deemed approved. All final Designs, including time and cost estimates, shall be subject to MTA's written approval. Unless otherwise expressly provided for herein, Utility may not change the plans and specifications prior to or during the progress of Construction, except with prior written concurrence of LACMTA, LACMTA's review and approval of any Design furnished by Utility shall be solely for purposes of assessing compatibility of the Rearranged Utility Facilities with the Subject Transit Project, coordination with LACMTA's work on the Subject Transit Project, and Cost issues. LACMTA has and undertakes no duty to review such Designs for their quality, suitability for the intended purpose or for the adequacy of Rearranged Utility Facilities (as designed) for the purposes for which they are intended to be used.

1.4 Utility shall be responsible for errors in and omissions from any Designs prepared or provided by Utility, its consultants or contractors.

1.5 Utility shall apply and obtain all necessary permits and approvals from all local jurisdictions in order to perform work.

1.6 The following scheduling provisions shall apply:

(a) Utility shall deliver the Final Design for each Rearrangement to LACMTA for its review and approval in accordance with the schedule established in the applicable Work Order authorizing such Design work.

(b) As soon as reasonably practicable, Utility shall submit to LACMTA any modified Design necessitated by LACMTA's review and comments pursuant to Section 1.3, but not later than thirty (30) days, or such later date as the Parties may mutually agree, after Utility's receipt of LACMTA's comments.

1.7 Following any modification by LACMTA of Construction plans for the Subject Transit Project, Utility shall have a reasonable amount of time, as the Parties may mutually agree, in which to complete redesign of its Rearrangements. Each Party shall reasonably exercise its right to approve the timing for submittals of a revised Design, considering LACMTA's schedule for the Subject Transit Project, Utility's workload for carrying out its public utility duties, the type of Utility Facilities involved, the extent of the modification of the Construction plans for the Subject Transit Project, and the extent of the resulting changes necessary to the Rearrangement Design.

2. DESIGN PERFORMED BY LACMTA

2.1 If LACMTA and Utility mutually agree that LACMTA shall Design a specific Rearrangement, LACMTA shall issue Work Orders for Utility to review plans and specifications as required, and the following procedures shall govern:

2.2 Coordination of Design and the development of the Design plans and specifications shall be accomplished through the LACMTA Representative who shall confer from time to time with the Utility Representative, except to the extent that responsibility for same has been delegated to LACMTA's Contractors in accordance with Article 3.1.

2.3 LACMTA or its Contractor shall submit to Utility plans and specifications for each Rearrangement: at the Preliminary Engineering, Design Development and Final Design stages for Utility review/approval or comment consistent with the requirements of this Agreement; provided that the schedule for such submittals and responses shall conform to the following requirements:

(a) Within ten (10) business days after receipt of up to 3 Design submittals (the "Review for Completeness Period"),

(i) Utility shall inform LACMTA whether the submittal is sufficiently complete for Utility review purposes, and

(ii) if not sufficiently complete, Utility shall so notify LACMTA, or shall return the submittal to MTA together with a written identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies.

(b) The provisions of this Section 2.3 also will apply to any re-submittal of a Design. by LACMTA, whether in response to a Utility notice or return of an incomplete submittal, or in response to substantive Utility comments.

2.4 Utility's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with (a) the most recent previous submittal, modified as appropriate to respond to Utility comments on such submittal and to reflect any subsequent changes agreed to by Utility and LACMTA, or (b) earlier submittals which have been approved by Utility. However, Utility shall have the right to make new comments on any material changes from previous submittals. Approval shall run parallel with the Review of Completeness Period.

EXHIBIT 2

Inspection and Acceptance Procedure

1. INSPECTION DURING CONSTRUCTION

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

2. ACCEPTANCE PROCEDURE

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

EXHIBIT 3

Forms

Part A: Form 60 (Modified for URA)

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

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

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

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

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

Part B: Form of LACMTA-Utility Non-Disclosure Agreement

Non-Disclosure and Confidentiality Agreement – [Insert name of applicable Transit Project]

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

RECITALS

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

NOW THEREFORE, the Parties hereby agree to the following:

AGREEMENT

1. DEFINITION OF INFORMATION AND SSI

Materials and information including indicative and draft drawings or design specifications ("Information") may be released by LACMTA to Utility in connection with the Purpose. All or part of the Information may be designated as Security Sensitive Information ("SSI") and confidential information or may be exempt from disclosure to the public or other unauthorized persons as provided under 49 CFR 1520.5(a) and/or California Government Code sec. 6254.

2. NON-DISCLOSURE/USE OF INFORMATION

2.1 The terms of this Section 2 are subject to Section 5 below.

2.2 Utility agrees to preserve the confidentiality of the Information, and shall not use it or permit it to be accessed or used, except for the Purpose as stated in this Agreement. Utility will take all reasonable and necessary steps to protect the Information and prevent disclosure of the Information to any unauthorized person. Any disclosure of the Information that is deemed necessary in connection with the Purpose shall be in accordance with the terms and conditions of this Agreement.

2.3 Utility shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information of a like nature to prevent its unauthorized use, dissemination or publication to any unauthorized person.

2.4 Utility shall manage, store, and use Information which is disclosed in a digital or electronic format in a secure platform (including password protection, encryption, and/or utilizing cyber-secured storage that prevents use and access by any persons not authorized to use/access such Information pursuant to the terms of this Agreement). Utility agrees that it will not copy, install or load any Information onto any platform that is connected to an internal or external system network, or to the internet, unless Utility has demonstrated to the satisfaction of LACMTA that the Information is protected with appropriate security protocols that ensure the security of the Information.

- 2.5 Utility shall not disclose or cause to be disclosed any Information to anyone, except to Utility's designated employees, agents, representatives, contractors, subcontractors, advisors or consultants who ("**Authorized Personnel**") (a) require direct access to the Information to assist Utility, or act on its behalf, in relation to the Purpose as stated in this Agreement; (b) are informed by Utility of the confidential nature of the Information and of the terms of this Agreement; and (c) have executed an acknowledgement of the terms of this Agreement in the form attached as Attachment A ("**Acknowledgement of Authorized Personnel**"). Upon request by LACMTA, Utility shall provide copies of each executed Acknowledgement of Authorized Personnel to LACMTA.
- 2.6 Utility shall be responsible for any act and/or omission of any Authorized Personnel in breach of this Agreement. If Utility becomes aware of any breach of the terms of this Agreement including, without limitation, that Information has been used or disclosed to a person other than the Authorized Personnel in violation of this Agreement, Utility shall: (a) give LACMTA notice of the use or disclosure within one business day of Utility's knowledge of the breach; (b) take all reasonable steps to recover the Information; and (c) obtain agreement by the person that received the Information that it will not disclose the Information to other person and will protect the Information from further disclosure.
- 2.7 If, upon receipt of the Information, Utility or any of its Authorized Personnel recognize that it/they (respectively) are competitors of LACMTA's consultant, contractor, or other third party provider that has developed the Information, Utility shall immediately give written notice to LACMTA of this fact and shall not open, or otherwise take any action that may permit the Information to be used by Utility or its Authorized Personnel before LACMTA has an opportunity to resolve any potential conflicts regarding use of the Information by Utility and/or Authorized Personnel (as applicable).
- 2.8 Utility shall be permitted to make copies of the Information solely as necessary to carry out the Purpose, which shall be protected in the same manner as the original Information and shall be subject to Section 3.2 and the other terms of this Agreement.
3. **OWNERSHIP AND RETURN/DESTRUCTION OF INFORMATION**
- 3.1 All Information disclosed by LACMTA under this Agreement is and shall remain the property of LACMTA and may be recalled by LACMTA at any time.
- 3.2 Subject to Section 5 below, upon receipt of a written request from LACMTA, or upon termination of this Agreement, Utility must: (a) promptly collect all copies of the Information in the possession or control of Utility and its Authorized Personnel, and deliver to LACMTA all of the Information, including all copies, reproductions, and facsimiles, within 10 days from receipt of a request to that effect; or (b) if specified in LACMTA's request, destroy the Information (or part of it) and provide LACMTA written certification of such destruction within 10 days from receipt of the request to that effect. The return or destruction of any Information shall not release Utility from its obligations under this Agreement.
- 3.3 Utility shall not be required to return Information that is subject to a pending Legal Compulsion pursuant to applicable law as contemplated in Section 5.
4. **MARKING OF INFORMATION**
- Information shall be marked "Confidential" and/or "SSI". Notwithstanding the foregoing, failure to mark any Information as Confidential or SSI shall not exclude any Information from the protection of the terms and conditions in this Agreement.
5. **LEGAL COMPULSION; DUTY TO SEEK PROTECTION**
- If Utility (including its Authorized Personnel) is served with a subpoena, administrative or court order, or other legal process ("**Legal Compulsion**") that requires Utility to produce or provide Information (or any part of it)

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

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

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

7. **NO WARRANTY**

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

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

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

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

9. **RESTRICTIONS ON RELEASE OF INFORMATION**

With regard to Information disclosed by LACMTA, such Information may constitute public records that are exempt from release under the California Public Records Act (California Government Code sec. 6250 et seq.) and shall not be deemed releasable to any third party under the terms of this Agreement. Therefore, Utility shall not release any LACMTA Information to any third party not covered by the terms of this Agreement.

10. **REMEDIES**

Utility acknowledges that damages for improper disclosure of Information may be irreparable; therefore, LACMTA may enforce its rights under this Agreement by any and all available remedies, including, without

limitation, equitable relief including a temporary restraining order, or preliminary or permanent injunction for any violation or threatened violation of this Agreement by Utility, any Authorized Personnel or any other person that has received or obtained access to the Information.

11. **INDEMNITY**

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

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

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

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

13. **GENERAL**

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

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

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

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

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

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

13.7 Costs and Expenses. Unless expressly stated otherwise, each Party shall bear its own costs and expenses (including, without limitation, any attorneys' fees and costs) incurred in complying with this Agreement.

13.8 Representation on Authority of Parties/Signatories. Each Party represents and warrants that the person signing this Agreement on its behalf is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations under this Agreement have been duly authorized and that

the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

- 13.9 No Waiver. No failure or delay of a Party to exercise any of its rights under this Agreement or the waiver by a Party of any condition for its benefit shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude other or further exercise thereof or any other right. The waiver of any breach of this Agreement shall not be deemed to be waiver of any other or any subsequent breach.
- 13.10 Counterparts and Signatures. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement. Handwritten signatures to this Agreement transmitted by telecopy or electronic transmission (for example, through use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the Party so signing. Each Party agrees to promptly deliver to the other Party an executed original of this Agreement with its actual signature, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each Party to this Agreement shall be bound by its own telecopied or electronically transmitted handwritten signature and shall accept the telecopied or electronically transmitted handwritten signature of the other Party to this Agreement.

[SIGNATURES ON NEXT PAGE]

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

UTILITY: CENTURYLINK COMMUNICATIONS, LLC

Chief Executive/Operations Officer:

APPROVED AS TO FORM:

By (Signature): *Gary L. Nelson*
Gary L. Nelson (Aug 3, 2024 17:30 MDT)

By: *Michael Casey*
Michael Casey (Aug 3, 2024 17:42 PDT)

Print Name: Gary Nelson

Print Name: Michael Casey

Print Title: DIR West Coast Ops (Ops Officer)

Print Title: MGR Construction Reimbursement

Date Signed: digital date above

Date: digital date above

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION:

Chief Program Management Officer:

APPROVED AS TO FORM:

By (Signature): _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date Signed: _____

Date: _____

Attachment A

Acknowledgement of Authorized Personnel

I, _____ (enter full name) ("Authorized Personnel"), am engaged as a _____ (enter role e.g. employee, consultant, advisor) of [●] (the "Utility").

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

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

Signature: _____

Print Name: _____

Title: _____

Date: _____

Part C: LACMTA "NOTICE OF POTENTIAL BETTERMENT" FORM

Word file of the latest version of this form is available upon request from LACMTA's assigned Third Party Administration (TPA) Representative.

Alternatively, a written memorandum on Utility's letterhead may be submitted to the TPA Representative with the following required information:

1. **Scope:** Describe in detail with reference to applicable sections of this Utility Reimbursement Agreement, Utility Standards, and Applicable Law including any relevant codes.

Note the following common reasons for denial:
 - (a) Scope is not per agreed Utility Standard or a legal requirement.
 - (b) Scope added after establishment of Basis of Design.
 - (c) Scope is not endorsed by LACMTA as a Transit Project requirement.
 - (d) Scope is not identified in the EIR or amendments
2. **Detailed Justification:** Why does Utility believe the scope is not a Betterment? Cite specific prior cases, exceptions under Applicable Law including any relevant codes, project-specific reasons, etc.
3. **Cost Estimate:** Use Form 60 to provide a detailed cost breakdown as proposed for the Betterment in question.
4. **Where Utility Agrees Scope is a Betterment and Provides Separate Funding:** the source of funds must be specified, Utility approved financial documents supporting validity and timing of funds must be provided, and a determination regarding whether Utility will commit to provide adequate front funding for cash-flow must be made.
5. **Signatures:** The form shall provide a signature block with two signatures from Utility Representatives, agreeing to the information provided.
6. **LACMTA Signatures:** The form signature block area shall provide for LACMTA to countersign with two LACMTA Representative signatures with checkboxes indicating whether the Betterment proposal is denied or approved.

EXHIBIT 4

Federal and Other Requirements

This Agreement, as to certain Transit Projects as notified by LACMTA under Section 2.6 (Governmental and Lender Requirements) of this Agreement, may be subject to a financial assistance agreement with the U.S. Department of Transportation, Federal Transit Administration, and as such is subject to the following terms and conditions and such other terms and conditions notified by LACMTA under Section 2.6 (Governmental and Lender Requirements) of this Agreement as to such Transit Projects only:

1. AUDIT AND INSPECTION

- 1.1 Utility shall comply with all financial record keeping, reporting and such other requirements as may be imposed as a condition to or requirement of funding obtained by LACMTA from third parties (provided that LACMTA gives reasonable notice of such requirements to Utility). Utility shall permit the authorized representatives of LACMTA, the U.S. Department of Transportation, the Comptroller General of the United States, any other government agency, and/or financial institution providing funding or oversight on a Subject Transit Project to inspect, audit and copy, during normal business hours and upon reasonable notice, all non-privileged or non-confidential cost and other relevant records relating to performance by Utility, its contractors and subcontractors under any Work Order issued to Utility for a Subject Transit Project or Rearrangements, from the date of this Agreement through and until not less than three years after the date of termination or expiration of this Agreement, except:
- (a) in the event of litigation or settlement of claims arising from performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto; and
 - (b) such later date as is required by the rules and regulations of any such government agency or financial institution (provided LACMTA gives reasonable notice of such later date to Utility).

Each Party shall bear its own costs and expenses in connection with undertaking any audit, and in responding thereto.

- 1.2 Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. By providing any of its records for examination pursuant to this Exhibit 4, Utility represents and warrants that such records are accurate. Utility further agrees to permit the Federal Transit Administration and its contractors access to sites of performance under this Agreement as may be reasonably required. In the case of such contractors, consultants, subcontractors and suppliers, any records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

2. INTEREST OF MEMBERS OF CONGRESS

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

3. PROHIBITED INTERESTS

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

a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

4. **Equal Employment Opportunity**

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

5. **DISADVANTAGED BUSINESS ENTERPRISE**

In connection with the performance of this Agreement, Utility will cooperate with LACMTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises.

6. **PRIOR APPROVAL**

This Agreement may be subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

7. **NON-DISCRIMINATION**

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

8. **BUY AMERICA**

If Utility performs any Construction work under a Work Order, Utility must comply with 49 U.S.C. 5323(j) and 49 CFR Part 661 et seq., which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. If Utility performs any Construction work under a Work Order, Utility shall incorporate the Buy America conditions set out in this Section 8 in every contract or purchase order entered into with a Utility Contractor in respect of such Construction work and shall enforce such conditions.











RELO P-230066 CenturyLink-LACMTA_URA_2 024.07.22

Final Audit Report

2024-08-05

Created:	2024-08-05
By:	Clem Helmstetter (clem.helmstetter@lumen.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhwOpGph5lqVzrxXK0T9UWqli8hMp3DVY

"RELO P-230066 CenturyLink-LACMTA_URA_2024.07.22" History

-  Document created by Clem Helmstetter (clem.helmstetter@lumen.com)
2024-08-05 - 5:05:43 PM GMT- IP address: 136.32.88.219
-  Document emailed to Michael Casey (michael.e.casey@lumen.com) for signature
2024-08-05 - 5:07:02 PM GMT
-  Document emailed to pablo.mercado@lumen.com for signature
2024-08-05 - 5:07:02 PM GMT
-  Document emailed to gary.nelson4@lumen.com for signature
2024-08-05 - 5:07:02 PM GMT
-  Email viewed by Michael Casey (michael.e.casey@lumen.com)
2024-08-05 - 5:41:44 PM GMT- IP address: 70.176.64.250
-  Document e-signed by Michael Casey (michael.e.casey@lumen.com)
Signature Date: 2024-08-05 - 5:42:17 PM GMT - Time Source: server- IP address: 70.176.64.250
-  Email viewed by pablo.mercado@lumen.com
2024-08-05 - 5:57:43 PM GMT- IP address: 104.47.55.126
-  Signer pablo.mercado@lumen.com entered name at signing as Pablo Mercado
2024-08-05 - 5:58:10 PM GMT- IP address: 155.70.104.119
-  Document e-signed by Pablo Mercado (pablo.mercado@lumen.com)
Signature Date: 2024-08-05 - 5:58:12 PM GMT - Time Source: server- IP address: 155.70.104.119
-  Email viewed by gary.nelson4@lumen.com
2024-08-05 - 11:29:34 PM GMT- IP address: 104.47.55.126

 Signer gary.nelson4@lumen.com entered name at signing as Gary L. Nelson

2024-08-05 - 11:30:04 PM GMT- IP address: 155.70.52.165

 Document e-signed by Gary L. Nelson (gary.nelson4@lumen.com)

Signature Date: 2024-08-05 - 11:30:06 PM GMT - Time Source: server- IP address: 155.70.52.165

 Agreement completed.

2024-08-05 - 11:30:06 PM GMT



Utility Reimbursement Agreements



Metro

June 2025

Action

ACTION:

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

- A. EXECUTE Utility Reimbursement Agreements (URA's) with Level 3 Communications and Centurylink Communications to accommodate Metro's ongoing Projects; and
- B. NEGOTIATE and execute similar as-needed Utility Agreements with other communication company owners to accommodate Metro's ongoing projects.

Background

BACKGROUND:

Centurylink and Level 3 Communication have several facilities in direct conflict with Metro Projects.

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

Executing these Utility Agreements are key next steps to memorializing these roles and responsibilities to ensure the successful delivery of Metro's ongoing Projects.

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

Services Provided

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

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

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



Board Report

File #: 2025-0374, File Type: Contract

Agenda Number: 25.

CONSTRUCTION COMMITTEE JUNE 18, 2025

SUBJECT: PROGRAM CONTROL SUPPORT SERVICES

ACTION: APPROVE RECOMMENDATIONS

RECOMMENDATION

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to increase authorized funding for Contract No. PS89856000 with Kal Krishnan Consulting Services/Triunity Engineering and Management Joint Venture (KTJV), for pending and future Contract Work Orders to continue to provide Program Control Support Services (PCSS) in an amount Not-To-Exceed (NTE) \$35,000,000, increasing the current authorized funding limit for the base contract from \$50,000,000 to \$85,000,000 through FY28; and
- B. EXECUTING individual Contract Work Orders and Contract Modifications within the Board approved contract funding amount.

ISSUE

In January 2023, the Board approved awarding a five-year Contract No. PS89856000, plus two, one-year options, to KTJV, a DBE Prime Joint Venture, for Program Control Support Services. The award consisted of a five-year base contract value of \$85,000,000, plus \$38,000,000 for two, one-year options, resulting in a total not-to-exceed amount of \$123,000,000 through Fiscal Year 2030, with a not-to-exceed funding amount of \$50,000,000 for the first three years of the contract. This created the largest small business led consultant services contract at Metro.

Staff have awarded Contract Work Orders (CWOs) and modifications which have encumbered \$42,963,747.52, which leaves \$7,036,252.48 of the authorized funding remaining available for upcoming work. Attachment B lists the PCSS contract CWO/modifications executed to date. Each of the CWOs and corresponding modifications are funded from the associated project's budget within the limits of Board authorization. Use of the contract has met staff expectations and the additional \$35,000,000 funding authorization, increasing the current authorized funding limit for the base contract from \$50,000,000 to \$85,000,000, is now recommended. With only 14% in current authorization remaining uncommitted, this additional funding authorization is advantageous to execute contract work orders through FY28.

BACKGROUND

To date, KTJV is continuing staff augmentation assignments on major transit construction projects, miscellaneous capital projects, rail and bus facility improvements, soundwalls, Regional Rail, Highway, and environmental projects; specialty assignments such as constructability reviews, risk assessment support, procedure writing and training, Project Management Information System (PMIS), DBE/SBE/DVBE compliance monitoring support services, DBE/SBE/DVBE commercially useful functions, and other projects as necessary (see Attachments B and C).

KTJV has been responsive and works with Metro staff to provide the qualified resources necessary for Program Control to meet the aggressive implementation schedule for delivering Metro's Capital Program.

DISCUSSION

Metro is continuing to undertake the largest transportation construction program in the nation. This creates an unprecedented challenge to project delivery. Recognizing that staffing is a key factor in project delivery, Metro Program Control is committed to developing strengths in its capacity and capability to ensure the multi-billion-dollar capital program can be successfully managed. Attachment C lists the projects the PCSS contract currently supports and those staff anticipate it will support over the duration of the contract. This list includes necessary support for both program-wide and project specific needs, the scope of which is further described below.

Metro staff works with KTJV to scale staff up or down depending on Metro's transit, highway, regional rail and other capital improvement program needs. With the volume of work that accompanies Metro's fast-paced Capital program, the PCSS contract utilization to assist Program Control, Program Management, and Diversity and Economic Opportunity Departments in securing enough qualified, flexible resources across a broad spectrum of disciplines in a timely manner is essential to manage and support delivery of Board approved projects. The PCSS contract allows Metro to augment staff efficiently and effectively, as required, to ensure proper resources needed to manage the projects are available to Metro in terms of staff availability and technical expertise.

Scope

Close coordination and expertise across multiple disciplines are required to support the project implementation schedule for delivering Metro's Capital Program in the following seven key functions: Program Control, Diversity and Economic Opportunity Department (DEOD) small business programs, Federal Transit Administration Full Funding Grant Agreement Compliance, Project Control, Cost Estimating, Configuration Management and Other Technical Training, and Project Management Information System (PMIS) Support. Combining the above functions together into one contract has allowed for improved coordination and more efficient allocation of resources for Metro than would otherwise be possible under a series of separate contracts. These centralized controls support a uniform and consistent approach for cost, schedule, risk, and estimating across projects. To date, the PCSS contract has succeeded in fulfilling the consultant staffing demand on a program-wide level on

various multiple transit, regional rail, highway, and other capital improvement projects.

The PCSS contract approach is similar to the construction management support services (CMSS) contracts that are separately awarded to provide consultants who complement Metro staffing and technical expertise needed on each major transit project. However, while the CMSS contracts typically serve individual transit projects, the PCSS contract fulfills the Program Control consultant staffing demand on a program-wide level. This Contract supports consistency of reporting Metro capital project costs in line with project controls procedures and best practices.

Contract funds are authorized by issuing separate CWOs for the various projects using labor classifications and rates set forth in the contract, with funding solely supported through project budgets. This method of contracting results in more efficient cost and schedule management, since CWOs and Modifications to existing CWOs are negotiated and issued as additional work is identified. For each CWO or Modification, Metro prepares a scope of work and an estimate of hours, and KTJV subsequently provides a cost proposal. Metro and KTJV fact-finds and negotiates the level of effort hours if there is a discrepancy. After agreement the CWO is issued and the work proceeds.

DETERMINATION OF SAFETY IMPACT

This Board action will not have an impact on established safety standards for Metro's capital projects.

FINANCIAL IMPACT

The NTE award value is based on the anticipated level of services. Each individual CWOs will be funded from the associated projects' budget, within the limits of the Board authorized LOP and annual budgets. The project managers, cost managers and Sr. Executive Officer, Program Control are accountable for budgeting the cost in future years.

Impact to Budget

There will be no additional impact beyond the approved annual budget or respective project's authorized LOP amounts, where applicable. Most of the projects are funded with multiple sources of funds: federal and state grants, loans, bonds and local sales taxes. Local sales taxes eligible for bus and rail operations and capital improvements are programmed to state-of-good repair projects which are eligible for this source of funds.

EQUITY PLATFORM

Projects utilizing the PCSS contract fall under Major Transit Construction, Capital Projects, Rail and Bus Facilities Improvement, and Environmental Compliance which are expanding multi-modal options for travelers and diversify modes and costs of travel choices. The projects are located across Los Angeles County, including within and serving Equity Focus Communities (EFCs). Projects that utilize this contract in EFCs include Lines A (Blue), B (Red), C (Green), D (Purple), G (Orange), K, and L (Gold) in addition to Highway projects and many more listed on Attachment C, Anticipated List of Projects.

Projects that fall under the Major Transit Construction category increase transit access and

connectivity; improve access to key destinations, such as jobs, health care, school, and neighborhood amenities; improve air quality, and reduce household transportation costs for transit riders. Other capital projects expand multi-modal options for travelers through a variety of interventions, including light rail, active transportation infrastructure, and high-occupancy vehicle lane improvements. Infrastructure maintenance and improvements contribute to safe and accessible conditions for Metro riders and the general public, including soundwall protection, wayfinding, grade and modal separation, and transit station upgrades. Regional Rail capital program expand transit and other multi-modal choices for travelers in Los Angeles. Additional anticipated improvement projects include improved station access, increased rail capacity, and safer right-of-way improvements between different modes.

KTJV made an overall 65% DBE commitment on this Contract. The current level of DBE participation is 76.94%, exceeding the commitment by 11.94%. This Contract is the largest DBE prime contract awarded by Metro and underscores the commitment to fostering opportunities for small, minority-owned businesses.

VEHICLE MILES TRAVELED OUTCOME

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

The projects affected by the PCSS contract have mixed outcomes, but on the whole, most of the projects will likely decrease VMT in Los Angeles County. Within this suite of projects, Metro seeks to reduce single-occupancy vehicle trips, provide a safe transportation system, and increase accessibility to destinations via transit, cycling, walking, and carpooling. Some of the projects affected by the consultant services include items that will ease congestion for cars and trucks, or expand vehicle capacity, resulting in the possibility of increased VMT. However, these projects also provide for carpooling infrastructure and reinvestment of funding towards transit projects. In addition, the projects' multi-modal benefits may contribute to offsetting the possible increase in VMT.

While the agency remains committed to reducing VMT through transit and multimodal investments, some projects may induce or increase personal vehicle travel. However, the individual projects utilizing this Contract aim to ensure the efficient and safe movement of people and goods. Although the Highway projects and Express lanes projects may not directly contribute to the achievement of the Board-adopted VMT Reduction Targets, the VMT Targets were developed to account for the cumulative effect of a suite of programs and projects within the Metro region, which individually may induce or increase VMT. Additionally, Metro has a voter-approved mandate to deliver multimodal projects that enhance mobility while ensuring the efficient and safe movement of people and goods.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

Recommendation supports Strategic Plan Goal #1 - Provide high-quality mobility options that enable people to spend less time traveling. This is accomplished by providing program-wide Program Control support services to assist in delivering multiple capital projects on time and on budget while increasing opportunities for small business development and innovation.

ALTERNATIVES CONSIDERED

The Board may elect to discontinue using KTJV for PCSS. Staff does not recommend this alternative as the Program Management capital projects are in various degrees of completion and the loss of Program Control consultant staff would cause these projects to be significantly impacted.

Another alternative would be to hire Metro staff to perform the required services. This alternative is also not recommended since the intent of the PCSS Contract is to augment Metro staff in terms of technical expertise and availability of personnel. PCSS consultants are typically required on a periodic or short-term basis to accommodate for peak workloads or specific tasks over the life of the projects. Further, for some projects, the specific technical expertise required may not be available within the ranks of Metro staff, whereas the KTJV consultant can provide the technical expertise on an as-needed basis.

NEXT STEPS

Upon Board approval, staff will continue to issue Contract Work Orders, as needed.

ATTACHMENTS

Attachment A - Procurement Summary
Attachment B - Contract Work Order/Modification Log
Attachment C - Current and Anticipated List of Projects
Attachment D - DEOD Summary

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Stephanie Wiggins
Chief Executive Officer

PROCUREMENT SUMMARY

**PROGRAM CONTROL SUPPORT SERVICES (PCSS)
CONTRACT NO. PS89856000**

1.	Contract Number: PS89856000			
2.	Contractor: Kal Krishnan Consulting Services/Triunity Engineering and Management, JV			
3.	Mod. Work Description: Increase the contract Not-To-Exceed (NTE) funding amount.			
4.	Work Description: Program Control Support Services (PCSS)			
5.	The following data is current as of: May 16, 2025			
6.	Contract Completion Status:		Financial Status:	
	Award Date:		Board Approved NTE Funding Amount:	\$50,000,000.00
	January 27, 2023			
	Notice to Proceed (NTP):		Total Contract Modification Authority (CMA):	N/A
	N/A			
	Original Completion Date:		Value of Task Orders and Mods. Issued to Date (including this action):	\$42,963,747.52
	January 26, 2028			
	Current Est. Complete Date:		Remaining Board Approved Funding Amount:	\$7,036,252.48
	January 26, 2028			
7.	Contract Administrator: Pascale Batarseh		Telephone Number: (213) 922-6338	
8.	Project Manager: Daniel Estrada		Telephone Number: (213) 418-3076	

A. Contract Action Summary

This Board Action is to approve an increase in the contract not-to-exceed (NTE) funding amount in support of assisting the Program Management Department in managing and supporting delivery of the Metro Capital Program. The Program Control Support Services (PCSS) Contract has staff working on Metro's transit, highway, regional rail, and other capital improvement program needs.

On January 26, 2023, the Board of Directors approved the award of Contract No. PS89856000, Program Control Support Services (PCSS) to Kal Krishnan Consulting Services/Triunity Engineering and Management, JV for a base term of five (5) years for a NTE amount of \$85,000,000; plus two, one-year options for an amount NTE \$38,000,000, resulting in a total NTE amount of \$123,000,000 through Fiscal year 2030. The Board authorized an initial funding amount NTE \$50,000,000 for the first three years of the contract. The Board authorized the Chief Executive Officer to award and execute Contract Work Orders and Contract Modifications within the Board approved contract funding amount.

There have been 45 Contract Work Orders and modifications executed to date, totaling \$42,963,747.52. Furthermore, four Administrative Contract Modifications have also been executed to date. Details pertaining to the Contract Work Orders and Modifications are listed in Attachment B.

The total contract amount expended will be the aggregate value of all Contract Work Orders issued to the PCSS Consultant through the term of the contract.

B. Cost/Price Analysis

The negotiated cost and fixed fee amount or lump sum price for future Contract Work Orders will be determined to be fair and reasonable based upon fact finding, technical evaluation, independent cost estimate, cost analysis, and negotiations, before issuing the Contract Work Order authorizing the work to the PCSS Consultant. Contract Work Orders will be processed in accordance with Metro's Acquisition Policy and Procedures.

ATTACHMENT B**CONTRACT WORK ORDER LOG****PROGRAM CONTROL SUPPORT SERVICES (PCSS)****CONTRACT NO. PS89856000**

Contract Work Order (CWO) No.	Description	Date	CWO Approved	Adjustments Pending CWO Close-Out	Future CWO (FY25/26)	Board Approved Funding
N/A	Initial Authorized NTE Funding \$50,000,000.00	Board meeting date 01/26/2023	---	---	---	\$50,000,000.00
Subtotal						\$50,000,000.00

APPROVED CONTRACT WORK ORDERS

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Subtotal of CWOs Approved	See Exhibit 1 for detailed listing					\$42,963,747.52

NOTES

1 Contract Work Orders and Contract Work Order Modifications will be closed-out and any unused authorized amount will be credited back to the Project. Adjusting the Contract Work Order dollar amounts to actual expenditures.

BOARD ACTIONS	
Board Approved Funding - Current Contract Value	\$50,000,000.00
This Board Action	\$35,000,000.00
New Contract Value	\$85,000,000.00



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Approved		07/13/2023	Program Control Support Services (PCSS) for Division	\$1,427,245.00	\$1,560,598.00	\$0.00	\$2,987,843.00	07/13/2023	06/30/2024	06/30/2024	06/30/2024
865519	PS89856000-CWO-001	08/28/2023	Program Control Support Services (PCSS) for Measur	\$77,921.00	\$1,922,431.52	\$0.00	\$2,000,352.52	08/28/2023	06/30/2024	06/30/2024	06/30/2024
100058	PS89856000-CWO-002	08/02/2023	Program Control Support Services (PCSS) for WPLE	\$1,063,614.00	\$2,506,937.00	\$0.00	\$3,570,551.00	08/02/2023	06/30/2024	06/30/2024	06/30/2024
865523	PS89856000-CWO-003	08/24/2023	Program Control Support Services (PCSS) for Measur	\$224,841.00	\$1,269,958.00	\$0.00	\$1,494,799.00	08/24/2023	06/30/2024	06/30/2024	06/30/2024
100055	PS89856000-CWO-004	10/03/2023	Program Control Support Services (PCSS) - Crensha	\$28,465.00	\$181,582.00	\$0.00	\$210,047.00	10/03/2023	06/30/2024	06/30/2024	06/30/2024
865512	PS89856000-CWO-005	09/25/2023	Program Control Support Services (PCSS) for Rosecr	\$650,453.00	\$367,397.00	\$0.00	\$1,017,850.00	09/25/2023	06/30/2024	06/30/2024	06/30/2024
460066	PS89856000-CWO-006	11/01/2023	Program Control Support Services (PCSS) - Environm	\$92,354.00	\$116,265.00	\$0.00	\$208,619.00	11/01/2023	06/30/2024	06/30/2024	06/30/2024
450003	PS89856000-CWO-007	09/06/2023	Program Control Support Services (PCSS) for WPLE	\$685,600.00	\$861,602.00	\$0.00	\$1,547,202.00	09/06/2023	06/30/2024	06/30/2024	06/30/2024
865522	PS89856000-CWO-008	09/22/2023	Program Control Support Services (PCSS) for the I-10	\$631,733.00	\$826,772.00	\$0.00	\$1,458,505.00	09/22/2023	06/30/2024	06/30/2024	06/30/2024
475004	PS89856000-CWO-009	09/05/2023	Program Control Support Services (PCSS) for WPLE	\$481,927.00	\$1,123,714.00	\$0.00	\$1,605,641.00	09/05/2023	06/30/2024	06/30/2024	06/30/2024
865518	PS89856000-CWO-010	09/26/2023	Program Control Support Services (PCSS) for Lone Hi	\$104,330.00	\$207,004.00	\$0.00	\$311,334.00	09/26/2023	06/30/2024	06/30/2024	06/30/2024
460068	PS89856000-CWO-011	09/14/2023	Program Control Support Services (PCSS) for Region	\$19,263.00	\$223,138.00	\$0.00	\$242,401.00	09/14/2023	06/30/2024	06/30/2024	06/30/2024
860228	PS89856000-CWO-012	08/25/2023	Program Control Support Services (PCSS) for East Sa	\$23,893.00	\$3,981,134.00	\$0.00	\$4,005,027.00	08/25/2023	06/30/2024	06/30/2024	06/30/2024
865521	PS89856000-CWO-013	11/08/2023	Program Control Support Services (PCSS) - Crensha	\$142,389.00	\$132,612.00	\$0.00	\$275,001.00	11/08/2023	06/30/2024	06/30/2024	06/30/2024
869512	PS89856000-CWO-014	09/13/2023	Program Control Support Services (PCSS) for Airport	\$39,828.00	\$2,071,495.00	\$0.00	\$2,111,323.00	09/13/2023	06/30/2024	06/30/2024	06/30/2024
860303	PS89856000-CWO-015	09/26/2023	Program Control Support Services (PCSS) for LINK U	\$39,828.00	\$5,566,581.00	\$0.00	\$5,606,409.00	09/26/2023	06/30/2024	06/30/2024	06/30/2024
460089	PS89856000-CWO-016	09/13/2023	Program Control Support Services (PCSS) for I-5 Nort	\$69,934.00	\$488,187.00	\$0.00	\$558,121.00	09/13/2023	06/30/2024	06/30/2024	06/30/2024
460313	PS89856000-CWO-017	11/08/2023	Program Control Support Services (PCSS) for Metro	\$39,828.00	\$920,109.00	\$0.00	\$959,937.00	11/08/2023	06/30/2024	06/30/2024	06/30/2024
871405	PS89856000-CWO-018	11/22/2023	Program Control Support Services (PCSS) for Sepulv	\$39,828.00	\$685,462.00	\$0.00	\$725,290.00	11/22/2023	06/30/2024	06/30/2024	06/30/2024
460305	PS89856000-CWO-019	01/09/2024	Program Control Support Services (PCSS) - Southea	\$0.00	\$16,975.00	\$149,838.00	\$16,975.00	01/09/2024	06/30/2024	06/30/2024	06/30/2024
860201	PS89856000-CWO-020	01/09/2024	Program Control Support Services (PCSS) - Southea	\$86,447.00	\$588,719.00	\$0.00	\$675,166.00	01/09/2024	06/30/2024	06/30/2024	06/30/2024
460201	PS89856000-CWO-020	09/20/2023	Program Control Support Services (PCSS) for Green	\$39,828.00	\$242,726.00	\$0.00	\$282,554.00	09/20/2023	06/30/2024	06/30/2024	06/30/2024
460304	PS89856000-CWO-021	09/20/2023	Program Control Support Services (PCSS) for Green	\$0.00	\$955,009.00	\$0.00	\$955,009.00	09/20/2023	06/30/2024	06/30/2024	06/30/2024
860304	PS89856000-CWO-021	11/08/2023	Program Control Support Services (PCSS) - Environm	\$326,018.00	\$348,796.00	\$0.00	\$674,814.00	11/08/2023	06/30/2024	06/30/2024	06/30/2024
202340	PS89856000-CWO-022	10/26/2023	Program Control Support Services (PCSS) - SR- 91	\$214,131.00	\$0.00	\$0.00	\$214,131.00	10/26/2023	06/30/2024	06/30/2024	06/30/2024
460350	PS89856000-CWO-023	12/06/2023	Program Control Support Services (PCSS) - General	\$460,413.00	\$1,716,689.00	\$0.00	\$2,177,102.00	12/06/2023	06/30/2024	06/30/2024	06/30/2024
100001	PS89856000-CWO-024	12/18/2023	Program Control Support Services (PCSS) for the Met	\$57,386.00	\$212,694.00	\$46,362.00	\$270,070.00	12/18/2023	06/30/2024	06/30/2024	06/30/2024
212121	PS89856000-CWO-025	11/28/2023	Multi-Modal Integrated Planning Team Retreat Facilita	\$5,788.00	\$0.00	\$0.00	\$5,788.00	11/28/2023	06/30/2024	06/30/2024	06/30/2024
405522	PS89856000-CWO-026	01/09/2024	Program Control Support Services (PCSS) - Contract	\$424,409.00	\$1,392,109.00	\$0.00	\$1,816,518.00	01/09/2024	06/30/2024	06/30/2024	06/30/2024
460074	PS89856000-CWO-028	12/26/2023	Program Control Support Services (PCSS) for Brighto	\$104,235.00	\$209,704.00	\$0.00	\$313,939.00	12/26/2023	06/30/2024	06/30/2024	06/30/2024
210509	PS89856000-CWO-029	01/08/2024	Program Control Support Services (PCSS) for Rail to	\$268,417.00	\$336,165.00	\$139,388.00	\$604,582.00	01/08/2024	06/30/2024	06/30/2024	06/30/2024
460323	PS89856000-CWO-030	12/29/2023	Program Control Support Services (PCSS) for Sound	\$170,910.00	\$68,055.00	\$0.00	\$239,965.00	12/29/2023	06/30/2024	06/30/2024	06/30/2024
460351	PS89856000-CWO-031	02/20/2024	Program Control Support Services (PCSS) for Eastbo	\$169,656.00	\$62,906.00	\$0.00	\$232,562.00	02/20/2024	06/30/2024	06/30/2024	06/30/2024
460345	PS89856000-CWO-032	02/08/2024	Program Control Support Services (PCSS) for I-605 B	\$170,210.00	\$0.00	\$0.00	\$170,210.00	02/08/2024	06/30/2024	06/30/2024	06/30/2024
462314	PS89856000-CWO-033	01/26/2024	Program Control Support Services (PCSS) for SR-91	\$122,228.00	\$0.00	\$0.00	\$122,228.00	01/26/2024	06/30/2024	06/30/2024	06/30/2024
860232	PS89856000-CWO-034	02/26/2024	Program Control Support Services (PCSS) - East Side	\$68,766.00	\$0.00	\$0.00	\$68,766.00	02/26/2024	06/30/2024	06/30/2024	06/30/2024
460232	PS89856000-CWO-034	02/26/2024	Program Control Support Services (PCSS) - East Side	\$0.00	\$0.00	\$0.00	\$0.00	02/26/2024	06/30/2024	06/30/2024	06/30/2024
471401	PS89856000-CWO-035	02/20/2024	Program Control Support Services (PCSS) for NoHo P	\$157,511.00	(\$157,511.00)	\$0.00	(\$157,511.00)	02/20/2024	06/30/2024	06/30/2024	06/30/2024
871401	PS89856000-CWO-036	02/20/2024	Program Control Support Services (PCSS) for NoHo P	\$233,246.00	\$233,246.00	\$0.00	\$390,757.00	02/20/2024	06/30/2024	06/30/2024	06/30/2024
474303	PS89856000-CWO-036	02/21/2024	Program Control Support Services (PCSS) for LA Rive	\$243,555.00	\$0.00	\$0.00	\$243,555.00	02/21/2024	12/31/2024	12/31/2024	12/31/2024
460091	PS89856000-CWO-037	02/20/2024	Program Control Support Services (PCSS) for Doran	\$104,207.00	\$209,704.00	\$0.00	\$313,911.00	02/20/2024	06/30/2024	06/30/2024	06/30/2024
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Metro Professional Services Agreement Status Report

Exhibit 1, Page:2 of 2
Date: 05/20/2025

CONTRACT: PS89856000 Program Control Support Services (PCSS)

CONTRACTOR: KKCS/TRIUNITY JV

NTE: \$50,000,000

Project Number	CWO/ITU No.	Approval Date	CWO/ITU Title	AWard Amt	Apprvd Changes	Pending Changes	Contract Sum	Revised Contract Sum	Start Date	Completion Date	Revised Date
Approved											
405306	PS89856000-CWO-038	05/07/2024	Program Control Support Services (PCSS) - Countywi	\$5,245.00	\$0.00	\$0.00	\$5,245.00	\$5,245.00	05/07/2024	06/30/2024	06/30/2024
475558	PS89856000-CWO-039	05/16/2024	Program Control Support Services (PCSS) - K Line No	\$165,447.00	\$0.00	\$0.00	\$165,447.00	\$165,447.00	05/16/2024	12/31/2024	12/31/2024
460346	PS89856000-CWO-040	05/15/2024	Program Control Support Services (PCSS) for I-605 S	\$92,613.00	\$172,240.00	\$0.00	\$264,853.00	\$264,853.00	05/15/2024	06/30/2025	06/30/2025
201061	PS89856000-CWO-041	09/06/2024	Program Control Support Services (PCSS) for Electric	\$214,055.00	\$0.00	\$0.00	\$214,055.00	\$214,055.00	09/06/2024	12/31/2024	12/31/2024
471402	PS89856000-CWO-042	11/08/2024	Program Control Support Services (PCSS) - Vermont	\$63,730.00	\$238,565.00	\$0.00	\$302,295.00	\$302,295.00	11/08/2024	06/30/2025	06/30/2025
202337	PS89856000-CWO-043	02/05/2025	Program Control Support Services (PCSS) for Chatsw	\$107,518.00	\$0.00	\$0.00	\$107,518.00	\$107,518.00	02/05/2025	09/30/2025	09/30/2025
210210	PS89856000-CWO-044	03/12/2025	Program Control Support Services (PCSS) for ROC B	\$143,565.00	\$208,321.00	\$0.00	\$351,886.00	\$351,886.00	03/11/2025	06/30/2025	06/30/2025
400011	PS89856000-CWO-045	02/19/2025	Program Control Support Services (PCSS) - Planning	\$285,427.00	\$0.00	\$0.00	\$285,427.00	\$285,427.00	02/19/2025	06/30/2025	06/30/2025
Totals:				\$10,154,989.00	\$32,808,758.52	\$335,588.00	\$42,963,747.52	\$42,963,747.52			
Totals:				\$10,154,989.00	\$32,808,758.52	\$335,588.00	\$42,963,747.52	\$42,963,747.52			
Grand Totals:				\$10,154,989.00	\$32,808,758.52	\$335,588.00	\$42,963,747.52	\$42,963,747.52			

Attachment C
Current and Anticipated List of Projects

Program-wide Support

Construction Risk Management
Measure M Program Support
Measure R Program Support
Program Control Training
Project Management Information System

Capital Projects

Airport Metro Connector
Crenshaw/LAX Close Out: Catch-All Contract
Division 20 Portal Widening Turnback Facility
Division 22 Paint and Body Shop
East San Fernando Valley Transit
Eastside Extension Phase II
G Line Bus Rapid Transit Improvements
Gold Line Eastside Phase 2
Gold Line Foothill Extension Phase 2B*
Green Line Extension to Torrance
K Line Northern Extension
Los Angeles River Bikepath
North San Fernando BRT*
Pasadena to NoHo BRT
Rail to Rail Corridor Active Transportation Connector
Regional Connector Transit
ROC/BOC
Sepulveda Transit Corridor
Southeast Gateway Line
Vermont BRT
Westside Purple Line Extension Section 1
Westside Purple Line Extension Section 2
Westside Purple Line Extension Section 3

Diversity & Economic Opportunity in Construction

DBE Commercially Useful Function
DBE Contract Compliance

Security/Safety

Metro Emergency Security Operations Center*

Rail Facilities Improvement

Light Rail Transit Freeway Stations Sound Enclosures*

Bus Facilities Improvements

Bus Rapid Transit Freeway Station Sound Enclosure*
J Line (Silver) Electrification*
ZEB Charging Infrastructure Divisions 18 and 7
Bus Facility Maint. Improv. Enhance. Phase II/III*

Regional Rail

Brighton to Roxford Double Track
Doran Street and Broadway/Brazil Safety and Access
LINK US
Lone Hill to White Double Track Project
Metro Center Street
Rosecrans/Marquardt Grade Separation

Soundwall Projects

Soundwall Package 10

Highway

Eastbound SR-91 Atlantic to Cherry
Highway Planning Training
I-105 Express Lanes
I-5 North Capacity Enhancements
SR-91 Acacia to Central Improvements
Westbound SR-91 Improvements

Environmental Compliance Program

Environmental Sustainability
Environmental Compliance

DEOD SUMMARY

PROGRAM CONTROL SUPPORT SERVICES/PS89856

A. Small Business Participation

Kal Krishnan Consulting Services/Triunity Engineering and Management Joint Venture (KTJV) made an overall 65% Disadvantaged Business Enterprise (DBE) commitment on this Contract Work Order (CWO) based contract. To date, KTJV has been awarded ten (10) CWO's with federal funds and thirty-five (35) with non-federal funds. Based on payments the overall contract is 57.52% complete and the current level of DBE participation is 76.94%, exceeding the commitment by 11.94%.

Regarding the DBE subcontractors that have not been utilized to date, KTJV reported that the services to be performed by Ramos Consulting have not been included on any of the CWO's that have been awarded. Further, both Mammoth Associates and AIX Consulting are new subcontractors on this contract, and while Mammoth Associates has begun work, AIX Consulting has not. The KTJV further reported that it will continue to engage its DBE subcontractors as services in their respective areas are requested as part of this contract.

Small Business Commitment	65% DBE	Small Business Participation	76.94% DBE
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	DBE Subcontractors	Ethnicity	% Committed	Current Participation₁
1.	KKCS (JV Partner/DBE Prime)	Asian-Pacific American	TBD	27.73%
2.	Triunity (JV Partner/DBE Prime)	African American	TBD	7.86%
3.	AIX Consulting, Inc.	Hispanic American	TBD	0.00%
4.	Armand Resource Group	African American	TBD	10.81%
5.	Brio Solutions, LLC	Subcontinent Asian American	TBD	5.09%
6.	Insight Strategies, Inc.	Caucasian Female	TBD	0.05%
7.	Lenax Construction Services	Caucasian Female	TBD	10.41%
8.	LKG-CMC, Inc.	Caucasian Female	TBD	0.00%

9.	Mammoth Associates	Caucasian Female	TBD	0.14%
10.	Ramos Consulting Services	Hispanic American	TBD	0.00%
11.	Zephyr UAS, Inc.	Hispanic American	TBD	0.58%
12.	D.R. McNatty & Asso. (SBE)	N/A	Added	11.60%
13.	Krebs Corporation (SBE)	N/A	Added	2.67%
Total			65.00%	76.94%

¹Current Participation = Total Actual amount Paid-to-Date to DBE firms ÷ Total Actual Amount Paid-to-date to Prime.

B. Living Wage and Service Contract Worker Retention Policy Applicability

The Living Wage and Service Contract Worker Retention Policy is not applicable to this modification.

C. Prevailing Wage Applicability

Prevailing Wage is not applicable to this modification.

D. Project Labor Agreement/Construction Careers Policy

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

Program Control Support Services (PCSS)

Contract No. PS89856

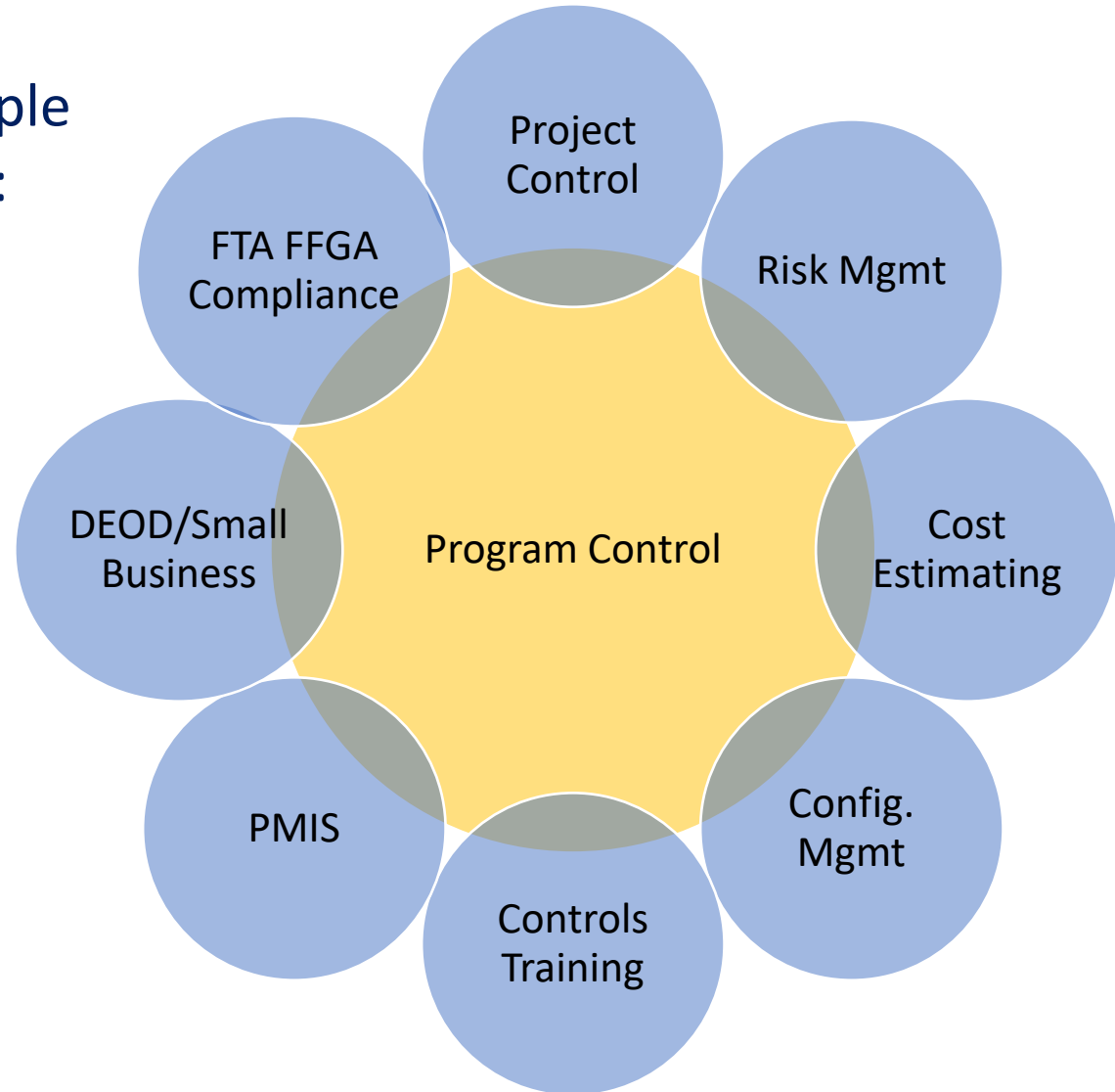
June 2025



Program Control Support Services

PCSS provides expertise across multiple disciplines in the following functions:

The Program Control Support Services Contract provides Metro staff augmentation flexibility on an as needed basis to successfully advance the delivery of our capital program.



Contract Background and Current Status

- January 2023 - Board approved awarding a five-year Contract No. PS89856000, plus two, one-year options, to KTJV, a DBE Prime Joint Venture, for Program Control Support Services. Award consisted of:
 - Five-year base contract value of \$85,000,000, plus \$38,000,000 for two, one-year options, = NTE \$123,000,000 through Fiscal Year 2030,
 - NTE funding amount of \$50,000,000 for the first three years of the contract.
- Contract Work Orders (CWOs) and modifications have encumbered \$42,963,747.52, which leaves \$7,036,252.48 of the authorized funding remaining available for upcoming work.
- Use of the contract has met staff expectations and the additional \$35,000,000 funding authorization, increasing the current authorized funding limit for the base contract from \$50,000,000 to \$85,000,000, is now recommended.
- DBE Commitment:
 - KTJV made an overall 65% DBE commitment on this Contract.
 - Current level of DBE participation is 76.94%, exceeding the commitment by 11.94%.

Current/Anticipated List of Projects Utilizing PCSS

Program-wide Support

Construction Risk Management
Measure M Program Support
Measure R Program Support
Program Control Training
Project Management Information System

Diversity & Economic Opportunity in Construction

DBE Commercially Useful Function
DBE Contract Compliance

Security/Safety

Metro Emergency Security Operations Center*

Rail Facilities Improvement

Light Rail Transit Freeway Stations Sound Enclosures*

Bus Facilities Improvements

Bus Rapid Transit Freeway Station Sound Enclosure*
J Line (Silver) Electrification*
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G Line Bus Rapid Transit Improvements
Gold Line Eastside Phase 2
Gold Line Foothill Extension Phase 2B*
Green Line Extension to Torrance
K Line Northern Extension
Los Angeles River Bike path
North San Fernando BRT*
Pasadena to NoHo BRT
Rail to Rail Corridor Active Transportation Connector
Regional Connector Transit
ROC/BOC
Sepulveda Transit Corridor
Southeast Gateway Line
Vermont BRT
Westside Purple Line Extension Section 1
Westside Purple Line Extension Section 2
Westside Purple Line Extension Section 3

Regional Rail

Brighton to Roxford Double Track
Doran Street and Broadway/Brazil Safety and Access
LINK US
Lone Hill to White Double Track Project
Metro Center Street
Rosecrans/Marquardt Grade Separation

Soundwall Projects

Soundwall Package 10

Highway

Eastbound SR-91 Atlantic to Cherry
Highway Planning Training
I-105 Express Lanes
I-5 North Capacity Enhancements
SR-91 Acacia to Central Improvements
Westbound SR-91 Improvements

Environmental Compliance Program

Environmental Sustainability
Environmental Compliance

Recommendation

Consider:

- A. AUTHORIZING the Chief Executive Officer to increase authorized funding for Contract No. PS89856000 with Kal Krishnan Consulting Services/Triunity Engineering and Management Joint Venture (KTJV), for pending and future Contract Work Orders to continue to provide Program Control Support Services (PCSS) in an amount Not-To-Exceed (NTE) \$35,000,000, increasing the current authorized funding limit for the base contract from \$50,000,000 to \$85,000,000 through FY28; and
- B. EXECUTING individual Contract Work Orders and Contract Modifications within the Board approved contract funding amount.



Metro

Board Report

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

File #: 2025-0479, **File Type:** Informational Report

Agenda Number: 16.

**PLANNING AND PROGRAMMING COMMITTEE
CONSTRUCTION COMMITTEE
JUNE 18, 2025**

SUBJECT: METRO COST BENEFIT ANALYSIS AND METHODOLOGY

ACTION: RECEIVE AND FILE

RECOMMENDATION

RECEIVE AND FILE the status report on Metro's Draft Cost Benefit Analysis and Methodology.

ISSUE

At its February 2025 meeting, the Board approved Motion 14 by Directors Dutra, Najarian, Barger, Butts and Solis, and amended by Director Horvath, that directed staff to develop a framework for a Metro Cost Benefit Analysis (CBA) that could be used as one tool among others to support investment and funding decisions for Metro's capital projects. The consistent application of a Metro CBA is intended to inform a more data-driven and transparent decision-making process that also includes economic data and evaluation criteria approved by the Board in October 2023 as part of the Measure M 5-Year Comprehensive Assessment and Equity Report.

Staff have developed a draft framework that includes a methodology that is consistent with United States Department of Transportation (USDOT) and California Department of Transportation (Caltrans) guidance and incorporates benefits criteria aligned with Board adopted objectives and goals. These objectives are operationalized into performance metrics used to evaluate projects, especially in assessing their contributions to the economic output and vitality of the region, equity, and sustainability. This report provides an update on the progress of developing the methodology. Staff anticipate returning to the Board next month to seek the Board's approval of a final Metro CBA methodology that integrates comments received this month.

BACKGROUND

Metro currently is planning for and delivering the largest portfolio of transportation capital projects in the nation, due in large part to the revenue streams provided by Measure R, Measure M, Senate Bill 1 - the Transit and Intercity Rail Capital Program, the Bipartisan Infrastructure Law, and other funding sources, all of which have been instrumental in providing local and state funds to leverage federal participation. With the magnitude of the capital program and increasing operating costs, coupled with recent years' rising construction costs and inflation as well as federal funding uncertainty, Metro and

other transit agencies across the country are grappling with project delivery and financial sustainability.

In February 2025, the Board passed Motion 14 (Attachment A), which directed staff to develop a CBA framework for Metro Capital Projects that could strategically position projects for funding opportunities and could evaluate contributions to the economic vitality of Los Angeles County and the United States. As amended, the motion also directed CBA evaluations to include project viability, competitiveness in funding programs, systemwide connectivity benefits, service to Equity Focus Communities and transit dependent riders, ridership, and connectivity with economic centers to increase sales tax growth. Additionally, the CBA methodology would be consistent with USDOT, California and Metro policy objectives and guidelines.

In April 2025, Program Management staff presented the Metro Annual Program Evaluation (APE) report and discussed the multifaceted strategies to mitigate cost and schedule risks and to support continuous improvement in capital program delivery. As part of the report, Planning staff presented an initial CBA framework that included criteria consistent with USDOT guidelines (e.g., travel time savings, safety, emissions reductions, operating cost savings, and health benefits), State criteria (e.g., accessibility, journey quality), and Metro criteria (e.g., community benefits, system and network benefits, economic benefits, and equity). Collectively, these form the Metro Cost Benefit Analysis (Metro CBA) criteria.

Current Metro Practices in Employing CBA

Metro currently uses various forms of cost and benefit analyses in project development and implementation. In selecting a Locally Preferred Alternative (LPA), Metro conducts robust analyses on proposed alternatives to identify capital costs and environmental and other benefits to the region; however, methodologies can differ from project to project, making it difficult to compare projects' benefits and costs. Additionally, capital cost analyses have been limited in that most estimates do not incorporate operations, maintenance, or asset replacement costs in early planning decisions, thus missing a full life-cycle assessment. Analyses also have been limited in addressing equity and economic impacts, as discussed below:

Equity Impacts: Equity evaluations currently are conducted on *most* projects, primarily centered on the geographic relationship of transportation infrastructure to Equity Focus Communities (EFC). The Office of Equity and Race (OER) is developing new tools to measure accessibility, as well as health, environmental, and economic equity and to answer the question of how proximity translates to access to opportunities and quality of life. These tools are anticipated to be developed over the next year and will inform the Metro CBA in terms of distributional and absolute contributions to mobility, health and safety, and other goals for disadvantaged communities. In the meantime, evaluations will continue to use existing tools (e.g., maps, geographic analyses, qualitative information).

Economic Impacts: Some federal grant programs require Benefit Cost Ratios (BCR) and USDOT prescribes a standardized accounting framework that includes parameters to be included (e.g., mobility, safety) and specific metrics for those parameters (e.g., travel time savings, fatalities avoided, etc.), monetized unit values, and calculations to be used. Other

federal grant programs require cost effectiveness measures (or the cost per additional unit of change, such as cost per new rider). Notably, USDOT grant guidance for competitive programs specifically prohibits the inclusion of local economic benefits in BCRs. From a federal/national perspective, economic benefits generated from federal funding to a project do not consider “the extent to which positive impacts in one region or industry may be accompanied by offsetting losses in another” (2024, USDOT).

Despite the exclusion from federal funding decisions, however, economic impacts to the region are important factors for local audiences (e.g., Metro Board, local elected officials, communities, advocates, etc.). Accordingly, staff are developing a regional economic modeling tool to assess and quantify economic output generated by project investment. As Metro projects reach critical milestone decisions, staff will conduct economic impact analysis on a project-by-project basis until a systematic methodology is incorporated into the Metro CBA.

DISCUSSION

The draft Metro CBA framework reflects Board-defined goals and objectives adopted since a 2015 Performance Framework was used to support the Measure M Ordinance Expenditure Plan and the 2020 Long Range Transportation Plan (see Attachment B for more background). Based on Board direction over the past 10 years, staff recommend a Metro CBA framed by the thematic areas described below. Each thematic area includes a percentage weight that is based on the 2015 Performance Framework but adjusted to reflect emerging priorities since.

Note that equity has been and continues to be a prominent theme in Metro Board priorities as reflected in the Measure M 5-Year Comprehensive Assessment and Equity Report (October 2023). Mobility can advance equity by increasing access to high-quality mobility options, reducing air pollution, and enhancing economic opportunity in underserved areas. As a result, equity evaluations are embedded within the thematic areas, to ensure that this direction is integrated into transportation outcomes. Equity constitutes three percent (3%) in Mobility/Accessibility because this is the primary benefit area from transportation investments. It constitutes one percent (1%) within each of the areas of Safety and Health Benefits, Environmental Sustainability and Economic Benefits to the Region. Long Term Operational Sustainability does not include equity performance because its benefits directly accrue to the service provider. In total and across all thematic areas, Equity represents 6% of the total Metro CBA as described below.

Proposed Metro CBA Objectives and Weighting

- **Mobility and Accessibility (40%)** - This is the primary benefit for most transportation modes, aligned with FTA and Caltrans methodologies. Easing congestion, increasing active transportation, and improving travel times, system connectivity, throughput, and reliability, are all key Metro objectives addressed by mobility improvement. The key metric in evaluating projects is travel time savings for different user groups and modes (transit riders, drivers and bicyclists). Travel time savings are critical for estimating travel demand and mode share, which influence regional congestion management goals. Other policy objectives reflected in

mobility and accessibility metrics include improvements in reliability, reductions in travel delay (for goods and people), and improved connectivity to jobs, housing, resources, and opportunities. Equity is also a consideration in mobility and access evaluations, **contributing** three percentage points (3%) to the Mobility and Access theme, and representing analyses conducted on outcomes by mode, geography and EFCs, and other socio-economic data.

The weighting factor for this category has been reduced from 45% since the 2015 Performance Framework because operating and life cycle costs, as well as extended life of equipment and long-term fiscal sustainability of operations - which had been considered as Mobility goals - are now proposed to constitute a new category, "Operational and Long-Term Sustainability," reflecting the new financial criteria adopted by the Board in October 2023.

- **Safety and Health Benefits (15%)** - Transportation's influence on safety and public health are objectives for Metro's Vision 2028. Transportation projects' benefits to health and safety are typically measured by reductions in exposure to risks posed by the transportation system across multiple modes. Safety and health benefits similarly result from improved access to safe active transportation infrastructure that promotes active transportation as a primary mode or connection to transit, health care facilities, and recreational opportunities, such as parks and open space.

Since transportation is a social determinant of health, from an equity perspective, safety and health benefits may be analyzed through the lens of sensitive receptors (e.g., children younger than 5 and older adults above 65 years of age) or increased access to health care for particular socio-economic groups; equity contributes one percentage point (1%) to this category.

In the Metro CBA, safety and health are proposed in one category, since in both policy areas, the transportation investments are intended to reduce exposure to (safety and health) risks posed by the transportation system across multiple modes and minimize safety and health risks introduced by the project. In 2015, safety was a separate category and health related performance was included as a goal for "Sustainability/Quality of Life" with 12.5% weight; the Metro CBA would instead include health and safety together (15%) and environmental sustainability (15%) as separate categories.

- **Environmental Sustainability (15%)** - Projects demonstrating the following improvements support Metro's climate and sustainability goals as aligned with SB 375 targets. Policy criteria include reductions in greenhouse gas (GHG) emissions and criteria pollutants, reductions in urban heat island effects, reduced stormwater runoff impacts, and reduced biological and habitat impact. Equity in this category contributes one percentage point (1%) to this category. Objectives related to equitable environmental sustainability include accounting for disproportionate exposure and/or distribution of environmental benefits (i.e. air pollution, green space) by mode, geography and EFCs, or other socioeconomic data.
- **Long-Term Operational Sustainability (15%)** - The provision of timely, reliable, and efficient transportation services is critical for Metro riders as well as for goods movement in and

through our region. Just as environmental sustainability focuses on ensuring long-term viability of natural resources for future generations by exercising responsible resource management, operational sustainability focuses on fiscal decisions that ensure the continuity of infrastructure delivery and operational service over the long term. Identifying and measuring operational sustainability at the outset of project planning helps ensure that capital investments can be operated and maintained effectively throughout their lifecycle, reducing the risk of underutilized or deteriorating infrastructure. Doing so in turn is critical for providing continuity in service and thus maintaining public trust and for securing continued investment and support from state and federal funding partners. To this effect, the Metro CBA will include measures to evaluate the operational benefits and system productivity over time, the sufficiency of funding for operations and maintenance, system resiliency and recovery from service disruptions and/or emergencies, and the feasibility of project such as delivery in phases while maintaining high benefits relative to cost.

Aligned with the October 2023 Board-adopted motion and given the Board's attention to the transit "fiscal cliff," this new category of objectives evaluates Metro's investments today against fiscal and operational sustainability in the future.

Economic Benefits to the Region (15%) - While economic benefits are explicitly excluded from federal funding evaluations, infrastructure improvements for enhanced mobility of both goods and people can have significant positive effects on regional economic output. Reductions in travel times make it easier for workers to access jobs and for employers to reach a wider employment pool. Additionally, businesses benefit from more reliable and timely delivery of goods and services, and workers benefit from more time for work and leisure. Finally, travel time reductions can improve access to tourist destinations to increase visitation and spending, generating additional economic activity in the region, including sales tax revenue and growth. The direct benefits of travel time reductions are accounted for as mobility and accessibility, but the economic benefits to the region are indirect benefits including reallocation of time savings to productive activities that generate further economic activity in the region.

The economic impact analysis to estimate jobs created (from construction and operations), and countywide output associated with project investment. In addition to identifying productivity and consumption resulting from travel time savings to all users of the transportation system, staff also will estimate the socio-economic composition of those obtaining economic benefits to help with equity assessment of the project. For this reason, equity contributes one percentage point (1%) towards Economic Benefits to the Region.

Implementation of Metro CBA

Staff will return to the Board next month for approval of finalized weighted objectives and operationalized metrics to be used in evaluating projects. As mentioned in previous sections, metrics for equity and the regional economic impact models are still under development. However, following Board's approval of objectives, staff will continue to refine technical calculations and modeling work

and begin conducting Metro CBA evaluations on projects that are nearing milestone decisions.

Staff will explore international and national cases in which CBA implementation has been successful not only in informing project development decisions but in yielding improvements to the development process itself. For example, *The Green Book*, issued by the United Kingdom's finance ministry, offers a standardized development process that varies the evaluation criteria based on a project's developmental stage and incorporates "design to budget" or "design to BCR" in early planning phases. These may provide insight into strategies for systematically incorporating the Metro CBA at project milestones across stages of planning, design, construction, and operations.

EQUITY PLATFORM

This report provides an overview of the proposed Metro Cost Benefit Analysis methodology and proposes potential applications of CBA in project evaluations. A Metro CBA methodology would apply to multimodal transportation investments, and at various milestones of project development. The methodology presented includes equity as embedded within thematic areas of performance, receiving a six percent (6%) total weighting factor.

While traditional CBAs demonstrate aggregated net benefits, Metro's CBA process will examine equity through a quantitative analysis, spatial analysis (maps), qualitative narratives (cultural and/or historical description, etc.) or some combination. Additionally, as the technical methodology continues to be refined and as additional equity tools are developed (e.g., Access to Opportunities, Equity Toolkit, Equity Performance Measurement, etc.) the Metro CBA framework will continue to evolve and incorporate equity as an assessment factor.

VEHICLE MILES TRAVELED OUTCOME

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

While this item does not directly encourage taking transit, sharing a ride, or using active transportation, it is a vital part of Metro operations, as the development and implementation of CBAs provides a more data-driven and transparent decision-making process to support delivery of the capital program including transit, highways, ride sharing, and active transportation investments. Because the Metro Board has adopted an agency-wide VMT Reduction Target, and this item supports the overall function of the agency, this item is consistent with the goals of reducing VMT.

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

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommendation to implement Cost Benefit Analysis in project development decisions supports the following strategic plan goals:

- Goal 1 - Provide high-quality mobility options that enable people to spend less time traveling
- Goal 2 - Deliver outstanding trip experiences for all users of the transportation system
- Goal 3 - Enhance communities and lives through mobility and access to opportunity
- Goal 4 - Provide responsive, accountable and trustworthy governance within the Metro organization.

The implementation of CBA provides a tool for evaluating projects against strategic goals and supports Metro's capital investment decisions with transparent, trustworthy, data-based analysis.

NEXT STEPS

- Refine the proposed scoring (weighting) framework based on any feedback from the Board
- Return to the Board in July with finalized evaluation criteria

ATTACHMENTS

Attachment A - Board Motion 14: Cost-Benefit Analysis for Metro Capital Projects

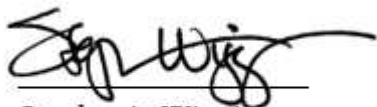
Attachment B - Existing Plans and Policies

Attachment B1 - Long Range Transportation Plan - Potential Ballot Measure Framework,
Assumptions and Input

Attachment B2 - Board Motion 17.1

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A handwritten signature in black ink, appearing to read 'Step Wiggins', written over a horizontal line.

Stephanie Wiggins
Chief Executive Officer

**Metro****Metro****Board Report****File #:** 2025-0149, **File Type:** Motion / Motion Response**Agenda Number:** 14.**REVISED**
REGULAR BOARD MEETING
FEBRUARY 27, 2025**Motion by:****DIRECTORS DUTRA, NAJARIAN, BARGER, BUTTS AND SOLIS****COST-BENEFIT ANALYSIS FOR METRO CAPITAL PROJECTS**

The U.S. Department of Transportation (USDOT) defines a cost-benefit analysis as a systematic process for identifying, quantifying, and comparing expected benefits of a potential infrastructure project. A cost-benefit analysis provides estimates of the anticipated benefits that are expected to accrue from a project over a specified period and compares them to the anticipated costs of the project.

While a cost-benefit analysis is just one of many tools that can be used to support funding decisions for infrastructure investments, it can be a meaningful method to evaluate and compare potential transportation investments for their contribution to the economic vitality of Los Angeles County and the United States.

Internationally, agencies such as Transport for London also utilize cost-benefit analysis to assess project viability and optimize funding opportunities. Incorporating a standardized cost-benefit analysis will help ensure that the projects Metro advances are positioned competitively for future funding opportunities and policy support.

SUBJECT: COST-BENEFIT ANALYSIS FOR METRO CAPITAL PROJECTS MOTION**RECOMMENDATION**

APPROVE Motion by Directors Dutra, Najarian, Barger, Butts and Solis to direct the CEO to incorporate develop a standardized cost-benefit analysis framework, using USDOT analysis or a comparable methodology, for all Metro capital projects to help inform ~~the agency's~~ a more data-driven and transparent decision-making process ~~for projects Metro advances~~. This cost-benefit analysis framework should also include national economic impact data and a comparison to the cost-benefit analysis methodology currently used by Metro and required by State and Federal for significant grant opportunities. An update on this analysis framework shall be presented as part of the Annual Program Evaluation brought to the Board in 2025.

HORVATH AMENDMENT: Direct the CEO to incorporate the project evaluation criteria approved by the Board in October 2023 and being applied to Metro's Short Range Transportation Plan Update, into the framework of a standardized cost-benefit analysis.

Metro



Board Report

File #:2015-1608, **File Type:**Policy

Agenda Number:17.

3rd REVISED
PLANNING AND PROGRAMMING COMMITTEE
NOVEMBER 18, 2015
EXECUTIVE MANAGEMENT COMMITTEE
NOVEMBER 19, 2015

**SUBJECT: LONG RANGE TRANSPORTATION PLAN - POTENTIAL BALLOT MEASURE
FRAMEWORK, ASSUMPTIONS, AND INPUT**

**ACTION: APPROVE POTENTIAL BALLOT MEASURE FRAMEWORK AND WORKING
ASSUMPTIONS**

RECOMMENDATION

- A. APPROVING the 2017 **Long Range Transportation Plan (LRTP) Update Proposed Performance Metrics Framework** (Attachment A) to be used in analyzing all proposed major transit and highway projects (including Measure R projects not yet under construction) in order to develop a Potential Ballot Measure Expenditure Plan; and,
- B. RECEIVING AND FILING the LRTP Potential Ballot Measure Framework Working Assumptions in Attachment B, the Stakeholder Process Input (through an On-Line Link) in Attachment C, the Subregional Stakeholder Project Priorities in Attachment D, the Regional Facility Provider Needs Lists in Attachment E, and the Roadmap for LRTP Potential Ballot Measure Process in Attachment F.

KUEHL AMENDMENT to move “increased access to parks and open space” from Quality of Life to Accessibility category.

ISSUE

Since Fall 2012, Metro has explored the feasibility of pursuing a new potential ballot measure in conjunction with updating the 2009 LRTP. By participating in over 190 meetings, Metro staff has worked with subregional representatives and other stakeholders including, but not limited to, business, public health, labor, environmental groups, Active Transportation stakeholders, and numerous other groups. These various stakeholders were asked to submit their priorities and policy input by September 1, 2015.

Adoption of the recommended performance metrics framework, working assumptions, and acceleration parameters is essential to conducting the substantial travel demand and financial

analytical staff work that comprises the next steps in our Roadmap process shown in Attachment F. For example, the travel demand modeling we are about to conduct requires complex system coding tasks that will enable us to provide a performance based recommendation to the Metro Board of Directors. Also, while all projects submitted are anticipated to be included in the LRTP update, they must be categorized in one of two ways: financially constrained (funding plan) or financially unconstrained (no funding plan). These financial constraints are defined in federal planning regulations as revenues that can be reasonably expected to be available. Deferring these analytical tasks will compromise our ability to provide the proper feedback necessary for a bottoms-up process.

BACKGROUND

Through various correspondences, meetings, and actions, the Metro Board directed that a proposed ballot measure follow a “bottoms-up” process that began with the Mobility Matrix process. The Mobility Matrices, as directed by the Board in February 2014, were completed in collaboration with the subregions and received by the Board in April 2015. The work began with an inventory of projects that was drawn from prior planning processes, such as the LRTP Strategic (unconstrained) Plan, but went further to identify any new needs not identified previously. In January 2015, the Metro Board also created a Regional Facilities category that includes Burbank Bob Hope Airport, Los Angeles World Airports (LAX), Long Beach Airport, Palmdale Airport, the Ports of Long Beach and Los Angeles, and Union Station. Continuing discussions are being held with Regional Facilities representatives and other Stakeholders on the appropriate role for Metro in addressing the presence of these facilities within Los Angeles County. In the end, this process identified over 2,300 projects totaling over \$273 billion in 2015 dollars.

Concurrent with the work of the subregional and regional facilities groups, staff worked closely with other stakeholder groups described above to determine their priorities and policy considerations. Metro executives attended several productive meetings with coalitions of leadership representatives from environmental, active transportation, business, and disadvantaged community organizations. These leaders jointly expressed significant support for a potential ballot measure, if it properly balances their mobility, economic development, and environmental justice concerns.

DISCUSSION

Mobility is an essential ingredient necessary to support economic growth spurring job creation and the movement of goods. While Metro is fundamentally responsible for developing a transportation plan that best addresses the county’s mobility needs, this goal is intrinsically linked with the several policy objectives and the accessibility needs of its most vulnerable citizens. The LRTP Potential Ballot Measure Framework and Assumptions were first presented in draft form October 2015. The 2017 LRTP Proposed Performance Metrics Framework now found in Attachment A, if approved, will serve as the basis for evaluating the acceleration of existing major projects and the addition of new major highway and transit corridors in the LRTP.

Metro Travel Demand Model

The staff has identified a set of highway and transit corridors to model after reviewing the 2,300 projects submitted by subregional agencies in the Mobility Matrix process. To achieve mobility and

other policy goals, Metro's Travel Demand Model outputs will require the Performance Metrics Framework to guide staff's recommendations. The Metro Travel Demand Model will be used to evaluate major transportation projects submitted through the Mobility Matrix process including major transit projects (bus rapid transit, light rail, or heavy rail transit corridor projects) and major highway projects (carpool lanes, managed lanes, or mixed flow lanes). We note that of the 2,300 projects submitted by subregional agencies in the Mobility Matrix process, many are not major projects, and therefore cannot be modeled. Those projects that cannot be modeled may be considered as part of other funding categories or for inclusion based on the priorities from the subregional priority setting process.

In addition to evaluating the performance of these new projects submitted by the subregions, we will also model major Measure R transit and highway projects that are not yet in construction, to use the performance measure analysis to inform the opportunity to accelerate Measure R projects.

Best Practices Framework

The recommended Framework draws from best practices of work done elsewhere in the nation and California. We reviewed performance measures used nationally to implement MAP-21 and the federal Clean Air Act and found that the best of these were modeled on work first performed in California. Specifically, the performance measure process used by the Southern California Association of Governments and the San Francisco Bay Area's Metropolitan Transportation Commission and others were the best fit for the Metro Board's policy objectives. For example, California is now again at the cutting edge of greenhouse gas performance analysis initiated by SB 32 and various state laws. Our work builds on these best practices.

Performance Measure Weights

The performance measures are organized under various themes, including accessibility, economy, mobility, safety, and sustainability/quality of life. Each of these theme groupings have been assigned percentage weights for the purpose of evaluating project performance of new highway and transit corridors, as follows:

- Mobility 35%
 - Easing congestion, increasing active transportation, and improving travel times, system connectivity, throughput, and reliability are all key Metro objectives addressed by mobility improvement. This weight reflects that emphasis.
- Economy 15%
 - Economic output, job creation and retention, goods movement, and addressing disadvantaged communities are goals that can be better achieved by implementing projects and services that address these needs. This weight enables us to identify the project's contribution to economic development.
- Accessibility 20%
 - The needs of the transit dependent, cyclists, youths, pedestrians, seniors, and people with disabilities are addressed here by increasing the population served by Metro

facilities. This weight reflects the strong relationships Metro has built with these populations and need to retain and improvement the services provided to them.

- Safety 15%
 - Safety is fundamental to the design, construction, and operation of highway and transit corridors, but it must also be considered in evaluating new highway and transit projects against each other. The relative safety benefit of major transportation capacity enhancement projects is accounted by this theme's weight.
- Sustainability and Quality of Life 15%
 - An important criteria for evaluating a project's impact on reducing greenhouse gases and improving air quality, improving public health, and improving the quality of life, including eliminating urban heat islands, storm water runoff, biological and habitat impact, noise mitigation, and access to parks and open space. This theme has been weighted to identify the project's contribution to addressing sustainability and quality of life.

Purpose, Use, and Limits of Performance Metrics

This evaluation process is intended to evaluate whether to include and how to sequence new projects to be added to the plan relative to other new projects. In addition, the Performance Metrics will be used to guide recommendations regarding the potential acceleration of some Measure R projects already in the LRTP relative to other Measure R projects. We are recommending that the Metro Board stipulate that these acceleration recommendations be considered by staff only to the extent that other existing LRTP projects remain on their current LRTP funding schedules and no later. The intent here is to prevent any existing LRTP project delays, while at the same time enabling the possible acceleration of highly beneficial major projects as a result of the potential replacement of the Measure R tax when it sunsets in 2039.

Authorizing Legislation and Expenditure Plan Requirements

The authorizing legislation for the potential ballot measure, SB 767 (de León), requires that an expenditure plan be developed using a transparent process to determine the most recent cost estimates for each project and program identified in the expenditure plan. Metro's transparent, inclusive, and bottoms-up process to date provided high and low cost estimates to aid stakeholders in making their priority setting decisions. Staff will continue to refine these costs in that same transparent manner and plans to use the performance metrics to guide our ultimate recommendations.

SB 767 (de León) was passed on September 15, 2015 and the Governor announced his approval on October 7, 2015. In addition to transparent process requirements, SB 767 (de León) requires that the expenditure plan include the following elements: the most recent cost estimates for each project and program; the identification of the accelerated cost, if applicable, for each project and program; the approximate schedule during which Metro anticipates funds will be available for each project and program; and, the expected completion dates for each project and program within a three-year range. To meet these requirements and the bottoms-up process requirements

originally directed by the Metro Board, a number of assumptions must be used in developing the expenditure plan, including a tax increase, tax extension, tax sunset, project cost inflation, revenue growth, subregional revenue targets, and population and employment data as described in Attachment B, the Framework Working Assumptions.

Potential Ballot Measure Process Characteristics and Results

The Potential Ballot Measure Funding Targets examined current (2017) and projected (2047) population and employment figures, which were given to each subregion to inform their ultimate funding target. As discussed in detail in Attachment B, if current population was the highest percentage figure for a specific subregion, that figure was used to develop that subregion's target. If another subregional percentage figure was higher, such as future employment, that figure was used instead. This funding allocation formula was deemed feasible because Metro staff anticipates that a portion of existing funding resources will be available beyond the year 2039. For example, Proposition A and Proposition C do not sunset, and no planning has yet occurred in the year 2040 and beyond for these taxes. Since our working assumption is a 40-year tax measure ending in 2057, there will be about 18 years of Proposition A and Proposition C resources for planning purposes. After establishing a consensus with all the subregional representatives on the Potential Ballot Measure Funding Targets earlier this year, Metro staff initiated the next steps in the process by requesting subregional priorities that were constrained to the Framework Funding Targets.

As of September 1, 2015, Metro received the project priority and policy input found in Attachment C to this report. Attachments D and E contain draft Stakeholder Input project lists that staff has attempted to synthesize in order to summarize the subregional and Regional Facilities priorities. Together, these attachments complete one phase of a multi-phase stakeholder and public input process summarized in the Roadmap in Attachment F. In addition to the input identified in Attachment C, many stakeholders also provided policies for Metro's consideration going forward. These are included in Attachment C as well. These attachments, previously presented to the Board in October 2015, have since been updated as indicated within the attachments.

If the Metro Board of Directors and/or the voters ultimately determine that additional taxes are not necessary at this time, the current LRTP will be updated consistent with that decision. Our LRTP process is scheduled to conclude in the fall of 2017, well after the potential vote, to permit either eventuality.

DETERMINATION OF SAFETY IMPACT

The proposed approval will not have any adverse safety impacts on employees and patrons.

FINANCIAL IMPACT

Approval of the LRTP Potential Ballot Measure Framework in Attachment A and Assumptions in Attachment B has no financial impact for the agency as the necessary funds remain budgeted for FY 2016.

Impact to Budget

Staff will continue to work within existing budgeted resources for development and outreach related to the LRTP update and potential ballot measure. Potential success of such a ballot measure would have a positive impact to future budgets if placed on the ballot and approved by voters.

NEXT STEPS

Non-Project Needs and Contingencies

Further defining the other funding priorities not captured in the input process to date must now begin. This was reiterated in some of the Stakeholder Input received as part of Attachments C. These needs include, but are not limited to, transit operating and state-of-good repair needs; countywide bus system, Metrolink and paratransit services; local return, including local streets and roads and local transit; highway innovation and operating needs such as ExpressLane system improvements, highway systems and operations management, and other transportation needs not captured in any other way.

In addition to non-capital project needs, a contingency strategy will be needed to handle fluctuations in project costs and revenue forecasts that will arise over a four decade planning horizon. A reliable strategy to make allowances for variations in revenue and cost uncertainties, contingencies, escalation and assumptions in debt service costs will be developed within the recommended sequencing plan and then incorporated as necessary in the recommended Expenditure Plan to support the potential ballot measure and LRTP update.

Roadmap Process

Consultant support for the LRTP process was secured and kicked-off on September 15, 2015 and staff is now working on travel demand modeling and other related tasks to enable the Potential Ballot Measure Framework in Attachment A and the subsequent Expenditure Plan and Ordinance processes to be completed by June 2016. Though staff proposes a final decision by the Metro Board of Directors on whether to support the agendizing of a November 2016 Ballot Measure in June 2016, the Metro Board must make a go/no go decision no later than the regularly scheduled meeting in July 2016 in order to ensure placement on the November 2016 ballot. The next steps in the LRTP and potential ballot measure framework are as follows:

1. Continue stakeholder outreach;
2. Finalize non-project needs assessment and constraints in January 2016;
3. Conduct final needs and performance metrics and project scheduling analysis February 2016;
4. Release preliminary Expenditure Plan and Ordinance in March 2016;
5. Subregional and stakeholder outreach in April/May 2016;
6. Approve final Expenditure Plan and Ordinance in June 2016; and
7. Submit final Expenditure Plan and Ordinance to the County of Los Angeles Board of Supervisors in July/August 2016.

The LRTP update will be finalized and provided to the Board for adoption in 2017, after the results of the potential ballot measure process are known.

ATTACHMENTS

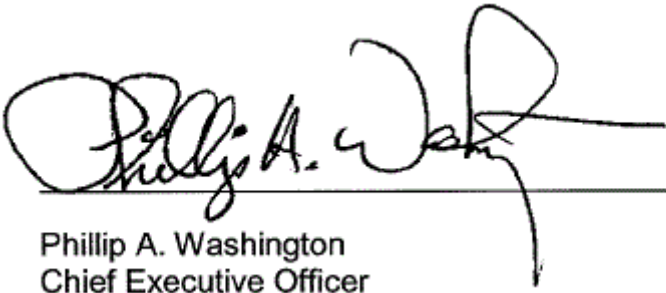
Attachment A - LRTP Potential Ballot Measure Performance Metrics Framework;
Attachment B - LRTP Potential Ballot Measure Framework Working Assumptions;
Attachment C - Stakeholder Process Input (through an On-Line Link);
Attachment D - Subregional Stakeholder Project Priorities;
Attachment E - Regional Facility Provider Needs Lists; and
Attachment F - Roadmap for LRTP Potential Ballot Measure Process.

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2017 LRTP Update
Proposed Performance Metrics Framework for Major Projects

Metro Theme	Goals and Objectives	System Performance Measures	Weight (%)	Highway Project Performance Measures	Transit Project Performance Measures
Mobility	<ul style="list-style-type: none"> • Relieve <u>Ease</u> congestion • Increase travel by transit, bicycle, and pedestrians • Improve travel times • Improve system connectivity • Increase person throughput • Improve effectiveness & reliability for core riders • <u>Address operating & life cycle costs</u> • <u>Extend life of facility & equipment</u> 	<ul style="list-style-type: none"> • Reduced person hours of delay • Increased person throughput • Reduced single-occupant vehicle mode share • Increased annual boardings per mile • Increased annual hours of delay savings/mile • <u>Improve roadway condition rating</u> • <u>Reduced portion of transit assets past useful life</u> 	<p>35% 45%</p>	<ul style="list-style-type: none"> • Increased person throughput • Reduced person hours of delay² 	<ul style="list-style-type: none"> • Increased transit ridership • Increased person throughput • Improved system <u>travel time</u> reliability • Improved service frequency
Economy	<ul style="list-style-type: none"> • Increase economic output • Support job creation & retention • Support goods movement • Invest in disadvantaged communities 	<ul style="list-style-type: none"> • Improved linkages to major employment/activity centers¹ • Increased number of jobs • Improved REMI Model economic benefit results • Reduced vehicle hours of delay for trucks • Dollars invested in <u>transportation projects in</u> disadvantaged communities 	<p>15% 12.5%</p>	<ul style="list-style-type: none"> • Reduced truck vehicle hours of delay² • Improved job access • Dollars invested in <u>transportation projects in</u> disadvantaged communities 	<ul style="list-style-type: none"> • Increased transit oriented development • Improved job access • Dollars invested in <u>transportation projects in</u> disadvantaged communities

¹ Employment/activity centers include major employment centers, retail centers, education facilities, and healthcare facilities

² Reduced person and truck hours will serve as the best proxy available for person and truck travel time reliability for Highway projects.

Attachment A

Metro Theme	Goals and Objectives	System Performance Measures	Weight (%)	Highway Project Performance Measures	Transit Project Performance Measures
Accessibility	<ul style="list-style-type: none"> • Increase population served by facility • Increase service to transit-dependent, cyclist, pedestrian populations including youth, seniors, and people with disabilities • Improve first-last mile connections • <u>Utilize technology</u> 	<ul style="list-style-type: none"> • Job accessibility by population subgroup • Mode choice by income quintile • SB 535 Disadvantaged Communities mapping (CalEnviroScreen) • Increased number of households with access to transit • Increased number of households with access to bicycle infrastructure • Increased number of households with disabled persons with access to transit • <u>Increased access to parks and open space areas</u> 	<p>20% <u>17.5%</u></p>	<ul style="list-style-type: none"> • Increased number of disadvantaged population served • Improved access or system connectivity • <u>Improved access to parks and open space</u> • <u>See note 3</u> 	<ul style="list-style-type: none"> • Increased number of households <u>population</u> served <u>by frequent transit</u> • Increased number of transit dependent households served • Improved system connectivity • <u>Improved access to parks and open space</u> • <u>See note 3</u>
Safety	<ul style="list-style-type: none"> • Reduce incidents • Improve personal safety 	<ul style="list-style-type: none"> • Fatalities by mode • Injuries by mode • Fatalities per capita 	<p>45% <u>12.5%</u></p>	<ul style="list-style-type: none"> • High <u>fatal and severe injury</u> collision area addressed • Reduced safety conflicts 	<ul style="list-style-type: none"> • Improved transit system safety • High collision area addressed ⁴

³ Metro considered measuring “increased network connectivity for walking and biking” and found that while major highway and transit projects may offer accommodations for bicycling and walking, the improvements to bicycle and pedestrian system connectivity will likely be minimal and impossible to compare effectiveness quantitatively from one project to another.

⁴ The Statewide Integrated Traffic Records System (SWITRS) is maintained by the California Highway Patrol (CHP) and does not log fatalities and severe injuries on the transit system.

Attachment A

Metro Theme	Goals and Objectives	System Performance Measures	Weight (%)	Highway Project Performance Measures	Transit Project Performance Measures
Sustainability & Quality of Life	<p>Improve environmental quality</p> <ul style="list-style-type: none"> • Reduce greenhouse gas (GHG) emissions • Reduce urban heat island effect • Reduce storm water runoff impacts • Reduce biological and habitat impact <p>Improve public health</p> <p>Improve quality of life</p> <ul style="list-style-type: none"> • Improve access to parks and recreation • Reduce noise impacts 	<p>Improve environmental quality</p> <ul style="list-style-type: none"> • Reduced VMT per capita • Reduced GHG per capita • Reduced impact on habitat preservation and open space areas <p>Improve public health</p> <ul style="list-style-type: none"> • Reduced EPA air quality conformity criteria pollutants • Increased bike, pedestrian, and transit trips <p>Improve quality of life</p> <ul style="list-style-type: none"> • Increased access to parks and open space areas 	<p>15%</p> <p><u>12.5%</u></p>	<p>Reduced impact on environment</p> <ul style="list-style-type: none"> • Reduced GHG emissions • Reduced urban heat island effect • Reduced storm water runoff impact • Reduced impact on habitat preservation and open space areas <p>Improved public health</p> <ul style="list-style-type: none"> • Support for active transportation • Improved access to healthcare facilities <p>Improve quality of life</p> <ul style="list-style-type: none"> • Reduced noise impacts • Improved access to parks and open space 	<p>Reduced impact on environment</p> <ul style="list-style-type: none"> • Reduced GHG emissions • Reduced VMT • Reduced urban heat island effect • Reduced storm water runoff impact • Reduced impact on habitat preservation and open space areas <p>Improved public health</p> <ul style="list-style-type: none"> • Support for active transportation • Improved access to healthcare facilities <p>Improve quality of life</p> <ul style="list-style-type: none"> • Reduced noise impacts • Improved access to parks and open space

Long Range Transportation Plan and Potential Ballot Measure Framework Working Assumptions

October 1, 2015

Augment, Extend, and Sunset Assumptions

The 2017 LRTP is currently assumed to cover the time period from 2017 – 2057 (forty years) and incorporate projects funded by the Metro Board in the 2009 LRTP that sunsets in the year 2039 with Measure R. The three principle alternatives to this assumption revolve around these decisions: extend the existing tax or not; augment the existing tax or not; and place a sunset on the new tax or not.

SB 767 (de León) provides the Metro Board maximum flexibility for all three of these alternatives. For example, the Metro Board could alternatively elect to propose an extension only, like Measure J, or it could elect to propose only an increase, without an extension, like Measure R. Finally, the Metro Board could change the sunset year of the tax (now tentatively assumed to be 2057) or eliminate it altogether, like Proposition A and Proposition C.

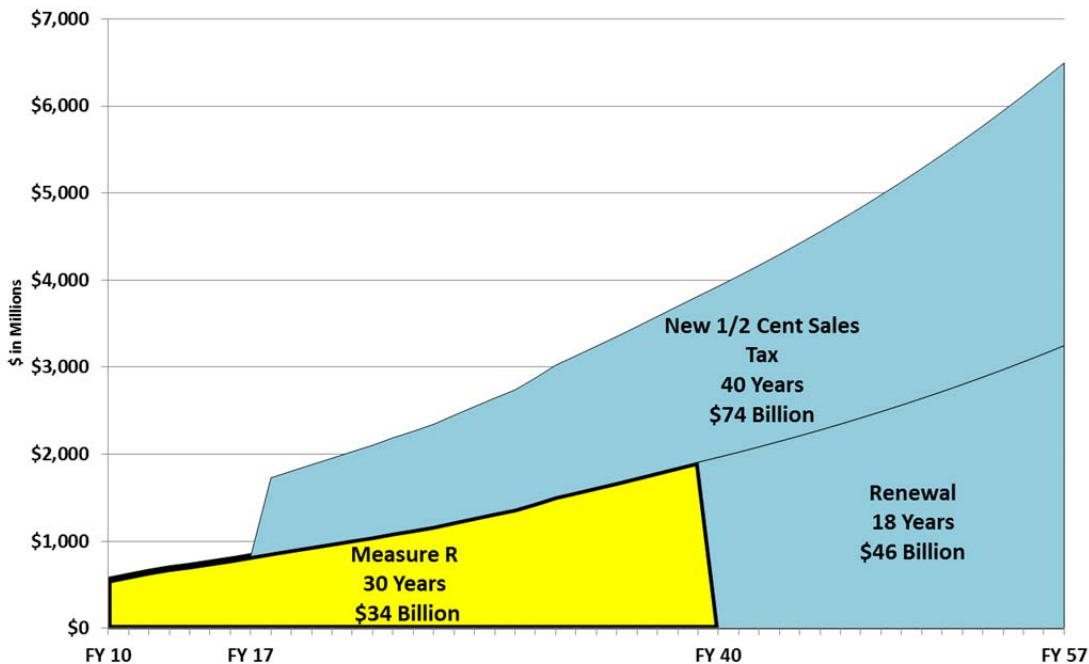
The following considerations led staff to the 2057 LRTP augment, extend, and sunset assumption, as follows:

- Unmet transportation infrastructure improvement needs: The Mobility Matrix process concluded that the entire inventory of needs for transportation capital improvements countywide was between \$157 and \$273 billion (in 2015 dollars). Shorter sunsets did not provide enough resources to develop the necessary level of consensus given this need;
- Market research indicates public support for transportation improvements: Past statistically reliable quantitative surveys conducted found no significant advantage to including a sunset clause in a Los Angeles County transportation sales tax ballot measure;
- Alameda County super majority: In November 2014, 70% of voters in Alameda County approved a ballot measure that augmented an existing ½ cent transportation sales tax while at the same time extending the original ½ cent transportation sales tax when it expired; and
- Subregional feedback included a desire to accelerate existing Measure R priority projects, which could be facilitated, in part by replacing the Measure R tax when it sunsets.

As a result of these considerations, the LRTP Framework assumes an augment and extend approach similar to the Alameda County strategy, as shown in Table 1 below:

Potential Ballot Measure Structure

Sales Tax Increase with Renewal of Existing



Augmenting Metro's existing transportation sales taxes for at least a 40 year period (through the year 2057) and also extending an existing sales tax (Measure R) expiring in 2039 will provide the best opportunity to secure the necessary resources to address the public's desire for transportation improvements. Prior to making a final decision next year, the results of further market research will be provided to the Metro Board.

Project Cost Inflation and Sales Tax Revenue Growth Assumptions

The SB 767 (de León) expenditure plan requirement to schedule projects and show approximate completion dates raises the need to assume the impact of inflation over time on project and program costs. The initial project costs were requested in 2015 dollars and our cost inflation assumption is 3% per year.

The sales tax revenue growth assumption is 3.8% per year through 2040 and 3% thereafter. The difference between inflation cost growth and revenue growth through 2040 is primarily economic growth from the UCLA Anderson School Forecast of taxable sales for Los Angeles County. Countywide Planning staff has found the UCLA Anderson School Forecast to be the best available for our long term planning needs.

Optimal Subregional Target Assumptions

The transparent process required by SB 767 (de León) and the bottoms-up process directed by the Metro Board required Countywide coordination of subregional revenue assumptions. To prioritize the enormous unmet transportation capital needs identified in the Mobility Matrix process, the subregions needed to know roughly what they could

expect for capital improvements from the assumed augment and extend approach to the potential ballot measure.

Staff worked with the subregions to develop subregional revenue targets they could use for their priority setting process. To divide revenues into subregional targets, staff considered prior discussions with the subregions before developing a new approach. The purely current population and employment approach in Measure R led to later disagreements about extending that approach beyond 2039 in Measure J. Representatives from high population and/or employment growth areas felt the 2005 data used for Measure R was inequitable for taxes that would extend well beyond 2039, as proposed in Measure J.

To respond to these very valid concerns, staff interpolated Southern California Association of Governments 2008 population and 2035 employment information to establish 2017 and 2047 population and employment data points, as shown in Table 2:

Basis for Optimal Targets Vary by Subregion

Optimization Will Require Supplemental Non-Measure Funds by the LRTP Horizon Year							
40 Years		12.11% =				\$4.5 billion	
Subregion	Population		Employment		Pop/Emp, 2017/2047 Blend	Optimal Sub- Regional Share %	Δ%
	2017	2047	2017	2047			
Arroyo Verdugo	4.99%	4.79%	7.54%	7.82%	6.28%	7.82%	1.53%
Central Los Angeles	18.98%	19.12%	18.05%	18.01%	18.54%	19.12%	0.58%
Gateway Cities	19.84%	19.27%	16.63%	16.15%	17.97%	19.84%	1.87%
Las Virgenes/Malibu	0.85%	0.81%	1.38%	1.42%	1.12%	1.42%	0.30%
North Los Angeles County	7.42%	9.40%	5.42%	6.84%	7.27%	9.40%	2.13%
San Fernando Valley	14.66%	14.19%	14.21%	14.09%	14.29%	14.66%	0.37%
San Gabriel Valley	16.17%	16.14%	13.10%	12.76%	14.54%	16.17%	1.63%
South Bay	10.62%	10.13%	10.60%	10.16%	10.38%	10.62%	0.24%
Westside Cities	6.46%	6.14%	13.06%	12.75%	9.60%	13.06%	3.46%
Grand Total	100.00%	100.00%	100.00%	100.00%	100.00%	112.11%	12.11%

- Source Data: SCAG RTP12 Socio-economic Data (SED)
- 2017 and 2047 year data interpolated/extrapolated from SCAG 2008 and 2035 Projections. Back-up data available on request.
- In this version, Arroyo Verdugo consists of Burbank, La Crescenta-Montrose, La Canada Flintridge, Glendale, Pasadena and South Pasadena. That means both Pasadena and South Pasadena have been taken out of San Gabriel Valley to be included in Arroyo Verdugo subregion.

REVISION #3

As one can see from the data in Table 2, at least one subregion had a credible argument to use each of four differing basis for the targets. To avoid disagreements over the basis of the targets to be used, Metro staff offered a blended approach and an optimal approach. The blended approach added-up to 100%, but the optimal approach would not at 112%. This meant the optimal approach would require approximately \$4.5 billion in non-measure funds from existing taxes beyond the 2009 LRTP planning horizon of 2039, but within the

new LRTP planning horizon of 2057. The subregion's all preferred the optimal target approach and Metro staff found it to be workable and concurred, making the optimal basis the consensus choice for the initial subregional priority setting exercise.

Before calculating the subregional revenue targets, assumptions were also needed about how much of the anticipated revenue from the augment and extend approach might be dedicated to multi-modal capital improvement purposes. Measure R had 55% dedicated to these purposes. It should be emphasized that for discussion purposes, staff assumed that roughly half of the new tax, about \$60 billion, could go for multi-modal capital improvement purposes, though we cautioned that this was ultimately a decision expressly reserved for the Metro Board when more information about all needs were known.

Roughly half the tax, about \$60 billion, is on a year of expenditure basis while the project cost data identified in the Mobility Matrices is based on current year dollars instead. This required that the value of the \$60 billion, again roughly half the tax, be deescalated before being made available to each subregion as a target on a current dollar basis. This enabled the subregions to directly compare their target to the project cost data they already possessed.

Table 3 shows the end result of the target setting consensus, subregional targets in deescalated dollars comparable to project cost data on the same basis:

Table 3, Consensus Subregional Targets:

Optimal Capital Improvement Targets

Year of Expenditure \$'s (includes inflation) vs. Current \$'s (excludes inflation)

Subregion	Optimal Sub-regional Share %	Pay-Go (YOE, No Bonds)			De-escalated to Current 2014 \$		
		Tier 1 - New 1/2 Cent 40 Years (FY 18-57)	Tier 2 - 1/2 Cent Renewal 18 Years (FY 39-57)	Total	Tier 1 - New 1/2 Cent 40 Years (FY 18-57)	Tier 2 - 1/2 Cent Renewal 18 Years (FY 39-57)	Total
Arroyo Verdugo	7.82%	\$ 2,889	\$ 1,772	\$ 4,661	\$ 1,125	\$ 506	\$ 1,631
Central Los Angeles	19.12%	\$ 7,062	\$ 4,332	\$ 11,394	\$ 2,750	\$ 1,237	\$ 3,987
Gateway Cities	19.84%	\$ 7,328	\$ 4,495	\$ 11,823	\$ 2,853	\$ 1,284	\$ 4,137
Las Virgenes/Malibu	1.42%	\$ 525	\$ 322	\$ 842	\$ 204	\$ 92	\$ 296
North LA County	9.40%	\$ 3,472	\$ 2,130	\$ 5,602	\$ 1,352	\$ 608	\$ 1,960
San Fernando Valley	14.66%	\$ 5,415	\$ 3,321	\$ 8,736	\$ 2,108	\$ 949	\$ 3,057
San Gabriel Valley	16.17%	\$ 5,973	\$ 3,663	\$ 9,636	\$ 2,325	\$ 1,046	\$ 3,371
South Bay Cities	10.62%	\$ 3,923	\$ 2,406	\$ 6,329	\$ 1,527	\$ 687	\$ 2,214
Westside	13.06%	\$ 4,824	\$ 2,959	\$ 7,783	\$ 1,878	\$ 845	\$ 2,723
Subregional Total	112.11%	\$ 41,411	\$ 25,399	\$ 66,810	\$ 16,123	\$ 7,255	\$ 23,378

- 1) Optimal targets are each subregion's share of the proposed revenues based on the greatest percentage of four possible measures: i) current population; ii) future population; iii) current employment; or, iv) future employment. The following table has more information.
- 2) Dollars in millions.
- 3) YOE = Year of Expenditure.
- 4) Santa Clarita included in North LA County.
- 5) Arroyo Verdugo includes Burbank, Glendale, Pasadena, So. Pasadena and La Canada-Flintridge, and La Crescenta-Montrose.

Financial Constraints

All projects submitted are anticipated to be included in the LRTP update, they must be categorized in one of two ways: financially constrained (funding plan) or financially unconstrained (no funding plan). These financial constraints are defined in federal planning regulations as revenues that can be reasonably expected to be available. The assumptions focus on revenues reasonably expected to be available. Tax and other revenues not yet authorized in law or by a policy body can only be included if based on reasonable assumptions, such as a pattern of periodic authorizations by the applicable legislature or policy making body. Aggressive assumptions that have no reasonable basis are not permitted by the Clean Air Act and other policy actions of the federal government. For transit agencies seeking New Starts funds, periodic reviews of financial capacity reasonableness are also required. These reviews can be stricter than regulatory reviews stemming from the federal planning regulations.

Cost Effectiveness

One key performance metric that is applied to all major highway and transit projects is an evaluation of costs versus benefits, with the benefits defined as those in the Performance Metrics Framework. While a specific cost effectiveness measure is not shown in Attachment A, it will be calculated through the performance evaluation process using the other measures of project benefit. This explains why a specific weight is not assigned to cost effectiveness, even though it is important that all projects recommended through this process meet cost effectiveness criteria.

ATTACHMENT C

Stakeholder Process Input

Document Available Online at:

http://media.metro.net/projects_studies/images/lrtp_stakeholder_input.pdf

Subregional Stakeholder Draft Project Priorities

ATTACHMENT D

(2015 \$ in thousands)

Project	Notes	Cost Assumption	Draft Subregional Target (2015\$)	Difference
Arroyo Verdugo				
North Hollywood to Pasadena Bus Rapid Transit Corridor	a	\$ 283,000	\$ 283,000	\$ -
Active Transportation Projects		\$ 136,500	\$ 136,500	\$ -
Goods Movement Projects		\$ 81,700	\$ 81,700	\$ -
Highway Efficiency, Noise Mitigation and Arterial Projects		\$ 602,800	\$ 602,800	\$ -
Modal Connectivity and Complete Streets Projects		\$ 202,000	\$ 202,000	\$ -
Transit Projects		\$ 257,100	\$ 257,100	\$ -
Unprogrammed		\$ 67,900	\$ 67,900	\$ -
Arroyo Verdugo Subtotal		\$ 1,631,000	\$ 1,631,000	\$ -
San Fernando Valley				
Active Transportation Program	b,c	\$ 65,000	\$ 65,000	\$ -
City of San Fernando Bike Master Plan	b	\$ 5,000	\$ 5,000	
Complete LA River Bike Path Across the Valley	b	\$ 60,000	\$ 60,000	
Complete East Valley Transit Corridor Project as LRT		\$ 1,000,000	\$ 1,000,000	\$ -
North Hollywood to Pasadena Bus Rapid Transit Corridor	a	\$ 230,000	\$ 230,000	\$ -
Orange Line BRT Improvements		\$ 300,000	\$ 300,000	\$ -
Orange Line Conversion to Light Rail		\$ 1,400,000	\$ 62,000	\$ 1,338,000
Sepulveda Pass Transit Corridor	d	\$ 3,390,000	\$ 1,400,000	\$ 1,990,000
San Fernando Valley Subtotal		\$ 6,450,000	\$ 3,057,000	\$ 3,328,000
Westside				
Active Transportation and First/Last Mile Connections Prog.		\$ 650,000	\$ 650,000	\$ -
I-10 Multi-Modal Circulation Improvement Project		\$ 50,000	\$ 50,000	\$ -
Crenshaw Line Extension to West Hollywood/Hollywood	e	\$ 580,000	\$ 300,000	\$ 280,000
Lincoln Blvd BRT		\$ 307,000	\$ 307,000	\$ -
Purple Line Extension to Santa Monica		\$ 2,647,100	\$ 16,000	\$ 2,631,100
Sepulveda Pass Transit Corridor	d	\$ 3,390,000	\$ 1,400,000	\$ 1,990,000
Westside Subtotal		\$ 7,624,100	\$ 2,723,000	\$ 4,901,100
Central City Area				
Crenshaw Line Extension to West Hollywood/Hollywood	e	\$ 1,750,000	\$ 1,185,000	\$ 565,000
Vermont "Short Corridor" Subway from Wilshire to Exposition		\$ 1,700,000	\$ 425,000	\$ 1,275,000
Bus Rapid Transit and 1st/Last Mile Solutions such as DASH	b	\$ 280,000	\$ 280,000	\$ -
Freeway Interchange and Operational Improvements	b	\$ 200,000	\$ 200,000	\$ -
Historic Streetcar	b	\$ 107,000	\$ 107,000	\$ -
LA River Waterway & System Bikepath	b	\$ 370,000	\$ 370,000	\$ -
Los Angeles Safe Routes to School Initiative	b	\$ 250,000	\$ 250,000	\$ -
LA Streetscape Enhancements & Great Streets Program	b	\$ 470,000	\$ 470,000	\$ -
Active Transportation, 1st/Last Mile, & Mobility Hubs	b	\$ 210,000	\$ 210,000	\$ -
Traffic Congestion Relief/Signal Synchronization Program	b	\$ 50,000	\$ 50,000	\$ -
Public Transit State of Good Repair Program	b	\$ 440,000	\$ 440,000	\$ -
Central Cities Subtotal		\$ 5,827,000	\$ 3,987,000	\$ 1,840,000
North County				
Active Transportation Program	b	\$ 264,000	\$ 264,000	\$ -
Arterial Program	b	\$ 726,130	\$ 726,130	\$ -
Goods Movement Program	b	\$ 104,000	\$ 104,000	\$ -
High Desert Corridor (HDC) Right-of-Way		\$ 270,000	\$ 170,000	\$ 100,000
Highway Efficiency Program	b	\$ 128,870	\$ 128,870	\$ -
I-5 North Capacity Enhancements (Parker Rd. + 1.5 miles)		\$ 785,000	\$ 240,000	\$ 545,000
Multimodal Connectivity Program	b	\$ 239,000	\$ 239,000	\$ -
Transit Program	b	\$ 88,000	\$ 88,000	\$ -
North County Subtotal		\$ 2,605,000	\$ 1,960,000	\$ 645,000
Las Virgenes-Malibu				
Active Transportation, Transit, and Technology Program	b	\$ 32,000	\$ 32,000	\$ -
Highway Efficiency Program	b	\$ 133,000	\$ 133,000	\$ -
Modal Connectivity Program	b	\$ 68,000	\$ 68,000	\$ -
Traffic Congestion Relief and Improvement Program	b	\$ 63,000	\$ 63,000	\$ -
Las Virgenes-Malibu Subtotal		\$ 296,000	\$ 296,000	\$ -

Subregional Stakeholder Draft Project Priorities

ATTACHMENT D

(2015 \$ in thousands)

for reference
only - not
to be used

	Project	Notes	Cost Assumption	Draft Subregional Target (2015\$)	Difference
55	Gateway Cities				
56	Gold Line Eastside Extension Phase II - Washington Blvd.	f, j	\$ 1,500,000	\$ 543,000	\$ 957,000
57	Green Line Eastern Extension (Norwalk)	j	\$ 500,000	\$ 500,000	\$ -
58	I-5 Corridor Improvements (I-605 to I-710)		\$ 1,100,000	\$ 1,059,000	\$ 41,000
59	I-605 Corridor "Hot Spot" Interchange Improvements	j	\$ 850,000	\$ 300,000	\$ 550,000
60	I-710 South Corridor Project	g, j	\$ 4,000,000	\$ 500,000	\$ 3,500,000
61	SR 60/I-605 Interchange HOV Direct Connectors	h	\$ 260,000	\$ 200,000	\$ 60,000
62	West Santa Ana Branch (Eco Rapid Transit Project)	j	\$ 2,000,000	\$ 1,035,000	\$ 965,000
63	Active Transportation Program (ATP)	j	To be determined	Included above (see footnote j)	
64	Gateway Cities Subtotal		\$ 10,210,000	\$ 4,137,000	\$ 6,073,000
65	San Gabriel Valley				
66	Active Transportation Program (Bicycle/Pedestrian Facilities)	b	\$ 231,000	\$ 231,000	\$ -
67	Bus System Improvement Program	b	\$ 55,000	\$ 55,000	\$ -
68	Goods Movement Program (Improvements & RR Xing Elim.)	b	\$ 33,000	\$ 33,000	\$ -
69	Highway Demand Based Program (HOV Ext. & Connectors)	b	\$ 231,000	\$ 231,000	\$ -
70	Highway Efficiency Program	b	\$ 534,000	\$ 534,000	\$ -
71	I-605/I-10 Interchange		\$ 126,000	\$ 126,000	\$ -
72	ITS/Technology Program (Advanced Signal Technology)	b	\$ 66,000	\$ 66,000	\$ -
73	Metro Gold Line Eastside Transit Corridor Phase II - SR-60	f	\$ 1,500,000	\$ 543,000	\$ 957,000
74	Metro Gold Line Foothill Light Rail Extension - Phase 2B	i	\$ 1,130,000	\$ 1,019,000	\$ 111,000
75	First/Last Mile and Complete Streets	b	\$ 198,000	\$ 198,000	\$ -
76	SR 60/I-605 Interchange	h	\$ 130,000	\$ 130,000	\$ -
77	SR-57/SR-60 Interchange Improvements		\$ 205,000	\$ 205,000	\$ -
78	San Gabriel Valley Subtotal		\$ 4,439,000	\$ 3,371,000	\$ 1,068,000
79	South Bay				
80	South Bay Highway Operational Improvements		\$ 1,100,000	\$ 500,000	\$ 600,000
81	I-405 South Bay Curve Widening		\$ 150,000	\$ 150,000	\$ -
82	I-405/I-110 Int. HOV Connector Ramps & Intrchg Improv		\$ 355,000	\$ 355,000	\$ -
83	I-110 Express Lane Ext South to I-405/I-110		\$ 81,500	\$ 51,500	\$ 30,000
84	I-105 Hot Lane from I-405 to I-605		\$ 350,000	\$ 200,000	\$ 150,000
85	Green Line Extension to Crenshaw Blvd in Torrance		\$ 607,500	\$ 607,500	\$ -
86	Transportation System and Mobility Improvements Program	b	\$ 350,000	\$ 350,000	\$ -
87	South Bay Subtotal		\$ 2,994,000	\$ 2,214,000	\$ 780,000
88	GRAND TOTAL		\$ 42,076,100	\$ 23,376,000	\$ 18,635,100

- Cost Assumption equals subregional funding share proposed by the Arroyo Verdugo and San Fernando Valley areas.
- Cost Assumption equals proposed subregional funding.
- Program includes City of San Fernando Bike Master Plan and LA River Bike Path Across the Valley projects.
- Final cost, scope, and subregional shares will be determined by the environmental process. The working assumption here for any existing available LRTP funding is 50% San Fernando Valley area and 50% Westside.
- Final cost, scope, and subregional shares will be determined by the environmental process. The working assumption here is 75% Central-25% Westside.
- Final cost, scope, and subregional shares will be determined by the environmental process. The working assumption here for any existing available LRTP funding (including Measure R) is 50% Gateway area and 50% San Gabriel Valley area.
- At least \$3.5 B in funding needs for this project is not shown here. We are pursuing a strategy to fund 12.5% from existing resources, 12.5% from State resources, 12.5% from Federal resources, & 12.5% from subregional target. The remaining 50% is to come from private tolls or fees originating from freight.
- Final cost, scope, & subregional shares will be determined by the environmental process. The working assumption here is 2/3 Gateway & 1/3 San Gabriel Valley.
- Subregional target does not include full 25% contingency.
- The ATP is to be based upon the Gateway COG's Strategic Transportation Plan. These Gateway COG projects will include ATP (bicycle/pedestrian) elements. The COG reserves its right to change these priorities as their Strategic Planning Process progresses.

Current as of November 24 16 12, 2015

Regional Facility Provider Draft Needs List

ATTACHMENT E

(2015 \$ in thousands)

Project	Notes	Cost Estimate
Bob Hope Airport		
Burbank/Glendale LRT	\$	1,604,000
Clybourn Ave: Grade separation at railroad tracks / Vanowen St / Empire Ave	\$	60,000
Hollywood Way/San Fernando Rd Metrolink station pedestrian bridge	\$	8,350
I-5/Buena Vista Ave: Reconfigure ramps and connect with Winona Ave	a \$	30,000
Metro Red Line Extension: North Hollywood to Burbank Airport	\$	1,800,000
North Hollywood to Bob Hope Airport to Pasadena Transit Corridor	a, b \$	2,550,000
Subtotal		\$ 6,052,350
Long Beach Airport		
3138-Bellflower Blvd./ Spring St. Improv.	\$	5,000
9078-Lakewood Blvd./ Rosemead Blvd. (59) signals-San Gabriel Blvd. to Stearns St.	\$	10,325
3137-Lakewood Blvd. / Spring St. Improv.	\$	5,000
9659-LGB Bicycle access improvements	\$	50,000
3082-Wardlow Rd. / Cherry Ave. Intersection Widening	\$	5,000
9094-Willow St. (23) signals from I-710 to I-605	\$	2,450
Subtotal		\$ 77,775
Los Angeles Airport		
Automated People Mover (APM) system	\$	175,000
Connection: Manchester Square to I-405 southbound and I-105 eastbound ramp	\$	450,000
Gateway LAXpress Employee Transport: capital cost of existing/new transit vehicles	\$	50,000
Gateway LAXpress Employee Transport: Mobility Hubs at Regional Transit Centers	\$	75,000
Gateway LAXpress Employee IT Platform Services	\$	250
I-405: Construct LAX Expressway	\$	1,120,000
Interstate 405 (I-405) Direct High Occupancy Vehicle (HOV) Connector to LAX	\$	135,000
Provide an on-ramp to I-405 northbound from northbound La Cienega Boulevard	\$	90,000
Trench Cover (Crenshaw/LAX Transit Corridor)		TBD
Subtotal		\$ 2,095,250
Palmdale Airport		
Bicycle/Pedestrian Connector from the Palmdale Regional Airport	\$	50,000
High Desert Corridor from SR 14 to 50th Street East	c \$	670,000
People Mover from PTC to the Palmdale Regional Airport	\$	100,000
RVB Roadway Improvements from 15th Street East to 50th Street East	\$	75,000
Rancho Vista Grade Separation Project from Fairway Drive to 15th Street East	\$	100,000
Subtotal		\$ 995,000

Regional Facility Provider Draft Needs List

ATTACHMENT E






(2015 \$ in thousands)


Project	Notes	Cost Estimate
Port of Los Angeles (POLA)	POLA Priority	
Terminal Island Container Transfer Facility Expansion (additional loading track)	1	\$ 4,000
West Basin Container Terminal Automated/Electrified On-Dock Railyard	2	\$ 86,000
Alameda Corridor Terminus - West Basin Track (West Basin 2 nd Mainline Track)	3	\$ 5,000
Alameda Corridor POLA/POLB Access Rail (Thenard Junction Connection)	4	\$ 20,000
Pier 300 On-Dock Railyard Expansion (2 additional loading tracks)	5	\$ 35,000
Pier 400 On-Dock Railyard Expansion (2 additional loading tracks)	6	\$ 75,000
Pier 400 Second Lead Track	7	\$ 12,000
Alameda Corridor Terminus - Cerritos Channel Bridge (5004)	8	\$ 170,000
Alameda Corridor Terminus-West Basin Railyard Expansion (additional tracks)	9	\$ 45,000
SR 47/V. Thomas Bridge/Harbor Blvd. Interchange	10	\$ 25,000
SR 47/Navy Way Interchange	11	\$ 50,000
Alameda Corridor Terminus/SR 47 Rail Crossing Advanced Warning System.	12	\$ 5,000
San Pedro Waterfront Regional Access Improvement:	13	\$ 41,000
Alameda Corridor Terminus/California Coastal Trail Extension Grade Separation	14	\$ 15,000
California Coastal Trail - Ports O' Call Promenade	15	\$ 29,000
New Terminal Island On-dock railyard	16	\$ 150,000
Terminal Island Rail Support Yard	17	\$ 50,000
Container Movement Efficiency Program	18	\$ 383,000
Subtotal		\$ 1,200,000
Port of Long Beach		
Coastal Trail Gap Closure Projects (Regional Connectivity)		\$ 21,800
Gerald Desmond Bridge Replacement Project		\$ 200,000
Pico Avenue Freight Corridor Street Improvements		\$ 160,000
Port Area Advanced Transportation Management and Information System 2.0		\$ 6,000
Port Access Road Improvements		\$ 50,015
Rail Efficiency Improvement Project at Pier B		\$ 440,000
Rail Efficiency Improvement at Pier G South Rail Yard		\$ 66,000
Terminal Island On-Dock Rail Efficiency Improvements		\$ 173,710
Subtotal		\$ 1,117,525
Union Station		
Los Angeles Union Station-40 year component State of Good Repair Cost		\$ 106,260
Southern California Regional Interconnector Project (Metrolink Run-Through)		\$ 150,000
Union Station Linkages Program (Connect US Action Plan)		\$ 26,000
Union Station Master Plan (USMP) Stage 2A Multi Modal Passenger Concourse		\$ 300,000
USMP Enabling Development (Stage 2C)		\$ 12,000
USMP Enabling Development and Open Space Network (Stage 2E and 2F)		\$ 114,000
USMP Perimeter Improvements (Stage 1)		\$ 31,111
USMP Relocated Patsaouras Bus Plaza (Stage 2B)		\$ 770,000
Subtotal		\$ 1,509,371
GRAND TOTAL		\$ 13,047,271

- a. Project also identified as priority in Arroyo Verdugo Subregion project list
- b. Project also identified as priority in San Fernando Valley Subregion project list
- c. Project also identified as priority in North County Subregion project list

Transportation Plan Roadmap

Attachment F

	OCTOBER 2015	NOVEMBER— DECEMBER 2015	JANUARY— MARCH 2016	APRIL— JUNE 2016	JULY— SEPTEMBER 2016	OCTOBER— DECEMBER 2016
EXPENDITURE PLAN 	> Plan Framework	> Finalize Framework	> Evaluate Project Sequencing	> Finalize Project Sequencing	> Submit Ballot Measure	 ELECTION NOV 8, 2016
STAKEHOLDER & COMMUNITY OUTREACH 	> COG Coordination > Stakeholder and Sub-Regional Briefings	> Stakeholder and Sub-Regional Briefings	> Public meetings > Survey > Focus Groups > Community Workshops > Stakeholder and Sub-Regional Briefings	> Stakeholder and Sub-Regional Briefings	> Voter Information Begins	
EDUCATION 	> Annual Report > Launch LRTP Website	> Education Campaign Begins	> Quality of Life Report	> Telephone Town Halls	> Voter Information Begins	
BOARD ACTIVITIES 	> Framework Presented	> Action on Framework	> Expenditure Plan Draft Released	> Final Expenditure Plan Action		



Long Range Transportation Plan Potential Ballot Measure Framework, Assumptions, and Input

Board Agenda Item 17 – December 3, 2015



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Potential Ballot Measure Framework

- Transforming transportation will include projects in all sub-regions of Los Angeles County
- Approximately half of the plan will include capital improvement projects
- Evaluating the major transit and highway projects will occur through established Performance Metrics
- The proposed Performance Metrics reflect feedback from Board Members and regional stakeholders



Potential Ballot Measure Assumptions

- The project evaluation process is guided by some assumptions:
 - Augment the current tax
 - Replace the current tax when it expires
 - Extend the sunset year
- These assumptions would generate an estimated \$120 billion (YOE) through 2057
 - Roughly \$60 billion for capital projects
 - Roughly \$60 billion for local investments, operations, etc.



Project Evaluation Process

- The evaluation process will be the foundation for developing the Expenditure Plan
- This process provides an opportunity to potentially accelerate some Measure R projects while keeping other existing projects on their current schedule
 - All regional projects, including unbuilt Measure R projects, will be evaluated to provide the Board with a comparative assessment across the County



Recommendation

- ☐ APPROVE the 2017 Long Range Transportation Plan Update Proposed Performance Metrics Framework to be used in analyzing all proposed major transit and highway projects (including Measure R projects not yet under construction) in order to develop a Potential Ballot Measure Expenditure Plan

Proposed Performance Metrics Themes & Weights

❖ **Mobility: Relieve Congestion**

45.0%

- Improve travel times and reliability; increase active transportation

❖ **Accessibility: Provide Access**

17.5%

- Increase service to the transit dependent, cyclists, youths, pedestrians, seniors, and people with disabilities; increase those served by Metro; improve first-last mile

❖ **Economy: Grow Economic Benefits**

12.5%

- Create jobs; increase goods movement; invest in disadvantaged communities

❖ **Safety: Improve Safety**

12.5%

- Enhance personal and public safety; reduce incidents

❖ **Sustainability and Quality of Life: Enhance Quality of Life**

12.5%

- Reduce greenhouse gases; improve air quality; positively impact public health



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Draft Proposed Performance Metrics Framework

Theme	Goals and Objectives	System Performance Measures	Wt. (%)	Highway Project Performance Measures	Transit Project Performance Measures
Mobility	<ul style="list-style-type: none"> • <u>Relieve</u> Ease congestion • Increase travel by transit, bicycle, and pedestrians • Improve travel times • Improve system connectivity • Increase person throughput • Improve effectiveness & reliability for core riders • <u>Address operating & life cycle costs</u> • <u>Extend life of facility & equipment</u> 	<ul style="list-style-type: none"> • Reduced person hours of delay • Increased person throughput • Reduced single-occupant vehicle mode share • Increased annual boardings per mile • Annual hours of delay savings/mile • <u>Improve roadway condition rating</u> • <u>Reduced portion of transit assets past useful life</u> 	35% <u>45%</u>	<ul style="list-style-type: none"> • Increased person throughput • Reduced person hours of delay ² 	<ul style="list-style-type: none"> • Increased transit ridership • Increased person throughput • Improved system <u>travel time</u> reliability • Improved service frequency
Economy	<ul style="list-style-type: none"> • Increase economic output • Support job creation & retention • Support goods movement • Invest in disadvantaged communities 	<ul style="list-style-type: none"> • Improved linkages to major employment/activity centers¹ • Increased number of jobs • Improved REMI Model economic benefit results • Vehicle hours of delay for trucks • Dollars invested in <u>transportation projects in disadvantaged communities</u> 	15% <u>12.5%</u>	<ul style="list-style-type: none"> • Reduced truck vehicle hours of delay ² • Improved job access • Dollars invested in <u>transportation projects in disadvantaged communities</u> 	<ul style="list-style-type: none"> • Increased transit oriented development • Improved job access • Dollars invested in <u>transportation projects in disadvantaged communities</u>

¹ Employment/activity centers include major employment centers, retail centers, education facilities, and healthcare facilities

² Reduced person and truck hours will serve as the best proxy available for person and truck travel time reliability for Highway projects.

Draft Proposed Performance Metrics Framework (continued)

Theme	Goals and Objectives	System Performance Measures	Wt. (%)	Highway Project Performance Measures	Transit Project Performance Measures
Accessibility	<ul style="list-style-type: none"> • Increase population served by facility • Increase service to transit-dependent, cyclist, pedestrian populations including youth, seniors, and people with disabilities • Improve first-last mile connections • <u>Utilize technology</u> 	<ul style="list-style-type: none"> • Job accessibility by population subgroup • Mode choice by income quintile • SB 535 Disadvantaged Communities mapping (CalEnviroScreen) • Increased number of households with access to transit • Increased number of households with access to bicycle infrastructure • Increased number of households with disabled persons with access to transit • <u>Increased access to parks and open space areas</u> 	<p>20% <u>17.5%</u></p>	<ul style="list-style-type: none"> • Increased number of disadvantaged population served • Improved access or system connectivity • <u>Increased access to parks and open space areas</u> • <u>See note 3</u> 	<ul style="list-style-type: none"> • Increased number of households <u>population served by frequent transit</u> • Increased number of transit dependent households served • Improved system connectivity • <u>Increased access to parks and open space areas</u> • <u>See note 3</u>
Safety	<ul style="list-style-type: none"> • Reduce incidents • Improve personal safety 	<ul style="list-style-type: none"> • Fatalities by mode • Injuries by mode • Fatalities per capita 	<p>15% <u>12.5%</u></p>	<ul style="list-style-type: none"> • High <u>fatal and severe injury</u> collision area addressed • Reduced safety conflicts 	<ul style="list-style-type: none"> • Improved transit system safety • High collision area addressed ⁴

³ Metro considered measuring “increased network connectivity for walking and biking” and found that while major highway and transit projects may offer accommodations for bicycling and walking, the improvements to bicycle and pedestrian system connectivity will likely be minimal and impossible to compare effectiveness quantitatively from one project to another.

⁴ The Statewide Integrated Traffic Records System (SWITRS) is maintained by the California Highway Patrol (CHP) and does not log fatalities and severe injuries on the transit system.

Draft Proposed Performance Metrics Framework (continued)

Theme	Goals and Objectives	System Performance Measures	Wt. (%)	Highway Project Performance Measures	Transit Project Performance Measures
Sustainability & Quality of Life	Improve environmental quality <ul style="list-style-type: none"> • Reduce greenhouse gas (GHG) emissions • Reduce urban heat island effect • Reduce storm water runoff impacts • Reduce biological and habitat impact 	Improve environmental quality <ul style="list-style-type: none"> • Reduced VMT per capita • Reduced GHG per capita • Reduced impact on habitat preservation and open space areas 	15% <u>12.5%</u>	Reduced impact on environment <ul style="list-style-type: none"> • Reduced GHG emissions • Reduced urban heat island effect • Reduced storm water runoff impact • Reduced impact on habitat preservation and open space areas 	Reduced impact on environment <ul style="list-style-type: none"> • Reduced GHG emissions • Reduced VMT • Reduced urban heat island effect • Reduced storm water runoff impact • Reduced impact on habitat preservation and open space areas
	Improve public health Improve quality of life <ul style="list-style-type: none"> • Improve access to parks and recreation • Reduce noise impacts 	Improve public health <ul style="list-style-type: none"> • Reduced EPA air quality conformity criteria pollutants • Increased bike, pedestrian, and transit trips Improve quality of life <ul style="list-style-type: none"> • Increased access to parks and open space areas 		Improved public health <ul style="list-style-type: none"> • Support for active transportation • Improved access to healthcare facilities Improve quality of life <ul style="list-style-type: none"> • Reduced noise impacts • Improved access to parks and open space 	Improved public health <ul style="list-style-type: none"> • Support for active transportation • Improved access to healthcare facilities Improve quality of life <ul style="list-style-type: none"> • Reduced noise impacts • Improved access to parks and open space



Framework Timeline

- **Board Action on Framework – December 2015**
- **Performance Metrics and Financial Modeling**
– December 2015-March 2016
- **Recommended Expenditure Plan Presentation to Board – March 2016**
- **Public Comment – March-June 2016**
- **Board Action on Ordinance and Expenditure Plan – June 2016**



Thank you





Metro

Board Report

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

File #:2015-1704, **File Type:**Motion / Motion
Response

Agenda Number:17.1

**REGULAR BOARD MEETING
DECEMBER 3, 2015**

Motion by:

Ridley-Thomas, Garcetti, Butts and DuBois

December 3, 2015

**Relating to Item 17, File ID 2015-1608
Prioritizing Mobility through the Long Range Transportation Plan Performance Metrics
Framework**

The next step in developing an updated Long Range Transportation Plan (Plan) will be an analysis of all the major highway and transit projects that have been identified by sub-regional stakeholders following a comprehensive planning process.

The proposed Performance Metrics provide a framework for evaluating these major projects, and incorporates a diverse range of criteria, including mobility, economy, accessibility, safety and sustainability. All of these criteria are critical to consider when designing a balanced transportation system.

However, Metro's primary mission must be to improve commute times, increase public transit options, and enhance the connectivity of our entire transit system. Therefore, the most significant criteria in assessing future regional transportation investments throughout Los Angeles County should be mobility.

AMENDING MOTION by Ridley-Thomas, Garcetti, Butts and DuBois that the Board of Directors revise the Performance Metrics Framework for Major Projects to allocate a 45% weight to the Mobility category and proportionally reduce all other categories equally.

Attachment B: Existing Plans and Policies

The proposed Metro CBA builds upon the USDOT's *2024 Benefit-Cost Analysis Guidance for Discretionary Grant Programs*, integrates components from *California's Life-Cycle Benefit/Cost Analysis (Cal-B/C)* model and reflects the goals of California's Sustainable Communities and Climate Protection Act of 2008 (Senate Bill 375). The methodology emphasizes systematic identification, quantification, and comparison of expected benefits and costs over specified project lifecycles, ensuring alignment with both federal requirements for grant applications and state-level best practices. Key components include standardized benefits and costs, comprehensive benefit categories encompassing user and non-user impacts, and transparent analytical frameworks that support both internal decision-making and external funding applications.

The Metro draft CBA framework also includes Metro Board-defined goals and objectives as outlined in agency policies such as the 2016 Measure M Ordinance and Expenditure Plan, Metro's 2020 Long Range Transportation Plan, Vision 2028 Strategic Plan, Metro's Equity Platform, and the 2023 Measure M 5-Year Comprehensive Assessment and Equity Report.

- In December 2015, the Metro Board adopted a policy (Attachment B-1) that directed the evaluation of and methodology for prioritizing projects to be recommended for inclusion in the **2016 Measure M Ordinance and Expenditure Plan**. This policy, called the Performance Metrics Framework for Major Projects, proposed five main categories of objectives that included Mobility, Economy, Accessibility, Safety, and Sustainability/Quality of Life. The final weighting of these categories was amended by Board motion (Attachment B-2) and the goals and objectives were adopted as shown in Table 1.
- The Performance Metrics Framework supported not only Measure M's success in being approved with over 71% of the vote in the November 2016 election but also served as the foundation for Metro's **2020 Long Range Transportation Plan (LRTP)**.

Table 1: Performance Metrics Framework for Major Projects (adopted December 2015)

Category	Goals and Objectives	Weight
Mobility	Relieve congestion; increase travel by transit, bicycle, and pedestrians; improve travel times, system connectivity; increase person throughput; improve effectiveness & reliability for core riders; address operating & lifecycle costs; and extend life of facility & equipment	45%
Economy	Increase economic output; support job creation & retention; support goods movement; and invest in disadvantaged communities	12.5%
Accessibility	Increase population served by facility; increase service to transit-dependent, cyclist, pedestrian populations including youth, seniors, and people with disabilities; improve first-last mile connections; and utilize technology; improve access to parks and open space	17.5%
Safety	Reduce incidents and improve personal safety	12.5%
Sustainability / Quality of Life	Improve environmental quality by reducing Greenhouse Gas (GHG) emissions, urban heat island effect, storm water runoff impacts, biological and habitat impact; improve public health; reduce noise impacts	12.5%

- **Vision 2028 Strategic Plan** was adopted by the Metro Board in 2018, and it serves as a blueprint for improving mobility and quality of life across the region. The goals included (1) providing high quality mobility options that enable people to spend less time driving, (2) delivering outstanding trip experiences for all users of the transportation system, (3) enhancing communities and lives through mobility and access to opportunity, (4) transforming LA County through regional collaboration and national leadership, (5) providing responsive, accountable, and trustworthy governance within the Metro organization. Its strategic actions addressed broader issues beyond traditional transportation criteria, and included housing, safety, security, fare policy and job creation.
- Also in 2018, Metro adopted its **Equity Platform**, a framework that addresses and reduces longstanding disparities in access to opportunities across Los Angeles County. One of its pillars is to clearly define and measure equity to influence investments and policy decisions throughout project development.

- The **Measure M 5-Year Comprehensive Assessment and Equity Report** was the first major performance evaluation of the Measure M Ordinance and Expenditure Plan and included significant analysis on equity and financial performance. Prior to the assessment, in October 2023, the Metro Board adopted a set of equity and financial criteria to be incorporated into the next comprehensive assessment, which informs the proposed Metro CBA. These project criteria included: (1) feasibility of delivery, (2) ability to leverage local, state and federal funding, (3) enhancement of system-wide connectivity, (4) service of Equity Focus Communities and/or transit dependent riders, (5) ridership increases and systemwide enhancements, and (6) connectivity with economic centers and sales tax increase to sustain Measure M tax revenues in the long run.

These Board policies adopted over the past 10 years serve as the foundation for the current Metro CBA, as the methodology operationalizes goals and objectives into metrics.

COUNTYWIDE PLANNING AND DEVELOPMENT

Metro Cost Benefit Analysis and Methodology

Planning and Programming Committee
Construction Committee
June 18, 2025



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Receive and File Metro Cost Benefit Analysis (CBA) Methodology

This report provides the Metro Board an update on the draft Metro CBA methodology, consistent with the framework presented as part of the Annual Program Evaluation report and the February 2025 Board motion (Dutra, Najarian, Barger, Butts, Solis and amended by Horvath).

Metro staff will return to the Board in July to seek Board concurrence on the final methodology.

Proposed Themes, Objectives and Weights in Metro CBA

Evaluative Theme (weight)	Goals/Objectives	Sources	Examples of Metrics
Mobility and Accessibility (40%)	Reliability, Reduction in Travel Delay, Connectivity to Regional Destinations, Access to Resources and Opportunities, Management of Congestion Growth <i>Equity (3%): Improved Access to Opportunities, Mobility Improvements for Historically Underserved Areas</i>	USDOT Guidance Caltrans Methodology Metro 2020 LRTP Metro Vision 2028 2023 MM Evaluation	Travel Time Savings Person Throughput Mode shift Passenger Miles Traveled Vehicle Hours Traveled
Safety/Health (15%)	Minimize Exposure to Health/Safety Risks Increase Access to Health Opportunities <i>Equity (1%): Reductions in Exposure to Health/Safety Risks for Sensitive Populations, Improved Access to Health Opportunities</i>	SB374 Vision Zero 2020 LRTP Metro Vision 2028	Reduction in noise Reduced # of injuries, fatalities Reduced travel time to health care facilities
Environmental Sustainability (15%)	Reductions in Greenhouse Gas (GHG) Emissions, Urban Heat Island Effects, Stormwater Runoff Impacts, Biological and Habitat Impact <i>Equity (1%): Reduction in Exposure to Environmental Negative Externalities, Improved Environmental Amenities, Reduction of Impacts to Sensitive Receptors</i>	USDOT Guidance Caltrans Methodology, SB374 2020 LRTP Metro Vision 2028 2023 MM Evaluation	Reduced GHG per capita Reduced EPA air quality conformity criteria pollutants
Operational Sustainability (15%)	Sustainable Operations and Service Provision System resiliency Long Term Fiscal Sustainability and System Productivity	USDOT Guidance 2020 LRTP 2023 MM Evaluation	Extended life of facility and equipment Operating costs avoided Sufficiency of O&M funding Security and personal safety program availability System redundancy for emergency recovery
Economic Impact (15%)	Economic Growth, Sales Tax Growth, Industry/Commerce Activities, Goods Movement Efficiency, Workforce Access, Visitors to Region <i>Equity (1%): Equitable distribution of economic benefits to different socio-economic groups</i>	2023 MM Evaluation	Economic Output (as a result of transportation investments) Jobs Created (by sector) Land Use and Development, Property Value Increases

Modeling: Inputs and Outputs

Federal & State

*(Based on
Cal B/C)*

Mobility / Accessibility

- Ridership increases
- Person Hours of Time Saved
- Travel Time Savings (\$)
- Travel Time Reliability (\$)
- Changes in VMT, VHT (\$)

Safety and Health

- Fatalities Avoided (\$)
- Injuries Avoided (\$)
- Emissions Avoided (\$)
- Access to Health Care, Recreational Opps

Environmental

- Tons of Emissions Saved (\$)
- Noise Avoidance
- Urban Heat Island Effects Avoided
- Stormwater Runoff Reduced
- Biological/Habitat Impact Reductions

Operational Sustainability

- Vehicle Operating Savings (\$)
- Sufficiency of O&M Funding
- Resiliency and Recovery

County Economic Benefits

- Changes in Transportation Cost (\$)
- Jobs Creation (\$)
- Economic Output (\$)

Equity

- Service to Equity Focus Communities
- Transit Dependent Riders

Metro Cost Benefit Analysis

PROJECT PROFILES INCLUDE:

Federally Defined Benefit/Cost Ratio

- Federally defined benefits
- Federal valuations and calculations
- Costs include capital expenditures
- Excludes Economic Impact to Region

Metro Defined Benefit/Cost Ratio

- Metro defined benefits
- Metro valuations and calculations
- Costs include capital, O&M and state of good repair/asset replacement
- Includes Regional Economic Impact

Non-Monetized Performance Indicators

- Cost effectiveness
- Demographics served

Other Analyses

- Spatial analysis
- Regional Economic Impacts
- Economic Impact to Nation

Qualitative Narratives

- Project History
- Community Engagement and Preferences
- Support and/or Partnerships



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Next Steps

- Refine and finalize the Metro CBA methodology including the proposed core objectives and weights to reflect Metro priorities when evaluating project performance. (Return to the Board in July for final concurrence.)
- Apply Metro CBA to projects as they reach critical milestones; conduct sensitivity testing of the analyses; continue to refine the CBA as a continuously evolving tool.
- Draw from national and international best practices and case studies to integrate the Metro CBA into project development and implementation procedures.