



**Metro**

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

**Agenda - Final**

**Thursday, January 23, 2025**

**10:00 AM**

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

*Janice Hahn, Chair*  
*Fernando Dutra, 1st Vice Chair*  
*Jacquelyn Dupont-Walker, 2nd Vice Chair \**  
*Kathryn Barger*  
*Karen Bass*  
*James Butts*  
*Lindsey Horvath*  
*Holly J. Mitchell*  
*Ara J. Najarian*  
*Tim Sandoval*  
*Hilda Solis*  
*Katy Yaroslavsky*  
*Gloria Roberts, non-voting member*

*Stephanie Wiggins, Chief Executive Officer*

*\*Attending Virtually: Hyatt Regency Garden Grove, 11999 Harbor Blvd., Garden Grove,  
CA 92840*

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

**PUBLIC INPUT**

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

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

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

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

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

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

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

**INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE BOARD**

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



## DISCLOSURE OF CONTRIBUTIONS

The State Political Reform Act (Government Code Section 84308) requires that a party to a proceeding before an agency involving a license, permit, or other entitlement for use including all contracts (other than competitively bid, labor, personnel employment contracts, contracts valued under \$50,000, contracts where no party receives financial compensation, or contracts between two or more agencies and the periodic review or renewal of development agreements with non-material modification or amendments), shall disclose on the record of the proceeding any contributions in an amount of more than \$500 made within the preceding 12 months by the party, or the party's agent, to any officer of the agency. Failure to comply with this requirement may result in the assessment of civil or criminal penalties.

## ADA REQUIREMENTS

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

## LIMITED ENGLISH PROFICIENCY

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**323.466.3876**

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

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

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

The Meeting begins at 10:00 AM Pacific Time on January 23, 2025; you may join the call 5 minutes prior to the start of the meeting.

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

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

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

La Reunion de la Junta comienza a las 10:00 AM, hora del Pacifico, el 23 de Enero de 2025. Puedes unirse a la llamada 5 minutos antes del comienzo de la junta.

Marque: 888-978-8818 y ingrese el codigo  
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***Los comentarios del público se tomaran cuando se toma cada tema. Para dar un comentario público sobre una tema ingrese # 2 (Tecla de numero y dos) cuando se le solicite. Tenga en cuenta que la transmisión de video en vivo se retrasa unos 30 segundos con respecto a la reunión real. No hay retraso en la línea de acceso telefónico para comentarios públicos.***

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

Written public comments must be received by 5PM the day before the meeting.

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

Email: BoardClerk@metro.net

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Board Administration

One Gateway Plaza

MS: 99-3-1

Los Angeles, CA 90012

**CALL TO ORDER**

**ROLL CALL**

1. APPROVE Consent Calendar Items: 2, 7, 8, 9, 11, 12, 20, 23, 25\*\*, 26\*\*, 28\*\*, 29, and 30.

\*\*Item requires 2/3 vote of the Full Board.

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

All Consent Calendar items are listed at the end of the agenda, beginning on page 8.

**NON-CONSENT**

3. **SUBJECT: REMARKS BY THE CHAIR** [2025-0029](#)

**RECOMMENDATION**

RECEIVE remarks by the Chair.

4. **SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER** [2025-0030](#)

**RECOMMENDATION**

RECEIVE report by the Chief Executive Officer.

13. **SUBJECT: BEVERLY HILLS NORTH PORTAL PROJECT** [2024-0521](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to discontinue the Beverly Hills North Portal Project and initiate Project closeout.

**Attachments:** [Attachment A - City of Beverly Hills Agenda Report Dated May 7, 2024 Presentation](#)

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE FORWARDED THE FOLLOWING WITHOUT RECOMMENDATION:**

27. **SUBJECT: REPLACEMENT OF NON-REVENUE VEHICLES THROUGH CALIFORNIA STATEWIDE CONTRACT** [2024-1032](#)

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. UTILIZE the State of California Statewide Fleet Vehicles Contract for a not-to-exceed expenditure amount of \$24,259,612 inclusive of sales tax, for 142 electric sedans, 5 electric trucks, 97 hybrid sport utility vehicles

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(SUVs), 125 pick-up trucks, and 118 cargo/passenger vans. Four suppliers will fulfill delivery of the vehicles under contract with the State of California; and

- B. NEGOTIATE options required for the vehicles purchased through the State of California Statewide Fleet Vehicles Contract to meet Metro's needs (e.g. light bars, extended range EV batteries, stake beds, etc) for a not-to-exceed amount of \$2,431,900.

**YAROSLAVSKY AMENDMENT:** Report back in 120 days with a non-revenue vehicle purchasing policy that prioritizes zero-emission vehicles. The report should review and, to the extent feasible, mirror existing zero-emission fleet purchasing policies at the City of Los Angeles and County of Los Angeles.

**BUTTS AMENDMENT:** As related to the Yaroslavsky amendment, incorporate where needed, exceptions for sedans and other light weight vehicles used for safety and security and operational requirements.

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

(CARRIED OVER FROM DECEMBER'S REGULAR BOARD MEETING)

- 36. **SUBJECT:      RESPONSE TO EATON & PACIFIC PALISADES      [2025-0039](#)**  
                                 **WILDFIRES MOTION**

**RECOMMENDATION**

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

- A. Modify the eligibility criteria of all reduced fare programs to include individuals and families displaced by the wildfires for six months, with an option to extend the program as needed. The CEO shall report back to the board in June 2025 on the outcomes and impacts of this measure;
- B. Mobilize outreach teams to the Eaton and Palisades Fire evacuation centers, resource centers, workshops, and other critical locations, providing resources to wildfire survivors, to assist in the registration efforts for reduced fare programs;
- C. Identify and provide financial or other forms of assistance that are eligible for cost recovery from State or Federal natural disaster assistance programs and/or non-governmental disaster assistance entities to Metro employees who have lost their homes in the wildfires and/or have been

displaced as a result of the wildfires; and

- D. Work with the City and County of LA, and any other directly impacted jurisdictions to identify ways that Metro may aid in recovery efforts- including, but not limited to its fleet, services, expertise, and properties. The CEO shall provide the Board with regular updates on these efforts as they are being established.

**37. SUBJECT: PUBLIC HEARING ON RESOLUTION OF NECESSITY FOR EAST SAN FERNANDO VALLEY LIGHT RAIL TRANSIT PROJECT**

[2024-1082](#)

**RECOMMENDATION**

ADOPT the Resolution of Necessity authorizing the commencement of an eminent domain action to acquire the fee simple interest and the improvements pertaining to realty ("Property Interests") for the property identified in Attachment A and described as 14646 Raymer St., Van Nuys, CA; APN: 2210-025-007, ESFV-E-012-1 ("Parcel 12").

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

**Attachments:**      [Attachment A - Staff Report](#)  
                                 [Attachment B - Resolution of Necessity](#)  
                                 [Presentation](#)

**END OF NON-CONSENT**

**38. SUBJECT: CLOSED SESSION**

[2025-0010](#)

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

Initiation of Litigation (Two cases)

**B. Conference Regarding Potential Threats to Public Services or Facilities Government Code Section 54957**

Briefing by Kenneth Hernandez, Metro Chief Transit Safety Officer, or designee and related emergency representatives

**CONSENT CALENDAR - ITEMS 2, 7, 8, 9, 11, 12, 20, 23, 25, 26, 28, 29, and 30.**

**2. SUBJECT: MINUTES**

[2025-0032](#)

**RECOMMENDATION**

APPROVE Minutes of the Regular Board Meeting held December 5, 2024.

**Attachments:** [Regular Board Meeting MINUTES - December 5, 2024](#)  
[December 2024 RBM Public Comments](#)

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

**7. SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM UPDATE - ARROYO VERDUGO SUBREGION**

[2024-1088](#)

**RECOMMENDATION**

CONSIDER:

A. APPROVING:

1. programming of \$9,874,631 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Modal Connectivity and Complete Streets Projects and reprogramming of projects previously approved to meet the project schedules, as shown in Attachment A;
2. programming of \$11,477,370 within the capacity of Measure M MSP - Transit Projects and reprogramming of projects previously approved to meet the project schedules, as shown in Attachment B;
3. inter-program borrowing and programming of \$1,213,412 from the Subregion's Measure M MSP - Modal Connectivity and Complete Streets Projects to the Measure M MSP - Highway Efficiency, Noise Mitigation and Arterial Projects and reprogramming of projects previously approved to meet the project schedule, as shown in Attachment C;
4. programming of \$3,465,970 within the capacity of Measure M MSP - Subregional Equity Program, as shown in Attachment D; and

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

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- Attachments:** [Attachment A - Modal Connectivity and Complete Streets Project List](#)  
[Attachment B - Transit Project List](#)  
[Attachment C - Highway Efficiency Noise Mitigation and Arterial Project List](#)  
[Attachment D - Subregional Equity Program Project List](#)  
[Attachment E - Active Transportation Project List](#)  
[Presentation](#)

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

8. **SUBJECT: MEASURE R MULTIMODAL HIGHWAY SUBREGIONAL PROGRAMS - SEMI-ANNUAL UPDATE** [2024-1020](#)

**RECOMMENDATION**

CONSIDER:

- A. APPROVING \$23,664,419 in additional programming within the capacity of Measure R Multimodal Highway Subregional Programs and funding changes via the updated project list shown in Attachment A. Projects within this Measure R Multimodal Highway Subregional Program are inclusive of traffic signal, pedestrian, bicycle, transit, and roadway improvements;
- B. APPROVING the deobligation of \$4,317,812 in previously approved Measure R Multimodal Highway Subregional Program funds to re-allocate said funds to other existing Board-approved Measure R projects as shown in Attachment A; and
- C. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements for Board-approved projects.

- Attachments:** [Attachment A - Measure R Multimodal Hwy. Subregional Programs - Jan. 2025 Presentation](#)

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

9. **SUBJECT: AMENDING THE MEMORANDUM OF UNDERSTANDING WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR THE SAN GABRIEL VALLEY TRANSIT FEASIBILITY STUDY** [2024-0928](#)

**RECOMMENDATION**

CONSIDER:

- A. RECEIVING AND FILING the San Gabriel Valley Transit Feasibility Study (Study) by the San Gabriel Valley Council of Governments (SGVCOG); and
- B. AUTHORIZING the Chief Executive Officer (CEO) to negotiate and execute Amendment No. 2 to the existing Memorandum of Understanding (MOU) with SGVCOG for the San Gabriel Valley Transit Improvements Project for the continued refinement of project definition and alternatives, and initiation of environmental clearance for an amount not to exceed \$800,000, bringing the total funding to \$4,100,000.

- Attachments:**
- [Attachment A - Feasibility Study \(February 2024\)](#)
  - [Attachment B - Motion 8.1](#)
  - [Attachment C - Motion 5.1](#)
  - [Attachment D - Letter of Intent from San Gabriel Valley Council of Governments](#)
  - [Attachment E - Project Maps](#)
  - [Presentation](#)

**PLANNING AND PROGRAMMING COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0) AND EXECUTIVE MANAGEMENT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0):**

11. **SUBJECT: I-605 CORRIDOR IMPROVEMENT PROJECT (CIP) - MOTION 42 FINAL REPORT** [2024-0536](#)

**RECOMMENDATION**

CONSIDER:

- A. RECEIVING AND FILING the I-605 CIP Community Outreach Summary Report (Attachment A) that describes the community reengagement meetings that were held to present revised alternatives and findings in accordance with Board Motion 42 (Attachment B); and
- B. REAUTHORIZING the work that is needed to re-initiate the environmental review phase of the I-605 CIP with an emphasis on safety and multimodal



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projects, with the understanding that all Alternatives may be subject to Vehicle Miles Traveled (VMT) mitigation analysis except Alternative 2.

- Attachments:**      [Attachment A - I 605 CIP Community Outreach Meetings Sum. Report](#)  
[Attachment B - Board Motion 42 \(File #2020-0733\)](#)  
[Attachment C - Crash Severity Data from 2019 to 2023](#)  
[Attachment D - Proposed Complete Street and Multimodal Elements Presentation](#)

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

- 12. SUBJECT:      EASTSIDE PHASE 2 TRANSIT CORRIDOR PROJECT - [2024-1018](#)**  
**COOPERATIVE AGREEMENTS**

**RECOMMENDATION**

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

- A. EXECUTE a Cooperative Agreement (CA) with the City of Montebello for the Eastside Transit Corridor Phase 2 Project Corridor; and
- B. NEGOTIATE and execute as-needed agreements with other responsible stakeholder agencies, including the cooperative agreements with corridor cities (cities of Commerce, Pico Rivera, Santa Fe Springs, Whittier) and railroad operators.

- Attachments:**      [Attachment A - Montebello City Council Meeting Staff Report \(Nov. 13, 2024\)](#)  
[Presentation](#)

**EXECUTIVE MANAGEMENT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0):**

- 20. SUBJECT:      ADVERTISING AND COMMUNICATIONS SERVICES [2024-1099](#)**

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. AWARD a firm fixed unit rate Contract No. PS123964000 to GP Generate, LLC to provide advertising and communications services in the Not-to-Exceed (NTE) amount of \$1,435,875 for the three-year base term, and \$957,250 for the two-year option term, for a total NTE amount of \$2,393,125, effective February 15, 2025, subject to resolution of any properly submitted protest(s), if any; and
- B. PASS-THROUGH the award of individual media purchases associated with the advertising and media services to be provided by GP Generate,

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LLC for a total NTE amount of \$9,000,000 for the first three-year period and additional pass-through costs of \$6,000,000 for the option term under Contract No. PS123964000, for a total combined NTE contract value of \$17,393,125.

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

**EXECUTIVE MANAGEMENT COMMITTEE MADE THE FOLLOWING RECOMMENDATION (3-0):**

**23. SUBJECT:      RENAMING C- LINE "LONG BEACH BLVD" STATION TO      [2025-0011](#)**  
**"LYNWOOD" STATION MOTION**

**RECOMMENDATION**

APPROVE Motion by Hahn, Solis, Dutra, and Dupont-Walker that the Board direct the Chief Executive Officer to:

- A. Rename the Metro station currently known as "Long Beach Blvd" to "Lynwood Station," better representing the city of Lynwood and the surrounding neighborhoods that the station serves and fostering a connection between the Metro system and the local community;
- B. Notify the City of Lynwood, local businesses, community organizations, and other key stakeholders about the name change in advance of the official rollout;
- C. Launch a public awareness campaign via social media, Metro's website, and local news outlets to inform the public of the change; and
- D. Update station signs, platform displays, and digital information systems to reflect the new name.

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):**

**25. SUBJECT:      BREDA A650 HEAVY RAIL VEHICLE FRICTION BRAKE      [2024-0969](#)**  
**AIR COMPRESSOR COMPONENT OVERHAUL**

**RECOMMENDATION**

CONSIDER:

- A. ESTABLISHING a Life of Project (LOP) budget of \$23,734,912 for A650 Component Overhaul Phase 2;





**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE MADE THE FOLLOWING RECOMMENDATION (4-0):**

**30. SUBJECT: PUBLIC TRANSPORTATION AGENCY SAFETY PLAN** [2024-0982](#)

**RECOMMENDATION**

APPROVE the revised Public Transportation Agency Safety Plan (PTASP), Version 1.4 (Attachment A), which incorporates new Federal Transit Administration (FTA) requirements related to Safety Management System (SMS) implementation and documents Metro's processes and activities in compliance with Federal and State regulations.

**Attachments:** [Attachment A - Public Transportation Agency Safety Plan \(PTASP\) - Ver. 1.4 Presentation](#)

**SUBJECT: GENERAL PUBLIC COMMENT** [2024-1155](#)

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**

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**File #:** 2024-0521, **File Type:** Informational Report**Agenda Number:** 13.

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**CONSTRUCTION COMMITTEE  
JANUARY 15, 2025****SUBJECT: BEVERLY HILLS NORTH PORTAL PROJECT****ACTION: APPROVE RECOMMENDATION****RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to discontinue the Beverly Hills North Portal Project and initiate Project closeout.

**ISSUE**

On May 7, 2024, the City of Beverly Hills City Council approved a recommendation from City staff to discontinue the Beverly Hills North Portal (North Portal) second entrance/exit to the Wilshire/Rodeo Station. The City of Beverly Hills (City) cited the forecasted cost increase beyond the budget stipulated by a settlement agreement executed between Metro and the City on November 10, 2020, as its reason for discontinuing the North Portal.

**BACKGROUND**

The Purple Line Extension Section 2 Project (PLE2) is the second of three sections of the nine-mile Purple Line Extension. PLE2 ranges from the future Wilshire/La Cienega Station (part of the Purple Line Extension Section 1 Project) to Century City. PLE2 is located entirely underground, primarily following Wilshire Boulevard, and includes the design and construction of approximately 2.59 miles of double-track heavy rail subway and two new stations, as well as the purchase of 20 heavy rail vehicles. The Wilshire/Rodeo Station is within the jurisdiction of the City of Beverly Hills, and the Century City Station is within the jurisdiction of the City of Los Angeles.

On November 10, 2020, in response to stakeholder feedback on the Memorandum of Agreement (MOA) between the City of Beverly Hills and Metro regarding PLE2, the City and Metro executed a settlement agreement that included a framework for developing a second entrance/exit to the Wilshire/Rodeo Station on the north side of Wilshire Boulevard. The scope of the North Portal, as described in the Settlement Agreement, included the design and construction of facilities inside and outside the Wilshire/Rodeo Station and included assistance from Metro to the City to ensure compliance with Metro Standards. According to the City's Environmental Impact Report, the City described the following purpose for adding the North Portal: "Through the provision of the North Portal, the City seeks to provide enhanced passenger access to the Beverly Hills Business Triangle

and minimize pedestrian crossings on Wilshire Boulevard, which is a prime local and regional destination and a key hub for tourism, shopping, and dining experiences bounded by North Santa Monica Boulevard to the north, Wilshire Boulevard to the south, and Crescent Drive to the east. North of Wilshire Boulevard in the station area is also a major employment center, and the City is seeking to support commuting workers in this area through the provision of a more convenient station entrance/exit that will minimize the need for pedestrians to cross Wilshire Boulevard to improve pedestrian access, reduce the risks of automobile/pedestrian conflicts, and avoid traffic congestion.”

The Settlement Agreement requires each party to contribute up to 50% of the total cost of the North Portal, which was estimated to be \$78,500,000 at the time the Settlement Agreement was executed.

On May 18, 2022, Metro established a Life of Project (LOP) budget of \$29,250,000 for the North Portal to satisfy the terms and conditions set forth in the Settlement Agreement. Metro’s contribution includes the use of PLE2 contingency to pay for modifications inside the Wilshire/Rodeo Station needed to access the North Portal. The North Portal scope of work outside the Wilshire/Rodeo Station footprint is not part of the PLE2 scope.

In March 2023, the City’s design consultant prepared an updated cost estimate for the North Portal, which calculated a significantly higher cost than the conceptual estimate used to establish the budget stipulated in the Settlement Agreement.

Per Article 2.4.3 of the Settlement Agreement, “the Parties shall determine whether they still desire to complete the North Portal and make financial contributions toward the North Portal...” The recent City Council action demonstrates that the City will not pursue the North Portal.

The Settlement Agreement also states: “If Metro determines to pursue the North Portal, but the City does not, then the City shall deposit the remaining portion of its half share of the Budget, if any, into the Project Account and shall have no further funding obligations toward the North Portal. If neither Party agrees to pursue the North Portal, then neither Party shall have further funding obligations toward the North Portal, and remaining funds in the Project Account shall be used to pay any remaining joint financial obligations and then returned to the Parties in accordance with Section 2.6.6.”

Section 2.6.6 of the Settlement Agreement states: “Once all invoices submitted by the Parties have been paid out of the Project Account and all other obligations relating to the North Portal are satisfied, any remaining funds in the Project Account shall be returned to the Parties in proportion to each Party’s respective contribution of funds to the North Portal project.”

## **DISCUSSION**

Metro and the City each made steady progress toward their obligations for the North Portal as stipulated in the Settlement Agreement up until March 2023. Major milestones completed are the following:

- September 2020 - Metro issued a change to the PLE2 design-build contractor to provide design services to modify the interior of the Wilshire/Rodeo station box to accommodate the

North Portal which was in conceptual design by the City.

- October 2020 - The City received CEQA clearance for the North Portal Final Environmental Impact Report (EIR).
- August 2021 - Metro issued a change to the PLE2 design-build contractor to provide construction services to modify the interior of the Wilshire/Rodeo station box to accommodate the North Portal that was to be constructed by the City.
- October 2021 - Metro received NEPA clearance from the FTA to move forward with the addition of the North Portal based on the City's EIR.
- September 2021 - The City released a Request for Proposal to procure engineering services for the North Portal final design and selected HDR Engineering.
- April 2022 - The City awarded the North Portal Design Contract to HDR after gaining City Council approval on April 12, 2022.
- August 2022 - HDR submitted the 15% preliminary design for the North Portal to Metro and City for review.
- January 2023 - HDR submitted a revised construction cost estimate based on the approved 15% preliminary design for the North Portal.
- February 2023 - Metro and the City met to discuss the findings from the North Portal design report and agreed on the revised construction cost estimate.
- March 2023 - The City's updated cost estimate for the North Portal is published.

The City estimated that the revised total cost for the North Portal would be \$134,200,000. This is significantly higher than the not-to-exceed amount of \$78,500,000 indicated in the Settlement Agreement. City staff attributed this cost increase to several factors including an increase in construction costs over the past four years, a surge in demand for construction materials; increased prices due to more construction projects worldwide; ongoing supply chain challenges; and rising labor and transportation costs. City staff reported that the cost of labor has also increased due to the demand for skilled construction workers, particularly in high-growth regions, and the increases continue to be shown in the recent bids for various City Capital Improvement Projects. As a result, on May 7, 2024, the City Council approved their staff's recommendation to discontinue the North Portal due to the cost exceedance. A copy of the City's Agenda Report presenting their findings is provided in Attachment A.

The Settlement Agreement between Metro and the City stipulated that if total costs for the North Portal exceeded the budget and one party decided not to pursue the North Portal, the other party would be responsible to fund the entire cost increase if it continued to pursue the North Portal alone. Since the supplemental entrance was not required by Metro's FEIR for the PLE2, it is recommended that Metro follow the City's action to discontinue the North Portal and mutually cease further expenditures.

### **DETERMINATION OF SAFETY IMPACT**

This recommendation has no safety impact and does not reduce safety at the Wilshire/Rodeo Station.

### **FINANCIAL IMPACT**



Metro has been contributing to support the design and construction of the North Portal through two project numbers: the PLE2 project #865522, which pays for the scope of work inside the Wilshire/Rodeo Station footprint that is needed to access the North Portal, and the Beverly Hills North Portal (BHNP) project #860522 which pays for Metro's scope of work to review design and coordinate construction outside of the station footprint (work designed and constructed by City) to ensure compliance with Metro Standards and expedite cooperation with PLE2. As of October 2024, the PLE2 project #865522 has expended approximately \$2,101,327, and the BHNP project #860522 has expended approximately \$48,069. The PLE2 project #865522 has committed to spend \$8,733,654 for current and remaining construction within the Wilshire/Rodeo Station footprint. No further expenditures are expected for BHNP project #860522 as the City has discontinued the BHNP. This recommendation will close the BHNP project #860522 and unencumber the unspent amount of \$29,201,931 from the \$29.25M LOP North Portal budget established in May 2022.

### Impact to Budget

This recommendation will close the North Portal project #860522 and the unused funds will remain in Measure R 35% Transit to cover costs incurred on Purple Line Extension projects, including financing charges.

### EQUITY PLATFORM

The purpose of the North Portal was to meet the requirements of the Settlement Agreement with the City of Beverly Hills, which is not an Equity Focus Community.

### IMPLEMENTATION OF STRATEGIC PLAN GOALS

The North Portal is recommended for closure and there is no implementation of strategic plan goals.

### ALTERNATIVES CONSIDERED

The Board may choose to continue advancing the North Portal. This is not recommended as the City has decided to discontinue the North Portal and continued advancement of the North Portal would require Metro to provide funding beyond the current LOP budget for the increased North Portal project cost, which may continue to rise.

### NEXT STEPS

Upon Board approval of the recommendation, staff will work with the City to reconcile expenditures made by each party per the terms of the Settlement Agreement and close out the North Portal.

### ATTACHMENTS

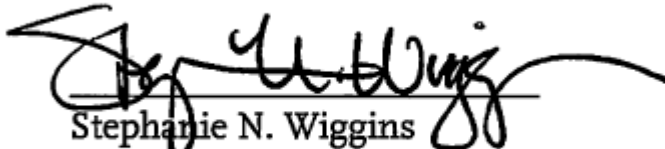
Attachment A - City of Beverly Hills Agenda Report Dated May 7, 2024  
Presentation

Prepared by:

Zephaniah Varley, Executive Officer, Projects Engineering, (424) 551-4449

Reviewed by:

Timothy Lindholm, Chief Program Management Officer, (213) 922-7449



Stephanie N. Wiggins  
Chief Executive Officer



## AGENDA REPORT

**Meeting Date:** May 7, 2024

**Item Number:** G-1

**To:** Honorable Mayor & City Council

**From:** Daren Grilley, Assistant Director of Public Works/City Engineer  
Samer Elayyan, Engineering Services Manager  
Christine Chung, Project Manager

**Subject:** METRO PURPLE (D) LINE EXTENSION NORTH PORTAL PROJECT

**Attachments:**

1. Settlement Agreement
2. North Portal Project Cost Estimates
3. City and Metro Project Cost Summary

### **RECOMMENDATION**

Staff recommends City Council discontinue the North Portal Project, meet and confer with the Los Angeles County Metropolitan Transportation Authority (Metro) as required in the Settlement Agreement between the City and Metro, and return to City Council for further consideration if Metro decides to pursue the project and fund the project budget overage.

### **INTRODUCTION**

On May 10, 2022, City Council approved an agreement with HDR Engineering, Inc. (HDR) for the design of a second entrance/exit to the Wilshire/Rodeo Metro Purple Line Station on the north side of Wilshire Boulevard (North Portal). The design started in June 2022, and in early 2023, HDR submitted a preliminary design report that included the basis of design and a preliminary construction cost estimate. The cost estimate is significantly higher than the conceptual estimate that was incorporated into the cost sharing agreement with Metro.

### **DISCUSSION**

On November 10, 2020, City Council entered into a settlement agreement with Metro and agreed that (1) Metro and/or the City will construct a station portal on the north side of Wilshire Boulevard, also known as the "North Portal," at a location approved by City

Meeting Date: May 7, 2024

Council, and (2) Metro will contribute 50% of the total cost of designing and constructing the portal. The agreed upon North Portal project cost (includes design, construction, and construction support and management services) is \$78,500,000, with each party sharing in half of the cost at \$39,250,000. Additionally, City Council certified that the Final North Portal EIR had been completed in compliance with the California Environmental Quality Act, adopted the Findings of Fact and Statement of Overriding Considerations and selected Beverly Drive as the location of the North Portal.

Subsequently, City staff released a request for proposals (RFP) for design of the North Portal in September 2021, and selected HDR based on the firm's qualifications, and the design agreement was approved at the May 10, 2022, City Council Formal Session. HDR started the design in June 2022 and performed a site survey that included the basement of adjacent buildings and submitted the preliminary design (15% design) report. In late January 2023, City and Metro staff reviewed the report and held a workshop with HDR in early February 2023 to discuss the design approach and the cost estimate. City staff requested more information from HDR regarding the cost estimate, and the additional information was submitted to staff early March 2023.

The design report summarized the design approach, constraints, and assumptions that would be considered during the design and construction. The report also provided a preliminary cost estimate that conforms to the requirement of the Association for the Advancement of Cost Engineering (AACE) Class 4 estimate, which is expected to be accurate within a range of -30% to +50%. This class and range are usually used for a design that has been developed less than 15%, where there are still unknown constraints and risks.

The table below summarizes the cumulative estimated project cost:

Scope of Work	Preliminary Cost Estimate
Construction	\$110.2M (including 40% contingency)
Design	\$9.0M
Design Support During Construction	\$5.0M
Construction Management	\$8.8M
Other Support Costs	\$1.2M
<b>Total Estimated Project Cost</b>	<b>\$134.2M*</b>

\* The estimated project cost could range from \$94M to \$201M based on AACE Class 4 range of -30% to +50%.

The total estimated project cost (\$134.2M) based on the 15% preliminary design report is significantly higher than the initial conceptual cost estimate (\$78.5M) that was agreed upon in the settlement agreement. The initial conceptual cost estimate at the time of the settlement agreement was based on the project concept, prior to initiating the actual design. Conceptual level cost estimates (or Class 5 estimates, per AACE) have an expected accuracy range of -50% to +100% (i.e., \$39.3M to \$157M). Therefore, the current cost estimate is near the high end of that range (+70%).

Several factors have contributed to the increase in construction costs over the past four years, including a surge in demand for construction materials, increased prices due to more construction projects worldwide, ongoing supply chain challenges from the global pandemic, and rising labor and transportation costs. The cost of labor has also increased due to the demand for skilled construction workers, particularly in high-growth

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regions, and the increases continue to show in the recent bids for various City Capital Improvement Projects.

Depending on Metro's position on the increased construction cost estimate, the City's costs towards the North Portal project could range from \$67.1M (50% of the current estimated project cost) to \$94.95M (if Metro opts to contribute only the originally agreed-upon \$39.25M). On March 27, 2023, City staff met with the Metro Ad-Hoc Committee (previously Mayor Friedman and former Councilmember Bosse) to discuss the North Portal design status and anticipated higher costs. The former Metro Ad-Hoc Committee directed staff to inform stakeholders about the project status and present the matter for City Council discussion at a future City Council meeting.

### **Community Engagement**

City staff initiated community outreach regarding the North Portal project status in May and June 2023. Community outreach included:

- Individual virtual meetings with stakeholders located along Wilshire Boulevard between El Camino Drive and Crescent Drive were held between May 24th and June 1st, 2023. Some of the stakeholders include the Beverly Wilshire Hotel, 9465 Wilshire (Chase Building), Maybourne Beverly Hills, 9401 Wilshire, Spago, AKA, Sixty Hotel, and East West Bank. In addition, staff met with EIR commented stakeholders (property owners, former Technology Committee Advisory), Beverly Hills Conference & Visitors Bureau (CVB), Beverly Hills Chamber of Commerce, and Rodeo Drive Committee (RDC) representatives.
- Staff informed the Southwest Beverly Hills Homeowners Association on May 31, 2023.
- Staff presented regarding the project status at following public meetings throughout June 2023.
  - Metro's monthly community meeting on June 7, 2023
  - Rodeo Drive Committee monthly meeting on June 7, 2023
  - Beverly Hills Chamber of Commerce monthly key stakeholder meeting on June 14, 2023
  - Small Business Task Force Committee Liaison meeting on June 21, 2023
  - Property Owners Task Force Committee Liaison meeting on June 22, 2023
- In addition, Staff notified the stakeholders that they previously met with in 2023 about the City Council meeting scheduled on May 7, 2024.

During the 2023 meetings, the majority of stakeholders expressed concerns about the City potentially funding excessive project costs for a half-portal construction, given that there will be a full portal located nearby at the station on Wilshire Boulevard and Reeves Avenue. There were also suggestions to consider alternative, affordable means to improve mobility across Wilshire Boulevard from the main station entrance.

Based on the feedback received from the community and business committees and the significantly higher project cost estimate, staff recommends discontinuing the North Portal Project and meet and confer with Metro per the Settlement Agreement terms. Upon a decision by the Metro Board, staff would return to City Council for further direction in the event that Metro decides to pursue the project and fund the project budget overage. It is unlikely that Metro will contribute additional funds toward the North

Meeting Date: May 7, 2024

Portal project due to cost overruns in the Purple (D Line) Subway Extension – Section 2 project, as discussed at the LA Metro board meeting in July 2023.

### **FISCAL IMPACT**

Per the settlement agreement, each party pays 50% of the North Portal total project cost (\$78.5 million). If costs exceed \$78.5 million, the parties shall meet and confer in good faith to develop strategies to either reduce costs or increase contributions. The table below outlines multiple scenarios regarding the contribution of both parties toward the project based on the total cost of \$134.2 million.

Contribution Party	Contribution per Settlement Agreement	Contribution if both parties agree to share added costs	Contributions if only City pursues	If neither party agrees to pursue
Beverly Hills	\$39.25 million	\$67.10 million	\$94.95 million	50% of project cost incurred to-date \$5,185,000*
Metro	\$39.25 million	\$67.10 million	\$39.25 million	50% of project cost incurred to date \$5,185,000*
Total	\$78.50 million	\$134.20 million	\$134.20 million	Add total incurred to date \$10,370,000*

\* This cost is approximate and will be verified with Metro

If City and Metro agree not to pursue the North Portal Project, both parties must evenly share the cost incurred to date per the settlement agreement. The total cost incurred to date by both parties is approximately \$10,370,000 (Attachment 3) and the City would pay Metro approximately \$2,554,000 (the difference between the 50% cost and what the City has expended so far on the EIR and design). Funding for a portion of the City's share is included in the Capital Improvement Project (CIP) No. 00725: Metro Rodeo Station North Portal.

Shana Epstein,  
Director of Public Works

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Approved By

# **Attachment 1**

## SETTLEMENT AGREEMENT

This Settlement Agreement ("**Agreement**") is dated as of November 10, 2020, and is entered into by and between the Los Angeles County Metropolitan Transportation Authority ("**Metro**") and the City of Beverly Hills (the "**City**"). Metro and the City are individually referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

A. Metro and the Federal Transit Administration ("**FTA**") prepared a joint Environmental Impact Statement ("**EIS**")/Environmental Impact Report ("**EIR**") for the Westside Subway Extension, Section 2 ("**Project**") pursuant to the National Environmental Policy Act ("**NEPA**") (42 U.S.C. § 4321 *et seq.*) and the California Environmental Quality Act ("**CEQA**") (Cal. Pub. Resources Code, § 21000 *et seq.*).

B. On November 27, 2017, following a federal court ruling in a legal challenge of the EIS/EIR by the City and the Beverly Hills Unified School District, FTA released a Final Supplemental EIS ("**FSEIS**") and Supplemental Record of Decision ("**ROD**") for the Project. Metro was not a party to the federal actions challenging the EIS/EIR, which are no longer pending in federal court.

C. The Project is a heavy rail transit subway that will extend the existing Metro Purple Line subway from Wilshire/La Cienega to Century City. The Project's alignment is roughly 2.7 miles in length and will be entirely underground, mostly beneath Wilshire Boulevard. Two new stations will be constructed at approximately one-mile intervals, serving major activity and employment centers in Beverly Hills and Century City. The Project's Wilshire/Rodeo Station ("**Station**"), located under and adjacent to Wilshire Boulevard and generally bounded by Beverly Drive on the west and S. Canon Drive on the east, is the only station located within the City. Metro's Design-Build Contractor for the Project is Tutor Perini/O&G ("**Project Contractor**").

D. FTA, Metro, and the City are currently involved in one lawsuit pending before the Federal District Court in Los Angeles County: *City of Beverly Hills v. Federal Transit Administration, et al.*, Case No. CV-18-03891 GW (SSx) ("**Federal Action**"). In the Federal Action the City alleges that the FSEIS inadequately addresses the federal court ruling.

E. Despite the Federal Action, Metro and the City are otherwise cooperating to ensure timely completion of the Project. To that end, on February 19, 2019, Metro and the City entered into that certain Memorandum of Agreement for Contract C1120 of the Purple Line Extension Project – Section 2 between the City of Beverly Hills and the Los Angeles County Metropolitan Transportation Authority, City Agreement No. 71-19 ("**MOA**"), which sets forth the respective rights and responsibilities of the Parties in order to facilitate Project construction in a manner that protects City businesses and residents.

F. The City Council approved the MOA based in part on the Parties' commitment in the MOA to bargain in good faith regarding representations provided by Metro's Chief Executive Officer to jointly fund with the City the construction of a second Station portal on the north side of Wilshire Boulevard at a location approved by the City Council ("**North Portal**"), with Metro



contributing fifty (50) percent of the total cost of designing and constructing the North Portal; and (2) Metro would cause to be constructed and then make available public restrooms to serve Station customers.

G. By this Agreement, Metro desires to satisfy the representations it made to the City Council. To that end, this Agreement sets forth the respective rights, responsibilities, and funding obligations for the joint development of a supplemental Station portal and restrooms to serve the Wilshire/Rodeo Station, as well as funding for emergency rescue equipment for the City's Fire Department to use in the event of a tunnel emergency. In exchange, the City desires to dismiss the Federal Action and to forgo all potential legal challenges to the FSEIS and ROD.

H. On the terms set forth herein, the Parties desire to fully settle and resolve their respective rights, liabilities, obligations and all controversies arising from and related to the State Action and Federal Action as against each other.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants set forth below, and further good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree, as follows:

1. **Dismissal of Litigation.** The Federal Action shall be dismissed in accordance with the following procedure:

1.1 Within five (5) business days of the Effective Date, the City shall file with the Federal District Court a Request for Dismissal with Prejudice of the Federal Action. Within five (5) business days of receiving a conformed copy of the request for dismissal form showing that the Court Clerk has entered the dismissal, the City shall provide Metro's counsel with a copy of same.

1.2 The City covenants and agrees that it shall not object to, challenge, or be a party to any litigation related to FTA's or Metro's compliance with the requirements of NEPA or CEQA for the Project; provided, however, that nothing in this Agreement shall be construed as limiting, and the City expressly reserves all rights it has to object to, challenge and be a party to any litigation brought against or involving FTA or Metro related to compliance with any mitigation measure adopted pursuant to NEPA or CEQA, any other subject, or to bring a CEQA and/or NEPA challenge to any material change in the Project. Nothing herein shall prohibit or preclude the rights of the City to provide comments on any action taken by the FTA and Metro in connection with any supplemental analysis, or the lack thereof, undertaken by them in furtherance of the Project.

2. **North Portal Development.** The City desires to design and construct a supplemental portal for ingress and egress to the Station on the north side of Wilshire Boulevard, known as the North Portal. At least three alternate, conceptual designs and locations will be analyzed as part of the environmental review process described below. The City Council may approve the final location and design of the North Portal at the conclusion of the environmental review process, or may decline to proceed with construction and development of the North Portal. At a minimum, the North Portal is expected to contain ticket fare gates, stairs, an escalator, elevators, and Fire/Life/Safety improvements. This Agreement sets forth the roles and responsibilities among and between the City and Metro with respect to the North Portal.

2.1 Responsibilities of the City. The following responsibilities are assigned to the City with respect to the North Portal:

2.1.1. Procure one or more environmental consultants, in accordance with applicable contracting laws and regulations, for the preparation of the North Portal's environmental document pursuant to CEQA, including subcontracts for any associated technical studies. To the greatest extent possible, the environmental document will be prepared in a manner that complies with the substantive provisions of NEPA so as to accommodate Metro's procurement role pursuant to Section 2.2.1 if the need arises.

2.1.2. Pursuant to CEQA Guidelines Section 15051(d), serve as the lead agency under CEQA. The City will complete the procedural tasks CEQA assigns to the lead agency, such as filing the notice of completion, submitting documents to the State Clearinghouse and responsible agencies, and serving as the recipient of all comments on the environmental document.

2.1.3. Upon completion of the CEQA process, determine whether or not to authorize construction of the North Portal, and, if so, determine the final location and design of the North Portal substantially based on those locations and designs reviewed in the environmental document.

2.1.4. Upon completion of the CEQA process, procure one or more design contractors for the North Portal (respectively, "**North Portal Design Contractor**") in accordance with applicable contracting laws and regulations, unless the FTA authorizes Metro to issue a change order to the Project Contractor for the design of the North Portal. If the FTA authorizes such a change order, and the Parties mutually agree to the Project Contractor performing the North Portal's design pursuant to a contract change, then Metro shall assume such procurement responsibilities pursuant to Section 2.2.1 below.

2.1.5 Within one hundred and twenty (120) days of the North Portal Design Contractor or the Project Contractor completing a final design for the North Portal, the City shall proceed to solicit bids from qualifying contractors to serve as the "**North Portal Construction Contractor**" in accordance with applicable contracting laws and regulations, unless the FTA authorizes Metro to issue a change order to the Project Contractor for the construction of the North Portal. The lowest, responsible bid received by the City or the final change order price received by Metro, plus a ten percent (10%) contingency, is hereafter referred to as the "**Construction Price.**"

2.1.5. If the Council agrees to proceed with the North Portal, Complete the North Portal in accordance with this Agreement, design and construction contracts, and all other applicable federal, state, and local laws and regulations.

2.1.6. If the Council agrees to proceed with the North Portal, Complete the North Portal in accordance with the MOA, the terms of which shall be incorporated into this Agreement as if set forth in full.

2.2 Responsibilities of Metro. The following responsibilities are assigned to Metro with respect to the North Portal:

2.2.1. If the FTA authorizes Metro to issue a change order to the Project Contractor, and the Parties mutually agree to the Project Contractor performing the North Portal's design and construction pursuant to a change order, then issue the change order for the design and construction of the North Portal to the Project Contractor after the Parties have complied with CEQA and NEPA.

2.2.2. Serve as a responsible agency under CEQA and complete the procedural tasks CEQA assigns to responsible agencies.

2.2.3. If Metro issues the change order pursuant to Section 2.2.1, then comply with any remaining substantive requirements necessary for the environmental document to comply with NEPA and coordinate with the FTA to complete all procedural tasks NEPA assigns to a lead agency and project sponsor, respectively.

2.2.4. Assist the City with construction management, including oversight of the design and construction contractors, preparation and monitoring of construction schedules and milestones, and ensure that all standards and requirements of this Agreement, design and construction contracts, and applicable City and Metro standards are met.

2.2.5. If Metro issues the change order pursuant to Section 2.2.1, complete the North Portal in accordance with this Agreement, design and construction contracts, and all other applicable federal, state, and local laws and regulations.

2.2.6. If Metro issues the change order pursuant to Section 2.2.1, complete the North Portal in accordance with the MOA, the terms of which shall be incorporated into this Agreement as if set forth in full.

2.2.7. If the Parties agree, provide staff, consultants, and contractors deemed necessary and appropriate to manage, administer, coordinate, and oversee engineering, design, and construction management of the North Portal.

2.2.8. Cause the Project Contractor to design and construct all necessary changes to the interior Station walls and platform to accommodate the North Portal, the cost of which will be shared by the Parties in accordance with Sections 2.4 through 2.6.

2.2.9. Establish, jointly control with the City, and distribute funds from the joint account where the Parties will deposit project-related funds pursuant to Sections 2.4 through 2.6 ("**Project Account**").

2.3 **Joint Responsibilities of Metro and the City.** The City and Metro agree to cooperate on the following responsibilities:

2.3.1. The City shall be the lead agency and oversee the preparation of the environmental document. At the City's request Metro may provide responses to comments on the Draft EIR, the Final EIR, and the mitigation monitoring and reporting program. Prior to finalizing the following items, if necessary, appropriate representatives of both Parties shall confer on the following items, prior to the City's approval, in order to ensure consistency and facilitate accurate analysis of the North Portal project:

- Project description;
- Draft EIR and any technical studies and appendices;
- Proposed mitigation measures;
- Proposed project alternatives, including a “no project” alternative;
- Proposed responses to comments; and
- Mitigation monitoring and reporting program.

As the lead agency, the City’s decision to approve or deny the North Portal, and the City’s determinations pursuant to CEQA, must reflect the lead agency’s independent judgment. Accordingly, in the event that the Parties cannot reach an agreement as to the items listed above, final responsibility and authority to approve such items and resolve all other questions concerning the content and quality of the environmental review of the North Portal lies in the City’s sole discretion.

2.3.2. Share and exchange design and construction documents as appropriate and necessary to facilitate the North Portal.

2.3.3. Mutually agree upon any material variance from the approved North Portal design and location.

2.4 Life of Project Budget. The Parties agree that the total gross estimated cost for completing the North Portal and opening the North Portal for customer service, plus a sufficient contingency, is Seventy-Eight Million Five Hundred Thousand Dollars (\$78,500,000) (“Life of Project Budget”). The Life of Project Budget is based on the following anticipated costs: environmental review, design, construction management, construction of the North Portal and related improvements, post-construction costs that may arise to address punch list items or defects, and any other necessary and appropriate costs to complete and open the North Portal for customer service (collectively, “Project Costs”). The Project Costs include the Parties’ respective labor costs, based on each Party’s labor cost standards including overhead, administrative costs, consultant and contractor costs, and costs of purchasing equipment and/or materials without markup of any kind. The Life of Project Budget also assumes inflationary cost escalations for each such item.

2.4.1. Unless the Parties agree otherwise, each Party shall contribute, and deposit into the Project Account, an amount equal to half of the Life of Project Budget in accordance with the schedule and terms set forth in Section 2.5 for the purpose of paying for the North Portal project.

2.4.2. If at any time a joint financial obligation of the Parties relating to the North Portal would cause the Parties to exceed the Life of Project Budget, such that the Project Account’s balance is insufficient to pay for the joint financial obligation, then the Parties shall meet and confer in good faith to develop strategies to either reduce costs or to contribute additional

funds to cover the budget shortfall. Neither Party shall act arbitrarily or capriciously in regard to their decision whether to contribute additional funds.

2.4.3. If the meet and confer process described in Section 2.4.2 does not result in sufficient cost savings or additional funds to cover the budget shortfall, then the Parties shall determine whether they still desire to complete the North Portal and make financial contributions toward the North Portal as follows:

2.4.3.1. If both Parties agree to pursue the North Portal, then each Party shall deposit equal amounts into the Project Account so that the Project Account's balance is sufficient to pay all pending and anticipated joint financial obligations of the Parties relating to the North Portal.

2.4.3.2. If the City determines to pursue the North Portal, but Metro does not, then Metro shall deposit the remaining portion of its half share of the Life of Project Budget, if any, into the Project Account and shall have no further funding obligations toward the North Portal.

2.4.3.3. If Metro determines to pursue the North Portal, but the City does not, then the City shall deposit the remaining portion of its half share of the Life of Project Budget, if any, into the Project Account and shall have no further funding obligations toward the North Portal.

2.4.3.4. If Neither Party agrees to pursue the North Portal, then neither Party shall have further funding obligations toward the North Portal and remaining funds in the Project Account shall be used to pay any remaining joint financial obligations and then returned to the Parties in accordance with Section 2.6.6.

2.5 Schedule of Deposits into the Project Account. Subject to the terms and limitations of the Life of Project Budget, the Parties shall contribute funds to the Project Account in accordance with the following terms:

2.5.1. Construction Contract Funding. Within thirty (30) days following the award of the Construction Contract for the North Portal, each Party shall deposit into the Project Account Ten Million Dollars (\$10,000,000.00) less each Party's approved credits in accordance with Section 2.5.2, but in no event shall each Party deposit less than Three Million Dollars (\$3,000,000.00). Thereafter, whenever the Project Account falls to One Million Dollars (\$1,000,000.00) or a Party receives an invoice for Project Costs in excess of the Project Account's balance, then within ten (10) days each Party shall deposit into the Project Account an additional Five Million Dollars (\$5,000,000.00) but not to exceed the Party's 50% share of the Life of Project Budget. Neither Party shall withhold its contributions to the Project Account for any reason not enumerated in the Agreement and pledge to never delay progress payments from the Project Account to its consultants or contractors.

2.5.2. Deposit Credits. Each Party may receive a credit against all or a portion of the initial deposit required by Section 2.5.1 by directly paying, or committing by contract to pay, a consultant or contractor retained by that Party for necessary services to environmentally review, design, or construct the North Portal. A Party wishing to obtain a credit pursuant to this

Section shall provide the other Party with an executed contract or contract modification specifying the amount to be paid for the services or an invoice indicating the services rendered and amounts paid by the Party for such services at least thirty (30) days prior to the deadline for making the initial deposit. If a contract or contract modification is provided, then a subsequent invoice for such contracted services shall be provided to the other Party within six (6) months of the deposit's due date; provided, however, that invoices may be provided every sixty (60) days thereafter if the services necessarily require more than six (6) months to complete. If an invoice is not provided in accordance with this schedule, then the unsatisfied portion of the credit shall be revoked and the remainder of the deposit will become immediately due and payable. The other Party shall approve the contract or invoice and associated credit, which approval shall not be unreasonably withheld.

## 2.6 Manner In Which Each Party Will Be Reimbursed For Costs.

2.6.1. The Parties shall be entitled to reimbursement from the Project Account for their respective Project Costs.

2.6.2. Metro will establish the joint Project Account at a reputable banking institution that is reasonably acceptable to both Parties (the "**Bank**"). The Parties shall be jointly responsible for the cost of any administrative or service fees charged by the Bank. The Joint Account shall be accessible to both Parties for reimbursements in accordance with the procedures described in this Section 2.6. The Bank will remit a reimbursement payment within thirty (30) days of receipt of an invoice fully executed by both Parties authorizing reimbursement for Project Costs.

2.6.3. Either Party may submit duly executed invoices to the Bank for reimbursement of Project Costs. Prior to doing so, the Party seeking reimbursement shall provide the other Party an invoice outlining the Project Costs to be reimbursed, along with a certification that the charges identified in such invoice qualify as Project Costs, were appropriate and necessary for completion of the North Portal, and had not previously been billed or paid. With respect to all undisputed amounts, within thirty (30) days from receipt of the invoice, an authorized representative of the Party not seeking reimbursement shall approve the invoice by duly executing the official copy. The Parties shall attempt to resolve any disputed amounts within sixty (60) days of receipt of the invoice, by which time the Party seeking reimbursement shall either remove or reduce the costs or the other Party's representative shall approve the invoice for reimbursement.

2.6.4. Within fifteen (15) days after each month-end, Metro shall provide the Parties with a monthly project accounting report detailing Project Costs and expenditures, remaining Life of Project Budget authority, and any anticipated budget shortfall. Either Party may request of the other Party copies of billing statements, invoices and other financial documents relating to the North Portal.

2.6.5. Funds deposited into the Project Account may only be used for Project Costs incurred in furtherance of the environmental review, design, and construction of the North Portal. All interest accruing to funds in the Project Account shall remain in the Project Account.

2.6.6. Once all invoices submitted by the Parties have been paid out of the Project Account and all other obligations relating to the North Portal are satisfied, any remaining funds in the Project Account shall be returned to the Parties in proportion to each Party's respective contribution of funds to the North Portal project. Notwithstanding the foregoing, if the Life of Project Budget is exceeded and one Party chooses to fund the remainder of the Project Costs, while the other does not, then the Party contributing the remainder of the Project Costs shall be entitled to receive all remaining funds in the Project Account upon final completion of the North Portal and acceptance by Metro into its system for customer service.

2.6.7. Any disputes regarding billing statements, invoices, or reimbursements to or from the Project Account shall be resolved pursuant to Section 7 of this Agreement.

2.7 North Portal Acceptance. The North Portal shall become part of Metro's system upon its completion and acceptance of the work by the Parties. At that time, Metro shall assume all obligations associated with the maintenance, repair, and operation of the North Portal to the same extent as any other portion of the Station and its appendages.

2.8 Station Opening. The North Portal shall not be closed, and shall be available for customer use, at all times that the Station is open for customer use for at least twenty-five (25) years beginning on the date that the North Portal is first opened for customer use, except for routine maintenance, repairs, cases of emergency, threats to public health or safety, or if necessary for construction of a joint development involving Metro, the City and/or a private developer.

3. Public Restrooms. The City and Metro jointly agree that public restrooms shall be made available for customer use. The Parties will bargain in good faith regarding the availability of public restrooms when the Station opens for public use, consistent with a Metro systemwide restroom policy to be adopted by the Metro Board of Directors. The City Council has approved this Agreement in good faith reliance on Metro's representation that public restrooms will be available for customer use when the Station opens, pursuant to a Board-adopted systemwide restroom policy. If public restrooms are not provided pursuant to a systemwide restroom policy, then Permanent public restrooms will be constructed and made available in connection with a future development that benefits from the Station's existence. Metro shall be solely responsible for the full cost of constructing and maintaining the restrooms, provided that it may cause a private party to construct or maintain the restrooms if the restrooms are included in a future development at the Station. Alternatively, the City may include the restrooms in connection with a future development located at 9393 and/or 9385 Wilshire Boulevard, in which case Metro will not be responsible for the cost of constructing and maintaining the restrooms.

3.1 Restroom Maintenance. The public restrooms provided by this Section 3 shall be fully plumbed in accordance with applicable technical codes, be designed and sited to match the context of the surrounding buildings and environment, and maintained in a manner and frequency to ensure they are clean and sanitary. Metro shall coordinate with the City on the final design of any permanent restrooms constructed on Station property pursuant to this Section 3. Metro shall be responsible for maintaining the bathrooms at its sole cost, unless the restrooms are incorporated into a development project at 9393 and/or 9385 Wilshire Boulevard. Restrooms may

be periodically unavailable for public use due to routine maintenance, repairs, cases of emergency, threats to public health or safety. The obligation in this Agreement to provide public restrooms expires twenty-five (25) years from the date that the Station is first opened for customer use.

4. **Rescue Equipment.** Metro shall reimburse the City for the cost of rescue equipment for use in the event of a tunnel emergency during construction or operation purchased for the City's Fire Department up to Two Hundred Fifty Thousand Dollars (\$250,000.00). Metro shall remit funds within thirty (30) days of receipt of the City's invoice for the equipment.

5. **Holiday Moratorium.** Notwithstanding the provisions in the MOA, Article XIII prohibiting work during a holiday moratorium without City Council approval, Metro shall be permitted to work during the 2020 holiday moratorium in accordance with the conditions set forth in Exhibit A, in order to complete the Project and the C1120 Contract in a timely manner. Notwithstanding the provisions of this Agreement and in accordance with the MOA, Metro, at its discretion, may request an exemption from holiday moratoria after 2020. The Parties will bargain in good faith regarding an exemption from the 2021 or 2022 holiday moratorium with City Council approval. Metro has approved this Agreement in good faith reliance on the City's representation that it will accommodate Metro's request to work during the 2021 or 2022 holiday moratorium, if reasonable.

6. **Station Excavation.** Notwithstanding the required construction lane configurations and work hours set forth in Articles XII and XIII of the MOA, respectively, the City herein authorizes Metro, pursuant to this Section 6, to excavate the Station box through the Station property at Wilshire/Reeves and through the deck panels installed over Wilshire Boulevard in accordance with the conditions set forth in Exhibit A and the terms below.

6.1 **Sound Wall Across S. Reeves Drive.** Metro may temporarily close S. Reeves Drive at Wilshire Boulevard to vehicular traffic solely during the excavation of the Station box, provided that a sound wall is erected across S. Reeves Drive north of the Sirtaj Hotel. This sound wall shall have a wall assembly of STC-25 or greater, and the ability to reduce noise by at least 5 dBA. Public information graphics acceptable in design to the City shall be placed on the south side of the wall. Unless approved by the City Council, the sound wall shall be promptly removed and S. Reeves Drive reopened to vehicular traffic when excavation of the Station box is complete and the 20 foot sound wall around the Reeves Staging Yard shall be reestablished. The City Council may approve further closures of S. Reeves Drive upon request by Metro.

6.2 **Compliance With Noise Standards.** Pursuant to Article XIV of the MOA, the City Council authorizes Metro to excavate the Station box at night as set forth in Exhibit A based on the noise study prepared by the Project Contractor and reviewed by Metro that concludes that the nighttime construction work can be conducted in compliance with the noise standards set forth in Article XIV of the MOA. The noise study and associated mitigation measures are incorporated herein and attached hereto as Exhibit B. If the Independent Compliance Monitor established under Article XVI of the MOA identifies an exceedance of such a noise standard, then Metro and the Project Contractor shall promptly discontinue the construction activity that caused the exceedance until additional mitigation measures, possibly including reduction of construction activities, are implemented to reduce noise levels below the applicable noise standard.



6.3 **Compliance with MOA.** Except as provided herein, all other provisions of the MOA remain in effect, including the noise standards set forth in Article XIV and remedies available to the City to enforce those standards.

7. **Dispute Resolution.** If a dispute, claim, disagreement or controversy (a "**Dispute**") arises in connection with this Agreement or the performance of obligations set forth herein, the Parties shall promptly attempt in good faith to resolve such Dispute by negotiation between officers of each Party who have authority to settle the controversy. Either Party may give the other Party written notice of any Dispute not resolved in the normal course of business. Within five (5) business days after delivery of the notice, the receiving Party shall submit to the other Party a written response. The notice and response shall include with reasonable particularity a statement of each Party's position and a summary of its reasons supporting that position. Within five (5) business days after delivery of the response, the officers of both Parties shall meet at a mutually acceptable time and place. Unless otherwise agreed in writing by the negotiating Parties, the above-described negotiation shall end at the close of the first meeting of officers described above ("**First Meeting**"). If the Parties agree to mediate the Dispute, such mediation shall be submitted to JAMS, or its successor, for mediation. After the First Meeting and, if applicable any mediation agreed to by the Parties, either Party may seek judicial relief in Los Angeles Superior Court.

Additionally, if either party believes that there is a threat to public health or safety, that party may immediately seek judicial relief in the Los Angeles Superior Court.

8. **Duty to Cooperate.** The Parties agree to engage constructively, actively and on an ongoing basis to maximize the effectiveness of the Project. This duty shall include the sharing of non-confidential information upon request.

9. **Joint Press Release.** Upon final execution of this Agreement, the Parties shall jointly release to the public the following written statement:

"The Los Angeles County Metropolitan Transportation Authority (Metro) and the City of Beverly Hills announced an agreement today that avoids further litigation by the City concerning the Purple Line subway extension to Century City. The Beverly Hills Unified School District is not a party to this settlement agreement.

The agreement calls for the joint development of a second portal to serve the Wilshire/Rodeo Station. This second portal will serve businesses and tourists who regularly travel to the City's business triangle. The settlement agreement also calls for public restrooms to serve Station customers.

"We are pleased with this agreement," said Metro Board Chair and Los Angeles Mayor Eric Garcetti. "It keeps this critically important project on track. We look forward to delivering it to the commuters and taxpayers of Los Angeles County in a timely manner."

"We are glad to be able to move forward as a partner with Metro in developing the region's mobility solutions and welcoming the subway to our city," said Beverly Hills Mayor Lester Friedman.

“Having secured federal matching funds to complete the Purple Line Extension, Metro is excited to bring rapid rail service to Westwood in time for the 2028 Summer Olympics,” said Phillip Washington, Metro’s CEO.

The Purple Line Extension will extend the subway from its current terminus at Wilshire Boulevard and Western Avenue to Westwood to be built in three phases. The first segment to Wilshire and La Cienega Boulevard and the second segment through downtown Beverly Hills to Century City are both under construction. The third segment travels to Westwood and ends at the VA Hospital. When complete, the subway will provide a 25-minute ride between downtown Los Angeles and Westwood.”

10. **Indemnity**. Each Party agrees to defend, indemnify and hold harmless the other Party, their officers, agents, elected officials and employees from all liability, claims, losses and demands, including defense costs and reasonable attorneys’ fees, whether resulting from court action or otherwise, arising out of the negligent acts or omissions of the defending Party, its officers, agents, or employees, in the performance of this Agreement. When negligent acts or omissions of one Party are specifically directed by another Party, the Party directing the negligent acts or omissions shall owe this defense and indemnity obligation to the Party following the directions. This clause shall not be construed to supersede or affect the Parties’ indemnity obligations to each other, as set forth in the MOA, with respect to any other aspect of the Project not specifically addressed in this Agreement. The provisions of this paragraph shall survive the termination of this Agreement.

11. **Priority of Agreements**. The following order of priority shall control in the event of a conflict between the provisions of these documents: (1) the body of this Agreement; (2) Exhibit A; (3) Exhibit B; and (4) the MOA.

12. **Effective Date**. The “Effective Date” shall be the date that this Agreement is fully executed.

13. **Further Assurances**. The Parties agree to enter into, deliver, perform, construe, and take any action under any contract, agreement, or other instrument that is reasonably necessary to effectuate this Agreement, and, except as otherwise provided in this Agreement, the City Manager and Chief Executive Officer shall have the authority to do so on behalf of the City and Metro, respectively.

14. **Parties’ Remedies**. Each Party expressly agrees that damages are an inadequate remedy for a breach of this Agreement and that all provisions of this Agreement shall be specifically enforceable by either affected party.

15. **Entire Agreement**. This Agreement, together with any exhibits attached hereto, contains the sole and entire agreement and understanding to which the Parties and any and all prior discussions, negotiations, commitments or understandings related hereto, if any, are merged herein and superseded hereby. No representations, warranties, promises, covenants, undertakings, commitments, restrictions, or other obligations, verbal, written or otherwise, expressed or implied, other than those expressly contained herein have been made by either Party to the other.

16. **Amendments; Waiver.** This Agreement may be amended only by an agreement in writing signed by both Parties hereto. No waiver of any provision or consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the Party to be bound, and then only for the specific purpose, extent, and instance so provided. Failure on the part of any Party to enforce any of its rights under this Agreement shall not be construed as a waiver of such rights, and a waiver by any Party of a default hereunder in any instance shall not be construed as constituting a continuing waiver or as a waiver in other instances.

17. **No Release.** Nothing set forth in this Agreement shall constitute a waiver or release of claims by either Party for compensation and/or damages arising from the Project.

18. **Notices.** Any notice, demand, or other communication of any kind, whatsoever, that any of the Parties may be required or may desire to give to or serve upon any of the other Parties shall be given in writing and (i) delivered in person (including express or courier service), or (ii) mailed by certified or registered mail, postage prepaid, return receipt requested, addressed as follows:

**If to Metro:**

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Mail Stop: 99-17-20  
Los Angeles, California 90012  
Attention: Richard Clarke

**With a copy to:**

Los Angeles County Metropolitan Transportation Authority  
County Counsel  
Transportation Division  
One Gateway Plaza  
Mail Stop: 99-24-20  
Los Angeles, California 90012  
Attention: Ronald W. Stamm, Esq.

**If to the City:**

City Manager  
Beverly Hills City Hall  
455 N. Rexford Dr., 4th Floor  
Beverly Hills, CA 90210

**With a copy to:**

City Attorney  
Beverly Hills City Hall  
455 N. Rexford Dr., Room 230  
Beverly Hills, CA 90210

Richards, Watson & Gershon  
350 South Grand Avenue, 37th Floor  
Los Angeles, California 90071-3101  
Attn: Laurence S. Wiener, Esq.

or to such other address or to such other person as any Party shall have last designated by such notice to the other Party. Each such notice, demand, or other communication, if addressed as aforesaid and delivered in person, shall be effective only when actually delivered to such addressee. Each such notice or communication, if addressed as aforesaid and transmitted via either certified or registered mail, shall be effective upon the date of delivery, whether or not accepted by addressee.

19. **Voluntary Agreement; Representation by Counsel.** This Agreement is executed voluntarily by each of the Parties hereto without any duress or undue influence on the part of, or on behalf of, either of them. The terms of this Agreement have been negotiated by the Parties, and the language of the Agreement shall not be interpreted under presumptions in favor of or against any particular Party. Each of the Parties hereto represents and warrants to each other Party that it has read and fully understands the provisions of this Agreement and has had the opportunity to discuss the same with legal counsel of its own choosing. Each of the Parties hereto further represents and warrants to the other Party that its officers or other representatives who sign this Agreement on its behalf are authorized to do so and to bind that Party, both by consent of that Party and under applicable law, and that they are executing this Agreement pursuant to that authority. The Parties, and each of them, acknowledge that each has been represented in the negotiations for and in the performance of this Agreement by counsel of its own choice; that the Parties have read this Agreement; that the Parties have had this Agreement, and each of its terms, fully explained by such counsel or have had such opportunity; and that each Party is fully aware of the contents of this Agreement and of its legal effect.

20. **Binding Effect.** This Agreement shall bind, and inure to the benefit of, the Parties' respective successors and representatives.

21. **Assignment.** The rights and obligations of Metro under this Agreement shall not be assigned and any attempted assignment shall be void and of no effect. The rights and obligations of the City under this Agreement shall not be assigned and any attempted assignment shall be void and of no effect.

22. **Governing Law.** The validity, interpretation, effect, and enforcement of this Agreement, or any portion thereof, shall be governed by, and shall be construed and enforced in accordance with, the laws of the United States and the State of California, as applicable.

23. **No Third-Party Beneficiaries.** Nothing in this Agreement is or shall be construed to be intended to benefit any third party, or create any third-party beneficiary and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever. Notwithstanding the foregoing, FTA is a third-party beneficiary of this Agreement.

24. **Authorization to Sign.** The persons executing this Agreement on behalf of Metro and the City, respectively, each represent and warrant that he or she is duly authorized to execute same on behalf of its Party.

25. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original agreement, but all of which together shall constitute one agreement.

26. **Time of Essence.** Time is of the essence of every provision hereof in which time is a factor.

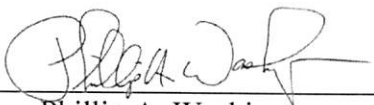
27. **Usage.** Unless stated otherwise, the term “day” or “days” shall refer to calendar days.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized representatives as of the Effective Date.

**“Metro”**


Los Angeles County Metropolitan Transportation Authority

By:   
Name: Phillip A. Washington  
Title: Chief Executive Officer

Date: November 19, 2020


**“City”**

City of Beverly Hills


By:   
Name: LESTER J. FRIEDMAN  
Title: Mayor of the City of Beverly Hills, California

Date: December 10, 2020

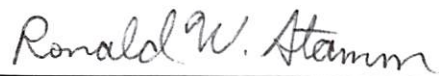
ATTEST:

 (SEAL)  
HUMA AHMED  
City Clerk

Approved as to Form:

  
LAURENCE S. WIENER  
City Attorney

Approved as to Form:

  
RONALD W. STAMM  
Principal Deputy County Counsel

## **Exhibit A**

### **Conditions of Approval for Excavation Work and Work During 2020 Holiday Moratorium**

**The following conditions apply until the earlier of June 30, 2021, or when restaurants within the City of Beverly Hills are permitted by applicable public health orders to provide indoor dining at 100% capacity:**

#### **Traffic Control**

- S. Reeves can be Closed between Wilshire Blvd and the Alley south of Wilshire Blvd.
  - At the completion of excavation of station box, S. Reeves closure to end with complete opening of S. Reeves and 20' minimum sound walls to be reestablished around Reeves Staging Yard w/ Public Information Graphics.
- Wilshire can be configured to two lanes in each direction with K-rail with sound walls (extended Staging Yard)
  - All walls to have Public Information Graphics and/or Holiday Themed Public Information Graphics per City (see Public Information Graphics below). The sound wall protection currently in effect will satisfy this noise requirement.
- Wilshire can be configured to one lane in each direction, allowing for access to deck panels at Beverly and S. Canon
  - 12am to 10:45am. Only traffic control set up may occur between 12am and 1am.
- All other traffic control must meet MOA conditions but at no time shall there be work/traffic control in Wilshire Blvd between 4pm and Midnight. This excludes the extended Reeves Staging Yard traffic control described above.

#### **Work Activities**

- Excavation, Material removal and Hauling - Access through Deck Panels on Wilshire
  - Weekdays and Weekends
    - 12am to 10:45am. No surface work activities (i.e. excavation/hauling) to start before 1am. Only traffic control set up to occur between 12am and 1am.
      - Per the MOA, Nighttime noise control plan must be approved by City Council.
- Excavation, Material removal and Hauling – Within Extended Reeves Staging Yard Area (Behind K-rail Setup with Reeves Closed)
  - Weekdays
    - 7am to 4pm and 1am to 7am
      - Per the MOA, Nighttime noise control plan must be approved by City Council for work between 1am and 7am.
  - Weekends
    - 8am to 4pm and 1am to 8am

- Per the MOA, Nighttime noise control plan must be approved by City Council for work between 1am and 8am.
- Material Delivery and Utility Maintenance - Access through Deck Panels on Wilshire
  - Weekdays and Weekends
    - 12am to 10:45am. No surface work activities (i.e. material delivery/utility maintenance) to start before 1am. Only traffic control set up to occur between 12am and 1am.
      - Per the MOA, a noise control plan must be approved by City staff.
- Material Delivery and Utility Maintenance – Within Extended Reeves Staging Yard Area (Behind K-rail Setup with Reeves Closed)
  - Weekdays
    - 7am to 4pm and 1am to 7am
      - Per the MOA, Nighttime noise control plan must be approved by City Staff for work between 1am and 7am.
  - Weekends
    - 8am to 4pm and 1am to 8am
      - Per the MOA, Nighttime noise control plan must be approved by City Staff for work between 1am and 8am.
- Engineering (Survey/Potholing/Geotechnical Borings/Instrumentation & Monitoring) outside the Triangle east of Crescent.
  - 7am to 4pm Weekdays on Wilshire
  - 8am to 4pm Weekdays off Wilshire

### **Public Information Graphics**

- Public Information Graphics and/or Holiday Themed Public Information Graphics must be installed as identified and specifically requested by the City on all fencing and/or walls proposed if feasible.
- Santa Display shall be erected and hung by the City at Beverly Dr. and Wilshire Blvd., as in past years, at a time designated by the City. No work activities shall substantially degrade the existing physical quality or character of the Santa Display until the Santa Display is removed by the City.

### **Holidays**

- No work to occur on Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Year's Day, 1st night of Hanukkah (Dec. 10, 2020). Traffic control associated with the Extended Reeves Staging Yard are permitted to remain in place on these holidays during excavation.
- If there is a City Event (i.e. Holiday Bold, Awards Event, etc.), No work can occur during planned City Sponsored Events.

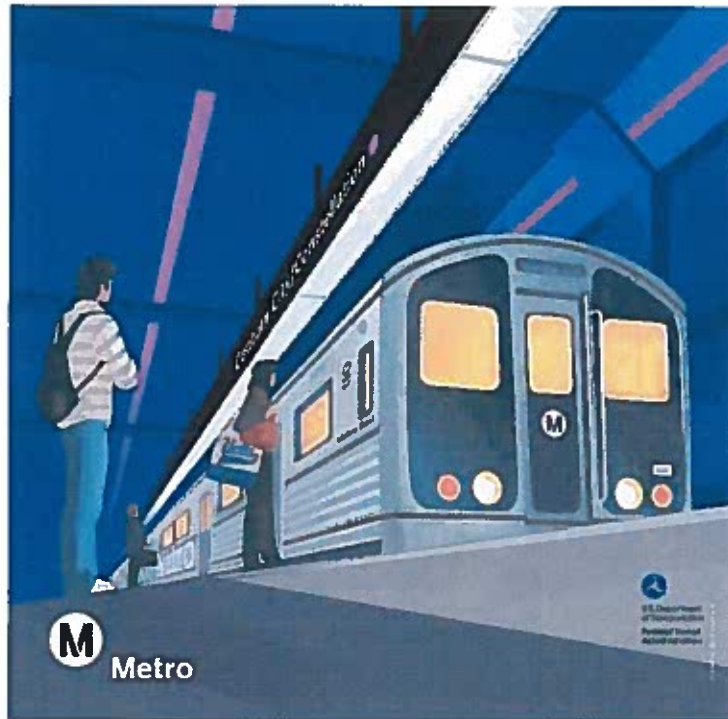
### **Independent Compliance Monitor**

- Compliance would be monitored and enforced by the ICM in accordance with the MOA.



**Exhibit B**  
**Approved Noise Study**

**MTA PURPLE LINE SECTION 2 PROJECT  
NOISE CONTROL PLAN MOA CONDITIONS  
Wilshire/Rodeo Station Excavation**



November 3, 2020

Submitted by:



*Engineered Solutions*

Submitted to:

**TUTOR PERINI/O&G, JV**

**1801 Century Park East, Ste. 500**

**Los Angeles, CA 90067**





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## 1. Introduction

The aim of this study is to analyze and predict the construction noise levels during excavation through a limited opening and hauling operations at Wilshire Blvd & S. Canon Dr. The excavation site is in front of 9378 Wilshire Blvd. The site is surrounded by high rise office spaces alongside Wilshire Blvd and Canon Drive. The residential buildings are located to the east and south of the excavation site. Commercial structures are located to the south as well as north across Wilshire Blvd.

## 2. Construction Schedule

The excavation work will commence in 2020.

## 3. SoundPLAN

The sound model for the excavation was developed for continuous noise generation during the daily work shifts. *SoundPLAN* was configured with settings outlined in Table 1. The noise modelling was performed using *SoundPLAN* version 8.1, which calculates outdoor noise propagation based upon the methodology specified in ISO 9613 -2.

**Table 1 *SoundPLAN* Noise Prediction Model Settings**

<b>Prediction Model:</b>	ISO 9613 -2 "Acoustics -- Attenuation of sound during propagation outdoors -- Part 2: General method of calculation", 1993
<b>Air absorption:</b>	ISO 9613-1 "Acoustics -- Attenuation of sound during propagation outdoors -- Part 1: Calculation of the absorption of sound by the atmosphere"
<b>Environment:</b>	
Air pressure	1013 mbar
rel. Humidity	70%
Temperature	25 °C = 77 °F
<b>Maximum Screening Loss:</b>	
<b>Assessment:</b>	Leq
<b>Frequency Weighting:</b>	dBA
<b>Ground:</b>	Reflective Ground g=0



Note:

- The accuracy of a noise model depends on several parameters such as source input (sound power level, spectral content, operation consideration), modeling standard settings, and noise prediction parameters.
- The excavation area was modeled using the *SoundPLAN* noise modeling software. The prediction uses the ISO 9613 -2 [Acoustics -- attenuation of sound during propagation outdoors -- Part 2: General Method of Calculation", 1993] prediction standard. *SoundPLAN* follows and meets the requirements developed for quality assurance of software implementation of ISO 9613-2 [ISO 175343 Acoustics -- software for the calculation of sound outdoors -- Part 3: Recommendations for quality assured implementation of ISO 9613-2].
- The ISO 9613-2 standard was developed with slight downwind and inversion condition which typically overpredicts than under-predict the noise levels. The FHWA emission data do also tend to be conservative and overestimate the equipment noise generation.
- Regarding the overall predicted sound level, the model assumes that all equipment operates at the same time, which is a conservative prediction process.
- The equipment sound power level inputs were based on measured data provided by TPOG, Specification 01 56 19 and data published by FHWA - Table 1. Construction Equipment Noise Emission Levels ([https://ops.fhwa.dot.gov/wz/workshops/accessible/Schexnayder\\_paper.htm](https://ops.fhwa.dot.gov/wz/workshops/accessible/Schexnayder_paper.htm)). The FHWA data typically does not reflect the newest noise control technology and provide a conservative assessment with higher input sound power levels.



## 4. Noise Control Plan

The noise control plan was developed based on the situation below:

Excavation and Hauling operational for 24 hours/day. Excavation site is surrounded by 12 ft noise barrier with all equipment operating simultaneously. However, for the noise model different utilization factors for the equipment were considered, as shown in the Table 2, below.

Terex RT 780 Crane will be in operation at Wilshire and Beverly Drive within a 12 feet high Noise Barrier.

To account for cumulative noise at sensitive receivers, the ventilation fan installed in the Canon Yard was also added to the noise model. A 14 feet high Noise barrier is added around the Ventilation fan.

If current excavation location is modified or if addition locations are added, Noise Control Plan will be updated accordingly.

The noise control plan will be updated quarterly.

### 4.1 Construction Equipment

Construction equipment list shown in Table 2 was used for the model development.

Table 2. Sound Power Levels

Name	Lw (dbA)	Noise Levels @ 50 ft (dbA)	Utilization
Dump Trucks (Height 12 ft)	105	75	66%
Haul Route (Height 12ft, Speed 20mph)	105	75	Noise Exposure -10%***
Excavator (Height 8 ft)	109	79	100%
Terex Rough Crane Rt 780 (Height 8 ft)	111	81	95%
Ventilation Fans**(Height 3 ft)	112	82	100%
Ventilation Metal Grate -- Modeled as two separate point sources* (At ground Elev)	89	59	100%

- Note: Noise Levels at 50 ft were provided by TPOG, Equipment are not subjected to requirements beyond specification 01 56 19
- \*Noise Power Levels for Metal grate was calculated by using the Noise Measurement Data provided by Metro, Noise Silencer was used to reduce the noise from the intake, see Appendix
- Please refer to Appendix C for Noise Certification, \*\*\* Equipment Noise Certification for ventilation fans is attached in Appendix D.
- Note: The sound Power Levels were calculated from the Noise Levels @50 ft as shown in the table below ( $L_w = L_{50} + 20 \log(50 \times 0.3048) + 8$ )
- \*\*\*The Noise Exposure from Haul route is calculated at 20 mph. The trucks are anticipated to pass the sensitive receivers every 5 minutes, adding noise exposure for 30 seconds for each receiver or 90 seconds every 15 mins or 10%.

### 4.2 Site Plan and Discussions

The Baseline Model for situation is shown Figure 1, it includes all equipment that would be operational during excavation. Noise Sensitive locations as per MOA conditions are shown in Figure 2. The staging area is highlighted in purple.



The 14 high Noise Barrier (NRC=0.85) is indicated as the blue boundary around the excavator and dump truck on the Wilshire Blvd. The Noise Barrier height was increased to a total of 15 feet on east section to shield receptor RD-11 from noise. The loading trucks will enter through the west section of the closure. The Noise wall will remain closed except during the trucks entering the work area and hence, the Noise Wall was modeled as a continuous sound barrier.

Excavator operation inside the closure at Wilshire Blvd was modeled as the area source and Dump Truck was added as a point source. Haul route is added as the line source with trucks travelling at a speed of 20 mph.

Along with the Haul Route, excavator, and dump trucks a ventilation fan was also added in the noise control plan at Canon Yard. A 20ft high noise wall is installed around the Canon Yard, also shown in green in Figure 2. An additional 14 feet high noise wall was modeled around the Ventilation Fan as shown in figure 1. The maximum operational noise value for the ventilation fans shall be 82 dBA at 50 feet per the noise certificate attached in the appendix.

A 100% utilization factor or 24-hour operation was assumed for the Ventilation Fan. The Utilization factors for Excavator was added as 100% to mimic continuous operation for 24h. The average travel speed from 9355 Wilshire Blvd. to 9555 Wilshire Blvd was added to be 20mph. Average time of truck idling was estimated to be 10 min every 15 min; hence, the Utilization Factor is calculated as 66 %.

The noise exposure from the haul route will be around 90 seconds for 15 minutes interval considering 30 seconds exposure during each 5 minutes dump cycle.

Crane operation at Wilshire/Beverly Dr was included was modeled with 12 feet Noise Barrier around the crane and dump truck.

Ventilation intake located at Wilshire/Beverly Dr. was also included in the noise model. The Sound Power Levels for the Ventilation grate were calculated from the noise measurement provided by Metro (see Appendix). The ventilation intake was modeled as two-point source to match the noise profile provided by the measurement results.

The residential buildings are shown in blue on figure 1; hotels are shown as light green; and commercial buildings and residential buildings are shown in shades of grey. The buildings were modeled at their full height; varying floor heights were identified.

To calculate the Noise Levels at different heights, noise receptors were added on all façades of the buildings.





Figure 1. Site Plan for Wilshire Rodeo Station Excavation (Also see schematic drawing attached in Appendix A)





Figure 2. Sensitive Noise Locations around Wilshire Rodeo Station Excavation

#### 4.3 Results and Observations

Noise predictions for 24 h are presented in Appendix B. Threshold limits at the receivers established by Ambient Noise Study (submitted previously) are used for comparing predicted noise levels.

Based on the assessment of the results, RD-2, RD-3, RD-13, RD-10, RD-11 RD-15, and RD-16, receptors will be directly affected by the construction activities. However, the predicted noise levels for these receptors are within the noise level threshold. The noise levels should be closely monitored to avoid any exceedance during the nighttime work hours.

RD-15 – receptor RD 15 is located directly to the east of the Canon Yard Canon Yard. While ground level is properly shielded from the Noise Levels by 20 ft high Noise Barrier, the elevated receptor may be affected by the construction equipment, specially Ventilation Fan and dump trucks. A 14 feet Noise Barrier is also required around the Ventilation Fan. The ideal location for the fan would be around the middle portion of the yard.

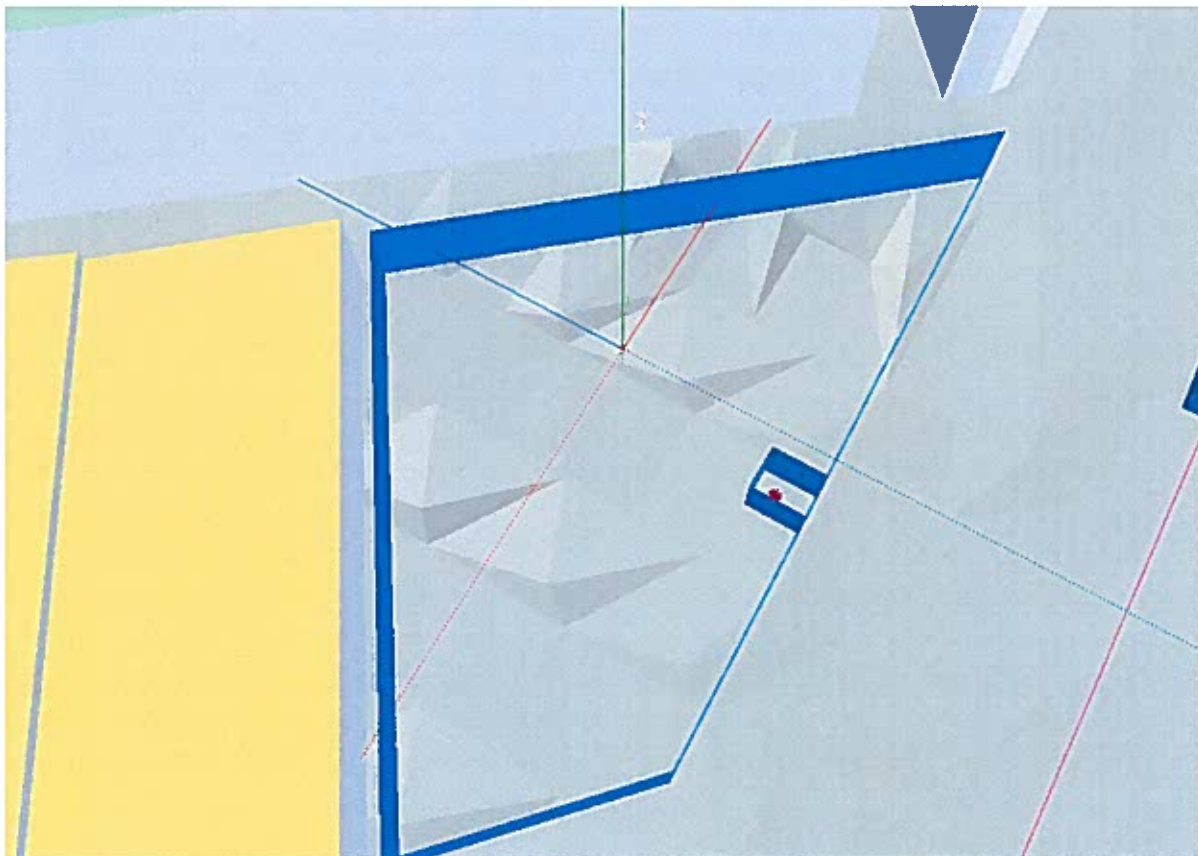


Figure 3. Ventilation Fan setup at Canon Yard (Colors do not represent any noise values)



RD -11 is located to the east of the work area on Wilshire Blvd and is directly exposed to the noise levels from the construction.

A 15 feet high Noise barrier along the east boundary and, 14 feet high barrier along north, south and west section of the work area will be required to shield the RD-11 Elevated receptor from the construction Noise during the Night Time work as shown in the figure below.

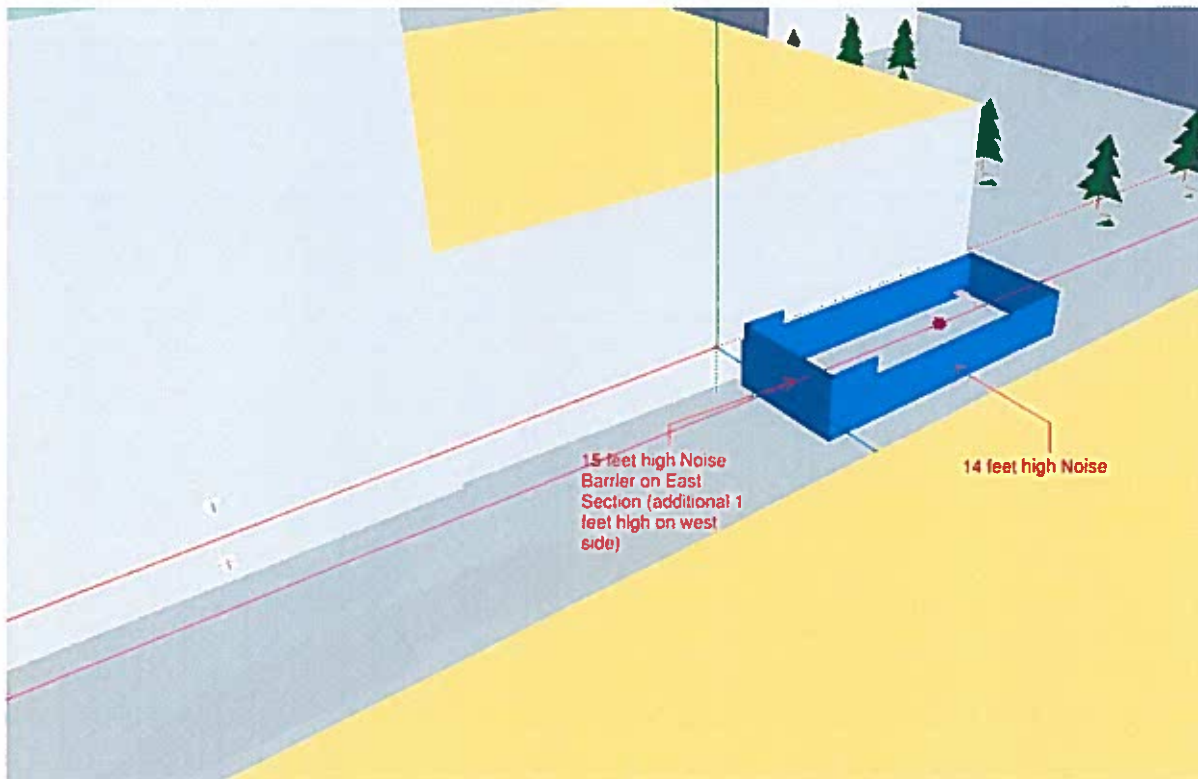


Figure 4. Noise Enclosure around work area (Colors do not represent any noise values)

Another critical receptor for this construction work is RD-10 which is located to the south west for the work on Wilshire. This receptor will be closely monitored for noise trends and equipment utilization shall be reduced by 10% or less if the noise levels more than the predicted levels are recorded during the construction work.

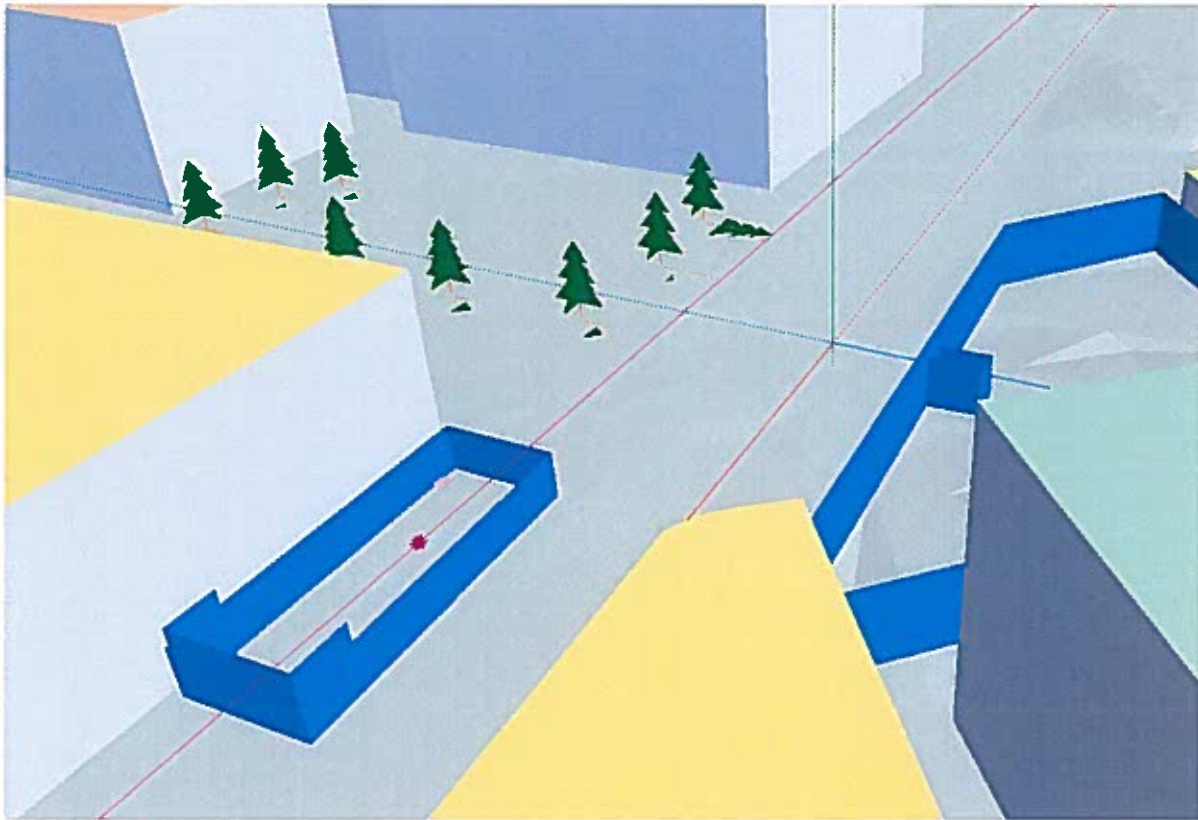


Figure 5. Receptor RD-10 (Colors do not represent any noise values)

Due to given vicinity of the RD-7 and RD-16 from the staging yards, they should be closely monitored for any exceedances.



Figure 6. Predicted Noise Levels –Contour Plot for Noise propagation at Ground Level (Receptor color indicate maximum façade noise level)

## 5. Mitigation Measures

Based on the simulations following mitigation measures will be taken:

- 1) Excavation area will be surrounded by 14 ft noise barrier (NRC= 0.85) with 15 feet additional noise barrier east of the excavation area as discussed in the section above.
- 2) Equipment utilization shall be reduced by 10% to meet the noise threshold if the trend at any of the receptors seems to approach toward exceedance
- 3) Completely switch off dump trucks during loading and idling.
- 4) If during noise monitoring Lmax level exceeds the threshold value following actions will be taken:
  1. Contractor shall switch equipment to meet noise requirements. OR
  2. Contractor shall modify work hours to meet noise requirements. OR
  3. Contractor shall use other available noise reduction measures.
- 5) Noise from a construction activity and/or construction equipment shall comply with all noise requirements identified in Article XIV of the MOA, which includes the Lmax noise limits. If the activity, the equipment in use and/or the sound enclosure for the equipment are modified or the equipment is operated at a location not identified in the noise control plan, the noise control plan shall be revised to address the changed conditions and resubmitted to the City for review and approval. The use of non-compliant equipment and/or engaging in a construction activity that exceeds the MOA identified noise limits including Lmax noise level shall not continue until the City approves a noise control plan revision and/or the implementation of noise mitigation to ensure that the equipment complies with noise limits identified in Article XIV.”
- 6) To reduce noise levels at Wilshire / Beverly intake grate, install additional silencer at each intake fan, see Appendix D for silencer product data



## APPENDIX A- SITE PLAN SCHEMATIC









## APPENDIX B- Noise Certification for Excavator

FIGURE 3

### EQUIPMENT NOISE LEVEL DATA REPORTING FORM

#### APPLICATION FOR CERTIFICATE OF EQUIPMENT NOISE COMPLIANCE

Contractor Name: TPOGJV  
 Contract Name & Number: Tutor Perini and O&G JV  
 Equipment Type: Excavator  
 Manufacturer & Model Number: CAT 390  
 Identification Number: FHHNG00186  
 Rated Power & Capacity: 405 HP  
 Operating Condition During Test: (Specify, Record, or Note all test conditions. If none, write "None")

Measured Sound Levels at 20 to 50 feet:

Measured Values and Distance:

Right Side: 74.4 dBA (SLOW) at 50 feet  
 Left Side: 74 dBA (SLOW) at 50 feet

Estimated Values at 50-Foot Distance:

Right Side: \_\_\_\_\_ dBA (SLOW).  
 Left Side: \_\_\_\_\_ dBA (SLOW).

Maximum Values Allowed for this Equipment: 81 (See per 800's 01 56 10) dBA (SLOW) at 50 feet.

If equipment sound level exceeds maximum value allowed, indicate action taken to achieve compliance:

\_\_\_\_\_

\_\_\_\_\_

Name, Address & Phone No. of Acoustical Engineer: Dr. Dots Oyenuka, 3767 Overland Avenue, Los Angeles 90034, Suite 115, +1-510 207 1387

Authorized Signature: [Signature] Date: 6/12/20  
 CONTRACTOR'S APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 ENGINEER'S CONCURRENCE: \_\_\_\_\_ Date: \_\_\_\_\_  
 Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



# APPENDIX C- Noise Certification for Ventilation Fans – For Reference Only

## EQUIPMENT NOISE LEVEL DATA REPORTING FORM

### APPLICATION FOR CERTIFICATE OF EQUIPMENT NOISE COMPLIANCE

Contractor Name: TPOG  
Contract Name & Number: MTA Purple line Extension 2 , C1120

Equipment Type: Ventillation Fan  
Manufacturer & Model Number: R-5300-B-SS-XP  
Identification Number: 300 HP  
Rated Power & Capacity: \_\_\_\_\_  
Operating Condition During Test: Sunny, Clear Sky

**Measured Sound Levels at 20 to 50 feet:**

Measured Values and Distance: There were obstructions blocking the right side of the ventilation fans, as a result of which the noise level for right side is lower than the left.

Right Side: 76.4 dBA (SLOW), at 50 feet  
Left Side: 82.4 dBA (SLOW), at 50 feet

Estimated Values at 50-Foot Distance:

Right Side: \_\_\_\_\_ dBA (SLOW).  
Left Side: \_\_\_\_\_ dBA (SLOW).

Maximum Values Allowed for this Equipment: 85 dBA (SLOW) at 50 feet.

**Note:** Equipment was operated at maximum governed rpm under full load conditions during the tests. All tests were performed under the supervision of the Acoustical Engineer.

If equipment sound level exceeds maximum value allowed, indicate action taken to achieve compliance:  
\_\_\_\_\_  
\_\_\_\_\_

Name, Address & Phone No. of Acoustical Engineer: Dr. Dots Oyenuga, 3767 Overland Avenue, Suite # 115, (510) 207 1387

Authorized Signature:  Date: 02/20/20

CONTRACTOR'S APPROVAL: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

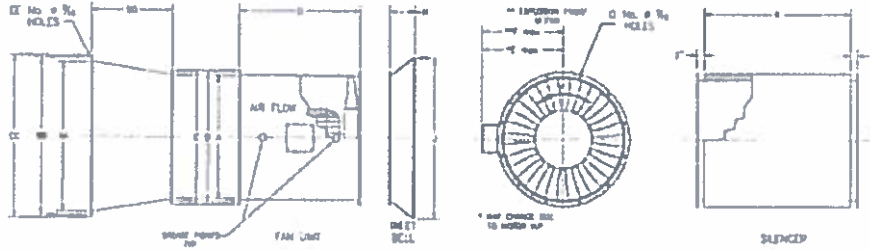
ENGINEER'S CONCURRENCE: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**JETAIR**  
A Division of Mining Equipment Limited

JETAIR FANS  
P.O. BOX 2114  
DURANGO CO. 81302  
PH. (970) 259-8412  
www.jetairfans.com

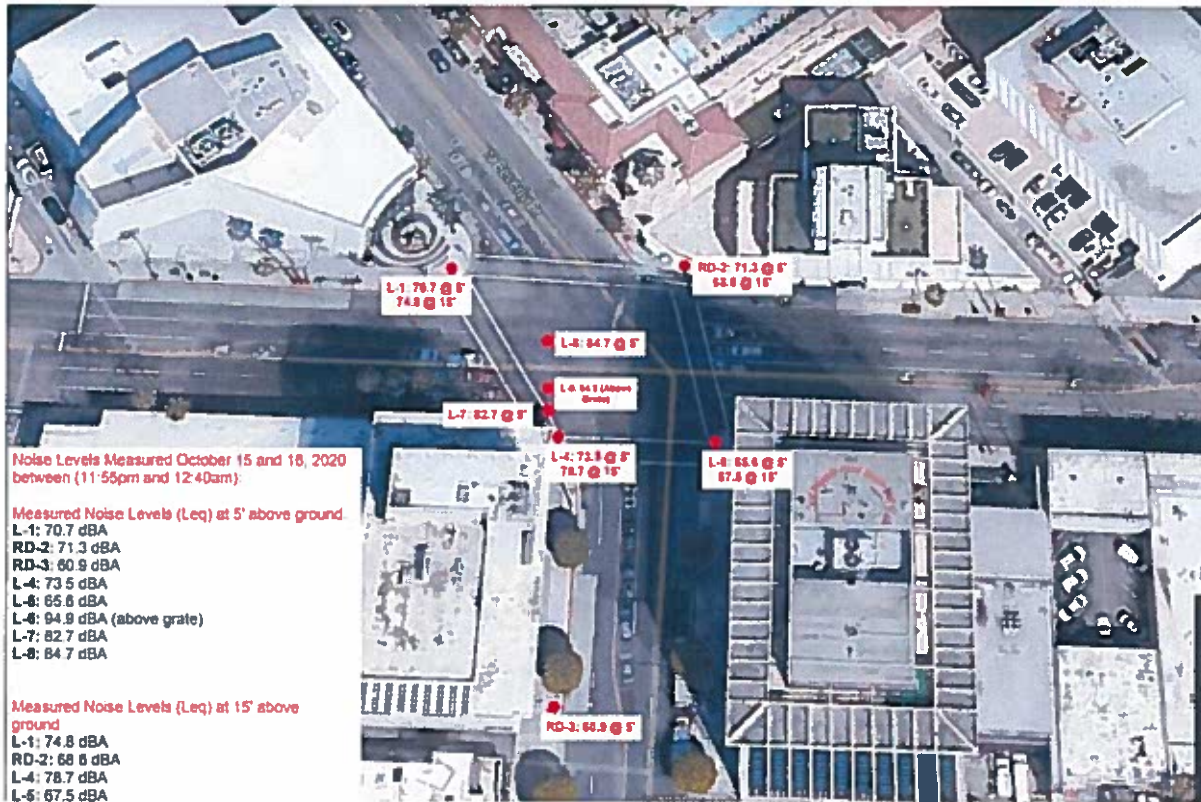


SINGLE STAGE FAN WITH ADJUSTABLE PITCH

Capacity (CFM)	Flange (Inch)	Outlet Dia (Inch)
10 - 10000	30	34
40 - 40000	30	34
80 - 80000	34	38

CASE Dia	DIMENSIONS (INCHES)																
	FAN UNIT			IMLET OUTLET CONE				IMLET BELL		BLENDER		CASE DIA					
HP	CFM	SHA	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
10	2-14	1000	14	18.78	21.25	28	17	17	22	23.78	29.24	17	12	9	31.17	38	16
21.14	10-20	2000	17	21.14	24.93	30	19	17	24	27.74	33.24	14	12	4.17	27.89	42	21.14
32.14	10-22	2500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
43.14	10-24	3000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
54.14	10-26	3500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
65.14	10-28	4000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
76.14	10-30	4500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
87.14	10-32	5000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
98.14	10-34	5500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
109.14	10-36	6000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
120.14	10-38	6500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
131.14	10-40	7000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
142.14	10-42	7500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
153.14	10-44	8000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
164.14	10-46	8500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
175.14	10-48	9000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
186.14	10-50	9500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
197.14	10-52	10000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
208.14	10-54	10500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
219.14	10-56	11000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
230.14	10-58	11500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
241.14	10-60	12000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
252.14	10-62	12500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
263.14	10-64	13000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
274.14	10-66	13500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
285.14	10-68	14000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
296.14	10-70	14500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
307.14	10-72	15000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
318.14	10-74	15500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
329.14	10-76	16000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
340.14	10-78	16500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
351.14	10-80	17000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
362.14	10-82	17500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
373.14	10-84	18000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
384.14	10-86	18500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
395.14	10-88	19000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
406.14	10-90	19500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
417.14	10-92	20000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
428.14	10-94	20500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
439.14	10-96	21000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
450.14	10-98	21500	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14
461.14	10-100	22000	14.71	23.14	26.93	30	19	17	26	28.14	34.24	14	12	9	28.14	48	21.14

## APPENDIX D – Metal Grate Sound Profile





Calculated Sound Power Level



Receiver Point	Leq
L-1 (5ft)	70.7
RD-2	68
RD-2 (15 ft)	70
RD-3	61.8
L-1 (15 ft)	74.8
L-4 (5ft)	75.3
L-4 (15 ft)	77.2
L-5 (5ft)	67.3
L-5 (15 ft)	69.6
L-6 (5ft)	100
L-7 (5ft)	81.5
L-8 (5ft)	84

Ventilation Intake Silencer- Product Data

VIBRO-ACOUSTICS®

Noise Control | Vibration Isolation | Restraint Systems

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CIRCULAR DISSIPATIVE

CD

File No.: 03A-003 Date: 17 Sep 2013  
 Supersedes: 03A-002 Date: 19 Aug 2013

QTY: 2		TAG: SA-1,SA-2			
Submitted for: Approval	Dwg #: 26170-1	Rev #: 0	Drawn by:	Rev. Date: 01 Oct, 2020	Rev. by:
Project <b>Metro PLE2</b>		Customer <b>CSDA Design Group</b>		Customer P.O. No.	
V-A Project No. <b>1142142</b>	V-A Project Manager		Consultant		

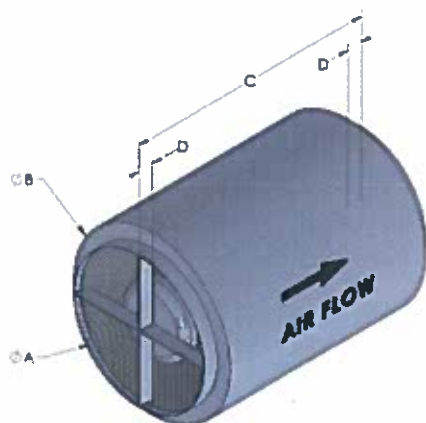
Performance for Model CD-UHV-F1

Airflow CFM	Velocity (L/s)	Velocity FPM	Velocity (m/s)	Pressure Drop		Pressure Drop w/ System Effects*		Dynamic Insertion Loss (dB)							
				in. w.g.	(Pa)	in. w.g.	(Pa)	63 Hz	125 Hz	250 Hz	500 Hz	1 KHz	2 KHz	4 KHz	8 KHz
51000	24,102	4658	21	0.03	8	0.04	11	9	11	14	13	9	7	5	4

Silencer performance data has been obtained from tests conducted in a laboratory facility NVLAP accredited for the ASTM E477-06a test standard.

\* Duct configuration must be known for at least 5 duct diameters upstream and downstream of the silencer to determine pressure drop with system effects

Dimensions and Weights



Silencer Size (in./mm)				Total Wt
A	B	C	D	(lb./kg)
48	64	84	2	1,053

Construction

Casing	12 Ga (2.75 mm) Galvanized
	Continuously Welded
Perforated Liner	22 Ga (0.85 mm) Galvanized
Media Fill	Acoustic Grade Glass Fiber
Media Protection	None
End connections	2" (51 mm) slip connection
Accessories	None

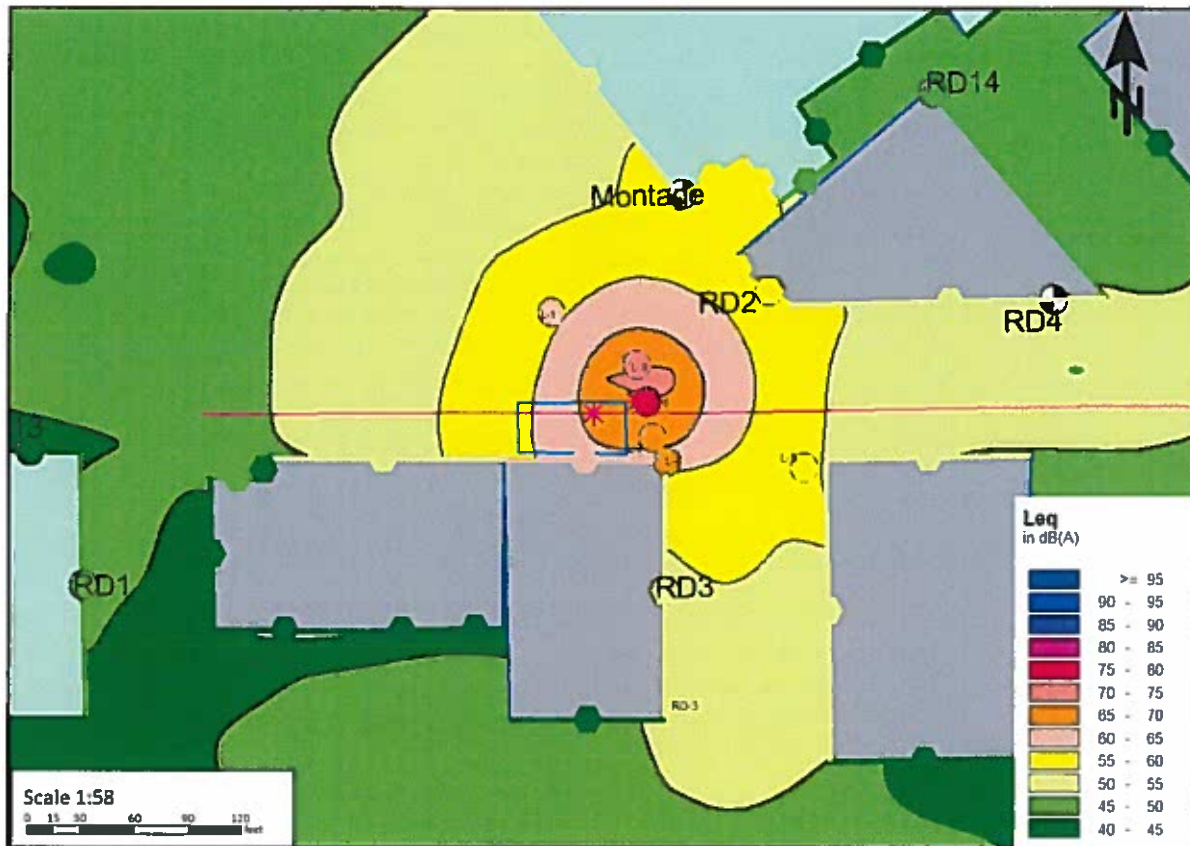
Ratings

Pressure rating	8 in. H <sub>2</sub> O (1822 Pa)	
Combustion rating (ASTM E84 or CAN/ULC S.102)	Flamespread classification	< 25
	Smoke development rating	< 50

Notes

- Customer to confirm all dimensions.
- Silencer construction meets applicable requirements of SMACNA Duct Construction Standards, ASHRAE 62.1, UL181, ASTM C1071, NFPA 90A and NFPA 90B.
- Lubricants and sealants used during manufacturing may contain silicone.
- Gauges and thicknesses are based on SMACNA standard nominal and will vary within prescribed tolerances.
- Electronic document links:  
[Dissipative Straight Silencers](#)  
[Installation Instructions / Operation & Maintenance](#)  
[NVLAP Accreditation](#)

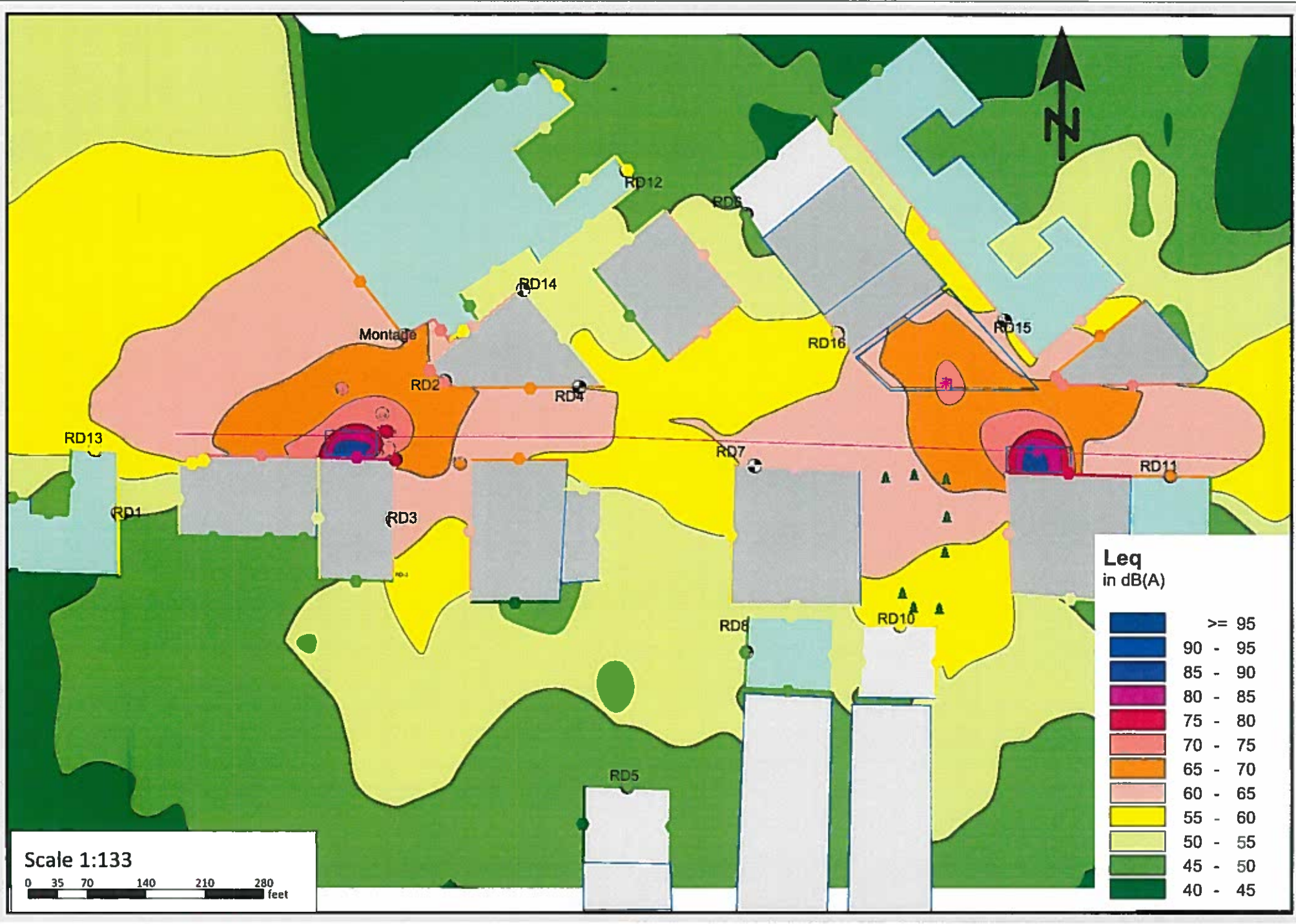
Calculated Sound Power Level after using Noise Silencer for the Vent intake

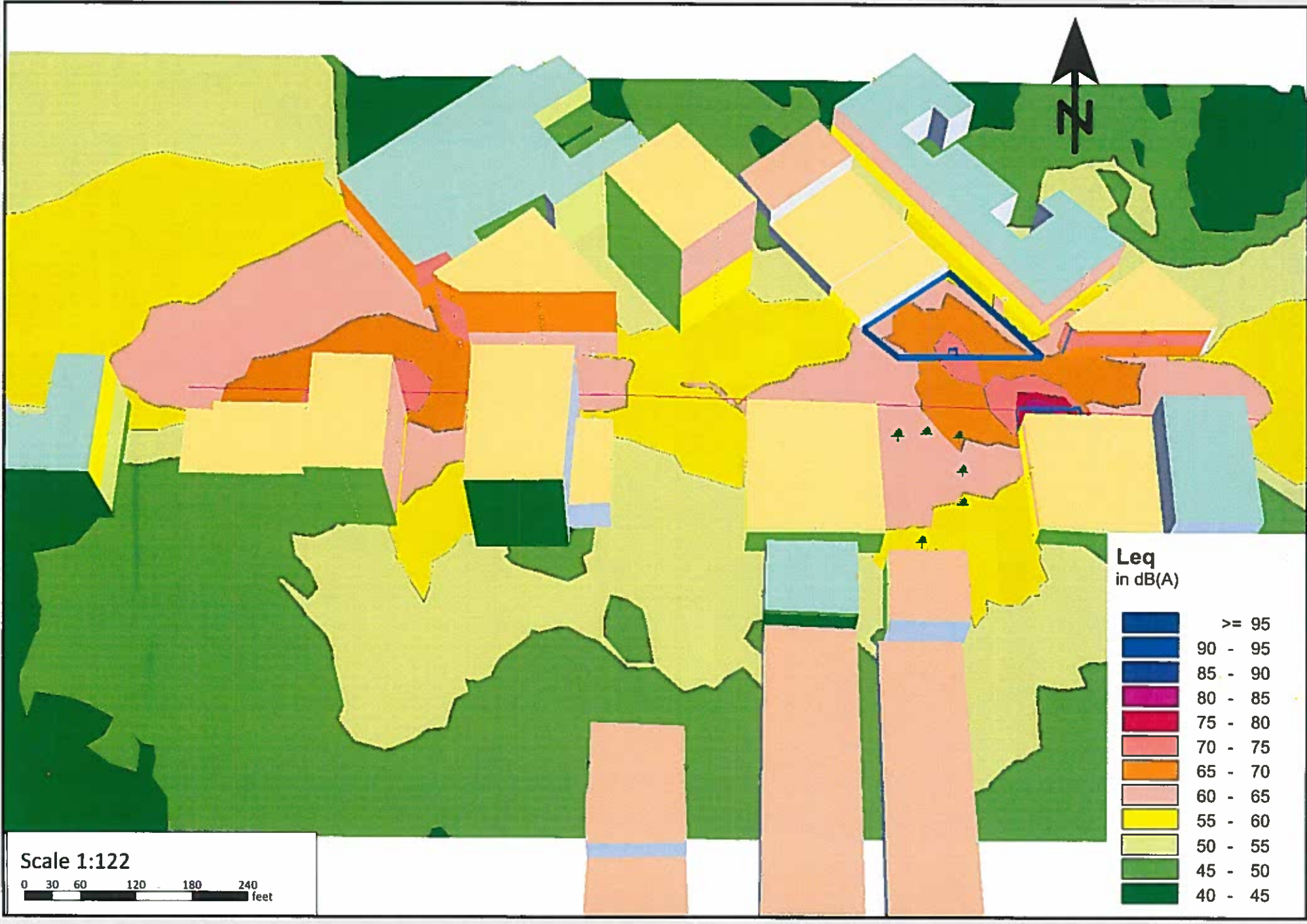


Receiver Point	Leq
L-1 (5ft)	59
RD-2	56
RD-2 (15 ft)	58
RD-3	50
L-1 (15 ft)	61
L-4 (5ft)	63.3
L-4 (15 ft)	66
L-5 (5ft)	56
L-5 (15 ft)	58
L-6 (5ft)	79
L-7 (5ft)	69
L-8 (5ft)	72.2

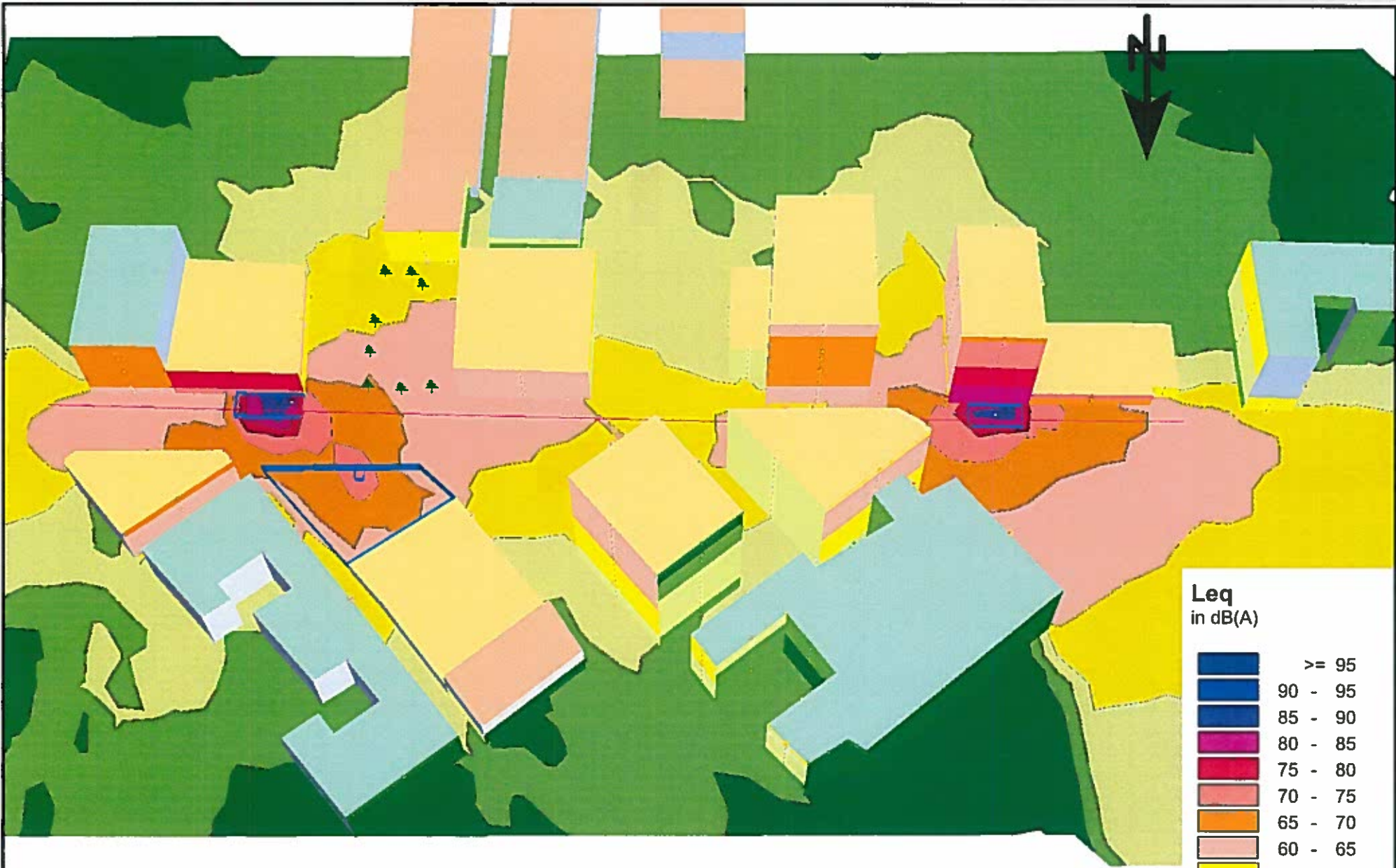
## **APPENDIX E - RESULTS**











**Leq**  
in dB(A)

Dark Blue	>= 95
Blue	90 - 95
Dark Blue-Gray	85 - 90
Purple	80 - 85
Red	75 - 80
Red-Orange	70 - 75
Orange	65 - 70
Light Orange	60 - 65
Yellow	55 - 60
Light Green	50 - 55
Green	45 - 50
Dark Green	40 - 45

Scale 1:122



## RD 1 Weekday

Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	71	50	No
12:15:00 AM	70	50	No
12:30:00 AM	69	50	No
12:45:00 AM	69	50	No
1:00:00 AM	72	50	No
1:15:00 AM	68	50	No
1:30:00 AM	73	50	No
1:45:00 AM	70	50	No
2:00:00 AM	73	50	No
2:15:00 AM	67	50	No
2:30:00 AM	69	50	No
2:45:00 AM	68	50	No
3:00:00 AM	69	50	No
3:15:00 AM	70	50	No
3:30:00 AM	67	50	No
3:45:00 AM	67	50	No
4:00:00 AM	66	50	No
4:15:00 AM	70	50	No
4:30:00 AM	70	50	No
4:45:00 AM	71	50	No
5:00:00 AM	74	50	No
5:15:00 AM	74	50	No
5:30:00 AM	73	50	No
5:45:00 AM	72	50	No
6:00:00 AM	74	50	No
6:15:00 AM	76	50	No
6:30:00 AM	76	50	No
6:45:00 AM	76	50	No
7:00:00 AM	76	50	No
7:15:00 AM	75	50	No
7:30:00 AM	78	50	No
7:45:00 AM	76	50	No
8:00:00 AM	78	50	No
8:15:00 AM	77	50	No
8:30:00 AM	76	50	No
8:45:00 AM	76	50	No
9:00:00 AM	77	50	No
9:15:00 AM	86	50	No
9:30:00 AM	76	50	No
9:45:00 AM	76	50	No
10:00:00 AM	75	50	No
10:15:00 AM	76	50	No
10:30:00 AM	75	50	No
10:45:00 AM	74	50	No
11:00:00 AM	75	50	No
11:15:00 AM	75	50	No
11:30:00 AM	76	50	No
11:45:00 AM	75	50	No
12:00:00 PM	74	50	No
12:15:00 PM	75	50	No
12:30:00 PM	75	50	No
12:45:00 PM	75	50	No
1:00:00 PM	75	50	No
1:15:00 PM	77	50	No
1:30:00 PM	74	50	No
1:45:00 PM	83	50	No
2:00:00 PM	75	50	No
2:15:00 PM	74	50	No
2:30:00 PM	74	50	No

RD 1 Weekday			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:45:00 PM	74	50	No
3:00:00 PM	74	50	No
3:15:00 PM	75	50	No
3:30:00 PM	75	50	No
3:45:00 PM	74	50	No
4:00:00 PM	74	50	No
4:15:00 PM	75	50	No
4:30:00 PM	77	50	No
4:45:00 PM	75	50	No
5:00:00 PM	75	50	No
5:15:00 PM	81	50	No
5:30:00 PM	80	50	No
5:45:00 PM	80	50	No
6:00:00 PM	81	50	No
6:15:00 PM	74	50	No
6:30:00 PM	75	50	No
6:45:00 PM	81	50	No
7:00:00 PM	75	50	No
7:15:00 PM	77	50	No
7:30:00 PM	74	50	No
7:45:00 PM	74	50	No
8:00:00 PM	83	50	No
8:15:00 PM	75	50	No
8:30:00 PM	74	50	No
8:45:00 PM	75	50	No
9:00:00 PM	74	50	No
9:15:00 PM	75	50	No
9:30:00 PM	73	50	No
9:45:00 PM	75	50	No
10:00:00 PM	73	50	No
10:15:00 PM	73	50	No
10:30:00 PM	75	50	No
10:45:00 PM	72	50	No
11:00:00 PM	72	50	No
11:15:00 PM	73	50	No
11:30:00 PM	71	50	No
11:45:00 PM	71	50	No

RD1 Weekend			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	71	50	No
12:15:00 AM	70	50	No
12:30:00 AM	71	50	No
12:45:00 AM	70	50	No
1:00:00 AM	69	50	No
1:15:00 AM	70	50	No
1:30:00 AM	69	50	No
1:45:00 AM	68	50	No
2:00:00 AM	68	50	No
2:15:00 AM	72	50	No
2:30:00 AM	68	50	No
2:45:00 AM	69	50	No
3:00:00 AM	76	50	No
3:15:00 AM	67	50	No
3:30:00 AM	76	50	No
3:45:00 AM	66	50	No
4:00:00 AM	65	50	No
4:15:00 AM	69	50	No
4:30:00 AM	67	50	No
4:45:00 AM	70	50	No
5:00:00 AM	66	50	No
5:15:00 AM	67	50	No
5:30:00 AM	66	50	No
5:45:00 AM	68	50	No
6:00:00 AM	70	50	No
6:15:00 AM	70	50	No
6:30:00 AM	70	50	No
6:45:00 AM	70	50	No
7:00:00 AM	70	50	No
7:15:00 AM	70	50	No
7:30:00 AM	71	50	No
7:45:00 AM	71	50	No
8:00:00 AM	71	50	No
8:15:00 AM	72	50	No
8:30:00 AM	71	50	No
8:45:00 AM	71	50	No
9:00:00 AM	72	50	No
9:15:00 AM	72	50	No
9:30:00 AM	72	50	No
9:45:00 AM	73	50	No
10:00:00 AM	72	50	No
10:15:00 AM	72	50	No
10:30:00 AM	74	50	No
10:45:00 AM	73	50	No
11:00:00 AM	74	50	No
11:15:00 AM	74	50	No
11:30:00 AM	73	50	No
11:45:00 AM	84	50	No
12:00:00 PM	73	50	No
12:15:00 PM	74	50	No
12:30:00 PM	73	50	No
12:45:00 PM	73	50	No
1:00:00 PM	73	50	No
1:15:00 PM	72	50	No
1:30:00 PM	74	50	No
1:45:00 PM	73	50	No
2:00:00 PM	72	50	No

RDI Weekend			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	73	50	No
2:30:00 PM	73	50	No
2:45:00 PM	72	50	No
3:00:00 PM	82	50	No
3:15:00 PM	72	50	No
3:30:00 PM	72	50	No
3:45:00 PM	76	50	No
4:00:00 PM	78	50	No
4:15:00 PM	74	50	No
4:30:00 PM	73	50	No
4:45:00 PM	77	50	No
5:00:00 PM	73	50	No
5:15:00 PM	72	50	No
5:30:00 PM	72	50	No
5:45:00 PM	74	50	No
6:00:00 PM	73	50	No
6:15:00 PM	73	50	No
6:30:00 PM	76	50	No
6:45:00 PM	72	50	No
7:00:00 PM	74	50	No
7:15:00 PM	74	50	No
7:30:00 PM	74	50	No
7:45:00 PM	75	50	No
8:00:00 PM	74	50	No
8:15:00 PM	75	50	No
8:30:00 PM	76	50	No
8:45:00 PM	73	50	No
9:00:00 PM	75	50	No
9:15:00 PM	74	50	No
9:30:00 PM	75	50	No
9:45:00 PM	75	50	No
10:00:00 PM	72	50	No
10:15:00 PM	74	50	No
10:30:00 PM	73	50	No
10:45:00 PM	73	50	No
11:00:00 PM	72	50	No
11:15:00 PM	80	50	No
11:30:00 PM	75	50	No
11:45:00 PM	72	50	No

RD2 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	74	65	No
12:15:00 AM	75	65	No
12:30:00 AM	73	65	No
12:45:00 AM	83	65	No
1:00:00 AM	73	65	No
1:15:00 AM	71	65	No
1:30:00 AM	79	65	No
1:45:00 AM	80	65	No
2:00:00 AM	71	65	No
2:15:00 AM	73	65	No
2:30:00 AM	71	65	No
2:45:00 AM	70	65	No
3:00:00 AM	76	65	No
3:15:00 AM	73	65	No
3:30:00 AM	69	65	No
3:45:00 AM	71	65	No
4:00:00 AM	71	65	No
4:15:00 AM	71	65	No
4:30:00 AM	75	65	No
4:45:00 AM	74	65	No
5:00:00 AM	75	65	No
5:15:00 AM	75	65	No
5:30:00 AM	76	65	No
5:45:00 AM	77	65	No
6:00:00 AM	77	65	No
6:15:00 AM	79	65	No
6:30:00 AM	83	65	No
6:45:00 AM	80	65	No
7:00:00 AM	83	65	No
7:15:00 AM	80	65	No
7:30:00 AM	81	65	No
7:45:00 AM	82	65	No
8:00:00 AM	82	65	No
8:15:00 AM	80	65	No
8:30:00 AM	80	65	No
8:45:00 AM	81	65	No
9:00:00 AM	80	65	No
9:15:00 AM	81	65	No
9:30:00 AM	80	65	No
9:45:00 AM	80	65	No
10:00:00 AM	82	65	No
10:15:00 AM	80	65	No
10:30:00 AM	80	65	No
10:45:00 AM	80	65	No
11:00:00 AM	80	65	No
11:15:00 AM	79	65	No
11:30:00 AM	78	65	No
11:45:00 AM	79	65	No
12:00:00 PM	84	65	No
12:15:00 PM	81	65	No
12:30:00 PM	80	65	No
12:45:00 PM	79	65	No
1:00:00 PM	81	65	No
1:15:00 PM	80	65	No
1:30:00 PM	79	65	No
1:45:00 PM	80	65	No



RD2 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:00:00 PM	81	65	No
2:15:00 PM	79	65	No
2:30:00 PM	80	65	No
2:45:00 PM	80	65	No
3:00:00 PM	79	65	No
3:15:00 PM	79	65	No
3:30:00 PM	80	65	No
3:45:00 PM	80	65	No
4:00:00 PM	80	65	No
4:15:00 PM	78	65	No
4:30:00 PM	77	65	No
4:45:00 PM	79	65	No
5:00:00 PM	80	65	No
5:15:00 PM	81	65	No
5:30:00 PM	80	65	No
5:45:00 PM	80	65	No
6:00:00 PM	79	65	No
6:15:00 PM	78	65	No
6:30:00 PM	79	65	No
6:45:00 PM	79	65	No
7:00:00 PM	80	65	No
7:15:00 PM	78	65	No
7:30:00 PM	78	65	No
7:45:00 PM	78	65	No
8:00:00 PM	78	65	No
8:15:00 PM	79	65	No
8:30:00 PM	77	65	No
8:45:00 PM	80	65	No
9:00:00 PM	77	65	No
9:15:00 PM	78	65	No
9:30:00 PM	78	65	No
9:45:00 PM	77	65	No
10:00:00 PM	83	65	No
10:15:00 PM	78	65	No
10:30:00 PM	80	65	No
10:45:00 PM	76	65	No
11:00:00 PM	80	65	No
11:15:00 PM	78	65	No
11:30:00 PM	74	65	No
11:45:00 PM	74	65	No

RD2 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	81	65	No
12:15:00 AM	73	65	No
12:30:00 AM	74	65	No
12:45:00 AM	72	65	No
1:00:00 AM	71	65	No
1:15:00 AM	72	65	No
1:30:00 AM	72	65	No
1:45:00 AM	71	65	No
2:00:00 AM	71	65	No
2:15:00 AM	76	65	No
2:30:00 AM	74	65	No
2:45:00 AM	80	65	No
3:00:00 AM	75	65	No
3:15:00 AM	70	65	No
3:30:00 AM	70	65	No
3:45:00 AM	69	65	No
4:00:00 AM	67	65	No
4:15:00 AM	69	65	No
4:30:00 AM	69	65	No
4:45:00 AM	72	65	No
5:00:00 AM	67	65	No
5:15:00 AM	66	65	No
5:30:00 AM	71	65	No
5:45:00 AM	72	65	No
6:00:00 AM	70	65	No
6:15:00 AM	70	65	No
6:30:00 AM	71	65	No
6:45:00 AM	73	65	No
7:00:00 AM	81	65	No
7:15:00 AM	73	65	No
7:30:00 AM	74	65	No
7:45:00 AM	74	65	No
8:00:00 AM	75	65	No
8:15:00 AM	76	65	No
8:30:00 AM	76	65	No
8:45:00 AM	75	65	No
9:00:00 AM	75	65	No
9:15:00 AM	76	65	No
9:30:00 AM	76	65	No
9:45:00 AM	77	65	No
10:00:00 AM	76	65	No
10:15:00 AM	80	65	No
10:30:00 AM	77	65	No
10:45:00 AM	76	65	No
11:00:00 AM	77	65	No
11:15:00 AM	77	65	No
11:30:00 AM	78	65	No
11:45:00 AM	80	65	No
12:00:00 PM	78	65	No
12:15:00 PM	77	65	No
12:30:00 PM	79	65	No
12:45:00 PM	79	65	No
1:00:00 PM	78	65	No
1:15:00 PM	77	65	No
1:30:00 PM	76	65	No
1:45:00 PM	77	65	No

RD2 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:00:00 PM	77	65	No
2:15:00 PM	84	65	No
2:30:00 PM	78	65	No
2:45:00 PM	79	65	No
3:00:00 PM	85	65	No
3:15:00 PM	78	65	No
3:30:00 PM	77	65	No
3:45:00 PM	77	65	No
4:00:00 PM	81	65	No
4:15:00 PM	78	65	No
4:30:00 PM	79	65	No
4:45:00 PM	79	65	No
5:00:00 PM	79	65	No
5:15:00 PM	77	65	No
5:30:00 PM	77	65	No
5:45:00 PM	81	65	No
6:00:00 PM	77	65	No
6:15:00 PM	78	65	No
6:30:00 PM	76	65	No
6:45:00 PM	76	65	No
7:00:00 PM	78	65	No
7:15:00 PM	78	65	No
7:30:00 PM	84	65	No
7:45:00 PM	79	65	No
8:00:00 PM	80	65	No
8:15:00 PM	77	65	No
8:30:00 PM	80	65	No
8:45:00 PM	77	65	No
9:00:00 PM	78	65	No
9:15:00 PM	78	65	No
9:30:00 PM	83	65	No
9:45:00 PM	79	65	No
10:00:00 PM	77	65	No
10:15:00 PM	79	65	No
10:30:00 PM	77	65	No
10:45:00 PM	76	65	No
11:00:00 PM	76	65	No
11:15:00 PM	76	65	No
11:30:00 PM	76	65	No
11:45:00 PM	76	65	No

RD2 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	74	67	No
12:15:00 AM	74	67	No
12:30:00 AM	73	67	No
12:45:00 AM	83	67	No
1:00:00 AM	73	67	No
1:15:00 AM	71	67	No
1:30:00 AM	79	67	No
1:45:00 AM	80	67	No
2:00:00 AM	70	67	No
2:15:00 AM	72	67	No
2:30:00 AM	71	67	No
2:45:00 AM	70	67	No
3:00:00 AM	76	67	No
3:15:00 AM	72	67	No
3:30:00 AM	68	67	No
3:45:00 AM	70	67	No
4:00:00 AM	71	67	No
4:15:00 AM	71	67	No
4:30:00 AM	75	67	No
4:45:00 AM	74	67	No
5:00:00 AM	75	67	No
5:15:00 AM	75	67	No
5:30:00 AM	76	67	No
5:45:00 AM	77	67	No
6:00:00 AM	77	67	No
6:15:00 AM	79	67	No
6:30:00 AM	83	67	No
6:45:00 AM	80	67	No
7:00:00 AM	83	67	No
7:15:00 AM	80	67	No
7:30:00 AM	81	67	No
7:45:00 AM	81	67	No
8:00:00 AM	81	67	No
8:15:00 AM	80	67	No
8:30:00 AM	80	67	No
8:45:00 AM	80	67	No
9:00:00 AM	80	67	No
9:15:00 AM	80	67	No
9:30:00 AM	80	67	No
9:45:00 AM	80	67	No
10:00:00 AM	82	67	No
10:15:00 AM	79	67	No
10:30:00 AM	79	67	No
10:45:00 AM	79	67	No
11:00:00 AM	80	67	No
11:15:00 AM	79	67	No
11:30:00 AM	78	67	No
11:45:00 AM	79	67	No
12:00:00 PM	84	67	No
12:15:00 PM	81	67	No
12:30:00 PM	80	67	No
12:45:00 PM	78	67	No
1:00:00 PM	80	67	No
1:15:00 PM	80	67	No
1:30:00 PM	79	67	No
1:45:00 PM	79	67	No

<b>RD2 Elevated Receiver</b>			
<b>Time</b>	<b>Leq15 Threshold</b>	<b>Predicted</b>	<b>Exceedance (Yes/No)</b>
2:00:00 PM	81	67	No
2:15:00 PM	79	67	No
2:30:00 PM	80	67	No
2:45:00 PM	80	67	No
3:00:00 PM	79	67	No
3:15:00 PM	79	67	No
3:30:00 PM	79	67	No
3:45:00 PM	79	67	No
4:00:00 PM	80	67	No
4:15:00 PM	78	67	No
4:30:00 PM	77	67	No
4:45:00 PM	79	67	No
5:00:00 PM	80	67	No
5:15:00 PM	81	67	No
5:30:00 PM	80	67	No
5:45:00 PM	79	67	No
6:00:00 PM	79	67	No
6:15:00 PM	78	67	No
6:30:00 PM	79	67	No
6:45:00 PM	79	67	No
7:00:00 PM	79	67	No
7:15:00 PM	78	67	No
7:30:00 PM	78	67	No
7:45:00 PM	78	67	No
8:00:00 PM	78	67	No
8:15:00 PM	79	67	No
8:30:00 PM	77	67	No
8:45:00 PM	79	67	No
9:00:00 PM	77	67	No
9:15:00 PM	78	67	No
9:30:00 PM	77	67	No
9:45:00 PM	77	67	No
10:00:00 PM	82	67	No
10:15:00 PM	78	67	No
10:30:00 PM	80	67	No
10:45:00 PM	75	67	No
11:00:00 PM	80	67	No
11:15:00 PM	77	67	No
11:30:00 PM	74	67	No
11:45:00 PM	74	67	No

RD3 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	75	59	No
12:15:00 AM	72	59	No
12:30:00 AM	73	59	No
12:45:00 AM	70	59	No
1:00:00 AM	72	59	No
1:15:00 AM	70	59	No
1:30:00 AM	75	59	No
1:45:00 AM	70	59	No
2:00:00 AM	73	59	No
2:15:00 AM	70	59	No
2:30:00 AM	76	59	No
2:45:00 AM	79	59	No
3:00:00 AM	77	59	No
3:15:00 AM	67	59	No
3:30:00 AM	72	59	No
3:45:00 AM	66	59	No
4:00:00 AM	66	59	No
4:15:00 AM	67	59	No
4:30:00 AM	69	59	No
4:45:00 AM	72	59	No
5:00:00 AM	74	59	No
5:15:00 AM	75	59	No
5:30:00 AM	77	59	No
5:45:00 AM	77	59	No
6:00:00 AM	78	59	No
6:15:00 AM	79	59	No
6:30:00 AM	79	59	No
6:45:00 AM	78	59	No
7:00:00 AM	79	59	No
7:15:00 AM	79	59	No
7:30:00 AM	79	59	No
7:45:00 AM	78	59	No
8:00:00 AM	78	59	No
8:15:00 AM	79	59	No
8:30:00 AM	78	59	No
8:45:00 AM	77	59	No
9:00:00 AM	80	59	No
9:15:00 AM	80	59	No
9:30:00 AM	78	59	No
9:45:00 AM	77	59	No
10:00:00 AM	78	59	No
10:15:00 AM	77	59	No
10:30:00 AM	77	59	No
10:45:00 AM	77	59	No
11:00:00 AM	78	59	No
11:15:00 AM	77	59	No
11:30:00 AM	85	59	No
11:45:00 AM	77	59	No
12:00:00 PM	78	59	No
12:15:00 PM	78	59	No
12:30:00 PM	78	59	No
12:45:00 PM	78	59	No
1:00:00 PM	78	59	No
1:15:00 PM	77	59	No
1:30:00 PM	79	59	No
1:45:00 PM	79	59	No
2:00:00 PM	78	59	No

RD3 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	78	59	No
2:30:00 PM	78	59	No
2:45:00 PM	79	59	No
3:00:00 PM	78	59	No
3:15:00 PM	78	59	No
3:30:00 PM	80	59	No
3:45:00 PM	78	59	No
4:00:00 PM	78	59	No
4:15:00 PM	79	59	No
4:30:00 PM	79	59	No
4:45:00 PM	79	59	No
5:00:00 PM	80	59	No
5:15:00 PM	80	59	No
5:30:00 PM	81	59	No
5:45:00 PM	79	59	No
6:00:00 PM	81	59	No
6:15:00 PM	79	59	No
6:30:00 PM	78	59	No
6:45:00 PM	82	59	No
7:00:00 PM	78	59	No
7:15:00 PM	80	59	No
7:30:00 PM	80	59	No
7:45:00 PM	79	59	No
8:00:00 PM	82	59	No
8:15:00 PM	80	59	No
8:30:00 PM	79	59	No
8:45:00 PM	78	59	No
9:00:00 PM	81	59	No
9:15:00 PM	76	59	No
9:30:00 PM	78	59	No
9:45:00 PM	77	59	No
10:00:00 PM	76	59	No
10:15:00 PM	78	59	No
10:30:00 PM	79	59	No
10:45:00 PM	75	59	No
11:00:00 PM	76	59	No
11:15:00 PM	75	59	No
11:30:00 PM	74	59	No
11:45:00 PM	75	59	No

RD3 Weekend			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	75	59	No
12:15:00 AM	74	59	No
12:30:00 AM	74	59	No
12:45:00 AM	72	59	No
1:00:00 AM	71	59	No
1:15:00 AM	67	59	No
1:30:00 AM	67	59	No
1:45:00 AM	67	59	No
2:00:00 AM	72	59	No
2:15:00 AM	70	59	No
2:30:00 AM	71	59	No
2:45:00 AM	75	59	No
3:00:00 AM	72	59	No
3:15:00 AM	61	59	No
3:30:00 AM	66	59	No
3:45:00 AM	64	59	No
4:00:00 AM	64	59	No
4:15:00 AM	60	59	No
4:30:00 AM	60	59	No
4:45:00 AM	63	59	No
5:00:00 AM	65	59	No
5:15:00 AM	65	59	No
5:30:00 AM	69	59	No
5:45:00 AM	69	59	No
6:00:00 AM	70	59	No
6:15:00 AM	71	59	No
6:30:00 AM	72	59	No
6:45:00 AM	71	59	No
7:00:00 AM	72	59	No
7:15:00 AM	71	59	No
7:30:00 AM	72	59	No
7:45:00 AM	70	59	No
8:00:00 AM	72	59	No
8:15:00 AM	72	59	No
8:30:00 AM	73	59	No
8:45:00 AM	73	59	No
9:00:00 AM	72	59	No
9:15:00 AM	72	59	No
9:30:00 AM	73	59	No
9:45:00 AM	73	59	No
10:00:00 AM	72	59	No
10:15:00 AM	74	59	No
10:30:00 AM	76	59	No
10:45:00 AM	73	59	No
11:00:00 AM	72	59	No
11:15:00 AM	78	59	No
11:30:00 AM	77	59	No
11:45:00 AM	78	59	No
12:00:00 PM	78	59	No
12:15:00 PM	77	59	No
12:30:00 PM	80	59	No
12:45:00 PM	78	59	No
1:00:00 PM	80	59	No
1:15:00 PM	76	59	No
1:30:00 PM	76	59	No
1:45:00 PM	76	59	No
2:00:00 PM	76	59	No



RD3 Weekend			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	77	59	No
2:30:00 PM	78	59	No
2:45:00 PM	78	59	No
3:00:00 PM	78	59	No
3:15:00 PM	79	59	No
3:30:00 PM	77	59	No
3:45:00 PM	79	59	No
4:00:00 PM	81	59	No
4:15:00 PM	78	59	No
4:30:00 PM	78	59	No
4:45:00 PM	80	59	No
5:00:00 PM	81	59	No
5:15:00 PM	81	59	No
5:30:00 PM	79	59	No
5:45:00 PM	80	59	No
6:00:00 PM	79	59	No
6:15:00 PM	78	59	No
6:30:00 PM	79	59	No
6:45:00 PM	77	59	No
7:00:00 PM	78	59	No
7:15:00 PM	80	59	No
7:30:00 PM	79	59	No
7:45:00 PM	81	59	No
8:00:00 PM	78	59	No
8:15:00 PM	77	59	No
8:30:00 PM	83	59	No
8:45:00 PM	77	59	No
9:00:00 PM	77	59	No
9:15:00 PM	77	59	No
9:30:00 PM	80	59	No
9:45:00 PM	81	59	No
10:00:00 PM	77	59	No
10:15:00 PM	78	59	No
10:30:00 PM	76	59	No
10:45:00 PM	77	59	No
11:00:00 PM	78	59	No
11:15:00 PM	76	59	No
11:30:00 PM	76	59	No
11:45:00 PM	77	59	No

RD4 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	79	59	No
12:15:00 AM	78	59	No
12:30:00 AM	75	59	No
12:45:00 AM	87	59	No
1:00:00 AM	75	59	No
1:15:00 AM	73	59	No
1:30:00 AM	85	59	No
1:45:00 AM	83	59	No
2:00:00 AM	73	59	No
2:15:00 AM	74	59	No
2:30:00 AM	74	59	No
2:45:00 AM	74	59	No
3:00:00 AM	78	59	No
3:15:00 AM	75	59	No
3:30:00 AM	72	59	No
3:45:00 AM	72	59	No
4:00:00 AM	73	59	No
4:15:00 AM	74	59	No
4:30:00 AM	76	59	No
4:45:00 AM	78	59	No
5:00:00 AM	77	59	No
5:15:00 AM	80	59	No
5:30:00 AM	80	59	No
5:45:00 AM	81	59	No
6:00:00 AM	81	59	No
6:15:00 AM	81	59	No
6:30:00 AM	82	59	No
6:45:00 AM	83	59	No
7:00:00 AM	82	59	No
7:15:00 AM	83	59	No
7:30:00 AM	84	59	No
7:45:00 AM	84	59	No
8:00:00 AM	83	59	No
8:15:00 AM	83	59	No
8:30:00 AM	83	59	No
8:45:00 AM	84	59	No
9:00:00 AM	83	59	No
9:15:00 AM	84	59	No
9:30:00 AM	83	59	No
9:45:00 AM	82	59	No
10:00:00 AM	86	59	No
10:15:00 AM	83	59	No
10:30:00 AM	82	59	No
10:45:00 AM	83	59	No
11:00:00 AM	81	59	No
11:15:00 AM	81	59	No
11:30:00 AM	82	59	No
11:45:00 AM	82	59	No
12:00:00 PM	85	59	No
12:15:00 PM	82	59	No
12:30:00 PM	81	59	No
12:45:00 PM	81	59	No
1:00:00 PM	83	59	No
1:15:00 PM	83	59	No
1:30:00 PM	82	59	No
1:45:00 PM	82	59	No
2:00:00 PM	83	59	No

RD4 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	81	59	No
2:30:00 PM	83	59	No
2:45:00 PM	84	59	No
3:00:00 PM	82	59	No
3:15:00 PM	81	59	No
3:30:00 PM	83	59	No
3:45:00 PM	82	59	No
4:00:00 PM	83	59	No
4:15:00 PM	81	59	No
4:30:00 PM	81	59	No
4:45:00 PM	81	59	No
5:00:00 PM	82	59	No
5:15:00 PM	82	59	No
5:30:00 PM	81	59	No
5:45:00 PM	82	59	No
6:00:00 PM	83	59	No
6:15:00 PM	79	59	No
6:30:00 PM	80	59	No
6:45:00 PM	79	59	No
7:00:00 PM	81	59	No
7:15:00 PM	81	59	No
7:30:00 PM	80	59	No
7:45:00 PM	80	59	No
8:00:00 PM	80	59	No
8:15:00 PM	80	59	No
8:30:00 PM	80	59	No
8:45:00 PM	79	59	No
9:00:00 PM	79	59	No
9:15:00 PM	80	59	No
9:30:00 PM	82	59	No
9:45:00 PM	78	59	No
10:00:00 PM	88	59	No
10:15:00 PM	79	59	No
10:30:00 PM	84	59	No
10:45:00 PM	78	59	No
11:00:00 PM	78	59	No
11:15:00 PM	78	59	No
11:30:00 PM	77	59	No
11:45:00 PM	77	59	No

<b>RD4 Weekends</b>			
<b>Time</b>	<b>Leq15 Threshold</b>	<b>Predicted</b>	<b>Exceedance (Yes/No)</b>
12:00:00 AM	76	59	No
12:15:00 AM	77	59	No
12:30:00 AM	76	59	No
12:45:00 AM	75	59	No
1:00:00 AM	74	59	No
1:15:00 AM	74	59	No
1:30:00 AM	75	59	No
1:45:00 AM	73	59	No
2:00:00 AM	73	59	No
2:15:00 AM	76	59	No
2:30:00 AM	73	59	No
2:45:00 AM	74	59	No
3:00:00 AM	75	59	No
3:15:00 AM	75	59	No
3:30:00 AM	74	59	No
3:45:00 AM	71	59	No
4:00:00 AM	70	59	No
4:15:00 AM	70	59	No
4:30:00 AM	71	59	No
4:45:00 AM	74	59	No
5:00:00 AM	69	59	No
5:15:00 AM	69	59	No
5:30:00 AM	72	59	No
5:45:00 AM	72	59	No
6:00:00 AM	71	59	No
6:15:00 AM	73	59	No
6:30:00 AM	74	59	No
6:45:00 AM	75	59	No
7:00:00 AM	76	59	No
7:15:00 AM	76	59	No
7:30:00 AM	76	59	No
7:45:00 AM	76	59	No
8:00:00 AM	77	59	No
8:15:00 AM	77	59	No
8:30:00 AM	77	59	No
8:45:00 AM	77	59	No
9:00:00 AM	78	59	No
9:15:00 AM	77	59	No
9:30:00 AM	77	59	No
9:45:00 AM	79	59	No
10:00:00 AM	78	59	No
10:15:00 AM	78	59	No
10:30:00 AM	78	59	No
10:45:00 AM	78	59	No
11:00:00 AM	78	59	No
11:15:00 AM	78	59	No
11:30:00 AM	78	59	No
11:45:00 AM	83	59	No
12:00:00 PM	78	59	No
12:15:00 PM	78	59	No
12:30:00 PM	79	59	No
12:45:00 PM	79	59	No
1:00:00 PM	79	59	No
1:15:00 PM	78	59	No
1:30:00 PM	78	59	No
1:45:00 PM	78	59	No
2:00:00 PM	78	59	No

RD4 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	79	59	No
2:30:00 PM	78	59	No
2:45:00 PM	79	59	No
3:00:00 PM	81	59	No
3:15:00 PM	78	59	No
3:30:00 PM	78	59	No
3:45:00 PM	77	59	No
4:00:00 PM	83	59	No
4:15:00 PM	77	59	No
4:30:00 PM	79	59	No
4:45:00 PM	81	59	No
5:00:00 PM	78	59	No
5:15:00 PM	77	59	No
5:30:00 PM	78	59	No
5:45:00 PM	79	59	No
6:00:00 PM	77	59	No
6:15:00 PM	78	59	No
6:30:00 PM	77	59	No
6:45:00 PM	78	59	No
7:00:00 PM	79	59	No
7:15:00 PM	80	59	No
7:30:00 PM	80	59	No
7:45:00 PM	79	59	No
8:00:00 PM	79	59	No
8:15:00 PM	79	59	No
8:30:00 PM	79	59	No
8:45:00 PM	79	59	No
9:00:00 PM	79	59	No
9:15:00 PM	79	59	No
9:30:00 PM	78	59	No
9:45:00 PM	79	59	No
10:00:00 PM	78	59	No
10:15:00 PM	78	59	No
10:30:00 PM	78	59	No
10:45:00 PM	78	59	No
11:00:00 PM	77	59	No
11:15:00 PM	78	59	No
11:30:00 PM	78	59	No
11:45:00 PM	80	59	No

RD5 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	61	47	No
12:15:00 AM	64	47	No
12:30:00 AM	60	47	No
12:45:00 AM	62	47	No
1:00:00 AM	60	47	No
1:15:00 AM	58	47	No
1:30:00 AM	58	47	No
1:45:00 AM	60	47	No
2:00:00 AM	58	47	No
2:15:00 AM	58	47	No
2:30:00 AM	59	47	No
2:45:00 AM	59	47	No
3:00:00 AM	57	47	No
3:15:00 AM	55	47	No
3:30:00 AM	55	47	No
3:45:00 AM	55	47	No
4:00:00 AM	55	47	No
4:15:00 AM	55	47	No
4:30:00 AM	56	47	No
4:45:00 AM	56	47	No
5:00:00 AM	56	47	No
5:15:00 AM	60	47	No
5:30:00 AM	59	47	No
5:45:00 AM	62	47	No
6:00:00 AM	60	47	No
6:15:00 AM	60	47	No
6:30:00 AM	63	47	No
6:45:00 AM	64	47	No
7:00:00 AM	62	47	No
7:15:00 AM	63	47	No
7:30:00 AM	63	47	No
7:45:00 AM	63	47	No
8:00:00 AM	66	47	No
8:15:00 AM	65	47	No
8:30:00 AM	69	47	No
8:45:00 AM	66	47	No
9:00:00 AM	69	47	No
9:15:00 AM	73	47	No
9:30:00 AM	67	47	No
9:45:00 AM	66	47	No
10:00:00 AM	68	47	No
10:15:00 AM	68	47	No
10:30:00 AM	66	47	No
10:45:00 AM	68	47	No
11:00:00 AM	66	47	No
11:15:00 AM	70	47	No
11:30:00 AM	68	47	No
11:45:00 AM	66	47	No
12:00:00 PM	66	47	No
12:15:00 PM	66	47	No
12:30:00 PM	68	47	No
12:45:00 PM	66	47	No
1:00:00 PM	66	47	No
1:15:00 PM	68	47	No
1:30:00 PM	68	47	No
1:45:00 PM	73	47	No
2:00:00 PM	67	47	No

RDS Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	67	47	No
2:30:00 PM	66	47	No
2:45:00 PM	67	47	No
3:00:00 PM	67	47	No
3:15:00 PM	66	47	No
3:30:00 PM	68	47	No
3:45:00 PM	68	47	No
4:00:00 PM	73	47	No
4:15:00 PM	72	47	No
4:30:00 PM	74	47	No
4:45:00 PM	74	47	No
5:00:00 PM	77	47	No
5:15:00 PM	70	47	No
5:30:00 PM	71	47	No
5:45:00 PM	67	47	No
6:00:00 PM	68	47	No
6:15:00 PM	68	47	No
6:30:00 PM	82	47	No
6:45:00 PM	72	47	No
7:00:00 PM	65	47	No
7:15:00 PM	65	47	No
7:30:00 PM	67	47	No
7:45:00 PM	65	47	No
8:00:00 PM	72	47	No
8:15:00 PM	67	47	No
8:30:00 PM	67	47	No
8:45:00 PM	66	47	No
9:00:00 PM	64	47	No
9:15:00 PM	64	47	No
9:30:00 PM	63	47	No
9:45:00 PM	64	47	No
10:00:00 PM	63	47	No
10:15:00 PM	64	47	No
10:30:00 PM	65	47	No
10:45:00 PM	62	47	No
11:00:00 PM	62	47	No
11:15:00 PM	62	47	No
11:30:00 PM	62	47	No
11:45:00 PM	63	47	No



RDS Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	62	47	No
12:15:00 AM	68	47	No
12:30:00 AM	63	47	No
12:45:00 AM	60	47	No
1:00:00 AM	60	47	No
1:15:00 AM	60	47	No
1:30:00 AM	60	47	No
1:45:00 AM	59	47	No
2:00:00 AM	59	47	No
2:15:00 AM	62	47	No
2:30:00 AM	59	47	No
2:45:00 AM	63	47	No
3:00:00 AM	60	47	No
3:15:00 AM	62	47	No
3:30:00 AM	59	47	No
3:45:00 AM	59	47	No
4:00:00 AM	58	47	No
4:15:00 AM	56	47	No
4:30:00 AM	57	47	No
4:45:00 AM	58	47	No
5:00:00 AM	57	47	No
5:15:00 AM	54	47	No
5:30:00 AM	56	47	No
5:45:00 AM	57	47	No
6:00:00 AM	55	47	No
6:15:00 AM	57	47	No
6:30:00 AM	59	47	No
6:45:00 AM	61	47	No
7:00:00 AM	61	47	No
7:15:00 AM	61	47	No
7:30:00 AM	61	47	No
7:45:00 AM	62	47	No
8:00:00 AM	63	47	No
8:15:00 AM	64	47	No
8:30:00 AM	63	47	No
8:45:00 AM	62	47	No
9:00:00 AM	62	47	No
9:15:00 AM	62	47	No
9:30:00 AM	62	47	No
9:45:00 AM	64	47	No
10:00:00 AM	65	47	No
10:15:00 AM	64	47	No
10:30:00 AM	64	47	No
10:45:00 AM	64	47	No
11:00:00 AM	64	47	No
11:15:00 AM	64	47	No
11:30:00 AM	64	47	No
11:45:00 AM	69	47	No
12:00:00 PM	63	47	No
12:15:00 PM	66	47	No
12:30:00 PM	65	47	No
12:45:00 PM	66	47	No
1:00:00 PM	64	47	No
1:15:00 PM	64	47	No
1:30:00 PM	65	47	No
1:45:00 PM	64	47	No
2:00:00 PM	65	47	No

RDS Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	64	47	No
2:30:00 PM	64	47	No
2:45:00 PM	65	47	No
3:00:00 PM	72	47	No
3:15:00 PM	64	47	No
3:30:00 PM	66	47	No
3:45:00 PM	64	47	No
4:00:00 PM	72	47	No
4:15:00 PM	64	47	No
4:30:00 PM	68	47	No
4:45:00 PM	70	47	No
5:00:00 PM	65	47	No
5:15:00 PM	65	47	No
5:30:00 PM	65	47	No
5:45:00 PM	65	47	No
6:00:00 PM	64	47	No
6:15:00 PM	64	47	No
6:30:00 PM	65	47	No
6:45:00 PM	65	47	No
7:00:00 PM	67	47	No
7:15:00 PM	65	47	No
7:30:00 PM	67	47	No
7:45:00 PM	65	47	No
8:00:00 PM	66	47	No
8:15:00 PM	65	47	No
8:30:00 PM	66	47	No
8:45:00 PM	64	47	No
9:00:00 PM	65	47	No
9:15:00 PM	65	47	No
9:30:00 PM	65	47	No
9:45:00 PM	64	47	No
10:00:00 PM	64	47	No
10:15:00 PM	65	47	No
10:30:00 PM	64	47	No
10:45:00 PM	63	47	No
11:00:00 PM	62	47	No
11:15:00 PM	63	47	No
11:30:00 PM	62	47	No
11:45:00 PM	64	47	No

RD6 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	71	49	No
12:15:00 AM	72	49	No
12:30:00 AM	69	49	No
12:45:00 AM	71	49	No
1:00:00 AM	69	49	No
1:15:00 AM	66	49	No
1:30:00 AM	66	49	No
1:45:00 AM	66	49	No
2:00:00 AM	72	49	No
2:15:00 AM	69	49	No
2:30:00 AM	71	49	No
2:45:00 AM	62	49	No
3:00:00 AM	71	49	No
3:15:00 AM	64	49	No
3:30:00 AM	62	49	No
3:45:00 AM	70	49	No
4:00:00 AM	64	49	No
4:15:00 AM	68	49	No
4:30:00 AM	67	49	No
4:45:00 AM	68	49	No
5:00:00 AM	71	49	No
5:15:00 AM	72	49	No
5:30:00 AM	73	49	No
5:45:00 AM	71	49	No
6:00:00 AM	74	49	No
6:15:00 AM	76	49	No
6:30:00 AM	78	49	No
6:45:00 AM	75	49	No
7:00:00 AM	76	49	No
7:15:00 AM	81	49	No
7:30:00 AM	76	49	No
7:45:00 AM	76	49	No
8:00:00 AM	77	49	No
8:15:00 AM	75	49	No
8:30:00 AM	75	49	No
8:45:00 AM	80	49	No
9:00:00 AM	76	49	No
9:15:00 AM	79	49	No
9:30:00 AM	76	49	No
9:45:00 AM	75	49	No
10:00:00 AM	77	49	No
10:15:00 AM	75	49	No
10:30:00 AM	75	49	No
10:45:00 AM	75	49	No
11:00:00 AM	77	49	No
11:15:00 AM	76	49	No
11:30:00 AM	75	49	No
11:45:00 AM	76	49	No
12:00:00 PM	76	49	No
12:15:00 PM	76	49	No
12:30:00 PM	76	49	No
12:45:00 PM	77	49	No
1:00:00 PM	76	49	No
1:15:00 PM	76	49	No
1:30:00 PM	74	49	No
1:45:00 PM	77	49	No
2:00:00 PM	74	49	No

RD6 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	75	49	No
2:30:00 PM	74	49	No
2:45:00 PM	75	49	No
3:00:00 PM	78	49	No
3:15:00 PM	75	49	No
3:30:00 PM	75	49	No
3:45:00 PM	75	49	No
4:00:00 PM	77	49	No
4:15:00 PM	76	49	No
4:30:00 PM	74	49	No
4:45:00 PM	76	49	No
5:00:00 PM	74	49	No
5:15:00 PM	76	49	No
5:30:00 PM	76	49	No
5:45:00 PM	77	49	No
6:00:00 PM	78	49	No
6:15:00 PM	76	49	No
6:30:00 PM	83	49	No
6:45:00 PM	78	49	No
7:00:00 PM	75	49	No
7:15:00 PM	75	49	No
7:30:00 PM	76	49	No
7:45:00 PM	77	49	No
8:00:00 PM	85	49	No
8:15:00 PM	75	49	No
8:30:00 PM	76	49	No
8:45:00 PM	76	49	No
9:00:00 PM	75	49	No
9:15:00 PM	76	49	No
9:30:00 PM	75	49	No
9:45:00 PM	80	49	No
10:00:00 PM	74	49	No
10:15:00 PM	75	49	No
10:30:00 PM	76	49	No
10:45:00 PM	74	49	No
11:00:00 PM	71	49	No
11:15:00 PM	73	49	No
11:30:00 PM	70	49	No
11:45:00 PM	76	49	No

RD6 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	70	49	No
12:15:00 AM	73	49	No
12:30:00 AM	74	49	No
12:45:00 AM	71	49	No
1:00:00 AM	68	49	No
1:15:00 AM	69	49	No
1:30:00 AM	77	49	No
1:45:00 AM	67	49	No
2:00:00 AM	74	49	No
2:15:00 AM	80	49	No
2:30:00 AM	72	49	No
2:45:00 AM	73	49	No
3:00:00 AM	78	49	No
3:15:00 AM	78	49	No
3:30:00 AM	73	49	No
3:45:00 AM	69	49	No
4:00:00 AM	75	49	No
4:15:00 AM	72	49	No
4:30:00 AM	72	49	No
4:45:00 AM	72	49	No
5:00:00 AM	62	49	No
5:15:00 AM	64	49	No
5:30:00 AM	66	49	No
5:45:00 AM	68	49	No
6:00:00 AM	64	49	No
6:15:00 AM	74	49	No
6:30:00 AM	68	49	No
6:45:00 AM	69	49	No
7:00:00 AM	69	49	No
7:15:00 AM	69	49	No
7:30:00 AM	71	49	No
7:45:00 AM	69	49	No
8:00:00 AM	73	49	No
8:15:00 AM	70	49	No
8:30:00 AM	73	49	No
8:45:00 AM	71	49	No
9:00:00 AM	71	49	No
9:15:00 AM	71	49	No
9:30:00 AM	72	49	No
9:45:00 AM	73	49	No
10:00:00 AM	73	49	No
10:15:00 AM	75	49	No
10:30:00 AM	74	49	No
10:45:00 AM	75	49	No
11:00:00 AM	71	49	No
11:15:00 AM	71	49	No
11:30:00 AM	72	49	No
11:45:00 AM	74	49	No
12:00:00 PM	74	49	No
12:15:00 PM	72	49	No
12:30:00 PM	73	49	No
12:45:00 PM	75	49	No
1:00:00 PM	74	49	No
1:15:00 PM	74	49	No
1:30:00 PM	74	49	No
1:45:00 PM	75	49	No
2:00:00 PM	75	49	No

RD6 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	74	49	No
2:30:00 PM	73	49	No
2:45:00 PM	72	49	No
3:00:00 PM	75	49	No
3:15:00 PM	74	49	No
3:30:00 PM	73	49	No
3:45:00 PM	72	49	No
4:00:00 PM	75	49	No
4:15:00 PM	76	49	No
4:30:00 PM	73	49	No
4:45:00 PM	74	49	No
5:00:00 PM	73	49	No
5:15:00 PM	74	49	No
5:30:00 PM	74	49	No
5:45:00 PM	73	49	No
6:00:00 PM	72	49	No
6:15:00 PM	73	49	No
6:30:00 PM	72	49	No
6:45:00 PM	75	49	No
7:00:00 PM	74	49	No
7:15:00 PM	74	49	No
7:30:00 PM	75	49	No
7:45:00 PM	74	49	No
8:00:00 PM	74	49	No
8:15:00 PM	75	49	No
8:30:00 PM	75	49	No
8:45:00 PM	76	49	No
9:00:00 PM	76	49	No
9:15:00 PM	76	49	No
9:30:00 PM	75	49	No
9:45:00 PM	75	49	No
10:00:00 PM	77	49	No
10:15:00 PM	76	49	No
10:30:00 PM	73	49	No
10:45:00 PM	75	49	No
11:00:00 PM	73	49	No
11:15:00 PM	75	49	No
11:30:00 PM	72	49	No
11:45:00 PM	73	49	No

RD7 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	76	59	No
12:15:00 AM	80	59	No
12:30:00 AM	75	59	No
12:45:00 AM	75	59	No
1:00:00 AM	76	59	No
1:15:00 AM	73	59	No
1:30:00 AM	71	59	No
1:45:00 AM	79	59	No
2:00:00 AM	73	59	No
2:15:00 AM	73	59	No
2:30:00 AM	72	59	No
2:45:00 AM	69	59	No
3:00:00 AM	73	59	No
3:15:00 AM	69	59	No
3:30:00 AM	68	59	No
3:45:00 AM	73	59	No
4:00:00 AM	70	59	No
4:15:00 AM	72	59	No
4:30:00 AM	73	59	No
4:45:00 AM	74	59	No
5:00:00 AM	75	59	No
5:15:00 AM	75	59	No
5:30:00 AM	77	59	No
5:45:00 AM	77	59	No
6:00:00 AM	79	59	No
6:15:00 AM	79	59	No
6:30:00 AM	82	59	No
6:45:00 AM	83	59	No
7:00:00 AM	81	59	No
7:15:00 AM	83	59	No
7:30:00 AM	82	59	No
7:45:00 AM	82	59	No
8:00:00 AM	83	59	No
8:15:00 AM	83	59	No
8:30:00 AM	81	59	No
8:45:00 AM	81	59	No
9:00:00 AM	82	59	No
9:15:00 AM	92	59	No
9:30:00 AM	81	59	No
9:45:00 AM	81	59	No
10:00:00 AM	82	59	No
10:15:00 AM	82	59	No
10:30:00 AM	81	59	No
10:45:00 AM	81	59	No
11:00:00 AM	81	59	No
11:15:00 AM	81	59	No
11:30:00 AM	80	59	No
11:45:00 AM	81	59	No
12:00:00 PM	80	59	No
12:15:00 PM	82	59	No
12:30:00 PM	85	59	No
12:45:00 PM	80	59	No
1:00:00 PM	80	59	No
1:15:00 PM	81	59	No
1:30:00 PM	82	59	No
1:45:00 PM	89	59	No
2:00:00 PM	80	59	No



RD7 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	80	59	No
2:30:00 PM	80	59	No
2:45:00 PM	81	59	No
3:00:00 PM	82	59	No
3:15:00 PM	81	59	No
3:30:00 PM	81	59	No
3:45:00 PM	81	59	No
4:00:00 PM	81	59	No
4:15:00 PM	81	59	No
4:30:00 PM	81	59	No
4:45:00 PM	82	59	No
5:00:00 PM	80	59	No
5:15:00 PM	85	59	No
5:30:00 PM	85	59	No
5:45:00 PM	86	59	No
6:00:00 PM	84	59	No
6:15:00 PM	81	59	No
6:30:00 PM	90	59	No
6:45:00 PM	88	59	No
7:00:00 PM	80	59	No
7:15:00 PM	81	59	No
7:30:00 PM	82	59	No
7:45:00 PM	81	59	No
8:00:00 PM	89	59	No
8:15:00 PM	80	59	No
8:30:00 PM	80	59	No
8:45:00 PM	80	59	No
9:00:00 PM	80	59	No
9:15:00 PM	80	59	No
9:30:00 PM	80	59	No
9:45:00 PM	81	59	No
10:00:00 PM	78	59	No
10:15:00 PM	79	59	No
10:30:00 PM	81	59	No
10:45:00 PM	77	59	No
11:00:00 PM	78	59	No
11:15:00 PM	79	59	No
11:30:00 PM	76	59	No
11:45:00 PM	78	59	No

RD7 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	76	59	No
12:15:00 AM	82	59	No
12:30:00 AM	77	59	No
12:45:00 AM	75	59	No
1:00:00 AM	75	59	No
1:15:00 AM	75	59	No
1:30:00 AM	74	59	No
1:45:00 AM	73	59	No
2:00:00 AM	73	59	No
2:15:00 AM	80	59	No
2:30:00 AM	72	59	No
2:45:00 AM	73	59	No
3:00:00 AM	75	59	No
3:15:00 AM	77	59	No
3:30:00 AM	75	59	No
3:45:00 AM	71	59	No
4:00:00 AM	72	59	No
4:15:00 AM	69	59	No
4:30:00 AM	71	59	No
4:45:00 AM	72	59	No
5:00:00 AM	69	59	No
5:15:00 AM	68	59	No
5:30:00 AM	71	59	No
5:45:00 AM	71	59	No
6:00:00 AM	70	59	No
6:15:00 AM	73	59	No
6:30:00 AM	74	59	No
6:45:00 AM	74	59	No
7:00:00 AM	75	59	No
7:15:00 AM	75	59	No
7:30:00 AM	76	59	No
7:45:00 AM	76	59	No
8:00:00 AM	77	59	No
8:15:00 AM	77	59	No
8:30:00 AM	77	59	No
8:45:00 AM	77	59	No
9:00:00 AM	78	59	No
9:15:00 AM	77	59	No
9:30:00 AM	77	59	No
9:45:00 AM	79	59	No
10:00:00 AM	77	59	No
10:15:00 AM	78	59	No
10:30:00 AM	78	59	No
10:45:00 AM	78	59	No
11:00:00 AM	78	59	No
11:15:00 AM	78	59	No
11:30:00 AM	78	59	No
11:45:00 AM	85	59	No
12:00:00 PM	78	59	No
12:15:00 PM	78	59	No
12:30:00 PM	80	59	No
12:45:00 PM	79	59	No
1:00:00 PM	79	59	No
1:15:00 PM	79	59	No
1:30:00 PM	79	59	No
1:45:00 PM	79	59	No
2:00:00 PM	79	59	No

RD7 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	78	59	No
2:30:00 PM	79	59	No
2:45:00 PM	78	59	No
3:00:00 PM	88	59	No
3:15:00 PM	78	59	No
3:30:00 PM	78	59	No
3:45:00 PM	78	59	No
4:00:00 PM	82	59	No
4:15:00 PM	78	59	No
4:30:00 PM	79	59	No
4:45:00 PM	82	59	No
5:00:00 PM	79	59	No
5:15:00 PM	78	59	No
5:30:00 PM	78	59	No
5:45:00 PM	79	59	No
6:00:00 PM	78	59	No
6:15:00 PM	78	59	No
6:30:00 PM	78	59	No
6:45:00 PM	77	59	No
7:00:00 PM	80	59	No
7:15:00 PM	80	59	No
7:30:00 PM	79	59	No
7:45:00 PM	80	59	No
8:00:00 PM	80	59	No
8:15:00 PM	80	59	No
8:30:00 PM	82	59	No
8:45:00 PM	79	59	No
9:00:00 PM	80	59	No
9:15:00 PM	79	59	No
9:30:00 PM	78	59	No
9:45:00 PM	80	59	No
10:00:00 PM	78	59	No
10:15:00 PM	79	59	No
10:30:00 PM	79	59	No
10:45:00 PM	79	59	No
11:00:00 PM	77	59	No
11:15:00 PM	77	59	No
11:30:00 PM	77	59	No
11:45:00 PM	82	59	No

RD8 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	66	49	No
12:15:00 AM	70	49	No
12:30:00 AM	65	49	No
12:45:00 AM	65	49	No
1:00:00 AM	65	49	No
1:15:00 AM	62	49	No
1:30:00 AM	62	49	No
1:45:00 AM	64	49	No
2:00:00 AM	61	49	No
2:15:00 AM	62	49	No
2:30:00 AM	62	49	No
2:45:00 AM	61	49	No
3:00:00 AM	61	49	No
3:15:00 AM	60	49	No
3:30:00 AM	59	49	No
3:45:00 AM	62	49	No
4:00:00 AM	61	49	No
4:15:00 AM	62	49	No
4:30:00 AM	65	49	No
4:45:00 AM	64	49	No
5:00:00 AM	66	49	No
5:15:00 AM	66	49	No
5:30:00 AM	67	49	No
5:45:00 AM	67	49	No
6:00:00 AM	68	49	No
6:15:00 AM	69	49	No
6:30:00 AM	72	49	No
6:45:00 AM	73	49	No
7:00:00 AM	70	49	No
7:15:00 AM	80	49	No
7:30:00 AM	71	49	No
7:45:00 AM	72	49	No
8:00:00 AM	73	49	No
8:15:00 AM	73	49	No
8:30:00 AM	72	49	No
8:45:00 AM	72	49	No
9:00:00 AM	73	49	No
9:15:00 AM	79	49	No
9:30:00 AM	73	49	No
9:45:00 AM	71	49	No
10:00:00 AM	73	49	No
10:15:00 AM	74	49	No
10:30:00 AM	72	49	No
10:45:00 AM	71	49	No
11:00:00 AM	72	49	No
11:15:00 AM	73	49	No
11:30:00 AM	75	49	No
11:45:00 AM	72	49	No
12:00:00 PM	72	49	No
12:15:00 PM	73	49	No
12:30:00 PM	73	49	No
12:45:00 PM	73	49	No
1:00:00 PM	72	49	No
1:15:00 PM	72	49	No
1:30:00 PM	75	49	No
1:45:00 PM	78	49	No
2:00:00 PM	71	49	No

RD8 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	71	49	No
2:30:00 PM	71	49	No
2:45:00 PM	71	49	No
3:00:00 PM	72	49	No
3:15:00 PM	73	49	No
3:30:00 PM	72	49	No
3:45:00 PM	71	49	No
4:00:00 PM	72	49	No
4:15:00 PM	71	49	No
4:30:00 PM	71	49	No
4:45:00 PM	72	49	No
5:00:00 PM	73	49	No
5:15:00 PM	74	49	No
5:30:00 PM	77	49	No
5:45:00 PM	74	49	No
6:00:00 PM	74	49	No
6:15:00 PM	71	49	No
6:30:00 PM	88	49	No
6:45:00 PM	78	49	No
7:00:00 PM	71	49	No
7:15:00 PM	71	49	No
7:30:00 PM	73	49	No
7:45:00 PM	71	49	No
8:00:00 PM	78	49	No
8:15:00 PM	70	49	No
8:30:00 PM	69	49	No
8:45:00 PM	70	49	No
9:00:00 PM	69	49	No
9:15:00 PM	69	49	No
9:30:00 PM	69	49	No
9:45:00 PM	70	49	No
10:00:00 PM	68	49	No
10:15:00 PM	68	49	No
10:30:00 PM	70	49	No
10:45:00 PM	67	49	No
11:00:00 PM	67	49	No
11:15:00 PM	69	49	No
11:30:00 PM	67	49	No
11:45:00 PM	69	49	No

RD8 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	66	47	No
12:15:00 AM	70	47	No
12:30:00 AM	66	47	No
12:45:00 AM	65	47	No
1:00:00 AM	65	47	No
1:15:00 AM	62	47	No
1:30:00 AM	62	47	No
1:45:00 AM	64	47	No
2:00:00 AM	62	47	No
2:15:00 AM	62	47	No
2:30:00 AM	62	47	No
2:45:00 AM	61	47	No
3:00:00 AM	61	47	No
3:15:00 AM	60	47	No
3:30:00 AM	59	47	No
3:45:00 AM	62	47	No
4:00:00 AM	62	47	No
4:15:00 AM	62	47	No
4:30:00 AM	65	47	No
4:45:00 AM	64	47	No
5:00:00 AM	66	47	No
5:15:00 AM	66	47	No
5:30:00 AM	67	47	No
5:45:00 AM	67	47	No
6:00:00 AM	68	47	No
6:15:00 AM	69	47	No
6:30:00 AM	72	47	No
6:45:00 AM	73	47	No
7:00:00 AM	71	47	No
7:15:00 AM	80	47	No
7:30:00 AM	71	47	No
7:45:00 AM	72	47	No
8:00:00 AM	73	47	No
8:15:00 AM	73	47	No
8:30:00 AM	72	47	No
8:45:00 AM	72	47	No
9:00:00 AM	73	47	No
9:15:00 AM	79	47	No
9:30:00 AM	73	47	No
9:45:00 AM	72	47	No
10:00:00 AM	73	47	No
10:15:00 AM	75	47	No
10:30:00 AM	72	47	No
10:45:00 AM	72	47	No
11:00:00 AM	73	47	No
11:15:00 AM	73	47	No
11:30:00 AM	75	47	No
11:45:00 AM	72	47	No
12:00:00 PM	72	47	No
12:15:00 PM	73	47	No
12:30:00 PM	73	47	No
12:45:00 PM	73	47	No
1:00:00 PM	72	47	No
1:15:00 PM	72	47	No
1:30:00 PM	75	47	No
1:45:00 PM	78	47	No
2:00:00 PM	71	47	No

RD8 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	72	47	No
2:30:00 PM	71	47	No
2:45:00 PM	71	47	No
3:00:00 PM	72	47	No
3:15:00 PM	74	47	No
3:30:00 PM	72	47	No
3:45:00 PM	72	47	No
4:00:00 PM	72	47	No
4:15:00 PM	71	47	No
4:30:00 PM	72	47	No
4:45:00 PM	72	47	No
5:00:00 PM	73	47	No
5:15:00 PM	74	47	No
5:30:00 PM	77	47	No
5:45:00 PM	74	47	No
6:00:00 PM	74	47	No
6:15:00 PM	71	47	No
6:30:00 PM	88	47	No
6:45:00 PM	78	47	No
7:00:00 PM	71	47	No
7:15:00 PM	72	47	No
7:30:00 PM	73	47	No
7:45:00 PM	71	47	No
8:00:00 PM	78	47	No
8:15:00 PM	70	47	No
8:30:00 PM	70	47	No
8:45:00 PM	71	47	No
9:00:00 PM	70	47	No
9:15:00 PM	69	47	No
9:30:00 PM	69	47	No
9:45:00 PM	70	47	No
10:00:00 PM	68	47	No
10:15:00 PM	69	47	No
10:30:00 PM	70	47	No
10:45:00 PM	67	47	No
11:00:00 PM	67	47	No
11:15:00 PM	69	47	No
11:30:00 PM	67	47	No
11:45:00 PM	70	47	No



RD8 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	66	49	No
12:15:00 AM	72	49	No
12:30:00 AM	67	49	No
12:45:00 AM	65	49	No
1:00:00 AM	64	49	No
1:15:00 AM	64	49	No
1:30:00 AM	65	49	No
1:45:00 AM	63	49	No
2:00:00 AM	63	49	No
2:15:00 AM	67	49	No
2:30:00 AM	63	49	No
2:45:00 AM	67	49	No
3:00:00 AM	65	49	No
3:15:00 AM	66	49	No
3:30:00 AM	64	49	No
3:45:00 AM	63	49	No
4:00:00 AM	62	49	No
4:15:00 AM	61	49	No
4:30:00 AM	61	49	No
4:45:00 AM	63	49	No
5:00:00 AM	61	49	No
5:15:00 AM	58	49	No
5:30:00 AM	61	49	No
5:45:00 AM	61	49	No
6:00:00 AM	60	49	No
6:15:00 AM	62	49	No
6:30:00 AM	64	49	No
6:45:00 AM	66	49	No
7:00:00 AM	65	49	No
7:15:00 AM	65	49	No
7:30:00 AM	65	49	No
7:45:00 AM	66	49	No
8:00:00 AM	68	49	No
8:15:00 AM	68	49	No
8:30:00 AM	68	49	No
8:45:00 AM	67	49	No
9:00:00 AM	67	49	No
9:15:00 AM	66	49	No
9:30:00 AM	67	49	No
9:45:00 AM	68	49	No
10:00:00 AM	69	49	No
10:15:00 AM	68	49	No
10:30:00 AM	69	49	No
10:45:00 AM	68	49	No
11:00:00 AM	68	49	No
11:15:00 AM	68	49	No
11:30:00 AM	68	49	No
11:45:00 AM	73	49	No
12:00:00 PM	68	49	No
12:15:00 PM	70	49	No
12:30:00 PM	69	49	No
12:45:00 PM	70	49	No
1:00:00 PM	69	49	No
1:15:00 PM	69	49	No
1:30:00 PM	69	49	No
1:45:00 PM	68	49	No
2:00:00 PM	70	49	No

RD8 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	69	49	No
2:30:00 PM	68	49	No
2:45:00 PM	69	49	No
3:00:00 PM	76	49	No
3:15:00 PM	69	49	No
3:30:00 PM	68	49	No
3:45:00 PM	68	49	No
4:00:00 PM	76	49	No
4:15:00 PM	68	49	No
4:30:00 PM	69	49	No
4:45:00 PM	75	49	No
5:00:00 PM	69	49	No
5:15:00 PM	68	49	No
5:30:00 PM	69	49	No
5:45:00 PM	69	49	No
6:00:00 PM	68	49	No
6:15:00 PM	69	49	No
6:30:00 PM	69	49	No
6:45:00 PM	68	49	No
7:00:00 PM	71	49	No
7:15:00 PM	70	49	No
7:30:00 PM	70	49	No
7:45:00 PM	70	49	No
8:00:00 PM	73	49	No
8:15:00 PM	70	49	No
8:30:00 PM	71	49	No
8:45:00 PM	69	49	No
9:00:00 PM	69	49	No
9:15:00 PM	69	49	No
9:30:00 PM	68	49	No
9:45:00 PM	69	49	No
10:00:00 PM	68	49	No
10:15:00 PM	69	49	No
10:30:00 PM	68	49	No
10:45:00 PM	68	49	No
11:00:00 PM	67	49	No
11:15:00 PM	67	49	No
11:30:00 PM	67	49	No
11:45:00 PM	68	49	No

RD8 Weekends Elevated Receivers			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	67	47	No
12:15:00 AM	73	47	No
12:30:00 AM	67	47	No
12:45:00 AM	65	47	No
1:00:00 AM	65	47	No
1:15:00 AM	65	47	No
1:30:00 AM	65	47	No
1:45:00 AM	63	47	No
2:00:00 AM	64	47	No
2:15:00 AM	67	47	No
2:30:00 AM	64	47	No
2:45:00 AM	68	47	No
3:00:00 AM	65	47	No
3:15:00 AM	66	47	No
3:30:00 AM	64	47	No
3:45:00 AM	63	47	No
4:00:00 AM	62	47	No
4:15:00 AM	61	47	No
4:30:00 AM	62	47	No
4:45:00 AM	63	47	No
5:00:00 AM	61	47	No
5:15:00 AM	59	47	No
5:30:00 AM	61	47	No
5:45:00 AM	62	47	No
6:00:00 AM	60	47	No
6:15:00 AM	62	47	No
6:30:00 AM	64	47	No
6:45:00 AM	66	47	No
7:00:00 AM	66	47	No
7:15:00 AM	65	47	No
7:30:00 AM	66	47	No
7:45:00 AM	66	47	No
8:00:00 AM	68	47	No
8:15:00 AM	68	47	No
8:30:00 AM	68	47	No
8:45:00 AM	67	47	No
9:00:00 AM	67	47	No
9:15:00 AM	67	47	No
9:30:00 AM	67	47	No
9:45:00 AM	69	47	No
10:00:00 AM	69	47	No
10:15:00 AM	69	47	No
10:30:00 AM	69	47	No
10:45:00 AM	69	47	No
11:00:00 AM	68	47	No
11:15:00 AM	68	47	No
11:30:00 AM	68	47	No
11:45:00 AM	73	47	No
12:00:00 PM	68	47	No
12:15:00 PM	70	47	No
12:30:00 PM	70	47	No
12:45:00 PM	70	47	No
1:00:00 PM	69	47	No
1:15:00 PM	69	47	No
1:30:00 PM	70	47	No
1:45:00 PM	68	47	No
2:00:00 PM	70	47	No

RD8 Weekends Elevated Receivers			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	68.8	47	No
2:30:00 PM	68.6	47	No
2:45:00 PM	69.2	47	No
3:00:00 PM	76.4	47	No
3:15:00 PM	68.9	47	No
3:30:00 PM	68	47	No
3:45:00 PM	68.3	47	No
4:00:00 PM	76.4	47	No
4:15:00 PM	68.3	47	No
4:30:00 PM	69.1	47	No
4:45:00 PM	75	47	No
5:00:00 PM	69.3	47	No
5:15:00 PM	68.1	47	No
5:30:00 PM	69.1	47	No
5:45:00 PM	69.1	47	No
6:00:00 PM	68.4	47	No
6:15:00 PM	68.8	47	No
6:30:00 PM	69	47	No
6:45:00 PM	68.2	47	No
7:00:00 PM	71	47	No
7:15:00 PM	70	47	No
7:30:00 PM	70.4	47	No
7:45:00 PM	70.1	47	No
8:00:00 PM	73	47	No
8:15:00 PM	69.8	47	No
8:30:00 PM	71.4	47	No
8:45:00 PM	69.2	47	No
9:00:00 PM	69.6	47	No
9:15:00 PM	69.6	47	No
9:30:00 PM	68.6	47	No
9:45:00 PM	69.2	47	No
10:00:00 PM	68.4	47	No
10:15:00 PM	69.5	47	No
10:30:00 PM	68.6	47	No
10:45:00 PM	68.6	47	No
11:00:00 PM	67.1	47	No
11:15:00 PM	67.5	47	No
11:30:00 PM	67.1	47	No
11:45:00 PM	68.6	47	No

RD10 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	69	56	No
12:15:00 AM	68	56	No
12:30:00 AM	65	56	No
12:45:00 AM	65	56	No
1:00:00 AM	64	56	No
1:15:00 AM	67	56	No
1:30:00 AM	59	56	No
1:45:00 AM	63	56	No
2:00:00 AM	61	56	No
2:15:00 AM	60	56	No
2:30:00 AM	60	56	No
2:45:00 AM	58	56	No
3:00:00 AM	60	56	No
3:15:00 AM	57	56	No
3:30:00 AM	59	56	No
3:45:00 AM	61	56	No
4:00:00 AM	60	56	No
4:15:00 AM	61	56	No
4:30:00 AM	62	56	No
4:45:00 AM	63	56	No
5:00:00 AM	63	56	No
5:15:00 AM	63	56	No
5:30:00 AM	64	56	No
5:45:00 AM	66	56	No
6:00:00 AM	66	56	No
6:15:00 AM	67	56	No
6:30:00 AM	69	56	No
6:45:00 AM	71	56	No
7:00:00 AM	70	56	No
7:15:00 AM	72	56	No
7:30:00 AM	73	56	No
7:45:00 AM	71	56	No
8:00:00 AM	72	56	No
8:15:00 AM	73	56	No
8:30:00 AM	71	56	No
8:45:00 AM	71	56	No
9:00:00 AM	71	56	No
9:15:00 AM	78	56	No
9:30:00 AM	72	56	No
9:45:00 AM	73	56	No
10:00:00 AM	73	56	No
10:15:00 AM	73	56	No
10:30:00 AM	74	56	No
10:45:00 AM	74	56	No
11:00:00 AM	74	56	No
11:15:00 AM	73	56	No
11:30:00 AM	75	56	No
11:45:00 AM	72	56	No
12:00:00 PM	72	56	No
12:15:00 PM	72	56	No
12:30:00 PM	85	56	No
12:45:00 PM	73	56	No
1:00:00 PM	73	56	No
1:15:00 PM	72	56	No
1:30:00 PM	72	56	No
1:45:00 PM	75	56	No
2:00:00 PM	72	56	No

RD10 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	74	56	No
2:30:00 PM	74	56	No
2:45:00 PM	74	56	No
3:00:00 PM	73	56	No
3:15:00 PM	71	56	No
3:30:00 PM	74	56	No
3:45:00 PM	72	56	No
4:00:00 PM	72	56	No
4:15:00 PM	72	56	No
4:30:00 PM	74	56	No
4:45:00 PM	72	56	No
5:00:00 PM	72	56	No
5:15:00 PM	74	56	No
5:30:00 PM	75	56	No
5:45:00 PM	74	56	No
6:00:00 PM	75	56	No
6:15:00 PM	71	56	No
6:30:00 PM	86	56	No
6:45:00 PM	76	56	No
7:00:00 PM	73	56	No
7:15:00 PM	72	56	No
7:30:00 PM	71	56	No
7:45:00 PM	71	56	No
8:00:00 PM	74	56	No
8:15:00 PM	69	56	No
8:30:00 PM	69	56	No
8:45:00 PM	68	56	No
9:00:00 PM	70	56	No
9:15:00 PM	69	56	No
9:30:00 PM	70	56	No
9:45:00 PM	69	56	No
10:00:00 PM	68	56	No
10:15:00 PM	68	56	No
10:30:00 PM	70	56	No
10:45:00 PM	69	56	No
11:00:00 PM	67	56	No
11:15:00 PM	69	56	No
11:30:00 PM	66	56	No
11:45:00 PM	65	56	No

RD10 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	65	56	No
12:15:00 AM	65	56	No
12:30:00 AM	65	56	No
12:45:00 AM	64	56	No
1:00:00 AM	63	56	No
1:15:00 AM	66	56	No
1:30:00 AM	64	56	No
1:45:00 AM	63	56	No
2:00:00 AM	64	56	No
2:15:00 AM	76	56	No
2:30:00 AM	62	56	No
2:45:00 AM	64	56	No
3:00:00 AM	66	56	No
3:15:00 AM	64	56	No
3:30:00 AM	66	56	No
3:45:00 AM	62	56	No
4:00:00 AM	63	56	No
4:15:00 AM	61	56	No
4:30:00 AM	61	56	No
4:45:00 AM	63	56	No
5:00:00 AM	57	56	No
5:15:00 AM	57	56	No
5:30:00 AM	58	56	No
5:45:00 AM	58	56	No
6:00:00 AM	58	56	No
6:15:00 AM	60	56	No
6:30:00 AM	62	56	No
6:45:00 AM	62	56	No
7:00:00 AM	63	56	No
7:15:00 AM	63	56	No
7:30:00 AM	63	56	No
7:45:00 AM	64	56	No
8:00:00 AM	67	56	No
8:15:00 AM	68	56	No
8:30:00 AM	68	56	No
8:45:00 AM	66	56	No
9:00:00 AM	68	56	No
9:15:00 AM	65	56	No
9:30:00 AM	66	56	No
9:45:00 AM	67	56	No
10:00:00 AM	67	56	No
10:15:00 AM	67	56	No
10:30:00 AM	67	56	No
10:45:00 AM	67	56	No
11:00:00 AM	69	56	No
11:15:00 AM	67	56	No
11:30:00 AM	68	56	No
11:45:00 AM	70	56	No
12:00:00 PM	68	56	No
12:15:00 PM	68	56	No
12:30:00 PM	70	56	No
12:45:00 PM	70	56	No
1:00:00 PM	71	56	No
1:15:00 PM	70	56	No
1:30:00 PM	68	56	No
1:45:00 PM	69	56	No
2:00:00 PM	69	56	No



RD10 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	69	56	No
2:30:00 PM	68	56	No
2:45:00 PM	70	56	No
3:00:00 PM	69	56	No
3:15:00 PM	68	56	No
3:30:00 PM	69	56	No
3:45:00 PM	68	56	No
4:00:00 PM	69	56	No
4:15:00 PM	68	56	No
4:30:00 PM	69	56	No
4:45:00 PM	75	56	No
5:00:00 PM	68	56	No
5:15:00 PM	69	56	No
5:30:00 PM	68	56	No
5:45:00 PM	68	56	No
6:00:00 PM	67	56	No
6:15:00 PM	68	56	No
6:30:00 PM	67	56	No
6:45:00 PM	67	56	No
7:00:00 PM	69	56	No
7:15:00 PM	69	56	No
7:30:00 PM	71	56	No
7:45:00 PM	69	56	No
8:00:00 PM	69	56	No
8:15:00 PM	68	56	No
8:30:00 PM	68	56	No
8:45:00 PM	75	56	No
9:00:00 PM	69	56	No
9:15:00 PM	68	56	No
9:30:00 PM	68	56	No
9:45:00 PM	71	56	No
10:00:00 PM	68	56	No
10:15:00 PM	70	56	No
10:30:00 PM	68	56	No
10:45:00 PM	68	56	No
11:00:00 PM	66	56	No
11:15:00 PM	66	56	No
11:30:00 PM	66	56	No
11:45:00 PM	67	56	No

RD11 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	77	61	No
12:15:00 AM	78	61	No
12:30:00 AM	75	61	No
12:45:00 AM	74	61	No
1:00:00 AM	76	61	No
1:15:00 AM	74	61	No
1:30:00 AM	73	61	No
1:45:00 AM	77	61	No
2:00:00 AM	73	61	No
2:15:00 AM	73	61	No
2:30:00 AM	74	61	No
2:45:00 AM	72	61	No
3:00:00 AM	72	61	No
3:15:00 AM	71	61	No
3:30:00 AM	69	61	No
3:45:00 AM	75	61	No
4:00:00 AM	70	61	No
4:15:00 AM	72	61	No
4:30:00 AM	74	61	No
4:45:00 AM	75	61	No
5:00:00 AM	75	61	No
5:15:00 AM	77	61	No
5:30:00 AM	77	61	No
5:45:00 AM	78	61	No
6:00:00 AM	79	61	No
6:15:00 AM	79	61	No
6:30:00 AM	80	61	No
6:45:00 AM	81	61	No
7:00:00 AM	82	61	No
7:15:00 AM	82	61	No
7:30:00 AM	82	61	No
7:45:00 AM	82	61	No
8:00:00 AM	82	61	No
8:15:00 AM	82	61	No
8:30:00 AM	81	61	No
8:45:00 AM	81	61	No
9:00:00 AM	81	61	No
9:15:00 AM	91	61	No
9:30:00 AM	81	61	No
9:45:00 AM	81	61	No
10:00:00 AM	81	61	No
10:15:00 AM	81	61	No
10:30:00 AM	80	61	No
10:45:00 AM	80	61	No
11:00:00 AM	81	61	No
11:15:00 AM	80	61	No
11:30:00 AM	80	61	No
11:45:00 AM	81	61	No
12:00:00 PM	79	61	No
12:15:00 PM	81	61	No
12:30:00 PM	81	61	No
12:45:00 PM	81	61	No
1:00:00 PM	80	61	No
1:15:00 PM	81	61	No
1:30:00 PM	86	61	No
1:45:00 PM	87	61	No
2:00:00 PM	81	61	No

RD11 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	80	61	No
2:30:00 PM	79	61	No
2:45:00 PM	81	61	No
3:00:00 PM	81	61	No
3:15:00 PM	81	61	No
3:30:00 PM	80	61	No
3:45:00 PM	81	61	No
4:00:00 PM	81	61	No
4:15:00 PM	81	61	No
4:30:00 PM	81	61	No
4:45:00 PM	82	61	No
5:00:00 PM	80	61	No
5:15:00 PM	87	61	No
5:30:00 PM	85	61	No
5:45:00 PM	84	61	No
6:00:00 PM	87	61	No
6:15:00 PM	80	61	No
6:30:00 PM	91	61	No
6:45:00 PM	89	61	No
7:00:00 PM	84	61	No
7:15:00 PM	81	61	No
7:30:00 PM	81	61	No
7:45:00 PM	80	61	No
8:00:00 PM	83	61	No
8:15:00 PM	80	61	No
8:30:00 PM	80	61	No
8:45:00 PM	80	61	No
9:00:00 PM	81	61	No
9:15:00 PM	80	61	No
9:30:00 PM	79	61	No
9:45:00 PM	79	61	No
10:00:00 PM	78	61	No
10:15:00 PM	78	61	No
10:30:00 PM	81	61	No
10:45:00 PM	78	61	No
11:00:00 PM	78	61	No
11:15:00 PM	79	61	No
11:30:00 PM	77	61	No
11:45:00 PM	78	61	No

RD11 Elevated Receivers			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	75	64	No
12:15:00 AM	76	64	No
12:30:00 AM	73	64	No
12:45:00 AM	72	64	No
1:00:00 AM	74	64	No
1:15:00 AM	72	64	No
1:30:00 AM	71	64	No
1:45:00 AM	75	64	No
2:00:00 AM	71	64	No
2:15:00 AM	71	64	No
2:30:00 AM	72	64	No
2:45:00 AM	70	64	No
3:00:00 AM	70	64	No
3:15:00 AM	69	64	No
3:30:00 AM	67	64	No
3:45:00 AM	73	64	No
4:00:00 AM	68	64	No
4:15:00 AM	70	64	No
4:30:00 AM	72	64	No
4:45:00 AM	73	64	No
5:00:00 AM	73	64	No
5:15:00 AM	75	64	No
5:30:00 AM	75	64	No
5:45:00 AM	76	64	No
6:00:00 AM	77	64	No
6:15:00 AM	77	64	No
6:30:00 AM	78	64	No
6:45:00 AM	79	64	No
7:00:00 AM	80	64	No
7:15:00 AM	80	64	No
7:30:00 AM	80	64	No
7:45:00 AM	80	64	No
8:00:00 AM	80	64	No
8:15:00 AM	80	64	No
8:30:00 AM	79	64	No
8:45:00 AM	79	64	No
9:00:00 AM	79	64	No
9:15:00 AM	89	64	No
9:30:00 AM	79	64	No
9:45:00 AM	79	64	No
10:00:00 AM	79	64	No
10:15:00 AM	79	64	No
10:30:00 AM	78	64	No
10:45:00 AM	78	64	No
11:00:00 AM	79	64	No
11:15:00 AM	78	64	No
11:30:00 AM	78	64	No
11:45:00 AM	79	64	No
12:00:00 PM	77	64	No
12:15:00 PM	79	64	No
12:30:00 PM	79	64	No
12:45:00 PM	79	64	No
1:00:00 PM	78	64	No
1:15:00 PM	79	64	No
1:30:00 PM	84	64	No
1:45:00 PM	85	64	No
2:00:00 PM	79	64	No

RD11 Elevated Receivers			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	78	64	No
2:30:00 PM	77	64	No
2:45:00 PM	79	64	No
3:00:00 PM	79	64	No
3:15:00 PM	79	64	No
3:30:00 PM	78	64	No
3:45:00 PM	79	64	No
4:00:00 PM	79	64	No
4:15:00 PM	79	64	No
4:30:00 PM	79	64	No
4:45:00 PM	80	64	No
5:00:00 PM	78	64	No
5:15:00 PM	85	64	No
5:30:00 PM	83	64	No
5:45:00 PM	82	64	No
6:00:00 PM	85	64	No
6:15:00 PM	78	64	No
6:30:00 PM	89	64	No
6:45:00 PM	87	64	No
7:00:00 PM	82	64	No
7:15:00 PM	79	64	No
7:30:00 PM	79	64	No
7:45:00 PM	78	64	No
8:00:00 PM	81	64	No
8:15:00 PM	78	64	No
8:30:00 PM	78	64	No
8:45:00 PM	78	64	No
9:00:00 PM	79	64	No
9:15:00 PM	78	64	No
9:30:00 PM	77	64	No
9:45:00 PM	77	64	No
10:00:00 PM	76	64	No
10:15:00 PM	76	64	No
10:30:00 PM	79	64	No
10:45:00 PM	76	64	No
11:00:00 PM	76	64	No
11:15:00 PM	77	64	No
11:30:00 PM	75	64	No
11:45:00 PM	76	64	No

RD11 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	77	61	No
12:15:00 AM	76	61	No
12:30:00 AM	78	61	No
12:45:00 AM	76	61	No
1:00:00 AM	75	61	No
1:15:00 AM	75	61	No
1:30:00 AM	76	61	No
1:45:00 AM	74	61	No
2:00:00 AM	75	61	No
2:15:00 AM	78	61	No
2:30:00 AM	75	61	No
2:45:00 AM	75	61	No
3:00:00 AM	78	61	No
3:15:00 AM	75	61	No
3:30:00 AM	77	61	No
3:45:00 AM	72	61	No
4:00:00 AM	76	61	No
4:15:00 AM	72	61	No
4:30:00 AM	74	61	No
4:45:00 AM	76	61	No
5:00:00 AM	71	61	No
5:15:00 AM	70	61	No
5:30:00 AM	73	61	No
5:45:00 AM	71	61	No
6:00:00 AM	73	61	No
6:15:00 AM	74	61	No
6:30:00 AM	75	61	No
6:45:00 AM	74	61	No
7:00:00 AM	76	61	No
7:15:00 AM	76	61	No
7:30:00 AM	76	61	No
7:45:00 AM	76	61	No
8:00:00 AM	77	61	No
8:15:00 AM	83	61	No
8:30:00 AM	77	61	No
8:45:00 AM	77	61	No
9:00:00 AM	78	61	No
9:15:00 AM	77	61	No
9:30:00 AM	78	61	No
9:45:00 AM	79	61	No
10:00:00 AM	77	61	No
10:15:00 AM	78	61	No
10:30:00 AM	78	61	No
10:45:00 AM	81	61	No
11:00:00 AM	78	61	No
11:15:00 AM	78	61	No
11:30:00 AM	78	61	No
11:45:00 AM	86	61	No
12:00:00 PM	78	61	No
12:15:00 PM	79	61	No
12:30:00 PM	80	61	No
12:45:00 PM	80	61	No
1:00:00 PM	79	61	No
1:15:00 PM	79	61	No
1:30:00 PM	79	61	No
1:45:00 PM	79	61	No
2:00:00 PM	78	61	No

RD11 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	80	61	No
2:30:00 PM	79	61	No
2:45:00 PM	78	61	No
3:00:00 PM	79	61	No
3:15:00 PM	78	61	No
3:30:00 PM	78	61	No
3:45:00 PM	78	61	No
4:00:00 PM	82	61	No
4:15:00 PM	78	61	No
4:30:00 PM	78	61	No
4:45:00 PM	82	61	No
5:00:00 PM	79	61	No
5:15:00 PM	78	61	No
5:30:00 PM	78	61	No
5:45:00 PM	82	61	No
6:00:00 PM	78	61	No
6:15:00 PM	79	61	No
6:30:00 PM	79	61	No
6:45:00 PM	78	61	No
7:00:00 PM	80	61	No
7:15:00 PM	79	61	No
7:30:00 PM	80	61	No
7:45:00 PM	80	61	No
8:00:00 PM	80	61	No
8:15:00 PM	80	61	No
8:30:00 PM	79	61	No
8:45:00 PM	79	61	No
9:00:00 PM	82	61	No
9:15:00 PM	79	61	No
9:30:00 PM	78	61	No
9:45:00 PM	80	61	No
10:00:00 PM	78	61	No
10:15:00 PM	80	61	No
10:30:00 PM	79	61	No
10:45:00 PM	78	61	No
11:00:00 PM	77	61	No
11:15:00 PM	76	61	No
11:30:00 PM	80	61	No
11:45:00 PM	81	61	No

RD11 Weekends Elevated Receivers			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	75	64	No
12:15:00 AM	74	64	No
12:30:00 AM	76	64	No
12:45:00 AM	74	64	No
1:00:00 AM	73	64	No
1:15:00 AM	73	64	No
1:30:00 AM	74	64	No
1:45:00 AM	72	64	No
2:00:00 AM	73	64	No
2:15:00 AM	76	64	No
2:30:00 AM	73	64	No
2:45:00 AM	73	64	No
3:00:00 AM	76	64	No
3:15:00 AM	73	64	No
3:30:00 AM	75	64	No
3:45:00 AM	70	64	No
4:00:00 AM	74	64	No
4:15:00 AM	70	64	No
4:30:00 AM	72	64	No
4:45:00 AM	74	64	No
5:00:00 AM	69	64	No
5:15:00 AM	68	64	No
5:30:00 AM	71	64	No
5:45:00 AM	69	64	No
6:00:00 AM	71	64	No
6:15:00 AM	72	64	No
6:30:00 AM	73	64	No
6:45:00 AM	72	64	No
7:00:00 AM	74	64	No
7:15:00 AM	74	64	No
7:30:00 AM	74	64	No
7:45:00 AM	74	64	No
8:00:00 AM	75	64	No
8:15:00 AM	81	64	No
8:30:00 AM	75	64	No
8:45:00 AM	75	64	No
9:00:00 AM	76	64	No
9:15:00 AM	75	64	No
9:30:00 AM	76	64	No
9:45:00 AM	77	64	No
10:00:00 AM	75	64	No
10:15:00 AM	76	64	No
10:30:00 AM	76	64	No
10:45:00 AM	79	64	No
11:00:00 AM	76	64	No
11:15:00 AM	76	64	No
11:30:00 AM	76	64	No
11:45:00 AM	84	64	No
12:00:00 PM	76	64	No
12:15:00 PM	77	64	No
12:30:00 PM	78	64	No
12:45:00 PM	78	64	No
1:00:00 PM	77	64	No
1:15:00 PM	77	64	No
1:30:00 PM	77	64	No
1:45:00 PM	77	64	No
2:00:00 PM	76	64	No



RD11 Weekends Elevated Receivers			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	77	64	No
2:30:00 PM	77	64	No
2:45:00 PM	76	64	No
3:00:00 PM	77	64	No
3:15:00 PM	76	64	No
3:30:00 PM	76	64	No
3:45:00 PM	76	64	No
4:00:00 PM	80	64	No
4:15:00 PM	76	64	No
4:30:00 PM	76	64	No
4:45:00 PM	80	64	No
5:00:00 PM	77	64	No
5:15:00 PM	76	64	No
5:30:00 PM	76	64	No
5:45:00 PM	80	64	No
6:00:00 PM	76	64	No
6:15:00 PM	77	64	No
6:30:00 PM	77	64	No
6:45:00 PM	75	64	No
7:00:00 PM	78	64	No
7:15:00 PM	77	64	No
7:30:00 PM	78	64	No
7:45:00 PM	78	64	No
8:00:00 PM	78	64	No
8:15:00 PM	78	64	No
8:30:00 PM	77	64	No
8:45:00 PM	77	64	No
9:00:00 PM	80	64	No
9:15:00 PM	77	64	No
9:30:00 PM	76	64	No
9:45:00 PM	78	64	No
10:00:00 PM	76	64	No
10:15:00 PM	78	64	No
10:30:00 PM	77	64	No
10:45:00 PM	76	64	No
11:00:00 PM	75	64	No
11:15:00 PM	74	64	No
11:30:00 PM	78	64	No
11:45:00 PM	79	64	No

RD12 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	70	47	No
12:15:00 AM	68	47	No
12:30:00 AM	68	47	No
12:45:00 AM	69	47	No
1:00:00 AM	72	47	No
1:15:00 AM	64	47	No
1:30:00 AM	69	47	No
1:45:00 AM	67	47	No
2:00:00 AM	64	47	No
2:15:00 AM	65	47	No
2:30:00 AM	73	47	No
2:45:00 AM	70	47	No
3:00:00 AM	77	47	No
3:15:00 AM	70	47	No
3:30:00 AM	63	47	No
3:45:00 AM	67	47	No
4:00:00 AM	64	47	No
4:15:00 AM	62	47	No
4:30:00 AM	65	47	No
4:45:00 AM	72	47	No
5:00:00 AM	67	47	No
5:15:00 AM	66	47	No
5:30:00 AM	71	47	No
5:45:00 AM	72	47	No
6:00:00 AM	70	47	No
6:15:00 AM	74	47	No
6:30:00 AM	73	47	No
6:45:00 AM	72	47	No
7:00:00 AM	73	47	No
7:15:00 AM	74	47	No
7:30:00 AM	73	47	No
7:45:00 AM	74	47	No
8:00:00 AM	75	47	No
8:15:00 AM	75	47	No
8:30:00 AM	76	47	No
8:45:00 AM	75	47	No
9:00:00 AM	76	47	No
9:15:00 AM	76	47	No
9:30:00 AM	75	47	No
9:45:00 AM	77	47	No
10:00:00 AM	77	47	No
10:15:00 AM	76	47	No
10:30:00 AM	76	47	No
10:45:00 AM	75	47	No
11:00:00 AM	76	47	No
11:15:00 AM	74	47	No
11:30:00 AM	75	47	No
11:45:00 AM	76	47	No
12:00:00 PM	76	47	No
12:15:00 PM	82	47	No
12:30:00 PM	75	47	No
12:45:00 PM	76	47	No
1:00:00 PM	75	47	No
1:15:00 PM	76	47	No
1:30:00 PM	75	47	No
1:45:00 PM	75	47	No
2:00:00 PM	75	47	No

RD12 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	75	47	No
2:30:00 PM	75	47	No
2:45:00 PM	74	47	No
3:00:00 PM	75	47	No
3:15:00 PM	75	47	No
3:30:00 PM	74	47	No
3:45:00 PM	75	47	No
4:00:00 PM	76	47	No
4:15:00 PM	74	47	No
4:30:00 PM	75	47	No
4:45:00 PM	79	47	No
5:00:00 PM	76	47	No
5:15:00 PM	74	47	No
5:30:00 PM	76	47	No
5:45:00 PM	75	47	No
6:00:00 PM	75	47	No
6:15:00 PM	74	47	No
6:30:00 PM	74	47	No
6:45:00 PM	76	47	No
7:00:00 PM	74	47	No
7:15:00 PM	73	47	No
7:30:00 PM	72	47	No
7:45:00 PM	72	47	No
8:00:00 PM	71	47	No
8:15:00 PM	72	47	No
8:30:00 PM	72	47	No
8:45:00 PM	71	47	No
9:00:00 PM	72	47	No
9:15:00 PM	72	47	No
9:30:00 PM	74	47	No
9:45:00 PM	71	47	No
10:00:00 PM	74	47	No
10:15:00 PM	73	47	No
10:30:00 PM	72	47	No
10:45:00 PM	69	47	No
11:00:00 PM	71	47	No
11:15:00 PM	71	47	No
11:30:00 PM	69	47	No
11:45:00 PM	69	47	No

RD12 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	67	49	No
12:15:00 AM	66	49	No
12:30:00 AM	65	49	No
12:45:00 AM	67	49	No
1:00:00 AM	69	49	No
1:15:00 AM	61	49	No
1:30:00 AM	67	49	No
1:45:00 AM	64	49	No
2:00:00 AM	62	49	No
2:15:00 AM	62	49	No
2:30:00 AM	70	49	No
2:45:00 AM	68	49	No
3:00:00 AM	74	49	No
3:15:00 AM	68	49	No
3:30:00 AM	61	49	No
3:45:00 AM	65	49	No
4:00:00 AM	61	49	No
4:15:00 AM	59	49	No
4:30:00 AM	63	49	No
4:45:00 AM	70	49	No
5:00:00 AM	65	49	No
5:15:00 AM	64	49	No
5:30:00 AM	68	49	No
5:45:00 AM	69	49	No
6:00:00 AM	68	49	No
6:15:00 AM	72	49	No
6:30:00 AM	70	49	No
6:45:00 AM	70	49	No
7:00:00 AM	71	49	No
7:15:00 AM	72	49	No
7:30:00 AM	71	49	No
7:45:00 AM	72	49	No
8:00:00 AM	72	49	No
8:15:00 AM	73	49	No
8:30:00 AM	74	49	No
8:45:00 AM	73	49	No
9:00:00 AM	73	49	No
9:15:00 AM	73	49	No
9:30:00 AM	72	49	No
9:45:00 AM	74	49	No
10:00:00 AM	74	49	No
10:15:00 AM	73	49	No
10:30:00 AM	73	49	No
10:45:00 AM	73	49	No
11:00:00 AM	73	49	No
11:15:00 AM	72	49	No
11:30:00 AM	72	49	No
11:45:00 AM	73	49	No
12:00:00 PM	73	49	No
12:15:00 PM	79	49	No
12:30:00 PM	73	49	No
12:45:00 PM	74	49	No
1:00:00 PM	73	49	No
1:15:00 PM	74	49	No
1:30:00 PM	73	49	No
1:45:00 PM	72	49	No
2:00:00 PM	73	49	No

<b>RD12 Elevated Receiver</b>			
<b>Time</b>	<b>Leq15 Threshold</b>	<b>Predicted</b>	<b>Exceedance (Yes/No)</b>
2:15:00 PM	72	49	No
2:30:00 PM	73	49	No
2:45:00 PM	72	49	No
3:00:00 PM	73	49	No
3:15:00 PM	72	49	No
3:30:00 PM	72	49	No
3:45:00 PM	73	49	No
4:00:00 PM	74	49	No
4:15:00 PM	72	49	No
4:30:00 PM	73	49	No
4:45:00 PM	76	49	No
5:00:00 PM	74	49	No
5:15:00 PM	72	49	No
5:30:00 PM	73	49	No
5:45:00 PM	73	49	No
6:00:00 PM	72	49	No
6:15:00 PM	72	49	No
6:30:00 PM	72	49	No
6:45:00 PM	73	49	No
7:00:00 PM	71	49	No
7:15:00 PM	70	49	No
7:30:00 PM	69	49	No
7:45:00 PM	70	49	No
8:00:00 PM	69	49	No
8:15:00 PM	69	49	No
8:30:00 PM	69	49	No
8:45:00 PM	68	49	No
9:00:00 PM	69	49	No
9:15:00 PM	70	49	No
9:30:00 PM	71	49	No
9:45:00 PM	68	49	No
10:00:00 PM	72	49	No
10:15:00 PM	70	49	No
10:30:00 PM	70	49	No
10:45:00 PM	67	49	No
11:00:00 PM	69	49	No
11:15:00 PM	68	49	No
11:30:00 PM	66	49	No
11:45:00 PM	67	49	No

RD13 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	76	58	No
12:15:00 AM	75	58	No
12:30:00 AM	74	58	No
12:45:00 AM	88	58	No
1:00:00 AM	73	58	No
1:15:00 AM	72	58	No
1:30:00 AM	87	58	No
1:45:00 AM	82	58	No
2:00:00 AM	77	58	No
2:15:00 AM	74	58	No
2:30:00 AM	74	58	No
2:45:00 AM	71	58	No
3:00:00 AM	72	58	No
3:15:00 AM	72	58	No
3:30:00 AM	71	58	No
3:45:00 AM	71	58	No
4:00:00 AM	72	58	No
4:15:00 AM	70	58	No
4:30:00 AM	73	58	No
4:45:00 AM	75	58	No
5:00:00 AM	75	58	No
5:15:00 AM	75	58	No
5:30:00 AM	77	58	No
5:45:00 AM	77	58	No
6:00:00 AM	78	58	No
6:15:00 AM	79	58	No
6:30:00 AM	84	58	No
6:45:00 AM	86	58	No
7:00:00 AM	84	58	No
7:15:00 AM	84	58	No
7:30:00 AM	84	58	No
7:45:00 AM	82	58	No
8:00:00 AM	84	58	No
8:15:00 AM	80	58	No
8:30:00 AM	81	58	No
8:45:00 AM	81	58	No
9:00:00 AM	80	58	No
9:15:00 AM	80	58	No
9:30:00 AM	80	58	No
9:45:00 AM	79	58	No
10:00:00 AM	83	58	No
10:15:00 AM	79	58	No
10:30:00 AM	79	58	No
10:45:00 AM	79	58	No
11:00:00 AM	79	58	No
11:15:00 AM	79	58	No
11:30:00 AM	79	58	No
11:45:00 AM	79	58	No
12:00:00 PM	79	58	No
12:15:00 PM	79	58	No
12:30:00 PM	78	58	No
12:45:00 PM	78	58	No
1:00:00 PM	80	58	No
1:15:00 PM	80	58	No
1:30:00 PM	79	58	No
1:45:00 PM	79	58	No
2:00:00 PM	81	58	No

RD13 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	78	58	No
2:30:00 PM	78	58	No
2:45:00 PM	79	58	No
3:00:00 PM	78	58	No
3:15:00 PM	79	58	No
3:30:00 PM	79	58	No
3:45:00 PM	78	58	No
4:00:00 PM	79	58	No
4:15:00 PM	85	58	No
4:30:00 PM	78	58	No
4:45:00 PM	80	58	No
5:00:00 PM	79	58	No
5:15:00 PM	78	58	No
5:30:00 PM	77	58	No
5:45:00 PM	77	58	No
6:00:00 PM	78	58	No
6:15:00 PM	78	58	No
6:30:00 PM	77	58	No
6:45:00 PM	78	58	No
7:00:00 PM	78	58	No
7:15:00 PM	78	58	No
7:30:00 PM	78	58	No
7:45:00 PM	80	58	No
8:00:00 PM	78	58	No
8:15:00 PM	78	58	No
8:30:00 PM	78	58	No
8:45:00 PM	78	58	No
9:00:00 PM	78	58	No
9:15:00 PM	78	58	No
9:30:00 PM	78	58	No
9:45:00 PM	77	58	No
10:00:00 PM	85	58	No
10:15:00 PM	79	58	No
10:30:00 PM	78	58	No
10:45:00 PM	76	58	No
11:00:00 PM	77	58	No
11:15:00 PM	77	58	No
11:30:00 PM	75	58	No
11:45:00 PM	76	58	No

RD13 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	75	59	No
12:15:00 AM	74	59	No
12:30:00 AM	73	59	No
12:45:00 AM	87	59	No
1:00:00 AM	72	59	No
1:15:00 AM	71	59	No
1:30:00 AM	86	59	No
1:45:00 AM	81	59	No
2:00:00 AM	76	59	No
2:15:00 AM	73	59	No
2:30:00 AM	73	59	No
2:45:00 AM	70	59	No
3:00:00 AM	71	59	No
3:15:00 AM	71	59	No
3:30:00 AM	70	59	No
3:45:00 AM	70	59	No
4:00:00 AM	71	59	No
4:15:00 AM	70	59	No
4:30:00 AM	72	59	No
4:45:00 AM	74	59	No
5:00:00 AM	74	59	No
5:15:00 AM	74	59	No
5:30:00 AM	76	59	No
5:45:00 AM	76	59	No
6:00:00 AM	77	59	No
6:15:00 AM	78	59	No
6:30:00 AM	83	59	No
6:45:00 AM	85	59	No
7:00:00 AM	83	59	No
7:15:00 AM	83	59	No
7:30:00 AM	83	59	No
7:45:00 AM	81	59	No
8:00:00 AM	84	59	No
8:15:00 AM	80	59	No
8:30:00 AM	80	59	No
8:45:00 AM	80	59	No
9:00:00 AM	79	59	No
9:15:00 AM	79	59	No
9:30:00 AM	79	59	No
9:45:00 AM	78	59	No
10:00:00 AM	82	59	No
10:15:00 AM	78	59	No
10:30:00 AM	78	59	No
10:45:00 AM	78	59	No
11:00:00 AM	78	59	No
11:15:00 AM	78	59	No
11:30:00 AM	78	59	No
11:45:00 AM	78	59	No
12:00:00 PM	78	59	No
12:15:00 PM	78	59	No
12:30:00 PM	77	59	No
12:45:00 PM	78	59	No
1:00:00 PM	79	59	No
1:15:00 PM	79	59	No
1:30:00 PM	78	59	No
1:45:00 PM	78	59	No
2:00:00 PM	80	59	No



RD13 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	77	59	No
2:30:00 PM	77	59	No
2:45:00 PM	78	59	No
3:00:00 PM	77	59	No
3:15:00 PM	78	59	No
3:30:00 PM	78	59	No
3:45:00 PM	77	59	No
4:00:00 PM	78	59	No
4:15:00 PM	84	59	No
4:30:00 PM	77	59	No
4:45:00 PM	79	59	No
5:00:00 PM	78	59	No
5:15:00 PM	77	59	No
5:30:00 PM	77	59	No
5:45:00 PM	76	59	No
6:00:00 PM	77	59	No
6:15:00 PM	77	59	No
6:30:00 PM	76	59	No
6:45:00 PM	77	59	No
7:00:00 PM	77	59	No
7:15:00 PM	77	59	No
7:30:00 PM	77	59	No
7:45:00 PM	79	59	No
8:00:00 PM	77	59	No
8:15:00 PM	77	59	No
8:30:00 PM	77	59	No
8:45:00 PM	77	59	No
9:00:00 PM	77	59	No
9:15:00 PM	78	59	No
9:30:00 PM	77	59	No
9:45:00 PM	76	59	No
10:00:00 PM	85	59	No
10:15:00 PM	78	59	No
10:30:00 PM	77	59	No
10:45:00 PM	75	59	No
11:00:00 PM	76	59	No
11:15:00 PM	76	59	No
11:30:00 PM	75	59	No
11:45:00 PM	75	59	No

RD13 Elevated Receiver -Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	76	59	No
12:15:00 AM	75	59	No
12:30:00 AM	77	59	No
12:45:00 AM	75	59	No
1:00:00 AM	75	59	No
1:15:00 AM	75	59	No
1:30:00 AM	76	59	No
1:45:00 AM	75	59	No
2:00:00 AM	72	59	No
2:15:00 AM	81	59	No
2:30:00 AM	71	59	No
2:45:00 AM	70	59	No
3:00:00 AM	73	59	No
3:15:00 AM	73	59	No
3:30:00 AM	74	59	No
3:45:00 AM	72	59	No
4:00:00 AM	73	59	No
4:15:00 AM	73	59	No
4:30:00 AM	73	59	No
4:45:00 AM	75	59	No
5:00:00 AM	74	59	No
5:15:00 AM	75	59	No
5:30:00 AM	74	59	No
5:45:00 AM	75	59	No
6:00:00 AM	75	59	No
6:15:00 AM	75	59	No
6:30:00 AM	76	59	No
6:45:00 AM	77	59	No
7:00:00 AM	76	59	No
7:15:00 AM	77	59	No
7:30:00 AM	74	59	No
7:45:00 AM	75	59	No
8:00:00 AM	75	59	No
8:15:00 AM	75	59	No
8:30:00 AM	76	59	No
8:45:00 AM	76	59	No
9:00:00 AM	76	59	No
9:15:00 AM	75	59	No
9:30:00 AM	77	59	No
9:45:00 AM	76	59	No
10:00:00 AM	77	59	No
10:15:00 AM	76	59	No
10:30:00 AM	76	59	No
10:45:00 AM	76	59	No
11:00:00 AM	76	59	No
11:15:00 AM	79	59	No
11:30:00 AM	78	59	No
11:45:00 AM	78	59	No
12:00:00 PM	78	59	No
12:15:00 PM	75	59	No
12:30:00 PM	77	59	No
12:45:00 PM	76	59	No
1:00:00 PM	77	59	No
1:15:00 PM	85	59	No
1:30:00 PM	87	59	No
1:45:00 PM	81	59	No
2:00:00 PM	78	59	No

RD13 Elevated Receiver - Weekends			
Time	Lcq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	77	59	No
2:30:00 PM	78	59	No
2:45:00 PM	77	59	No
3:00:00 PM	76	59	No
3:15:00 PM	76	59	No
3:30:00 PM	78	59	No
3:45:00 PM	77	59	No
4:00:00 PM	76	59	No
4:15:00 PM	76	59	No
4:30:00 PM	76	59	No
4:45:00 PM	76	59	No
5:00:00 PM	81	59	No
5:15:00 PM	78	59	No
5:30:00 PM	76	59	No
5:45:00 PM	75	59	No
6:00:00 PM	76	59	No
6:15:00 PM	76	59	No
6:30:00 PM	76	59	No
6:45:00 PM	76	59	No
7:00:00 PM	77	59	No
7:15:00 PM	78	59	No
7:30:00 PM	77	59	No
7:45:00 PM	83	59	No
8:00:00 PM	80	59	No
8:15:00 PM	78	59	No
8:30:00 PM	78	59	No
8:45:00 PM	79	59	No
9:00:00 PM	78	59	No
9:15:00 PM	79	59	No
9:30:00 PM	77	59	No
9:45:00 PM	77	59	No
10:00:00 PM	77	59	No
10:15:00 PM	81	59	No
10:30:00 PM	76	59	No
10:45:00 PM	77	59	No
11:00:00 PM	77	59	No
11:15:00 PM	78	59	No
11:30:00 PM	82	59	No
11:45:00 PM	76	59	No

RD14 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	70	49	No
12:15:00 AM	70	49	No
12:30:00 AM	67	49	No
12:45:00 AM	79	49	No
1:00:00 AM	67	49	No
1:15:00 AM	65	49	No
1:30:00 AM	77	49	No
1:45:00 AM	74	49	No
2:00:00 AM	64	49	No
2:15:00 AM	65	49	No
2:30:00 AM	66	49	No
2:45:00 AM	66	49	No
3:00:00 AM	70	49	No
3:15:00 AM	67	49	No
3:30:00 AM	64	49	No
3:45:00 AM	64	49	No
4:00:00 AM	65	49	No
4:15:00 AM	65	49	No
4:30:00 AM	68	49	No
4:45:00 AM	69	49	No
5:00:00 AM	69	49	No
5:15:00 AM	72	49	No
5:30:00 AM	71	49	No
5:45:00 AM	72	49	No
6:00:00 AM	72	49	No
6:15:00 AM	72	49	No
6:30:00 AM	74	49	No
6:45:00 AM	75	49	No
7:00:00 AM	73	49	No
7:15:00 AM	74	49	No
7:30:00 AM	76	49	No
7:45:00 AM	75	49	No
8:00:00 AM	75	49	No
8:15:00 AM	74	49	No
8:30:00 AM	75	49	No
8:45:00 AM	76	49	No
9:00:00 AM	75	49	No
9:15:00 AM	76	49	No
9:30:00 AM	75	49	No
9:45:00 AM	74	49	No
10:00:00 AM	78	49	No
10:15:00 AM	74	49	No
10:30:00 AM	73	49	No
10:45:00 AM	75	49	No
11:00:00 AM	73	49	No
11:15:00 AM	73	49	No
11:30:00 AM	73	49	No
11:45:00 AM	74	49	No
12:00:00 PM	76	49	No
12:15:00 PM	74	49	No
12:30:00 PM	73	49	No
12:45:00 PM	72	49	No
1:00:00 PM	74	49	No
1:15:00 PM	74	49	No
1:30:00 PM	73	49	No
1:45:00 PM	73	49	No
2:00:00 PM	74	49	No
2:15:00 PM	73	49	No
2:30:00 PM	74	49	No

<b>RD14 Elevated Receiver</b>			
<b>Time</b>	<b>Leq15 Threshold</b>	<b>Predicted</b>	<b>Exceedance (Yes/No)</b>
2:45:00 PM	76	49	No
3:00:00 PM	74	49	No
3:15:00 PM	73	49	No
3:30:00 PM	74	49	No
3:45:00 PM	74	49	No
4:00:00 PM	74	49	No
4:15:00 PM	73	49	No
4:30:00 PM	73	49	No
4:45:00 PM	73	49	No
5:00:00 PM	73	49	No
5:15:00 PM	74	49	No
5:30:00 PM	73	49	No
5:45:00 PM	73	49	No
6:00:00 PM	74	49	No
6:15:00 PM	71	49	No
6:30:00 PM	71	49	No
6:45:00 PM	71	49	No
7:00:00 PM	73	49	No
7:15:00 PM	73	49	No
7:30:00 PM	72	49	No
7:45:00 PM	72	49	No
8:00:00 PM	72	49	No
8:15:00 PM	72	49	No
8:30:00 PM	72	49	No
8:45:00 PM	71	49	No
9:00:00 PM	71	49	No
9:15:00 PM	72	49	No
9:30:00 PM	73	49	No
9:45:00 PM	70	49	No
10:00:00 PM	79	49	No
10:15:00 PM	71	49	No
10:30:00 PM	76	49	No
10:45:00 PM	70	49	No
11:00:00 PM	70	49	No
11:15:00 PM	70	49	No
11:30:00 PM	69	49	No
11:45:00 PM	69	49	No

RD14 Elevated Receiver - Weekend			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	68	49	No
12:15:00 AM	69	49	No
12:30:00 AM	68	49	No
12:45:00 AM	66	49	No
1:00:00 AM	66	49	No
1:15:00 AM	66	49	No
1:30:00 AM	66	49	No
1:45:00 AM	65	49	No
2:00:00 AM	64	49	No
2:15:00 AM	68	49	No
2:30:00 AM	64	49	No
2:45:00 AM	66	49	No
3:00:00 AM	67	49	No
3:15:00 AM	66	49	No
3:30:00 AM	66	49	No
3:45:00 AM	63	49	No
4:00:00 AM	62	49	No
4:15:00 AM	62	49	No
4:30:00 AM	63	49	No
4:45:00 AM	65	49	No
5:00:00 AM	61	49	No
5:15:00 AM	60	49	No
5:30:00 AM	64	49	No
5:45:00 AM	64	49	No
6:00:00 AM	62	49	No
6:15:00 AM	65	49	No
6:30:00 AM	66	49	No
6:45:00 AM	66	49	No
7:00:00 AM	68	49	No
7:15:00 AM	67	49	No
7:30:00 AM	68	49	No
7:45:00 AM	68	49	No
8:00:00 AM	68	49	No
8:15:00 AM	69	49	No
8:30:00 AM	68	49	No
8:45:00 AM	69	49	No
9:00:00 AM	70	49	No
9:15:00 AM	69	49	No
9:30:00 AM	69	49	No
9:45:00 AM	71	49	No
10:00:00 AM	69	49	No
10:15:00 AM	70	49	No
10:30:00 AM	69	49	No
10:45:00 AM	70	49	No
11:00:00 AM	69	49	No
11:15:00 AM	69	49	No
11:30:00 AM	70	49	No
11:45:00 AM	74	49	No
12:00:00 PM	70	49	No
12:15:00 PM	70	49	No
12:30:00 PM	71	49	No
12:45:00 PM	71	49	No
1:00:00 PM	71	49	No
1:15:00 PM	70	49	No
1:30:00 PM	69	49	No
1:45:00 PM	70	49	No
2:00:00 PM	70	49	No
2:15:00 PM	71	49	No
2:30:00 PM	70	49	No

RD14 Elevated Receiver - Weekend			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:45:00 PM	71	49	No
3:00:00 PM	72	49	No
3:15:00 PM	69	49	No
3:30:00 PM	69	49	No
3:45:00 PM	69	49	No
4:00:00 PM	74	49	No
4:15:00 PM	69	49	No
4:30:00 PM	70	49	No
4:45:00 PM	73	49	No
5:00:00 PM	70	49	No
5:15:00 PM	69	49	No
5:30:00 PM	70	49	No
5:45:00 PM	71	49	No
6:00:00 PM	69	49	No
6:15:00 PM	70	49	No
6:30:00 PM	69	49	No
6:45:00 PM	70	49	No
7:00:00 PM	71	49	No
7:15:00 PM	72	49	No
7:30:00 PM	71	49	No
7:45:00 PM	71	49	No
8:00:00 PM	71	49	No
8:15:00 PM	71	49	No
8:30:00 PM	71	49	No
8:45:00 PM	71	49	No
9:00:00 PM	71	49	No
9:15:00 PM	70	49	No
9:30:00 PM	70	49	No
9:45:00 PM	71	49	No
10:00:00 PM	69	49	No
10:15:00 PM	70	49	No
10:30:00 PM	70	49	No
10:45:00 PM	69	49	No
11:00:00 PM	69	49	No
11:15:00 PM	70	49	No
11:30:00 PM	69	49	No
11:45:00 PM	72	49	No

RD15 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	63	60	No
12:15:00 AM	63	60	No
12:30:00 AM	63	60	No
12:45:00 AM	76	60	No
1:00:00 AM	75	60	No
1:15:00 AM	61	60	No
1:30:00 AM	74	60	No
1:45:00 AM	69	60	No
2:00:00 AM	61	60	No
2:15:00 AM	61	60	No
2:30:00 AM	64	60	No
2:45:00 AM	64	60	No
3:00:00 AM	64	60	No
3:15:00 AM	62	60	No
3:30:00 AM	64	60	No
3:45:00 AM	61	60	No
4:00:00 AM	61	60	No
4:15:00 AM	62	60	No
4:30:00 AM	63	60	No
4:45:00 AM	64	60	No
5:00:00 AM	69	60	No
5:15:00 AM	63	60	No
5:30:00 AM	65	60	No
5:45:00 AM	64	60	No
6:00:00 AM	68	60	No
6:15:00 AM	71	60	No
6:30:00 AM	78	60	No
6:45:00 AM	75	60	No
7:00:00 AM	71	60	No
7:15:00 AM	76	60	No
7:30:00 AM	71	60	No
7:45:00 AM	72	60	No
8:00:00 AM	72	60	No
8:15:00 AM	74	60	No
8:30:00 AM	75	60	No
8:45:00 AM	74	60	No
9:00:00 AM	74	60	No
9:15:00 AM	76	60	No
9:30:00 AM	76	60	No
9:45:00 AM	76	60	No
10:00:00 AM	75	60	No
10:15:00 AM	72	60	No
10:30:00 AM	70	60	No
10:45:00 AM	73	60	No
11:00:00 AM	72	60	No
11:15:00 AM	76	60	No
11:30:00 AM	71	60	No
11:45:00 AM	74	60	No
12:00:00 PM	73	60	No
12:15:00 PM	68	60	No
12:30:00 PM	71	60	No
12:45:00 PM	75	60	No
1:00:00 PM	78	60	No
1:15:00 PM	78	60	No
1:30:00 PM	75	60	No
1:45:00 PM	73	60	No



RD15 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:00:00 PM	76	60	No
2:15:00 PM	74	60	No
2:30:00 PM	76	60	No
2:45:00 PM	75	60	No
3:00:00 PM	75	60	No
3:15:00 PM	75	60	No
3:30:00 PM	74	60	No
3:45:00 PM	74	60	No
4:00:00 PM	73	60	No
4:15:00 PM	82	60	No
4:30:00 PM	74	60	No
4:45:00 PM	77	60	No
5:00:00 PM	69	60	No
5:15:00 PM	68	60	No
5:30:00 PM	67	60	No
5:45:00 PM	68	60	No
6:00:00 PM	70	60	No
6:15:00 PM	66	60	No
6:30:00 PM	66	60	No
6:45:00 PM	72	60	No
7:00:00 PM	68	60	No
7:15:00 PM	67	60	No
7:30:00 PM	66	60	No
7:45:00 PM	67	60	No
8:00:00 PM	66	60	No
8:15:00 PM	65	60	No
8:30:00 PM	66	60	No
8:45:00 PM	68	60	No
9:00:00 PM	68	60	No
9:15:00 PM	71	60	No
9:30:00 PM	67	60	No
9:45:00 PM	74	60	No
10:00:00 PM	82	60	No
10:15:00 PM	78	60	No
10:30:00 PM	72	60	No
10:45:00 PM	67	60	No
11:00:00 PM	65	60	No
11:15:00 PM	65	60	No
11:30:00 PM	68	60	No
11:45:00 PM	66	60	No

RD15 Elevated Receivers			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	65	62	No
12:15:00 AM	65	62	No
12:30:00 AM	64	62	No
12:45:00 AM	78	62	No
1:00:00 AM	77	62	No
1:15:00 AM	63	62	No
1:30:00 AM	75	62	No
1:45:00 AM	71	62	No
2:00:00 AM	63	62	No
2:15:00 AM	63	62	No
2:30:00 AM	66	62	No
2:45:00 AM	65	62	No
3:00:00 AM	65	62	No
3:15:00 AM	63	62	No
3:30:00 AM	66	62	No
3:45:00 AM	63	62	No
4:00:00 AM	63	62	No
4:15:00 AM	63	62	No
4:30:00 AM	64	62	No
4:45:00 AM	66	62	No
5:00:00 AM	71	62	No
5:15:00 AM	65	62	No
5:30:00 AM	67	62	No
5:45:00 AM	66	62	No
6:00:00 AM	70	62	No
6:15:00 AM	72	62	No
6:30:00 AM	80	62	No
6:45:00 AM	76	62	No
7:00:00 AM	72	62	No
7:15:00 AM	77	62	No
7:30:00 AM	72	62	No
7:45:00 AM	74	62	No
8:00:00 AM	74	62	No
8:15:00 AM	75	62	No
8:30:00 AM	77	62	No
8:45:00 AM	76	62	No
9:00:00 AM	75	62	No
9:15:00 AM	77	62	No
9:30:00 AM	77	62	No
9:45:00 AM	78	62	No
10:00:00 AM	76	62	No
10:15:00 AM	74	62	No
10:30:00 AM	71	62	No
10:45:00 AM	74	62	No
11:00:00 AM	74	62	No
11:15:00 AM	78	62	No
11:30:00 AM	73	62	No
11:45:00 AM	76	62	No
12:00:00 PM	74	62	No
12:15:00 PM	70	62	No
12:30:00 PM	72	62	No
12:45:00 PM	77	62	No
1:00:00 PM	80	62	No
1:15:00 PM	80	62	No
1:30:00 PM	77	62	No
1:45:00 PM	75	62	No
2:00:00 PM	77	62	No

<b>RD15 Elevated Receivers</b>			
<b>Time</b>	<b>Leq15 Threshold</b>	<b>Predicted</b>	<b>Exceedance (Yes/No)</b>
2:15:00 PM	75	62	No
2:30:00 PM	77	62	No
2:45:00 PM	77	62	No
3:00:00 PM	76	62	No
3:15:00 PM	76	62	No
3:30:00 PM	76	62	No
3:45:00 PM	76	62	No
4:00:00 PM	75	62	No
4:15:00 PM	84	62	No
4:30:00 PM	75	62	No
4:45:00 PM	78	62	No
5:00:00 PM	70	62	No
5:15:00 PM	70	62	No
5:30:00 PM	69	62	No
5:45:00 PM	70	62	No
6:00:00 PM	71	62	No
6:15:00 PM	68	62	No
6:30:00 PM	67	62	No
6:45:00 PM	74	62	No
7:00:00 PM	69	62	No
7:15:00 PM	68	62	No
7:30:00 PM	67	62	No
7:45:00 PM	68	62	No
8:00:00 PM	68	62	No
8:15:00 PM	67	62	No
8:30:00 PM	68	62	No
8:45:00 PM	69	62	No
9:00:00 PM	70	62	No
9:15:00 PM	72	62	No
9:30:00 PM	69	62	No
9:45:00 PM	76	62	No
10:00:00 PM	83	62	No
10:15:00 PM	79	62	No
10:30:00 PM	74	62	No
10:45:00 PM	68	62	No
11:00:00 PM	67	62	No
11:15:00 PM	67	62	No
11:30:00 PM	69	62	No
11:45:00 PM	67	62	No

RD15 Elevated Receivers -Weekend			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	71	62	No
12:15:00 AM	70	62	No
12:30:00 AM	70	62	No
12:45:00 AM	71	62	No
1:00:00 AM	70	62	No
1:15:00 AM	71	62	No
1:30:00 AM	70	62	No
1:45:00 AM	70	62	No
2:00:00 AM	68	62	No
2:15:00 AM	70	62	No
2:30:00 AM	68	62	No
2:45:00 AM	68	62	No
3:00:00 AM	69	62	No
3:15:00 AM	70	62	No
3:30:00 AM	70	62	No
3:45:00 AM	70	62	No
4:00:00 AM	70	62	No
4:15:00 AM	70	62	No
4:30:00 AM	79	62	No
4:45:00 AM	89	62	No
5:00:00 AM	77	62	No
5:15:00 AM	71	62	No
5:30:00 AM	69	62	No
5:45:00 AM	69	62	No
6:00:00 AM	70	62	No
6:15:00 AM	70	62	No
6:30:00 AM	70	62	No
6:45:00 AM	74	62	No
7:00:00 AM	75	62	No
7:15:00 AM	74	62	No
7:30:00 AM	72	62	No
7:45:00 AM	69	62	No
8:00:00 AM	70	62	No
8:15:00 AM	69	62	No
8:30:00 AM	70	62	No
8:45:00 AM	69	62	No
9:00:00 AM	69	62	No
9:15:00 AM	69	62	No
9:30:00 AM	70	62	No
9:45:00 AM	70	62	No
10:00:00 AM	69	62	No
10:15:00 AM	69	62	No
10:30:00 AM	70	62	No
10:45:00 AM	70	62	No
11:00:00 AM	70	62	No
11:15:00 AM	71	62	No
11:30:00 AM	72	62	No
11:45:00 AM	66	62	No
12:00:00 PM	68	62	No
12:15:00 PM	65	62	No
12:30:00 PM	64	62	No
12:45:00 PM	64	62	No
1:00:00 PM	68	62	No
1:15:00 PM	69	62	No
1:30:00 PM	76	62	No
1:45:00 PM	67	62	No
2:00:00 PM	65	62	No
2:15:00 PM	65	62	No

RD15 Elevated Receivers -Weekend			62	
Time	Leq15 Threshold		62	Exceedance (Yes/No)
2:30:00 PM	65		62	No
2:45:00 PM	74		62	No
3:00:00 PM	65		62	No
3:15:00 PM	66		62	No
3:30:00 PM	69		62	No
3:45:00 PM	68		62	No
4:00:00 PM	69		62	No
4:15:00 PM	70		62	No
4:30:00 PM	70		62	No
4:45:00 PM	70		62	No
5:00:00 PM	74		62	No
5:15:00 PM	69		62	No
5:30:00 PM	70		62	No
5:45:00 PM	70		62	No
6:00:00 PM	69		62	No
6:15:00 PM	69		62	No
6:30:00 PM	69		62	No
6:45:00 PM	70		62	No
7:00:00 PM	71		62	No
7:15:00 PM	71		62	No
7:30:00 PM	73		62	No
7:45:00 PM	76		62	No
8:00:00 PM	72		62	No
8:15:00 PM	78		62	No
8:30:00 PM	71		62	No
8:45:00 PM	71		62	No
9:00:00 PM	71		62	No
9:15:00 PM	72		62	No
9:30:00 PM	71		62	No
9:45:00 PM	71		62	No
10:00:00 PM	71		62	No
10:15:00 PM	71		62	No
10:30:00 PM	71		62	No
10:45:00 PM	72		62	No
11:00:00 PM	71		62	No
11:15:00 PM	72		62	No
11:30:00 PM	74		62	No
11:45:00 PM	71		62	No

RD16 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	71	55	No
12:15:00 AM	72	55	No
12:30:00 AM	68	55	No
12:45:00 AM	70	55	No
1:00:00 AM	69	55	No
1:15:00 AM	65	55	No
1:30:00 AM	66	55	No
1:45:00 AM	66	55	No
2:00:00 AM	72	55	No
2:15:00 AM	69	55	No
2:30:00 AM	71	55	No
2:45:00 AM	62	55	No
3:00:00 AM	70	55	No
3:15:00 AM	63	55	No
3:30:00 AM	62	55	No
3:45:00 AM	70	55	No
4:00:00 AM	64	55	No
4:15:00 AM	67	55	No
4:30:00 AM	67	55	No
4:45:00 AM	68	55	No
5:00:00 AM	71	55	No
5:15:00 AM	72	55	No
5:30:00 AM	73	55	No
5:45:00 AM	71	55	No
6:00:00 AM	74	55	No
6:15:00 AM	76	55	No
6:30:00 AM	78	55	No
6:45:00 AM	75	55	No
7:00:00 AM	76	55	No
7:15:00 AM	81	55	No
7:30:00 AM	76	55	No
7:45:00 AM	76	55	No
8:00:00 AM	77	55	No
8:15:00 AM	75	55	No
8:30:00 AM	74	55	No
8:45:00 AM	80	55	No
9:00:00 AM	76	55	No
9:15:00 AM	79	55	No
9:30:00 AM	76	55	No
9:45:00 AM	75	55	No
10:00:00 AM	77	55	No
10:15:00 AM	75	55	No
10:30:00 AM	75	55	No
10:45:00 AM	75	55	No
11:00:00 AM	76	55	No
11:15:00 AM	76	55	No
11:30:00 AM	75	55	No
11:45:00 AM	76	55	No
12:00:00 PM	76	55	No
12:15:00 PM	76	55	No
12:30:00 PM	76	55	No
12:45:00 PM	77	55	No
1:00:00 PM	76	55	No
1:15:00 PM	76	55	No
1:30:00 PM	74	55	No
1:45:00 PM	77	55	No
2:00:00 PM	74	55	No
2:15:00 PM	75	55	No

RD16 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:30:00 PM	74	55	No
2:45:00 PM	75	55	No
3:00:00 PM	78	55	No
3:15:00 PM	75	55	No
3:30:00 PM	75	55	No
3:45:00 PM	75	55	No
4:00:00 PM	77	55	No
4:15:00 PM	76	55	No
4:30:00 PM	74	55	No
4:45:00 PM	76	55	No
5:00:00 PM	74	55	No
5:15:00 PM	76	55	No
5:30:00 PM	76	55	No
5:45:00 PM	76	55	No
6:00:00 PM	77	55	No
6:15:00 PM	75	55	No
6:30:00 PM	83	55	No
6:45:00 PM	78	55	No
7:00:00 PM	75	55	No
7:15:00 PM	74	55	No
7:30:00 PM	76	55	No
7:45:00 PM	77	55	No
8:00:00 PM	84	55	No
8:15:00 PM	75	55	No
8:30:00 PM	76	55	No
8:45:00 PM	76	55	No
9:00:00 PM	75	55	No
9:15:00 PM	75	55	No
9:30:00 PM	75	55	No
9:45:00 PM	80	55	No
10:00:00 PM	74	55	No
10:15:00 PM	75	55	No
10:30:00 PM	76	55	No
10:45:00 PM	74	55	No
11:00:00 PM	71	55	No
11:15:00 PM	73	55	No
11:30:00 PM	70	55	No
11:45:00 PM	76	55	No

RD16 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	70	55	No
12:15:00 AM	73	55	No
12:30:00 AM	73	55	No
12:45:00 AM	71	55	No
1:00:00 AM	68	55	No
1:15:00 AM	69	55	No
1:30:00 AM	77	55	No
1:45:00 AM	67	55	No
2:00:00 AM	74	55	No
2:15:00 AM	80	55	No
2:30:00 AM	72	55	No
2:45:00 AM	72	55	No
3:00:00 AM	77	55	No
3:15:00 AM	77	55	No
3:30:00 AM	73	55	No
3:45:00 AM	68	55	No
4:00:00 AM	75	55	No
4:15:00 AM	71	55	No
4:30:00 AM	72	55	No
4:45:00 AM	72	55	No
5:00:00 AM	62	55	No
5:15:00 AM	64	55	No
5:30:00 AM	66	55	No
5:45:00 AM	68	55	No
6:00:00 AM	64	55	No
6:15:00 AM	74	55	No
6:30:00 AM	68	55	No
6:45:00 AM	69	55	No
7:00:00 AM	68	55	No
7:15:00 AM	69	55	No
7:30:00 AM	70	55	No
7:45:00 AM	69	55	No
8:00:00 AM	73	55	No
8:15:00 AM	69	55	No
8:30:00 AM	72	55	No
8:45:00 AM	71	55	No
9:00:00 AM	71	55	No
9:15:00 AM	71	55	No
9:30:00 AM	72	55	No
9:45:00 AM	73	55	No
10:00:00 AM	73	55	No
10:15:00 AM	75	55	No
10:30:00 AM	74	55	No
10:45:00 AM	75	55	No
11:00:00 AM	71	55	No
11:15:00 AM	71	55	No
11:30:00 AM	72	55	No
11:45:00 AM	74	55	No
12:00:00 PM	74	55	No
12:15:00 PM	72	55	No
12:30:00 PM	73	55	No
12:45:00 PM	75	55	No
1:00:00 PM	74	55	No
1:15:00 PM	74	55	No
1:30:00 PM	74	55	No
1:45:00 PM	74	55	No
2:00:00 PM	75	55	No



RD16 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	74	55	No
2:30:00 PM	73	55	No
2:45:00 PM	72	55	No
3:00:00 PM	74	55	No
3:15:00 PM	73	55	No
3:30:00 PM	72	55	No
3:45:00 PM	72	55	No
4:00:00 PM	75	55	No
4:15:00 PM	75	55	No
4:30:00 PM	73	55	No
4:45:00 PM	74	55	No
5:00:00 PM	73	55	No
5:15:00 PM	74	55	No
5:30:00 PM	73	55	No
5:45:00 PM	73	55	No
6:00:00 PM	71	55	No
6:15:00 PM	73	55	No
6:30:00 PM	72	55	No
6:45:00 PM	75	55	No
7:00:00 PM	74	55	No
7:15:00 PM	74	55	No
7:30:00 PM	75	55	No
7:45:00 PM	74	55	No
8:00:00 PM	74	55	No
8:15:00 PM	75	55	No
8:30:00 PM	75	55	No
8:45:00 PM	76	55	No
9:00:00 PM	75	55	No
9:15:00 PM	76	55	No
9:30:00 PM	75	55	No
9:45:00 PM	75	55	No
10:00:00 PM	77	55	No
10:15:00 PM	76	55	No
10:30:00 PM	73	55	No
10:45:00 PM	75	55	No
11:00:00 PM	73	55	No
11:15:00 PM	75	55	No
11:30:00 PM	72	55	No
11:45:00 PM	73	55	No

**MTA PURPLE LINE SECTION 2 PROJECT  
NOISE CONTROL PLAN MOA CONDITIONS  
Wilshire/Rodeo Station Entrance Excavation**



November 4, 2020

Submitted by:



*Engineered Solutions*

Submitted to:

**TUTOR PERINI/O&G, JV**

**1801 Century Park East, Ste. 500**

**Los Angeles, CA 90067**





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## 1. Introduction

The aim of this study is to analyze and predict the construction noise levels during excavation at Station Entrance and hauling operations at Wilshire/Reeves. The excavation site is located directly in front of staging yard at 9430 Wilshire Blvd. The site is surrounded by high rise office spaces alongside Wilshire Blvd. The residential buildings are located to the east and south of the excavation site. Commercial structures are located to the south as well as north across Wilshire Blvd.

## 2. Construction Schedule

The excavation work will start in second week of June 2020.

## 3. SoundPLAN

The sound model for the excavation was developed for continuous noise generation during the daily work shifts. *SoundPLAN* was configured with settings outlined in Table 1. The noise modelling was performed using *SoundPLAN* version 8.1, which calculates outdoor noise propagation based upon the methodology specified in ISO 9613 -2.

Table 1 *SoundPLAN* Noise Prediction Model Settings

<b>Prediction Model:</b>	ISO 9613 -2 "Acoustics -- Attenuation of sound during propagation outdoors -- Part 2: General method of calculation", 1993
<b>Air absorption:</b>	ISO 9613-1 "Acoustics -- Attenuation of sound during propagation outdoors -- Part 1: Calculation of the absorption of sound by the atmosphere"
<b>Environment:</b>	
<b>Air pressure</b>	1013 mbar
<b>rel. Humidity</b>	70%
<b>Temperature</b>	25 °C = 77 °F
<b>Maximum Screening Loss:</b>	
<b>Assessment:</b>	Leq
<b>Frequency Weighting:</b>	dBA
<b>Ground:</b>	Reflective Ground $g=0$

Note:

- The accuracy of a noise model depends on several parameters such as source input (sound power level, spectral content, operation consideration), modeling standard settings, and noise prediction parameters.
- The excavation area was modeled using the *SoundPLAN* noise modeling software. The prediction uses the ISO 9613 -2 [Acoustics -- attenuation of sound during propagation outdoors -- Part 2: General Method of Calculation", 1993] prediction standard. *SoundPLAN* follows and meets the requirements developed for quality assurance of software implementation of ISO 9613-2 [ISO 175343 Acoustics -- software for the calculation of sound outdoors -- Part 3: Recommendations for quality assured implementation of ISO 9613-2].
- The ISO 9613-2 standard was developed with slight downwind and inversion condition which typically overpredicts than under-predict the noise levels. The FHWA emission data do also tend to be conservative and overestimate the equipment noise generation.
- Regarding the overall predicted sound level, the model assumes that all equipment operates at the same time, which is a conservative prediction process.
- The equipment sound power level inputs were based on measured data provided by TPOG, Specification 01 56 19 and data published by FHWA - Table 1. Construction Equipment Noise Emission Levels ([https://ops.fhwa.dot.gov/wz/workshops/accessible/Schexnayder\\_paper.htm](https://ops.fhwa.dot.gov/wz/workshops/accessible/Schexnayder_paper.htm)). The FHWA data typically does not reflect the newest noise control technology and provide a conservative assessment with higher input sound power levels.



## 4. Noise Control Plan

The noise control plan was developed based on the situation below:

- Excavation and Hauling operational for 24 hours/day.
- Excavation site is surrounded by variable height of Noise Barrier ranging from 20 ft to 10.75 ft.

It should be noted that if the excavation location is modified or addition locations are added, further updated noise control plans will be provided. Also, the noise control plan will be updated quarterly.

### 4.1 Construction Equipment

Construction equipment list shown in Table 2 was used for the model development. Please refer to Table 2 for the equipment specification,

Table 2. Sound Power Levels

Name (Source Height)	Lw (dbA)	Noise Levels @ 50 ft (dbA)	Utilization
Dump Trucks (Height 12 ft)	105	75	66%
Haul Route (Height 12ft, Speed 20mph)	105	75	Noise Exposure -10%***
Excavators (Height 8 ft)	109	79	80%
Ventilation Fan (Height 3ft)	112	82	100%
Ventilation Metal Grate -- Modeled as two separate point sources* (At ground Elev)	89	59	100%

- Note: Noise Levels at 50 ft were provided by TPOG, Equipment are not subjected to requirements beyond specification 01 56 19
- \*Noise Power Levels for Metal grate was calculated by using the Noise Measurement Data provided by Metro, Noise Silencer was used to reduce the noise from the intake, see Appendix
- Please refer to Appendix C for Noise Certification. \*\*\* Equipment Noise Certification for ventilation fans is attached in Appendix.
- Note: The sound Power Levels were calculated from the Noise Levels @50 ft as shown in the table below ( $L_w = L_{50} + 20 \log (50 \times 0.3048) + 8$ )
- \*\*\*The Noise Exposure from Haul route is calculated at 20 mph. The trucks are anticipated to pass the sensitive receivers every 5 minutes, creating noise exposure of 30 seconds for each receiver for 5 minute period or 90 seconds every 15 mins or 10%.

### 4.2 Site Plan and Discussions

The Baseline Model for situation is shown Figure 1, it includes all equipment that would be operational during excavation. Noise Barrier (NRC=0.85) is indicated as blue boundary. The Noise Barrier is positioned as a continuous wall; Noise barrier height is indicated on figure 1.

Noise Sensitive locations as per MOA conditions are shown in Figure 2. The residential buildings are shown in blue; hotels are shown as light green; and commercial buildings are striped. The buildings were modeled at their full height; varying floor heights were identified.

To make the model conservative, Excavator was modeled as an area source. The Truck Haul Route was added as a line source whereas use of the Dump Truck was modeled as a point source. The Utilization factors for Excavator is taken to be 80 %. The sound power level used for the excavator are based on the



field measurement of the sound levels at 50 ft (see appendix for certificate). The excavator is not to exceed 79 dBA noise levels at 50 ft during the construction operation as indicated on the certificate.

Note that *Sound Plan* includes functionality to calculate the effective noise power levels from Stationary Noise Levels and the speed of the Line Noise Source. The noise exposure from the haul route will be around 90 seconds for 15 minutes interval considering 30 seconds exposure during each 5 minutes dump cycle.

Along with the Haul Route, excavator, and dump trucks a ventilation fan was also added in the noise control plan at Canon Yard. A 20ft high noise wall is installed around the Canon Yard, also shown in green in Figure 2. An additional 14 feet high noise wall was modeled around the Ventilation Fan as shown in figure 1. The maximum operational noise value for the ventilation fans shall be 82 dBA at 50 feet per the noise certificate attached in the appendix.

Ventilation intake located at Wilshire/Beverly Dr. was also included in the noise model. The Sound Power Levels for the Ventilation grate were calculated from the noise measurement provided by Metro (see Appendix). The ventilation intake was modeled as two-point source to match the noise profile provided by the measurement results.



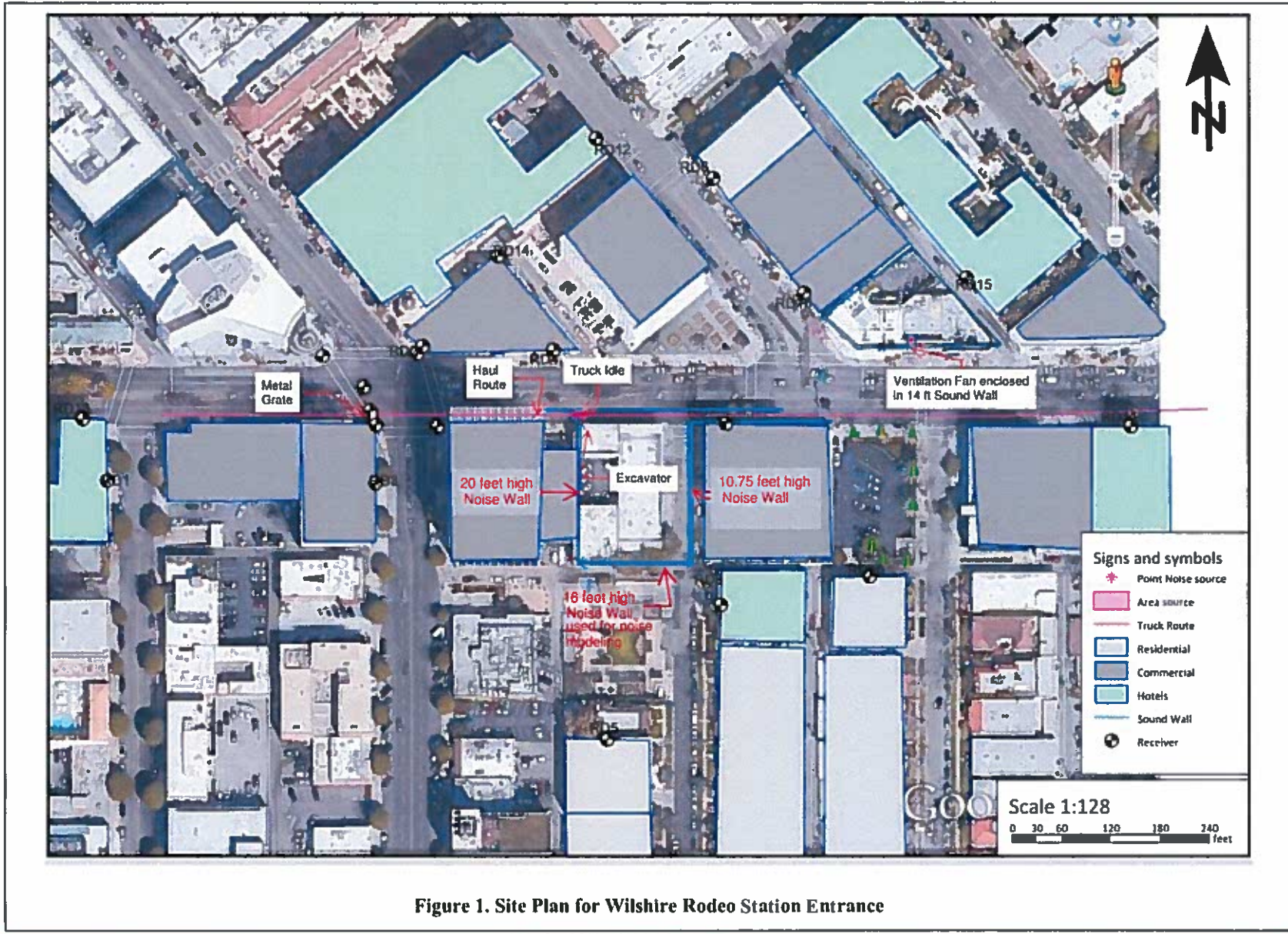


Figure 1. Site Plan for Wilshire Rodeo Station Entrance





Figure 2. Sensitive Noise Locations around Wilshire Rodeo Station Excavation



#### **4.3 Results and Observations**

Noise predictions for 24 h are presented in Appendix B. Threshold limits at the receivers established by CSDA are used for comparing predicted noise levels. As Excavator noise levels were reduced as per report attached in Appendix A.

No Exceedances were predicted for the planned construction work except for Receptor RD-5 when working during weekend between 5:15 AM and 5:30 AM where the threshold is 54 dBA and the predicted noise is 55dBA.

The aforementioned exceedance shall be eliminated by switching off dump trucks for 15 minutes interval starting at 5:15 AM when working during weekends. This will reduce the predicted noise at RD-5 to 52 dBA. The updated results for RD-5 are shown in Appendix D.

Noise from a construction activity and/or construction equipment shall comply with all noise requirements identified in Article XIV of the MOA, which includes the Lmax noise limits. If the activity, the equipment in use and/or the sound enclosure for the equipment are modified or the equipment is operated at a location not identified in the noise control plan, the noise control plan shall be revised to address the changed conditions and resubmitted to the City for review and approval. The use of non-compliant equipment and/or engaging in a construction activity that exceeds the MOA identified noise limits including Lmax noise level shall not continue until the City approves a noise control plan revision and/or the implementation of noise mitigation to ensure that the equipment complies with noise limits identified in Article XIV.

## **5. Mitigation Measures**

Based on the simulations following mitigation measures will be taken:

- 1) Excavation area will be surrounded by variable height Noise Barrier as discussed in previous sections (NRC= 0.85).
- 2) If noise levels exceed during nighttime equipment utilization will be reduced to meet the threshold.
- 3) If during noise monitoring Lmax level exceeds the threshold value following actions will be taken:
  1. Contractor shall switch equipment to meet noise requirements. OR
  2. Contractor shall modify work hours to meet noise requirements. OR
  3. Contractor shall use other available noise reduction measures.
- 4) To reduce noise levels at Wilshire / Beverly intake grate, install additional silencer at each intake fan, see Appendix C for silencer product data



## **APPENDIX A - Excavator Noise Certificate**





Los Angeles County Metropolitan Transportation Authority  
Westside Purple Line Extension Project, Section 2

FIGURE 3

EQUIPMENT NOISE LEVEL DATA REPORTING FORM

APPLICATION FOR CERTIFICATE OF EQUIPMENT NOISE COMPLIANCE

Contractor Name: TPOGJV  
Contract Name & Number: Tutor Perini and O&G JV,

Equipment Type: Excavator  
Manufacturer & Model Number: CAT 390  
Identification Number: FHHNG00186  
Rated Power & Capacity: 406 HP  
Operating Condition During Test: Good- (Noise Reduction Measures)

Measured Sound Levels at 20 to 50 feet:

Measured Values and Distance:

Right Side: 78.4 dBA (SLOW), at 50 feet  
Left Side: 79 dBA (SLOW), at 50 feet

Estimated Values at 50-Foot Distance:

Right Side: \_\_\_\_\_ dBA (SLOW).  
Left Side: \_\_\_\_\_ dBA (SLOW).

Maximum Values Allowed for this Equipment: 81 (As per Specs 01 55 19) dBA (SLOW) at 50 feet.

If equipment sound level exceeds maximum value allowed, indicate action taken to achieve compliance:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name, Address & Phone No. of Acoustical Engineer: Dr. Dots Oyenuqa, 3767 Overland Avenue, Los Angeles 90034, Suite 115, +1 -510 207 1387

Authorized Signature: [Signature] Date: 6/12/20  
CONTRACTOR'S APPROVAL:  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
ENGINEER'S CONCURRENCE:  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **APPENDIX B – Ventilation Fan Noise Certificate**



**EQUIPMENT NOISE LEVEL DATA REPORTING FORM**

**APPLICATION FOR CERTIFICATE OF EQUIPMENT NOISE COMPLIANCE**

Contractor Name: TPOG  
Contract Name & Number: MTA Purple line Extension 2 , C1120

Equipment Type: Ventilation Fan  
Manufacturer & Model Number: R-5300-B-SS-XP  
Identification Number: 300 HP  
Rated Power & Capacity: \_\_\_\_\_  
Operating Condition During Test: Sunny, Clear Sky

**Measured Sound Levels at 20 to 50 feet:**

Measured Values and Distance: There were obstructions blocking the right side of the ventilation fans, as a result of which the noise level for right side is lower than the left.

Right Side: 76.4 dBA (SLOW), at 50 feet  
Left Side: 82.4 dBA (SLOW), at 50 feet

Estimated Values at 50-Foot Distance:

Right Side: \_\_\_\_\_ dBA (SLOW).  
Left Side: \_\_\_\_\_ dBA (SLOW).

Maximum Values Allowed for this Equipment: 85 dBA (SLOW) at 50 feet.

Note: Equipment was operated at maximum governed rpm under full load conditions during the tests. All tests were performed under the supervision of the Acoustical Engineer.

If equipment sound level exceeds maximum value allowed, indicate action taken to achieve compliance:  
\_\_\_\_\_  
\_\_\_\_\_

Name, Address & Phone No. of Acoustical Engineer: Dr. Dots Oyenuga, 3767 Overland Avenue, Suite # 115, (510) 207 1387

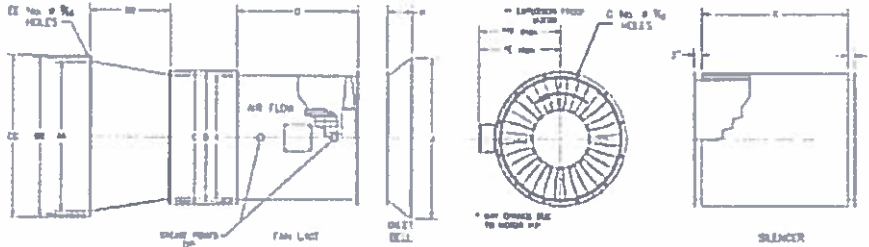
Authorized Signature: \_\_\_\_\_ Date: 02/20/20  
CONTRACTOR'S APPROVAL:  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
ENGINEER'S CONCURRENCE:  
Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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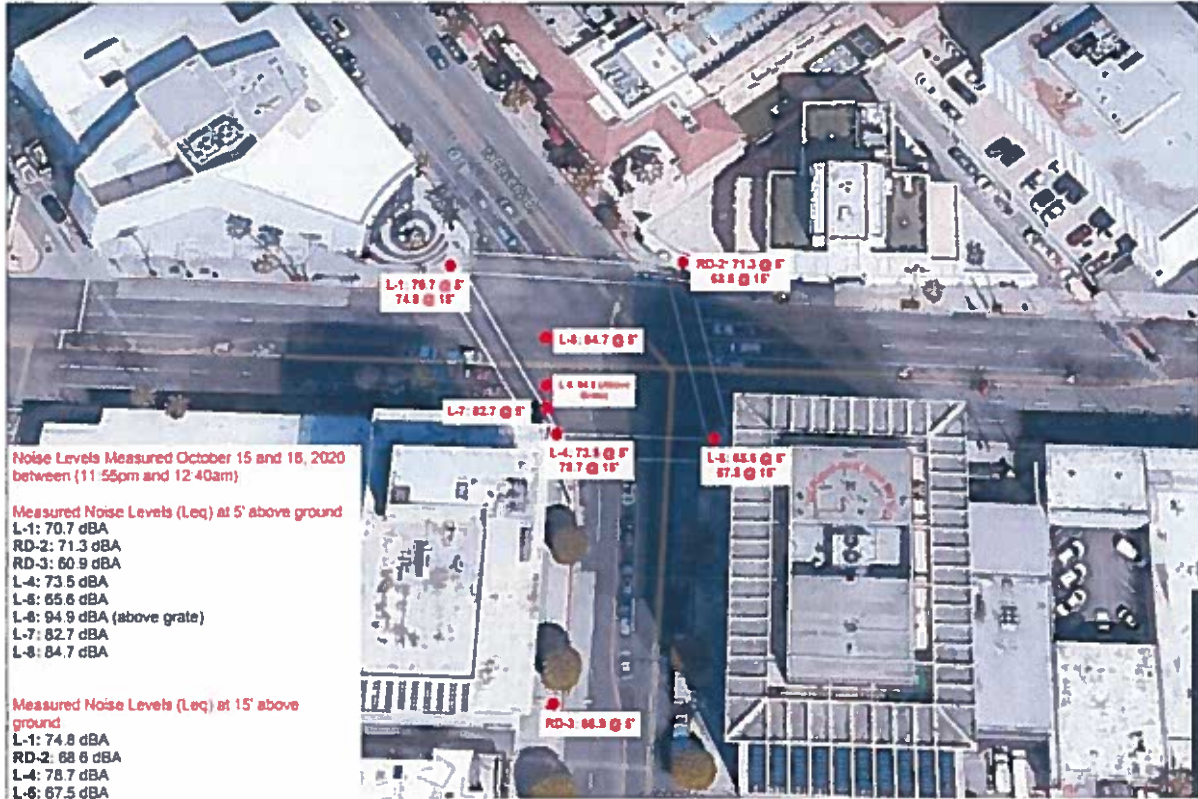
FAN No.	PLATE No.	ASPD No.
40 1/2" Dia	80	100
42 1/2" Dia	80	100
44 1/2" Dia	80	100

CASE DIA	DIMENSIONS (INCHES)																	
	FAN UNIT									INLET/OUTLET CONE				INLET BELL		SILENCER		CASE DIA
	Please set for Dia. P									AA	BB	CC	DD	EE	FF	GG	HH	
Wt	HP	SPM	DA	B	C	D	E	G	AA	BB	CC	DD	EE	FF	GG	HH		
18	2-13	3000	14	18.75	21.25	23	17	12	27	23.75	20.25	17	12	4	23.5	20	18	
21 1/2"	18-20	2700	17	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
23 1/2"	21-23	2500	19 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
25 1/2"	24-26	2300	21 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
27 1/2"	27-29	2100	23 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
29 1/2"	30-32	1900	25 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
31 1/2"	33-35	1700	27 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
33 1/2"	36-38	1500	29 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
35 1/2"	39-41	1300	31 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
37 1/2"	42-44	1100	33 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
39 1/2"	45-47	900	35 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
41 1/2"	48-50	700	37 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
43 1/2"	51-53	500	39 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
45 1/2"	54-56	300	41 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
47 1/2"	57-59	150	43 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
49 1/2"	60-62	100	45 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
51 1/2"	63-65	50	47 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
53 1/2"	66-68	25	49 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
55 1/2"	69-71	10	51 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
57 1/2"	72-74	5	53 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
59 1/2"	75-77	2.5	55 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
61 1/2"	78-80	1.5	57 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
63 1/2"	81-83	1	59 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
65 1/2"	84-86	0.5	61 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
67 1/2"	87-89	0.25	63 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
69 1/2"	90-92	0.1	65 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
71 1/2"	93-95	0.05	67 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
73 1/2"	96-98	0.02	69 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
75 1/2"	99-101	0.01	71 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
77 1/2"	102-104	0	73 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
79 1/2"	105-107	0	75 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
81 1/2"	108-110	0	77 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
83 1/2"	111-113	0	79 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
85 1/2"	114-116	0	81 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
87 1/2"	117-119	0	83 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
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93 1/2"	126-128	0	89 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
95 1/2"	129-131	0	91 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
97 1/2"	132-134	0	93 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
99 1/2"	135-137	0	95 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
101 1/2"	138-140	0	97 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
103 1/2"	141-143	0	99 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
105 1/2"	144-146	0	101 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
107 1/2"	147-149	0	103 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
109 1/2"	150-152	0	105 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
111 1/2"	153-155	0	107 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
113 1/2"	156-158	0	109 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
115 1/2"	159-161	0	111 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
117 1/2"	162-164	0	113 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
119 1/2"	165-167	0	115 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
121 1/2"	168-170	0	117 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
123 1/2"	171-173	0	119 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
125 1/2"	174-176	0	121 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
127 1/2"	177-179	0	123 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
129 1/2"	180-182	0	125 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
131 1/2"	183-185	0	127 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
133 1/2"	186-188	0	129 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
135 1/2"	189-191	0	131 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
137 1/2"	192-194	0	133 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
139 1/2"	195-197	0	135 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
141 1/2"	198-200	0	137 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
143 1/2"	201-203	0	139 1/2	23.5	26.5	30	19	12	29	27.75	23.25	19	12	4.5	27.25	22	21.5	
145 1/2"	204-206	0	141 1/2	23.5	26.5	30												



## **APPENDIX C – Ventilation Metal Grate Noise Measurement**

### Noise Measurement Data



Calculated Sound Power Level



Receiver Point	Leq
L-1 (5ft)	70.7
RD-2	68
RD-2 (15 ft)	70
RD-3	61.8
L-1 (15 ft)	74.8
L-4 (5ft)	75.3
L-4 (15 ft)	77.2
L-5 (5ft)	67.3
L-5 (15 ft)	69.6
L-6 (5ft)	100
L-7 (5ft)	81.5
L-8 (5ft)	84



Ventilation Intake Silencer- Product Data

VIBRO-ACOUSTICS®

Noise Control | Vibration Isolation | Restraint Systems

tel: 416-291-7371 1-800-565-8401 web: www.vibro-acoustics.com  
 fax: 416-291-8049 1-888-811-2264 email: info@vibro-acoustics.com

CIRCULAR DISSIPATIVE

CD

File No.: 03A-003 Date: 17 Sep 2013  
 Supersedes: 03A-002 Date: 19 Aug 2013

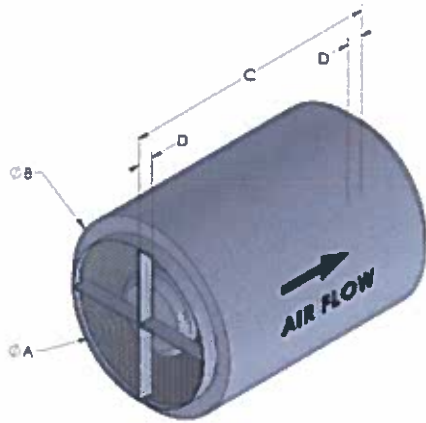
QTY: <b>2</b>	TAG: SA-1,SA-2		
Submitted for: <b>Approval</b>	Dwg #: <b>26170-1</b>	Rev. #: <b>0</b>	Drawn by: _____
Project: <b>Metro PLE2</b>		Customer: <b>CSDA Design Group</b>	Customer P.O. No. _____
V.A Project No. <b>1142142</b>	V.A Project Manager _____	Consultant _____	

Performance for Model CD UHV-F1

Airflow	Velocity	Pressure Drop	Pressure Drop w/ System Effects*	Dynamic Insertion Loss (dB)									
				63 Hz	125 Hz	250 Hz	500 Hz	1 KHz	2 KHz	4 KHz	8 KHz		
CFM (L/s)	FPM (m/s)	in.w.g. (Pa)	in.w.g. (Pa)										
51000 (24,162)	4050 (21)	0.03 (6)	0.04 (11)	0	11	14	13	8	7	5	4		

Silencer performance data has been obtained from tests conducted in a laboratory facility NVLAP accredited for the ASTM E477-06a test standard. \* Duct configuration must be known for at least 5 duct diameters upstream and downstream of the silencer to determine pressure drop with system effects

Dimensions and Weights



Silencer Size (in/mm)				Total Wt
A	B	C	D	(lb/kg)
48	64	84	2	1,053

Construction

Casing	19 Ga (2.75 mm) Galvanized
	Continuously Welded
Perforated Liner	22 Ga (0.45 mm) Galvanized
Media Fill	Acoustic Grade Glass Fiber
Media Protection	None
End connections	2" (51 mm) slip connection
Accessories	None

Ratings

Pressure rating	8 w.f.d. (102 Pa)
Combustion rating (ASTM E84 or CAN/ULC S102)	Flamespread classification - < 25
	Smoke development rating - < 50

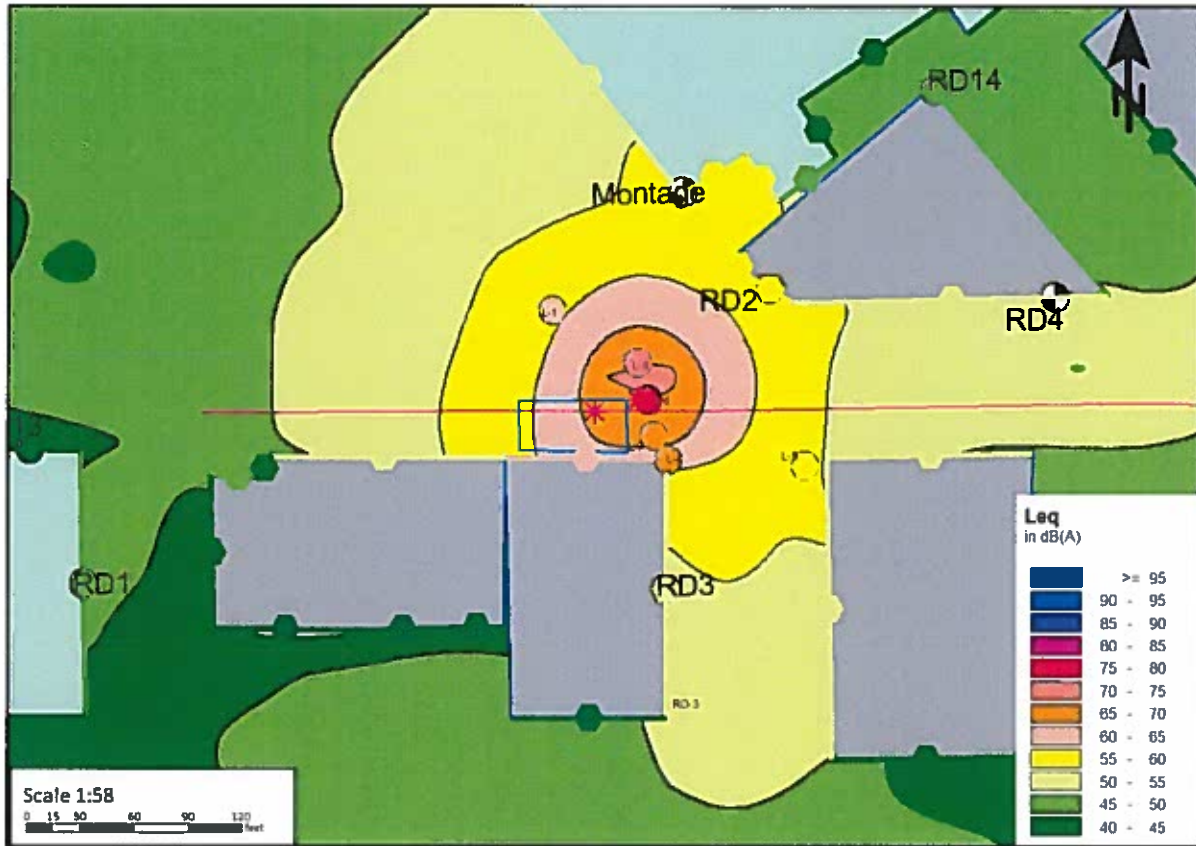
Notes

- Customer to confirm all dimensions.
- Silencer construction meets applicable requirements of SMACNA Duct Construction Standards, ASHRAE 62.1, UL181, ASTM C1071, NFPA 90A and NFPA 90B.
- Lubricants and sealants used during manufacturing may contain silicone.
- Gauges and thicknesses are based on SMACNA standard nominal and will vary within prescribed tolerances.
- Electronic document links:

[Dissipative Straight Silencers](#)  
[Installation Instructions / Operation & Maintenance](#)  
[NVLAP Accreditation](#)



Calculated Sound Power Level after using Noise Silencer for the Vent intake

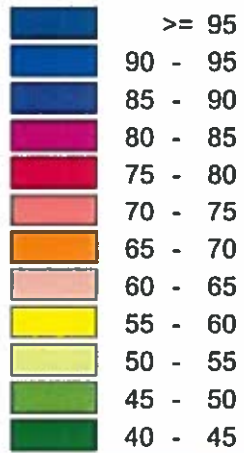


Receiver Point	Leq
L-1 (5ft)	59
RD-2	56
RD-2 (15 ft)	58
RD-3	50
L-1 (15 ft)	61
L-4 (5ft)	63.3
L-4 (15 ft)	66
L-5 (5ft)	56
L-5 (15 ft)	58
L-6 (5ft)	79
L-7 (5ft)	69
L-8 (5ft)	72.2

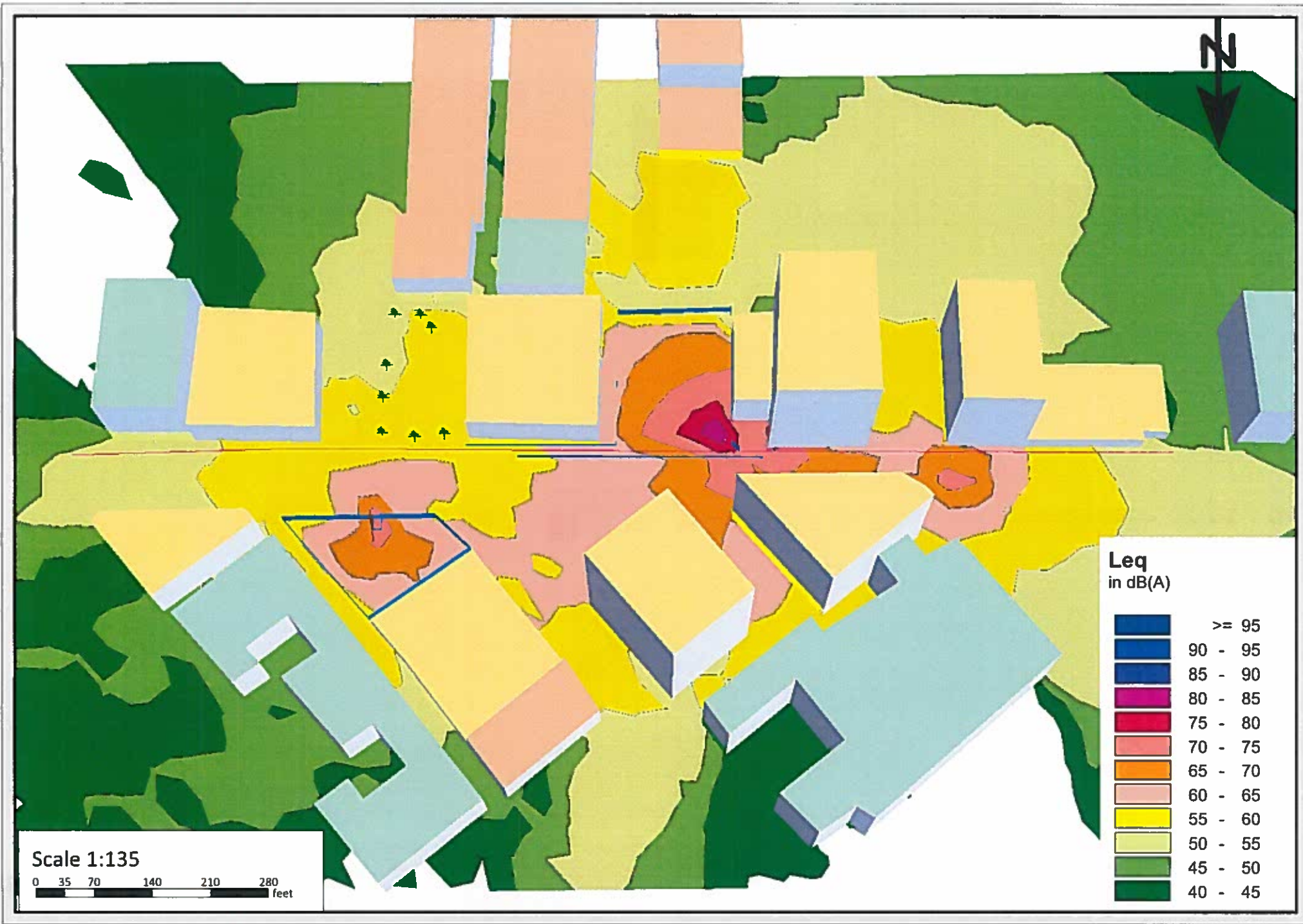


## **APPENDIX D - Noise Level Predictions**

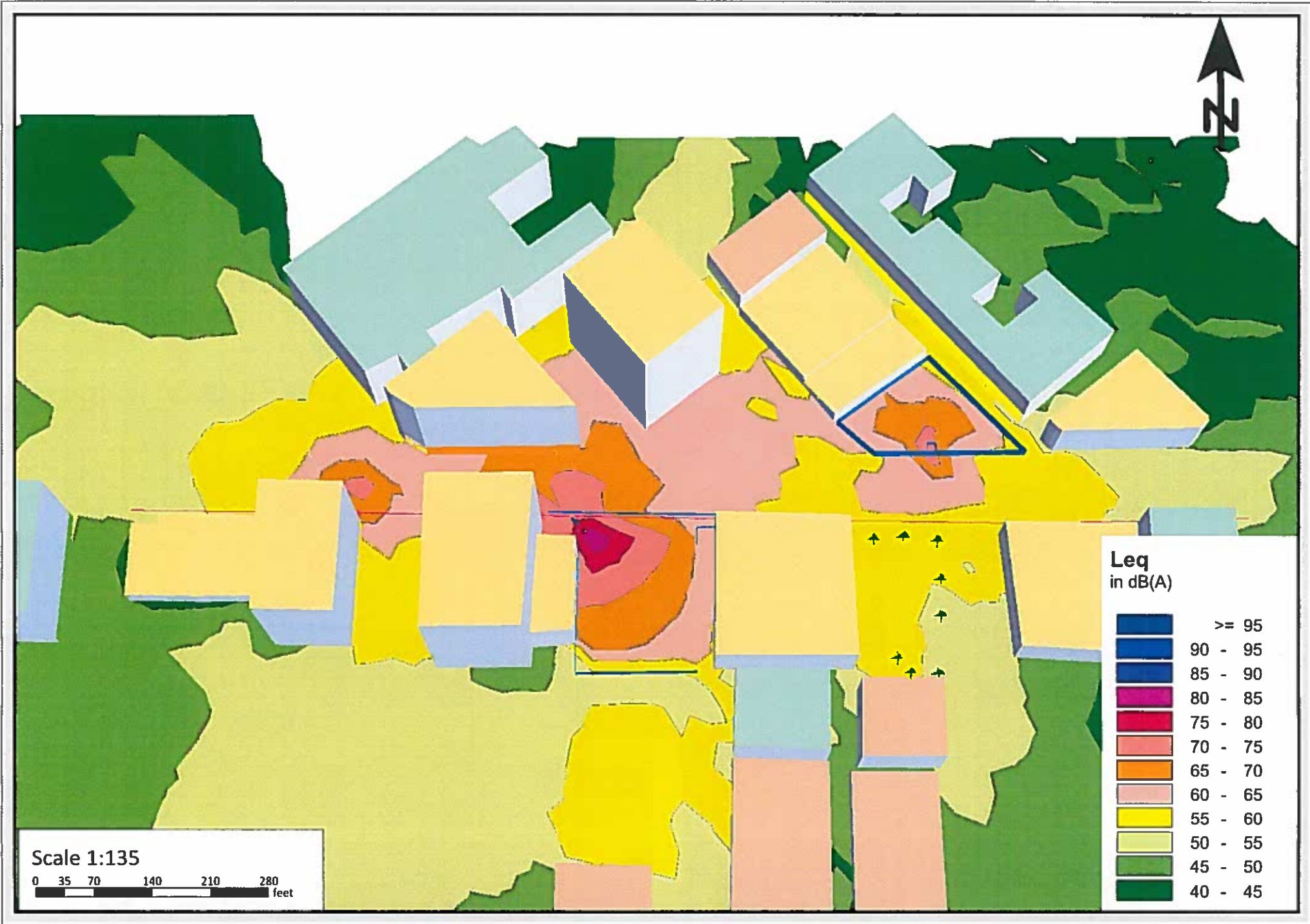
**Leq**  
in dB(A)

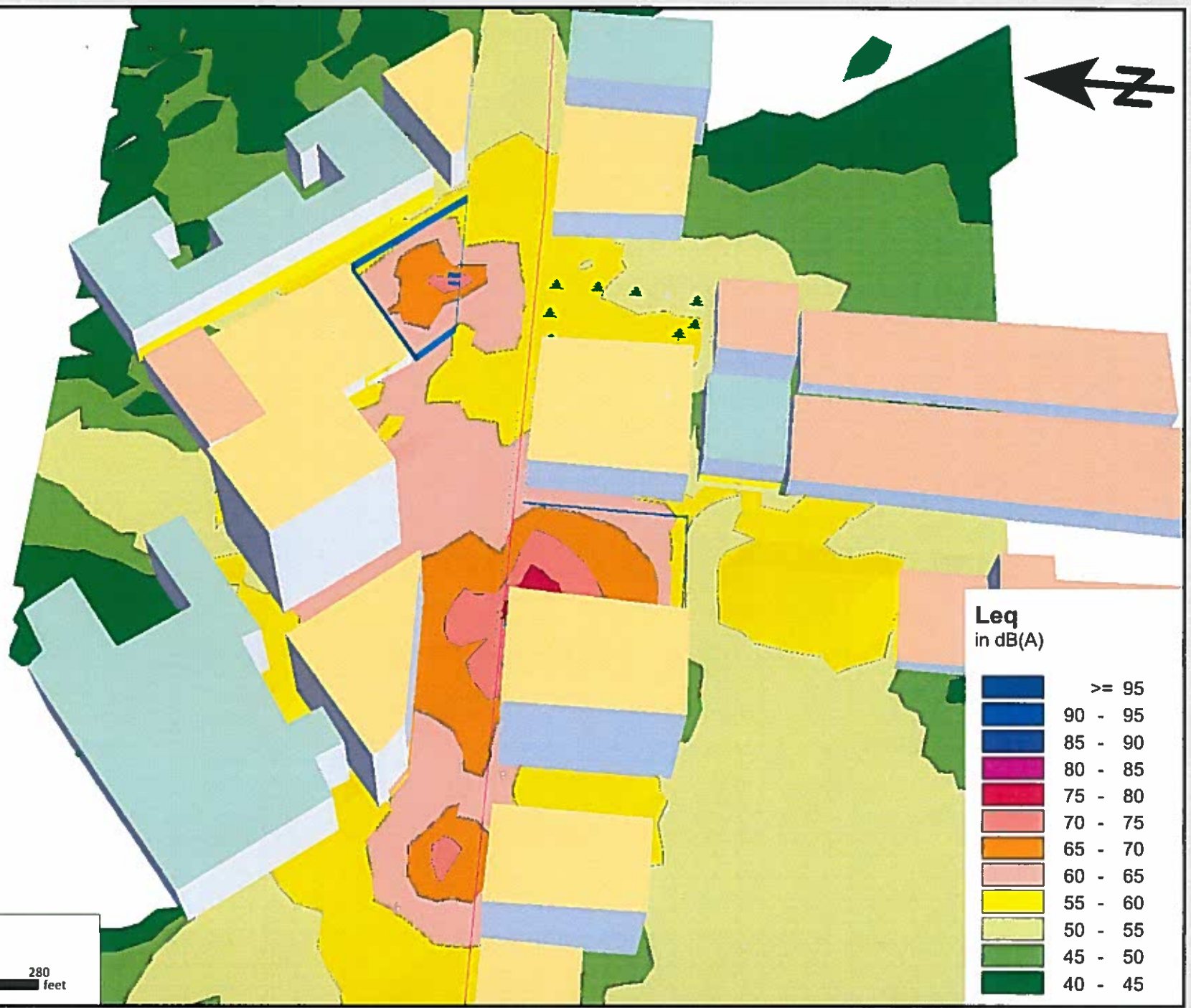












Scale 1:135

0 35 70 140 210 280 feet

## RD 1 Weekday

Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	71	46	No
12:15:00 AM	70	46	No
12:30:00 AM	69	46	No
12:45:00 AM	69	46	No
1:00:00 AM	72	46	No
1:15:00 AM	68	46	No
1:30:00 AM	73	46	No
1:45:00 AM	70	46	No
2:00:00 AM	73	46	No
2:15:00 AM	67	46	No
2:30:00 AM	69	46	No
2:45:00 AM	68	46	No
3:00:00 AM	69	46	No
3:15:00 AM	70	46	No
3:30:00 AM	67	46	No
3:45:00 AM	67	46	No
4:00:00 AM	66	46	No
4:15:00 AM	70	46	No
4:30:00 AM	70	46	No
4:45:00 AM	71	46	No
5:00:00 AM	74	46	No
5:15:00 AM	74	46	No
5:30:00 AM	73	46	No
5:45:00 AM	72	46	No
6:00:00 AM	74	46	No
6:15:00 AM	76	46	No
6:30:00 AM	76	46	No
6:45:00 AM	76	46	No
7:00:00 AM	76	46	No
7:15:00 AM	75	46	No
7:30:00 AM	78	46	No
7:45:00 AM	76	46	No
8:00:00 AM	78	46	No
8:15:00 AM	77	46	No
8:30:00 AM	76	46	No
8:45:00 AM	76	46	No
9:00:00 AM	77	46	No
9:15:00 AM	86	46	No
9:30:00 AM	76	46	No
9:45:00 AM	76	46	No
10:00:00 AM	75	46	No
10:15:00 AM	76	46	No
10:30:00 AM	75	46	No
10:45:00 AM	74	46	No
11:00:00 AM	75	46	No
11:15:00 AM	75	46	No
11:30:00 AM	76	46	No
11:45:00 AM	75	46	No
12:00:00 PM	74	46	No
12:15:00 PM	75	46	No
12:30:00 PM	75	46	No
12:45:00 PM	75	46	No
1:00:00 PM	75	46	No
1:15:00 PM	77	46	No
1:30:00 PM	74	46	No
1:45:00 PM	83	46	No
2:00:00 PM	75	46	No
2:15:00 PM	74	46	No
2:30:00 PM	74	46	No

RD 1 Weekday			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:45:00 PM	74	46	No
3:00:00 PM	74	46	No
3:15:00 PM	75	46	No
3:30:00 PM	75	46	No
3:45:00 PM	74	46	No
4:00:00 PM	74	46	No
4:15:00 PM	75	46	No
4:30:00 PM	77	46	No
4:45:00 PM	75	46	No
5:00:00 PM	75	46	No
5:15:00 PM	81	46	No
5:30:00 PM	80	46	No
5:45:00 PM	80	46	No
6:00:00 PM	81	46	No
6:15:00 PM	74	46	No
6:30:00 PM	75	46	No
6:45:00 PM	81	46	No
7:00:00 PM	75	46	No
7:15:00 PM	77	46	No
7:30:00 PM	74	46	No
7:45:00 PM	74	46	No
8:00:00 PM	83	46	No
8:15:00 PM	75	46	No
8:30:00 PM	74	46	No
8:45:00 PM	75	46	No
9:00:00 PM	74	46	No
9:15:00 PM	75	46	No
9:30:00 PM	73	46	No
9:45:00 PM	75	46	No
10:00:00 PM	73	46	No
10:15:00 PM	73	46	No
10:30:00 PM	75	46	No
10:45:00 PM	72	46	No
11:00:00 PM	72	46	No
11:15:00 PM	73	46	No
11:30:00 PM	71	46	No
11:45:00 PM	71	46	No

RD1 Weekend			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	71	46	No
12:15:00 AM	70	46	No
12:30:00 AM	71	46	No
12:45:00 AM	70	46	No
1:00:00 AM	69	46	No
1:15:00 AM	70	46	No
1:30:00 AM	69	46	No
1:45:00 AM	68	46	No
2:00:00 AM	68	46	No
2:15:00 AM	72	46	No
2:30:00 AM	68	46	No
2:45:00 AM	69	46	No
3:00:00 AM	76	46	No
3:15:00 AM	67	46	No
3:30:00 AM	76	46	No
3:45:00 AM	66	46	No
4:00:00 AM	65	46	No
4:15:00 AM	69	46	No
4:30:00 AM	67	46	No
4:45:00 AM	70	46	No
5:00:00 AM	66	46	No
5:15:00 AM	67	46	No
5:30:00 AM	66	46	No
5:45:00 AM	68	46	No
6:00:00 AM	70	46	No
6:15:00 AM	70	46	No
6:30:00 AM	70	46	No
6:45:00 AM	70	46	No
7:00:00 AM	70	46	No
7:15:00 AM	70	46	No
7:30:00 AM	71	46	No
7:45:00 AM	71	46	No
8:00:00 AM	71	46	No
8:15:00 AM	72	46	No
8:30:00 AM	71	46	No
8:45:00 AM	71	46	No
9:00:00 AM	72	46	No
9:15:00 AM	72	46	No
9:30:00 AM	72	46	No
9:45:00 AM	73	46	No
10:00:00 AM	72	46	No
10:15:00 AM	72	46	No
10:30:00 AM	74	46	No
10:45:00 AM	73	46	No
11:00:00 AM	74	46	No
11:15:00 AM	74	46	No
11:30:00 AM	73	46	No
11:45:00 AM	84	46	No
12:00:00 PM	73	46	No
12:15:00 PM	74	46	No
12:30:00 PM	73	46	No
12:45:00 PM	73	46	No
1:00:00 PM	73	46	No
1:15:00 PM	72	46	No
1:30:00 PM	74	46	No
1:45:00 PM	73	46	No
2:00:00 PM	72	46	No

RDI Weekend			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	73	46	No
2:30:00 PM	73	46	No
2:45:00 PM	72	46	No
3:00:00 PM	82	46	No
3:15:00 PM	72	46	No
3:30:00 PM	72	46	No
3:45:00 PM	76	46	No
4:00:00 PM	78	46	No
4:15:00 PM	74	46	No
4:30:00 PM	73	46	No
4:45:00 PM	77	46	No
5:00:00 PM	73	46	No
5:15:00 PM	72	46	No
5:30:00 PM	72	46	No
5:45:00 PM	74	46	No
6:00:00 PM	73	46	No
6:15:00 PM	73	46	No
6:30:00 PM	76	46	No
6:45:00 PM	72	46	No
7:00:00 PM	74	46	No
7:15:00 PM	74	46	No
7:30:00 PM	74	46	No
7:45:00 PM	75	46	No
8:00:00 PM	74	46	No
8:15:00 PM	75	46	No
8:30:00 PM	76	46	No
8:45:00 PM	73	46	No
9:00:00 PM	75	46	No
9:15:00 PM	74	46	No
9:30:00 PM	75	46	No
9:45:00 PM	75	46	No
10:00:00 PM	72	46	No
10:15:00 PM	74	46	No
10:30:00 PM	73	46	No
10:45:00 PM	73	46	No
11:00:00 PM	72	46	No
11:15:00 PM	80	46	No
11:30:00 PM	75	46	No
11:45:00 PM	72	46	No



RD2 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	74	60	No
12:15:00 AM	75	60	No
12:30:00 AM	73	60	No
12:45:00 AM	83	60	No
1:00:00 AM	73	60	No
1:15:00 AM	71	60	No
1:30:00 AM	79	60	No
1:45:00 AM	80	60	No
2:00:00 AM	71	60	No
2:15:00 AM	73	60	No
2:30:00 AM	71	60	No
2:45:00 AM	70	60	No
3:00:00 AM	76	60	No
3:15:00 AM	73	60	No
3:30:00 AM	69	60	No
3:45:00 AM	71	60	No
4:00:00 AM	71	60	No
4:15:00 AM	71	60	No
4:30:00 AM	75	60	No
4:45:00 AM	74	60	No
5:00:00 AM	75	60	No
5:15:00 AM	75	60	No
5:30:00 AM	76	60	No
5:45:00 AM	77	60	No
6:00:00 AM	77	60	No
6:15:00 AM	79	60	No
6:30:00 AM	83	60	No
6:45:00 AM	80	60	No
7:00:00 AM	83	60	No
7:15:00 AM	80	60	No
7:30:00 AM	81	60	No
7:45:00 AM	82	60	No
8:00:00 AM	82	60	No
8:15:00 AM	80	60	No
8:30:00 AM	80	60	No
8:45:00 AM	81	60	No
9:00:00 AM	80	60	No
9:15:00 AM	81	60	No
9:30:00 AM	80	60	No
9:45:00 AM	80	60	No
10:00:00 AM	82	60	No
10:15:00 AM	80	60	No
10:30:00 AM	80	60	No
10:45:00 AM	80	60	No
11:00:00 AM	80	60	No
11:15:00 AM	79	60	No
11:30:00 AM	78	60	No
11:45:00 AM	79	60	No
12:00:00 PM	84	60	No
12:15:00 PM	81	60	No
12:30:00 PM	80	60	No
12:45:00 PM	79	60	No
1:00:00 PM	81	60	No
1:15:00 PM	80	60	No
1:30:00 PM	79	60	No
1:45:00 PM	80	60	No

RD2 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:00:00 PM	81	60	No
2:15:00 PM	79	60	No
2:30:00 PM	80	60	No
2:45:00 PM	80	60	No
3:00:00 PM	79	60	No
3:15:00 PM	79	60	No
3:30:00 PM	80	60	No
3:45:00 PM	80	60	No
4:00:00 PM	80	60	No
4:15:00 PM	78	60	No
4:30:00 PM	77	60	No
4:45:00 PM	79	60	No
5:00:00 PM	80	60	No
5:15:00 PM	81	60	No
5:30:00 PM	80	60	No
5:45:00 PM	80	60	No
6:00:00 PM	79	60	No
6:15:00 PM	78	60	No
6:30:00 PM	79	60	No
6:45:00 PM	79	60	No
7:00:00 PM	80	60	No
7:15:00 PM	78	60	No
7:30:00 PM	78	60	No
7:45:00 PM	78	60	No
8:00:00 PM	78	60	No
8:15:00 PM	79	60	No
8:30:00 PM	77	60	No
8:45:00 PM	80	60	No
9:00:00 PM	77	60	No
9:15:00 PM	78	60	No
9:30:00 PM	78	60	No
9:45:00 PM	77	60	No
10:00:00 PM	83	60	No
10:15:00 PM	78	60	No
10:30:00 PM	80	60	No
10:45:00 PM	76	60	No
11:00:00 PM	80	60	No
11:15:00 PM	78	60	No
11:30:00 PM	74	60	No
11:45:00 PM	74	60	No



RD2 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	81	60	No
12:15:00 AM	73	60	No
12:30:00 AM	74	60	No
12:45:00 AM	72	60	No
1:00:00 AM	71	60	No
1:15:00 AM	72	60	No
1:30:00 AM	72	60	No
1:45:00 AM	71	60	No
2:00:00 AM	71	60	No
2:15:00 AM	76	60	No
2:30:00 AM	74	60	No
2:45:00 AM	80	60	No
3:00:00 AM	75	60	No
3:15:00 AM	70	60	No
3:30:00 AM	70	60	No
3:45:00 AM	69	60	No
4:00:00 AM	67	60	No
4:15:00 AM	69	60	No
4:30:00 AM	69	60	No
4:45:00 AM	72	60	No
5:00:00 AM	67	60	No
5:15:00 AM	66	60	No
5:30:00 AM	71	60	No
5:45:00 AM	72	60	No
6:00:00 AM	70	60	No
6:15:00 AM	70	60	No
6:30:00 AM	71	60	No
6:45:00 AM	73	60	No
7:00:00 AM	81	60	No
7:15:00 AM	73	60	No
7:30:00 AM	74	60	No
7:45:00 AM	74	60	No
8:00:00 AM	75	60	No
8:15:00 AM	76	60	No
8:30:00 AM	76	60	No
8:45:00 AM	75	60	No
9:00:00 AM	75	60	No
9:15:00 AM	76	60	No
9:30:00 AM	76	60	No
9:45:00 AM	77	60	No
10:00:00 AM	76	60	No
10:15:00 AM	80	60	No
10:30:00 AM	77	60	No
10:45:00 AM	76	60	No
11:00:00 AM	77	60	No
11:15:00 AM	77	60	No
11:30:00 AM	78	60	No
11:45:00 AM	80	60	No
12:00:00 PM	78	60	No
12:15:00 PM	77	60	No
12:30:00 PM	79	60	No
12:45:00 PM	79	60	No
1:00:00 PM	78	60	No
1:15:00 PM	77	60	No
1:30:00 PM	76	60	No
1:45:00 PM	77	60	No

RD2 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:00:00 PM	77	60	No
2:15:00 PM	84	60	No
2:30:00 PM	78	60	No
2:45:00 PM	79	60	No
3:00:00 PM	85	60	No
3:15:00 PM	78	60	No
3:30:00 PM	77	60	No
3:45:00 PM	77	60	No
4:00:00 PM	81	60	No
4:15:00 PM	78	60	No
4:30:00 PM	79	60	No
4:45:00 PM	79	60	No
5:00:00 PM	79	60	No
5:15:00 PM	77	60	No
5:30:00 PM	77	60	No
5:45:00 PM	81	60	No
6:00:00 PM	77	60	No
6:15:00 PM	78	60	No
6:30:00 PM	76	60	No
6:45:00 PM	76	60	No
7:00:00 PM	78	60	No
7:15:00 PM	78	60	No
7:30:00 PM	84	60	No
7:45:00 PM	79	60	No
8:00:00 PM	80	60	No
8:15:00 PM	77	60	No
8:30:00 PM	80	60	No
8:45:00 PM	77	60	No
9:00:00 PM	78	60	No
9:15:00 PM	78	60	No
9:30:00 PM	83	60	No
9:45:00 PM	79	60	No
10:00:00 PM	77	60	No
10:15:00 PM	79	60	No
10:30:00 PM	77	60	No
10:45:00 PM	76	60	No
11:00:00 PM	76	60	No
11:15:00 PM	76	60	No
11:30:00 PM	76	60	No
11:45:00 PM	76	60	No

RD2 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	74	61	No
12:15:00 AM	74	61	No
12:30:00 AM	73	61	No
12:45:00 AM	83	61	No
1:00:00 AM	73	61	No
1:15:00 AM	71	61	No
1:30:00 AM	79	61	No
1:45:00 AM	80	61	No
2:00:00 AM	70	61	No
2:15:00 AM	72	61	No
2:30:00 AM	71	61	No
2:45:00 AM	70	61	No
3:00:00 AM	76	61	No
3:15:00 AM	72	61	No
3:30:00 AM	68	61	No
3:45:00 AM	70	61	No
4:00:00 AM	71	61	No
4:15:00 AM	71	61	No
4:30:00 AM	75	61	No
4:45:00 AM	74	61	No
5:00:00 AM	75	61	No
5:15:00 AM	75	61	No
5:30:00 AM	76	61	No
5:45:00 AM	77	61	No
6:00:00 AM	77	61	No
6:15:00 AM	79	61	No
6:30:00 AM	83	61	No
6:45:00 AM	80	61	No
7:00:00 AM	83	61	No
7:15:00 AM	80	61	No
7:30:00 AM	81	61	No
7:45:00 AM	81	61	No
8:00:00 AM	81	61	No
8:15:00 AM	80	61	No
8:30:00 AM	80	61	No
8:45:00 AM	80	61	No
9:00:00 AM	80	61	No
9:15:00 AM	80	61	No
9:30:00 AM	80	61	No
9:45:00 AM	80	61	No
10:00:00 AM	82	61	No
10:15:00 AM	79	61	No
10:30:00 AM	79	61	No
10:45:00 AM	79	61	No
11:00:00 AM	80	61	No
11:15:00 AM	79	61	No
11:30:00 AM	78	61	No
11:45:00 AM	79	61	No
12:00:00 PM	84	61	No
12:15:00 PM	81	61	No
12:30:00 PM	80	61	No
12:45:00 PM	78	61	No
1:00:00 PM	80	61	No
1:15:00 PM	80	61	No
1:30:00 PM	79	61	No
1:45:00 PM	79	61	No

RD2 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:00:00 PM	81	61	No
2:15:00 PM	79	61	No
2:30:00 PM	80	61	No
2:45:00 PM	80	61	No
3:00:00 PM	79	61	No
3:15:00 PM	79	61	No
3:30:00 PM	79	61	No
3:45:00 PM	79	61	No
4:00:00 PM	80	61	No
4:15:00 PM	78	61	No
4:30:00 PM	77	61	No
4:45:00 PM	79	61	No
5:00:00 PM	80	61	No
5:15:00 PM	81	61	No
5:30:00 PM	80	61	No
5:45:00 PM	79	61	No
6:00:00 PM	79	61	No
6:15:00 PM	78	61	No
6:30:00 PM	79	61	No
6:45:00 PM	79	61	No
7:00:00 PM	79	61	No
7:15:00 PM	78	61	No
7:30:00 PM	78	61	No
7:45:00 PM	78	61	No
8:00:00 PM	78	61	No
8:15:00 PM	79	61	No
8:30:00 PM	77	61	No
8:45:00 PM	79	61	No
9:00:00 PM	77	61	No
9:15:00 PM	78	61	No
9:30:00 PM	77	61	No
9:45:00 PM	77	61	No
10:00:00 PM	82	61	No
10:15:00 PM	78	61	No
10:30:00 PM	80	61	No
10:45:00 PM	75	61	No
11:00:00 PM	80	61	No
11:15:00 PM	77	61	No
11:30:00 PM	74	61	No
11:45:00 PM	74	61	No

RD3 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	75	56	No
12:15:00 AM	72	56	No
12:30:00 AM	73	56	No
12:45:00 AM	70	56	No
1:00:00 AM	72	56	No
1:15:00 AM	70	56	No
1:30:00 AM	75	56	No
1:45:00 AM	70	56	No
2:00:00 AM	73	56	No
2:15:00 AM	70	56	No
2:30:00 AM	76	56	No
2:45:00 AM	79	56	No
3:00:00 AM	77	56	No
3:15:00 AM	67	56	No
3:30:00 AM	72	56	No
3:45:00 AM	66	56	No
4:00:00 AM	66	56	No
4:15:00 AM	67	56	No
4:30:00 AM	69	56	No
4:45:00 AM	72	56	No
5:00:00 AM	74	56	No
5:15:00 AM	75	56	No
5:30:00 AM	77	56	No
5:45:00 AM	77	56	No
6:00:00 AM	78	56	No
6:15:00 AM	79	56	No
6:30:00 AM	79	56	No
6:45:00 AM	78	56	No
7:00:00 AM	79	56	No
7:15:00 AM	79	56	No
7:30:00 AM	79	56	No
7:45:00 AM	78	56	No
8:00:00 AM	78	56	No
8:15:00 AM	79	56	No
8:30:00 AM	78	56	No
8:45:00 AM	77	56	No
9:00:00 AM	80	56	No
9:15:00 AM	80	56	No
9:30:00 AM	78	56	No
9:45:00 AM	77	56	No
10:00:00 AM	78	56	No
10:15:00 AM	77	56	No
10:30:00 AM	77	56	No
10:45:00 AM	77	56	No
11:00:00 AM	78	56	No
11:15:00 AM	77	56	No
11:30:00 AM	85	56	No
11:45:00 AM	77	56	No
12:00:00 PM	78	56	No
12:15:00 PM	78	56	No
12:30:00 PM	78	56	No
12:45:00 PM	78	56	No
1:00:00 PM	78	56	No
1:15:00 PM	77	56	No
1:30:00 PM	79	56	No
1:45:00 PM	79	56	No
2:00:00 PM	78	56	No

RD3 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	78	56	No
2:30:00 PM	78	56	No
2:45:00 PM	79	56	No
3:00:00 PM	78	56	No
3:15:00 PM	78	56	No
3:30:00 PM	80	56	No
3:45:00 PM	78	56	No
4:00:00 PM	78	56	No
4:15:00 PM	79	56	No
4:30:00 PM	79	56	No
4:45:00 PM	79	56	No
5:00:00 PM	80	56	No
5:15:00 PM	80	56	No
5:30:00 PM	81	56	No
5:45:00 PM	79	56	No
6:00:00 PM	81	56	No
6:15:00 PM	79	56	No
6:30:00 PM	78	56	No
6:45:00 PM	82	56	No
7:00:00 PM	78	56	No
7:15:00 PM	80	56	No
7:30:00 PM	80	56	No
7:45:00 PM	79	56	No
8:00:00 PM	82	56	No
8:15:00 PM	80	56	No
8:30:00 PM	79	56	No
8:45:00 PM	78	56	No
9:00:00 PM	81	56	No
9:15:00 PM	76	56	No
9:30:00 PM	78	56	No
9:45:00 PM	77	56	No
10:00:00 PM	76	56	No
10:15:00 PM	78	56	No
10:30:00 PM	79	56	No
10:45:00 PM	75	56	No
11:00:00 PM	76	56	No
11:15:00 PM	75	56	No
11:30:00 PM	74	56	No
11:45:00 PM	75	56	No

RD3 Weekend			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	75	56	No
12:15:00 AM	74	56	No
12:30:00 AM	74	56	No
12:45:00 AM	72	56	No
1:00:00 AM	71	56	No
1:15:00 AM	67	56	No
1:30:00 AM	67	56	No
1:45:00 AM	67	56	No
2:00:00 AM	72	56	No
2:15:00 AM	70	56	No
2:30:00 AM	71	56	No
2:45:00 AM	75	56	No
3:00:00 AM	72	56	No
3:15:00 AM	61	56	No
3:30:00 AM	66	56	No
3:45:00 AM	64	56	No
4:00:00 AM	64	56	No
4:15:00 AM	60	56	No
4:30:00 AM	60	56	No
4:45:00 AM	63	56	No
5:00:00 AM	65	56	No
5:15:00 AM	65	56	No
5:30:00 AM	69	56	No
5:45:00 AM	69	56	No
6:00:00 AM	70	56	No
6:15:00 AM	71	56	No
6:30:00 AM	72	56	No
6:45:00 AM	71	56	No
7:00:00 AM	72	56	No
7:15:00 AM	71	56	No
7:30:00 AM	72	56	No
7:45:00 AM	70	56	No
8:00:00 AM	72	56	No
8:15:00 AM	72	56	No
8:30:00 AM	73	56	No
8:45:00 AM	73	56	No
9:00:00 AM	72	56	No
9:15:00 AM	72	56	No
9:30:00 AM	73	56	No
9:45:00 AM	73	56	No
10:00:00 AM	72	56	No
10:15:00 AM	74	56	No
10:30:00 AM	76	56	No
10:45:00 AM	73	56	No
11:00:00 AM	72	56	No
11:15:00 AM	78	56	No
11:30:00 AM	77	56	No
11:45:00 AM	78	56	No
12:00:00 PM	78	56	No
12:15:00 PM	77	56	No
12:30:00 PM	80	56	No
12:45:00 PM	78	56	No
1:00:00 PM	80	56	No
1:15:00 PM	76	56	No
1:30:00 PM	76	56	No
1:45:00 PM	76	56	No
2:00:00 PM	76	56	No

RD3 Weekend			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	77	56	No
2:30:00 PM	78	56	No
2:45:00 PM	78	56	No
3:00:00 PM	78	56	No
3:15:00 PM	79	56	No
3:30:00 PM	77	56	No
3:45:00 PM	79	56	No
4:00:00 PM	81	56	No
4:15:00 PM	78	56	No
4:30:00 PM	78	56	No
4:45:00 PM	80	56	No
5:00:00 PM	81	56	No
5:15:00 PM	81	56	No
5:30:00 PM	79	56	No
5:45:00 PM	80	56	No
6:00:00 PM	79	56	No
6:15:00 PM	78	56	No
6:30:00 PM	79	56	No
6:45:00 PM	77	56	No
7:00:00 PM	78	56	No
7:15:00 PM	80	56	No
7:30:00 PM	79	56	No
7:45:00 PM	81	56	No
8:00:00 PM	78	56	No
8:15:00 PM	77	56	No
8:30:00 PM	83	56	No
8:45:00 PM	77	56	No
9:00:00 PM	77	56	No
9:15:00 PM	77	56	No
9:30:00 PM	80	56	No
9:45:00 PM	81	56	No
10:00:00 PM	77	56	No
10:15:00 PM	78	56	No
10:30:00 PM	76	56	No
10:45:00 PM	77	56	No
11:00:00 PM	78	56	No
11:15:00 PM	76	56	No
11:30:00 PM	76	56	No
11:45:00 PM	77	56	No



RD4 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	79	66	No
12:15:00 AM	78	66	No
12:30:00 AM	75	66	No
12:45:00 AM	87	66	No
1:00:00 AM	75	66	No
1:15:00 AM	73	66	No
1:30:00 AM	85	66	No
1:45:00 AM	83	66	No
2:00:00 AM	73	66	No
2:15:00 AM	74	66	No
2:30:00 AM	74	66	No
2:45:00 AM	74	66	No
3:00:00 AM	78	66	No
3:15:00 AM	75	66	No
3:30:00 AM	72	66	No
3:45:00 AM	72	66	No
4:00:00 AM	73	66	No
4:15:00 AM	74	66	No
4:30:00 AM	76	66	No
4:45:00 AM	78	66	No
5:00:00 AM	77	66	No
5:15:00 AM	80	66	No
5:30:00 AM	80	66	No
5:45:00 AM	81	66	No
6:00:00 AM	81	66	No
6:15:00 AM	81	66	No
6:30:00 AM	82	66	No
6:45:00 AM	83	66	No
7:00:00 AM	82	66	No
7:15:00 AM	83	66	No
7:30:00 AM	84	66	No
7:45:00 AM	84	66	No
8:00:00 AM	83	66	No
8:15:00 AM	83	66	No
8:30:00 AM	83	66	No
8:45:00 AM	84	66	No
9:00:00 AM	83	66	No
9:15:00 AM	84	66	No
9:30:00 AM	83	66	No
9:45:00 AM	82	66	No
10:00:00 AM	86	66	No
10:15:00 AM	83	66	No
10:30:00 AM	82	66	No
10:45:00 AM	83	66	No
11:00:00 AM	81	66	No
11:15:00 AM	81	66	No
11:30:00 AM	82	66	No
11:45:00 AM	82	66	No
12:00:00 PM	85	66	No
12:15:00 PM	82	66	No
12:30:00 PM	81	66	No
12:45:00 PM	81	66	No
1:00:00 PM	83	66	No
1:15:00 PM	83	66	No
1:30:00 PM	82	66	No
1:45:00 PM	82	66	No
2:00:00 PM	83	66	No

RD4 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	81	66	No
2:30:00 PM	83	66	No
2:45:00 PM	84	66	No
3:00:00 PM	82	66	No
3:15:00 PM	81	66	No
3:30:00 PM	83	66	No
3:45:00 PM	82	66	No
4:00:00 PM	83	66	No
4:15:00 PM	81	66	No
4:30:00 PM	81	66	No
4:45:00 PM	81	66	No
5:00:00 PM	82	66	No
5:15:00 PM	82	66	No
5:30:00 PM	81	66	No
5:45:00 PM	82	66	No
6:00:00 PM	83	66	No
6:15:00 PM	79	66	No
6:30:00 PM	80	66	No
6:45:00 PM	79	66	No
7:00:00 PM	81	66	No
7:15:00 PM	81	66	No
7:30:00 PM	80	66	No
7:45:00 PM	80	66	No
8:00:00 PM	80	66	No
8:15:00 PM	80	66	No
8:30:00 PM	80	66	No
8:45:00 PM	79	66	No
9:00:00 PM	79	66	No
9:15:00 PM	80	66	No
9:30:00 PM	82	66	No
9:45:00 PM	78	66	No
10:00:00 PM	88	66	No
10:15:00 PM	79	66	No
10:30:00 PM	84	66	No
10:45:00 PM	78	66	No
11:00:00 PM	78	66	No
11:15:00 PM	78	66	No
11:30:00 PM	77	66	No
11:45:00 PM	77	66	No

RD4 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	76	66	No
12:15:00 AM	77	66	No
12:30:00 AM	76	66	No
12:45:00 AM	75	66	No
1:00:00 AM	74	66	No
1:15:00 AM	74	66	No
1:30:00 AM	75	66	No
1:45:00 AM	73	66	No
2:00:00 AM	73	66	No
2:15:00 AM	76	66	No
2:30:00 AM	73	66	No
2:45:00 AM	74	66	No
3:00:00 AM	75	66	No
3:15:00 AM	75	66	No
3:30:00 AM	74	66	No
3:45:00 AM	71	66	No
4:00:00 AM	70	66	No
4:15:00 AM	70	66	No
4:30:00 AM	71	66	No
4:45:00 AM	74	66	No
5:00:00 AM	69	66	No
5:15:00 AM	69	66	No
5:30:00 AM	72	66	No
5:45:00 AM	72	66	No
6:00:00 AM	71	66	No
6:15:00 AM	73	66	No
6:30:00 AM	74	66	No
6:45:00 AM	75	66	No
7:00:00 AM	76	66	No
7:15:00 AM	76	66	No
7:30:00 AM	76	66	No
7:45:00 AM	76	66	No
8:00:00 AM	77	66	No
8:15:00 AM	77	66	No
8:30:00 AM	77	66	No
8:45:00 AM	77	66	No
9:00:00 AM	78	66	No
9:15:00 AM	77	66	No
9:30:00 AM	77	66	No
9:45:00 AM	79	66	No
10:00:00 AM	78	66	No
10:15:00 AM	78	66	No
10:30:00 AM	78	66	No
10:45:00 AM	78	66	No
11:00:00 AM	78	66	No
11:15:00 AM	78	66	No
11:30:00 AM	78	66	No
11:45:00 AM	83	66	No
12:00:00 PM	78	66	No
12:15:00 PM	78	66	No
12:30:00 PM	79	66	No
12:45:00 PM	79	66	No
1:00:00 PM	79	66	No
1:15:00 PM	78	66	No
1:30:00 PM	78	66	No
1:45:00 PM	78	66	No
2:00:00 PM	78	66	No

RD4 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	79	66	No
2:30:00 PM	78	66	No
2:45:00 PM	79	66	No
3:00:00 PM	81	66	No
3:15:00 PM	78	66	No
3:30:00 PM	78	66	No
3:45:00 PM	77	66	No
4:00:00 PM	83	66	No
4:15:00 PM	77	66	No
4:30:00 PM	79	66	No
4:45:00 PM	81	66	No
5:00:00 PM	78	66	No
5:15:00 PM	77	66	No
5:30:00 PM	78	66	No
5:45:00 PM	79	66	No
6:00:00 PM	77	66	No
6:15:00 PM	78	66	No
6:30:00 PM	77	66	No
6:45:00 PM	78	66	No
7:00:00 PM	79	66	No
7:15:00 PM	80	66	No
7:30:00 PM	80	66	No
7:45:00 PM	79	66	No
8:00:00 PM	79	66	No
8:15:00 PM	79	66	No
8:30:00 PM	79	66	No
8:45:00 PM	79	66	No
9:00:00 PM	79	66	No
9:15:00 PM	79	66	No
9:30:00 PM	78	66	No
9:45:00 PM	79	66	No
10:00:00 PM	78	66	No
10:15:00 PM	78	66	No
10:30:00 PM	78	66	No
10:45:00 PM	78	66	No
11:00:00 PM	77	66	No
11:15:00 PM	78	66	No
11:30:00 PM	78	66	No
11:45:00 PM	80	66	No

RD5 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	61	55	No
12:15:00 AM	64	55	No
12:30:00 AM	60	55	No
12:45:00 AM	62	55	No
1:00:00 AM	60	55	No
1:15:00 AM	58	55	No
1:30:00 AM	58	55	No
1:45:00 AM	60	55	No
2:00:00 AM	58	55	No
2:15:00 AM	58	55	No
2:30:00 AM	59	55	No
2:45:00 AM	59	55	No
3:00:00 AM	57	55	No
3:15:00 AM	55	55	No
3:30:00 AM	55	55	No
3:45:00 AM	55	55	No
4:00:00 AM	55	55	No
4:15:00 AM	55	55	No
4:30:00 AM	56	55	No
4:45:00 AM	56	55	No
5:00:00 AM	56	55	No
5:15:00 AM	60	55	No
5:30:00 AM	59	55	No
5:45:00 AM	62	55	No
6:00:00 AM	60	55	No
6:15:00 AM	60	55	No
6:30:00 AM	63	55	No
6:45:00 AM	64	55	No
7:00:00 AM	62	55	No
7:15:00 AM	63	55	No
7:30:00 AM	63	55	No
7:45:00 AM	63	55	No
8:00:00 AM	66	55	No
8:15:00 AM	65	55	No
8:30:00 AM	69	55	No
8:45:00 AM	66	55	No
9:00:00 AM	69	55	No
9:15:00 AM	73	55	No
9:30:00 AM	67	55	No
9:45:00 AM	66	55	No
10:00:00 AM	68	55	No
10:15:00 AM	68	55	No
10:30:00 AM	66	55	No
10:45:00 AM	68	55	No
11:00:00 AM	66	55	No
11:15:00 AM	70	55	No
11:30:00 AM	68	55	No
11:45:00 AM	66	55	No
12:00:00 PM	66	55	No
12:15:00 PM	66	55	No
12:30:00 PM	68	55	No
12:45:00 PM	66	55	No
1:00:00 PM	66	55	No
1:15:00 PM	68	55	No
1:30:00 PM	68	55	No
1:45:00 PM	73	55	No
2:00:00 PM	67	55	No

RDS Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	67	55	No
2:30:00 PM	66	55	No
2:45:00 PM	67	55	No
3:00:00 PM	67	55	No
3:15:00 PM	66	55	No
3:30:00 PM	68	55	No
3:45:00 PM	68	55	No
4:00:00 PM	73	55	No
4:15:00 PM	72	55	No
4:30:00 PM	74	55	No
4:45:00 PM	74	55	No
5:00:00 PM	77	55	No
5:15:00 PM	70	55	No
5:30:00 PM	71	55	No
5:45:00 PM	67	55	No
6:00:00 PM	68	55	No
6:15:00 PM	68	55	No
6:30:00 PM	82	55	No
6:45:00 PM	72	55	No
7:00:00 PM	65	55	No
7:15:00 PM	65	55	No
7:30:00 PM	67	55	No
7:45:00 PM	65	55	No
8:00:00 PM	72	55	No
8:15:00 PM	67	55	No
8:30:00 PM	67	55	No
8:45:00 PM	66	55	No
9:00:00 PM	64	55	No
9:15:00 PM	64	55	No
9:30:00 PM	63	55	No
9:45:00 PM	64	55	No
10:00:00 PM	63	55	No
10:15:00 PM	64	55	No
10:30:00 PM	65	55	No
10:45:00 PM	62	55	No
11:00:00 PM	62	55	No
11:15:00 PM	62	55	No
11:30:00 PM	62	55	No
11:45:00 PM	63	55	No

RD5 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	62	55	No
12:15:00 AM	68	55	No
12:30:00 AM	63	55	No
12:45:00 AM	60	55	No
1:00:00 AM	60	55	No
1:15:00 AM	60	55	No
1:30:00 AM	60	55	No
1:45:00 AM	59	55	No
2:00:00 AM	59	55	No
2:15:00 AM	62	55	No
2:30:00 AM	59	55	No
2:45:00 AM	63	55	No
3:00:00 AM	60	55	No
3:15:00 AM	62	55	No
3:30:00 AM	59	55	No
3:45:00 AM	59	55	No
4:00:00 AM	58	55	No
4:15:00 AM	56	55	No
4:30:00 AM	57	55	No
4:45:00 AM	58	55	No
5:00:00 AM	57	55	No
5:15:00 AM	54	52* (see footnote)	No
5:30:00 AM	56	55	No
5:45:00 AM	57	55	No
6:00:00 AM	55	55	No
6:15:00 AM	57	55	No
6:30:00 AM	59	55	No
6:45:00 AM	61	55	No
7:00:00 AM	61	55	No
7:15:00 AM	61	55	No
7:30:00 AM	61	55	No
7:45:00 AM	62	55	No
8:00:00 AM	63	55	No
8:15:00 AM	64	55	No
8:30:00 AM	63	55	No
8:45:00 AM	62	55	No
9:00:00 AM	62	55	No
9:15:00 AM	62	55	No
9:30:00 AM	62	55	No
9:45:00 AM	64	55	No
10:00:00 AM	65	55	No
10:15:00 AM	64	55	No
10:30:00 AM	64	55	No
10:45:00 AM	64	55	No
11:00:00 AM	64	55	No
11:15:00 AM	64	55	No
11:30:00 AM	64	55	No
11:45:00 AM	69	55	No
12:00:00 PM	63	55	No
12:15:00 PM	66	55	No
12:30:00 PM	65	55	No
12:45:00 PM	66	55	No
1:00:00 PM	64	55	No
1:15:00 PM	64	55	No
1:30:00 PM	65	55	No
1:45:00 PM	64	55	No
2:00:00 PM	65	55	No

\* Predicted Noise per proposed modified equipment operation shown on page 9 of the report.

RDS Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	64	55	No
2:30:00 PM	64	55	No
2:45:00 PM	65	55	No
3:00:00 PM	72	55	No
3:15:00 PM	64	55	No
3:30:00 PM	66	55	No
3:45:00 PM	64	55	No
4:00:00 PM	72	55	No
4:15:00 PM	64	55	No
4:30:00 PM	68	55	No
4:45:00 PM	70	55	No
5:00:00 PM	65	55	No
5:15:00 PM	65	55	No
5:30:00 PM	65	55	No
5:45:00 PM	65	55	No
6:00:00 PM	64	55	No
6:15:00 PM	64	55	No
6:30:00 PM	65	55	No
6:45:00 PM	65	55	No
7:00:00 PM	67	55	No
7:15:00 PM	65	55	No
7:30:00 PM	67	55	No
7:45:00 PM	65	55	No
8:00:00 PM	66	55	No
8:15:00 PM	65	55	No
8:30:00 PM	66	55	No
8:45:00 PM	64	55	No
9:00:00 PM	65	55	No
9:15:00 PM	65	55	No
9:30:00 PM	65	55	No
9:45:00 PM	64	55	No
10:00:00 PM	64	55	No
10:15:00 PM	65	55	No
10:30:00 PM	64	55	No
10:45:00 PM	63	55	No
11:00:00 PM	62	55	No
11:15:00 PM	63	55	No
11:30:00 PM	62	55	No
11:45:00 PM	64	55	No



RD6 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	71	54	No
12:15:00 AM	72	54	No
12:30:00 AM	69	54	No
12:45:00 AM	71	54	No
1:00:00 AM	69	54	No
1:15:00 AM	66	54	No
1:30:00 AM	66	54	No
1:45:00 AM	66	54	No
2:00:00 AM	72	54	No
2:15:00 AM	69	54	No
2:30:00 AM	71	54	No
2:45:00 AM	62	54	No
3:00:00 AM	71	54	No
3:15:00 AM	64	54	No
3:30:00 AM	62	54	No
3:45:00 AM	70	54	No
4:00:00 AM	64	54	No
4:15:00 AM	68	54	No
4:30:00 AM	67	54	No
4:45:00 AM	68	54	No
5:00:00 AM	71	54	No
5:15:00 AM	72	54	No
5:30:00 AM	73	54	No
5:45:00 AM	71	54	No
6:00:00 AM	74	54	No
6:15:00 AM	76	54	No
6:30:00 AM	78	54	No
6:45:00 AM	75	54	No
7:00:00 AM	76	54	No
7:15:00 AM	81	54	No
7:30:00 AM	76	54	No
7:45:00 AM	76	54	No
8:00:00 AM	77	54	No
8:15:00 AM	75	54	No
8:30:00 AM	75	54	No
8:45:00 AM	80	54	No
9:00:00 AM	76	54	No
9:15:00 AM	79	54	No
9:30:00 AM	76	54	No
9:45:00 AM	75	54	No
10:00:00 AM	77	54	No
10:15:00 AM	75	54	No
10:30:00 AM	75	54	No
10:45:00 AM	75	54	No
11:00:00 AM	77	54	No
11:15:00 AM	76	54	No
11:30:00 AM	75	54	No
11:45:00 AM	76	54	No
12:00:00 PM	76	54	No
12:15:00 PM	76	54	No
12:30:00 PM	76	54	No
12:45:00 PM	77	54	No
1:00:00 PM	76	54	No
1:15:00 PM	76	54	No
1:30:00 PM	74	54	No
1:45:00 PM	77	54	No
2:00:00 PM	74	54	No

RD6 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	75	54	No
2:30:00 PM	74	54	No
2:45:00 PM	75	54	No
3:00:00 PM	78	54	No
3:15:00 PM	75	54	No
3:30:00 PM	75	54	No
3:45:00 PM	75	54	No
4:00:00 PM	77	54	No
4:15:00 PM	76	54	No
4:30:00 PM	74	54	No
4:45:00 PM	76	54	No
5:00:00 PM	74	54	No
5:15:00 PM	76	54	No
5:30:00 PM	76	54	No
5:45:00 PM	77	54	No
6:00:00 PM	78	54	No
6:15:00 PM	76	54	No
6:30:00 PM	83	54	No
6:45:00 PM	78	54	No
7:00:00 PM	75	54	No
7:15:00 PM	75	54	No
7:30:00 PM	76	54	No
7:45:00 PM	77	54	No
8:00:00 PM	85	54	No
8:15:00 PM	75	54	No
8:30:00 PM	76	54	No
8:45:00 PM	76	54	No
9:00:00 PM	75	54	No
9:15:00 PM	76	54	No
9:30:00 PM	75	54	No
9:45:00 PM	80	54	No
10:00:00 PM	74	54	No
10:15:00 PM	75	54	No
10:30:00 PM	76	54	No
10:45:00 PM	74	54	No
11:00:00 PM	71	54	No
11:15:00 PM	73	54	No
11:30:00 PM	70	54	No
11:45:00 PM	76	54	No

RD6 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	70	54	No
12:15:00 AM	73	54	No
12:30:00 AM	74	54	No
12:45:00 AM	71	54	No
1:00:00 AM	68	54	No
1:15:00 AM	69	54	No
1:30:00 AM	77	54	No
1:45:00 AM	67	54	No
2:00:00 AM	74	54	No
2:15:00 AM	80	54	No
2:30:00 AM	72	54	No
2:45:00 AM	73	54	No
3:00:00 AM	78	54	No
3:15:00 AM	78	54	No
3:30:00 AM	73	54	No
3:45:00 AM	69	54	No
4:00:00 AM	75	54	No
4:15:00 AM	72	54	No
4:30:00 AM	72	54	No
4:45:00 AM	72	54	No
5:00:00 AM	62	54	No
5:15:00 AM	64	54	No
5:30:00 AM	66	54	No
5:45:00 AM	68	54	No
6:00:00 AM	64	54	No
6:15:00 AM	74	54	No
6:30:00 AM	68	54	No
6:45:00 AM	69	54	No
7:00:00 AM	69	54	No
7:15:00 AM	69	54	No
7:30:00 AM	71	54	No
7:45:00 AM	69	54	No
8:00:00 AM	73	54	No
8:15:00 AM	70	54	No
8:30:00 AM	73	54	No
8:45:00 AM	71	54	No
9:00:00 AM	71	54	No
9:15:00 AM	71	54	No
9:30:00 AM	72	54	No
9:45:00 AM	73	54	No
10:00:00 AM	73	54	No
10:15:00 AM	75	54	No
10:30:00 AM	74	54	No
10:45:00 AM	75	54	No
11:00:00 AM	71	54	No
11:15:00 AM	71	54	No
11:30:00 AM	72	54	No
11:45:00 AM	74	54	No
12:00:00 PM	74	54	No
12:15:00 PM	72	54	No
12:30:00 PM	73	54	No
12:45:00 PM	75	54	No
1:00:00 PM	74	54	No
1:15:00 PM	74	54	No
1:30:00 PM	74	54	No
1:45:00 PM	75	54	No
2:00:00 PM	75	54	No

RD6 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	74	54	No
2:30:00 PM	73	54	No
2:45:00 PM	72	54	No
3:00:00 PM	75	54	No
3:15:00 PM	74	54	No
3:30:00 PM	73	54	No
3:45:00 PM	72	54	No
4:00:00 PM	75	54	No
4:15:00 PM	76	54	No
4:30:00 PM	73	54	No
4:45:00 PM	74	54	No
5:00:00 PM	73	54	No
5:15:00 PM	74	54	No
5:30:00 PM	74	54	No
5:45:00 PM	73	54	No
6:00:00 PM	72	54	No
6:15:00 PM	73	54	No
6:30:00 PM	72	54	No
6:45:00 PM	75	54	No
7:00:00 PM	74	54	No
7:15:00 PM	74	54	No
7:30:00 PM	75	54	No
7:45:00 PM	74	54	No
8:00:00 PM	74	54	No
8:15:00 PM	75	54	No
8:30:00 PM	75	54	No
8:45:00 PM	76	54	No
9:00:00 PM	76	54	No
9:15:00 PM	76	54	No
9:30:00 PM	75	54	No
9:45:00 PM	75	54	No
10:00:00 PM	77	54	No
10:15:00 PM	76	54	No
10:30:00 PM	73	54	No
10:45:00 PM	75	54	No
11:00:00 PM	73	54	No
11:15:00 PM	75	54	No
11:30:00 PM	72	54	No
11:45:00 PM	73	54	No

RD7 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	76	57	No
12:15:00 AM	80	57	No
12:30:00 AM	75	57	No
12:45:00 AM	75	57	No
1:00:00 AM	76	57	No
1:15:00 AM	73	57	No
1:30:00 AM	71	57	No
1:45:00 AM	79	57	No
2:00:00 AM	73	57	No
2:15:00 AM	73	57	No
2:30:00 AM	72	57	No
2:45:00 AM	69	57	No
3:00:00 AM	73	57	No
3:15:00 AM	69	57	No
3:30:00 AM	68	57	No
3:45:00 AM	73	57	No
4:00:00 AM	70	57	No
4:15:00 AM	72	57	No
4:30:00 AM	73	57	No
4:45:00 AM	74	57	No
5:00:00 AM	75	57	No
5:15:00 AM	75	57	No
5:30:00 AM	77	57	No
5:45:00 AM	77	57	No
6:00:00 AM	79	57	No
6:15:00 AM	79	57	No
6:30:00 AM	82	57	No
6:45:00 AM	83	57	No
7:00:00 AM	81	57	No
7:15:00 AM	83	57	No
7:30:00 AM	82	57	No
7:45:00 AM	82	57	No
8:00:00 AM	83	57	No
8:15:00 AM	83	57	No
8:30:00 AM	81	57	No
8:45:00 AM	81	57	No
9:00:00 AM	82	57	No
9:15:00 AM	92	57	No
9:30:00 AM	81	57	No
9:45:00 AM	81	57	No
10:00:00 AM	82	57	No
10:15:00 AM	82	57	No
10:30:00 AM	81	57	No
10:45:00 AM	81	57	No
11:00:00 AM	81	57	No
11:15:00 AM	81	57	No
11:30:00 AM	80	57	No
11:45:00 AM	81	57	No
12:00:00 PM	80	57	No
12:15:00 PM	82	57	No
12:30:00 PM	85	57	No
12:45:00 PM	80	57	No
1:00:00 PM	80	57	No
1:15:00 PM	81	57	No
1:30:00 PM	82	57	No
1:45:00 PM	89	57	No
2:00:00 PM	80	57	No

RD7 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	80	57	No
2:30:00 PM	80	57	No
2:45:00 PM	81	57	No
3:00:00 PM	82	57	No
3:15:00 PM	81	57	No
3:30:00 PM	81	57	No
3:45:00 PM	81	57	No
4:00:00 PM	81	57	No
4:15:00 PM	81	57	No
4:30:00 PM	81	57	No
4:45:00 PM	82	57	No
5:00:00 PM	80	57	No
5:15:00 PM	85	57	No
5:30:00 PM	85	57	No
5:45:00 PM	86	57	No
6:00:00 PM	84	57	No
6:15:00 PM	81	57	No
6:30:00 PM	90	57	No
6:45:00 PM	88	57	No
7:00:00 PM	80	57	No
7:15:00 PM	81	57	No
7:30:00 PM	82	57	No
7:45:00 PM	81	57	No
8:00:00 PM	89	57	No
8:15:00 PM	80	57	No
8:30:00 PM	80	57	No
8:45:00 PM	80	57	No
9:00:00 PM	80	57	No
9:15:00 PM	80	57	No
9:30:00 PM	80	57	No
9:45:00 PM	81	57	No
10:00:00 PM	78	57	No
10:15:00 PM	79	57	No
10:30:00 PM	81	57	No
10:45:00 PM	77	57	No
11:00:00 PM	78	57	No
11:15:00 PM	79	57	No
11:30:00 PM	76	57	No
11:45:00 PM	78	57	No

RD7 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	76	57	No
12:15:00 AM	82	57	No
12:30:00 AM	77	57	No
12:45:00 AM	75	57	No
1:00:00 AM	75	57	No
1:15:00 AM	75	57	No
1:30:00 AM	74	57	No
1:45:00 AM	73	57	No
2:00:00 AM	73	57	No
2:15:00 AM	80	57	No
2:30:00 AM	72	57	No
2:45:00 AM	73	57	No
3:00:00 AM	75	57	No
3:15:00 AM	77	57	No
3:30:00 AM	75	57	No
3:45:00 AM	71	57	No
4:00:00 AM	72	57	No
4:15:00 AM	69	57	No
4:30:00 AM	71	57	No
4:45:00 AM	72	57	No
5:00:00 AM	69	57	No
5:15:00 AM	68	57	No
5:30:00 AM	71	57	No
5:45:00 AM	71	57	No
6:00:00 AM	70	57	No
6:15:00 AM	73	57	No
6:30:00 AM	74	57	No
6:45:00 AM	74	57	No
7:00:00 AM	75	57	No
7:15:00 AM	75	57	No
7:30:00 AM	76	57	No
7:45:00 AM	76	57	No
8:00:00 AM	77	57	No
8:15:00 AM	77	57	No
8:30:00 AM	77	57	No
8:45:00 AM	77	57	No
9:00:00 AM	78	57	No
9:15:00 AM	77	57	No
9:30:00 AM	77	57	No
9:45:00 AM	79	57	No
10:00:00 AM	77	57	No
10:15:00 AM	78	57	No
10:30:00 AM	78	57	No
10:45:00 AM	78	57	No
11:00:00 AM	78	57	No
11:15:00 AM	78	57	No
11:30:00 AM	78	57	No
11:45:00 AM	85	57	No
12:00:00 PM	78	57	No
12:15:00 PM	78	57	No
12:30:00 PM	80	57	No
12:45:00 PM	79	57	No
1:00:00 PM	79	57	No
1:15:00 PM	79	57	No
1:30:00 PM	79	57	No
1:45:00 PM	79	57	No
2:00:00 PM	79	57	No

RD7 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	78	57	No
2:30:00 PM	79	57	No
2:45:00 PM	78	57	No
3:00:00 PM	88	57	No
3:15:00 PM	78	57	No
3:30:00 PM	78	57	No
3:45:00 PM	78	57	No
4:00:00 PM	82	57	No
4:15:00 PM	78	57	No
4:30:00 PM	79	57	No
4:45:00 PM	82	57	No
5:00:00 PM	79	57	No
5:15:00 PM	78	57	No
5:30:00 PM	78	57	No
5:45:00 PM	79	57	No
6:00:00 PM	78	57	No
6:15:00 PM	78	57	No
6:30:00 PM	78	57	No
6:45:00 PM	77	57	No
7:00:00 PM	80	57	No
7:15:00 PM	80	57	No
7:30:00 PM	79	57	No
7:45:00 PM	80	57	No
8:00:00 PM	80	57	No
8:15:00 PM	80	57	No
8:30:00 PM	82	57	No
8:45:00 PM	79	57	No
9:00:00 PM	80	57	No
9:15:00 PM	79	57	No
9:30:00 PM	78	57	No
9:45:00 PM	80	57	No
10:00:00 PM	78	57	No
10:15:00 PM	79	57	No
10:30:00 PM	79	57	No
10:45:00 PM	79	57	No
11:00:00 PM	77	57	No
11:15:00 PM	77	57	No
11:30:00 PM	77	57	No
11:45:00 PM	82	57	No



RD8 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	66	55	No
12:15:00 AM	70	55	No
12:30:00 AM	65	55	No
12:45:00 AM	65	55	No
1:00:00 AM	65	55	No
1:15:00 AM	62	55	No
1:30:00 AM	62	55	No
1:45:00 AM	64	55	No
2:00:00 AM	61	55	No
2:15:00 AM	62	55	No
2:30:00 AM	62	55	No
2:45:00 AM	61	55	No
3:00:00 AM	61	55	No
3:15:00 AM	60	55	No
3:30:00 AM	59	55	No
3:45:00 AM	62	55	No
4:00:00 AM	61	55	No
4:15:00 AM	62	55	No
4:30:00 AM	65	55	No
4:45:00 AM	64	55	No
5:00:00 AM	66	55	No
5:15:00 AM	66	55	No
5:30:00 AM	67	55	No
5:45:00 AM	67	55	No
6:00:00 AM	68	55	No
6:15:00 AM	69	55	No
6:30:00 AM	72	55	No
6:45:00 AM	73	55	No
7:00:00 AM	70	55	No
7:15:00 AM	80	55	No
7:30:00 AM	71	55	No
7:45:00 AM	72	55	No
8:00:00 AM	73	55	No
8:15:00 AM	73	55	No
8:30:00 AM	72	55	No
8:45:00 AM	72	55	No
9:00:00 AM	73	55	No
9:15:00 AM	79	55	No
9:30:00 AM	73	55	No
9:45:00 AM	71	55	No
10:00:00 AM	73	55	No
10:15:00 AM	74	55	No
10:30:00 AM	72	55	No
10:45:00 AM	71	55	No
11:00:00 AM	72	55	No
11:15:00 AM	73	55	No
11:30:00 AM	75	55	No
11:45:00 AM	72	55	No
12:00:00 PM	72	55	No
12:15:00 PM	73	55	No
12:30:00 PM	73	55	No
12:45:00 PM	73	55	No
1:00:00 PM	72	55	No
1:15:00 PM	72	55	No
1:30:00 PM	75	55	No
1:45:00 PM	78	55	No
2:00:00 PM	71	55	No

RD8 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	71	55	No
2:30:00 PM	71	55	No
2:45:00 PM	71	55	No
3:00:00 PM	72	55	No
3:15:00 PM	73	55	No
3:30:00 PM	72	55	No
3:45:00 PM	71	55	No
4:00:00 PM	72	55	No
4:15:00 PM	71	55	No
4:30:00 PM	71	55	No
4:45:00 PM	72	55	No
5:00:00 PM	73	55	No
5:15:00 PM	74	55	No
5:30:00 PM	77	55	No
5:45:00 PM	74	55	No
6:00:00 PM	74	55	No
6:15:00 PM	71	55	No
6:30:00 PM	88	55	No
6:45:00 PM	78	55	No
7:00:00 PM	71	55	No
7:15:00 PM	71	55	No
7:30:00 PM	73	55	No
7:45:00 PM	71	55	No
8:00:00 PM	78	55	No
8:15:00 PM	70	55	No
8:30:00 PM	69	55	No
8:45:00 PM	70	55	No
9:00:00 PM	69	55	No
9:15:00 PM	69	55	No
9:30:00 PM	69	55	No
9:45:00 PM	70	55	No
10:00:00 PM	68	55	No
10:15:00 PM	68	55	No
10:30:00 PM	70	55	No
10:45:00 PM	67	55	No
11:00:00 PM	67	55	No
11:15:00 PM	69	55	No
11:30:00 PM	67	55	No
11:45:00 PM	69	55	No

RD8 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	66	59	No
12:15:00 AM	70	59	No
12:30:00 AM	66	59	No
12:45:00 AM	65	59	No
1:00:00 AM	65	59	No
1:15:00 AM	62	59	No
1:30:00 AM	62	59	No
1:45:00 AM	64	59	No
2:00:00 AM	62	59	No
2:15:00 AM	62	59	No
2:30:00 AM	62	59	No
2:45:00 AM	61	59	No
3:00:00 AM	61	59	No
3:15:00 AM	60	59	No
3:30:00 AM	59	59	No
3:45:00 AM	62	59	No
4:00:00 AM	62	59	No
4:15:00 AM	62	59	No
4:30:00 AM	65	59	No
4:45:00 AM	64	59	No
5:00:00 AM	66	59	No
5:15:00 AM	66	59	No
5:30:00 AM	67	59	No
5:45:00 AM	67	59	No
6:00:00 AM	68	59	No
6:15:00 AM	69	59	No
6:30:00 AM	72	59	No
6:45:00 AM	73	59	No
7:00:00 AM	71	59	No
7:15:00 AM	80	59	No
7:30:00 AM	71	59	No
7:45:00 AM	72	59	No
8:00:00 AM	73	59	No
8:15:00 AM	73	59	No
8:30:00 AM	72	59	No
8:45:00 AM	72	59	No
9:00:00 AM	73	59	No
9:15:00 AM	79	59	No
9:30:00 AM	73	59	No
9:45:00 AM	72	59	No
10:00:00 AM	73	59	No
10:15:00 AM	75	59	No
10:30:00 AM	72	59	No
10:45:00 AM	72	59	No
11:00:00 AM	73	59	No
11:15:00 AM	73	59	No
11:30:00 AM	75	59	No
11:45:00 AM	72	59	No
12:00:00 PM	72	59	No
12:15:00 PM	73	59	No
12:30:00 PM	73	59	No
12:45:00 PM	73	59	No
1:00:00 PM	72	59	No
1:15:00 PM	72	59	No
1:30:00 PM	75	59	No
1:45:00 PM	78	59	No
2:00:00 PM	71	59	No

<b>RD8 Elevated Receiver</b>			
<b>Time</b>	<b>Leq15 Threshold</b>	<b>Predicted</b>	<b>Exceedance (Yes/No)</b>
2:15:00 PM	72	59	No
2:30:00 PM	71	59	No
2:45:00 PM	71	59	No
3:00:00 PM	72	59	No
3:15:00 PM	74	59	No
3:30:00 PM	72	59	No
3:45:00 PM	72	59	No
4:00:00 PM	72	59	No
4:15:00 PM	71	59	No
4:30:00 PM	72	59	No
4:45:00 PM	72	59	No
5:00:00 PM	73	59	No
5:15:00 PM	74	59	No
5:30:00 PM	77	59	No
5:45:00 PM	74	59	No
6:00:00 PM	74	59	No
6:15:00 PM	71	59	No
6:30:00 PM	88	59	No
6:45:00 PM	78	59	No
7:00:00 PM	71	59	No
7:15:00 PM	72	59	No
7:30:00 PM	73	59	No
7:45:00 PM	71	59	No
8:00:00 PM	78	59	No
8:15:00 PM	70	59	No
8:30:00 PM	70	59	No
8:45:00 PM	71	59	No
9:00:00 PM	70	59	No
9:15:00 PM	69	59	No
9:30:00 PM	69	59	No
9:45:00 PM	70	59	No
10:00:00 PM	68	59	No
10:15:00 PM	69	59	No
10:30:00 PM	70	59	No
10:45:00 PM	67	59	No
11:00:00 PM	67	59	No
11:15:00 PM	69	59	No
11:30:00 PM	67	59	No
11:45:00 PM	70	59	No

RD8 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	66	55	No
12:15:00 AM	72	55	No
12:30:00 AM	67	55	No
12:45:00 AM	65	55	No
1:00:00 AM	64	55	No
1:15:00 AM	64	55	No
1:30:00 AM	65	55	No
1:45:00 AM	63	55	No
2:00:00 AM	63	55	No
2:15:00 AM	67	55	No
2:30:00 AM	63	55	No
2:45:00 AM	67	55	No
3:00:00 AM	65	55	No
3:15:00 AM	66	55	No
3:30:00 AM	64	55	No
3:45:00 AM	63	55	No
4:00:00 AM	62	55	No
4:15:00 AM	61	55	No
4:30:00 AM	61	55	No
4:45:00 AM	63	55	No
5:00:00 AM	61	55	No
5:15:00 AM	58	55	No
5:30:00 AM	61	55	No
5:45:00 AM	61	55	No
6:00:00 AM	60	55	No
6:15:00 AM	62	55	No
6:30:00 AM	64	55	No
6:45:00 AM	66	55	No
7:00:00 AM	65	55	No
7:15:00 AM	65	55	No
7:30:00 AM	65	55	No
7:45:00 AM	66	55	No
8:00:00 AM	68	55	No
8:15:00 AM	68	55	No
8:30:00 AM	68	55	No
8:45:00 AM	67	55	No
9:00:00 AM	67	55	No
9:15:00 AM	66	55	No
9:30:00 AM	67	55	No
9:45:00 AM	68	55	No
10:00:00 AM	69	55	No
10:15:00 AM	68	55	No
10:30:00 AM	69	55	No
10:45:00 AM	68	55	No
11:00:00 AM	68	55	No
11:15:00 AM	68	55	No
11:30:00 AM	68	55	No
11:45:00 AM	73	55	No
12:00:00 PM	68	55	No
12:15:00 PM	70	55	No
12:30:00 PM	69	55	No
12:45:00 PM	70	55	No
1:00:00 PM	69	55	No
1:15:00 PM	69	55	No
1:30:00 PM	69	55	No
1:45:00 PM	68	55	No
2:00:00 PM	70	55	No

RD8 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	69	55	No
2:30:00 PM	68	55	No
2:45:00 PM	69	55	No
3:00:00 PM	76	55	No
3:15:00 PM	69	55	No
3:30:00 PM	68	55	No
3:45:00 PM	68	55	No
4:00:00 PM	76	55	No
4:15:00 PM	68	55	No
4:30:00 PM	69	55	No
4:45:00 PM	75	55	No
5:00:00 PM	69	55	No
5:15:00 PM	68	55	No
5:30:00 PM	69	55	No
5:45:00 PM	69	55	No
6:00:00 PM	68	55	No
6:15:00 PM	69	55	No
6:30:00 PM	69	55	No
6:45:00 PM	68	55	No
7:00:00 PM	71	55	No
7:15:00 PM	70	55	No
7:30:00 PM	70	55	No
7:45:00 PM	70	55	No
8:00:00 PM	73	55	No
8:15:00 PM	70	55	No
8:30:00 PM	71	55	No
8:45:00 PM	69	55	No
9:00:00 PM	69	55	No
9:15:00 PM	69	55	No
9:30:00 PM	68	55	No
9:45:00 PM	69	55	No
10:00:00 PM	68	55	No
10:15:00 PM	69	55	No
10:30:00 PM	68	55	No
10:45:00 PM	68	55	No
11:00:00 PM	67	55	No
11:15:00 PM	67	55	No
11:30:00 PM	67	55	No
11:45:00 PM	68	55	No

<b>RD8 Weekends Elevated Receivers</b>			
<b>Time</b>	<b>Leq15 Threshold</b>	<b>Predicted</b>	<b>Exceedance (Yes/No)</b>
12:00:00 AM	67	59	No
12:15:00 AM	73	59	No
12:30:00 AM	67	59	No
12:45:00 AM	65	59	No
1:00:00 AM	65	59	No
1:15:00 AM	65	59	No
1:30:00 AM	65	59	No
1:45:00 AM	63	59	No
2:00:00 AM	64	59	No
2:15:00 AM	67	59	No
2:30:00 AM	64	59	No
2:45:00 AM	68	59	No
3:00:00 AM	65	59	No
3:15:00 AM	66	59	No
3:30:00 AM	64	59	No
3:45:00 AM	63	59	No
4:00:00 AM	62	59	No
4:15:00 AM	61	59	No
4:30:00 AM	62	59	No
4:45:00 AM	63	59	No
5:00:00 AM	61	59	No
5:15:00 AM	59	59	No
5:30:00 AM	61	59	No
5:45:00 AM	62	59	No
6:00:00 AM	60	59	No
6:15:00 AM	62	59	No
6:30:00 AM	64	59	No
6:45:00 AM	66	59	No
7:00:00 AM	66	59	No
7:15:00 AM	65	59	No
7:30:00 AM	66	59	No
7:45:00 AM	66	59	No
8:00:00 AM	68	59	No
8:15:00 AM	68	59	No
8:30:00 AM	68	59	No
8:45:00 AM	67	59	No
9:00:00 AM	67	59	No
9:15:00 AM	67	59	No
9:30:00 AM	67	59	No
9:45:00 AM	69	59	No
10:00:00 AM	69	59	No
10:15:00 AM	69	59	No
10:30:00 AM	69	59	No
10:45:00 AM	69	59	No
11:00:00 AM	68	59	No
11:15:00 AM	68	59	No
11:30:00 AM	68	59	No
11:45:00 AM	73	59	No
12:00:00 PM	68	59	No
12:15:00 PM	70	59	No
12:30:00 PM	70	59	No
12:45:00 PM	70	59	No
1:00:00 PM	69	59	No
1:15:00 PM	69	59	No
1:30:00 PM	70	59	No
1:45:00 PM	68	59	No
2:00:00 PM	70	59	No

RD8 Weekends Elevated Receivers			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	68.8	59	No
2:30:00 PM	68.6	59	No
2:45:00 PM	69.2	59	No
3:00:00 PM	76.4	59	No
3:15:00 PM	68.9	59	No
3:30:00 PM	68	59	No
3:45:00 PM	68.3	59	No
4:00:00 PM	76.4	59	No
4:15:00 PM	68.3	59	No
4:30:00 PM	69.1	59	No
4:45:00 PM	75	59	No
5:00:00 PM	69.3	59	No
5:15:00 PM	68.1	59	No
5:30:00 PM	69.1	59	No
5:45:00 PM	69.1	59	No
6:00:00 PM	68.4	59	No
6:15:00 PM	68.8	59	No
6:30:00 PM	69	59	No
6:45:00 PM	68.2	59	No
7:00:00 PM	71	59	No
7:15:00 PM	70	59	No
7:30:00 PM	70.4	59	No
7:45:00 PM	70.1	59	No
8:00:00 PM	73	59	No
8:15:00 PM	69.8	59	No
8:30:00 PM	71.4	59	No
8:45:00 PM	69.2	59	No
9:00:00 PM	69.6	59	No
9:15:00 PM	69.6	59	No
9:30:00 PM	68.6	59	No
9:45:00 PM	69.2	59	No
10:00:00 PM	68.4	59	No
10:15:00 PM	69.5	59	No
10:30:00 PM	68.6	59	No
10:45:00 PM	68.6	59	No
11:00:00 PM	67.1	59	No
11:15:00 PM	67.5	59	No
11:30:00 PM	67.1	59	No
11:45:00 PM	68.6	59	No



RD10 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	69	53	No
12:15:00 AM	68	53	No
12:30:00 AM	65	53	No
12:45:00 AM	65	53	No
1:00:00 AM	64	53	No
1:15:00 AM	67	53	No
1:30:00 AM	59	53	No
1:45:00 AM	63	53	No
2:00:00 AM	61	53	No
2:15:00 AM	60	53	No
2:30:00 AM	60	53	No
2:45:00 AM	58	53	No
3:00:00 AM	60	53	No
3:15:00 AM	57	53	No
3:30:00 AM	59	53	No
3:45:00 AM	61	53	No
4:00:00 AM	60	53	No
4:15:00 AM	61	53	No
4:30:00 AM	62	53	No
4:45:00 AM	63	53	No
5:00:00 AM	63	53	No
5:15:00 AM	63	53	No
5:30:00 AM	64	53	No
5:45:00 AM	66	53	No
6:00:00 AM	66	53	No
6:15:00 AM	67	53	No
6:30:00 AM	69	53	No
6:45:00 AM	71	53	No
7:00:00 AM	70	53	No
7:15:00 AM	72	53	No
7:30:00 AM	73	53	No
7:45:00 AM	71	53	No
8:00:00 AM	72	53	No
8:15:00 AM	73	53	No
8:30:00 AM	71	53	No
8:45:00 AM	71	53	No
9:00:00 AM	71	53	No
9:15:00 AM	78	53	No
9:30:00 AM	72	53	No
9:45:00 AM	73	53	No
10:00:00 AM	73	53	No
10:15:00 AM	73	53	No
10:30:00 AM	74	53	No
10:45:00 AM	74	53	No
11:00:00 AM	74	53	No
11:15:00 AM	73	53	No
11:30:00 AM	75	53	No
11:45:00 AM	72	53	No
12:00:00 PM	72	53	No
12:15:00 PM	72	53	No
12:30:00 PM	85	53	No
12:45:00 PM	73	53	No
1:00:00 PM	73	53	No
1:15:00 PM	72	53	No
1:30:00 PM	72	53	No
1:45:00 PM	75	53	No
2:00:00 PM	72	53	No

RD10 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	74	53	No
2:30:00 PM	74	53	No
2:45:00 PM	74	53	No
3:00:00 PM	73	53	No
3:15:00 PM	71	53	No
3:30:00 PM	74	53	No
3:45:00 PM	72	53	No
4:00:00 PM	72	53	No
4:15:00 PM	72	53	No
4:30:00 PM	74	53	No
4:45:00 PM	72	53	No
5:00:00 PM	72	53	No
5:15:00 PM	74	53	No
5:30:00 PM	75	53	No
5:45:00 PM	74	53	No
6:00:00 PM	75	53	No
6:15:00 PM	71	53	No
6:30:00 PM	86	53	No
6:45:00 PM	76	53	No
7:00:00 PM	73	53	No
7:15:00 PM	72	53	No
7:30:00 PM	71	53	No
7:45:00 PM	71	53	No
8:00:00 PM	74	53	No
8:15:00 PM	69	53	No
8:30:00 PM	69	53	No
8:45:00 PM	68	53	No
9:00:00 PM	70	53	No
9:15:00 PM	69	53	No
9:30:00 PM	70	53	No
9:45:00 PM	69	53	No
10:00:00 PM	68	53	No
10:15:00 PM	68	53	No
10:30:00 PM	70	53	No
10:45:00 PM	69	53	No
11:00:00 PM	67	53	No
11:15:00 PM	69	53	No
11:30:00 PM	66	53	No
11:45:00 PM	65	53	No

RD10 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	65	53	No
12:15:00 AM	65	53	No
12:30:00 AM	65	53	No
12:45:00 AM	64	53	No
1:00:00 AM	63	53	No
1:15:00 AM	66	53	No
1:30:00 AM	64	53	No
1:45:00 AM	63	53	No
2:00:00 AM	64	53	No
2:15:00 AM	76	53	No
2:30:00 AM	62	53	No
2:45:00 AM	64	53	No
3:00:00 AM	66	53	No
3:15:00 AM	64	53	No
3:30:00 AM	66	53	No
3:45:00 AM	62	53	No
4:00:00 AM	63	53	No
4:15:00 AM	61	53	No
4:30:00 AM	61	53	No
4:45:00 AM	63	53	No
5:00:00 AM	57	53	No
5:15:00 AM	57	53	No
5:30:00 AM	58	53	No
5:45:00 AM	58	53	No
6:00:00 AM	58	53	No
6:15:00 AM	60	53	No
6:30:00 AM	62	53	No
6:45:00 AM	62	53	No
7:00:00 AM	63	53	No
7:15:00 AM	63	53	No
7:30:00 AM	63	53	No
7:45:00 AM	64	53	No
8:00:00 AM	67	53	No
8:15:00 AM	68	53	No
8:30:00 AM	68	53	No
8:45:00 AM	66	53	No
9:00:00 AM	68	53	No
9:15:00 AM	65	53	No
9:30:00 AM	66	53	No
9:45:00 AM	67	53	No
10:00:00 AM	67	53	No
10:15:00 AM	67	53	No
10:30:00 AM	67	53	No
10:45:00 AM	67	53	No
11:00:00 AM	69	53	No
11:15:00 AM	67	53	No
11:30:00 AM	68	53	No
11:45:00 AM	70	53	No
12:00:00 PM	68	53	No
12:15:00 PM	68	53	No
12:30:00 PM	70	53	No
12:45:00 PM	70	53	No
1:00:00 PM	71	53	No
1:15:00 PM	70	53	No
1:30:00 PM	68	53	No
1:45:00 PM	69	53	No
2:00:00 PM	69	53	No

<b>RD10 Weekends</b>			
<b>Time</b>	<b>Leq15 Threshold</b>	<b>Predicted</b>	<b>Exceedance (Yes/No)</b>
2:15:00 PM	69	53	No
2:30:00 PM	68	53	No
2:45:00 PM	70	53	No
3:00:00 PM	69	53	No
3:15:00 PM	68	53	No
3:30:00 PM	69	53	No
3:45:00 PM	68	53	No
4:00:00 PM	69	53	No
4:15:00 PM	68	53	No
4:30:00 PM	69	53	No
4:45:00 PM	75	53	No
5:00:00 PM	68	53	No
5:15:00 PM	69	53	No
5:30:00 PM	68	53	No
5:45:00 PM	68	53	No
6:00:00 PM	67	53	No
6:15:00 PM	68	53	No
6:30:00 PM	67	53	No
6:45:00 PM	67	53	No
7:00:00 PM	69	53	No
7:15:00 PM	69	53	No
7:30:00 PM	71	53	No
7:45:00 PM	69	53	No
8:00:00 PM	69	53	No
8:15:00 PM	68	53	No
8:30:00 PM	68	53	No
8:45:00 PM	75	53	No
9:00:00 PM	69	53	No
9:15:00 PM	68	53	No
9:30:00 PM	68	53	No
9:45:00 PM	71	53	No
10:00:00 PM	68	53	No
10:15:00 PM	70	53	No
10:30:00 PM	68	53	No
10:45:00 PM	68	53	No
11:00:00 PM	66	53	No
11:15:00 PM	66	53	No
11:30:00 PM	66	53	No
11:45:00 PM	67	53	No

RD11 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	77	52	No
12:15:00 AM	78	52	No
12:30:00 AM	75	52	No
12:45:00 AM	74	52	No
1:00:00 AM	76	52	No
1:15:00 AM	74	52	No
1:30:00 AM	73	52	No
1:45:00 AM	77	52	No
2:00:00 AM	73	52	No
2:15:00 AM	73	52	No
2:30:00 AM	74	52	No
2:45:00 AM	72	52	No
3:00:00 AM	72	52	No
3:15:00 AM	71	52	No
3:30:00 AM	69	52	No
3:45:00 AM	75	52	No
4:00:00 AM	70	52	No
4:15:00 AM	72	52	No
4:30:00 AM	74	52	No
4:45:00 AM	75	52	No
5:00:00 AM	75	52	No
5:15:00 AM	77	52	No
5:30:00 AM	77	52	No
5:45:00 AM	78	52	No
6:00:00 AM	79	52	No
6:15:00 AM	79	52	No
6:30:00 AM	80	52	No
6:45:00 AM	81	52	No
7:00:00 AM	82	52	No
7:15:00 AM	82	52	No
7:30:00 AM	82	52	No
7:45:00 AM	82	52	No
8:00:00 AM	82	52	No
8:15:00 AM	82	52	No
8:30:00 AM	81	52	No
8:45:00 AM	81	52	No
9:00:00 AM	81	52	No
9:15:00 AM	91	52	No
9:30:00 AM	81	52	No
9:45:00 AM	81	52	No
10:00:00 AM	81	52	No
10:15:00 AM	81	52	No
10:30:00 AM	80	52	No
10:45:00 AM	80	52	No
11:00:00 AM	81	52	No
11:15:00 AM	80	52	No
11:30:00 AM	80	52	No
11:45:00 AM	81	52	No
12:00:00 PM	79	52	No
12:15:00 PM	81	52	No
12:30:00 PM	81	52	No
12:45:00 PM	81	52	No
1:00:00 PM	80	52	No
1:15:00 PM	81	52	No
1:30:00 PM	86	52	No
1:45:00 PM	87	52	No
2:00:00 PM	81	52	No

RD11 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	80	52	No
2:30:00 PM	79	52	No
2:45:00 PM	81	52	No
3:00:00 PM	81	52	No
3:15:00 PM	81	52	No
3:30:00 PM	80	52	No
3:45:00 PM	81	52	No
4:00:00 PM	81	52	No
4:15:00 PM	81	52	No
4:30:00 PM	81	52	No
4:45:00 PM	82	52	No
5:00:00 PM	80	52	No
5:15:00 PM	87	52	No
5:30:00 PM	85	52	No
5:45:00 PM	84	52	No
6:00:00 PM	87	52	No
6:15:00 PM	80	52	No
6:30:00 PM	91	52	No
6:45:00 PM	89	52	No
7:00:00 PM	84	52	No
7:15:00 PM	81	52	No
7:30:00 PM	81	52	No
7:45:00 PM	80	52	No
8:00:00 PM	83	52	No
8:15:00 PM	80	52	No
8:30:00 PM	80	52	No
8:45:00 PM	80	52	No
9:00:00 PM	81	52	No
9:15:00 PM	80	52	No
9:30:00 PM	79	52	No
9:45:00 PM	79	52	No
10:00:00 PM	78	52	No
10:15:00 PM	78	52	No
10:30:00 PM	81	52	No
10:45:00 PM	78	52	No
11:00:00 PM	78	52	No
11:15:00 PM	79	52	No
11:30:00 PM	77	52	No
11:45:00 PM	78	52	No

RD11 Elevated Receivers			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	75	52	No
12:15:00 AM	76	52	No
12:30:00 AM	73	52	No
12:45:00 AM	72	52	No
1:00:00 AM	74	52	No
1:15:00 AM	72	52	No
1:30:00 AM	71	52	No
1:45:00 AM	75	52	No
2:00:00 AM	71	52	No
2:15:00 AM	71	52	No
2:30:00 AM	72	52	No
2:45:00 AM	70	52	No
3:00:00 AM	70	52	No
3:15:00 AM	69	52	No
3:30:00 AM	67	52	No
3:45:00 AM	73	52	No
4:00:00 AM	68	52	No
4:15:00 AM	70	52	No
4:30:00 AM	72	52	No
4:45:00 AM	73	52	No
5:00:00 AM	73	52	No
5:15:00 AM	75	52	No
5:30:00 AM	75	52	No
5:45:00 AM	76	52	No
6:00:00 AM	77	52	No
6:15:00 AM	77	52	No
6:30:00 AM	78	52	No
6:45:00 AM	79	52	No
7:00:00 AM	80	52	No
7:15:00 AM	80	52	No
7:30:00 AM	80	52	No
7:45:00 AM	80	52	No
8:00:00 AM	80	52	No
8:15:00 AM	80	52	No
8:30:00 AM	79	52	No
8:45:00 AM	79	52	No
9:00:00 AM	79	52	No
9:15:00 AM	89	52	No
9:30:00 AM	79	52	No
9:45:00 AM	79	52	No
10:00:00 AM	79	52	No
10:15:00 AM	79	52	No
10:30:00 AM	78	52	No
10:45:00 AM	78	52	No
11:00:00 AM	79	52	No
11:15:00 AM	78	52	No
11:30:00 AM	78	52	No
11:45:00 AM	79	52	No
12:00:00 PM	77	52	No
12:15:00 PM	79	52	No
12:30:00 PM	79	52	No
12:45:00 PM	79	52	No
1:00:00 PM	78	52	No
1:15:00 PM	79	52	No
1:30:00 PM	84	52	No
1:45:00 PM	85	52	No
2:00:00 PM	79	52	No

<b>RD11 Elevated Receivers</b>			
<b>Time</b>	<b>Leq15 Threshold</b>	<b>Predicted</b>	<b>Exceedance (Yes/No)</b>
2:15:00 PM	78	52	No
2:30:00 PM	77	52	No
2:45:00 PM	79	52	No
3:00:00 PM	79	52	No
3:15:00 PM	79	52	No
3:30:00 PM	78	52	No
3:45:00 PM	79	52	No
4:00:00 PM	79	52	No
4:15:00 PM	79	52	No
4:30:00 PM	79	52	No
4:45:00 PM	80	52	No
5:00:00 PM	78	52	No
5:15:00 PM	85	52	No
5:30:00 PM	83	52	No
5:45:00 PM	82	52	No
6:00:00 PM	85	52	No
6:15:00 PM	78	52	No
6:30:00 PM	89	52	No
6:45:00 PM	87	52	No
7:00:00 PM	82	52	No
7:15:00 PM	79	52	No
7:30:00 PM	79	52	No
7:45:00 PM	78	52	No
8:00:00 PM	81	52	No
8:15:00 PM	78	52	No
8:30:00 PM	78	52	No
8:45:00 PM	78	52	No
9:00:00 PM	79	52	No
9:15:00 PM	78	52	No
9:30:00 PM	77	52	No
9:45:00 PM	77	52	No
10:00:00 PM	76	52	No
10:15:00 PM	76	52	No
10:30:00 PM	79	52	No
10:45:00 PM	76	52	No
11:00:00 PM	76	52	No
11:15:00 PM	77	52	No
11:30:00 PM	75	52	No
11:45:00 PM	76	52	No



RD11 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	77	52	No
12:15:00 AM	76	52	No
12:30:00 AM	78	52	No
12:45:00 AM	76	52	No
1:00:00 AM	75	52	No
1:15:00 AM	75	52	No
1:30:00 AM	76	52	No
1:45:00 AM	74	52	No
2:00:00 AM	75	52	No
2:15:00 AM	78	52	No
2:30:00 AM	75	52	No
2:45:00 AM	75	52	No
3:00:00 AM	78	52	No
3:15:00 AM	75	52	No
3:30:00 AM	77	52	No
3:45:00 AM	72	52	No
4:00:00 AM	76	52	No
4:15:00 AM	72	52	No
4:30:00 AM	74	52	No
4:45:00 AM	76	52	No
5:00:00 AM	71	52	No
5:15:00 AM	70	52	No
5:30:00 AM	73	52	No
5:45:00 AM	71	52	No
6:00:00 AM	73	52	No
6:15:00 AM	74	52	No
6:30:00 AM	75	52	No
6:45:00 AM	74	52	No
7:00:00 AM	76	52	No
7:15:00 AM	76	52	No
7:30:00 AM	76	52	No
7:45:00 AM	76	52	No
8:00:00 AM	77	52	No
8:15:00 AM	83	52	No
8:30:00 AM	77	52	No
8:45:00 AM	77	52	No
9:00:00 AM	78	52	No
9:15:00 AM	77	52	No
9:30:00 AM	78	52	No
9:45:00 AM	79	52	No
10:00:00 AM	77	52	No
10:15:00 AM	78	52	No
10:30:00 AM	78	52	No
10:45:00 AM	81	52	No
11:00:00 AM	78	52	No
11:15:00 AM	78	52	No
11:30:00 AM	78	52	No
11:45:00 AM	86	52	No
12:00:00 PM	78	52	No
12:15:00 PM	79	52	No
12:30:00 PM	80	52	No
12:45:00 PM	80	52	No
1:00:00 PM	79	52	No
1:15:00 PM	79	52	No
1:30:00 PM	79	52	No
1:45:00 PM	79	52	No
2:00:00 PM	78	52	No

RD11 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	80	52	No
2:30:00 PM	79	52	No
2:45:00 PM	78	52	No
3:00:00 PM	79	52	No
3:15:00 PM	78	52	No
3:30:00 PM	78	52	No
3:45:00 PM	78	52	No
4:00:00 PM	82	52	No
4:15:00 PM	78	52	No
4:30:00 PM	78	52	No
4:45:00 PM	82	52	No
5:00:00 PM	79	52	No
5:15:00 PM	78	52	No
5:30:00 PM	78	52	No
5:45:00 PM	82	52	No
6:00:00 PM	78	52	No
6:15:00 PM	79	52	No
6:30:00 PM	79	52	No
6:45:00 PM	78	52	No
7:00:00 PM	80	52	No
7:15:00 PM	79	52	No
7:30:00 PM	80	52	No
7:45:00 PM	80	52	No
8:00:00 PM	80	52	No
8:15:00 PM	80	52	No
8:30:00 PM	79	52	No
8:45:00 PM	79	52	No
9:00:00 PM	82	52	No
9:15:00 PM	79	52	No
9:30:00 PM	78	52	No
9:45:00 PM	80	52	No
10:00:00 PM	78	52	No
10:15:00 PM	80	52	No
10:30:00 PM	79	52	No
10:45:00 PM	78	52	No
11:00:00 PM	77	52	No
11:15:00 PM	76	52	No
11:30:00 PM	80	52	No
11:45:00 PM	81	52	No

RD11 Weekends Elevated Receivers			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	75	52	No
12:15:00 AM	74	52	No
12:30:00 AM	76	52	No
12:45:00 AM	74	52	No
1:00:00 AM	73	52	No
1:15:00 AM	73	52	No
1:30:00 AM	74	52	No
1:45:00 AM	72	52	No
2:00:00 AM	73	52	No
2:15:00 AM	76	52	No
2:30:00 AM	73	52	No
2:45:00 AM	73	52	No
3:00:00 AM	76	52	No
3:15:00 AM	73	52	No
3:30:00 AM	75	52	No
3:45:00 AM	70	52	No
4:00:00 AM	74	52	No
4:15:00 AM	70	52	No
4:30:00 AM	72	52	No
4:45:00 AM	74	52	No
5:00:00 AM	69	52	No
5:15:00 AM	68	52	No
5:30:00 AM	71	52	No
5:45:00 AM	69	52	No
6:00:00 AM	71	52	No
6:15:00 AM	72	52	No
6:30:00 AM	73	52	No
6:45:00 AM	72	52	No
7:00:00 AM	74	52	No
7:15:00 AM	74	52	No
7:30:00 AM	74	52	No
7:45:00 AM	74	52	No
8:00:00 AM	75	52	No
8:15:00 AM	81	52	No
8:30:00 AM	75	52	No
8:45:00 AM	75	52	No
9:00:00 AM	76	52	No
9:15:00 AM	75	52	No
9:30:00 AM	76	52	No
9:45:00 AM	77	52	No
10:00:00 AM	75	52	No
10:15:00 AM	76	52	No
10:30:00 AM	76	52	No
10:45:00 AM	79	52	No
11:00:00 AM	76	52	No
11:15:00 AM	76	52	No
11:30:00 AM	76	52	No
11:45:00 AM	84	52	No
12:00:00 PM	76	52	No
12:15:00 PM	77	52	No
12:30:00 PM	78	52	No
12:45:00 PM	78	52	No
1:00:00 PM	77	52	No
1:15:00 PM	77	52	No
1:30:00 PM	77	52	No
1:45:00 PM	77	52	No
2:00:00 PM	76	52	No

RD11 Weekends Elevated Receivers			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	77	52	No
2:30:00 PM	77	52	No
2:45:00 PM	76	52	No
3:00:00 PM	77	52	No
3:15:00 PM	76	52	No
3:30:00 PM	76	52	No
3:45:00 PM	76	52	No
4:00:00 PM	80	52	No
4:15:00 PM	76	52	No
4:30:00 PM	76	52	No
4:45:00 PM	80	52	No
5:00:00 PM	77	52	No
5:15:00 PM	76	52	No
5:30:00 PM	76	52	No
5:45:00 PM	80	52	No
6:00:00 PM	76	52	No
6:15:00 PM	77	52	No
6:30:00 PM	77	52	No
6:45:00 PM	75	52	No
7:00:00 PM	78	52	No
7:15:00 PM	77	52	No
7:30:00 PM	78	52	No
7:45:00 PM	78	52	No
8:00:00 PM	78	52	No
8:15:00 PM	78	52	No
8:30:00 PM	77	52	No
8:45:00 PM	77	52	No
9:00:00 PM	80	52	No
9:15:00 PM	77	52	No
9:30:00 PM	76	52	No
9:45:00 PM	78	52	No
10:00:00 PM	76	52	No
10:15:00 PM	78	52	No
10:30:00 PM	77	52	No
10:45:00 PM	76	52	No
11:00:00 PM	75	52	No
11:15:00 PM	74	52	No
11:30:00 PM	78	52	No
11:45:00 PM	79	52	No

RD12 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	70	43	No
12:15:00 AM	68	43	No
12:30:00 AM	68	43	No
12:45:00 AM	69	43	No
1:00:00 AM	72	43	No
1:15:00 AM	64	43	No
1:30:00 AM	69	43	No
1:45:00 AM	67	43	No
2:00:00 AM	64	43	No
2:15:00 AM	65	43	No
2:30:00 AM	73	43	No
2:45:00 AM	70	43	No
3:00:00 AM	77	43	No
3:15:00 AM	70	43	No
3:30:00 AM	63	43	No
3:45:00 AM	67	43	No
4:00:00 AM	64	43	No
4:15:00 AM	62	43	No
4:30:00 AM	65	43	No
4:45:00 AM	72	43	No
5:00:00 AM	67	43	No
5:15:00 AM	66	43	No
5:30:00 AM	71	43	No
5:45:00 AM	72	43	No
6:00:00 AM	70	43	No
6:15:00 AM	74	43	No
6:30:00 AM	73	43	No
6:45:00 AM	72	43	No
7:00:00 AM	73	43	No
7:15:00 AM	74	43	No
7:30:00 AM	73	43	No
7:45:00 AM	74	43	No
8:00:00 AM	75	43	No
8:15:00 AM	75	43	No
8:30:00 AM	76	43	No
8:45:00 AM	75	43	No
9:00:00 AM	76	43	No
9:15:00 AM	76	43	No
9:30:00 AM	75	43	No
9:45:00 AM	77	43	No
10:00:00 AM	77	43	No
10:15:00 AM	76	43	No
10:30:00 AM	76	43	No
10:45:00 AM	75	43	No
11:00:00 AM	76	43	No
11:15:00 AM	74	43	No
11:30:00 AM	75	43	No
11:45:00 AM	76	43	No
12:00:00 PM	76	43	No
12:15:00 PM	82	43	No
12:30:00 PM	75	43	No
12:45:00 PM	76	43	No
1:00:00 PM	75	43	No
1:15:00 PM	76	43	No
1:30:00 PM	75	43	No
1:45:00 PM	75	43	No
2:00:00 PM	75	43	No

<b>RD12 Weekdays</b>			
<b>Time</b>	<b>Leq15 Threshold</b>	<b>Predicted</b>	<b>Exceedance (Yes/No)</b>
2:15:00 PM	75	43	No
2:30:00 PM	75	43	No
2:45:00 PM	74	43	No
3:00:00 PM	75	43	No
3:15:00 PM	75	43	No
3:30:00 PM	74	43	No
3:45:00 PM	75	43	No
4:00:00 PM	76	43	No
4:15:00 PM	74	43	No
4:30:00 PM	75	43	No
4:45:00 PM	79	43	No
5:00:00 PM	76	43	No
5:15:00 PM	74	43	No
5:30:00 PM	76	43	No
5:45:00 PM	75	43	No
6:00:00 PM	75	43	No
6:15:00 PM	74	43	No
6:30:00 PM	74	43	No
6:45:00 PM	76	43	No
7:00:00 PM	74	43	No
7:15:00 PM	73	43	No
7:30:00 PM	72	43	No
7:45:00 PM	72	43	No
8:00:00 PM	71	43	No
8:15:00 PM	72	43	No
8:30:00 PM	72	43	No
8:45:00 PM	71	43	No
9:00:00 PM	72	43	No
9:15:00 PM	72	43	No
9:30:00 PM	74	43	No
9:45:00 PM	71	43	No
10:00:00 PM	74	43	No
10:15:00 PM	73	43	No
10:30:00 PM	72	43	No
10:45:00 PM	69	43	No
11:00:00 PM	71	43	No
11:15:00 PM	71	43	No
11:30:00 PM	69	43	No
11:45:00 PM	69	43	No

RD12 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	67	43	No
12:15:00 AM	66	43	No
12:30:00 AM	65	43	No
12:45:00 AM	67	43	No
1:00:00 AM	69	43	No
1:15:00 AM	61	43	No
1:30:00 AM	67	43	No
1:45:00 AM	64	43	No
2:00:00 AM	62	43	No
2:15:00 AM	62	43	No
2:30:00 AM	70	43	No
2:45:00 AM	68	43	No
3:00:00 AM	74	43	No
3:15:00 AM	68	43	No
3:30:00 AM	61	43	No
3:45:00 AM	65	43	No
4:00:00 AM	61	43	No
4:15:00 AM	59	43	No
4:30:00 AM	63	43	No
4:45:00 AM	70	43	No
5:00:00 AM	65	43	No
5:15:00 AM	64	43	No
5:30:00 AM	68	43	No
5:45:00 AM	69	43	No
6:00:00 AM	68	43	No
6:15:00 AM	72	43	No
6:30:00 AM	70	43	No
6:45:00 AM	70	43	No
7:00:00 AM	71	43	No
7:15:00 AM	72	43	No
7:30:00 AM	71	43	No
7:45:00 AM	72	43	No
8:00:00 AM	72	43	No
8:15:00 AM	73	43	No
8:30:00 AM	74	43	No
8:45:00 AM	73	43	No
9:00:00 AM	73	43	No
9:15:00 AM	73	43	No
9:30:00 AM	72	43	No
9:45:00 AM	74	43	No
10:00:00 AM	74	43	No
10:15:00 AM	73	43	No
10:30:00 AM	73	43	No
10:45:00 AM	73	43	No
11:00:00 AM	73	43	No
11:15:00 AM	72	43	No
11:30:00 AM	72	43	No
11:45:00 AM	73	43	No
12:00:00 PM	73	43	No
12:15:00 PM	79	43	No
12:30:00 PM	73	43	No
12:45:00 PM	74	43	No
1:00:00 PM	73	43	No
1:15:00 PM	74	43	No
1:30:00 PM	73	43	No
1:45:00 PM	72	43	No
2:00:00 PM	73	43	No

RD12 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	72	43	No
2:30:00 PM	73	43	No
2:45:00 PM	72	43	No
3:00:00 PM	73	43	No
3:15:00 PM	72	43	No
3:30:00 PM	72	43	No
3:45:00 PM	73	43	No
4:00:00 PM	74	43	No
4:15:00 PM	72	43	No
4:30:00 PM	73	43	No
4:45:00 PM	76	43	No
5:00:00 PM	74	43	No
5:15:00 PM	72	43	No
5:30:00 PM	73	43	No
5:45:00 PM	73	43	No
6:00:00 PM	72	43	No
6:15:00 PM	72	43	No
6:30:00 PM	72	43	No
6:45:00 PM	73	43	No
7:00:00 PM	71	43	No
7:15:00 PM	70	43	No
7:30:00 PM	69	43	No
7:45:00 PM	70	43	No
8:00:00 PM	69	43	No
8:15:00 PM	69	43	No
8:30:00 PM	69	43	No
8:45:00 PM	68	43	No
9:00:00 PM	69	43	No
9:15:00 PM	70	43	No
9:30:00 PM	71	43	No
9:45:00 PM	68	43	No
10:00:00 PM	72	43	No
10:15:00 PM	70	43	No
10:30:00 PM	70	43	No
10:45:00 PM	67	43	No
11:00:00 PM	69	43	No
11:15:00 PM	68	43	No
11:30:00 PM	66	43	No
11:45:00 PM	67	43	No



RD13 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	76	50	No
12:15:00 AM	75	50	No
12:30:00 AM	74	50	No
12:45:00 AM	88	50	No
1:00:00 AM	73	50	No
1:15:00 AM	72	50	No
1:30:00 AM	87	50	No
1:45:00 AM	82	50	No
2:00:00 AM	77	50	No
2:15:00 AM	74	50	No
2:30:00 AM	74	50	No
2:45:00 AM	71	50	No
3:00:00 AM	72	50	No
3:15:00 AM	72	50	No
3:30:00 AM	71	50	No
3:45:00 AM	71	50	No
4:00:00 AM	72	50	No
4:15:00 AM	70	50	No
4:30:00 AM	73	50	No
4:45:00 AM	75	50	No
5:00:00 AM	75	50	No
5:15:00 AM	75	50	No
5:30:00 AM	77	50	No
5:45:00 AM	77	50	No
6:00:00 AM	78	50	No
6:15:00 AM	79	50	No
6:30:00 AM	84	50	No
6:45:00 AM	86	50	No
7:00:00 AM	84	50	No
7:15:00 AM	84	50	No
7:30:00 AM	84	50	No
7:45:00 AM	82	50	No
8:00:00 AM	84	50	No
8:15:00 AM	80	50	No
8:30:00 AM	81	50	No
8:45:00 AM	81	50	No
9:00:00 AM	80	50	No
9:15:00 AM	80	50	No
9:30:00 AM	80	50	No
9:45:00 AM	79	50	No
10:00:00 AM	83	50	No
10:15:00 AM	79	50	No
10:30:00 AM	79	50	No
10:45:00 AM	79	50	No
11:00:00 AM	79	50	No
11:15:00 AM	79	50	No
11:30:00 AM	79	50	No
11:45:00 AM	79	50	No
12:00:00 PM	79	50	No
12:15:00 PM	79	50	No
12:30:00 PM	78	50	No
12:45:00 PM	78	50	No
1:00:00 PM	80	50	No
1:15:00 PM	80	50	No
1:30:00 PM	79	50	No
1:45:00 PM	79	50	No
2:00:00 PM	81	50	No

RD13 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	78	50	No
2:30:00 PM	78	50	No
2:45:00 PM	79	50	No
3:00:00 PM	78	50	No
3:15:00 PM	79	50	No
3:30:00 PM	79	50	No
3:45:00 PM	78	50	No
4:00:00 PM	79	50	No
4:15:00 PM	85	50	No
4:30:00 PM	78	50	No
4:45:00 PM	80	50	No
5:00:00 PM	79	50	No
5:15:00 PM	78	50	No
5:30:00 PM	77	50	No
5:45:00 PM	77	50	No
6:00:00 PM	78	50	No
6:15:00 PM	78	50	No
6:30:00 PM	77	50	No
6:45:00 PM	78	50	No
7:00:00 PM	78	50	No
7:15:00 PM	78	50	No
7:30:00 PM	78	50	No
7:45:00 PM	80	50	No
8:00:00 PM	78	50	No
8:15:00 PM	78	50	No
8:30:00 PM	78	50	No
8:45:00 PM	78	50	No
9:00:00 PM	78	50	No
9:15:00 PM	78	50	No
9:30:00 PM	78	50	No
9:45:00 PM	77	50	No
10:00:00 PM	85	50	No
10:15:00 PM	79	50	No
10:30:00 PM	78	50	No
10:45:00 PM	76	50	No
11:00:00 PM	77	50	No
11:15:00 PM	77	50	No
11:30:00 PM	75	50	No
11:45:00 PM	76	50	No

RD13 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	75	50	No
12:15:00 AM	74	50	No
12:30:00 AM	73	50	No
12:45:00 AM	87	50	No
1:00:00 AM	72	50	No
1:15:00 AM	71	50	No
1:30:00 AM	86	50	No
1:45:00 AM	81	50	No
2:00:00 AM	76	50	No
2:15:00 AM	73	50	No
2:30:00 AM	73	50	No
2:45:00 AM	70	50	No
3:00:00 AM	71	50	No
3:15:00 AM	71	50	No
3:30:00 AM	70	50	No
3:45:00 AM	70	50	No
4:00:00 AM	71	50	No
4:15:00 AM	70	50	No
4:30:00 AM	72	50	No
4:45:00 AM	74	50	No
5:00:00 AM	74	50	No
5:15:00 AM	74	50	No
5:30:00 AM	76	50	No
5:45:00 AM	76	50	No
6:00:00 AM	77	50	No
6:15:00 AM	78	50	No
6:30:00 AM	83	50	No
6:45:00 AM	85	50	No
7:00:00 AM	83	50	No
7:15:00 AM	83	50	No
7:30:00 AM	83	50	No
7:45:00 AM	81	50	No
8:00:00 AM	84	50	No
8:15:00 AM	80	50	No
8:30:00 AM	80	50	No
8:45:00 AM	80	50	No
9:00:00 AM	79	50	No
9:15:00 AM	79	50	No
9:30:00 AM	79	50	No
9:45:00 AM	78	50	No
10:00:00 AM	82	50	No
10:15:00 AM	78	50	No
10:30:00 AM	78	50	No
10:45:00 AM	78	50	No
11:00:00 AM	78	50	No
11:15:00 AM	78	50	No
11:30:00 AM	78	50	No
11:45:00 AM	78	50	No
12:00:00 PM	78	50	No
12:15:00 PM	78	50	No
12:30:00 PM	77	50	No
12:45:00 PM	78	50	No
1:00:00 PM	79	50	No
1:15:00 PM	79	50	No
1:30:00 PM	78	50	No
1:45:00 PM	78	50	No
2:00:00 PM	80	50	No

<b>RD13 Elevated Receiver</b>			
<b>Time</b>	<b>Leq15 Threshold</b>	<b>Predicted</b>	<b>Exceedance (Yes/No)</b>
2:15:00 PM	77	50	No
2:30:00 PM	77	50	No
2:45:00 PM	78	50	No
3:00:00 PM	77	50	No
3:15:00 PM	78	50	No
3:30:00 PM	78	50	No
3:45:00 PM	77	50	No
4:00:00 PM	78	50	No
4:15:00 PM	84	50	No
4:30:00 PM	77	50	No
4:45:00 PM	79	50	No
5:00:00 PM	78	50	No
5:15:00 PM	77	50	No
5:30:00 PM	77	50	No
5:45:00 PM	76	50	No
6:00:00 PM	77	50	No
6:15:00 PM	77	50	No
6:30:00 PM	76	50	No
6:45:00 PM	77	50	No
7:00:00 PM	77	50	No
7:15:00 PM	77	50	No
7:30:00 PM	77	50	No
7:45:00 PM	79	50	No
8:00:00 PM	77	50	No
8:15:00 PM	77	50	No
8:30:00 PM	77	50	No
8:45:00 PM	77	50	No
9:00:00 PM	77	50	No
9:15:00 PM	78	50	No
9:30:00 PM	77	50	No
9:45:00 PM	76	50	No
10:00:00 PM	85	50	No
10:15:00 PM	78	50	No
10:30:00 PM	77	50	No
10:45:00 PM	75	50	No
11:00:00 PM	76	50	No
11:15:00 PM	76	50	No
11:30:00 PM	75	50	No
11:45:00 PM	75	50	No

RD13 Elevated Receiver -Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	76	50	No
12:15:00 AM	75	50	No
12:30:00 AM	77	50	No
12:45:00 AM	75	50	No
1:00:00 AM	75	50	No
1:15:00 AM	75	50	No
1:30:00 AM	76	50	No
1:45:00 AM	75	50	No
2:00:00 AM	72	50	No
2:15:00 AM	81	50	No
2:30:00 AM	71	50	No
2:45:00 AM	70	50	No
3:00:00 AM	73	50	No
3:15:00 AM	73	50	No
3:30:00 AM	74	50	No
3:45:00 AM	72	50	No
4:00:00 AM	73	50	No
4:15:00 AM	73	50	No
4:30:00 AM	73	50	No
4:45:00 AM	75	50	No
5:00:00 AM	74	50	No
5:15:00 AM	75	50	No
5:30:00 AM	74	50	No
5:45:00 AM	75	50	No
6:00:00 AM	75	50	No
6:15:00 AM	75	50	No
6:30:00 AM	76	50	No
6:45:00 AM	77	50	No
7:00:00 AM	76	50	No
7:15:00 AM	77	50	No
7:30:00 AM	74	50	No
7:45:00 AM	75	50	No
8:00:00 AM	75	50	No
8:15:00 AM	75	50	No
8:30:00 AM	76	50	No
8:45:00 AM	76	50	No
9:00:00 AM	76	50	No
9:15:00 AM	75	50	No
9:30:00 AM	77	50	No
9:45:00 AM	76	50	No
10:00:00 AM	77	50	No
10:15:00 AM	76	50	No
10:30:00 AM	76	50	No
10:45:00 AM	76	50	No
11:00:00 AM	76	50	No
11:15:00 AM	79	50	No
11:30:00 AM	78	50	No
11:45:00 AM	78	50	No
12:00:00 PM	78	50	No
12:15:00 PM	75	50	No
12:30:00 PM	77	50	No
12:45:00 PM	76	50	No
1:00:00 PM	77	50	No
1:15:00 PM	85	50	No
1:30:00 PM	87	50	No
1:45:00 PM	81	50	No
2:00:00 PM	78	50	No

<b>RD13 Elevated Receiver - Weekends</b>			
<b>Time</b>	<b>Leq15 Threshold</b>	<b>Predicted</b>	<b>Exceedance (Yes/No)</b>
2:15:00 PM	77	50	No
2:30:00 PM	78	50	No
2:45:00 PM	77	50	No
3:00:00 PM	76	50	No
3:15:00 PM	76	50	No
3:30:00 PM	78	50	No
3:45:00 PM	77	50	No
4:00:00 PM	76	50	No
4:15:00 PM	76	50	No
4:30:00 PM	76	50	No
4:45:00 PM	76	50	No
5:00:00 PM	81	50	No
5:15:00 PM	78	50	No
5:30:00 PM	76	50	No
5:45:00 PM	75	50	No
6:00:00 PM	76	50	No
6:15:00 PM	76	50	No
6:30:00 PM	76	50	No
6:45:00 PM	76	50	No
7:00:00 PM	77	50	No
7:15:00 PM	78	50	No
7:30:00 PM	77	50	No
7:45:00 PM	83	50	No
8:00:00 PM	80	50	No
8:15:00 PM	78	50	No
8:30:00 PM	78	50	No
8:45:00 PM	79	50	No
9:00:00 PM	78	50	No
9:15:00 PM	79	50	No
9:30:00 PM	77	50	No
9:45:00 PM	77	50	No
10:00:00 PM	77	50	No
10:15:00 PM	81	50	No
10:30:00 PM	76	50	No
10:45:00 PM	77	50	No
11:00:00 PM	77	50	No
11:15:00 PM	78	50	No
11:30:00 PM	82	50	No
11:45:00 PM	76	50	No

RD14 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	70	57	No
12:15:00 AM	70	57	No
12:30:00 AM	67	57	No
12:45:00 AM	79	57	No
1:00:00 AM	67	57	No
1:15:00 AM	65	57	No
1:30:00 AM	77	57	No
1:45:00 AM	74	57	No
2:00:00 AM	64	57	No
2:15:00 AM	65	57	No
2:30:00 AM	66	57	No
2:45:00 AM	66	57	No
3:00:00 AM	70	57	No
3:15:00 AM	67	57	No
3:30:00 AM	64	57	No
3:45:00 AM	64	57	No
4:00:00 AM	65	57	No
4:15:00 AM	65	57	No
4:30:00 AM	68	57	No
4:45:00 AM	69	57	No
5:00:00 AM	69	57	No
5:15:00 AM	72	57	No
5:30:00 AM	71	57	No
5:45:00 AM	72	57	No
6:00:00 AM	72	57	No
6:15:00 AM	72	57	No
6:30:00 AM	74	57	No
6:45:00 AM	75	57	No
7:00:00 AM	73	57	No
7:15:00 AM	74	57	No
7:30:00 AM	76	57	No
7:45:00 AM	75	57	No
8:00:00 AM	75	57	No
8:15:00 AM	74	57	No
8:30:00 AM	75	57	No
8:45:00 AM	76	57	No
9:00:00 AM	75	57	No
9:15:00 AM	76	57	No
9:30:00 AM	75	57	No
9:45:00 AM	74	57	No
10:00:00 AM	78	57	No
10:15:00 AM	74	57	No
10:30:00 AM	73	57	No
10:45:00 AM	75	57	No
11:00:00 AM	73	57	No
11:15:00 AM	73	57	No
11:30:00 AM	73	57	No
11:45:00 AM	74	57	No
12:00:00 PM	76	57	No
12:15:00 PM	74	57	No
12:30:00 PM	73	57	No
12:45:00 PM	72	57	No
1:00:00 PM	74	57	No
1:15:00 PM	74	57	No
1:30:00 PM	73	57	No
1:45:00 PM	73	57	No
2:00:00 PM	74	57	No
2:15:00 PM	73	57	No
2:30:00 PM	74	57	No

RD14 Elevated Receiver			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2 45:00 PM	76	57	No
3 00:00 PM	74	57	No
3 15:00 PM	73	57	No
3 30:00 PM	74	57	No
3 45:00 PM	74	57	No
4 00:00 PM	74	57	No
4 15:00 PM	73	57	No
4 30:00 PM	73	57	No
4 45:00 PM	73	57	No
5 00:00 PM	73	57	No
5 15:00 PM	74	57	No
5 30:00 PM	73	57	No
5 45:00 PM	73	57	No
6 00:00 PM	74	57	No
6 15:00 PM	71	57	No
6 30:00 PM	71	57	No
6 45:00 PM	71	57	No
7 00:00 PM	73	57	No
7 15:00 PM	73	57	No
7 30:00 PM	72	57	No
7 45:00 PM	72	57	No
8 00 00 PM	72	57	No
8 15:00 PM	72	57	No
8 30:00 PM	72	57	No
8 45 00 PM	71	57	No
9 00 00 PM	71	57	No
9 15 00 PM	72	57	No
9 30 00 PM	73	57	No
9 45 00 PM	70	57	No
10 00:00 PM	79	57	No
10 15 00 PM	71	57	No
10 30 00 PM	76	57	No
10 45 00 PM	70	57	No
11 00 00 PM	70	57	No
11 15 00 PM	70	57	No
11 30 00 PM	69	57	No
11 45 00 PM	69	57	No



RD14 Elevated Receiver - Weekend			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	68	57	No
12:15:00 AM	69	57	No
12:30:00 AM	68	57	No
12:45:00 AM	66	57	No
1:00:00 AM	66	57	No
1:15:00 AM	66	57	No
1:30:00 AM	66	57	No
1:45:00 AM	65	57	No
2:00:00 AM	64	57	No
2:15:00 AM	68	57	No
2:30:00 AM	64	57	No
2:45:00 AM	66	57	No
3:00:00 AM	67	57	No
3:15:00 AM	66	57	No
3:30:00 AM	66	57	No
3:45:00 AM	63	57	No
4:00:00 AM	62	57	No
4:15:00 AM	62	57	No
4:30:00 AM	63	57	No
4:45:00 AM	65	57	No
5:00:00 AM	61	57	No
5:15:00 AM	60	57	No
5:30:00 AM	64	57	No
5:45:00 AM	64	57	No
6:00:00 AM	62	57	No
6:15:00 AM	65	57	No
6:30:00 AM	66	57	No
6:45:00 AM	66	57	No
7:00:00 AM	68	57	No
7:15:00 AM	67	57	No
7:30:00 AM	68	57	No
7:45:00 AM	68	57	No
8:00:00 AM	68	57	No
8:15:00 AM	69	57	No
8:30:00 AM	68	57	No
8:45:00 AM	69	57	No
9:00:00 AM	70	57	No
9:15:00 AM	69	57	No
9:30:00 AM	69	57	No
9:45:00 AM	71	57	No
10:00:00 AM	69	57	No
10:15:00 AM	70	57	No
10:30:00 AM	69	57	No
10:45:00 AM	70	57	No
11:00:00 AM	69	57	No
11:15:00 AM	69	57	No
11:30:00 AM	70	57	No
11:45:00 AM	74	57	No
12:00:00 PM	70	57	No
12:15:00 PM	70	57	No
12:30:00 PM	71	57	No
12:45:00 PM	71	57	No
1:00:00 PM	71	57	No
1:15:00 PM	70	57	No
1:30:00 PM	69	57	No
1:45:00 PM	70	57	No
2:00:00 PM	70	57	No
2:15:00 PM	71	57	No
2:30:00 PM	70	57	No

<b>RD14 Elevated Receiver - Weekend</b>			
<b>Time</b>	<b>Leq15 Threshold</b>	<b>Predicted</b>	<b>Exceedance (Yes/No)</b>
2:45:00 PM	71	57	No
3:00:00 PM	72	57	No
3:15:00 PM	69	57	No
3:30:00 PM	69	57	No
3:45:00 PM	69	57	No
4:00:00 PM	74	57	No
4:15:00 PM	69	57	No
4:30:00 PM	70	57	No
4:45:00 PM	73	57	No
5:00:00 PM	70	57	No
5:15:00 PM	69	57	No
5:30:00 PM	70	57	No
5:45:00 PM	71	57	No
6:00:00 PM	69	57	No
6:15:00 PM	70	57	No
6:30:00 PM	69	57	No
6:45:00 PM	70	57	No
7:00:00 PM	71	57	No
7:15:00 PM	72	57	No
7:30:00 PM	71	57	No
7:45:00 PM	71	57	No
8:00:00 PM	71	57	No
8:15:00 PM	71	57	No
8:30:00 PM	71	57	No
8:45:00 PM	71	57	No
9:00:00 PM	71	57	No
9:15:00 PM	70	57	No
9:30:00 PM	70	57	No
9:45:00 PM	71	57	No
10:00:00 PM	69	57	No
10:15:00 PM	70	57	No
10:30:00 PM	70	57	No
10:45:00 PM	69	57	No
11:00:00 PM	69	57	No
11:15:00 PM	70	57	No
11:30:00 PM	69	57	No
11:45:00 PM	72	57	No

RD15 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	63	58	No
12:15:00 AM	63	58	No
12:30:00 AM	63	58	No
12:45:00 AM	76	58	No
1:00:00 AM	75	58	No
1:15:00 AM	61	58	No
1:30:00 AM	74	58	No
1:45:00 AM	69	58	No
2:00:00 AM	61	58	No
2:15:00 AM	61	58	No
2:30:00 AM	64	58	No
2:45:00 AM	64	58	No
3:00:00 AM	64	58	No
3:15:00 AM	62	58	No
3:30:00 AM	64	58	No
3:45:00 AM	61	58	No
4:00:00 AM	61	58	No
4:15:00 AM	62	58	No
4:30:00 AM	63	58	No
4:45:00 AM	64	58	No
5:00:00 AM	69	58	No
5:15:00 AM	63	58	No
5:30:00 AM	65	58	No
5:45:00 AM	64	58	No
6:00:00 AM	68	58	No
6:15:00 AM	71	58	No
6:30:00 AM	78	58	No
6:45:00 AM	75	58	No
7:00:00 AM	71	58	No
7:15:00 AM	76	58	No
7:30:00 AM	71	58	No
7:45:00 AM	72	58	No
8:00:00 AM	72	58	No
8:15:00 AM	74	58	No
8:30:00 AM	75	58	No
8:45:00 AM	74	58	No
9:00:00 AM	74	58	No
9:15:00 AM	76	58	No
9:30:00 AM	76	58	No
9:45:00 AM	76	58	No
10:00:00 AM	75	58	No
10:15:00 AM	72	58	No
10:30:00 AM	70	58	No
10:45:00 AM	73	58	No
11:00:00 AM	72	58	No
11:15:00 AM	76	58	No
11:30:00 AM	71	58	No
11:45:00 AM	74	58	No
12:00:00 PM	73	58	No
12:15:00 PM	68	58	No
12:30:00 PM	71	58	No
12:45:00 PM	75	58	No
1:00:00 PM	78	58	No
1:15:00 PM	78	58	No
1:30:00 PM	75	58	No
1:45:00 PM	73	58	No

RD15 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:00:00 PM	76	58	No
2:15:00 PM	74	58	No
2:30:00 PM	76	58	No
2:45:00 PM	75	58	No
3:00:00 PM	75	58	No
3:15:00 PM	75	58	No
3:30:00 PM	74	58	No
3:45:00 PM	74	58	No
4:00:00 PM	73	58	No
4:15:00 PM	82	58	No
4:30:00 PM	74	58	No
4:45:00 PM	77	58	No
5:00:00 PM	69	58	No
5:15:00 PM	68	58	No
5:30:00 PM	67	58	No
5:45:00 PM	68	58	No
6:00:00 PM	70	58	No
6:15:00 PM	66	58	No
6:30:00 PM	66	58	No
6:45:00 PM	72	58	No
7:00:00 PM	68	58	No
7:15:00 PM	67	58	No
7:30:00 PM	66	58	No
7:45:00 PM	67	58	No
8:00:00 PM	66	58	No
8:15:00 PM	65	58	No
8:30:00 PM	66	58	No
8:45:00 PM	68	58	No
9:00:00 PM	68	58	No
9:15:00 PM	71	58	No
9:30:00 PM	67	58	No
9:45:00 PM	74	58	No
10:00:00 PM	82	58	No
10:15:00 PM	78	58	No
10:30:00 PM	72	58	No
10:45:00 PM	67	58	No
11:00:00 PM	65	58	No
11:15:00 PM	65	58	No
11:30:00 PM	68	58	No
11:45:00 PM	66	58	No

RD15 Elevated Receivers			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	65	59	No
12:15:00 AM	65	59	No
12:30:00 AM	64	59	No
12:45:00 AM	78	59	No
1:00:00 AM	77	59	No
1:15:00 AM	63	59	No
1:30:00 AM	75	59	No
1:45:00 AM	71	59	No
2:00:00 AM	63	59	No
2:15:00 AM	63	59	No
2:30:00 AM	66	59	No
2:45:00 AM	65	59	No
3:00:00 AM	65	59	No
3:15:00 AM	63	59	No
3:30:00 AM	66	59	No
3:45:00 AM	63	59	No
4:00:00 AM	63	59	No
4:15:00 AM	63	59	No
4:30:00 AM	64	59	No
4:45:00 AM	66	59	No
5:00:00 AM	71	59	No
5:15:00 AM	65	59	No
5:30:00 AM	67	59	No
5:45:00 AM	66	59	No
6:00:00 AM	70	59	No
6:15:00 AM	72	59	No
6:30:00 AM	80	59	No
6:45:00 AM	76	59	No
7:00:00 AM	72	59	No
7:15:00 AM	77	59	No
7:30:00 AM	72	59	No
7:45:00 AM	74	59	No
8:00:00 AM	74	59	No
8:15:00 AM	75	59	No
8:30:00 AM	77	59	No
8:45:00 AM	76	59	No
9:00:00 AM	75	59	No
9:15:00 AM	77	59	No
9:30:00 AM	77	59	No
9:45:00 AM	78	59	No
10:00:00 AM	76	59	No
10:15:00 AM	74	59	No
10:30:00 AM	71	59	No
10:45:00 AM	74	59	No
11:00:00 AM	74	59	No
11:15:00 AM	78	59	No
11:30:00 AM	73	59	No
11:45:00 AM	76	59	No
12:00:00 PM	74	59	No
12:15:00 PM	70	59	No
12:30:00 PM	72	59	No
12:45:00 PM	77	59	No
1:00:00 PM	80	59	No
1:15:00 PM	80	59	No
1:30:00 PM	77	59	No
1:45:00 PM	75	59	No
2:00:00 PM	77	59	No

RD15 Elevated Receivers			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	75	59	No
2:30:00 PM	77	59	No
2:45:00 PM	77	59	No
3:00:00 PM	76	59	No
3:15:00 PM	76	59	No
3:30:00 PM	76	59	No
3:45:00 PM	76	59	No
4:00:00 PM	75	59	No
4:15:00 PM	84	59	No
4:30:00 PM	75	59	No
4:45:00 PM	78	59	No
5:00:00 PM	70	59	No
5:15:00 PM	70	59	No
5:30:00 PM	69	59	No
5:45:00 PM	70	59	No
6:00:00 PM	71	59	No
6:15:00 PM	68	59	No
6:30:00 PM	67	59	No
6:45:00 PM	74	59	No
7:00:00 PM	69	59	No
7:15:00 PM	68	59	No
7:30:00 PM	67	59	No
7:45:00 PM	68	59	No
8:00:00 PM	68	59	No
8:15:00 PM	67	59	No
8:30:00 PM	68	59	No
8:45:00 PM	69	59	No
9:00:00 PM	70	59	No
9:15:00 PM	72	59	No
9:30:00 PM	69	59	No
9:45:00 PM	76	59	No
10:00:00 PM	83	59	No
10:15:00 PM	79	59	No
10:30:00 PM	74	59	No
10:45:00 PM	68	59	No
11:00:00 PM	67	59	No
11:15:00 PM	67	59	No
11:30:00 PM	69	59	No
11:45:00 PM	67	59	No

RD15 Elevated Receivers -Weekend			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	71	59	No
12:15:00 AM	70	59	No
12:30:00 AM	70	59	No
12:45:00 AM	71	59	No
1:00:00 AM	70	59	No
1:15:00 AM	71	59	No
1:30:00 AM	70	59	No
1:45:00 AM	70	59	No
2:00:00 AM	68	59	No
2:15:00 AM	70	59	No
2:30:00 AM	68	59	No
2:45:00 AM	68	59	No
3:00:00 AM	69	59	No
3:15:00 AM	70	59	No
3:30:00 AM	70	59	No
3:45:00 AM	70	59	No
4:00:00 AM	70	59	No
4:15:00 AM	70	59	No
4:30:00 AM	79	59	No
4:45:00 AM	89	59	No
5:00:00 AM	77	59	No
5:15:00 AM	71	59	No
5:30:00 AM	69	59	No
5:45:00 AM	69	59	No
6:00:00 AM	70	59	No
6:15:00 AM	70	59	No
6:30:00 AM	70	59	No
6:45:00 AM	74	59	No
7:00:00 AM	75	59	No
7:15:00 AM	74	59	No
7:30:00 AM	72	59	No
7:45:00 AM	69	59	No
8:00:00 AM	70	59	No
8:15:00 AM	69	59	No
8:30:00 AM	70	59	No
8:45:00 AM	69	59	No
9:00:00 AM	69	59	No
9:15:00 AM	69	59	No
9:30:00 AM	70	59	No
9:45:00 AM	70	59	No
10:00:00 AM	69	59	No
10:15:00 AM	69	59	No
10:30:00 AM	70	59	No
10:45:00 AM	70	59	No
11:00:00 AM	70	59	No
11:15:00 AM	71	59	No
11:30:00 AM	72	59	No
11:45:00 AM	66	59	No
12:00:00 PM	68	59	No
12:15:00 PM	65	59	No
12:30:00 PM	64	59	No
12:45:00 PM	64	59	No
1:00:00 PM	68	59	No
1:15:00 PM	69	59	No
1:30:00 PM	76	59	No
1:45:00 PM	67	59	No
2:00:00 PM	65	59	No
2:15:00 PM	65	59	No

RD15 Elevated Receivers -Weekend		59	
Time	Leq15 Threshold	59	Exceedance (Yes/No)
2:30:00 PM	65	59	No
2:45:00 PM	74	59	No
3:00:00 PM	65	59	No
3:15:00 PM	66	59	No
3:30:00 PM	69	59	No
3:45:00 PM	68	59	No
4:00:00 PM	69	59	No
4:15:00 PM	70	59	No
4:30:00 PM	70	59	No
4:45:00 PM	70	59	No
5:00:00 PM	74	59	No
5:15:00 PM	69	59	No
5:30:00 PM	70	59	No
5:45:00 PM	70	59	No
6:00:00 PM	69	59	No
6:15:00 PM	69	59	No
6:30:00 PM	69	59	No
6:45:00 PM	70	59	No
7:00:00 PM	71	59	No
7:15:00 PM	71	59	No
7:30:00 PM	73	59	No
7:45:00 PM	76	59	No
8:00:00 PM	72	59	No
8:15:00 PM	78	59	No
8:30:00 PM	71	59	No
8:45:00 PM	71	59	No
9:00:00 PM	71	59	No
9:15:00 PM	72	59	No
9:30:00 PM	71	59	No
9:45:00 PM	71	59	No
10:00:00 PM	71	59	No
10:15:00 PM	71	59	No
10:30:00 PM	71	59	No
10:45:00 PM	72	59	No
11:00:00 PM	71	59	No
11:15:00 PM	72	59	No
11:30:00 PM	74	59	No
11:45:00 PM	71	59	No



RD16 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	71	57	No
12:15:00 AM	72	57	No
12:30:00 AM	68	57	No
12:45:00 AM	70	57	No
1:00:00 AM	69	57	No
1:15:00 AM	65	57	No
1:30:00 AM	66	57	No
1:45:00 AM	66	57	No
2:00:00 AM	72	57	No
2:15:00 AM	69	57	No
2:30:00 AM	71	57	No
2:45:00 AM	62	57	No
3:00:00 AM	70	57	No
3:15:00 AM	63	57	No
3:30:00 AM	62	57	No
3:45:00 AM	70	57	No
4:00:00 AM	64	57	No
4:15:00 AM	67	57	No
4:30:00 AM	67	57	No
4:45:00 AM	68	57	No
5:00:00 AM	71	57	No
5:15:00 AM	72	57	No
5:30:00 AM	73	57	No
5:45:00 AM	71	57	No
6:00:00 AM	74	57	No
6:15:00 AM	76	57	No
6:30:00 AM	78	57	No
6:45:00 AM	75	57	No
7:00:00 AM	76	57	No
7:15:00 AM	81	57	No
7:30:00 AM	76	57	No
7:45:00 AM	76	57	No
8:00:00 AM	77	57	No
8:15:00 AM	75	57	No
8:30:00 AM	74	57	No
8:45:00 AM	80	57	No
9:00:00 AM	76	57	No
9:15:00 AM	79	57	No
9:30:00 AM	76	57	No
9:45:00 AM	75	57	No
10:00:00 AM	77	57	No
10:15:00 AM	75	57	No
10:30:00 AM	75	57	No
10:45:00 AM	75	57	No
11:00:00 AM	76	57	No
11:15:00 AM	76	57	No
11:30:00 AM	75	57	No
11:45:00 AM	76	57	No
12:00:00 PM	76	57	No
12:15:00 PM	76	57	No
12:30:00 PM	76	57	No
12:45:00 PM	77	57	No
1:00:00 PM	76	57	No
1:15:00 PM	76	57	No
1:30:00 PM	74	57	No
1:45:00 PM	77	57	No
2:00:00 PM	74	57	No
2:15:00 PM	75	57	No

RD16 Weekdays			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:30:00 PM	74	57	No
2:45:00 PM	75	57	No
3:00:00 PM	78	57	No
3:15:00 PM	75	57	No
3:30:00 PM	75	57	No
3:45:00 PM	75	57	No
4:00:00 PM	77	57	No
4:15:00 PM	76	57	No
4:30:00 PM	74	57	No
4:45:00 PM	76	57	No
5:00:00 PM	74	57	No
5:15:00 PM	76	57	No
5:30:00 PM	76	57	No
5:45:00 PM	76	57	No
6:00:00 PM	77	57	No
6:15:00 PM	75	57	No
6:30:00 PM	83	57	No
6:45:00 PM	78	57	No
7:00:00 PM	75	57	No
7:15:00 PM	74	57	No
7:30:00 PM	76	57	No
7:45:00 PM	77	57	No
8:00:00 PM	84	57	No
8:15:00 PM	75	57	No
8:30:00 PM	76	57	No
8:45:00 PM	76	57	No
9:00:00 PM	75	57	No
9:15:00 PM	75	57	No
9:30:00 PM	75	57	No
9:45:00 PM	80	57	No
10:00:00 PM	74	57	No
10:15:00 PM	75	57	No
10:30:00 PM	76	57	No
10:45:00 PM	74	57	No
11:00:00 PM	71	57	No
11:15:00 PM	73	57	No
11:30:00 PM	70	57	No
11:45:00 PM	76	57	No

RD16 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
12:00:00 AM	70	57	No
12:15:00 AM	73	57	No
12:30:00 AM	73	57	No
12:45:00 AM	71	57	No
1:00:00 AM	68	57	No
1:15:00 AM	69	57	No
1:30:00 AM	77	57	No
1:45:00 AM	67	57	No
2:00:00 AM	74	57	No
2:15:00 AM	80	57	No
2:30:00 AM	72	57	No
2:45:00 AM	72	57	No
3:00:00 AM	77	57	No
3:15:00 AM	77	57	No
3:30:00 AM	73	57	No
3:45:00 AM	68	57	No
4:00:00 AM	75	57	No
4:15:00 AM	71	57	No
4:30:00 AM	72	57	No
4:45:00 AM	72	57	No
5:00:00 AM	62	57	No
5:15:00 AM	64	57	No
5:30:00 AM	66	57	No
5:45:00 AM	68	57	No
6:00:00 AM	64	57	No
6:15:00 AM	74	57	No
6:30:00 AM	68	57	No
6:45:00 AM	69	57	No
7:00:00 AM	68	57	No
7:15:00 AM	69	57	No
7:30:00 AM	70	57	No
7:45:00 AM	69	57	No
8:00:00 AM	73	57	No
8:15:00 AM	69	57	No
8:30:00 AM	72	57	No
8:45:00 AM	71	57	No
9:00:00 AM	71	57	No
9:15:00 AM	71	57	No
9:30:00 AM	72	57	No
9:45:00 AM	73	57	No
10:00:00 AM	73	57	No
10:15:00 AM	75	57	No
10:30:00 AM	74	57	No
10:45:00 AM	75	57	No
11:00:00 AM	71	57	No
11:15:00 AM	71	57	No
11:30:00 AM	72	57	No
11:45:00 AM	74	57	No
12:00:00 PM	74	57	No
12:15:00 PM	72	57	No
12:30:00 PM	73	57	No
12:45:00 PM	75	57	No
1:00:00 PM	74	57	No
1:15:00 PM	74	57	No
1:30:00 PM	74	57	No
1:45:00 PM	74	57	No
2:00:00 PM	75	57	No

RD16 Weekends			
Time	Leq15 Threshold	Predicted	Exceedance (Yes/No)
2:15:00 PM	74	57	No
2:30:00 PM	73	57	No
2:45:00 PM	72	57	No
3:00:00 PM	74	57	No
3:15:00 PM	73	57	No
3:30:00 PM	72	57	No
3:45:00 PM	72	57	No
4:00:00 PM	75	57	No
4:15:00 PM	75	57	No
4:30:00 PM	73	57	No
4:45:00 PM	74	57	No
5:00:00 PM	73	57	No
5:15:00 PM	74	57	No
5:30:00 PM	73	57	No
5:45:00 PM	73	57	No
6:00:00 PM	71	57	No
6:15:00 PM	73	57	No
6:30:00 PM	72	57	No
6:45:00 PM	75	57	No
7:00:00 PM	74	57	No
7:15:00 PM	74	57	No
7:30:00 PM	75	57	No
7:45:00 PM	74	57	No
8:00:00 PM	74	57	No
8:15:00 PM	75	57	No
8:30:00 PM	75	57	No
8:45:00 PM	76	57	No
9:00:00 PM	75	57	No
9:15:00 PM	76	57	No
9:30:00 PM	75	57	No
9:45:00 PM	75	57	No
10:00:00 PM	77	57	No
10:15:00 PM	76	57	No
10:30:00 PM	73	57	No
10:45:00 PM	75	57	No
11:00:00 PM	73	57	No
11:15:00 PM	75	57	No
11:30:00 PM	72	57	No
11:45:00 PM	73	57	No

# **Attachment 2**

## Cut and Cover Option

Item No.	Description	Item Bid Estimate
<b>METRO BEVERLY HILLS NORTH PORTAL - CUT &amp; COVER OPTION</b>		<b>\$ 52,602,000</b>
1	EXCAVATION AND SUPPORT	\$ 25,975,000
2	STATION - PERMANENT STRUCTURE	\$ 22,716,000
3	TUNNEL - PERMANENT STRUCTURE	\$ 3,384,000
5	SITE RESTORATION	\$ 527,000
<b>CIVIL WORKS</b>		<b>\$ 5,500,000</b>
6	UTILITY RELOCATIONS	\$ 3,000,000
7	TRAFFIC DIVERSIONS	\$ 2,500,000
<b>TEMPORARY WORKS</b>		<b>\$ 2,250,000</b>
8	GEOTECHNICAL INSTRUMENTATION AND MONITORING	\$ 250,000
9	DEWATERING	\$ 2,000,000
<b>MEP</b>		<b>\$ 2,200,000</b>
10	PLUMBING, FIRE PROTECTION, ELECTRICAL, VENTILATION, AND ELEVATOR EQUIPMENT ROOM	\$ 2,200,000
<b>ARCHITECTURAL FINISHES</b>		<b>\$ 4,250,000</b>
11	ESCALATORS	\$ 1,300,000
12	ELEVATORS	\$ 900,000
13	FARE GATES	\$ 400,000
14	SIGNAGE	\$ 150,000
15	ARCHITECTURAL FINISH WORK	\$ 1,500,000
16	PUBLIC ARTWORK	\$ -
<b>PLAZA CONSTRUCTION</b>		<b>\$ 1,800,000</b>
17	PLAZA AND STREET RESTORATION	\$ 700,000
18	CANOPY	\$ 1,100,000
<b>BASE BID ESTIMATE</b>		<b>\$ 68,602,000</b>
19	MOBILIZATION/DEMobilIZATION @5%	\$ 3,431,000
20	BOND & INSURANCE @1%	\$ 721,000
21	CONTINGENCY @40%	\$ 29,102,000
<b>UNOFFICIAL TOTAL BID ESTIMATE (2023 \$)</b>		<b>\$ 101,856,000</b>
22	ESCALATION (4% YEARLY, UNTIL 2025)	\$ 8,312,000
<b>UNOFFICIAL TOTAL BID ESTIMATE (2025 \$)</b>		<b>\$ 110,168,000</b>
<b>OTHER PROJECT RELATED ESTIMATED COSTS</b>		<b>\$ 24,061,440</b>
23	FINAL DESIGN	\$ 9,000,000
24	DESIGN SUPPORT DURING CONSTRUCTION	\$ 5,000,000
25	CONSTRUCTION MANAGEMENT (8% OF CONSTRUCTION COSTS)	\$ 8,813,440
26	CLIENT COSTS (3 FTEs FOR 4 YEARS @ \$200/HR)	\$ 1,248,000
<b>TOTAL PROJECT RELATED ESTIMATED COSTS</b>		<b>\$ 134,229,440</b>

# **Attachment 3**

## North Portal Project – Expended Cost Summary

The costs below are rounded to the nearest thousand.

### City of Beverly Hills

Description	Approximate Costs
City Staff	\$ 142,000
Environmental Impact Report (EIR) services	\$ 919,000
Design services	\$ 1,390,000
Other (economic analysis, outreach, etc.)	\$ 180,000
Total	\$ 2,631,000

### LA Metro

Description	Approximate Costs
Metro Staff	\$ 53,000
Consultant Support for Interface Only	\$ 196,000
Change Final Design of Interface	\$ 1,000,000
Change for Construction of Interface	\$ 6,490,000
Total	\$ 7,739,000

Total approximate expenditures to date: \$10,370,000.



**Board Report 2024-0521**

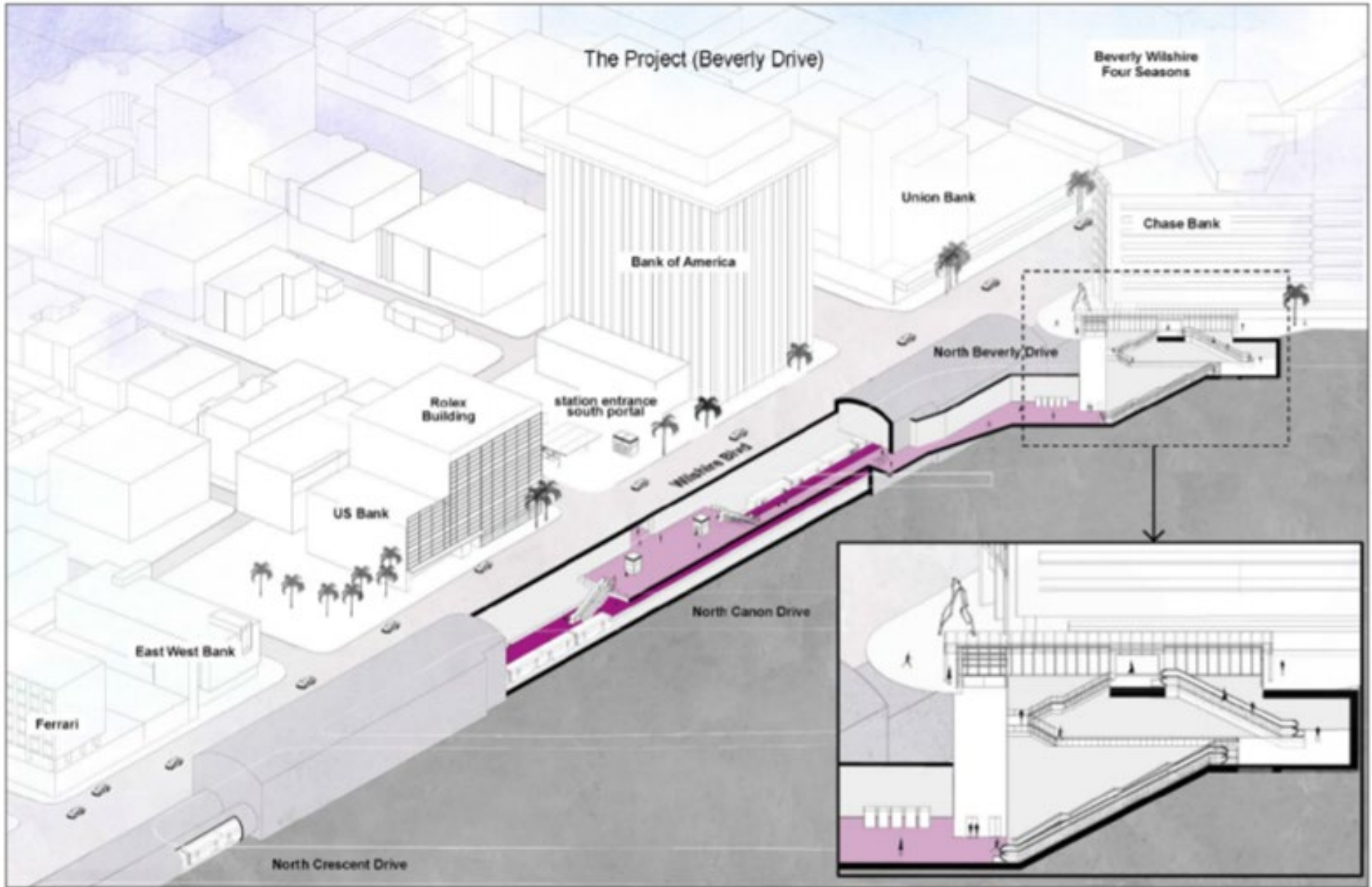
**January 2025**

**Discontinue Beverly Hills North Portal  
Project**

## North Portal Project Requirements from Purple Line Section 2 Settlement Agreement

- Not to exceed total of \$78,500,000 – Split 50/50 by between Metro and City
- Metro to design and construct inside the Station Box
  - Provide infrastructure to accommodate the North Portal Project
  - Provide a new cantilevered walkway connecting concourse to North Portal Project
- Metro to support City's design and construct outside the Station Box
  - Provide design support to City
  - Provide construction coordination with both City and Metro Contractors

# DISCONTINUE BEVERLY HILLS NORTH PORTAL PROJECT



## City of Beverly Hills Recent Actions

- **March 2023**
  - HDR completes 15% design
  - HDR revises total project cost to \$134,200,000
  - Revised cost exceeds Not to Exceed Agreement of \$78,000,000
- **May 2024**
  - Beverly Hills City Council votes to discontinue the North Portal Project

## Conclusion

- Board Considerations
  - **Recommended** – Discontinue the North Portal Project
  - **Not Recommended** – Advance the North Portal Project (Requires more funding)
- Next steps for Project Staff
  - Reconcile expenses from each Party per terms of Settlement Agreement
  - Close out the Beverly Hills North Portal Project



Board Report

File #: 2024-1032, File Type: Contract

Agenda Number: 27.

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE  
JANUARY 16, 2025**

**SUBJECT: REPLACEMENT OF NON-REVENUE VEHICLES THROUGH CALIFORNIA  
STATEWIDE CONTRACT**

**ACTION: APPROVE CONTRACT AWARD**

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. UTILIZE the State of California Statewide Fleet Vehicles Contract for a not-to-exceed expenditure amount of \$24,259,612 inclusive of sales tax, for 142 electric sedans, 5 electric trucks, 97 hybrid sport utility vehicles (SUVs), 125 pick-up trucks, and 118 cargo/passenger vans. Four suppliers will fulfill delivery of the vehicles under contract with the State of California; and
- B. NEGOTIATE options required for the vehicles purchased through the State of California Statewide Fleet Vehicles Contract to meet Metro’s needs (e.g. light bars, extended range EV batteries, stake beds, etc) for a not-to-exceed amount of \$2,431,900.

**YAROSLAVSKY AMENDMENT:** Report back in 120 days with a non-revenue vehicle purchasing policy that prioritizes zero-emission vehicles. The report should review and, to the extent feasible, mirror existing zero-emission fleet purchasing policies at the City of Los Angeles and County of Los Angeles.

**BUTTS AMENDMENT:** As related to the Yaroslavsky amendment, incorporate where needed, exceptions for sedans and other light weight vehicles used for safety and security and operational requirements.

**ISSUE**

For several years, Metro’s non-revenue fleet has not been replaced per the expected life schedule due to supply chain issues that resulted from the pandemic. As such, Metro is currently utilizing non-revenue vehicles that are as much as 20 years old and, in some cases, have up to 285,000 miles of service. Older vehicles with extraordinarily high mileage are unreliable and cost much more to maintain due to wear and tear. Metro non-revenue vehicles support all Metro departments and must be reliable to do this effectively. Metro will also need reliable non-revenue vehicles to support the upcoming rail expansions.

Non-revenue vehicles have been posted in the past using traditional procurement methods; however, the bidding process was not successful due to either not receiving any bids or receiving bids that were nearly double the Independent Cost Estimate (ICE). The delays caused by these failed bids has resulted in a significant backlog of non-revenue vehicles in the procurement process. Utilization of the State of California Statewide Fleet Vehicles Contract will allow Metro to procure 63% of the common types of non-revenue vehicles used by Metro staff, while continuing to procure the backlog of 282 specialty vehicles using traditional procurement methods. The California Statewide contract also has very competitive pricing for zero emission (ZE) vehicles, which will accelerate the procurement of the 147 ZE vehicles and allow for replacement of older, higher emission non-revenue vehicles.

## **BACKGROUND**

Various departments require non-revenue vehicles to support Maintenance, Transportation, and Construction programs. All 487 non-revenue trucks, sedans, SUVs, and cargo and passenger vans that will be replaced have exceeded the minimum required service requirements and need replacement, as many of these vehicles have been in service for more than 20 years.

These vehicles are experiencing reduced reliability, requiring significant and frequent repairs to keep them in service. Some of these vehicles have also been determined unreliable, with excessive mechanical failures, costly/frequent repairs, and high levels of service unavailability. Their current condition renders them no longer cost-effective to maintain, and replacements are now required.

## **DISCUSSION**

This procurement is to replace 487 Metro-owned and operated SUVs, Trucks, Sedans, and Cargo and Passenger Vans that have exceeded the policy requirement of 6 years and/or 150,000 miles of service.

All departments throughout the agency rely on these vehicles, including Bus and Rail Divisions, Wayside Systems, Maintenance of Way Engineering, Risk Management, Operations Planning, and Public Relations, just to name a few. The new vehicles will be used for Operator Relief, Maintenance Support, and Facilities Maintenance, as well as support Revenue Services and various administrative functions. The new vehicles provide several benefits to Metro, including Environmental Impact, Cost of Ownership, and Safety.

Utilizing the State of California Statewide Fleet Vehicles Contract will allow Metro to purchase vehicles given multiple unsuccessful procurements in the past due to a combination of lack of bidders and unacceptable bids that greatly exceeded the Independent Cost Estimates (ICE). This approach allows Metro to purchase many of these vehicles at prices below the ICE, which is a substantial savings to Metro. Purchasing through the Statewide Fleet Vehicles Contract also has the added benefit of a shorter lead time due to the specification of common vehicles that are more readily available. Shortening the lead time to purchase will reduce the current procurement backlog as a result of dealers/manufacturers cancelling orders due to recent supply chain issues.

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Options will be negotiated by the Chief Operations Officer. The type of options negotiated will be for the upfitting of light bars, ladder racks, stake beds, and other accessories necessary for Metro to conduct normal Metro support activities. This will also include extended range batteries to allow Electric Vehicles purchased to provide the necessary range to minimize impact on Metro operations.

#### *Environmental Impact*

The new vehicles benefit customers, employees, and the communities where Metro vehicles operate by reducing harmful emissions. In alignment with the recent Board approval of the EV Parking Strategic Plan, Metro is committed to transitioning the non-revenue fleet to zero-emission vehicles with 147 of the 487 vehicles (30%) being battery electric. One hundred and forty-two existing sedans will be replaced with 142 Ford Mach E Crossovers, with an upgraded battery to provide the necessary range to meet Metro's needs. Ninety-seven, or 20%, being hybrid. The remaining 243 vehicles are passenger vans and trucks that are not available with electric or hybrid powertrain options at this time.

#### *Cost of Ownership*

The benefits of new replacement vehicles, such as better fuel efficiency, fewer repairs, increased reliability, and shorter repair times, will greatly reduce the cost of maintaining the existing fleet.

### **DETERMINATION OF SAFETY IMPACT**

Safe operation of the non-revenue vehicle fleet is paramount to the safety of the Metro employees who operate them. Excessive age and mileage lead to wear and tear of the major vehicle systems, e.g., drive trains, steering, suspension, and engines. This results in increased breakdowns during operation.

The new vehicles are equipped with more technologically advanced safety features, including dynamic braking, emergency airbags, and antilock braking, making them safer for staff to operate than aging vehicles.

### **FINANCIAL IMPACT**

The recommended award is \$24,259,612 for the State of California Statewide Fleet Vehicles Contract plus \$2,431,900 for options, totaling \$26,691,512. This request is within the Life of Project (LOP) Budget of \$36,350,000. This budget is contained within multiple Capital Projects, as listed in the table below. The budget for this procurement is in Cost Center 3790, Maintenance Administration, and 3196, Central Oversight & Analysis under Account 53106, Acquisition of Service Vehicles.



Quantity	Vehicle Type	Project
5	Cargo Vans	205668
1	Trucks	205668
40	Highlander	208604
52	Sedans	208604
15	Highlander	208608
30	Cargo Vans	208610
8	Passenger Vans	208610
57	Sedans	208610
42	Trucks	208610
3	Sedans	208611
7	Trucks	208611
25	Cargo Vans	208612
30	Highlander	208612
30	Sedans	208612
80	Trucks	208612
50	Cargo Vans	861518
12	Highlander	861522

487

The current sources of funds for this action are the State Transportation Development Act (TDA) and Local Measure R 35%. TDA funding is eligible for Capital and Operating Projects, and Measure R 35% is not eligible for Bus and Rail Operations. Given fund guidelines and provisions, using these funding sources maximizes the allocation intent.

**EQUITY PLATFORM**

This action will provide support vehicles for staff across the agency’s various departments and roles. Staff rely on support vehicles for a range of activities, including providing efficient and timely rail/bus services. The 487 vehicles procured will replace the aging vehicles in various departments throughout Metro to support revenue services of Rail and Bus Operating Divisions, including Downtown Los Angeles, El Monte, Long Beach, and Sun Valley.

The Diversity and Economic Opportunity Department (DEOD) did not establish a Small Business Enterprise (SBE) / Disabled Veteran Business Enterprise (DVBE) goal for this solicitation. Metro used the California Statewide Contract to purchase this large quantity of vehicles after supply chain issues created by the COVID-19 pandemic impacted its ability to replace aging vehicles for several years.

**IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The non-revenue vehicles support Strategic Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. They will help maintain the reliability of rail/bus service and

ensure that our customers are able to arrive at their destinations without interruption and in accordance with the scheduled service intervals.

### **ALTERNATIVES CONSIDERED**

The alternative of continuing to operate the current vehicles was considered for the 487 trucks, sedans, SUVs, cargo, and passenger vans still in service. Retaining these vehicles for use by Metro employees is not recommended. The diminished reliability, high maintenance costs, frequent repairs, and higher emissions have rendered these vehicles a poor alternative for continued operation.

Utilization of the State of California Statewide Fleet Vehicles Contract is the alternative to the traditional Requests For Proposals (RFP), which has been unsuccessful in recent years due to lack of bidders and extreme price markups from the few available bidders. The Statewide Fleet Vehicles Contract allows Metro to purchase common vehicles at standard or discounted prices without the inherent time delays of individual procurements and the special-order process. This will also allow Metro to purchase all six different types of vehicles under a single procurement, reducing the time and effort needed for multiple procurements.

### **NEXT STEPS**

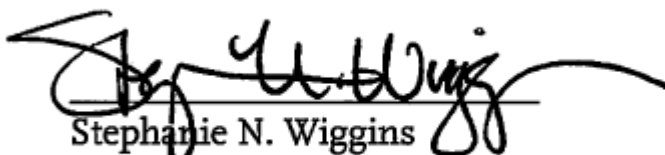
Following the execution of the contract, the state-approved vendors will commence delivery upon receipt from the manufacturers. The delivery of all 487 vehicles is scheduled before the end of calendar year 2025.

### **ATTACHMENTS**

Attachment A - Procurement Summary  
Attachment B - DEOD Summary

Prepared by: Alan Tang, Senior Director Non-Revenue Fleet Maintenance, (562) 658-0231  
Gary Jolly, Bus Maintenance Superintendent, (213) 922-5802  
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Reviewed by: Conan Cheung, Chief Operations Officer (213) 418-3034



Stephanie N. Wiggins  
Chief Executive Officer

**PROCUREMENT SUMMARY**

**REPLACEMENT OF NON-REVENUE VEHICLES THROUGH CALIFORNIA STATEWIDE CONTRACT**

1.	<b>Contract Numbers:</b> OP254056000, OP254058000, OP254059000, OP254060000	
2.	<b>Recommended Vendors:</b> Downtown Ford Hanford, Watsonville Fleet Group, Elk Grove Sales, Freeway Toyota of Auto	
3.	<b>Type of Procurement (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP—A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b> N/A	
	<b>A. Issued:</b> N/A	
	<b>B. Advertised/Publicized:</b> N/A	
	<b>C. Pre-Proposal Conference:</b> N/A	
	<b>D. Proposals Due:</b> N/A	
	<b>E. Pre-Qualification Completed:</b> N/A	
	<b>F. Ethics Declaration Forms Submitted to Ethics:</b> N/A	
	<b>G. Protest Period End Date:</b> N/A	
5.	<b>Solicitations Picked up/Downloaded:</b> N/A	<b>Bids/Proposals Received:</b> N/A
6.	<b>Contract Administrator:</b> Tina Hoffstetter	<b>Telephone Number:</b> 213-922-2775
7.	<b>Project Manager:</b> Alan Tang	<b>Telephone Number:</b> 562-658-0231

**A. Procurement Background**

This Board action is to request authorization to utilize the State of California Statewide Fleet Vehicles Contract for the replacement of 487 non-revenue vehicles. The State of California competitively solicited and negotiated the award of multiple contracts that provide the State and local governmental agencies the ability to leverage their combined purchasing power to obtain favorable pricing for four major categories of fleet vehicles, including Fleet Vehicles-Cars, Fleet Vehicles-Trucks, Fleet Vehicles-Vans and SUVs, and Alternate Fuel Medium/Heavy Duty Vehicles.

**B. Evaluation of Bids**

Proposal evaluations were not conducted for this action since the contracts have already been awarded by the State of California. Metro reviewed the available vehicles on the State pricing schedules and selected the vehicles whose technical specifications complied with Metro's technical

requirements.

**C. Price Analysis**

The recommended Not-to-Exceed (NTE) amounts for each purchase with a cumulative NTE amount of \$24,259,612 are considered fair and reasonable based on adequate price competition, pre-negotiated pricing, and fact finding. Metro further conducted a survey of published vehicle pricing for the vehicles being purchased and it was determined that prices on the State Contract reflect favorable pricing with discounts up to 32% off the Manufacturer's Suggested Retail Price (MSRP).

<b>Supplier</b>	<b>Type of Vehicle</b>	<b>Qty.</b>	<b>Total Price</b>	<b>Sales Tax</b>	<b>Tire Fee</b>	<b>Total</b>
Downtown Ford Sales	Trucks and Cargo/ Passenger Vans	178	\$8,004,465	\$760,424	\$1,246	\$8,766,135
Downtown Ford Sales	EV Crossovers	142	\$6,566,932	\$623,859	\$994	\$7,191,785
Freeway Toyota of Hanford	Hybrid SUVs	97	\$4,447,838	\$422,545	\$679	\$4,871,062
Watsonville Fleet Group	Pick-Up Trucks – Ford 350	63	\$2,831,199	\$268,964	\$441	\$3,100,604
Elk Grove Auto	Pick-Up Trucks	7	\$301,350	\$28,628	\$49	\$330,027
					<b>Grand Total</b>	<b>\$24,259,612</b>

**D. Background on Recommended Contractors**

**Downtown Ford**

Downtown Ford Sales has been a family-owned business since 1911 and is one of

the oldest dealerships in California. In 2022, Harrold Ford and Downtown Ford merged to create Downtown Ford Sales with 2 locations, both in Sacramento, California.

### **Elk Grove Auto**

Elk Grove Auto is part of the Knight Automotive Group and is located in Sacramento County, California. Elk Grove Auto Dealerships include Elk Grove Acura, Audi, Dodge/Jeep, Subaru, and Volkswagen.

### **Freeway of Toyota Hanford**

Freeway Toyota is part of Victory Automotive Group, an award-winning dealership group with dealerships all over the country. It all started back in 1997 with just one Nissan store in rural Tennessee. From those humble beginnings, Victory quickly expanded, adding more brands and moving beyond Tennessee. Now, over 26 years later, Victory has over 50 locations in 10 states, representing 14 top automobile brands.

### **Watsonville Fleet Group**

Watsonville Fleet Group is a family-owned business. The company was founded in 2008. Watsonville Fleet operates in the car & truck industry and is located in Watsonville, California and has a fleet department location in Alhambra, California that serves the Southern California region. Watsonville Fleet Group is an authorized dealer for Chevrolet, Ford, Dodge, Chrysler, Jeep and Ram. Ford F-250 and F-350 pick-up trucks will be sourced from Watsonville Fleet Group.

**REPLACEMENT OF NON-REVENUE VEHICLES THROUGH CALIFORNIA  
STATEWIDE CONTRACT**

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) did not establish a Disadvantaged Business Enterprise (DBE)/Small Business Enterprise (SBE) goal for this solicitation. The State of California Statewide Fleet Vehicles Contract competitive process was used to purchase the fleet replacement vehicles.

**B. Living Wage and Service Contract Worker Retention Policy Applicability**

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

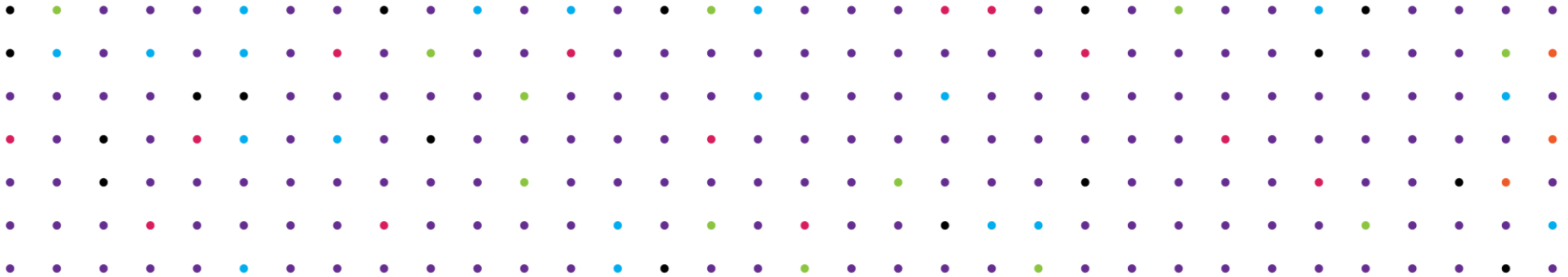
**C. Prevailing Wage Applicability**

Prevailing Wage is not applicable to this contract.

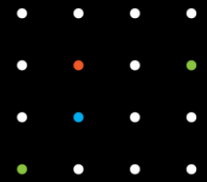
**D. Project Labor Agreement/Construction Careers Policy**

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

# PURCHASE OF REPLACEMENT VEHICLES THROUGH CALIFORNIA STATEWIDE CONTRACT



# RECOMMENDATION

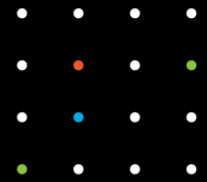


AUTHORIZE the Chief Executive Officer to award firm fixed price contracts utilizing the State of California Statewide Contract in the sum of \$24,259,612 inclusive of sales tax for 142 electric drive crossovers, 5 electric drive trucks, 97 hybrid sport utility vehicles (SUV's), 125 trucks, and 118 cargo and passenger vans. Delivery of the vehicles will be fulfilled by four suppliers of the State of California Statewide Contract. AUTHORIZE the Chief Executive Officer to negotiate options not to exceed \$2,431,900 required for these vehicles to meet Metro's service profile. Total amount of award Not-to-Exceed \$26,691,512 for purchase of vehicles plus options:

- **Downtown Ford** will provide 320 Ford trucks, cargo and passenger vans, and sedans including electric vehicle (EV) trucks and sedans in the amount of \$15,957,919
- **Watsonville Fleet Group** will provide 63 Ford trucks in the amount of \$3,100,604
- **Freeway of Toyota Hanford** will provide 97 Toyota Highlander Hybrid SUV's in the amount of \$4,871,062
- **Elk Grove Auto** will provide 7 Dodge Ram trucks in the amount of \$330,027



# ISSUE & DISCUSSION



## ISSUE

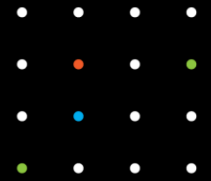
Metro's older non-revenue fleet vehicles have high mileage, are not reliable, and are costly to operate. Traditional procurement methods for these vehicles has resulted in either no bids or bid pricing of nearly double the ICE. The delays caused by these failed bids has resulted in a significant backlog of non-revenue vehicles in the procurement process. Metro requires a reliable non-revenue fleet to support all departments and numerous rail expansions.

## DISCUSSION

This procurement of 487 standard non-revenue vehicles using the State Contract will eliminate 63% of the procurement backlog, while using traditional procurement methods for 282 specialty vehicles, and will accelerate procurement of 147 zero emission vehicles to replace higher emission vehicles that have exceeded 6 years of age and/or 150,000 miles of service.



# CONTRACT AWARD



**AWARDEES** - Downtown Ford, Watsonville Fleet Group,  
Freeway of Toyota Hanford, Elk Grove Auto

**NUMBER OF BIDS** – N/A (State Contract)

**DEOD COMMITMENT** – 0%



Board Report

File #: 2024-1082, File Type: Resolution

Agenda Number: 37.

REGULAR BOARD MEETING  
JANUARY 23, 2025

**SUBJECT: PUBLIC HEARING ON RESOLUTION OF NECESSITY FOR EAST SAN FERNANDO VALLEY LIGHT RAIL TRANSIT PROJECT**

**ACTION: APPROVE RECOMMENDATION**

**RECOMMENDATION**

ADOPT the Resolution of Necessity authorizing the commencement of an eminent domain action to acquire the fee simple interest and the improvements pertaining to realty (“Property Interests”) for the property identified in Attachment A and described as 14646 Raymer St., Van Nuys, CA; APN: 2210-025-007, ESFV-E-012-1 (“Parcel 12”).

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

**ISSUE**

Acquisition of the Property Interests is required for the construction and operation of the East San Fernando Valley Light Rail Transit Project (“Project”), specifically the Maintenance and Storage Facility (“MSF”). After testimony and evidence has been received from all interested parties at the hearings, Los Angeles County Metropolitan Transportation Authority (“LACMTA”), by a vote of two-thirds of its Board of Directors (“Board”), must make a determination as to whether to adopt the proposed Resolution of Necessity (Attachment B) to acquire the Property Interests by eminent domain. Attached is evidence submitted by staff that supports the adoption of the resolution and which sets forth the required findings.

**BACKGROUND**

The Project extends north from the Van Nuys Metro G-Line station to the Sylmar/San Fernando Metrolink Station, a total of 9.2 miles of a dual-track light rail transit (“LRT”) system with 14 at-grade stations. The LACMTA Board certified the Final Environmental Impact Report on December 3, 2020, and the Federal Transit Administration signed a Record of Decision on January 29, 2021, for the Project. Included in the Final Environmental Impact Statement/ Environmental Impact Report was the initial operating segment (IOS) defined as the southern 6.7 miles of the Project alignment. The IOS is street-running in the middle of Van Nuys Boulevard and includes 11 at-grade center platform stations,

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10 traction power substations, and a Maintenance and Storage Facility (MSF) for the LRT vehicles.

The Project will improve mobility in the area by:

- introducing an improved north-south transit connection between key transit hubs/routes;
- enhancing transit accessibility/connectivity for residents to local and regional destinations and activity centers;
- increasing transit service efficiency; and
- encouraging a modal shift from driving in order to achieve reductions in greenhouse gas emissions.

The MSF will be constructed on the west side of Van Nuys Boulevard on approximately 21 acres, which is bounded by Keswick Street on the south, Raymer Street on the east and north, and the Pacoima Wash on the west. The MSF will house the fleet of 34 light rail vehicles that will be procured to initiate service on the line. The MSF will also accommodate rail car washing, a paint shop, wheel truing, material storage, cleaning platform, and main shop.

Acquisition of the Property Interests is required for the MSF.

## **DISCUSSION**

Parcel 12 is a commercial property with one tenant, a recycling business (“Tenant”). A written offer of Just Compensation to purchase the real property was presented to the Owner of Record (“Owner”) on February 20, 2024, as required by California Government Code Section 7267.2. For Improvements Pertaining to Realty (“IPR”), LACMTA presented both the Owner and Tenant with a written offer of Just Compensation, in compliance with California Government Code Section 7267.2.

A negotiated, conditional agreement for the purchase and sale of the real property was reached with the Owner on June 10, 2024, and the parties opened escrow. One of the conditions to complete the transaction was LACMTA’s environmental due diligence and a negotiated purchase price holdback to cover remediation costs if contamination were found within the Property Interests. During LACMTA’s environmental due diligence, soil contamination was found within the Property Interests, which requires remediation. A dispute over the costs of remediation and the purchase price holdback between the parties prevented the parties from closing escrow.

In addition, Owner and Tenant failed to reach an agreement between themselves with regard to the ownership of the IPR, and therefore, LACMTA is unable to determine the owner and proper recipient of compensation for the IPR.

Staff recommends the acquisition of the Property Interests through eminent domain in order to maintain the Project’s schedule.

In accordance with provisions of the California Eminent Domain Law and Section 30503, 30600, 130051.13, 130220.5 and 132610 of the California Public Utilities Code, (which authorizes the public

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acquisition of private property by eminent domain/n), LACMTA has prepared and mailed notice of this hearing to the Owner and Tenant, informing them of their right to appear at this hearing and be heard on the following issues: (1) whether the public interest and necessity require the Project; (2) whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) whether the Property Interests are necessary for the Project; (4) whether either the offer required by Section 7267.2 of the Government Code has been made to the owner(s) of the Property Interests, or the offer has not been made because the owner(s) cannot be located with reasonable diligence; (5) whether any environmental review of the Project, as may be necessary, pursuant to the California Environmental Quality Act (CEQA), has occurred and (6) whether LACMTA has given the notice(s) and followed the procedures that are a prerequisite to the exercise of the power of eminent domain. In order to adopt the Resolution, LACMTA must, based on the evidence before it, and by a vote of two-thirds of its Board, find and determine that the conditions stated in items 1 - 6 above exist.

Attached is the Staff Report prepared by staff and legal counsel setting forth the required findings for acquiring the Property Interests through the use of eminent domain (Attachment A).

Acquisition of the Property Interests will require relocation of the Tenant. A dedicated relocation agent is working with the Tenant to explain the benefits, provide referrals for replacement properties, and process payments for search, moving, and reestablishment costs. Prior to being required to relocate, the business will be provided 90-day and 30-day notices.

### **DETERMINATION OF SAFETY IMPACT**

The Board's action will not have an impact on LACMTA's safety standards.

### **FINANCIAL IMPACT**

The funds required to support the acquisition, relocation activities, and the recommended right of way action for the properties referenced in this report are included in the adopted Project's Preconstruction budget under Cost Center 8510 Project number 865521, East San Fernando Valley Light Rail Transit Corridor.

#### **Impact to Budget**

Sources of funds for the recommended action are Measure R 35%, Measure M 35%, and State Grants. These fund sources are not operations-eligible funding.

### **EQUITY PLATFORM**

The Project will serve 11 new stations along Van Nuys Blvd, and will improve connections and access to key destinations for several Equity Focus Communities (EFC's) along the Project. To date, LACMTA Community Relations (CR) staff, who include bilingual Spanish and English-speaking staff,

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have met with the local neighborhood councils and representatives from the local council district offices on upcoming construction, mitigation plans/efforts, and outreach efforts to the local community. CR staff have also been visiting the small businesses along the alignment and have been providing bilingual Spanish and English project information along with business resources. Also, the Project has established a Community Leadership Council (CLC), an advisory body to the Project, and plans to implement a CBO partnership that aligns with LACMTA's CBO Partnering Strategy.

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

The Project is consistent with the following Metro Vision 2028 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: Transform LA County through regional collaboration and national leadership.

### **ALTERNATIVES CONSIDERED**

The Board may choose not to approve the recommendation. This is not recommended as it would result in significant delays and cost increases for the Project. Furthermore, delay to the Project will have detrimental effects on the available Federal and State Grant funding dollars.

### **NEXT STEPS**

If this action is approved by the Board, LACMTA's condemnation counsel will be instructed to take all steps necessary to commence legal proceedings in a court of competent jurisdiction to acquire the Property Interests by eminent domain and to conclude those proceedings either by settlement or jury trial. Counsel will also be directed to seek and obtain Orders of Prejudgment Possession in accordance with the provisions of the Eminent Domain Law. Staff will continue to negotiate with the property owner with the goal of reaching a voluntary settlement while concurrently pursuing the eminent domain process to preserve the project schedule. LACMTA will continue to work with the Tenant to find a suitable replacement location.

### **ATTACHMENTS**

Attachment A - Staff Report

Attachment B - Resolution of Necessity

Prepared by: Darryl Root, Senior Director, Real Estate, (213) 922-5281  
Holly Rockwell, SEO, Countywide Planning & Development, (213) 547-4325

Reviewed by: Ray Sosa, Chief Planning Officer, (213) 922-2920



Stephanie N. Wiggins  
Chief Executive Officer

**STAFF REPORT REGARDING THE NECESSITY FOR THE ACQUISITION OF THE  
PROPERTY REQUIRED FOR THE EAST SAN FERNANDO VALLEY LIGHT RAIL  
TRANSIT PROJECT (“PROJECT”) PROJECT PARCEL ESFV-012-1**

**BACKGROUND**

The property interests sought to be acquired are required by the Los Angeles County Metropolitan Transportation Authority (“LACMTA”) for the construction and operation of the Project. The assessor parcel number, project parcel number, address, record property owner and tenant, purpose of the acquisition, and nature of the property interests sought to be acquired for the Project are summarized as follows:

Summary Table 1

<b>Assessor's Parcel Number</b>	<b>Project Parcel Number</b>	<b>Parcel Address</b>	<b>Property Owner/Tenant</b>	<b>Purpose of Acquisition</b>	<b>Property Interest(s) Sought</b>
2210-025-007	ESFV-E-012-1	14646 Raymer St., Van Nuys, CA	Real Property Owner (“Owner”):  Franz J. Neuwirth and Gretchen V. Newell, Trustees of The Etzel Trust UTA January 7, 2021	Construction and operation of the East San Fernando Valley Light Rail Transit Project	Fee Interest; and Improvements Pertaining to Realty
2210-025-007	ESFV-E-012-1	14654 Raymer St., Van Nuys, CA	Tenant (“Tenant”):  SVC RECYCLING	Construction and operation of the East San Fernando Valley Light Rail Transit Project	Improvements Pertaining to Realty

**Property Requirements:**

Purpose of Acquisitions: Construction and operation of the East San Fernando Valley Light Rail Transit Project.

**Property Interests Sought:**

With regard to Project parcel ESFV-E-012-1, LACMTA seeks to acquire a fee interest in the real property, as well as the Improvements Pertaining to Realty (IPR). These interests are required to construct the Maintenance and Storage Facility (MSF) for the Project. The MSF will be constructed on the west side of Van Nuys Boulevard on approximately 21 acres, which is bounded by Keswick Street on the south, Raymer Street on the east and



north, and the Pacoima Wash on the west. In order to connect the main line alignment to the MSF site, the guideway will curve west off of Van Nuys Boulevard along Keswick Street. These acquisitions of a fee interest and of IPR are collectively referred to herein as the Property Interests.

A written offer of Just Compensation to purchase the fee interest was presented to the Owner of record on: February 20, 2024 for ESFV-E-012-1 as required by California Government Code Section 7267.2. Similarly, and in compliance with California Government Code Section 7267.2, a written offer of Just Compensation to purchase the IPR on the parcel was presented to the Owner and Tenant.<sup>1</sup>

**A. The public interest and necessity require the Project.**

The Project is a vital public transit infrastructure investment that will provide improved transit service along the busy Van Nuys Boulevard and San Fernando Road corridors serving the eastern San Fernando Valley. The Project will ultimately provide a 9.2-mile light rail transit system to connect from the Van Nuys LACMTA G Line (Orange Line) Station in the community of Van Nuys to the Sylmar/San Fernando Metrolink Station in the City of San Fernando, providing commuters with significantly more options when navigating Los Angeles County.

The Project will improve mobility in the eastern San Fernando Valley by introducing an improved north-south transit connection between key transit hubs/routes including direct access to Metrolink/Amtrak and G-line stations, enhancing transit accessibility/connectivity for residents to local and regional destinations and activity centers, increasing transit service efficiency, and encouraging a modal shift from driving to achieve reductions in greenhouse gas emissions. It is projected that by the year 2035, there will be 37,759 daily transit trips on the completed Project. The Project will provide new transit service and improved transit connectivity in future years. The Project is consistent with one of LACMTA's overall goals of providing high quality mobility options that enable people to spend less time traveling.

Based on an evaluation of socioeconomic, congestion growth trends, travel conditions, and feedback from the project stakeholder meetings, it is demonstrated that existing and projected levels of traffic congestion in the corridor limit mobility will increase the demand for reliable transit services. In light of these conditions, the Project supports the public interest and necessity through its ability to:

- Improve mobility in the eastern San Fernando Valley by introducing an improved north-south transit connection between key transit hubs/routes;
- Enhance transit accessibility/connectivity for residents within the eastern San Fernando Valley to local and regional destinations;
- Provide more reliable transit service within the eastern San Fernando Valley;

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<sup>1</sup> As between Owner and Tenant, LACMTA does not know who claims ownership of the IPR, and for that reason, the offer to purchase the IPR was made to both the Owner and the Tenant.

- Provide additional transit options in an area with a large transit dependent population and high number of transit riders; and
- Encourage modal shift to transit in the eastern San Fernando Valley, thereby improving air quality.

It is recommended that based on the above evidence, the Board find and determine that the public interest and necessity require the Project.

**B The Project is planned or located in the manner that will be most compatible with the greatest public good and least private injury.**

In September and October of 2017, the Draft Environmental Impact Study/Draft Environmental Impact Report (DEIS/DEIR) was circulated for public review and comment for 60 days. The following six alternatives were evaluated in the DEIS/DEIR:

- No-Build Alternative;
- TSM Alternative;

BRT Alternatives:

- Alternative 1 – Curb-Running BRT Alternative;
- Alternative 2 – Median-Running BRT Alternative;

Rail Alternatives:

- Alternative 3 – Low-Floor Light Rail Transit (LRT)/Tram Alternative;
- Alternative 4 – LRT Alternative.

All build alternatives considered within the DEIS/DEIR (Alternatives 1 through 4) would operate at grade over 9.2 miles, either in a dedicated busway or dedicated guideway (6.7 miles) and/or in mixed-flow traffic lanes (2.5 miles), from the Sylmar/San Fernando Metrolink station on the north to the Van Nuys Metro Orange Line station on the south, with the exception of Alternative 4, which included a 2.5-mile segment within Metro-owned railroad right-of-way adjacent to San Fernando Road and Truman Street and a 2.5-mile underground segment beneath portions of the City of Los Angeles communities of Panorama City and Van Nuys.

Metro applied the objectives below in evaluating potential alternatives for the Project:

- Provide new service and/or infrastructure that improves passenger mobility and connectivity to regional activity centers;
- Increase transit service efficiency (speeds and passenger throughput) in the project study area; and
- Make transit service more environmentally beneficial by providing alternatives to auto-centric travel modes and other environmental benefits, such as reduced air pollutants, including reductions in greenhouse gas emissions in the project study area.

These goals draw upon those presented in the Alternatives Analysis Report completed in 2012. For the purposes of the DEIS/DEIR, these goals were updated and refined to reflect public involvement and further analysis of the proposed project, the project area, and the background transportation system. Based on the project objectives and the public comments received during the 60-day comment period for the DEIS/DEIR, a modified version of Alternative 4 (Alternative 4 Modified: At-Grade LRT) was developed on June 28, 2018, and the Metro Board of Directors formally identified Alternative 4 Modified: At-Grade LRT as the Locally Preferred Alternative (LPA). The primary difference between DEIS/DEIR Alternative 4 and the LPA is the elimination of the 2.5-mile subway portion of DEIS/DEIR Alternative 4. Under the LPA, the entire 9.2-mile alignment would be constructed at grade. The subway portion was eliminated because it would be very expensive, have significant construction impacts, and result in little time savings compared with a fully at-grade alignment.

In addition, Metro determined that the LPA best fulfilled the project's purpose and need to:

- Improve north–south mobility;
- Provide more reliable operations and connections between key transit hubs/routes;
- Enhance transit accessibility/connectivity to local and regional destinations;
- Provide additional transit options in a largely transit-dependent area, and
- Encourage mode shift to transit.

Additional factors that were considered by Metro in identifying Alternative 4 Modified as the LPA include: the greater capacity of LRT compared to the BRT alternatives, the LPA could be constructed in less time and at reduced cost compared to the DEIS/DEIR Alternative 4, fewer construction impacts compared to DEIS/DEIR Alternative 4, and strong community support for a rail alternative.

The Project will cause private injury, however, no other alternative locations for the Project provide greater public good with less private injury. Therefore, the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

It is recommended that, based upon the foregoing, the Board find and determine that the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

**C. The Property Interests are necessary for the Project.**

The Property Interests are specifically needed for the southern segment of the Project ("Southern Segment"). The Southern Segment of the Project consists of a 6.7-mile at-grade alignment light rail transit system, which will include 11 new transit stations, 10 Traction Power Substations, and a new Maintenance and Storage Facility. The purpose

of the Project is to improve connections and access to crucial destinations while connecting transit users to the growing network in the San Fernando Valley.

The Southern Segment of the Project will operate in the center of Van Nuys Boulevard from the LACMTA G Line (Orange) Van Nuys Station to Van Nuys Boulevard and San Fernando Road. Once constructed, the Project's light rail system will travel in a semi-exclusive right-of-way in the median of Van Nuys Boulevard, separated by a barrier except at signalized intersections. There will be 33 light rail vehicles. The light rail system will be powered by an electrified overhead contact system, a network of overhead wires that distributes electricity to the light rail vehicles.

The MSF will house general administration, operation, and support services. The facility will be used to store the light rail transit vehicles when they are not in operation and to perform inspections, body and heavy repairs, and cleaning and washing of LACMTA's growing light rail vehicle fleet. Meanwhile, the TPSS sites will provide the electricity to power the light rail vehicles.

The Property Interests are required for construction and operation of the Project. Specifically, Parcel ESFV-E-012-1 is one of several parcels required to construct the MSF.

The MSF will be constructed on the west side of Van Nuys Boulevard on approximately 21 acres, which is bounded by Keswick Street on the south, Raymer Street on the east and north, and the Pacoima Wash on the west. In order to connect the main line alignment to the MSF site, spur tracks will extend from the guideway and will curve west off of Van Nuys Boulevard north of Keswick Street and continue in a westward direction crossing Raymer Street and into the MSF site.

A portion of the MSF will be located on Parcel ESFV-E-012-1. Therefore, the Property Interests are necessary for the construction and operation of the Project.

Staff recommends that the Board find that the acquisition of the Property Interests are necessary for the Project.

**D. Offers were made in compliance with Government Code Section 7267.2.**

California Code of Civil Procedure Section 1245.230 requires that a Resolution of Necessity contain a declaration that the governing body has found and determined that either the offer required by Section 7267.2 of the California Government Code has been made to the owner of the interest being acquired, or the offer has not been made because the owner cannot be located with reasonable diligence.

California Government Code Section 7267.2 requires that an offer to purchase be made to the owner(s) in an amount which the agency believes to be just compensation. The amount must not be less than the agency's approved appraisal of the fair market value of the Property Interests being acquired. In addition, the agency is required to provide the

Owner with a written description of and summary of the basis for, the amount it established as just compensation.

Staff has taken the following actions as required by California law for the acquisition of the Property Interests:

1. Obtained an two independent appraisals, one of the real property and one of the IPR, to determine the fair market value of the Property Interests, including consideration of the existing use of the parcel, the highest and best use of the parcel, and, if applicable, impact to the remainder;
2. Reviewed and approved the appraisals, and established the amount it believes to be just compensation for the acquisition of the Property Interests;
3. Determined the owner of the Property Interests by examining the county assessor's record and a preliminary title report, and determined the tenant of the parcel;
4. Made written offers to the Owner and Tenant for the full amount of just compensation for the acquisition of the Property Interests, which was not less than the approved appraised value of the Property Interests (offer for fee acquisition was made to Owner; offer for IPR was made jointly to Owner and Tenant);
5. Provided the Owner and Tenant with a written statement of, and summary of the basis for, the amount established as just compensation with respect to the foregoing offer; and
6. Provided an informational pamphlet concerning eminent domain in California to the Owner as required by the Eminent Domain Law.

It is recommended that based on the above Evidence, the Board find and determine that the offer required by Section 7267.2 of the California Government Code has been made to each of the Owners and tenants.

**E. LACMTA has fulfilled the necessary statutory prerequisites.**

LACMTA is authorized to acquire property by eminent domain for the purposes contemplated by the Project under Public Utilities Code §§ 30503, 30600, 130051.13, and 130220.5; Code of Civil Procedure §§ 1230.010-1273.050; and Article I, § 19 of the California Constitution.

**F. LACMTA has complied with the California Environmental Quality Act.**

The environmental impacts of the Project were evaluated in the Final Environmental Impact Statement/Final Environmental Impact Report (FEIS/FEIR), which was certified by Page 8 of 36 the Board on December 8, 2020. The Board found that in accordance with the California Environmental Quality Act (CEQA) Guidelines, Section 15162, no

supplemental Environmental Impact Report is required for the Project, and the FEIS/FEIR documents are consistent with CEQA. Through the Preliminary Engineering (PE) phase of the Project, design refinements to the southern segment were identified. Environmental analysis and findings of the proposed design refinements were documented in an Addendum to the Final Environmental Impact Report, in compliance with California Environmental Quality Act and approved by the Board in October 2023.

**CONCLUSION**

Staff recommends that the Board approve the Resolution of Necessity.

**ATTACHMENTS**

- 1 - Legal Description (Exhibit A-1)
- 2 - Plat Map (Exhibit B-1)
- 3 - Improvements Pertaining to Realty (Exhibit C-1)Page 7 of 15

**LEGAL DESCRIPTIONS**

**EXHIBIT A-1**

**EXHIBIT A-1  
PARCEL ESFV-E-012-1**

**LEGAL DESCRIPTION**

**The land referred to herein is situated in the State of California, County of Los Angeles, City of Los Angeles and described as follows:**

Parcel A:

The Easterly 95.00 feet measured at right angles from the East line of Lot 6 of Tract No. 1532, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 22, Pages 130 and 131 of Maps, in the Office of the County Recorder of said County.

Except therefrom the South 501.00 feet thereof.

Parcel B:

The West 30.65 feet of the East 125.65 feet measured at right angles from the last line of Lot 6 of Tract No. 1532, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 22, Pages 130 and 131 of Maps, in the Office of the County Recorder of said County.

Except therefrom the South 501.00 feet thereof.

Parcel C:

The Easterly 215.00 feet measured at right angles from the East line of Lot 6 of Tract No. 1532, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 22, Pages 130 and 131 of Maps, in the Office of the County Recorder of said County.

Except therefrom the easterly 125.65 feet thereof measured at right angles from the East line of said Lot.

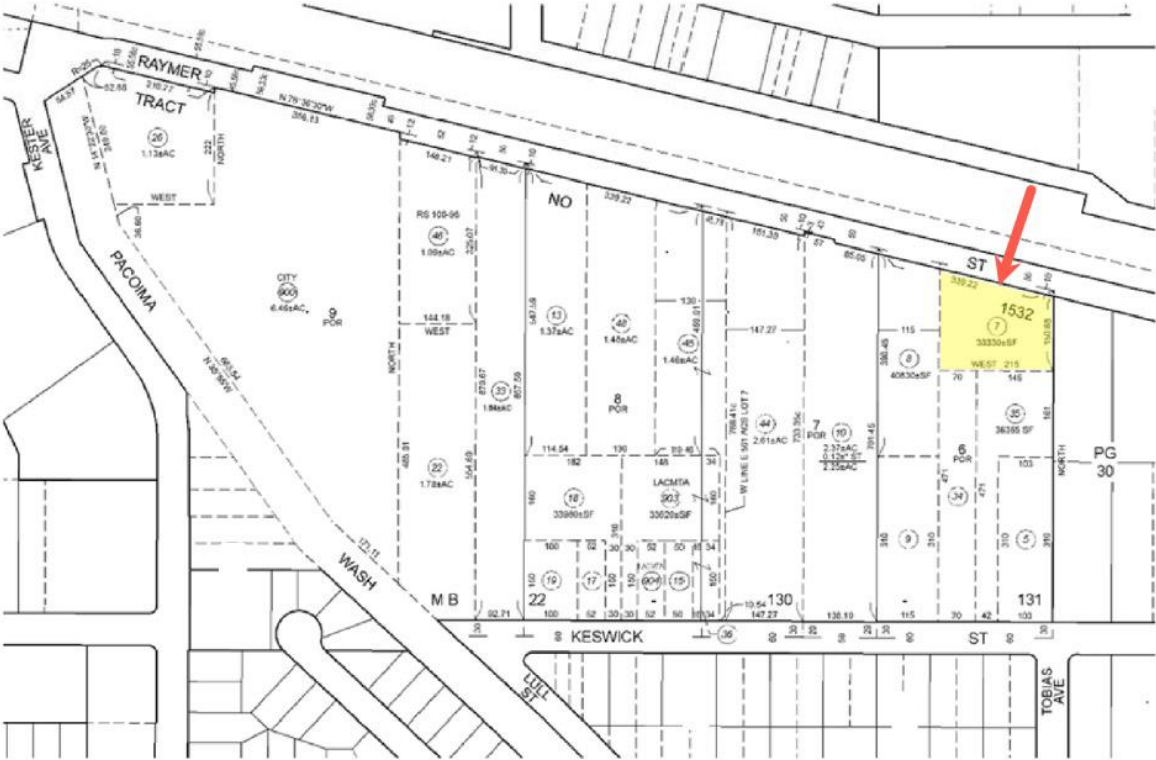
Also except the South 501.00 feet thereof.

APN: 2210-025-007  
(End of Legal Description)



**PLAT MAP**  
**EXHIBIT B-1**

EXHIBIT B-1  
PARCEL ESFV-E-012-1



**IMPROVEMENTS PERTAINING TO REALTY**

**EXHIBIT C-1**

**EXHIBIT C-1  
PARCEL ESFV-E-012-1**

IMPROVEMENTS PERTAINING TO THE REALTY  
EFFECTIVE DATE OF VALUE - APRIL 28, 2023

Item No.	Qty.	Description
1	1	Truck scale, in-ground, with 10' x 70' platform, 100,000 lb. capacity, with: <ul style="list-style-type: none"> <li>1 Scale pit, concrete, 11' x 71'</li> <li>1 Weight display, RMS</li> <li>1 Remote weight display, Matko, Model no.: SBL-4</li> <li>1 Weight display controller, Scale Systems, Model no.: GSE 650</li> </ul>
2	1	Truck scale, above-ground, with 11' x 40' platform, 40,000 lb. capacity, with: <ul style="list-style-type: none"> <li>1 Scale platform, concrete, 40' x 16'</li> <li>1 Weight display controller, Scale Systems, Model no.: GSE 562</li> <li>1 Remote weight display, Matko, Model no.: SBL-4</li> <li>2 Ramps, concrete, 11' x 20'</li> <li>1 Barrier wall, 3/4" steel plate, 40' x 4' high</li> <li>1 Pipe bollard, 4.5" diameter x 41" high</li> <li>5 Pipe bollards, 4" x 4" x 30" high</li> <li>16 Linear feet of guard rail, steel</li> </ul>
3	30,000	Square feet of concrete and asphalt paving, in yard
4	6,690	Square feet of steel fencing cover, 8' to 10' high, on existing fences and gates, consisting of: <ul style="list-style-type: none"> <li>218 Linear feet along front</li> <li>184 Linear feet along right hand side</li> <li>72 Linear feet along back</li> <li>135 Linear feet along left hand side</li> <li>60 Linear feet of extended height, along left hand side</li> </ul>
5	1	Concrete block containment structure, 13' x 32' x 40" high, consisting of: <ul style="list-style-type: none"> <li>300 Square feet of concrete block wall, 8" thick, reinforced</li> <li>416 Square feet of concrete base slab</li> <li>126 Square feet of wood decking on frame, 12' x 10' 6"</li> <li>1 Steel stairs, 42" x 58" x 48", with hand railing</li> </ul>

**EXHIBIT C-1**  
**PARCEL ESFV-E-012-1 (Cont'd)**

IMPROVEMENTS PERTAINING TO THE REALTY  
EFFECTIVE DATE OF VALUE - APRIL 28, 2023

Item No.	Qty.	Description
6	1	Lot of yard lighting, with conduit and wiring, consisting of: 2 LED light fixtures on wooden pole, 10" dia. x 30' 1 LED light fixture on steel pole, 1.5" x 1.5" x 10' 1 Light fixture on steel pole, 4" x 4" x 16' 3 LED light fixtures, fence mounted
7	1	Built-in wall unit, 46" x 82" x 14", laminate, 6-tier
8	1	Built-in base cabinet, 6' x 30" x 14" to 24" deep, laminate, 5-door
9	1	Built-in file cabinet, 22" x 42" x 25", laminate, 3-drawer
10	110	Square feet of ceramic tile flooring, 12" x 12"
11	1	Alarm system, Bay Alarm, consisting of: 1 Control panel 1 Code pad 2 Motion sensors 1 Door contact
12	1	Overhead canopy, 12' x 3', tubular metal frame, canvas top
13	1	Service counter shelf, 79" x 16", stainless steel
14	1	Security window, 8' x 4', tubular metal, mesh facias
15	80	Square feet of accordion security gate, 8' x 10', metal frame, gates and track
16	24	Surveillance cameras, manufacturer and model no. not available, including wall mounts and cabling to office, consisting of: 13 Exterior 11 Interior
17	59	Square feet of security window bars, tubular metal
18	1	Bollard, 3' high, 5" diameter, metal, concrete filled

**EXHIBIT C-1**  
**PARCEL ESFV-E-012-1(Cont'd)**

IMPROVEMENTS PERTAINING TO THE REALTY  
EFFECTIVE DATE OF VALUE - APRIL 28, 2023

Item No.	Qty.	Description
19	1	Sign cabinet, 9' x 4', metal, plastic facia
20	4	Bullhorns, manufacturer and model no. not available
21	6	Spotlights, 10" x 5", LED, wall-mounted
22	1	Security door, 30" x 80", tubular metal, metal mesh backing, with number lock
23	27	Wall letters, 10" high, "Welcome/ Bienvenidos/ Recycling", painted
24	18	Wall letters, 6" high, "www.scvrecycling.com", painted
25	1	Lot of painted wall logos, 2- bulls, 1- SVC
26	110	Square feet of pallet rack wall facia
27	265	Square feet of ceramic tile flooring, 12" x 12" tiles
28	1	Wall partition, 77" x 76" x 4", wood construction, plywood facia, 3 rear shelves, 4" to 9" deep, with upper plans storage box, 77" x 21" x 25", wood, 36-cubby
29	227	Square feet of ceramic tile flooring, 12" x 12" tiles
30	8	Linear feet of wall shelving, 12" deep, stainless steel
31	1	Wall shelf, 30" x 30" x 16", laminate, 4-cubby
32	1	Hand sink, 25" x 22" x 7" deep, stainless steel, single compartment, single mixing faucet, with rinse wand, including hose connection

**RESOLUTION OF THE  
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
DECLARING CERTAIN REAL PROPERTY INTERESTS AND IMPROVEMENTS  
PERTAINING TO THE REALTY NECESSARY FOR PUBLIC PURPOSES AND  
AUTHORIZING THE ACQUISITION THEREOF THROUGH THE EXERCISE OF  
EMINENT DOMAIN  
THE EAST SAN FERNANDO VALLEY LIGHT RAIL TRANSIT PROJECT  
APN: 2210-025-007; ESFV-E-012-1**

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY BOARD OF DIRECTORS ("BOARD") HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

Section 1.

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("LACMTA") is a public entity organized and existing pursuant to Chapter 2 of Division 12 of the California Public Utilities Code (commencing with Section 130050).

Section 2.

The property interests described hereinafter are to be taken for public use, namely, for public transportation purposes and all uses necessary, incidental or convenient thereto, and for all public purposes pursuant to the authority conferred upon the Board to acquire property by eminent domain by California Public Utilities Code Sections 30000-33027, inclusive, and particularly Section 30503 and 30600, Sections 130000-132650, inclusive, and particularly Sections 130051.13 and 130220.5, Code of Civil Procedure Sections 1230.010-1273.050, inclusive, and particularly Sections 1240.510 and 1240.610, and Article I, Section 19 of the California Constitution.

Section 3.

The property interests to be acquired consist of: (i) the fee interest in the real property described in the legal description attached hereto as Exhibit "A" and depicted in the plat map attached hereto as Exhibit "B" ("Fee Interest"); and (ii) the improvements pertaining to realty that are more particularly described in Exhibit "C" attached hereto, and located on the real property identified in Exhibits "A" and "B" ("Improvements") (hereinafter the Fee Interest and Improvements are collectively referred to as the "Property Interests"). Exhibits "A", "B", and "C" are incorporated herein by reference.

Section 4.

(a.) The acquisition of the Property Interests is necessary for the development,

construction, operation, and maintenance of the East San Fernando Valley Light Rail Transit Project ("Project");

(b.) The environmental impacts of the Project were evaluated in the Final Environmental Impact Statement/Final Environmental Impact Report (FEIS/FEIR), which was certified by the Board on December 8, 2020. The Board found that in accordance with the California Environmental Quality Act (CEQA) Guidelines, Section 15162, no supplemental Environmental Impact Report is required for the Project, and the FEIS/FEIR documents are consistent with CEQA. Through the Preliminary Engineering (PE) phase of the Project, design refinements to the southern segment were identified. Environmental analysis and findings of the proposed design refinements were documented in an Addendum to the Final Environmental Impact Report, in compliance with California Environmental Quality Act and approved by the Board in October 2023.

(c.) Accordingly, LACMTA has fulfilled the necessary statutory prerequisites to acquire the Property by eminent domain.

Section 5.

The Board hereby declares that it has found and determined each of the following:

- (a.) The public interest and necessity require the Project;
- (b.) The Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- (c.) The Property Interests sought to be acquired, which have been described herein, are necessary for the Project;
- (d.) The offers required by Section 7267.2 of the Government Code have been made to the owners of the Property Interests. Said offers were accompanied by a written statement of, and summary of the basis for, the amount established and offered as just compensation. The statements/summaries complied with Government Code Section 7267.2, in form and in substance, including by containing the required factual disclosures.

Section 6.

Pursuant to Sections 1240.510 and 1240.610 of the Code of Civil Procedure, to the extent that the Property Interests are already devoted to a public use, the use to which the Property Interests are to be put is a more necessary public use than the use to which the Property Interests are already devoted, or, in the alternative, is a compatible public use which will not unreasonably interfere with or impair the continuance of the public use to which the Property Interests are already devoted.

Section 7.



That notice of intention to adopt this resolution was given by first class mail to the owners of the Property Interests to be acquired by eminent domain in accordance with Section 1245.235 of the Code of Civil Procedure and a hearing was conducted by the Board on the matters contained herein and each person whose Property Interests are to be acquired by eminent domain was given an opportunity to be heard.

Section 8.

Legal Counsel is hereby authorized and directed to take all steps necessary to commence legal proceedings, in a court of competent jurisdiction, to acquire the Property Interests described above by eminent domain. Counsel is also authorized and directed to seek and obtain an Order for Prejudgment Possession of said Property Interests in accordance with the provisions of the eminent domain law and is directed that the total sum of probable just compensation be deposited with the State Treasurer or the Clerk of the Superior Court. Counsel may enter into stipulated Orders for Prejudgment Possession and/or Possession and Use Agreements, where such agreements constitute the functional equivalent of an Order for Prejudgment Possession. Counsel is further authorized to correct any errors or to make or agree to any non-material changes to the legal description of the real property that are deemed necessary for the conduct of the condemnation action or other proceedings or transactions required to acquire the Property Interest, and, with the concurrence and approval of LACMTA Staff, to make minor adjustments to the scopes and descriptions of the Property Interests to be acquired in order to ameliorate any claims for severance damages.

Counsel is further authorized to compromise and settle such eminent domain proceedings, if such settlement can be reached, and in that event, to take all necessary actions to complete the acquisition, including stipulations as to judgment and other matters, and causing all payments to be made. If settlement cannot be reached, Counsel is authorized to proceed to resolve the proceedings by means of jury trial. Counsel is further authorized to associate with, at its election, a private law firm for the preparation and prosecution of said proceedings.

Section 9.

If, after adoption of this Resolution, LACMTA acquires all or any of the Property Interests by negotiated acquisition without the commencement of an eminent domain proceeding authorized by this Resolution, then, upon the execution and delivery of the instrument(s) transferring interest in all or any of the Property Interests to LACMTA, this Resolution as to those Property Interests so acquired shall be automatically rescinded and extinguished, without further notice or additional action by this Board.

I, COLLETTE LANGSTON, Board Clerk of the Los Angeles County Metropolitan Transportation Authority, do hereby certify that the foregoing Resolution was duly and regularly adopted by a vote of two-thirds of all the members of the Board of the Los Angeles County Metropolitan Transportation Authority at a meeting held on the 23<sup>rd</sup> day

of January, 2025.

\_\_\_\_\_  
COLLETTE LANGSTON  
LACMTA Board Clerk

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

**ATTACHMENTS**

- Exhibit - A – Fee Interest Legal Description
- Exhibit - B – Fee Interest Plat Map
- Exhibit - C – Improvements Pertaining to Realty

EXHIBIT "A"  
PARCEL ESFV-E-012-1

**LEGAL DESCRIPTION**

**The land referred to herein is situated in the State of California, County of Los Angeles, City of Los Angeles and described as follows:**

Parcel A:

The Easterly 95.00 feet measured at right angles from the East line of Lot 6 of Tract No. 1532, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 22, Pages 130 and 131 of Maps, in the Office of the County Recorder of said County.

Except therefrom the South 501.00 feet thereof.

Parcel B:

The West 30.65 feet of the East 125.65 feet measured at right angles from the last line of Lot 6 of Tract No. 1532, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 22, Pages 130 and 131 of Maps, in the Office of the County Recorder of said County.

Except therefrom the South 501.00 feet thereof.

Parcel C:

The Easterly 215.00 feet measured at right angles from the East line of Lot 6 of Tract No. 1532, in the City of Los Angeles, County of Los Angeles, State of California, as per Map recorded in Book 22, Pages 130 and 131 of Maps, in the Office of the County Recorder of said County.

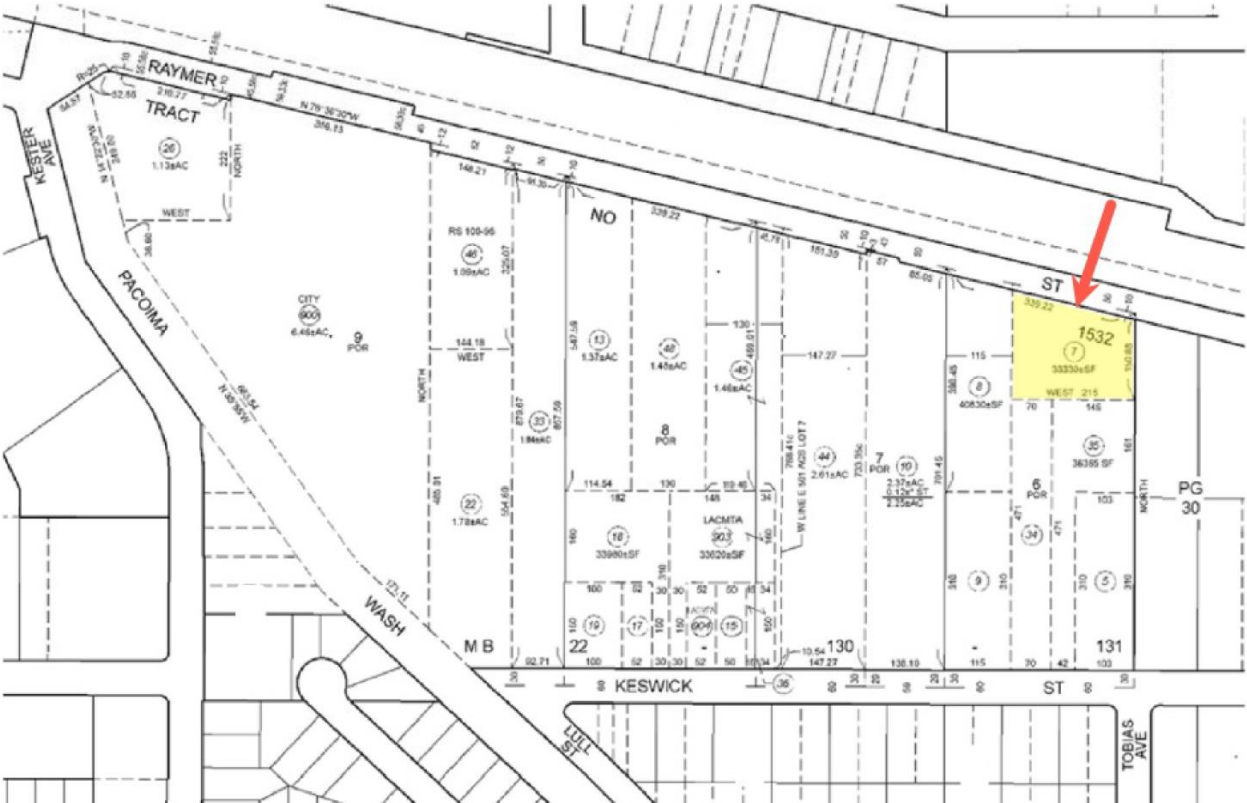
Except therefrom the easterly 125.65 feet thereof measured at right angles from the East line of said Lot.

Also except the South 501.00 feet thereof.

APN: 2210-025-007  
(End of Legal Description)

EXHIBIT "B"  
PARCEL ESFV-E-012-1

PLAT MAP



**EXHIBIT "C"**  
**PARCEL ESFV-E-012-1**

IMPROVEMENTS PERTAINING TO THE REALTY  
EFFECTIVE DATE OF VALUE - APRIL 28, 2023

Item No.	Qty.	Description
1	1	Truck scale, in-ground, with 10' x 70' platform, 100,000 lb. capacity, with: <ul style="list-style-type: none"> <li>1 Scale pit, concrete, 11' x 71'</li> <li>1 Weight display, RMS</li> <li>1 Remote weight display, Matko, Model no.: SBL-4</li> <li>1 Weight display controller, Scale Systems, Model no.: GSE 650</li> </ul>
2	1	Truck scale, above-ground, with 11' x 40' platform, 40,000 lb. capacity, with: <ul style="list-style-type: none"> <li>1 Scale platform, concrete, 40' x 16'</li> <li>1 Weight display controller, Scale Systems, Model no.: GSE 562</li> <li>1 Remote weight display, Matko, Model no.: SBL-4</li> <li>2 Ramps, concrete, 11' x 20'</li> <li>1 Barrier wall, 3/4" steel plate, 40' x 4' high</li> <li>1 Pipe bollard, 4.5" diameter x 41" high</li> <li>5 Pipe bollards, 4" x 4" x 30" high</li> <li>16 Linear feet of guard rail, steel</li> </ul>
3	30,000	Square feet of concrete and asphalt paving, in yard
4	6,690	Square feet of steel fencing cover, 8' to 10' high, on existing fences and gates, consisting of: <ul style="list-style-type: none"> <li>218 Linear feet along front</li> <li>184 Linear feet along right hand side</li> <li>72 Linear feet along back</li> <li>135 Linear feet along left hand side</li> <li>60 Linear feet of extended height, along left hand side</li> </ul>
5	1	Concrete block containment structure, 13' x 32' x 40" high, consisting of: <ul style="list-style-type: none"> <li>300 Square feet of concrete block wall, 8" thick, reinforced</li> <li>416 Square feet of concrete base slab</li> <li>126 Square feet of wood decking on frame, 12' x 10' 6"</li> <li>1 Steel stairs, 42" x 58" x 48", with hand railing</li> </ul>

**EXHIBIT "C"**  
**PARCEL ESFV-E-012-1 (Cont'd)**

IMPROVEMENTS PERTAINING TO THE REALTY  
EFFECTIVE DATE OF VALUE - APRIL 28, 2023

Item No.	Qty.	Description
6	1	Lot of yard lighting, with conduit and wiring, consisting of: 2 LED light fixtures on wooden pole, 10" dia. x 30' 1 LED light fixture on steel pole, 1.5" x 1.5" x 10' 1 Light fixture on steel pole, 4" x 4" x 16' 3 LED light fixtures, fence mounted
7	1	Built-in wall unit, 46" x 82" x 14", laminate, 6-tier
8	1	Built-in base cabinet, 6' x 30" x 14" to 24" deep, laminate, 5-door
9	1	Built-in file cabinet, 22" x 42" x 25", laminate, 3-drawer
10	110	Square feet of ceramic tile flooring, 12" x 12"
11	1	Alarm system, Bay Alarm, consisting of: 1 Control panel 1 Code pad 2 Motion sensors 1 Door contact
12	1	Overhead canopy, 12' x 3', tubular metal frame, canvas top
13	1	Service counter shelf, 79" x 16", stainless steel
14	1	Security window, 8' x 4', tubular metal, mesh facias
15	80	Square feet of accordion security gate, 8' x 10', metal frame, gates and track
16	24	Surveillance cameras, manufacturer and model no. not available, including wall mounts and cabling to office, consisting of: 13 Exterior 11 Interior
17	59	Square feet of security window bars, tubular metal
18	1	Bollard, 3' high, 5" diameter, metal, concrete filled

**EXHIBIT "C"**  
**PARCEL ESFV-E-012-1 (Cont'd)**

IMPROVEMENTS PERTAINING TO THE REALTY  
EFFECTIVE DATE OF VALUE - APRIL 28, 2023

Item No.	Qty.	Description
19	1	Sign cabinet, 9' x 4', metal, plastic facia
20	4	Bullhorns, manufacturer and model no. not available
21	6	Spotlights, 10" x 5", LED, wall-mounted
22	1	Security door, 30" x 80", tubular metal, metal mesh backing, with number lock
23	27	Wall letters, 10" high, "Welcome/ Bienvenidos/ Recycling", painted
24	18	Wall letters, 6" high, "www.scvrecycling.com", painted
25	1	Lot of painted wall logos, 2- bulls, 1- SVC
26	110	Square feet of pallet rack wall facia
27	265	Square feet of ceramic tile flooring, 12" x 12" tiles
28	1	Wall partition, 77" x 76" x 4", wood construction, plywood facia, 3 rear shelves, 4" to 9" deep, with upper plans storage box, 77" x 21" x 25", wood, 36-cubby
29	227	Square feet of ceramic tile flooring, 12" x 12" tiles
30	8	Linear feet of wall shelving, 12" deep, stainless steel
31	1	Wall shelf, 30" x 30" x 16", laminate, 4-cubby
32	1	Hand sink, 25" x 22" x 7" deep, stainless steel, single compartment, single mixing faucet, with rinse wand, including hose connection





**Hearing to Adopt Resolution of Necessity**

**East San Fernando Valley Light Rail Transit Project**

**Agenda Item # 2024-1082**



**Metro**

Regular Board Meeting  
January 23, 2025



# Hearing to Adopt Resolution of Necessity East San Fernando Valley Light Rail Transit Project

**Project:** Extends north from the Van Nuys Metro G-Line station to the Sylmar/San Fernando Metrolink Station, a total of 9.2 miles of a dual track light rail transit (LRT) system with 14 at-grade stations.

The initial operating segment (IOS) is defined as the southern 6.7 miles of the Project alignment. The IOS, identified as the southern segment, is street running in the middle of Van Nuys Boulevard and includes 11 at-grade center platform stations, 10 traction power substations, and a maintenance and storage facility for the LRT vehicles.

**Property Impacts:** Full Fee Simple Interest for one Maintenance and Storage Facility parcel.

**Property Locations:** See next slide for location.

**Relocation Impacts:** Project impacts will require 1 business to relocate.

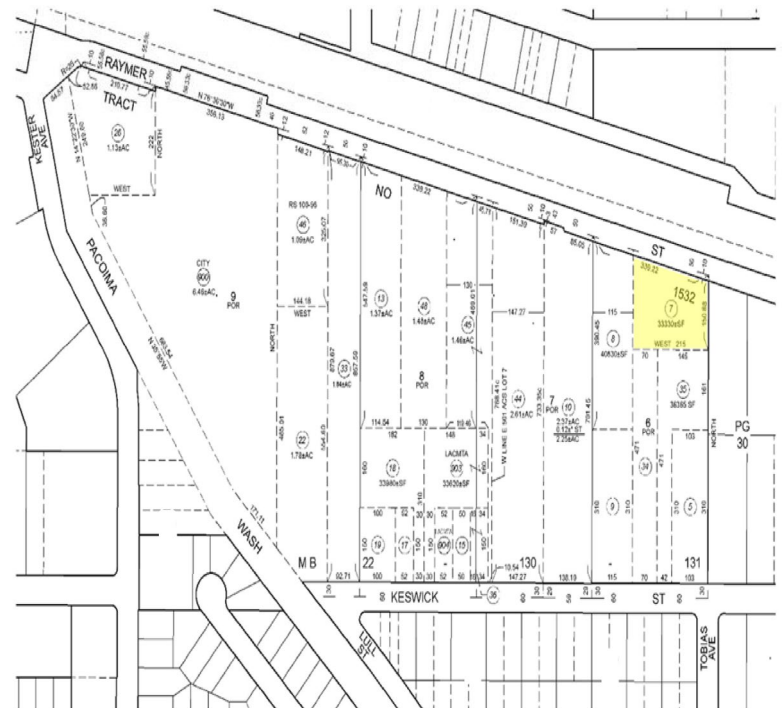
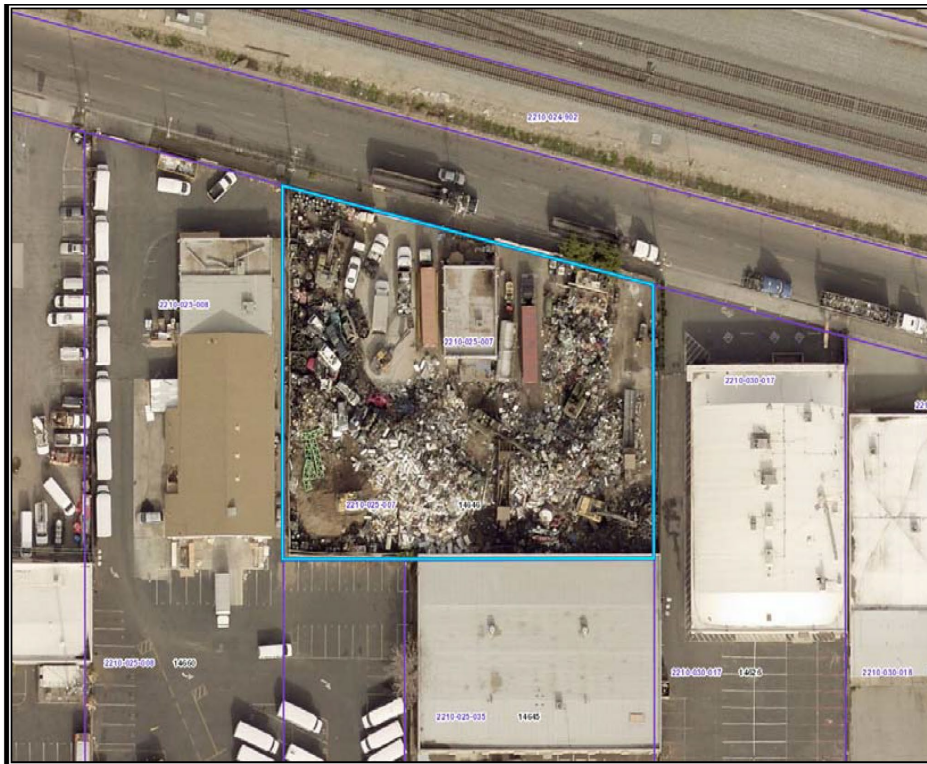
**Safety Impacts:** The Board action will not have an impact on LACMTA's safety standards.



# Hearing to Adopt Resolution of Necessity East San Fernando Valley Light Rail Transit Project

## PARCEL OVERVIEW

**ESFV-E-0012-1, 14646 Raymer Street, Van Nuys, California 91405**



# Hearing to Adopt Resolution of Necessity East San Fernando Valley Light Rail Transit Project

## ESFV-E-0012-1, 14646 Raymer Street, Van Nuys, California 91405

<u>Assessor's Parcel Number</u>	Project Parcel Number	Parcel Address	Purpose of Acquisition	Property Interest(s) Sought
2210-025-007	ESFV-E-0012-1	14646 Raymer St., Van Nuys, CA  (owner)	Construction and operation of the East San Fernando Valley Light Rail Transit Project	Fee Interest; and Improvements Pertaining to Realty
2210-025-007	ESFV-E-0012-1	14646 Raymer St., Van Nuys, <u>CA</u>  (tenant)	Construction and operation of the East San Fernando Valley Light Rail Transit Project	Improvements Pertaining to Realty

# Hearing to Adopt Resolution of Necessity East San Fernando Valley Light Rail Transit Project

## Relocation Benefits Provided to Displaced Business:

- Movement of Personal Property/Reconnection of Personal Property—No limit
- Re-Establishment Benefits
- Payment for Expenses Connected with Searching for a Replacement Site
- Professional services performed before purchase or lease of a replacement site; (feasibility reports, soil testing, etc.)
- Loss of Tangible Personal Property and Substitute Personal Property
- Advisory services
- Move Planning Services



**Metro**

# Hearing to Adopt Resolution of Necessity East San Fernando Valley Light Rail Transit Project

## **ESFV-E-0012-1, 14646 Raymer Street, Van Nuys, California 91405**

Staff recommends the Board make the below findings and adopt the Resolution of Necessity:

- The public interest and necessity require the proposed Project;
- The proposed Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury;
- The Property sought to be acquired, which has been described herein, is necessary for the proposed Project;
- The offer required by Section 7267.2 of the Government Code has been made to the Owner; and
- Whether the statutory requirements necessary to acquire the property or property interest by eminent domain have been complied with by LACMTA.





Thank you



Metro



**Board Report**

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**File #:** 2025-0032, **File Type:** Minutes

**Agenda Number:** 2.

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**REGULAR BOARD MEETING  
JANUARY 23, 2025**

**SUBJECT: MINUTES**

**RECOMMENDATION**

APPROVE Minutes of the Regular Board Meeting held December 5, 2024.



## BOARD OF DIRECTORS

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President, EW Strategies LLC

**Robert Puentes, Sec-Treasurer**  
CEO, Eno Center for Transportation

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Director Region 6, United Auto Workers Union

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**Xinge Wang**  
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## CO-EXECUTIVE DIRECTOR

Madeline Janis, Esq.

## DEPUTY DIRECTOR

Miranda Nelson

December 4, 2024

Board of Directors  
Los Angeles County Metropolitan Transportation Authority  
1 Gateway Plaza  
Los Angeles, CA 90012 United States

Stephanie Wiggins  
Chief Executive Officer  
Los Angeles County Metropolitan Transportation Authority  
1 Gateway Plaza  
Los Angeles, CA 90012 United States

Via e-mail to: [BoardClerk@metro.net](mailto:BoardClerk@metro.net)

## AGENDA ITEM #23: CALIFORNIA STATEWIDE FLEET VEHICLES CONTRACT (NON-REVENUE) - NEEDS MORE CONSIDERATION

Dear CEO Wiggins and Honorable Members of the Board,

Jobs to Move America is a coalition of community-based organizations, labor unions, environmental groups, transit advocates, and workforce development organizations unified in the belief that public investment in transportation and infrastructure should support quality U.S. manufacturing jobs and career opportunities for workers facing systemic racial, gender and socio-economic barriers to accessing quality employment.

We write to you to request that you delay voting to authorize the \$24 million contract to replace non-revenue vehicles discussed in Item #23 until there are more options for selecting a vehicle from a manufacturer that can demonstrate commitments to better pay, benefits, and high road working conditions for their workers and the employees of their suppliers.

The staff report to the board recommends purchasing 142 Hyundai Ioniq 5s for nearly \$7 million. However, Hyundai, who stands to receive a significant portion of this purchase, has a well-documented history of benefitting from exploitation and under-paid labor, that Metro has a responsibility to consider as it decides on vehicles for the agency to purchase.<sup>1</sup>

A 2022 Reuters investigation found that four major suppliers of Hyundai Motor Company and sister Kia Corporation, had employed child labor at Alabama factories in recent years.<sup>2</sup> While Hyundai initially committed to cease business

<sup>1</sup> <https://www.reuters.com/business/autos-transportation/us-labor-department-sues-hyundai-over-us-child-labor-court-filing-2024-05-30/>; <https://www.nytimes.com/2024/10/26/business/economy/prison-labor-alabama-hyundai.html?smid=nytcore-ios-share&referringSource=articleShare>

<sup>2</sup> <https://www.reuters.com/investigates/special-report/usa-immigration-hyundai/>

California

Illinois

New York/New Jersey

Alabama



as soon as possible” with the identified suppliers, Hyundai quickly walked back its commitment, stating in a statement to Reuters, that it had “canceled its plans to cut off suppliers where minors have worked.” Hyundai is currently being sued by the Department of Labor for “profiting off of child labor” due to the illegal employment of children as young as 12 years old in tier-1 supplier facilities throughout the state of Alabama.<sup>3</sup>

In October of this year, The New York Times investigated the “thin line” between work incentives, forced labor and “involuntary servitude” for incarcerated workers in Alabama’s Prison system.<sup>4</sup> Incarcerated workers contracted to Ju-Young, a Hyundai supplier, described an environment where participation is effectively mandatory, with fear of retaliation discouraging them from speaking openly about their conditions. These workers make only a few dollars an hour after the state collects their “charges”, knowing that refusing work could result in penalties such as extended incarceration, loss of parole opportunities, or reassignment to unpaid labor at prison facilities. After the publication of the New York Times story, all incarcerated workers at Ju-Young, including those who spoke to the reporter about their working conditions, were fired.

The Hyundai Ioniq 5s will be produced in Hyundai’s all-new manufacturing facility dedicated to the production of electric cars in Savannah, Georgia. Currently, Hyundai’s Alabama facility and Kia’s (a subsidiary of Hyundai) Georgia facility share many of the same suppliers. The company refuses to commit to ensuring suppliers to their electric vehicle plant in Georgia will be vetted to ensure the dissolution of employing children illegally or engagement in other illegal and exploitative practices.

While we support LA Metro’s urgency in replacing an aging, gas-fueled fleet of non-revenue service vehicles, we urge the Board to consider the impacts of how it utilizes its purchasing power. Currently, the Hyundai Ioniq 5s are the only fully-electric sedans available for purchase utilizing the Statewide Contracts. However, the state is currently in the process of executing new contracts after accepting bids in November for Cars, Trucks, Vans, and SUVs using alternative fuel, which include up to five new electric sedans that will be available for order. LA Metro should be in close coordination with the Department of General Services’ procurement division which is currently evaluating bids for this new contract which will create more opportunities for LA Metro to purchase vehicles that may be manufactured more responsibly, as well as the opportunity to electrify medium and heavy duty classified vehicles.

We support the board’s request for agency staff to report back within 120 days with a non-revenue vehicle purchasing policy that prioritizes zero-emission vehicles. This report-back should include an evaluation of job quality considerations for carmakers that is modeled after Metro’s existing Manufacturing Careers Policy that has made Metro a leader in raising the job standards in the transit and electric vehicle manufacturing industry.

Please consider Jobs to Move America, the United Autoworkers and our coalition as partners in working together with Metro to ensure that working families and Angelenos benefit from Metro’s bold vision for a transit rich future built with good jobs.

Sincerely,  
Aesha Mahmoud  
Researcher, Jobs to Move America

Mike Miller  
Director Region 6, United Autoworkers Union

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<sup>3</sup> [https://www.dol.gov/sites/dolgov/files/OPA/newsreleases/2024/24-1079-NAT\\_HyundaiComplaint.pdf](https://www.dol.gov/sites/dolgov/files/OPA/newsreleases/2024/24-1079-NAT_HyundaiComplaint.pdf)

<sup>4</sup> <https://www.nytimes.com/2024/10/26/business/economy/prison-labor-alabama-hyundai.html?smid=nytcore-ios-share&referringSource=articleShare>



he attached is :

Public Comment for Item Not on the Agenda, 5 December 2024

## **STOP ENVIRONMENTAL RACISM STOP SEGREGATED HOUSING IN THE Red Lined PICO NEIGHBORHOOD**

**THIS PHOTOGRAPH WAS TAKEN STANDING IN THE EMPTY LOT  
WHERE METRO WANTS TO BUILD 375 UNITS OF LOW INCOME  
HOUSING AT 17<sup>TH</sup> AND COLORADO IN SANTA MONICA  
THE PROJECT IS ADJACENT TO THIS CEMENT PLANT**

**THIS WILL BE THE VIEW FROM THE TENANTS  
LIVING ROOM**

**BUILDING LOW INCOME HOUSING IN THE Red Lined  
HISTORICALLY SEGREGATED PICO NEIGHBORHOOD VIOLATES  
FAIR HOUSING LAWS, & Gov.Code§8899.50 Affirmatively  
Furthering Fair Housing *AND IS A SIGNIFICANT HEALTH  
HAZARD TO THE TENANTS***



## GOAL 4

A community that provides equitable housing access to all neighborhoods.

The City of Santa Monica is generally more homogenous than the County as a whole. The majority of the City's residential population is White, followed by Hispanics and Asians, respectively. Blacks represent 4% of the population. One of the likely barriers to living in the City for non-Whites is the high cost of housing. Hispanics and Black households have the lowest median income in the City and County as a whole, and as a result, are often priced out of housing opportunities in the City.

For those households of color that can afford to live in Santa Monica, many of them are concentrated in neighborhood pockets of the City along the I-10 Freeway, and within the Pico, Downtown and Mid-City neighborhoods.

These patterns of segregation are largely the result of decades of structural racism deeply rooted in Federal, State, and local housing policies. This includes the adoption of exclusionary zoning, which was used primarily as a way to economically separate the wealthier Whites from Blacks/African Americans and other people of color. Since many Blacks/African Americans could not afford or were unable to receive mortgages to purchase homes, they were effectively driven out of single-family zoned neighborhoods. The federal policy of "redlining" that arose during the New Deal era

(1930s) also have contributed to the patterns of segregated neighborhoods. This discriminatory practice of determining who could qualify for home mortgages based on skin color led to widespread segregated communities across the country and prevented Blacks/African Americans from buying homes. In Santa Monica, areas that were redlined included the Pico Neighborhood, portions of the Mid-City neighborhood south of Santa Monica Boulevard, and Ocean Park. The pattern of redlined areas directly correlate with the areas where the non-White population, lower income households, and renter households are concentrated.

### Redlining

The term "redlining" refers to the discriminatory policy instituted by the federal government to create color-coded maps of every metropolitan area in the country to indicate where it was safe to insure mortgage. These maps were based on racial composition, quality of housing stock, access to amenities, etc. and were color coded to identify best (green "A" grade), still desirable (blue "B" grade), definitely declining (yellow "C" grade), and hazardous (red "D" grade) neighborhoods. Areas of the City that were predominantly commercial/industrial were not color coded.





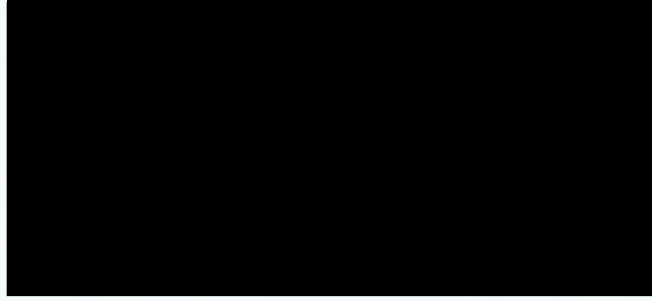


Home <<https://epa.gov/>> / Enforcement <<https://epa.gov/enforcement>>

# Health and Environmental Effects of Cement Plant Emissions

Cement plants are a significant source of sulfur dioxide, nitrogen oxide and carbon monoxide, which are associated with the following health and environmental impacts:

- Nitrogen oxide (NO<sub>x</sub>) can cause or contribute to a variety of health problems and adverse environmental impacts, such as ground-level ozone, acid rain, global warming, water quality deterioration, and visual impairment. Affected populations include children, people with lung diseases such as asthma, and exposure to these conditions can cause damage to lung tissue for people who work or exercise outside.
- Sulfur dioxide (SO<sub>2</sub>) in high concentrations can affect breathing and may aggravate existing respiratory and cardiovascular disease. Sensitive populations include asthmatics, individuals with bronchitis or emphysema, children, and the elderly. SO<sub>2</sub> is also a primary contributor to acid deposition, or acid rain.
- Carbon monoxide (CO) can cause harmful health effects by reducing oxygen delivery to the body's organs and tissues, as well as adverse effects on the cardiovascular and central nervous systems. CO also contributes to the formation of smog (ground-level ozone), which can cause respiratory problems.



December 2, 2024

**5 December Board Meeting**

**PUBLIC COMMENTS FOR ITEM NOT ON THE AGENDA**

Sent via email to: BoardClerk@Metro.net

SAY NO TO THE FOLLOWERS OF GEORGE WALLACE: REJECT THE STAFF PROPOSAL TO BUILD 375 UNITS OF LOW INCOME HOUSING AT 17<sup>TH</sup> AND COLORADO IN SANTA MONICA.

STOP ENVIRONMENTAL RACISM BUILDING HOUSING ADJACENT TO A CEMENT PLANT WILL BE UNSAFE FOR THE RESIDENTS

**“We know that it’s not by coincidence that poor people are relegated to the Pico neighborhood” de laTorre said. “We know that it was by design<sup>1</sup>. Segregation is a root cause of the dilemma we face today” [FORMER]School Board Member Oscar De La Torre quoted in [www.Surfsantamonica.com](http://www.Surfsantamonica.com) December 2004**

DUMPING MORE LOW INCOME HOUSING IN RED LINED PICO NEIGHBORHOOD VIOLATES FAIR HOUSING LAWS

**THE CITY OF SANTA MONICA HAS BEEN ENGAGED IN A “GEORGE WALLACE” POLICY OF HOUSING SEGREGATION**

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<sup>1</sup> The “design” Mr. De La Torre is referring to is the saturation of the Pico Neighborhood with city developed low income housing projects after the restrictive covenants were declared unconstitutional by the US Sup. Court



THE CONTINUED DEVELOPMENT OF MORE LOW INCOME RENTAL HOUSING IN THE PICO NEIGHBORHOOD VIOLATES *BROWN vs. THE BOARD OF EDUCATION OF TOPEKA KANSAS* 347 U.S. 483 (1954)

## **Santa Monica's History of Segregation**

During the 1920's to the late 1940's the house lots North of Santa Monica Blvd and South of Pico Blvd had "restrictive covenants" that prohibited Blacks, Latinos and Asians from living in those neighborhoods. The minorities were restricted to living in what is called The Pico Neighborhood.<sup>2</sup> The US Supreme Court declared the restrictive covenants unconstitutional.<sup>3</sup> However, according to a 1988 SMMUSD study more than 30 years after *Brown v The Bd of Education of Topeka Kansas* the schools serving the Pico Neighborhood were segregated. The study noted "**Historic housing patterns**"<sup>4</sup> probably preclude any immediate solutions for desegregating the District." Over 50 years after *Brown v. The Board of Education of Topeka Kansas* ruled segregated schools unconstitutional the children residing in the Pico Neighborhood still attend segregated elementary and middle schools due to City site selection of low income housing projects.

The City of Santa Monica intentionally segregates the minority residents primarily in the historically segregated neighborhood with segregated schools via their site selection of low income housing development concentrated in the historically segregated Pico Neighborhood (zip code 90404).

## **THE CITY OF SANTA MONICA ADOPTED A "GEORGE WALLACE" POLICY OF HOUSING SEGREGATION THROUGH THE SITE SELCTION PROCESS WHEN DEVELOPING LOW INCOME HOUSING PROJECTS**

Specifically the City of SM has a history of restricting funding for low income housing projects in the minority Pico Neighborhood. This was accomplished through development agreements with commercial developers<sup>5</sup> that

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<sup>2</sup> East of Lincoln Blvd between Pico on the South and Santa Monica Blvd on the North.

<sup>3</sup> *Shelley v. Kraemer*, 334 U.S. 1 (1948), is a landmark United States Supreme Court case that struck down racially restrictive housing covenants.

<sup>4</sup> The "historic housing patterns" refers to the segregated housing as a consequence of the "restrictive covenants" South of Pico Blvd and North of Santa Monica Blvd. that limited residence in those neighborhoods to "whites only", the minorities were allowed to reside in the Pico Neighborhood.

<sup>5</sup> The developers of Colorado Place were required to develop low income housing in the Pico Neighborhood.



required the development of low income housing in the minority Pico Neighborhood, rather than in the white areas of town.

The City also created the Pico Neighborhood Housing Trust Fund. [PNHTF]The terms of the fund limited the development of low income housing with money from the fund geographically to the Pico Neighborhood. The City Council members, none of whom lived in the Pico Neighborhood then through the budget process allocated money to the PNHTF. This of course prevented the development of low income housing in their white neighborhoods. Trust funds were not established to develop low income housing in the white neighborhoods.

**The neighborhood with the greatest number of multifamily low income units is the historically segregated Pico Neighborhood.**

In *Pico Neighborhood Assn. v City of LA* , Case no BC 616804 a civil rights voting lawsuit by Pico Neighborhood residents, the plaintiffs discovered a tape of [former] Councilmember Zane, at a **July 1992** City Council hearing where he stated that **“the Pico Neighborhood has a DISPROPORTIONATE share of affordable housing.”** The council voted against district elections. The City continued *dumping* [the “term” used by the Judge] low income housing in the historically segregated Pico Neighborhood to perpetuate the segregation of minorities, and deny them an opportunity to live in the North of Wilshire/San Vicente neighborhood with the now unenforceable restrictive covenants.

The report from the SMMUSD from July 1988 stated “Historic Housing Patterns probably preclude any immediate solutions for desegregating the District.” More than 36 years later due to SMRR council members dumping a disproportionate number of low income housing units in the Pico Neighborhood the schools are still segregated.<sup>6</sup>

### **The City and METRO must now comply with Supreme Court Cases**

On June 25, 2015, in *Texas Dep't of Housing and Community Affairs v. Inclusive Communities Project*, the *U.S. Supreme Court* held that a plaintiff may establish a *prima facie* case for discrimination under the *Fair Housing Act* (FHA) on the basis of statistical evidence that a governmental policy causes a disparate impact, without proof that the discrimination was intentional. The case, involved the allocation of low-income housing tax credits. But Justice Kennedy's opinion for the 5-4 majority (Chief Justice Roberts and Justices

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<sup>6</sup> Over the past 18 months the City has funded the development of over 250 units of low income housing in the historically segregated Pico Neighborhood, in clear violation of State and Federal Fair Housing laws. See citations herein.



Scalia, Thomas and Alito dissented), made it clear that the Court's analysis extended to any claim under FHA, including claims based on local land use regulation. In fact, Justice Kennedy pointed directly at “zoning laws and other housing restrictions that function unfairly to exclude minorities from certain neighborhoods without any sufficient justification,” commenting that suits “targeting such practices reside at the heartland of disparate-impact liability.”

### **The Court's Analysis**

The effect of this is that bringing an FHA claim reverses the usual burden of proof in challenging the substance of a land use regulation. The FHA makes it unlawful to “make unavailable or deny, a dwelling to any person because of race, color, religion, sex, familial status, or national origin.” 42 U.S.C. § 3604(a). Basically, applying the employment discrimination analogy, if the plaintiff adequately pleads statistical evidence that a local government policy has caused a disparity in housing patterns along lines protected by the statute, the burden shifts to the defendant to justify the regulation.

In the context of land use regulation, this analysis reverses the burden of proof in challenging the substance of a land use regulation. In a traditional substantive due process challenge, there is a heavy burden on the plaintiff to overcome the presumption of constitutionality and establish that the regulation is irrational. Now, in an FHA case, where the plaintiff can establish that there is disparate impact, the local government has to prove that the regulation is rational.

## **I HAVE DONE THE RESEARCH FOR METRO COUNSEL**

Of course in Santa Monica limiting the funding for low income housing projects ONLY in the Pico Neighborhood establishes the action by the City was an intentional violation of Fair Housing laws. Based on *Gautreaux v. Chicago Housing Authority*, 304 F. Supp. 736 (N.D. Ill 1969) enforcing 296 F. Supp. 907 (N.D. Ill. 1969) and *Gautreaux v. Landrileu*, 523 F. Sup. 665, 674, (N.D.Ill. 1981);425 U.S. 284; *Otero v. NY Housing Authority*, 484 F.2d. 1122 (2<sup>nd</sup> Cir. 1973), *United States v. Yonkers Board of Education*, 624 F.Supp. 1276 (S.D.N.Y.1985). *NAACP v. HUD*, 801 F.2d 593(1<sup>st</sup> Cir. 1986) , 817 F.2d 149 (1<sup>st</sup> Cir. 1987), *Thompson v. HUD* 348 F. Supp. 2d 398 (Md. 2005), *Texas Dept. of Housing and Community Affairs v. Inclusive Communities Project, Inc.*, 576 U.S. 519 (2015), 42 U.S.C. Section 3608(e)(5) and 24 C.F.R. 1.4(b)(1)(iii)(&(iv) and of course *Brown v The Board of Education of Topeka Kansas*. The METRO proposal to build low income housing at 17<sup>th</sup> and Colorado in the historically segregated Pico Neighborhood violates Fair Housing laws. With over 1000 units of government deed restricted low income housing in the Pico Neighborhood this proposal also violates Government Code §8899.50 AFFH and must be rejected.

In the *Yonkers* court case the Court held, “While placing low cost housing in low income neighborhoods might have made perfect sense to an earlier generation of public housing officials, [**Judge**] **Sand found it unjustifiable.**”

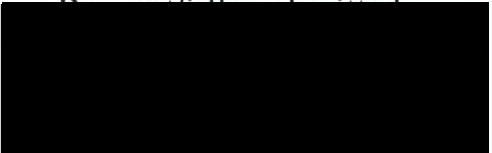


The initial City of SM Housing Element was rejected because the State determined there was a “pattern of segregation” of the Pico Neighborhood and dumping more low income housing in the Pico Neighborhood “perpetuated segregation”.

The schools in the Pico Neighborhood are segregated due to the historic segregated housing patterns.

To quote Bob Dylan: “Liberty is Equality in School” There will be no equality in school if government keeps dumping low income housing in the historically segregated Pico Neighborhood

The staff comment that 45% of the residents within 1 mile of the project are “rent burdened” is false. No source of the information was provided. The methodology is flawed. There are over 1000 units of deed restricted low income housing in the Pico Neighborhood. By definition they only pay 1/3 of their income in rent. Assuming arguendo this is correct, will those rent burdened tenants be assigned a unit? We know the answer is NO, because no government agency knows who these people are.



**THE PICO NEIGHBORHOOD HAS THE FOLLOWING REGIONAL SOCIAL SERVICE PROJECTS**

1. Salvation Army Residential Rehab at 11<sup>th</sup> and Olympic
2. CLARE Fde. Residential Rehab on Pico at 9<sup>th</sup> St. and 11<sup>th</sup> St. and on 9<sup>th</sup> St.
3. Two Ocean Park Community Center 55 bed homeless shelters
4. 55 unit Permanent Supportive Housing built by Marin County Developers at 1413 Michigan Ave.
5. The Manor residential housing for the mentally ill at 19<sup>th</sup> and Pico
6. The Manor residential housing for the mentally ill at 21<sup>st</sup> and Pico
7. Proposed 7 story low income homeless housing at 1634 20<sup>th</sup> St.

Attachments included with this letter



As noted in Findings A5 and A6, the element requires a complete analysis of potential governmental and non-governmental constraints. Depending upon the results of that analysis, the City may need to revise or add programs and address and remove or mitigate any identified constraints. In addition:

- *Program 1B (Streamline the Architectural Review):* While the program commits to adopt new streamlining procedures, it should include specific commitments to address identified constraints such as approval findings as noted in Finding A5.
- *Program 1D (Explore Reducing or Eliminating Parking Requirements):* In addition to exploring changes to parking requirements, the program should commit to actual modifications of parking requirements.

4. *Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics protected by the California Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2), Section 65008, and any other state and federal fair housing and planning law. (Gov. Code, § 65583, subd. (c)(5).)*

As noted in Finding A1, the element requires a complete analysis of AFFH. Depending upon the results of that analysis, the City may need to revise or add programs to affirmatively further fair housing. In addition, Program 4D (Rezoning Selected Portions of R1 Zone Neighborhoods) notes historical practices have perpetuated segregation and hinder fair access to housing. As a result, the program should go well beyond exploring options and must commit to meaningful and sufficient actions to overcome patterns of segregation and foster inclusive communities. These actions should not be limited by the regional housing needs allocation and must include metrics and milestones as noted under Finding A1.

5. *The housing program shall preserve for low-income household the assisted housing developments identified pursuant to paragraph (9) of subdivision (a). The program for preservation of the assisted housing developments shall utilize, to the extent necessary, all available federal, state, and local financing and subsidy programs identified in paragraph (9) of subdivision (a), except where a community has other urgent needs for which alternative funding sources are not available. The program may include strategies that involve local regulation and technical assistance. (Gov. Code, § 65583, subd. (c)(6).)*

**Program 3C: Facilitate the Conservation of Restricted and Non-Restricted At-Risk Housing:** This program commits the City to annual monitoring of its affordable housing stock at-risk of conversion to market rate. The program should be revised to commit the City to notifying residents and owners of potential conversion dates, coordinating with qualified entities for potential purchase, and to seek funding assistance specifically for these type projects.



**DESEGREGATION  
&  
INTEGRATION  
STUDY COMMITTEE**

**REPORT**

**TO**

**BOARD OF EDUCATION**

**JULY 1988**

SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
1651 Sixteenth Street  
Santa Monica, California 90404



TO: Desegregation and Integration Study Committee

FROM: Jon G. Campbell  
Supervisor  
Instructional Support Staff

DATE: February 1988

Based on the Fall 1987 racial-ethnic survey, the following chart depicts the status of the district regarding segregated schools, "in danger" of becoming segregated schools, and racially isolated schools.

-----  
BASED UPON AN ELEMENTARY MINORITY ENROLLMENT OF 47.3%

School	Minority Percentage	Segregated (+20%)	In Danger (+15-20%)	Racially Isolated (-20%)
Webster	15.1			RI
Malibu Park	18.1			RI
Alternative	26.0			RI
Franklin	28.0			
Roosevelt	33.9			
Grant	47.1			
Muir	63.1		ID	
Rogers	69.3	Seg		
McKinley	70.3	Seg		
Edison	91.3	Seg		

Elementary  
Segregated: 67.3% - 100% minority enrollment  
In Danger: 62.3% - 67.3% minority enrollment  
Racially Isolated: 0 - 27.3% minority enrollment

-----  
BASED UPON THE JUNIOR HIGH MINORITY ENROLLMENT OF 44.9%

Malibu Park	18.1			RI
Lincoln	42.6			
John Adams	58.8			

Junior High  
Segregated: 64.9% - 100% minority enrollment  
In Danger: 59.9% - 64.9% minority enrollment  
Racially Isolated: 0 - 24.9% minority enrollment

-----  
Olympic 43.2  
Samohl 36.3

TOTAL DISTRICT MINORITY PERCENTAGE 43.0

BOARD OF EDUCATION ACTION 6/23/84

ANY SCHOOL WHICH HAS A MINORITY STUDENT POPULATION OF 20 PERCENTAGE POINTS OR MORE ABOVE THE DISTRICT AVERAGE IN ITS RESPECTIVE CATEGORY (ELEMENTARY, JUNIOR HIGH SCHOOLS) MAY BE CONSIDERED SEGREGATED.

ANY ELEMENTARY OR SECONDARY SCHOOL THAT IS 15 - 20 PERCENTAGE POINTS ABOVE THE ELEMENTARY OR SECONDARY MINORITY ENROLLMENT AVERAGE MAY BE DEFINED AS "IN DANGER" OF BECOMING SEGREGATED.

## CONCLUSIONS AND RECOMMENDATIONS

1. According to the current definition of segregated schools, the District has some segregated schools despite its voluntary desegregation plan. Three elementary schools are segregated; one elementary school is in danger of being segregated; three schools elementary schools are racially isolated.
2. The District's performance on CAP is directly related to the Social Economic Status (SES) levels and ethnicity percentages. Both variables appear to affect achievement performance on the CAP tests.
3. Stricter enforcement of District guidelines on transfers and out-of-district enrollment offer the greatest opportunity for bringing the District into greater compliance. McKinley and Rogers could become desegregated schools if voluntary transfers are carefully monitored. ~~Historic housing patterns probably preclude any immediate solutions, for desegregating the District.~~ The Spanish Immersion Program is an attempt by the District, as is the lowering of class size, to rectify the segregated status of Edison.
4. The desegregation plan should be implemented, understood and fully budgeted.
5. De-segregation issues and concerns should be given a high priority in all decisions relating to transfer of students, educational programs, staffing and budgets.
6. A major desegregation task force should be formed in order to study in depth the findings and recommendations this committee has reported. Subcommittee's should be formed to study the specific areas as mentioned in this report and seek solutions.

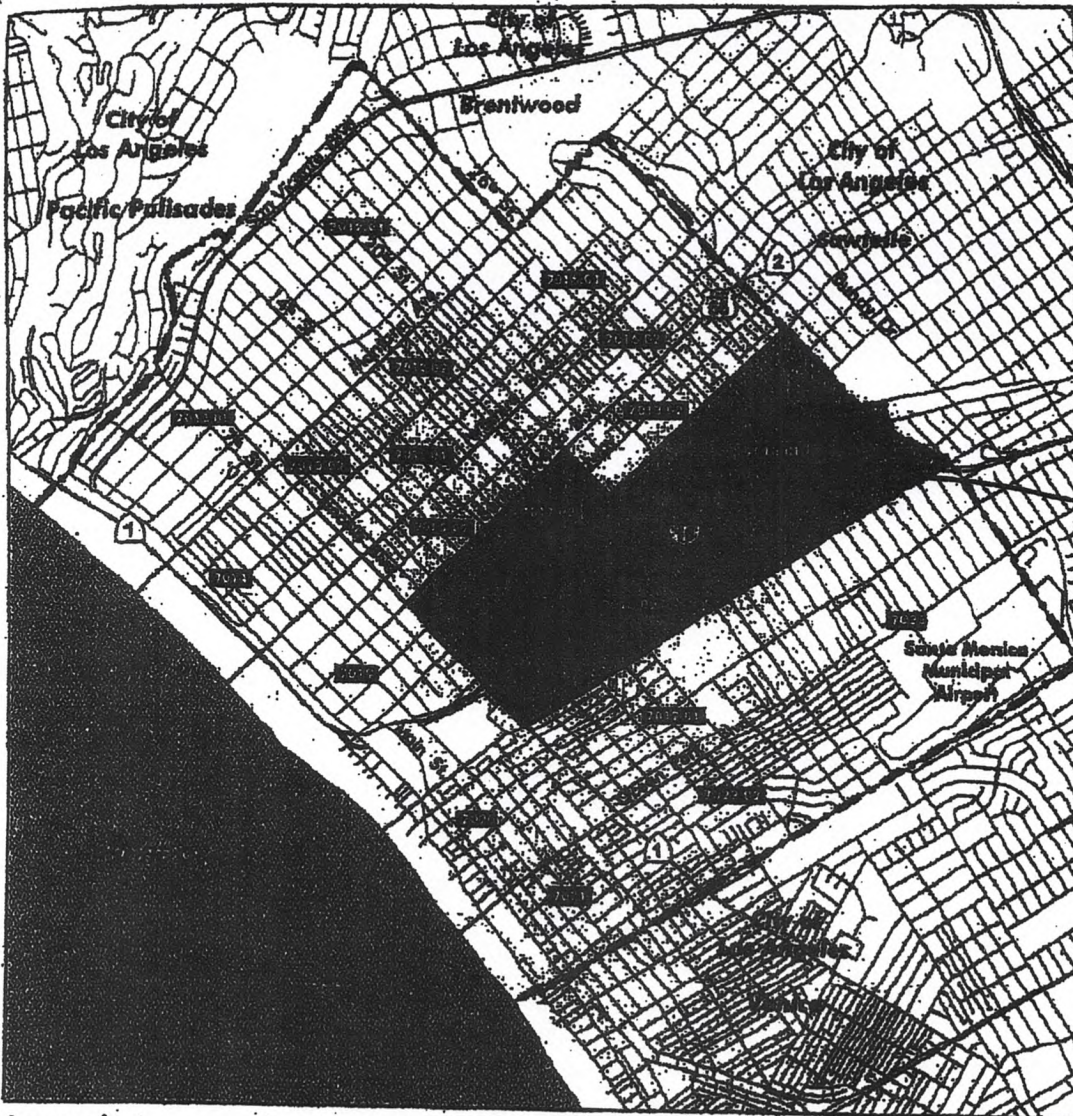


SANTA MONICA-MALIBU UNIFIED SCHOOL DISTRICT  
Human Resources Department

Racial & Ethnic Distribution  
October, 2010

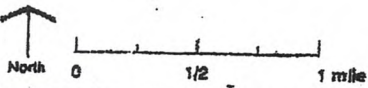
SCHOOL	MINORITY										WHITE			TOTAL Enrollment	MINORITY TOTAL	%
	AMERICAN INDIAN ALASKAN NATIVE	ASIAN	PACIFIC ISLANDER	FILIPINO	HISPANIC	BLACK not of Hispanic Origin	Multiple or no Response	not of Hispanic Origin	TOTAL	%	%					
Cabrillo	0 0.00%	4 1.57%	0 0.00%	3 1.18%	47 18.50%	10 3.94%	1 0.39%	189 74.41%	254 74.41%	64 25.20%						
Edison	1 0.22%	13 2.90%	1 0.22%	0 0.00%	279 62.14%	20 4.45%	11 2.45%	124 27.62%	449 27.62%	314 69.93%						
Franklin	0 0.00%	77 9.97%	4 0.52%	2 0.26%	34 4.40%	11 1.42%	13 1.68%	631 81.74%	772 81.74%	128 16.58%						
Grant	4 0.63%	40 6.34%	2 0.32%	4 0.63%	172 27.26%	56 8.87%	7 1.11%	346 54.83%	631 54.83%	278 44.06%						
McKinley	4 0.91%	59 13.41%	1 0.23%	6 1.36%	151 34.32%	56 12.73%	7 1.59%	156 35.45%	440 35.45%	277 62.95%						
Muir	3 0.95%	19 6.01%	1 0.32%	3 0.95%	109 34.49%	47 14.87%	8 2.53%	126 39.87%	316 39.87%	182 57.59%						
Pt. Dume	3 1.10%	12 4.40%	2 0.73%	0 0.00%	14 5.13%	11 4.03%	1 0.37%	230 84.25%	273 84.25%	42 15.38%						
Rogers	1 0.20%	17 3.42%	1 0.20%	4 0.80%	245 49.30%	74 14.89%	35 7.04%	120 24.14%	497 24.14%	342 68.81%						
Roosevelt	5 0.64%	84 10.76%	5 0.64%	18 2.30%	94 12.04%	35 4.48%	34 4.35%	506 64.79%	781 64.79%	241 30.86%						
Webster	0 0.00%	21 5.57%	6 1.59%	1 0.27%	31 8.22%	8 2.12%	2 0.53%	308 81.70%	377 81.70%	67 17.77%						
SMAASH K-5	1 0.67%	26 17.45%	0 0.00%	3 2.01%	2 1.34%	9 6.04%	0 0.00%	108 72.48%	149 72.48%	41 27.52%						
SMAASH 6-8	0 0.00%	6 8.11%	0 0.00%	3 4.05%	6 8.11%	9 12.16%	0 0.00%	50 67.57%	74 67.57%	24 32.43%						
Adams	1 0.10%	39 3.74%	6 0.58%	9 0.86%	525 50.38%	121 11.61%	13 1.25%	328 31.48%	1,042 31.48%	701 67.27%						
Lincoln	9 0.80%	121 10.72%	10 0.89%	12 1.06%	191 16.92%	70 6.20%	7 0.62%	709 62.80%	1,129 62.80%	413 36.58%						
Malibu 6-8	1 0.22%	17 3.73%	3 0.66%	4 0.88%	47 10.31%	15 3.29%	0 0.00%	369 80.92%	456 80.92%	87 19.08%						
Malibu 9-12	1 0.14%	13 1.85%	5 0.71%	2 0.28%	63 8.95%	13 1.85%	0 0.00%	607 86.22%	704 86.22%	97 13.78%						
Olympic	0 0.00%	4 3.57%	1 0.89%	0 0.00%	58 51.79%	11 9.82%	0 0.00%	38 33.93%	112 33.93%	74 66.07%						
Santa Monica	9 0.29%	212 6.83%	25 0.81%	21 0.68%	1,067 34.39%	335 10.80%	19 0.61%	1,415 45.60%	3,103 45.60%	1,669 53.79%						
<b>TOTALS:</b>	<b>43 0.37%</b>	<b>784 6.78%</b>	<b>73 0.63%</b>	<b>95 0.82%</b>	<b>3,135 27.12%</b>	<b>911 7.88%</b>	<b>158 1.37%</b>	<b>6,360 55.02%</b>	<b>11,559 55.02%</b>	<b>5,041 43.61%</b>						
Elementary Schools Grades K-5	22 0.45%	372 7.53%	23 0.47%	44 0.89%	1,178 23.85%	337 6.82%	119 2.41%	2,844 57.58%	4,939 57.58%	1,976 40.01%						
Middle Schools Grades 6-8	11 0.41%	183 6.78%	19 0.70%	28 1.04%	769 28.47%	215 7.96%	20 0.74%	1,456 53.91%	2,701 53.91%	1,225 45.35%						
Secondary Schools Grades 9-12	10 0.26%	229 5.84%	31 0.79%	23 0.59%	1,188 30.31%	359 9.16%	19 0.48%	2,060 52.56%	3,919 52.56%	1,840 46.95%						





**Legend**

- City Boundary
- Streets
- Census Tract Boundary
- 73703 Census Tract Number
- ◆ Census Tracts with more than 30% Minority Population



City of Santa Monica

Source: 2000 Census

**Figure 1**  
**Minority Population**  
**by Census Tract**





News

# Metro shares vision for 17th/SMC affordable housing site

by Thomas Leffler  
October 25, 2024



An affordable housing development could be constructed around the 17th St/Santa Monica College Expo Line station in 2027 Credit: Courtesy graphic



Metro Los Angeles laid out its preliminary plans for an income-restricted housing development adjacent to the 17th Street/Santa Monica College Expo Line station this week.

Wednesday evening, Metro officials shared its housing vision via a virtual community meeting, planning to take underutilized Metro-owned properties and through collaboration with communities and private developers, build “transit-oriented development” aimed at a range of income levels. A Request for Proposals (RFP) to developers will be released this coming Winter season, with negotiations between Metro and a selected developer set for early 2025.

Having worked through its Joint Development program to develop a bevy of sites already, the 17th/SMC project is part of Metro’s 10,000 Home Commitment, a plan to have 10,000 units (5,000 affordable) by 2031. So far, 2,362 units have been completed, 930 of those affordable.

“As part of our effort to bring more complete, equitable, transit-oriented communities to Los Angeles, we also build housing on our vacant and underutilized Metro property, and we’ve been doing it for some time, but in the last several years, we really have honed our focus on housing, and we’ve adopted our informal tagline and mission to build as much housing as possible, as quickly as possible, for those who need it most,” Metro Joint Development Deputy Executive Officer Wells Lawson said.

The development, which according to the Metro website is slated for a unit range of 275-380, is planned to be built over four parcels of land just south of Colorado Ave. between 16th and 18th Street Metro Joint Development Principal Transportation Planner Mica O’Brien presented the outline for development space, with no building details to be shared until a developer is chosen.

O’Brien stated that the easternmost parcel on the corner of Colorado and 18th is an underutilized Metro Park and Ride lot with 65 parking stalls, which she added was underutilized due to roughly 90% of transit riders arriving at the station by means other than a car.

The largest parcel is currently leased to Crossroads Elementary School for bus and car parking, as well as carpool pickup and drop-off. The remaining parcels between 16th and 17th Street, O’Brien noted, were “vacant in terms of transit.”

Out of the over 400 responses received by Metro thus far, the potential need to keep parking available for local destinations like Crossroads and SMC was one of the top concerns. Wells stated that there is consideration to include that any RFP should include “at least 100” of “community spaces” that can supplement any parking space loss from development.

He added that the plan is to require RFPs to “prepare a plan” that would continue to provide for safe access to the schools and other local spots.

“We’re going to make sure that the developers come forward with a plan that includes those pickup and drop-off facilities for the cars and buses, and the walk, bike and roll kind of means to getting to areas ... we will be selecting a developer that has the chops to manage that,” Wells said.

For questions related to the would-be residents of such a development, Wells said he is not sure about the percentage of affordable units yet or the background of any future unit occupiers, but that Metro policy prioritizes income-restricted housing. Demographic data taken by the organization found that within a mile of the 17th/SMC station, 45% of the population is rent-burdened, meaning spending more than 30% of monthly income on rent.

The data also showed that 95% of housing in the area is occupied, with O’Brien adding that they know “low residential vacancy drives up rent,” adding to the goal of creating housing “for those who need it most.”

“Given the incomes and housing cost burdens in the area, we see this site as having the potential to address some of the challenges that area residents are facing,” O’Brien said.

After a developer is chosen for the site, the developer-led public engagement period will begin in Spring 2025, followed by Metro Board considering a recommendation of the project in early 2026. If all financing for the project is secured, construction would be slated to begin in early 2027.

For those that missed the community meeting, a community input survey is currently available [here](#).

*thomas@smdp.com*



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

213.922.2000 Tel  
metro.net

November 18, 2024

The Honorable Janice Hahn, Chair  
Members of the Metro Board of Directors  
Los Angeles County Metro  
One Gateway Plaza  
Los Angeles, CA 90012-2952

Re: Renaming of Long Beach Bl C Line Station

Honorable Chair and Metro Board Members,

Metro's Service Councils are appointed by the Metro Board to review and approve bus service changes, and provide monthly opportunities for the public to engage with Metro about service, policies, and programs.

At our November 14 meeting, the Gateway Cities Service Council approved a motion to formally request the renaming of the Long Beach Bl C Line Station to Lynwood Station. Metro's Station Naming policy states that:

1. Property naming will identify transit facilities so as to provide immediate recognition and identification for daily riders as well as periodic users and visitors. Transit facilities include rail stations, bus rapidway stations, transit centers, bus stops and other properties frequented by the public. Property names will be identified based on the following:
  - Adjacent or nearby street or freeway
  - Well-known destination or landmark
  - Community or district name
  - *City name - if only one Metro property is located within a city*

It also states that names should, "Avoid inclusion of unnecessary words that may describe the property's location, but are not part of that location's commonly known name." This station is the only Metro station in Lynwood, and there is rider confusion as to whether the station is in Long Beach due to the current name; this location is not commonly referred to as Long Beach Bl.

The policy describes the process for renaming a station as follows:

Requests to rename properties after Board action and the release of project construction documents may be considered by the Board. Property name changes must be approved by a vote of two-thirds of the Board members. All costs associated with changing a property name, including any signage revisions and market research to determine if the proposed name is recognizable by the general public, will be paid for by the requestor unless otherwise determined by the Board.



With the new signage, maps, and timetables being produced for the LAX/Metro Transit Center Station, now would be an ideal time to make this change as the new name could be incorporated into those products, thus reducing the overall cost of the change. It would also reduce rider confusion which will be key during the multiple special events that the greater Los Angeles area is preparing for, such as the 2026 World Cup, Super Bowl LXI in 2027, and the 2028 Olympics and Paralympics Games. This is particularly key for the 2028 events, as there are several event venues within the City of Long Beach. Lastly, this change would promote civic pride and transit usage within the Lynwood community.

We encourage the Metro Board to take these factors into consideration and support the renaming of the Long Beach Bl C Line Station to Lynwood Station. Our Service Council stands ready to continue to work with Metro to address community transportation concerns and improvements.

Sincerely,



Juan Muñoz Guevara  
Chair, Gateway Cities Service Council  
Lynwood City Council\*



Raul Añorve  
Vice Chair, Gateway Cities Service Council  
Long Beach Ethics Commission\*

\*for identification purposes only.

cc: Stephanie Wiggins, CEO, Metro  
Conan Cheung, Chief Operations Officer  
Jennifer Vides, Chief Customer Experience Officer

## December 2024 RBM General Public Comment

**From:** [REDACTED]

**Sent:** Monday, November 4, 2024 12:08 PM

**To:** cityclerk@hermosabeach.gov; cityclerk@manhattanbeach.gov; Eleanor Manzano <cityclerk@redondo.org>; cityclerk@torranceca.gov; info <info@lalafo.org>; executiveoffice@bos.lacounty.gov; mhsa@dhcs.ca.gov; MHSOAC <MHSOAC@mhsoc.ca.gov>; info@allcove.org; cc: Garth Meyer <gmeyer@easyreadernews.com>; tevains@scng.com; Nils Nehrenheim <nils.nehrenheim@redondo.org>; marc.wiener@redondo.org; paige.kaluderovic@redondo.org; Sean Scully <sean.scully@redondo.org>; todd.loewenstein@redondo.org; Zein Obagi <zein.obagi@redondo.org>; scott.behrendt@redondo.org; citycouncil@hermosabeach.gov; danwitters@gallup.com; dan\_witters@gallup.com; Al.Muratsuchi@asm.ca.gov; Ben.Allen@sen.ca.gov; Holly J. Mitchell <HollyJMitchell@bos.lacounty.gov>; James Light <james.light@redondo.org>; cityclerk@hermosabch.org; Mayor Pro Tem Ray Jackson <rjackson@hermosabeach.gov>; jmassey@hermosabeach.gov; dfrancois@hermosabeach.gov; rsaemann@hermosabeach.gov; mdetoy@hermosabeach.gov; rmontgomery@manhattanbeach.gov; jfranklin@manhattanbeach.gov; ahoworth@manhattanbeach.gov; dlessner@manhattanbeach.gov; snapolitano@manhattanbeach.gov; citycouncil@manhattanbeach.gov; Michael Webb <michael.webb@redondo.org>; Board Clerk <BoardClerk@metro.net>; mayor@lacity.gov

**Subject:** Public Comment all Agencies: Failure of BCHD to Track Non-Resident Expenditures of District Resident Funds

The District was formed for the benefit of "residents who reside within the District" according to Superior Court filings.

BCHD has acknowledged that only 2 programs - Bluezones restaurants and Home Health Care (about \$1.1M of \$15M budget) require residency.

Yet, BCHD does not even bother to track taxpayer expenditures on NON-RESIDENT SERVICES. How can that be?

Dear Resident,

Please see below for the District's response to your public records request received 10/21/24 that reads:

Q. Provide documents for FY 2023-24 for all expenditures on non-residents of the district, including capital and operating expenditures on facilities and program utilized by non-residents.

A. There are no responsive documents.

**From:** [REDACTED]  
**Sent:** Saturday, November 9, 2024 3:14 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Re: ITC Funds

I'd also like to mention that these emails listed [here](#) were blocked or I received an error:

[Mayor@cityofinglewood.org](mailto:Mayor@cityofinglewood.org)  
[BSuarezLawndale@aol.com](mailto:BSuarezLawndale@aol.com)  
[slopez@bos.lacounty.go](mailto:slopez@bos.lacounty.go)

On Sat, Nov 9, 2024 at 2:09 PM Benjamin Hillman <[hillmanbd@gmail.com](mailto:hillmanbd@gmail.com)> wrote:  
Hello, I'm disheartened to hear that the billionaire owners of the Inglewood stadiums will not chip in to fund the Inglewood People Mover and thus the project appears to be dead. I encourage you to check out [this video](#) (linked to the timestamp) in which a fellow Angeleno covers what else we could do with the funds that are still around from this project. It would entail expanding upon the La Brea bus lanes to create a "quick build" BRT to support the stadiums in time for the olympics. I love this city, and I know that transit projects like these help create a better future for all instead of exacerbating the climate crisis with further gridlock.

Thank you,  
[REDACTED]

From: [REDACTED]

Sent: Sunday, November 10, 2024 7:54 PM

To: Board Clerk <BoardClerk@metro.net>

Cc: jbutts@cityofinglewood.org; CHicks@carson.ca.us; JDear@carson.ca.us; cpirsztuk@elsegundo.org; lgiroux@elsegundo.org; rbaldino@elsegundo.org; wlove@cityofgardena.org; amonteiro@cityofhawthorne.org; kmanning@cityofhawthorne.org; rjackson@hermosabeach.gov; dfaulk@cityofinglewood.org; scuevas@lawndalecity.org; cc.waite@lomitacity.com; councilmember.mcosker@lacity.org; councilmember.park@lacity.org; lklipp@bos.lacounty.gov; vgomez@bos.lacounty.gov; bfish@bos.lacounty.gov; KShamdasani@bos.lacounty.gov; ARdelgado@bos.lacounty.gov; dlesser@manhattanbeach.gov; zein.obagi@redondo.org; nils.nehenheim@redondo.org; pwilson@cityofrh.net; BDieringer@cityofrh.net; BrittH@rollinghillsestates.gov; FrankZ@rollinghillsestates.gov; PamS@rollinghillsestates.gov; AMattucci@torranceca.gov

Subject: Support for Fast Tracking a La Brea Bus Rapid Transit (BRT) Line

To Whom It May Concern,

I am writing in support of moving ITC funds to a La Brea BRT project to be fast tracked for the 2028 Olympics, serving Sofi Stadium and the Intuit Dome. The need for a true BRT, not just painted bus lanes is desperately needed in the Los Angeles area especially a north-south option for moving people throughout the area for the Olympics and further into the future.

Thank you,

[REDACTED]

**From:** [REDACTED]

**Sent:** Monday, November 11, 2024 8:41 AM

**To:** CHicks@carson.ca.us; JDear@carson.ca.us; dboyles@elsegundo.org; cpimentel@elsegundo.org; Board Clerk <BoardClerk@metro.net>; jbutts@cityofinglewood.org; cpirsztuk@elsegundo.org; lgiroux@elsegundo.org; rbaldino@elsegundo.org; rtanaka@cityofgardena.org; wlove@cityofgardena.org; dfaulk@cityofinglewood.org; amonteiro@cityofhawthorne.org; kmanning@cityofhawthorne.org

**Subject:** La Brea BRT Solution!

Dear Metro Board, South Bay COG, and James Butts,

I request that you fully support moving the ITC funds to a La Brea BRT project, to be fast-tracked for the Olympics. (It can skip CEQA if it avoids eminent domain.) This would be the best way to save the transit funding in the region and reduce traffic to the stadiums, which is already so unsustainable for nearby residents and the environment. It can even be extended further south to improve the lives of more cities in the South Bay than just Inglewood turning the ITC into a project that is cheaper, more viable and helps more residents!

[REDACTED]



**From:** [REDACTED]  
**Sent:** Tuesday, November 12, 2024 9:11 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Moving ITC Funds to a La Brea BRT Project

Hello,

I strongly support moving the ITC funds to a La Brea BRT project, to be fast-tracked for the Olympics. (It can skip CEQA if it avoids eminent domain.) We need to get public transportation in tip top condition for the Olympics, and to be on a comparable level to those in Europe and Asia. America has really fallen behind in public transportation in the last 30 years, and this is an excellent time to build build build!

Cheers,

[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, November 12, 2024 1:36 PM

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

**Subject:** ITC funds to La Brea BRT

Dear Metro Board:

This e-mail is in support of moving the ITC funds to a La Brea BRT project, to be fast-tracked for the Olympics. (It can skip CEQA if it avoids eminent domain.)

Thank you,

[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, November 12, 2024 2:18 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Inglewood People Mover ITC Funds

To whom it may concern,

In light of the cancelation of the Inglewood people mover, an essential transit connection has been lost. However, the state ITC funds still remain for the project, and I am in favor of moving these funds towards the creation of a La Brea BRT line, which would serve the stadiums in Inglewood, as well as La Brea overall, and provide an essential service. The Olympics are coming soon in 2028, and it is imperative attendees have a strong non-car connection to the olympic venues, as well as anyone who would like to avoid congestion on their way to a game or performance.

Thank you for your time,

[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, November 12, 2024 7:19 PM

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

**Cc:** Brad.Sherman@mail.house.gov; mayor.helpdesk@lacity.org; councilmember.lee@lacity.org;  
ThirdDistrict@bos.lacounty.gov

**Subject:** Sepulveda Rail Project Public Comment

Good evening,

As a citizen of Los Angeles, please consider going with route option 4. The Valley is long overdue for heavy rail investment and this option is the most time efficient and cost effective.

We should not accept a lesser alternative because of the opinion of a privileged few with the most resources. Metro is meant to benefit ALL of Los Angeles. We need heavy rail so people who work, study, and simply wish to go to west LA have an actually viable option to get there that doesn't involve having to fight hours of traffic.

[REDACTED]

**From:** [REDACTED]  
**Sent:** Tuesday, November 12, 2024 9:15 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Inglewood Transit Connector funds

Hello Metro Clerk and Board,

I'm writing to urge the board to consider reallocating ITC funds to a La Brea BRT project. Considering that the ITC is probably not going to reach its funding goal, I believe the funds should be spent on a project that can obtain much of the same benefits of moving people between Inglewood stadiums and the rest of the region. A BRT project can also be quick built without having to go through a lengthy CEQA process as long as no eminent domain is required.

Our region needs a solution to the horrible traffic that is induced in the entire Inglewood region. Their residents did not sign up for this, and it's a tragedy that there was not a plan from the start on how to move people between these entertainment venues and the rest of the region.

Thank you for your time!

**From:** [REDACTED]  
**Sent:** Wednesday, November 13, 2024 7:35 PM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Subject:** Support for ITC Funds to La Brea BRT

Hello!

I hope you're well!

My name is Rehan Khan, and I am a proud resident of South Bay, as well as a huge advocate for public transit as it helps us connect our wonderful cities to our amazing communities across Los Angeles.

I am taking the time to email you and make it clear that ***I support moving ITC funds to a La Brea BRT project, which could hopefully be fast tracked for the Olympics. This project could skip CEQA if it avoids eminent domain.***

I am very disappointed in the Inglewood People Mover not moving forward as a result of what I perceive to be some silly reasons. I am also very disappointed in "climate friendly" billionaires Kroenke and Balmer removing their support for this project to instead help line their pockets with more parking fees, but I am sadly not shocked. I do believe this La Brea BRT project is our next best option.

Thank you for taking time to listen to people in your communities and I will do my best to do my part to stay engaged. *I will try and email about this subject frequently moving forward to help give you a reminder of my support 😊*

Please let me know if there are more people to reach out to in order to convey support for this idea.

Best,

[REDACTED]

**From:** [REDACTED]

**Sent:** Thursday, November 14, 2024 11:19 AM

**To:** Eleanor Manzano <cityclerk@redondo.org>; Nils Nehrenheim <nils.nehrenheim@redondo.org>; todd.loewenstein@redondo.org; paige.kaluderovic@redondo.org; scott.behrendt@redondo.org; Kevin Cody <kevin@easyreadernews.com>; gale.hazeltine@redondo.org; wayne.craig@redondo.org; douglas.boswell@redondo.org; marc.wiener@redondo.org; Sean Scully <sean.scully@redondo.org>; sheila.lamb@redondo.org; robert.gaddis@redondo.org; Michael Webb <michael.webb@redondo.org>; Garth Meyer <gmeyer@easyreadernews.com>; russell.fong@opr.ca.gov; executiveoffice@bos.lacounty.gov; mayor@lacity.gov; Board Clerk <BoardClerk@metro.net>

**Subject:** Public Comment All Agencies - BCHD Proposed Massive Development VIEWS FAR 0.77, 1.09, 1.25

BCHD is determined to deliberately destroy surrounding neighborhood character and property values.

BCHD continues to plan to build on the PERIMETER of the 10 acre site, while ignoring impacts that must be reviewed in the PCDR process. The public has repeatedly made this clear to BCHD, but was ignored.

BCHD should be limited to FAR 0.50 - the same as ALL OTHER non-public safety facilities.

**IF BCHD IS UPZONED TO 1.25 FAR, THEN SO MUST ALL P-I BE UPZONED AND ANALYZED IN THE CITY EIR.**

Note: At his request, Councilperson Obagi is excluded from comments on the BCHD FAR issue by StopBCHD.com

## **BCHD's Proposed Development Views: Heights, Square Feet, FARs**

**Various other sites have been  
demonstrated with increased FARs**

**This shows BCHD at current 0.77 FAR,  
at EIR Proposed Phase 1 of 1.09 FAR,  
and at 1.25 FAR**

Source: BCHD FEIR

KVL 6: Flagler Lane & 190<sup>th</sup> Street Intersection (Facing South)

**FAR 0.77**

Max Height 73-feet (950sf total)  
99.7% of Structures under 52-feet tall



*Representative View 6: Distant views along 190<sup>th</sup> Street near its intersection with Flagler Lane are characterized by green mature street trees to the east (i.e., left) and the commercial nursery to the west (i.e., right) as well as existing white buildings at the BCHD campus against the backdrop of the Palos Verdes hills in the background. The ridgeline of the Palos Verdes hills is almost entirely uninterrupted from this view. The view is influenced by the open sky above the ridgeline, streaked with crossing powerlines in the foreground. The RCFE Building would not substantially reduce the open sky from this view, but would interrupt the ridgeline of the Palos Verdes hills. Source: VIZfx 2021.*

## Phase 1: FLAGLER & 190<sup>th</sup> (BCHD EIR)

Note: existing buildings in view were outlined as they are imperceptible from this view

Even with a 1.09 FAR, BCHD Proposed Phase 1 Dominates the Local Area due to Poor Design

- 103-foot tall
- Built on perimeter
- Uninterrupted view block

**FAR 1.09**

Max Height 103-feet  
Source: BCHD EIR



Representative View 3: Flagler Lane & Beryl Street Intersection

**FAR 0.77**

Max Height 73-feet (950sf total)  
99.7% of Structures under 52-feet tall



*Representative View 3: Views of the Project site from this location are characterized by the vacant Flagler Lot in the foreground, which is currently covered with gravel and weedy vegetation and is leased as a staging area for construction equipment. The proposed RCFE Building would rise up to 133.5 feet above Flagler Lot and would be more visually prominent from this location given its location along the northern perimeter of the BCHD campus. Source: VIZfx 2021.*

## Phase 1: FLAGLER & BERYL (BCHD EIR)

Note: existing buildings in view were outlined as they are faint from this view

Even with a 1.09 FAR, BCHD Proposed Phase 1 Dominates the Local Area due to Poor Design

- 103-foot tall
- Built on perimeter
- Uninterrupted view block

**FAR 1.09**

Max Height 103-feet  
Source: BCHD EIR







**Phase 1:  
BERYL & HARKNESS (BCHD EIR)**

Note: existing buildings in view were outlined as they are faint from this view

**FAR 0.77**  
Max Height 73-feet (950sf total)  
99.7% of Structures under 52-feet tall

*Representative View 7: Views along Beryl Avenue between North Prospect Avenue and Flagler Lane are characterized by green mature street trees to the east (i.e., left) and the commercial nursery to the west (i.e., right) as well as existing white buildings at the BCHD campus against the backdrop of the Palos Verdes hills in the background. Buildings to the north (not visible from Representative View 7) and the low-rise Redondo Village Shopping Center to the south (visible). Background views of the Project site and open sky are visible above the Redondo Village Shopping Center. The proposed Project would reduce access to open sky with development of the RCFE Building during implementation of the Phase 1 preliminary site development plan. Source: VIZfx 2021.*

Even with a 1.09 FAR, BCHD Proposed Phase 1 Dominates the Local Area due to Poor Design

- 103-foot tall
- Built on perimeter
- Uninterrupted view block



**FAR 1.09**  
Max Height 103-feet  
Source: BCHD EIR

KVL 6: Flagler Lane & 190<sup>th</sup> Street Intersection (Facing South)



**Phase 1:  
FLAGLER & 190<sup>th</sup> (BCHD EIR)**

Note: existing buildings in view were outlined as they are imperceptible from this view

**FAR 0.77**  
Max Height 73-feet (950sf total)  
99.7% of Structures under 52-feet tall

*Representative View 6: Distant views along 190<sup>th</sup> Street near its intersection with Flagler Lane are characterized by green mature street trees to the east (i.e., left) and the commercial nursery to the west (i.e., right) as well as existing white buildings at the BCHD campus against the backdrop of the Palos Verdes hills in the background. The ridgeline of the Palos Verdes hills is almost entirely uninterrupted from this view. The view is influenced by the open sky above the ridgeline, streaked with crossing powerlines in the foreground. The RCFE Building would not substantially reduce the open sky from this view, but would interrupt the ridgeline of the Palos Verdes hills. Source: VIZfx 2021.*

1.25 FAR Dominates the Local Area 118-foot tall

- Built on perimeter
- Uninterrupted view block



**FAR 1.25**  
Max Height 118-feet  
Source: BCHD EIR with 15% increase

Representative View 3: Flagler Lane & Beryl Street Intersection

## Phase 1: FLAGLER & BERYL (BCHD EIR)

**FAR 0.77**

Max Height 73-feet (950sf total)  
99.7% of Structures under 52-feet tall



Representative View 3: Views of the Project site from this location are characterized by the vacant Flagler Lot in the foreground, which is currently covered with gravel and weedy vegetation and is leased as a staging area for construction equipment. The proposed RCFE Building would rise up to 133.5 feet above Flagler Lot and would be more visually prominent from this location given its location along the northern perimeter of the BCHD campus. Source: VIZfx 2021.

Note: existing buildings in view were outlined as they are faint from this view



**FAR 1.25**

Max Height 118-feet  
Source: BCHD EIR with 15% increase to FAR 1.25

With a 1.25 FAR, BCHD Proposed Phase 1 Dominates the Local Area

- 118-foot tall
- Built on perimeter
- Uninterrupted view block

## Phase 1: HARKNESS & BERYL (BCHD EIR)

**FAR 0.77**

Max Height 73-feet (950sf total)  
99.7% of Structures under 52-feet tall

Existing buildings between North Prospect Avenue and Flagler Lane are visible to the north (not visible from Representative View 3) and the low-rise Redondo Village Shopping Center to the south (visible). Background views of the Project site and open sky are visible above the Redondo Village Shopping Center. The proposed Project would reduce access to open sky with development of the RCFE Building during implementation of the Phase 1 preliminary site development plan. Source: VIZfx 2021.

Note: existing buildings in view were outlined as they are faint from this view



**FAR 1.25**

Max Height 118-feet  
Source: BCHD EIR

FAR 1.25 Proposed Phase 1 Dominates the Local Area

- 125-foot tall
- Built on perimeter
- Uninterrupted view block

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**From:** [REDACTED]

**Sent:** Thursday, November 14, 2024 12:12 PM

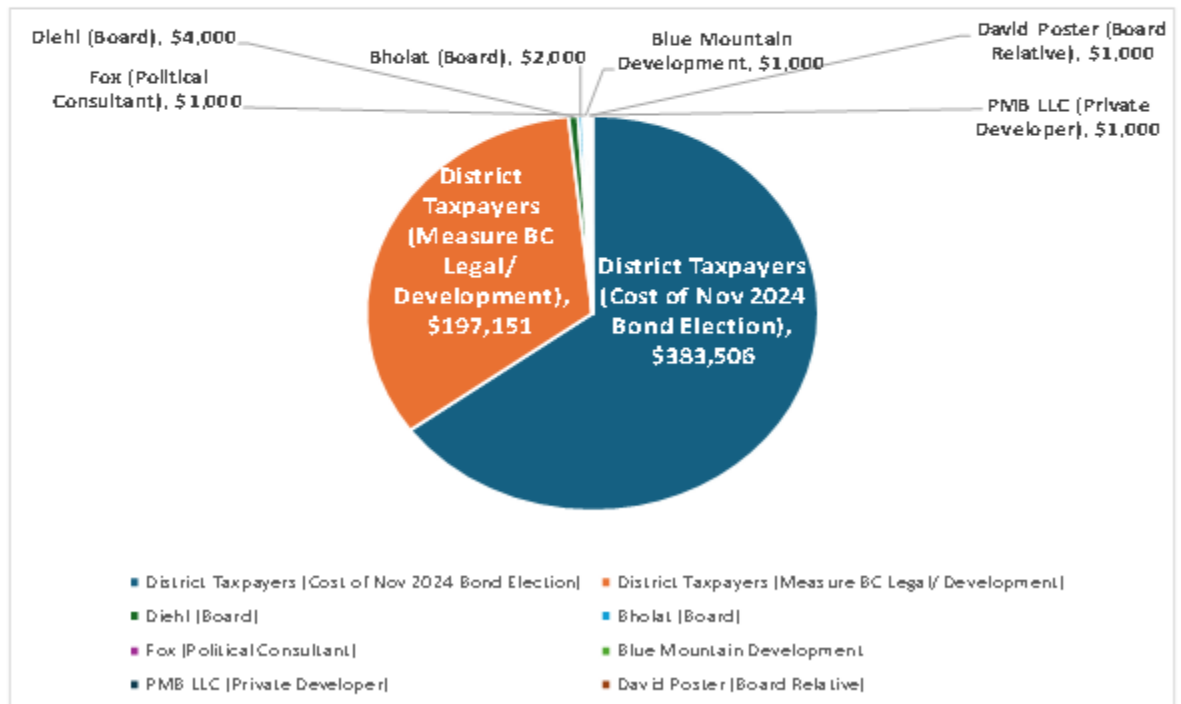
**To:** cityclerk@manhattanbeach.gov; cityclerk@hermosabeach.gov; Eleanor Manzano <cityclerk@redondo.org>; Kevin Cody <kevin@easyreadernews.com>; info <info@lalafco.org>; executiveoffice@bos.lacounty.gov; Board Clerk <BoardClerk@metro.net>; mayor@lacity.gov; Holly J. Mitchell <HollyJMitchell@bos.lacounty.gov>

**Subject:** Public Comment - Next Available Meeting - All Agencies - BCHD Used Nearly \$700,000 in Taxpayer Funds on REJECTED Measure BC

We have a serious problem with the judgment of BCHD's Board and Executives. BCHD lost roughly \$700,000 on real estate development on Measure BC. BC would have funded the allcove building and the pre-development for PMB LLC. Voters wisely REJECTED it.

WHO PAID FOR BCHD BOARD'S FAILED MEASURE BC?	
District Taxpayers (Cost of Nov 2024 Bond Election)	\$383,506
District Taxpayers (Measure BC Legal/ Development)	\$197,151
Diehl (Board)	\$4,000
Bholat (Board)	\$2,000
Fox (Political Consultant)	\$1,000
Blue Mountain Development	\$1,000
PMB LLC (Private Developer)	\$1,000
David Poster (Board Relative)	\$1,000

**\$580,657 in Taxpayer Funding Squandered on NON-HEALTH Real Estate DEVELOPMENT**



--



**From:** [REDACTED]

**Sent:** Monday, November 18, 2024 11:13 AM

**To:** Communications <communications@bchd.org>; Eleanor Manzano <cityclerk@redondo.org>; cityclerk@hermosabeach.gov; cityclerk@manhattanbeach.gov; Kevin Cody <kevin@easyreadernews.com>; executiveoffice@bos.lacounty.gov; Holly J. Mitchell <HollyJMitchell@bos.lacounty.gov>; info <info@lalafco.org>; Al.Muratsuchi@asm.ca.gov; Board Clerk <BoardClerk@metro.net>; mayor@lacity.gov

**Subject:** PUBLIC COMMENT: BCHD is deleting public comments regarding its plan to cut DISTRICT SPENDING

**BCHD SHOULD BE ASHAMED OF CUTTING RESIDENT SERVICES WHILE MAINTAINING ANY LEVEL OF NON-RESIDENT SERVICES**

Public Comment - All Agencies, Board, City Councils, City Counsel, Planning Commissions

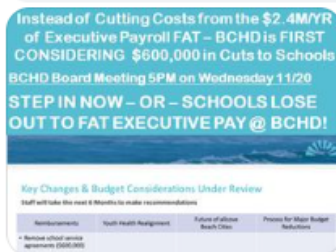
Residents have a problem with BCHD. BCHD is planning to cut RESIDENT SERVICES as it instead expands into NON-RESIDENT SERVICES with our land, buildings, assets, investments and property taxes.



Like Comment Share



**BCHD Over-Development**  
Public Comment - Recorded - 11/18/24 at 1106AM - Allcove is currently servicing 50% non-residents and has a 91% non-resident service area. Yet, BCHD is planning to cut RESIDENT SERVICES. We have a serious management failure at BCHD.



1m Like Reply



**Instead of Cutting Costs from the \$2.4M/YR of Executive Payroll FAT – BCHD is FIRST CONSIDERING \$600,000 in Cuts to Schools**

**BCHD Board Meeting 5PM on Wednesday 11/20**

**STEP IN NOW – OR – SCHOOLS LOSE OUT TO FAT EXECUTIVE PAY @ BCHD!**

### Key Changes & Budget Considerations Under Review

Staff will take the next 6 Months to make recommendations

Reimbursements	Youth Health Realignment	Future of allcove Beach Cities	Process for Major Budget Reductions
<ul style="list-style-type: none"><li>Remove school service agreements (\$600,000)</li></ul>			



**From:** [REDACTED]

**Sent:** Monday, November 18, 2024 12:59 PM

**To:** opinion@scng.com

**Subject:** LTE: Little Wonder that BCHD's Measure BC was the only Bond Measure to Fail in Redondo Beach

For nearly a decade now, Beach Cities Health District has been terrorizing surrounding neighborhoods with a plan for a 103-foot tall, 792,000 square foot development. Unlike the current 300,000 square foot building cluster on the site, BCHD is planning to place its tallest buildings on the site perimeter next to homes. Currently, the tallest structures are visually minimized and located in the center of the 10-acre, publicly-owned parcel. What a difference nearly tripling the floor space, increasing the height, and locating new construction on the edge of the site would create for surrounding homes. It would be devastating to neighborhood character and property values.

BCHD has engaged in all sorts of disingenuous doublespeak since beginning its project. For example, in May of 2017 it committed to placing a buffer space around the new development - a ring of greenspace and then surface parking. This commitment was made to insulate residential neighborhoods from the negative impacts of commercial development and operation. Only two months later in July 2017, BCHD proposed building on the edges of the lot in huge scale that dwarfed the neighborhoods. Surrounding neighbors have good reason not to trust BCHD again.

The BCHD bond measure requested nickels and dimes compared to the other bond measures in the city. BCHD asked for \$30 million, while the City and school district requested, and received, \$371 million. The electorate's vote on BCHD was far more a vote of "no confidence" on the BCHD board and executives than it was a financial decision. Unless BCHD commits in writing (yet again) to building in the center of the site, limiting construction to a character compatible height, and placing ample buffer between residential neighborhoods and its commercial, third-party owned development, it will continue to face hurricane level opposition from the community.

[REDACTED]

**From:** [REDACTED]  
**Sent:** Monday, November 18, 2024 7:00 PM  
**To:** jbutts@cityofinglewood.org; Board Clerk <BoardClerk@metro.net>  
**Subject:** Fast-track the La Brea BRT project

Hello,

Reaching out to express my support for moving ITC funds to a La Brea BRT project and fast-tracking it for the Olympics. Avoid eminent domain so we can skip CEQA. We need this!

Thank you,

[REDACTED], a Los Angeles public transit rider



**From:** [REDACTED]

**Sent:** Tuesday, November 19, 2024 1:25 PM

**To:** Communications <communications@bchd.org>

**Cc:** info <info@lalafo.org>; executiveoffice@bos.lacounty.gov; Board Clerk <BoardClerk@metro.net>; Al.Muratsuchi@asm.ca.gov; Holly J. Mitchell <HollyJMitchell@bos.lacounty.gov>; Eleanor Manzano <cityclerk@redondo.org>; cityclerk@manhattanbeach.gov; cityclerk@hermosabeach.gov; citycouncil@hermosabeach.gov

**Subject:** Public Comment - All Agencies - BCHD spending on Non-Resident Services

BCHD is currently spending an unknown amount of District Taxpayer asset and property tax revenues on Non-Resident services. BCHD refuses to even TRACK non-resident expenditures (per CPRA response from BCHD). The HLC proposes 80% to 95% non-resident services with 100% of damages and impacts to surrounding residents. It is clear that BCHD's financial issues are a self-inflicted wound. **PRIOR TO CUTTING ANY RESIDENT SERVICES - BCHD MUST FIRST CUT NON-RESIDENT SPENDING.** That includes allcove (50% non-resident services, 91% non-resident service area) and any other NON-RESIDENT costs and subsidies that BCHD is intentionally HIDING from the RESIDENT-TAXPAYERS.

--

[REDACTED]

**From:** [REDACTED]

**Sent:** Tuesday, November 19, 2024 2:18 PM

**To:** Communications <communications@bchd.org>

**Cc:** info <info@lalafo.org>; Eleanor Manzano <cityclerk@redondo.org>;  
cityclerk@manhattanbeach.gov; cityclerk@hermosabeach.gov; executiveoffice@bos.lacounty.gov; Holly  
J. Mitchell <HollyJMitchell@bos.lacounty.gov>; Board Clerk <BoardClerk@metro.net>;  
Al.Muratsuchi@asm.ca.gov; citycouncil@hermosabeach.gov

**Subject:** Public Comment - all agencies next Board meeting - BCHD's attempt to mislead the City Council

As a personnel matter, BCHD is continuing to condone its Board Member Poster's attempt to mislead the City Council on October 1, 2024. BCHD must take affirmative action to remedy the false information and dismiss Poster.

--

[REDACTED]

**From:** [REDACTED]

**Sent:** Sunday, November 17, 2024 4:51 PM

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

**Subject:** Public Comment 11/20-11/21 Meetings

Hello, my name is Harry Nazarian and I'd like to submit public comment for several meetings in this email. Let me know if I should send these separately or if this email is sufficient.

11/20 Planning and Programming: General Public Comment - We need automated heavy rail for the Sepulveda Transit project. It would be the fastest, safest, and most efficient option that would drive the highest ridership. It would provide a critically important connection to the D line and would allow for future high quality transit all the way to LAX in subsequent phases. To select any other alternatives would be a betrayal to the entirety of Los Angeles.

11/20 Construction: General Public Comment - We need better land use near major rail stations. We need denser mixed use development to both take advantage of our infrastructure and to increase ridership. For example, Van Nuys Blvd is the future site of the ESFV line yet the street is lined by parking lots and car dealerships on both sides. What is the point of a rail line that leads to car dealerships? We need to see more development and infill near all of our rail stations to make each station a destination in itself. We also need to see more bus only lanes throughout LA and stronger fare gates at all rail stations.

11/21 Finance: General Public Comment - Metro Micro is a colossal waste of money and resources. It only benefits a tiny subsection of the land area of Los Angeles, barely any people use it at all, yet it eats up a massive chunk of money. Even with cost cutting measures and outsourcing, Metro Micro is pointless and should be killed entirely and its funding should be made available for better bus service.

11/22 Operations: 29. Metro Micro Pilot Services - Metro Micro is a colossal waste of money and resources. It only benefits a tiny subsection of the land area of Los Angeles, barely any people use it at all, yet it eats up a massive chunk of money. Even with cost cutting measures and outsourcing, Metro Micro is pointless and should be killed entirely and its funding should be made available for better bus service.

General Public Comment - If we want to talk about safety and customer experience, we need to talk about stronger fare gates. Instead of wasting time and resources talking about alternatives to fare enforcement and abolishing fares, we need to institute better barriers to prevent fare evasion in the first place. Metro's own safety data shows that 93% of violent crimes were committed by fare evaders. If fare gates could reduce that incidence of violent crime at all, we should be pursuing it. We need to keep riders and staff safe. In addition to improving safety, fare gates would allow for increased revenue with less fare evasion. We should also be looking into platform screen doors to be added onto new rail stations and retrofitted onto older ones. Just a couple weeks ago, someone was pushed onto the tracks at an A line station. Luckily they weren't harmed but we need to be proactive in preventing this. When it comes to the Sepulveda project, it has the potential to become to busiest line in the entire system. To keep people as safe as possible, we need platform screen doors and the only way we can get that is with automated heavy rail like in alternatives 4 and 5.

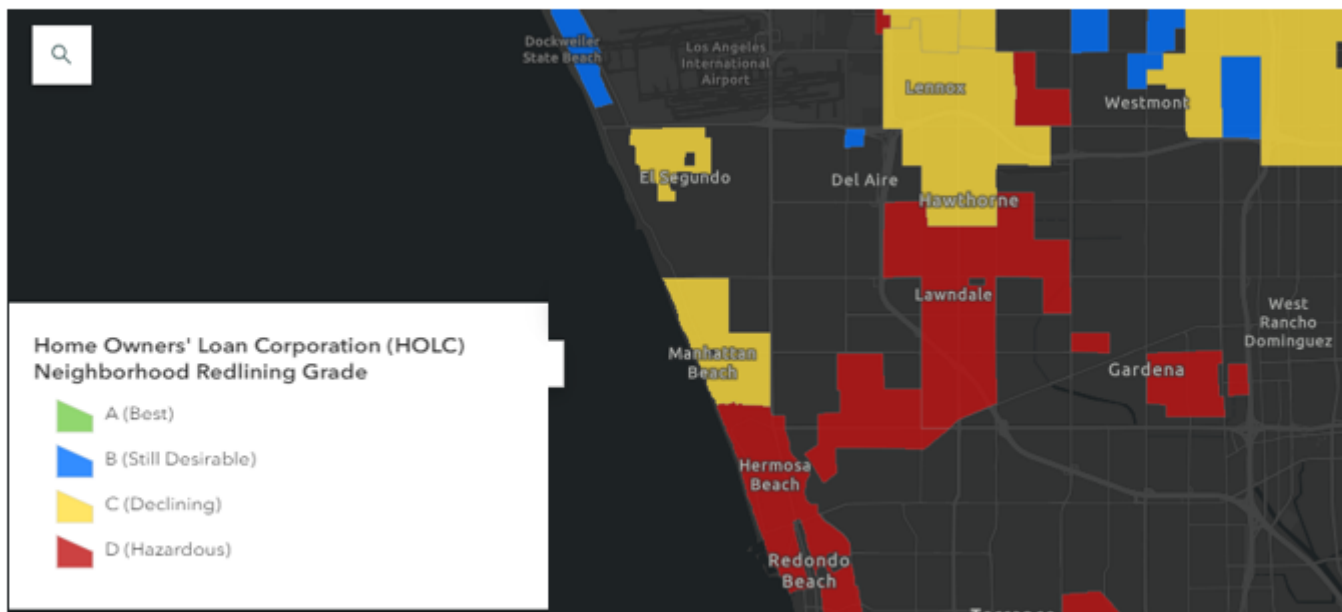
**From:** [REDACTED]  
**Sent:** Tuesday, November 19, 2024 8:42 AM  
**To:** Board Clerk <BoardClerk@metro.net>  
**Cc:** Wiggins, Stephanie <WIGGINSS@metro.net>; Fernando Dutra <fdutra@cityofwhittier.org>  
**Subject:** Construction Committee, November 20, Non Agenda

Good afternoon, Holly Osborne, retired engineer

At a recent committee meetings, one of the Directors said that **equity justice** as applied to projects meant that the Metro Board would not just look at whether an impacted city was considered disadvantaged today, but also **whether that city was redlined in the past**. Being redlined meant residents could not easily get loans to buy property, and build up generational wealth.

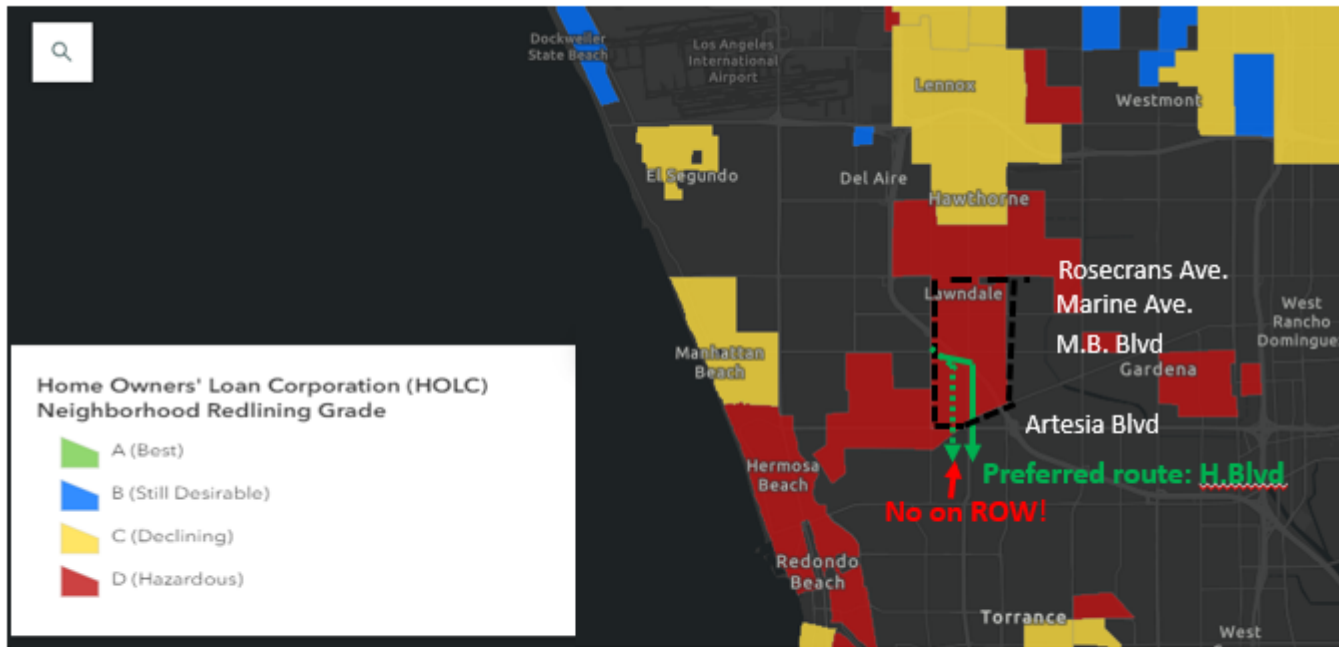
Here is a map, showing the redlined areas in the South Bay in 1939. Lawndale is smack dead center in the redlined area.

## REDLINING AREAS (SOUTH BAY, 1939)



Here is the map again, Lawndale is outlined in black, and **the two proposed Green Line paths are sketched**. **The city of Lawndale prefers the solid line route down Hawthorne Blvd, a commercial area**, rather than the dashed line in the ROW, which goes through residences. Shouldn't Lawndale, the most impacted city, have a strong say as to which route is selected?

## Two Metro Options: Both go through Lawndale Red-Lined areas\*



\* City of Lawndale (and Redondo, and Hawthorne) **prefer the Hawthorne Blvd Route.**

**Not going down the ROW will preserve the most green space in their city, so important in this era of climate change.**

**When this comes up again for a vote, please choose the Hawthorne route for the Green Line. .**

Thank you

**From:** [REDACTED]

**Sent:** Friday, November 22, 2024 7:14 PM

**To:** Communications <communications@bchd.org>; Eleanor Manzano <cityclerk@redondo.org>; cityclerk@manhattanbeach.gov; cityclerk@hermosabeach.gov; executiveoffice@bos.lacounty.gov; Holly J. Mitchell <HollyJMitchell@bos.lacounty.gov>; Al.Muratsuchi@asm.ca.gov; Board Clerk <BoardClerk@metro.net>; citycouncil@hermosabeach.gov; Noel Chun <noel.chun@bchd.org>; martha.koo@bchd.org; Michelle Bholat <michelle.bholat@bchd.org>; Jane Diehl <jane.diehl@bchd.org>

**Subject:** Public Comment - BCHD doesn't need more money - it needs FEWER EXECUTIVES

Public Comment - City Councils, Boards, Electeds

BCHD's \$2.4M per year executive BLOAT is far too much for such a small entity. 13 executives to manage 57 FTEs is gross incompetence. BCHD must be denied any additional revenue or tax proceeds until it goes on an EXECUTIVE DIET. STOP THE BLOAT!

[REDACTED]

**From:** [REDACTED]

**Sent:** Wednesday, November 27, 2024 4:19 PM

**To:** Communications <communications@bchd.org>; Eleanor Manzano <cityclerk@redondo.org>; cityclerk@manhattanbeach.gov; cityclerk@hermosabeach.gov; executiveoffice@bos.lacounty.gov; Holly J. Mitchell <HollyJMitchell@bos.lacounty.gov>; Al.Muratsuchi@asm.ca.gov; Board Clerk <BoardClerk@metro.net>; citycouncil@hermosabeach.gov; marc.wiener@redondo.org; Sean Scully <sean.scully@redondo.org>

**Subject:** Public Comment - All Agencies

Easy Reader News

FAR up close

Dear ER

Redondo Beach Community Development Director Marc Wiener will make a presentation to the City Council at its December 3 meeting regarding the floor area ratio (FAR) limits for Public-Institutional (P-I) land uses. The Planning Commission recommended a 0.5 FAR for all P-I land uses. The Council increased the land use intensity for two City-owned, public safety sites. Police and fire are essential services. If public safety requires denser development then they should be granted the higher FAR. The fire and police don't rent out their land or buildings. The fire and police provide the overwhelming majority of their services to the residents of the City.

Beach Cities Health District, however, is a non-essential, non-mandatory government entity. Over 95% of LA County has no health care districts, demonstrating the optionality of BCHD. BCHD currently seeks to be a real estate developer and lease out three acres of public land for private, for-profit development. According to BCHD's studies by MDS, developers like PMB LLC will build \$15,000 per month assisted living facilities for 80% non-residents of the District. To do that, BCHD wants a 1.25 (high density) FAR, even though it is not essential, like the fire and police departments.

Spot upzoning for BCHD is probably illegal, but BCHD plans to sue the City to get it. Over the past 5 years or so, BCHD has spent nearly \$3 million of our tax funds on legal fees for real estate development, and a total of about \$14 million on development consultants. Couple that with the \$600,000 that taxpayers paid for BCHD's failed Measure BC election and it's clear that BCHD has lost interest in health care and moved on to spending on executive salaries, lawyers, and real estate development.

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[REDACTED]

**From:** [REDACTED]

**Sent:** Monday, December 2, 2024 3:57 PM

**To:** Board Clerk <BoardClerk@metro.net>; Tim.Sandoval@pomona.gov; kathryn@bos.lacounty.gov; Board Clerk <BoardClerk@metro.net>; FourthDistrict@bos.lacounty.gov; MayorButts@cityofinglewood.org; ThirdDistrict@bos.lacounty.gov; councilmember.krekorian@lacity.org; HollyJMitchell@bos.lacounty.gov; Ara Najarian <anajarian@glendaleca.gov>; Sandoval, Timothy <SandovalT@metro.net>; firstdistrict@bos.lacounty.gov; councilmember.yaroslavsky@lacity.org; fdutra@cityofwhittier.org; jdupontw@aol.com; Luke Klipp <lklipp@bos.lacounty.gov>; Fish, Bryan Bubba <BFish@bos.lacounty.gov>; Dave Perry <DPerry@bos.lacounty.gov>; doug.mensman@lacity.org; Justin Orenstein <jorenstein@bos.lacounty.gov>; Young-Gi Harabedian <ygharabedian@sgvcog.org>; sdelong@cityofwhittier.org; vgonmez@bos.lacounty.gov; jarrett.thompson@lacity.org; andrew.deblock@lacity.org; Tina Backstrom <tina.backstrom@lacity.org>; benjamin.feldman <bfeldman@bos.lacounty.gov>; Kidada Malloy <kidada.malloy@lacity.org>; ayoon@bos.lacounty.gov; Marisa Perez <mperez@gatewaycog.org>; Randall Winston <randall.winston@lacity.org>

**Subject:** Written Public Comment - December 2024 Board meeting - Item #9 and General Public Comment (Bike Share)

To the Metro Board,

I write on behalf of Move LA, a nonprofit advocacy organization that builds coalitions to win big on public transportation, affordable housing, and clean air.

### **Item #9**

We wish to express our support for Item #9 on the NoHo to Pasadena Bus Rapid Transit Project. However, it is important that a Bus Rapid Transit Line have a dedicated lane throughout the entire alignment. We oppose the current proposed alignment through Burbank that includes mixed-flow through certain portions of the project. Move LA has built a coalition of labor unions, businesses, residents, and advocates in Burbank to support:

- Dedicated Bus Lanes through the entirety of Burbank
- Rebuilding the Olive Avenue Bridge with federal funding
- Realignment of the Downtown Burbank Stations to better serve bus riders

True BRT will have a positive impact on local jobs, both in construction and in retail and services along the corridor. As with much of our nation's infrastructure, the Olive Avenue bridge—built in 1958—has stood strong through the decades but now needs extensive upgrading, including a seismic upgrade and expansion, adding a dedicated BRT lane and a protected bike lane to create a safer environment for riders, bikers, pedestrians, and single-occupancy vehicles. This will decrease congestion, increase ridership, and allow for an easier transfer to Amtrak or Metrolink trains.

### **General Public Comment**

We look forward to seeing the Metro Bike Share contract move forward in Q1 2025. We enjoy using the current system for commuter trips and first/last mile trips. We especially appreciate when we find an electric bike during the summer as we travel between meetings. Let's continue our forward momentum on Metro Bike Share by expanding stations to be located on Metro property, and expanded into South LA, along the Rail-to-Rail Project, into the San Fernando Valley, and to other key transit stations/stops as the system expands. We want to see a locally-based, unionized company operate this important first/last mile system and we hope to see the deployment of an all-electric bike fleet as soon as possible.

[REDACTED]



**December 2024 RBM Public Comments – Item 9**

**From:** [REDACTED]

**Sent:** Monday, December 2, 2024 3:57 PM

**To:** Board Clerk <BoardClerk@metro.net>; Tim.Sandoval@pomona.gov; kathryn@bos.lacounty.gov; Board Clerk <BoardClerk@metro.net>; FourthDistrict@bos.lacounty.gov; MayorButts@cityofinglewood.org; ThirdDistrict@bos.lacounty.gov; councilmember.krekorian@lacity.org; HollyJMitchell@bos.lacounty.gov; Ara Najarian <anajarian@glendaleca.gov>; Sandoval, Timothy <SandovalT@metro.net>; firstdistrict@bos.lacounty.gov; councilmember.yaroslavsky@lacity.org; fdutra@cityofwhittier.org; jdupontw@aol.com; Luke Klipp <lklipp@bos.lacounty.gov>; Fish, Bryan Bubba <BFish@bos.lacounty.gov>; Dave Perry <DPerry@bos.lacounty.gov>; doug.mensman@lacity.org; Justin Orenstein <jorenstein@bos.lacounty.gov>; Young-Gi Harabedian <ygharabedian@sgvcog.org>; sdelong@cityofwhittier.org; vomez@bos.lacounty.gov; jarrett.thompson@lacity.org; andrew.deblock@lacity.org; Tina Backstrom <tina.backstrom@lacity.org>; benjamin.feldman <bfeldman@bos.lacounty.gov>; Kidada Malloy <kidada.malloy@lacity.org>; ayoon@bos.lacounty.gov; Marisa Perez <mperez@gatewaycog.org>; Randall Winston <randall.winston@lacity.org>

**Subject:** Written Public Comment - December 2024 Board meeting - Item #9 and General Public Comment (Bike Share)

To the Metro Board,

I write on behalf of Move LA, a nonprofit advocacy organization that builds coalitions to win big on public transportation, affordable housing, and clean air.

**Item #9**

We wish to express our support for Item #9 on the NoHo to Pasadena Bus Rapid Transit Project. However, it is important that a Bus Rapid Transit Line have a dedicated lane throughout the entire alignment. We oppose the current proposed alignment through Burbank that includes mixed-flow through certain portions of the project. Move LA has built a coalition of labor unions, businesses, residents, and advocates in Burbank to support:

- Dedicated Bus Lanes through the entirety of Burbank
- Rebuilding the Olive Avenue Bridge with federal funding
- Realignment of the Downtown Burbank Stations to better serve bus riders

True BRT will have a positive impact on local jobs, both in construction and in retail and services along the corridor. As with much of our nation’s infrastructure, the Olive Avenue bridge—built in 1958—has stood strong through the decades but now needs extensive upgrading, including a seismic upgrade and expansion, adding a dedicated BRT lane and a protected bike lane to create a safer environment for riders, bikers, pedestrians, and single-occupancy vehicles. This will decrease congestion, increase ridership, and allow for an easier transfer to Amtrak or Metrolink trains.

**General Public Comment**

We look forward to seeing the Metro Bike Share contract move forward in Q1 2025. We enjoy using the current system for commuter trips and first/last mile trips. We especially appreciate when we find an electric bike during the summer as we travel between meetings. Let’s continue our forward momentum on Metro Bike Share by expanding stations to be located on Metro property, and expanded into South LA, along the Rail-to-Rail Project, into the San Fernando Valley, and to other key transit stations/stops as the system expands. We want to see a locally-based, unionized company operate this important first/last mile system and we hope to see the deployment of an all-electric bike fleet as soon as possible.

[REDACTED]



**MINUTES**

**Thursday, December 5, 2024**

**10:00 AM**

**Board of Directors - Regular Board Meeting**

**DIRECTORS PRESENT:**

**Janice Hahn, Chair**

**Kathryn Barger**

**Karen Bass**

**James Butts**

**Lindsey Horvath**

**Paul Krekorian**

**Holly J. Mitchell**

**Ara J. Najarian**

**Tim Sandoval**

**Hilda Solis**

**Katy Yaroslavsky**

**Gloria Roberts, non-voting member**

**Stephanie Wiggins, Chief Executive Officer**

**CALLED TO ORDER: 10:12 A.M.**

**ROLL CALL**

1. APPROVED Consent Calendar Items: 2, 5, 6, 10, 12, 14, 15, 16, 17, 18, 20, 21, 22, 24\*\*, 25, 26, ~~27~~, 28 and 29.

\*\*Item required 2/3 vote of the Full Board.

Consent Calendar items were approved by one motion except item 27, which was held by a Director for discussion and/or separate action.

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

*\*Voting Deviations:*

- Item 10 – the following Director was conflicted: KRB*
- Item 14 – the following Directors were conflicted: KRB and JB*
- Item 15 – the following Director was conflicted: KRB*
- Item 21 – the following Director was conflicted: LH*
- Item 24 – the following Director was conflicted: LH*
- Item 26 – the following Director was conflicted: KY*
- Item 28 – the following Director was conflicted: KRB*
- Item 29 - the following Director was conflicted: KRB*

**2. SUBJECT: MINUTES 2024-1080**

APPROVED ON CONSENT CALENDAR Minutes of the Regular Board Meeting held October 31, 2024.

**3. SUBJECT: REMARKS BY THE CHAIR 2024-1077**

RECEIVED remarks by the Chair.

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

**4. SUBJECT: REPORT BY THE CHIEF EXECUTIVE OFFICER 2024-1078**

RECEIVED report by the Chief Executive Officer.

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

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

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

**5. SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM ANNUAL UPDATE - NORTH COUNTY SUBREGION** **2024-0966**

AUTHORIZED ON CONSENT CALENDAR:

**A. APPROVING:**

1. Programming of \$2,049,073 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Active Transportation Program;
2. Deobligating \$1,960,567 in Measure M MSP - Transit Program;
3. Inter-program borrowing and programming of \$17,752,182 from Measure M MSP - Transit Program to Measure M MSP - Highway Efficiency Program; and

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

**6. SUBJECT: MEASURE M METRO ACTIVE TRANSPORT, TRANSIT AND FIRST/LAST MILE (MAT) PROGRAM UPDATE** **2024-1030**

APPROVED ON CONSENT CALENDAR deobligating \$434,969.47 of previously approved MAT funding and returning those funds to the MAT Program.

**7. SUBJECT: SYSTEMS ENGINEERING AND SUPPORT SERVICES CONTRACT** **2024-0967**

APPROVED:

- A. an increase in total authorized funding and executing Modification No. 12 to Contract No. AE47810E0128 with SECOTrans (Joint Venture of Hatch Associates Consultants, Inc., NBA Engineering Inc., Pacific Railway Enterprises Inc., and Ramos Consulting Services, Inc), for pending and future Task Orders to provide systems engineering and support services for Metro Rail and Bus Transit projects, in the Not-to-Exceed (NTE) amount of \$35,000,000, increasing the total contract authorized funding from an NTE amount of \$114,782,000 to an NTE amount of \$149,782,000, and exercising a one-year option extending the contract through April 25, 2026; and
- B. AUTHORIZING the Chief Executive Officer (CEO) or designee to execute individual Task Orders and Contract Modifications within the Board approved contract funding amount.

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



**8. SUBJECT: METRO CHATSWORTH STATION ADA IMPROVEMENT PROJECT 2024-0813**

APPROVED increasing the Life-of-Project (LOP) budget by \$3,354,650, from \$4,000,000 to \$7,354,650 for the Chatsworth Station ADA Improvement Project.

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

**9. SUBJECT: NORTH HOLLYWOOD TO PASADENA BUS RAPID TRANSIT PROJECT - CONSTRUCTION MANAGER/GENERAL CONTRACTOR 2024-0498**

AUTHORIZED the Chief Executive Officer or designee to:

- A. AWARD Contract No. PS118736000 to Myers-Shimmick, a Joint Venture, for the North Hollywood to Pasadena Bus Rapid Transit Project (Project) Construction Manager/General Contractor (CM/GC) Phase 1 in the amount of \$8,260,253 for Preconstruction Services, subject to the resolution of protest(s), if any;
- B. ESTABLISH a Preconstruction Budget for the Project in an amount of \$135,183,738; and
- C. NEGOTIATE and EXECUTE all project-related agreements and modifications within the authorized Preconstruction Budget.

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

**10. SUBJECT: CUSTODIAL BANKING SERVICES 2024-0842**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a firm fixed unit rate Contract No. PS124467000 to US Bank National Association (U.S. Bank N.A.) for custodial banking services in an amount Not-to-Exceed (NTE) \$1,193,550 for the three-year base term and \$397,850 for each of the two, one-year option terms, for a total NTE amount of \$1,989,250, effective April 1, 2025, subject to the resolution of any properly submitted protest(s), if any.

**12. SUBJECT: PROPOSITION A 5% OF 40% INCENTIVE GUIDELINES 2024-0998**

APPROVED ON CONSENT CALENDAR:

- A. ADOPTING the revised Proposition A 5% of 40% Incentive Guidelines; and

(continued on next page)

(Item 12 – continued from previous page)

- B. AUTHORIZING the Chief Executive Officer to amend existing agreements between Los Angeles County Metropolitan Transportation Authority (Metro) and Local Transit Operators to incorporate guideline amendments, and execute all necessary future agreements as pertains to this program.

**14. SUBJECT: COMMUNICATIONS SUPPORT SERVICES BENCH 2024-0951**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to execute Modification No. 2 to Communications Support Services Bench Contract Nos. PS85397000 through PS85397015 to:

- A. INCREASE the cumulative contract value of the Bench contracts in an amount not-to-exceed \$18,000,000, increasing the cumulative contract value from \$32,000,000 to \$50,000,000; and
- B. EXECUTE task orders for a Not-to-Exceed (NTE) total authorized amount of \$5,000,000.

**15. SUBJECT: RECRUITMENT STRATEGIC ASPIRATION SERVICES 2024-1059**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer (CEO) to:

- A. EXECUTE Modification No. 1 to Contract No. PS108564000 with McKinsey & Company, Inc. (McKinsey) to provide consultant support services for hiring process improvements, continued job classification analysis, and execution of strategies to reduce vacancy rates and retain talent, in an amount Not-to-Exceed (NTE) \$3,477,500, increasing the contract value from \$497,500 to \$3,975,000 and extend the period of performance from June 30, 2025 to December 31, 2025 and;
- B. AMEND the FY25 budget in the amount of \$3,477,500 to fund the contract modification.

**16. SUBJECT: QUARTERLY UPDATE ON TRANSIT COMMUNITY PUBLIC SAFETY DEPARTMENT (TCPD) IMPLEMENTATION PLAN 2024-0765**

APPROVED ON CONSENT CALENDAR:

- A. RECEIVING AND FILING the Quarterly Update on the Transit Community Public Safety Department (TCPD) Implementation Plan; and
- B. AUTHORIZING the Chief Executive Officer (CEO), or their designee, to incorporate new job classifications into appropriate, existing collective bargaining units, as determined by the CEO.

**17. SUBJECT: COMMUNITY ADVISORY COUNCIL (CAC) UPDATE** **2024-0925**

APPROVED ON CONSENT CALENDAR:

- A. RECEIVING AND FILING the Community Advisory Council update; and
- B. APPROVING CAC's revisions to their Bylaws.

**18. SUBJECT: ADVERTISING POLICY REVISIONS** **2024-0513**

APPROVED ON CONSENT CALENDAR:

- A. ADOPTING the amended System Advertising Policy; and
- B. ADOPTING the amended Commercial Sponsorship and Adoption Policy.

**20. SUBJECT: COVERED CONTRACTORS/SUBRECIPIENTS DRUG & ALCOHOL COMPLIANCE OVERSIGHT SERVICES** **2024-0992**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a firm fixed unit rate Contract No. PS123023000 to Byrnes & Associates to provide Workplace Drug & Alcohol Testing Program compliance oversight services in the Not-to-Exceed (NTE) amount of \$676,899 for the three-year base term, and \$225,633 for each of the two, one-year options, for a total combined NTE amount of \$1,128,165, effective February 1, 2025, subject to the resolution of any properly submitted protest, if any.

**21. SUBJECT: TREE TRIMMING SERVICES** **2024-0815**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer (CEO) to award a firm fixed unit rate Contract No. OP1167960008370 to Mariposa Tree Management Inc., for tree trimming services throughout Metro bus and rail facilities, in the Not-To-Exceed (NTE) amount of \$1,925,190 for the three-year base period and \$1,183,600 for the one, two-year option, for a combined NTE amount of \$3,108,790, effective January 1, 2025; subject to resolution of any properly submitted protest(s), if any.

**22. SUBJECT: PICKUP TRUCKS WITH LADDER RACKS AND LIFTGATES** **2024-0957**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to award a firm fixed price Contract No. DR123696000 for 15 pickup trucks with ladder racks and liftgates to Tom's Truck Center North County, LLC, the lowest responsive and responsible bidder, for a total contract amount of \$1,038,311.32, inclusive of sales tax, subject to the resolution of any properly submitted protest(s), if any.



**23. WITHDRAWN: REPLACEMENT OF NON-REVENUE VEHICLES THROUGH CALIFORNIA STATEWIDE CONTRACT**

**2024-0960**

~~AUTHORIZE the Chief Executive Officer to utilize the State of California Statewide Fleet Vehicles Contract for a Not to Exceed (NTE) expenditure amount of \$24,034,308 inclusive of sales tax, for 142 electric sedans, 5 electric trucks, 97 hybrid sport utility vehicles (SUVs), 125 pick-up trucks, and 118 cargo/passenger vans. Five suppliers will fulfill delivery of the vehicles under contract with the State of California.~~

~~**YAROSLAVSKY AMENDMENT:** Report back in 120 days with a nonrevenue vehicle purchasing policy that prioritizes zero emission vehicles. The report should review and, to the extent feasible, mirror existing zero emission fleet purchasing policies at the City of Los Angeles and County of Los Angeles.~~

**24. SUBJECT: LIGHT RAIL VEHICLE DOOR DETECTION ENABLE SYSTEM**

**2024-0643**

AUTHORIZED BY TWO-THIRDS VOTE OF THE BOARD the Chief Executive Officer to:

- A. AWARD a firm fixed price Contract No. OP123557000 to Hitachi Rail STS USA, Inc. (Hitachi) in the amount of \$24,444,798.94 to modify the onboard automatic train control (ATC) software on Metro's Light Rail Vehicles (LRVs) to only allow the doors on the platform side to open upon the vehicle berthing, subject to resolution of any properly submitted protest(s), if any;
- B. FIND that there is only a single source of procurement for the proprietary ATC system software and modifications set forth in Recommendation A above, and it is for the sole purpose of modifying, integrating, and testing the LRV ATC functionality on the A and E lines; and
- C. INCREASE the Life-of-Project (LOP) budget for the Correct Side Door Enable System Project by \$22,938,000, increasing the LOP budget from \$9,062,000 to \$32,000,000.

**25. SUBJECT: LIFE OF PROJECT INCREASE FOR P2000 LIGHT RAIL VEHICLE MODERNIZATION/OVERHAUL PROJECT**

**2024-0511**

APPROVED ON CONSENT CALENDAR increasing the Life of Project (LOP) budget for the P2000 Light Rail Vehicle (LRV) Midlife Modernization Project, Capital Project (CP) 206044, by \$20,053,926.00, increasing the total LOP budget from \$160,800,000.00 to \$180,853,926.00.



**26. SUBJECT: REPLACE G-LINE OPPORTUNITY CHARGERS**

**2024-0478**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer (CEO) to execute Contract Modification No. 24 with New Flyer of America in the not-to-exceed amount of \$7,938,707 under Contract No. OP28367-001, to procure seven on-route opportunity chargers, replace the same number of chargers installed on the G-Line Bus Rapid Transit (BRT) line and include a Service Level Agreement to ensure reliability and availability, increasing the total contract value from \$66,460,743 to \$74,399,450. This Contract Modification does not increase the Life of Project (LOP) budget of \$80,003,282.

**27. SUBJECT: LOW INCOME FARE IS EASY (LIFE) PROGRAM ADMINISTRATOR SERVICES AND TAXI VOUCHER FUND REIMBURSEMENT**

**2024-0495**

AUTHORIZED the Chief Executive Officer to:

- A. AWARD a firm fixed price Contract No. PS121478000 to International Institute of Los Angeles (IILA) to provide the Low Income Fare is Easy (LIFE) Program administration services for all regions in Los Angeles County and Not-to-Exceed (NTE) in the amount of \$9,569,484 for the three-year base period, \$3,545,396 for the first option year, and \$3,694,533 for the second option year, for a total combined NTE contract value of \$16,809,413, effective on January 1, 2025, subject to the resolution of properly submitted protest(s), if any;
- B. PASS-THROUGH the payment of up to \$5,345,624 for taxi voucher reimbursements over the three-year base period and two, one-year options. These pass-through costs shall be payable under Contract No. PS1214178000, for a total combined NTE contract value of \$22,155,037; and
- C. EXECUTE individual contract modifications within the Board approved contract modification authority.

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

**28. SUBJECT: TRANSIT AMBASSADOR PROGRAM**

**2024-0535**

APPROVED ON CONSENT CALENDAR:

- A. AUTHORIZING the Chief Executive Officer to execute Modification No. 7 to Contract No. PS88001001 with Strive Well-Being Inc. to continue to provide Transit Ambassador Pilot Program services while staff transitions the Ambassador Program in-house, in the amount of \$6,500,000, increasing the current three-year base Not-to-Exceed (NTE) contract value from \$24,103,235 to \$30,603,235; and
- B. AMENDING the FY25 Budget by \$1,500,000 to pay for additional Ambassador presence to support the agency's efforts to increase visible presence of uniformed personnel.

**29. SUBJECT: METRO MICRO PILOT SERVICES**

**2024-0989**

AUTHORIZED ON CONSENT CALENDAR the Chief Executive Officer to:

- A. AWARD an Indefinite Delivery/Indefinite Quantity (IDIQ) Contract No. OP122943001 for the Metro Micro Contracted Services - North Region to Nomad Transit, LLC, a wholly owned subsidiary of Via Transportation, Inc. to provide on-demand Microtransit operations services in the Not-to-Exceed (NTE) amount of \$45,008,012.36 for the three-year base term and \$47,058,021.47 for the three-year option term, for a total combined NTE amount of \$92,066,033.83, effective December 16, 2024, subject to the resolution of all properly submitted protest(s), if any; and
- B. AWARD an Indefinite Delivery/Indefinite Quantity (IDIQ) Contract No. OP122943002 for the Metro Micro Contracted Services - South Region to Nomad Transit, LLC, a wholly owned subsidiary of Via Transportation, Inc. to provide on-demand Microtransit operations services in the NTE amount of \$21,002,472.24 for the three-year base term and \$21,951,012.21 for the three-year option term, for a total combined NTE amount of \$42,953,484.45, effective December 16, 2024, subject to the resolution of properly submitted protest(s), if any.

**34. SUBJECT: 2025 LEGISLATIVE PROGRAM**

**2024-1031**

APPROVED AS AMENDED:

- A. RECEIVING the State and Federal Legislative Report;
- B. ADOPTING the proposed 2025 Federal Legislative Program; and

(continued on next page)

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C. ADOPTING the proposed 2025 State Legislative Program.

HAHN AMENDMENT: Include in Attachment B, Goal 2, support for a Transportation Bond.

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

**35. SUBJECT: COLLECTIVE BARGAINING AGREEMENT**

**2024-1070**

AUTHORIZE the Chief Executive Officer to:

- A. EXECUTE successor collective bargaining agreement with the International Brotherhood of Teamsters Union Local 911 (Teamsters), effective July 1, 2024; and
- B. AMEND the FY25 budget in the amount of \$3.7 million for the implementation of the wage and benefit changes for the approval of the final collective bargaining agreement.

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

**36. SUBJECT: ACKNOWLEDGMENT OF BOARD MEMBER**

**2024-1097**

ACKNOWLEDGED outgoing Board Director Paul Krekorian.

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

**37. SUBJECT: CLOSED SESSION**

**2024-1102**

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

- 1. Bryan Avrey v. LACMTA, Case No. 22STCV27854

APPROVED settlement in the amount of \$450,000.

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

(continued on next page)



(Item 37 – continued from previous page)

2. Adam Chisnall v. LACMTA, Case No. 21STCV25746

APPROVED settlement in the amount of \$350,000.

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

**B. Public Employee Performance Evaluations - Government Code**

**Section 54957:**

Title: CEO, General Counsel, Board Clerk, Inspector General, Chief Ethics Officer

NO REPORT.

**ADJOURNED IN MEMORY OF WALLY SHIDLER AT 1:32 P.M.**

Prepared by: Jennifer Avelar

Sr. Administrative Analyst, Board Administration



Collette Langston, Board Clerk



**Board Report**

**File #:** 2024-1088, **File Type:** Program

**Agenda Number:** 7.

**PLANNING AND PROGRAMMING COMMITTEE  
JANUARY 15, 2025**

**SUBJECT: MEASURE M MULTI-YEAR SUBREGIONAL PROGRAM UPDATE - ARROYO  
VERDUGO SUBREGION**

**ACTION: APPROVE RECOMMENDATION**

**RECOMMENDATION**

CONSIDER:

A. APPROVING:

1. programming of \$9,874,631 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Modal Connectivity and Complete Streets Projects and reprogramming of projects previously approved to meet the project schedules, as shown in Attachment A;
2. programming of \$11,477,370 within the capacity of Measure M MSP - Transit Projects and reprogramming of projects previously approved to meet the project schedules, as shown in Attachment B;
3. inter-program borrowing and programming of \$1,213,412 from the Subregion’s Measure M MSP - Modal Connectivity and Complete Streets Projects to the Measure M MSP - Highway Efficiency, Noise Mitigation and Arterial Projects and reprogramming of projects previously approved to meet the project schedule, as shown in Attachment C;
4. programming of \$3,465,970 within the capacity of Measure M MSP - Subregional Equity Program, as shown in Attachment D; and

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

**ISSUE**

Measure M MSPs are included in the Measure M Expenditure Plan, attached to the Measure M Ordinance. All MSP funds are limited to capital projects. The update allows the Arroyo Verdugo Subregion and implementing agencies to approve new eligible projects for funding and revise the project scope of work, budgets, and schedules for previously funded projects.

This update includes changes to projects that previously received Board approvals and funding allocations for new projects. Funds are programmed through Fiscal Year (FY) 2027-28. The Board's approval is required to update the project lists (Attachments A, B, C, and D), which serve as the basis for Metro to enter into agreements and/or amendments with the respective implementing agencies.

## **BACKGROUND**

At its May 2019 meeting, the Board approved Arroyo Verdugo Subregion's first MSP Five-Year Plan and programmed funds in 1) Modal Connectivity/Complete Streets (expenditure line 62); and 2) Transit (expenditure line 65) Programs. The Subregion also identified several priority projects that were eligible for the Active Transportation and Highway Efficiency/Noise Mitigation/Arterial Projects (expenditure lines 71 and 83 - funds scheduled to be available in 2033 and 2048, respectively) and elected to borrow from the Modal Connectivity/Complete Streets and Transit Programs to advance those projects. Since the first Plan, staff updated the Board in November 2020, September 2021, and January 2023.

Based on the amount provided in the Measure M Expenditure Plan, a total of \$72.75 million was forecasted for programming from FY 2017-18 to FY 2027-28. Measure M MSP Lapsing Policy allows expending the funds within three years from the year the funds are programmed. In prior actions, the Metro Board approved programming of \$42.26 million. Therefore, \$30.49 million is available to the Subregion for programming as part of this update.

## **DISCUSSION**

Staff worked closely with the Arroyo Verdugo Communities Joint Powers Authority (AVCJPA), its consultants, and the implementing agencies on project eligibility reviews of the proposed projects for this update. The jurisdictional requests are proposed by the cities and approved/forwarded by the subregion. In line with the Metro Board adopted guidelines and June 2022 Objectives for Multimodal Highways Investments, cities provide documentation demonstrating community support, project need, and multimodal transportation benefits that enhance safety, support traffic mobility, economic vitality, and enable a safer and well-maintained transportation system. Cities lead and prioritize all proposed transportation improvements, including procurement, the environmental process, outreach, final design, and construction. Each city and/or agency, independently and in coordination with the subregion undertakes their jurisdictionally determined community engagement process specific to the type of transportation improvement they seek to develop. These locally determined and prioritized projects represent the needs of cities. To date, \$42.26 million has been programmed, of which \$13.16 million has been expended.

During staff review, Metro required a detailed project scope of work to confirm project eligibility, reconfirm funding eligibility for those that request changes in the project scope of work, and establish the program nexus during project reviews, i.e. project location information and limits, length, elements, phases, total estimated expenses and funding request, schedules, etc. Final approval of funds for the projects shall be contingent upon the implementing agency demonstrating the eligibility of each project, as required in the Measure M Master Guidelines. Staff expect the collection of the project details in advance of Metro Board action to enable the timely execution of project Funding

Agreements for approved projects. Additionally, all projects are subject to a close-out audit after completion, according to the Guidelines.

This report includes an inter-program borrowing of funds. This type of inter-program borrowing was approved in 2019, 2020, and 2023 for the Arroyo Verdugo Subregion and other Subregions in LA County. This is acceptable under the Metro Board-adopted Measure M Master Guidelines, as long as the projects meet the Measure M MSP funding eligibility, have consent from the affected subregion, and obtain Metro Board approval. In August 2024, the AVCJPA Board approved the inter-program borrowing.

This update includes funding adjustments for nine previously approved projects and six new projects. Attachments A, B, C, and D show the changes in project funding allocations since the last update to the Board. Three projects have been completed and are in the close-out audit process.

#### Modal Connectivity and Complete Streets Projects (expenditure line 62)

This update includes funding adjustments to two existing and five new projects as follows:

##### *Glendale*

- Reprogram previously approved funds and program an additional \$4,938,165 as follows: \$1,876,827 from FY 25 to FY 26 and \$4,938,165 in FY 27 for MM4101.08 - Honolulu Avenue Rehabilitation Project. The project improves pedestrian safety, installs new bicycle infrastructure and raised medians, and provides refuge islands for pedestrians and bicyclists crossing the wide roadway. The funds will be used to complete the Project's Plan Specifications and Estimates (PS&E), and construction phases.

##### *Pasadena*

- Reprogram previously approved funds and program an additional \$132,077 as follows: \$237,923 in FY 25 and \$732,077 from FY 25 to FY 27 for MM4101.09 - New Traffic Signals and Curb Extension at Sierra Bonita & Orange Grove. This project includes the installation of a traffic signal at the intersection of Sierra Bonita Avenue and Orange Grove Boulevard. The funds will be used to complete the Project's PS&E, and construction phases.
- Program \$1,204,389 as follows: \$600,000 in FY 27 and \$604,389 in FY 28 for MM4101.12 - Citywide Continental X-walk Project. This project provides for the systematic replacement of existing marked crosswalk striping with continental-style crosswalks citywide. The funds will be used to complete the Project's PS&E, and construction phases.
- Program \$1,200,000 as follows: \$600,000 in FY 25 and \$600,000 in FY 28 for MM4101.13 - Installation of Pedestrian Hybrid Beacons. This project provides for the installation of High-Intensity Activated Crosswalks (HAWKs) at two locations in the city. The funds will be used to complete the Project's PS&E, and construction phases.
- Program \$1,000,000 in FY 27 for MM4101.14 - Citywide Leading Pedestrian Interval. The

project provides traffic signal enhancement to improve pedestrian safety, especially in areas with higher vehicle-pedestrian conflict. The funds will be used to complete the Project's PS&E, and construction phases.

### *South Pasadena*

- Program \$900,000 in FY 26 for MM4101.15 - Mission Street- Pasadena Avenue to Arroyo Intersection Improvement Project. This project improves the intersection of Mission Street between Pasadena Avenue and Arroyo Drive with multi-modal and safety improvements for all modes with bike lane connectivity, ADA-compliant ramps, expanded sidewalks, curb improvements, pedestrian access, and safety improvements with restriping. The funds will be used to complete the Project's construction phase.
- Program \$500,000 in FY 27 for MM4101.16 - Garfield/Monterey Traffic Signal & Bike Lane Project. The project seeks to improve the intersection of Garfield Avenue and Monterey Road with a new traffic signal, and bicycle lanes and bike route improvements along Garfield Avenue between Fair Oaks to Huntington Drive in accordance with the City's Bike Master Plan. The funds will be used to complete the Project's construction phase.

### Transit Projects (Expenditure Line 65)

This update includes funding adjustments to three existing projects as follows:

#### *Burbank*

- Program an additional \$4,818,966 in FY 28 for MM4102.07 - BurbankBus Zero Emission Bus Purchase. The funds will be used to purchase five battery electric 35-foot transit vehicles for BurbankBus to support the City's plans for transit electrification. This project is receiving funds under the Transit and Subregional Equity Programs.

#### *Glendale*

- Program an additional \$3,879,850 in FY 28 for MM4102.08 - Electrification of Beeline Transit Fleet. The funds will be used to purchase nine battery-electric buses and chargers, to replace Beeline CNG buses that have reached their useful life with battery-electric buses. This project is receiving funds under the Transit and Subregional Equity Programs.

#### *Pasadena*

- Reprogram previously approved funds and program an additional \$2,778,554 as follows: \$700,000 in FY 20, \$4,670,015 in FY 25, and \$4,481,425 in FY 28 for MM4102.04 - Purchase Replacement Buses. The funds will be used for the purchase of replacement and expansion transit vehicles, as well as zero-emission transit vehicle infrastructure to support zero-emission vehicle transition for the City of Pasadena's fixed route and paratransit system.

### Highway Efficiency, Noise Mitigation and Arterial Projects (Expenditure Line 83)



This update includes funding adjustments to one new project as follows:

*Los Angeles County*

- Program \$1,213,412 as follows: \$606,706 in FY 27 and \$606,706 in FY 28 for MM5506.09 - I-210 Soundwalls: EB from La Crescenta Ave. to SB SR-2 Connector, an existing Measure R funded project (MR310.44). The project will construct soundwalls on the I-210 to provide a sound barrier from La Crescenta Avenue to State Route 2. The funds will be used to complete the Project's construction phase.

Subregional Equity Program (Expenditure Line 68)

This update includes funding adjustments to four new projects as follows:

*Burbank*

- Program \$837,129 in FY 28 for MM4102.07 - BurbankBus Zero Emission Bus Purchase. The funds will be used to purchase five battery electric 35-foot transit vehicles for BurbankBus to support the City's plans for transit electrification. This project is receiving funds under the Transit and Subregional Equity Programs.

*Glendale*

- Program \$1,531,825 in FY 28 for MM4102.08 - Electrification of Beeline Transit Fleet. The funds will be used to purchase nine battery-electric buses and chargers, to replace Beeline CNG buses that have reached their useful life with battery-electric buses. This project is receiving funds under the Transit and Subregional Equity Programs.

*Pasadena*

- Program \$500,000 in FY 27 for the Neighborhood Traffic Management Program at Mountain St. & Raymond Ave. This project provides for the installation of traffic calming elements, including the reconfiguration of the intersection at Mountain Street and Raymond Avenue. The funds will be used to complete the Project's PS&E, and construction phases.
- Program \$597,016 in FY 27 for the Bus Stop Enhancement Program. This project aims to enhance public transit by installing new bus benches, amenities, and concrete paving at various bus stop locations throughout the city. The funds will be used to complete the Project's construction phase.

**DETERMINATION OF SAFETY IMPACT**

Programming Measure M MSP funds to the Arroyo Verdugo Subregion projects will not have any adverse safety impact on Metro's employees or patrons.

## **FINANCIAL IMPACT**

In FY 25, \$15.3 million is budgeted in Cost Center 0441 (subsidies budget - Planning) for the Active Transportation Program (Project #474401), \$5.02 million is budgeted in Cost Center 0441 (subsidies budget - Planning) for the Transit Program (Project #474102), and \$100,000 is budgeted in Cost Center 0442 (Highway Subsidies) for the Highway Efficiency Program (Project #475506). Upon approval of this action, staff will reallocate necessary funds to appropriate projects within Cost Centers 0441 and 0442. Since these are multi-year projects, Cost Centers 0441 and 0442 will be responsible for budgeting the cost in future years.

### **Impact to Budget**

The source of funds for these projects are Measure M Highway Construction 17% and Measure M Transit Construction 35%. These fund sources are not eligible for Metro bus and rail operations expenses.

## **EQUITY PLATFORM**

The Arroyo Verdugo Subregion consists of five cities and the adjacent unincorporated area of Crescenta Valley/Montrose within Los Angeles County. Six percent of census tracts are defined as Equity Focus Communities (EFCs) in the Subregion, and these are in Burbank, Glendale, and Pasadena.

The Subregion proposed modal connectivity and complete street projects have a range of potential equity benefits for non-drivers, including pedestrian safety improvements, crosswalks improvements, addressing ADA compliance issues, bicycle infrastructure improvements, and traffic calming implementations. Additionally, the Subregion proposed Transit Program projects include bus purchases/replacements, which enhance multimodal transportation options, particularly for EFC communities. The EFC communities have high rates of households without access to an automobile and rely on transit for their daily needs.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommendation supports the following goals of the Metro Vision 2028 Strategic Plan:

Goal 1: Provide high-quality mobility options that enable people to spend less time traveling by alleviating the current operational deficiencies and improving mobility along the projects.

Goal 4: Transform LA County through regional collaboration by partnering with the Council of Governments and the local jurisdictions to identify the needed improvements and take the lead in the development and implementation of their projects.

## **ALTERNATIVES CONSIDERED**

The Board could choose not to approve the additional programming of funds or scope of work and project schedule changes for the Measure M MSP projects for the Arroyo Verdugo Subregion. This is

not recommended as the Subregion developed the proposed projects in accordance with the Measure M Ordinance, Guidelines, and Administrative Procedures, which may delay the development and delivery of projects.

### **NEXT STEPS**

Metro staff will continue to work with the subregion to identify and deliver projects. Funding Agreements will be executed with those who have funds programmed in FY 2024-25. Program/Project updates will be provided to the Board annually.

### **ATTACHMENTS**

Attachment A - Modal Connectivity and Complete Streets Project List

Attachment B - Transit Project List

Attachment C - Highway Efficiency, Noise Mitigation and Arterial Project List

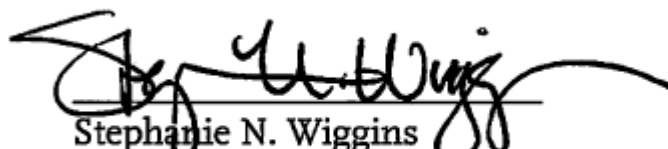
Attachment D - Subregional Equity Program Project List

Attachment E - Active Transportation Project List

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Stephanie N. Wiggins  
Chief Executive Officer

Arroyo Verdugo Subregion  
 Measure M Multi-Year Subregional Plan - Modal Connectivity and Complete Streets Projects (Expenditure Line 62)

						MEASURE M MSP FUNDS										
Agency	Project ID No.	Project/Location	Funding Phases	Note	Total Project Costs	Prior Alloc	Alloc Change	Current Alloc	1st Program Year	Prior Years	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
1	AVCJPA	MM101.01	Planning Activities for the Measure M MSPs	Planning		\$ 88,238	\$ 88,238	\$ 88,238	2017-18	\$ 64,625	\$ 11,766	\$ 11,848				
2	Glendale	MM4101.08	Honolulu Avenue Rehabilitation Project	PS&E Construction	Chg	6,814,992	\$ 1,876,827	\$4,938,165	\$ 6,814,992	2025-26			\$ 1,876,827	\$ 4,938,165		
3	La Canada Flintridge	MM4101.02	Foothill Blvd. Link Bikeway and Pedestrian Greenbelt	Construction	Compl	3,647,725	953,919	953,919	2021-22	953,919						
4	Pasadena	MM4101.03	Avenue 64 Complete Street Project	PS&E Construction		3,600,000	1,800,000	1,800,000	2020-21	1,800,000						
5	Pasadena	MM4101.04	North Hill Complete Street Project	PS&E Construction		1,600,000	1,500,000	1,500,000	2019-20	1,500,000						
6	Pasadena	MM4101.06	Pedestrian Crossing Enhancement Program	Construction		236,148	236,148	236,148	2023-24	-	236,148					
7	Pasadena	MM4101.07	New Traffic Signals for Pedestrian Connectivity	Construction		683,000	683,000	683,000	2023-24	-	683,000					
8	Pasadena	MM4101.09	New Traffic Signals and Curb Extension at Sierra Bonita & Orange Grove	PS&E Construction	Chg	970,000	837,923	132,077	970,000	2024-25	-	237,923		732,077		
9	Pasadena	MM4101.10	Installation of Crosswalk at Washington Boulevard and Hudson Avenue	Construction		500,000	500,000	500,000	2024-25	-	500,000					
10	Pasadena	MM4101.12	Citywide Continental X-walk Project	PS&E Construction	New	1,204,389	-	1,204,389	1,204,389	2026-27				600,000	604,389	
11	Pasadena	MM4101.13	Installation of Pedestrian Hybrid Beacons	PS&E Construction	New	1,200,000	-	1,200,000	1,200,000	2024-25		600,000			600,000	
12	Pasadena	MM4101.14	Citywide Leading Pedestrian Interval	PS&E Construction	New	1,000,000	-	1,000,000	1,000,000	2026-27				1,000,000		
13	South Pasadena	MM4101.11	Pedestrian Crossing Devices	PS&E Construction		322,624	322,624	322,624	2022-23	200,000	122,624					
14	South Pasadena	MM4101.15	Mission Street- Pasadena Ave to Arroyo Intersection Improvement Project	Construction	New	1,100,000	-	900,000	900,000	2025-26			900,000			
15	South Pasadena	MM4101.16	Garfield/Monterey Traffic Signal & Bike Lane Project	Construction	New	575,000	-	500,000	500,000	2026-27				500,000		
<b>Total Programming Amount</b>						<b>\$ 23,542,116</b>	<b>\$8,798,679</b>	<b>\$9,874,631</b>	<b>\$18,673,310</b>		<b>\$4,518,544</b>	<b>\$1,053,538</b>	<b>\$1,349,771</b>	<b>\$2,776,827</b>	<b>\$7,770,242</b>	<b>\$1,204,389</b>

Arroyo Verdugo Subregion  
 Measure M Multi-Year Subregional Plan - Transit Projects (Expenditure Line 65)

						MEASURE M MSP FUNDS										
Agency	Project ID No.	Project/Location	Funding Phases	Note	Total Project Costs	Prior Alloc	Alloc Change	Current Alloc	1st Program Year	Prior Year Prog	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
1	AVCJPA	MM101.01	Planning Activities for the Measure M MSPs	Planning		\$ 112,308	\$ 112,308	\$ 112,308	2017-18	\$ 82,253	\$ 14,975	\$ 15,080				
2	Burbank	MM4102.01	BurbankBus State of Good Repair - Bus Replacement	Vehicle Purchase		1,800,000	\$ 1,800,000	\$ 1,800,000	2021-22	\$ 1,800,000						
3	Burbank	MM4102.07	BurbankBus Zero Emission Bus Purchase	Vehicle Purchase	Chg	9,215,953	4,396,987	4,818,966	2025-26	-			4,396,987		4,818,966	
4	Glendale	MM4102.02	Beeline Maintenance Facility	Construction	Compl	8,668,000	4,426,000	4,426,000	2019-20	4,426,000						
5	Glendale	MM4102.03	Beeline Replacement Buses (CFP# F9435)	Vehicle Purchase		4,125,000	832,051	832,051	2020-21	832,051						
6	Glendale	MM4102.06	Beeline Bus Purchase and Bus-Related Infrastructure	Vehicle Purchase		9,600,000	2,316,963	2,316,963	2023-24	-	2,316,963					
7	Glendale	MM4102.08	Electrification of Beeline Transit Fleet	Vehicle Purchase Construction	Chg	11,250,000	2,388,773	3,879,850	2024-25	-		2,388,773			3,879,850	
8	La Canada Flintridge	MM4102.09	Bus Purchase for Fleet Electrification	Vehicle Purchase		360,000	360,000	360,000	2024-25	-		360,000				
9	Pasadena	MM4102.04	Purchase Replacement Buses	Vehicle Purchase	Chg	18,807,852	7,072,886	2,778,554	2019-20	700,000		4,670,015			4,481,425	
<b>Total Programming Amount</b>						<b>\$ 63,939,113</b>	<b>\$23,705,968</b>	<b>\$11,477,370</b>	<b>\$ 35,183,337</b>		<b>\$7,840,304</b>	<b>\$2,331,938</b>	<b>\$7,433,868</b>	<b>\$4,396,987</b>	<b>\$ -</b>	<b>\$13,180,241</b>

Arroyo Verdugo Subregion

Measure M Multi-Year Subregional Plan - Highway Efficiency, Noise Mitigation and Arterial Projects (Expenditure Line 83)

						MEASURE M MSP FUNDS										
Agency	Project ID No.	Project/Location	Funding Phases	Note	Total Project Costs	Prior Alloc	Alloc Change	Current Alloc	1st Program Year	Prior Years Prog	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
1	LA County	MM5506.09	I-210 Soundwalls: EB from La Crescenta Ave. to SB SR-2 Connector (MR310.44)	Construction	New	\$ 11,187,812		\$ 1,213,412	\$ 1,213,412	2026-27					\$ 606,706	\$ 606,706
2	South Pasadena	MM5506.06	Grevelia Street and Fair Oaks Avenue	PS&E Construction		200,000	200,000	200,000	2022-23	50,000	150,000					
3	South Pasadena	MM5506.07	Columbia Street Striping and Signals	PS&E Construction		300,000	300,000	300,000	2023-24		50,000	250,000				
4	South Pasadena	MM5506.08	Orange Grove Avenue Widening from Oliver Street to Arroyo Seco Parkway	PS&E Construction		500,000	500,000	500,000	2023-24		50,000	100,000	350,000			
<b>Total Programming Amount</b>						<b>\$ 12,187,812</b>	<b>\$1,000,000</b>	<b>\$1,213,412</b>	<b>\$2,213,412</b>		<b>\$ 50,000</b>	<b>\$ 250,000</b>	<b>\$ 350,000</b>	<b>\$ 350,000</b>	<b>\$ 606,706</b>	<b>\$ 606,706</b>

Arroyo Verdugo Subregion  
 Measure M Multi-Year Subregional Plan - Subregional Equity Program (Expenditure Line 68)

						MEASURE M MSP FUNDS									
Agency	Project ID No.	Project/Location	Funding Phases	Note	Total Project Costs	Prior Alloc	Alloc Change	Current Alloc	1st Program Year	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
1	AVCJPA	MM101.01	Planning Activities for the Measure M MSPs	Planning		\$ 8,026	\$ 8,026	\$ 8,026	2023-24	\$ 4,013	\$ 4,013				
2	Burbank	MM4102.07	BurbankBus Zero Emission Bus Purchase	Vehicle Purchase	New	9,215,953	-	837,129	837,129	2027-28				837,129	
3	Glendale	MM4102.08	Electrification of Beeline Transit Fleet	Vehicle Purchase	New	11,250,000		1,531,825	1,531,825	2027-28				1,531,825	
4	Pasadena	MMXXXX.01	Neighborhood Traffic Management Program at Mountain St. & Raymond Ave.	PS&E Construction	New	500,000		500,000	500,000	2026-27			500,000		
5	Pasadena	MMXXXX.02	Bus Stop Enhancement Program	Construction	New	3,000,000		597,016	597,016	2026-27			597,016		
<b>Total Programming Amount</b>						<b>\$ 23,973,979</b>	<b>\$ 8,026</b>	<b>\$3,465,970</b>	<b>\$3,473,996</b>		<b>\$ 4,013</b>	<b>\$ 4,013</b>	<b>\$ -</b>	<b>\$1,097,016</b>	<b>\$2,368,954</b>

Arroyo Verdugo Subregion  
 Measure M Multi-Year Subregional Plan - Active Transportation Projects (Expenditure Line 71)

						MEASURE M MSP FUNDS										
Agency	Project ID No.	Project/Location	Funding Phases	Note	Total Project Costs	Prior Alloc	Alloc Change	Current Alloc	1st Program Year	Prior Years Prog	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	
1	Burbank	MM4103.01	Victory Blvd. Connectivity Gap Closure and Transit Enhancements - Between Downtown Burbank Metrolink station and Alameda Ave.	PS&E ROW Construction	compl	\$ 8,109,288	\$ 3,000,000		\$ 3,000,000	2018-19	\$ 3,000,000					
2	Glendale	MM4103.02	Victory Boulevard Project - Burbank City Limit to River Walk bikeway entrance in Glendale	PS&E Construction		5,951,587	5,951,587		5,951,587	2020-21	354,640	5,596,947				
<b>Total Programming Amount</b>						<b>\$ 14,060,875</b>	<b>\$ 8,951,587</b>	<b>\$ -</b>	<b>\$ 8,951,587</b>		<b>\$ 3,354,640</b>	<b>\$ 5,596,947</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>



A large, stylized letter 'M' is positioned at the top of the slide. The 'M' is composed of several white, rectangular blocks that are slightly offset from each other, creating a 3D effect. The background behind the 'M' is a dark green circle, which is set against a larger red circle that occupies the upper left and middle portions of the slide. The overall design is modern and geometric.

# Measure M Multi-year Subregional Program Arroyo Verdugo Subregion

Planning and Programming Committee  
January 15, 2025

# Arroyo Verdugo Subregion

- Five Multi-Year Subregional Program (MSP)
  - Modal Connectivity and Complete Streets Projects (expenditure line 62)
  - Transit Projects (expenditure line 65)
  - Active Transportation (expenditure line 71)
  - Highway Efficiency, Noise Mitigation and Arterial Projects (expenditure line 83)
  - Subregion Equity Program (expenditure line 68)
- Limited to Capital projects
  - Environmental Phase and forward

Los Angeles County Transportation Expenditure Plan  
(2015 \$ in thousands)

**ATTACHMENT A**  
Groundbreaking Sequence  
(Exceptions Noted)

For Reference Only	Project (Final Project to be Defined by the Environmental Process)	Notes	Schedule of Funds Available		Subregion*	2016 - 2067 Local, State, Federal, Other Funding 2015\$	Measure M Funding 2015\$	Most Recent Cost Estimate 2015\$**	Modal Code
			Ground- breaking Start Date†	Expected Opening Date (3 year range)					
<b>Multi-Year Subregional Programs</b>									
47	Metro Active Transport, Transit 1st/Last Mile Program	p	FY 2018	FY 2057	sc	\$0	\$857,500	\$857,500	H
48	Visionary Project Seed Funding	p	FY 2018	FY 2057	sc	\$0	\$20,000	\$20,000	T
49	Street Car and Circulator Projects	k,p	FY 2018	FY 2022	sc	\$0	\$35,000	\$35,000	T
50	Transportation System and Mobility Improve. Program		FY 2018	FY 2032	sb	\$0	\$293,500	\$293,500	H
51	Active Transportation 1st/Last Mile Connections Prog.		FY 2018	FY 2057	w	\$0	\$361,000	\$361,000	H
52	Active Transportation Program		FY 2018	FY 2057	nc	\$0	\$264,000	\$264,000	H
53	Active Transportation Program		FY 2018	FY 2057	gc	\$0	TBD	TBD	H
54	Active Transportation Program (Including Greenway Proj.)		FY 2018	FY 2057	sg	\$0	\$231,000	\$231,000	H
55	Active Transportation, 1st/Last Mile, & Mobility Hubs		FY 2018	FY 2057	cc	\$0	\$215,000	\$215,000	H
56	Active Transportation, Transit, and Tech. Program		FY 2018	FY 2032	lvn	\$0	\$32,000	\$32,000	T
57	Highway Efficiency Program		FY 2018	FY 2032	lvn	\$0	\$133,000	\$133,000	H
58	Bus System Improvement Program		FY 2018	FY 2057	sg	\$0	\$55,000	\$55,000	T
59	First/Last Mile and Complete Streets		FY 2018	FY 2057	sg	\$0	\$198,000	\$198,000	H
60	Highway Demand Based Prog. (HOV Ext. & Connect.)		FY 2018	FY 2057	sg	\$0	\$231,000	\$231,000	H
61	I-605 Corridor "Hot Spot" Interchange Improvements @		FY 2018	FY 2057	gc	\$240,000	\$1,000,000	\$1,240,000	H
62	Modal Connectivity and Complete Streets Projects		FY 2018	FY 2057	av	\$0	\$202,000	\$202,000	H
63	South Bay Highway Operational Improvements		FY 2018	FY 2057	sc	\$600,000	\$500,000	\$1,100,000	H
64	Transit Program		FY 2018	FY 2057	nc	\$500,000	\$88,000	\$588,000	T
65	Transit Projects		FY 2018	FY 2057	av	\$0	\$257,100	\$257,100	T
66	Transportation System and Mobility Improve. Program		FY 2018	FY 2057	sb	\$0	\$350,000	\$350,000	H
67	North San Fernando Valley Bus Rapid Transit Improvements	p,s	FY 2019	FY 2023	sc	\$0	\$180,000	\$180,000	T
68	Subregional Equity Program	p,s	FY 2018	FY 2057	sc	TBD	TBD	\$1,196,000	T/H
69	Countywide BRT Projects Ph 1 (All Subregions)	l,p	FY 2020	FY 2022	sc	\$0	\$50,000	\$50,000	T
70	Countywide BRT Projects Ph 2 (All Subregions)	l,p	FY 2030	FY 2032	sc	\$0	\$50,000	\$50,000	T
71	Active Transportation Projects		FY 2033	FY 2057	av	\$0	\$136,500	\$136,500	H
72	Los Angeles Safe Routes to School Initiative		FY 2033	FY 2057	cc	\$0	\$250,000	\$250,000	H
73	Multimodal Connectivity Program		FY 2033	FY 2057	nc	\$0	\$239,000	\$239,000	H
74	Countywide BRT Projects Ph 3 (All Subregions)	l,p	FY 2040	FY 2042	sc	\$0	\$50,000	\$50,000	T
75	Arterial Program		FY 2048	FY 2057	nc	\$0	\$726,130	\$726,130	H
76	BRT and 1st/Last Mile Solutions e.g. DASH		FY 2048	FY 2057	cc	\$0	\$250,000	\$250,000	T
77	Freeway Interchange and Operational Improvements		FY 2048	FY 2057	cc	\$0	\$195,000	\$195,000	H
78	Goods Movement (Improvements & RR Xing Elim.)		FY 2048	FY 2057	sg	\$0	\$33,000	\$33,000	T
79	Goods Movement Program		FY 2048	FY 2057	nc	\$0	\$104,000	\$104,000	T
80	Goods Movement Projects		FY 2048	FY 2057	av	\$0	\$81,700	\$81,700	T
81	Highway Efficiency Program		FY 2048	FY 2057	nc	\$0	\$128,870	\$128,870	H
82	Highway Efficiency Program		FY 2048	FY 2057	sg	\$0	\$534,000	\$534,000	H
83	Highway Efficiency, Noise Mitig. and Arterial Projects		FY 2048	FY 2057	av	\$0	\$602,800	\$602,800	H
84	ITS/Technology Program (Advanced Signal Tech.)		FY 2048	FY 2057	sg	\$0	\$66,000	\$66,000	H
85	LA Streetscape Enhance. & Great Streets Program		FY 2048	FY 2057	cc	\$0	\$450,000	\$450,000	H
86	Modal Connectivity Program		FY 2048	FY 2057	lvn	\$0	\$68,000	\$68,000	H
87	Public Transit State of Good Repair Program		FY 2048	FY 2057	cc	\$0	\$402,000	\$402,000	T
88	Traffic Congestion Relief and Improvement Program		FY 2048	FY 2057	lvn	\$0	\$63,000	\$63,000	H
89	Traffic Congestion Relief/Signal Synchronization		FY 2048	FY 2057	cc	\$0	\$50,000	\$50,000	H
90	Arroyo Verdugo Projects to be Determined		FY 2048	FY 2057	av	\$0	\$110,600	\$110,600	H
91	Countywide BRT Projects Ph 4 (All Subregions)	p	FY 2050	FY 2052	sc	\$90,000	\$10,000	\$100,000	T
92	Countywide BRT Projects Ph 5 (All Subregions)	p	FY 2060	FY 2062	sc	\$0	\$100,000	\$100,000	T
93	Multi-Year Subregional Programs Subtotal					\$1,430,000	\$10,253,700	\$12,879,700	
94	<b>GRAND TOTAL</b>					<b>\$21,011,027</b>	<b>\$31,243,641</b>	<b>\$53,450,669</b>	

# January 2025 Recommendations

## CONSIDER:

### A. APPROVING:

1. programming of \$9,874,631 within the capacity of Measure M Multi-Year Subregional Program (MSP) - Modal Connectivity and Complete Streets Projects;
2. programming of \$11,477,370 within the capacity of Measure M MSP - Transit Projects;
3. inter-program borrowing and programming of \$1,213,412 from the Subregion's Measure M MSP - Modal Connectivity and Complete Streets Projects to the Measure M MSP - Highway Efficiency, Noise Mitigation and Arterial Projects;
4. programming of \$3,465,970 within the capacity of Measure M MSP - Subregional Equity Program; and

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

# Next Steps

- Execute Funding Agreements with the implementing agencies to initiate projects
- Continue working with the Subregion to identify and deliver projects
- Return to the Board annually for Program/Project updates



**Board Report**

**File #:** 2024-1020, **File Type:** Program

**Agenda Number:** 8.

**PLANNING AND PROGRAMMING COMMITTEE  
JANUARY 15, 2025**

**SUBJECT: MEASURE R MULTIMODAL HIGHWAY SUBREGIONAL PROGRAMS - SEMI-ANNUAL UPDATE**

**ACTION: APPROVE RECOMMENDATION**

**RECOMMENDATION**

CONSIDER:

- A. APPROVING \$23,664,419 in additional programming within the capacity of Measure R Multimodal Highway Subregional Programs and funding changes via the updated project list shown in Attachment A. Projects within this Measure R Multimodal Highway Subregional Program are inclusive of traffic signal, pedestrian, bicycle, transit, and roadway improvements;
- B. APPROVING the deobligation of \$4,317,812 in previously approved Measure R Multimodal Highway Subregional Program funds to re-allocate said funds to other existing Board-approved Measure R projects as shown in Attachment A; and
- C. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements for Board-approved projects.

**ISSUE**

The Measure R Multimodal Subregional Programs update reports on project priorities that have been revised and budgets that need to be amended to implement the Measure R multimodal subregional projects. In June 2021, the Board approved the [Metro Highway Modernization Program](https://boardagendas.metro.net/board-report/2021-0467/) expanding funding eligibility for active transportation and complete street projects within Measure R and Measure M guidelines. Metro staff works with local jurisdictions on the inclusion of multimodal elements.

The updated project list (Attachment A) reflects new projects, projects that have received prior Board approval, and proposed changes related to schedules, scope, and funding allocations for existing projects. The Board’s approval is required as the updated project list serves as the basis for Metro to enter into agreements with the respective implementing agencies.

## **BACKGROUND**

Per the Measure R Expenditure Plan, Arroyo Verdugo Subregion (Line 31), Las Virgenes/Malibu Subregion (Line 32), South Bay Subregion (Line 33), I-710 South and/or Early Action Projects (Line 37) and SR-138 Capacity Enhancements (Line 38) have been allocated under the multimodal highway operational improvement subfund program. In coordination with local jurisdictions, Metro staff leads the development and implementation of multi-jurisdictional and regionally significant highway and arterial projects. Staff also leads projects on behalf of local jurisdictions, at their request, and assists in developing projects within the subfund program.

Additionally, Metro staff manages grants for the Arroyo Verdugo, Las Virgenes/Malibu, Gateway, North Los Angeles County, and South Bay subregions that fund transportation improvements that have been developed and prioritized locally.

Local jurisdictions prioritize and develop projects that are eligible for both Measure R and Measure M program criteria. Metro staff work with cities, subregions, and grant recipients to review projects for eligibility and compliance with the Board-adopted policies outlined in Metro's Complete Streets Policy, Active Transportation Strategic Plan, and First/Last Mile Strategic Plan. Projects are also further evaluated by Metro staff to ensure the projects work toward reducing congestion, resolving operational deficiencies, improving safety, and incorporating multimodal elements.

A total allocation of \$1.89 billion has been designated in the Measure R Expenditure Plan for multimodal highway operational improvements. This funding supports a wide variety of projects and transportation improvements throughout Los Angeles County that maintain consistency with Metro's charge toward multimodal improvements that support the region's mobility needs and support safe, sustainable, environmentally friendly, and equitable transportation improvements. In addition, each project represents a collaborative effort involving multi-departmental coordination during a project's early implementation phases when viable and warranted.

## **DISCUSSION**

The Measure R Expenditure Plan provides subregional funding for the implementation of multimodal highway capital projects. This includes traffic signal, pedestrian, bicycle, transit, and roadway improvements. The Measure R Expenditure Plan does not specifically identify individual multimodal highway capital projects; rather, local jurisdictions within the subregions identify candidate projects for Metro staff review. Metro staff confirms project eligibility, reconfirms funding eligibility for projects that request scope changes, and establishes a project nexus to the eligibility criteria. Through the project evaluation period, Metro staff works with local jurisdictions to refine and integrate multimodal elements into each project that support safe, sustainable, environmentally friendly, and equitable transportation, before being brought for Board approval.

### **Arroyo Verdugo Operational Improvements**

A total of \$140,764,786 has been programmed for projects in the Arroyo Verdugo subregion to date. Of this amount, \$61.6 million has been spent to date, with 61 active projects currently in various stages of the project development process. This update includes funding adjustments for three existing projects and one new project.

#### **Glendale**

Deobligate \$1,200,000 for MR310.39 - Widening of SR-2 Freeway Ramps at Mountain. Based on the right-turn volume in the AM and PM peak, the northbound Route 2 off-ramp to Mountain Street is adequately operating and the proposed widening of the off-ramp to add a dedicated right-turn lane is not needed at this time.

Program an additional \$2,000,000 for MR310.62 - Downtown Glendale Signal and Mobility Improvements Project in FY24-25 for a revised budget of \$10,626,736. The Project is in the Plans, Specifications, and Estimates (PS&E) phase and funds are being programmed to fund the construction phase as the City anticipates increased costs. The Project includes software and hardware modifications to coordinate traffic flow via signal synchronization, benefiting all modes of transportation by improving phasing and timing operations and increasing safety through signalized intersections.

Program an additional \$783,560 for MR310.66 - Highway Safety Improvement Program (HSIP) Cycle 11 Local Match (Ped/Bike Improvements) Project in FY25-26 for a revised budget of \$2,000,000. The Project is in the PS&E phase and funds are being programmed to fully fund the project through the construction phase. The Project includes pedestrian/bike signal improvements and upgraded median, bike lane, and pedestrian crossings throughout the City of Glendale.

Program \$5,000,000 - Citywide Multi-Modal Equipment Modernization Project. This is a new project, and funds will be programmed as follows: \$250,000 in FY24-25 and \$4,750,000 in FY25-26. Funds are being programmed for PS&E and Construction phases to upgrade equipment and their ancillary components at key signalized intersections citywide. The Project includes upgrades such as a new bicycle detection, pedestrian countdown signal head, Accessible Pedestrian Signals Push Buttons, and LED Safety Lighting throughout the City of Glendale.

### **South Bay I-405, I-110, I-105 & SR-91 Improvements**

A total of \$454,100,337 has been programmed for projects in the South Bay subregion to date. Of this amount, \$153.5 million has been spent to date, with 84 active projects currently in various stages of the project development process. ]This update includes funding adjustments for one existing project.

#### **Gardena**

Program an additional \$500,000 for MR312.02 - Traffic Signal Reconstruction on Vermont at



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Redondo Beach Blvd and at Rosecrans Ave in FY25-26 for a revised budget of \$2,728,000. The Project is entering into the construction phase and the funds are being programmed to cover increased construction costs. The Project includes signal and intersection improvement to address the existing, near-term future, and long-range traffic conditions along the Vermont Avenue corridor. The improvements will improve safety, access, and operations by eliminating existing deficiencies at the intersections.

### **Gateway Cities I-605 Corridor “Hot Spots” Interchange Improvements**

A total of \$424,005,624 has been programmed for projects in the Gateway Cities subregion to date. Of this amount, \$64.8 million has been spent to date, with 78 active projects currently in various stages of the project development process. This update includes funding adjustments for six existing projects.

#### LA County

Modify the Project scope for MR315.07 - Mulberry Drive and Painter Avenue Intersection Improvements Project (the intersection is partially located in South Whittier and unincorporated Los Angeles County). The Project is in the design phase and the County is facing continued escalating costs of materials and services. The design team has reduced the scope of work to be able to deliver the Project within the Board-approved budget. As part of these adjustments, the design team is proposing the removal of the right and left turn storage lanes, as well as the right and left turn pockets proposed for Mulberry Drive. The Project will provide an additional northbound left turn lane along Painter Avenue. Additional features include north and southbound turn pockets along Painter Avenue, east and westbound right turn overlap phases, and signage for a Class III bike route along Mulberry Drive as outlined in the County Bicycle Master Plan.

Deobligate \$1,148,287 for MR315.11 - Valley View Avenue and Imperial Highway Intersection Improvements Project (the intersection is partially located in the City of La Mirada and unincorporated Los Angeles County) for a revised budget of \$491,713. The Project was in the design phase and had significant cost escalations. County staff performed a level of service analysis and considered reduced scopes to work within the project budget. It was found that the proposed reduction in the intersection improvement would no longer deliver operational improvements as originally intended. The remaining Project budget will be deobligated and returned to the subregion to fund active projects.

Deobligate \$1,969,525 for MR315.15 - Norwalk Boulevard and Whittier Boulevard Intersection Improvement Project (the intersection is partially located in the City of Whittier and unincorporated Los Angeles County) for a revised budget of \$860,475. The Project was in the design phase and had significant cost escalations. County staff performed a level of service analysis and considered reduced scopes to lower project costs. It was found that the proposed reduction in the intersection improvement would no longer deliver no operational improvements as originally intended. The City of Whittier has expressed interest in continuing work at this intersection. The remaining project budget will be deobligated and returned to the subregion. Staff will work to execute a new funding agreement with the City of Whittier.



### Norwalk

Program an additional \$580,000 for MR315.10 - Bloomfield Avenue at Imperial Highway Intersection Improvement Project for a revised budget of \$1,500,000. In addition, reprogram \$1,462,657 as follows: \$57,657 in FY24-25, and \$1,405,000 in FY25-26. The Project is in the right of way phase with additional funds being programmed to support right of way acquisitions needed to deliver the studied improvements and to support escalated construction costs. The Project's originally programmed funds are being reprogrammed to account for the City's revised schedule. The Project includes additional east and westbound left turn lanes on Imperial Highway, modifying signal timing and operations, and providing Class II bike lanes north and southbound on Bloomfield Avenue.

Program an additional \$1,020,000 for MR315.26 - Studebaker Road at Alondra Boulevard Intersection Improvement Project in FY24-25 for a revised budget of \$1,500,000. The Project is completing the design phase, and funds are being programmed to account for increased construction costs due to unit price increases as a result of delays in utility relocations and Memoranda of Understanding needed with third party agencies. The Project includes an additional southbound left turn lane on Studebaker Road, increased left turn lane storage for Studebaker Road, and modifications to signal timing, operations, and improvements to the existing median.

### Santa Fe Springs

Program an additional \$1,297,371 for MR315.41 - Valley View Ave Intersection at Alondra Blvd Improvements Project for a revised budget of \$4,884,371. In addition, reprogram \$4,864,500 as follows: \$3,567,129 in FY24-25, and \$1,297,371 in FY25-26. The Project is in the design phase and funds are being programmed for the City to finalize its 100% PS&E. Additional funds are being programmed to support right-of-way acquisitions needed to deliver the Project improvements and escalated construction costs since the engineer's estimate was prepared for this Project. The City is reprogramming its original funds to account for its new Project timeline. The Project includes restriping Alondra Boulevard to provide a right/through lane, two through lanes, and dual left turn lanes for both the eastbound and westbound directions. The Project will also widen the south side of Alondra Boulevard and reconstruct a raised median east of the intersection. The road improvements are aimed at improving mobility and safety along the major corridors.

### **Gateway Cities I-710 South Early Action Projects**

A total of \$359,347,757 has been programmed for projects in the Gateway Cities subregion. Of this amount, \$105.5 million has been spent to date, with 75 active projects currently in various stages of the project development process. This update includes funding adjustments for six projects.

### Metro

Program \$10,000,000 for I-710 Humphreys Avenue Crossing: A Pedestrian and Bicycle Crossing to Bridge the I-710 Divide in East Los Angeles Project. This is a new project, and funds will be programmed as follows: \$200,000 in FY25-26, \$1,300,000 in FY26-27, \$2,000,000 in FY27-28, \$2,300,000 in FY28-29 and \$4,200,000 in FY29-30. The Project's environmental and design phases

will be led by Metro, but construction will be implemented by Caltrans or another entity besides Metro. The Project includes crosswalk and sidewalk upgrades to meet ADA requirements, and upgrades to the Humphreys Bridge.

Program up to \$200,000 for I-710 Humphreys Avenue Crossing: A Pedestrian and Bicycle Crossing to Bridge the I-710 Divide in East Los Angeles - Caltrans Oversight. This is a new Metro-led project and funds will be programmed: \$200,000 in FY26-27. The project is in the planning phase and funds are being programmed to begin the environmental phase of the project. The Project includes crosswalk and sidewalk upgrades, ADA-compliant elements, and upgrades to the I-710 Humphreys Bridge.

### Bell

Program an additional \$878,392 for MR306.44 - Gage Avenue Bridge Improvements Project for a revised budget of \$1,925,239. Funds will be programmed as follows: \$219,598 in FY24-25 and \$658,794 in FY25-26. The Project is in the PA&ED phase and funds are being programmed as recommended by the I-710 Technical Advisory Committee to complete the environmental document including traffic and environmental studies. The Project includes standard lane widths, shoulders, sidewalks, and new street lighting that will provide safety improvements to pedestrians.

### Lynwood

Reprogram \$1,000,000 for MR306.59 - Imperial Highway Capacity Enhancements Project. The funds are being reprogrammed as follows: \$1,000,000 in FY24-25, the budget remains the same at \$4,626,537. The Project is in the construction phase and funds are being reprogrammed to expand the scope and project limits. The Project includes traffic signal equipment and restriping between State Street and Wright Road along Imperial Highway. The purpose of this Project is to implement a range of improvements to the existing intersections to improve safety and operations.

### South Gate

Reprogram \$89,594 for MR306.57 - Imperial Highway Improvements Project. The funds are being reprogrammed as follows: \$89,594 in FY24-25, the budget remains the same at \$966,250. The Project is in the construction phase and funds are being reprogrammed to extend the project limits to add a U-turn pocket on Imperial Highway. The Project includes raised center medians and traffic signal modifications along Imperial Highway. The Project aims to improve mobility, safety, and air quality along Imperial Highway.

### Signal Hill

Program \$1,404,720 - Willow Street to Cherry Avenue Efficient Traffic Corridors Project. This is a new project and funds will be programmed as follows: \$172,500 in FY25-26 and \$1,232,220 in FY26-27. The Project is in the Project Approval and Environmental Documentation (PA&ED) phase, and funds are being programmed to be used as seed funding for the HSIP Grant, which requires a 20% match. The Project includes mitigation measures, traffic signal upgrades, and traffic signal coordination.

### **North County SR-138 Safety Enhancements**

A total of \$200,000,000 has been programmed for projects in the North County subregion to date. Of this amount, \$73.8 million has been spent to date, with 12 active projects currently in various stages of the project development process. This update includes funding adjustments for one existing project.

Reprogram \$25,000,000 for MR501.01 - The Old Road - Magic Mountain Parkway to Turnberry Lane. The funds are being reprogrammed as follows: \$2,000,000 in FY24-25, \$21,000,000 in FY25-26 and \$2,000,000 in FY26-27, the budget remains the same at \$25,000,000. This Project will be in the construction phase and funds are being reprogrammed to better align with the project timeline. The Project includes realigning and widening the roadway to include bike lanes and sidewalks to provide multimodal improvements on the existing roadway.

### **DETERMINATION OF SAFETY IMPACT**

The multimodal subregional programs support the development of a safer transportation system that will provide high-quality multimodal mobility options to enable people to spend less time traveling.

### **FINANCIAL IMPACT**

The highway projects are funded from the Measure R 20% Highway Capital subfund earmarked for the subregions. FY25 funds are allocated for Arroyo Verdugo Project No.460310 and Las Virgenes-Malibu Project No. 460311 under Cost Center 0442 in Account 54001 (Subsidies to Others).

For the South Bay subregion, FY25 funds are allocated in Cost Centers 0442, 4720, 4740, Accounts 54001 (Subsidies to Others), and 50316 (Professional Services) in Projects 460312, 461312, 462312, and 463312.

For the Gateway Cities subregion, FY24 funding for the I-605 Corridor “Hot Spots” Projects is allocated to Project No. 460314, Cost Centers 4720, 0442, Account 54001 (Subsidies to Others), and Account 50316 (Professional Services) in Projects 461314, 462314, 463314, 460345, 460348, 460350, and 460351. I-710 Early Action Project funds have been budgeted in Project No. 460316 in Cost Center 0442.

The remaining funds are distributed from the Measure R 20% Highway Capital subfund via funding agreements to Caltrans and the cities of Palmdale and Lancaster in the FY24 budget under Cost Center 0442 in Project No. 460330, Account 54001 (Subsidies to Others).

Since the Measure R Multimodal Highway Subregional Programs are multiyear programs that contain various projects, Countywide Planning and Development will be responsible for budgeting the costs in current and future years.

### **Impact to Budget**

This action will not impact the approved FY25 budget. Staff will rebalance the approved FY25 budget as necessary to fund the identified priorities and revisit the budgetary needs using the quarterly and mid-year adjustment processes subject to the availability of funds.

The source of funds for these projects is Measure R 20% Highway Funds. This fund source is not eligible for transit capital or operations expenses.

## **EQUITY PLATFORM**

This semi-annual update funds subsequent phases of Board-approved Highway Subsidy grants aligned with the Measure R Board-approved guidelines and the [Metro Objectives for Multimodal Highway Investments](https://boardagendas.metro.net/board-report/2022-0302/) <<https://boardagendas.metro.net/board-report/2022-0302/>>. Complete Streets and Highways staff have also provided technical assistance to Equity Focus Communities (EFCs) in various subregions. For example, Metro staff collaborated closely with jurisdictions to review project eligibility, proposed scope of work, schedules, and budget adjustments, aiming to maximize success, optimize resource allocation, and align with other projects and programs. This collaborative approach also facilitated Metro staff and local jurisdiction engagement, promoted knowledge sharing, and enhanced risk management. The Highway Subsidy Grants do not have a direct equity impact; rather, through staff's technical assistance, they aim to provide context sensitive and more equitable project development through city contracts that could reduce transportation disparities. Efforts are ongoing to collaborate with the different subregions, ensuring that equity is considered in the selection, prioritization and completion of projects.

Each city and/or agency, independently and in coordination with its subregion, undertakes its jurisdictionally determined community engagement process specific to the type of transportation improvement it seeks to develop. These locally determined and prioritized projects represent the needs of cities. This update includes additional funding for the EFCs of Bell, Gardena, Glendale, South Gate, Long Beach, and Lynwood as well as unincorporated areas of Los Angeles County, including the community of East Los Angeles

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommendation supports the strategic plan goal:

“Goal 1: Provide high-quality mobility options that enable people to spend less time traveling.”

Goal 1.1. Approval of the multimodal highway subregional programs will expand the transportation system as responsibly and quickly as possible as approved in Measure R and M to strengthen and expand LA County's transportation system.

“Goal 4: Transform LA County through regional collaboration.”

Goal 4.1. Metro will work closely with municipalities, council of governments, Caltrans to implement holistic strategies for advancing mobility goals.”

**ALTERNATIVES CONSIDERED**

The Board may choose not to approve the revised project list and funding allocations. However, this option is not recommended as it will delay the development of locally prioritized improvements. In addition, projects initiating or currently in the construction phase may face cost implications by delaying the required funding agreements, amendments, or time extensions.

**NEXT STEPS**

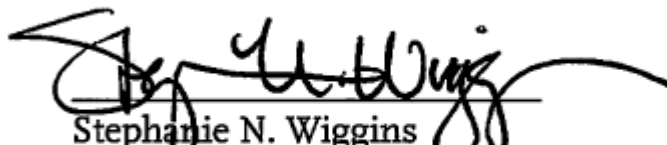
Metro staff will timely execute the funding agreements in consideration of multimodal investments within the Measure R Multimodal Highway Subregional Program.

**ATTACHMENTS**

Attachment A - Measure R Multimodal Highway Subregional Programs - January 2025

Prepared by: Roberto Machuca, Deputy Executive Officer, Complete Streets and Highways, (213) 418-3467  
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Reviewed by: Ray Sosa, Chief Planning Officer, (213) 547-4274



Stephanie N. Wiggins  
Chief Executive Officer

Agency	Project ID No.	PROJECT/LOCATION	Funding Phases	Note	Prior Alloc	Alloc Change	Current Alloc	Prior Yr Program	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30
<b>Total Measure R Programmed to Date</b>					<b>1,818,342</b>	<b>19,347</b>	<b>1,837,689</b>	<b>1,688,255</b>	<b>102,695</b>	<b>27,515</b>	<b>5,655</b>	<b>5,365</b>	<b>2,300</b>	<b>4,200</b>
<b>Arroyo Verdugo Operational Improvements (Expenditure Line 31)</b>					<b>134,181.2</b>	<b>6,583.6</b>	<b>140,764.8</b>	<b>110,266.1</b>	<b>12,308.4</b>	<b>12,915.3</b>	<b>525.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
Glendale	MR310.39	Widening of SR-2 Fwy Ramps @ Mountain	PA&ED, PS&E, Construction	<b>DEOB</b>	1,200.0	(1,200.0)	0.0	1,200.0	(1,200.0)					
Glendale	MR310.62	Downtown Glendale Signal Mobility Improvements Project	PS&E, Construction	<b>CHG</b>	8,626.7	2,000.0	10,626.7	6,626.7	4,000.0					
Glendale	MR310.66	HSIP Cycle 11 Local Match (Ped/Bike Improvements)	PS&E, Construction	<b>CHG</b>	1,216.4	783.6	2,000.0	400.0	816.4	783.6				
Glendale	TBD	Citywide Multi-Modal Equipment Modernization	PS&E, Construction	<b>ADD</b>	0.0	5,000.0	5,000.0	0.0	250.0	4,750.0				
<b>TOTAL PROGRAMMING GLENDALE</b>					<b>82,113.7</b>	<b>6,583.6</b>	<b>88,697.3</b>	<b>69,097.3</b>	<b>7,466.4</b>	<b>7,383.6</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
<b>TOTAL ARROYO VERDUGO PROGRAMMING</b>					<b>134,181.2</b>	<b>6,583.6</b>	<b>140,764.8</b>	<b>110,266.1</b>	<b>12,308.4</b>	<b>12,915.3</b>	<b>525.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
<b>Las Virgenes/Malibu Operational Improvements (Expenditure Line 32)</b>					<b>173,668.0</b>	<b>0.0</b>	<b>173,668.0</b>	<b>168,980.0</b>	<b>4,688.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
<b>South Bay I-405, I-110, I-105, &amp; SR-91 Ramp / Interchange Imps (Expenditure Line 33)</b>					<b>453,600.2</b>	<b>500.0</b>	<b>454,100.3</b>	<b>427,624.1</b>	<b>19,967.0</b>	<b>1,167.5</b>	<b>1,976.4</b>	<b>3,365.3</b>	<b>0.0</b>	<b>0.0</b>
Gardena	MR312.02	Traffic Signal Reconstruction on Vermont at Redondo Beach Blvd and at Rosecrans Ave.	PA&ED, PS&E, Construction	<b>CHG</b>	2,228.0	500.0	2,728.0	2,228.0		500.0				
<b>TOTAL GARDENA</b>					<b>14,650.3</b>	<b>500.0</b>	<b>15,150.3</b>	<b>14,650.3</b>	<b>0.0</b>	<b>500.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
<b>TOTAL SOUTH BAY PROGRAMMING</b>					<b>453,600.2</b>	<b>500.0</b>	<b>454,100.3</b>	<b>427,624.1</b>	<b>19,967.0</b>	<b>1,167.5</b>	<b>1,976.4</b>	<b>3,365.3</b>	<b>0.0</b>	<b>0.0</b>
<b>Gateway Cities: I-605/SR-91/I-405 Corridors "Hot Spots" (Expenditure Line 35)</b>					<b>424,225.8</b>	<b>-220.2</b>	<b>424,005.6</b>	<b>404,088.3</b>	<b>13,845.0</b>	<b>5,651.4</b>	<b>421.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
LA County	MR315.07	Painter - Mulberry Intersection Improvements	PA&ED, PS&E, ROW, Construction	<b>SCCH</b>	4,410.0	0.0	4,410.0	4,410.0						
LA County	MR315.11	Valley View - Imperial Intersection Improvements	PA&ED, PS&E, ROW, Construction	<b>DEOB</b>	1,640.0	(1,148.3)	491.7	1,640.0	(1,148.3)					
LA County	MR315.15	Norwalk-Whittier Intersection Improvements	PA&ED, PS&E, ROW, Construction	<b>DEOB</b>	2,830.0	(1,969.5)	860.5	2,830.0	(1,969.5)					
<b>TOTAL PROGRAMMING LA COUNTY</b>					<b>15,979.8</b>	<b>(3,117.8)</b>	<b>12,862.0</b>	<b>15,979.8</b>	<b>(3,117.8)</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
Norwalk	MR315.10	Bloomfield - Imperial Intersection Improvements	PA&ED, PS&E, ROW, Construction	<b>CHG/REP</b>	920.0	580.2	1,500.2	37.6	57.7	1,405.0				
Norwalk	MR315.26	Studebaker - Alondra Intersection Improvements	PA&ED, PS&E, Construction	<b>CHG</b>	480.0	1,020.0	1,500.0	480.0	1,020.0					
<b>TOTAL PROGRAMMING NORWALK</b>					<b>9,959.4</b>	<b>1,600.2</b>	<b>11,559.6</b>	<b>6,045.0</b>	<b>4,097.7</b>	<b>1,417.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

Agency	Project ID No.	PROJECT/LOCATION	Funding Phases	Note	Prior Alloc	Alloc Change	Current Alloc	Prior Yr Program	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FY2029-30
<b>Total Measure R Programmed to Date</b>					<b>1,818,342</b>	<b>19,347</b>	<b>1,837,689</b>	<b>1,688,255</b>	<b>102,695</b>	<b>27,515</b>	<b>5,655</b>	<b>5,365</b>	<b>2,300</b>	<b>4,200</b>
Santa Fe Springs	MR315.41	Valley View - Alondra Intersection Improvements, ROW & Construction	PS&E, ROW, Construction	CHG/REP	3,587.0	1,297.4	4,884.4	19.9	3,567.1	1,297.4				
<b>TOTAL I-605 "HOT SPOTS" PROGRAMMING</b>					<b>424,225.8</b>	<b>-220.2</b>	<b>424,005.6</b>	<b>404,088.3</b>	<b>13,845.0</b>	<b>5,651.4</b>	<b>421.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
<b>Gateway Cities: Interstate 710 South Early Action Projects (Expenditure Line 37)</b>					<b>346,864.6</b>	<b>12,483.1</b>	<b>359,347.8</b>	<b>313,310.1</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>2,000.0</b>	<b>2,300.0</b>	<b>4,200.0</b>
Metro	TBD	I-710 Humphreys Ave Crossing: A Pedestrian and Bicycle Crossing to Bridge the I-710 Divide in East Los Angeles	PA&ED, PS&E, Construction	ADD	0.0	10,000.0	10,000.0	0.0		200.0	1,300.0	2,000.0	2,300.0	4,200.0
Metro	TBD	I-710 Humphreys Ave Crossing: A Pedestrian and Bicycle Crossing to Bridge the I-710 Divide in East Los Angeles - Caltrans Oversight	PA&ED	ADD	0.0	200.0	200.0	0.0		200.0				
<b>TOTAL PROGRAMMING METRO</b>					<b>167,557.0</b>	<b>10,200.1</b>	<b>177,757.1</b>	<b>162,964.5</b>	<b>4,592.6</b>	<b>200.0</b>	<b>1,500.0</b>	<b>2,000.0</b>	<b>2,300.0</b>	<b>4,200.0</b>
Bell	MR306.44	Gage Ave Bridge Replacement Project	PA&ED, PSE, Construction	CHG	1,046.8	878.4	1,925.2	1,046.8	219.6	658.8				
<b>TOTAL BELL</b>					<b>1,361.4</b>	<b>878.4</b>	<b>2,239.8</b>	<b>1,361.4</b>	<b>219.6</b>	<b>658.8</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
Lynwood	MR306.59	Imperial Hwy Capacity Enhancements Project	Construction	REP	4,626.5	0.0	4,626.5	4,626.5	1,000.0					
<b>TOTAL LYNWOOD</b>					<b>4,646.5</b>	<b>0.0</b>	<b>4,646.5</b>	<b>4,646.5</b>	<b>1,000.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
Signal Hill	TBD	Willow Street to Cherry Avenue Efficient Traffic Corridors Project	PA&ED, PS&E, ROW, Construction	ADD	0.0	1,404.7	1,404.7	0.0		172.5	1,232.2			
<b>TOTAL SIGNAL HILL</b>					<b>0.0</b>	<b>1,404.7</b>	<b>1,404.7</b>	<b>0.0</b>	<b>0.0</b>	<b>172.5</b>	<b>1,232.2</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
South Gate	MR306.57	Imperial Highway Improvements Project	Construction	REP	966.2	0.0	966.2	966.2	89.6					
<b>TOTAL I-710 SOUTH PROGRAMMING</b>					<b>346,864.6</b>	<b>12,483.1</b>	<b>359,347.8</b>	<b>313,310.1</b>	<b>28,113.8</b>	<b>7,781.3</b>	<b>2,732.2</b>	<b>2,000.0</b>	<b>2,300.0</b>	<b>4,200.0</b>
<b>North County: SR-138 Safety Enhancements (Expenditure Line 38)</b>					<b>200,000.0</b>		<b>200,000.0</b>	<b>188,461.5</b>	<b>11,538.5</b>	<b>0.0</b>	<b>0.0</b>			
<b>TOTAL SR-138 PROGRAMMING</b>					<b>200,000.0</b>		<b>200,000.0</b>	<b>188,461.5</b>	<b>11,538.5</b>	<b>0.0</b>	<b>0.0</b>			
<b>North County: I-5/SR-14 Safety Enhancements (Expenditure Line 26)</b>					<b>85,802.5</b>		<b>85,802.5</b>	<b>75,525.0</b>	<b>12,234.2</b>	<b>0.0</b>	<b>0.0</b>			
LA County	MR501.01	The Old Road - Magic Mountain Parkway to Turnberry Ln (f3136)	PA&ED, PS&E, ROW, Construction	REP	25,000.0	0.0	25,000.0	25,000.0	2,000.0	21,000.0	2,000.0			
<b>TOTAL LA COUNTY</b>					<b>25,000.0</b>	<b>0.0</b>	<b>25,000.0</b>	<b>25,000.0</b>	<b>6,649.0</b>	<b>25,648.5</b>	<b>2,000.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>
<b>TOTAL I-5/SR-14 PROGRAMMING</b>					<b>85,802.5</b>		<b>85,802.5</b>	<b>75,525.0</b>	<b>12,234.2</b>	<b>43.8</b>	<b>0.0</b>			
<b>Total Measure R Programmed to Date</b>					<b>1,818,342</b>	<b>19,346.6</b>	<b>1,837,689</b>	<b>1,688,255</b>	<b>102,695</b>	<b>27,515</b>	<b>5,655</b>	<b>5,365</b>	<b>2,300</b>	<b>4,200</b>





# Measure R Multimodal Highway Subregional Programs Update



JANUARY 2025



# Staff Recommendation

## CONSIDER:

- A. APPROVING \$23,664,419 in additional programming within the capacity of Measure R Multimodal Highway Subregional Programs and funding changes via the updated project list shown in Attachment A, projects within this Measure R Multimodal Highway Subregional Program are inclusive of traffic signal, pedestrian, bicycle, transit, and roadway improvements.
- B. APPROVING the deobligation of \$4,317,812 in previously approved Measure R Multimodal Highway Subregional Program funds for re-allocation to other existing Board-approved Measure R projects as shown in Attachment A; and
- C. AUTHORIZING the CEO or their designee to negotiate and execute all necessary agreements for Board-approved projects.



# Measure R Multimodal Highway Subregional Status

<b>Subregion</b>	<b># Projects</b>	<b>MR Allocation</b>	<b>Programmed to Date</b>	<b>Amount Spent to Date</b>	<b>% Spent</b>
(\$ in millions)					
Arroyo Verdugo Operational Improvements Expenditure Line 31	61	\$170.0	\$140.8	\$61.6	43.8%
Las Virgenes/Malibu Operational Improvements Expenditure Line 32	31	\$175.0	\$173.7	\$138.2	79.6%
South Bay I-405, I-110, I-105, & SR-91 Ramp / Interchange Imps Expenditure Line 33	84	\$506.0	\$454.1	\$153.5	33.8%
Gateway Cities: I-605/SR-91/I-405 Corridors "Hot Spots" Expenditure Line 35	78	\$590.0	\$424.0	\$64.8	15.3%
Gateway Cities: Interstate 710 South Early Action Projects Expenditure Line 37	75	\$590.0	\$359.3	\$105.5	29.4%
North County: SR-138 Safety Enhancements Expenditure Line 38	12	\$200.0	\$200.0	\$80.0	40.0%
North County: I-5/SR-14 Safety Enhancements Expenditure Line 26	9	\$90.8	\$85.8	\$4.3	5.0%
<b>Total Measure R Subregional Programmed to Date</b>	<b>350</b>	<b>\$2,321.8</b>	<b>\$1,837.7</b>	<b>\$607.9</b>	<b>33.1%</b>



# Equity Focus Communities

This update includes additional funding for the Equity Focus Communities of Bell, Gardena, Glendale, South Gate, Long Beach, and Lynwood as well as unincorporated areas of Los Angeles County, including the community of East Los Angeles





Board Report

File #: 2024-0928, File Type: Agreement

Agenda Number: 9.

PLANNING AND PROGRAMMING COMMITTEE  
JANUARY 15, 2025

**SUBJECT: AMENDING THE MEMORANDUM OF UNDERSTANDING WITH THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS FOR THE SAN GABRIEL VALLEY TRANSIT FEASIBILITY STUDY**

**ACTION: APPROVE RECOMMENDATION**

**RECOMMENDATION**

CONSIDER:

- A. RECEIVING AND FILING the San Gabriel Valley Transit Feasibility Study (Study) by the San Gabriel Valley Council of Governments (SGVCOG); and
- B. AUTHORIZING the Chief Executive Officer (CEO) to negotiate and execute Amendment No. 2 to the existing Memorandum of Understanding (MOU) with SGVCOG for the San Gabriel Valley Transit Improvements Project for the continued refinement of project definition and alternatives, and initiation of environmental clearance for an amount not to exceed \$800,000, bringing the total funding to \$4,100,000.

**ISSUE**

This item provides an update on the recently completed SGVCOG’s Transit Feasibility Study conducted by SGVCOG in Spring 2024 (Attachment A). It also outlines the additional technical and environmental analysis, as well as outreach coordination, that would be carried out in the next phase of the project (Phase 3), pending authorization from the Metro Board of Directors. By continuing this study, Metro would address the February 2020 Board directive to evaluate options to serve the mobility needs of the San Gabriel Valley.

**BACKGROUND**

At its February 2020 meeting, the Board withdrew the State Route (SR) 60 and Combined Alternatives from further consideration for the Eastside Transit Corridor Phase 2 (ESP2) project. In the same month, the Board also approved Motion 8.1 by Directors Solis, Hahn, Butts, Garcia, Fasana and Garcetti directing staff to 1) prepare a feasibility study and develop high-quality transit service options to serve the San Gabriel Valley, and 2) include a Funding Plan for the San Gabriel Valley and Gateway Cities subregions that encompasses Measure R and Measure M funding for the Eastside

Transit Corridor Phase 2 project (Attachment B).

In May 2020, Project staff returned to the Metro Board with an update and the Board passed Motion 5.1 by Directors Solis, Fasana, and Barger directing Metro to transfer funding to the SGVCOG to lead the study on the short- and long-term transit solutions (Attachment C).

In February 2021, Metro executed a Memorandum of Understanding (MOU) with the SGVCOG to lead a feasibility study to identify short- and long-term transit options to serve the mobility needs of the San Gabriel Valley for \$1,500,000. The SGVCOG secured professional services to conduct Phase 1 of the study. On October 18, 2022, Metro executed Amendment 1 to the MOU with SGVCOG to perform Phase 2 and increased funding by \$1,800,000 to complete the Study.

In July 2021, SGVCOG initiated Phase 1 of the Study which included an initial feasibility study analysis and draft Vision Plan indicating the most promising corridors for improved transit services. Phase 2 of the Study was initiated in October 2022 and concluded in December 2023. Phase 2 focused on refinement and design of the most promising concepts and an updated Vision Plan with a phased implementation strategy.

In March 2024, the SGVCOG's Governing Board approved the Final San Gabriel Valley Transit Feasibility Study and directed SGVCOG staff to perform project definition with any appropriate environmental analysis, and work with Metro to request funding for this effort in the Fiscal Year (FY) 2025 Metro Budget.

At the May 2024 Metro Board meeting, the Board adopted its FY2025 Budget, which allocated an additional \$800,000 in funding for the SGVCOG to proceed with the next phase of work (Phase 3) to include identification of a proposed project definition with any environmental analysis.

In June 2024, the SGVCOG affirmed its commitment to implementing the near- and mid-term project components identified in the Study, including design, environmental clearance, construction, and related tasks.

## **DISCUSSION**

This anticipated outcomes of the Study include identifying an implementation strategy with near term opportunities for investment in improved transit service (Jump Start Projects with implementation by 2028); identifying project(s) in the SR 60 corridor which could be implemented with the \$635.5 million in capital funding committed by Metro (Mid Term Plan with implementation by 2035); and identifying an areawide long term Vision Plan with an integrated network of high quality transit services in the San Gabriel Valley (with potential implementation by 2050).

To date, Metro has identified some local and grant funding to advance portions of the Jump Start project envisioned for Valley Boulevard through the Reconnecting Communities & Neighborhoods (RCN) program. This program is a bundle of projects from Metro's 2028 Mobility Concept Plan being delivered by Metro and other regional partners in support of the 2028 Olympic and Paralympic

Games. Following environmental clearance of the RCN program, for the SGV region Metro anticipates that the SGVCOG will implement the Valley Blvd Bus Priority Lanes project as part of the near-term improvements.

The completed phases of the Study identified Bus Rapid Transit (BRT) and Transit Signal Priority (TSP) transit enhancement projects aimed at developing a cohesive transit network for the entire San Gabriel Valley. The Study included BRT and TSP project segments for short-term, mid-term, and long-term implementation (further details in Attachment A and maps in Attachment E) in a series of three phases, as summarized below:

- **Jump Start Projects (2028):** A set of near-term improvements, or “Jump Start Projects,” have been identified for potential implementation over the next 3-5 years. These Jump Start projects are contingent upon securing earlier funding sources and need local support to be realized.

The Jump Start Projects include:

- Traffic Signal Priority (TSP) enhancements along designated Rapid Bus Priority Corridors and bus rapid transit (BRT) corridors which currently have higher-frequency services, e.g., Metro bus lines (Lines 76, 260, and 266) and two existing Foothill Transit bus lines (Lines 280 and 197)
  - Constructing “Jump Start” bus lane demonstration projects at one or more of six candidate segments including:
    - Atlantic Boulevard and Garvey Avenue in Monterey Park
    - Garvey Avenue in Rosemead and El Monte
    - Valley Boulevard in Industry and LA County, and
    - Holt Avenue in Pomona
  - Providing BRT shelters to enhance stops at key station locations
  - Providing “Complete Street” improvements for pedestrians and bicyclists in anticipation of future bus transit improvements
- **Mid Term Plan (2035):** The Mid Term Plan incorporates capital improvements which could be constructed with the \$635.5 million committed to the SGV by Metro. The Mid Term Plan includes:
    - Rapid Bus Priority Corridors - Provide TSP at all signalized intersections along designated corridors. These improvements would facilitate existing bus services in the near term and would host limited stop “Rapid Bus” services in the longer term:
      - Valley Boulevard / Metro Line 76 from Downtown Los Angeles to El Monte
      - Amar Road / Foothill Line 486 from El Monte to Downtown Pomona
      - Atlantic Boulevard / Metro Line 260 from Pasadena to Atlantic Station (Metro E Line)
      - Rosemead Boulevard / Metro Line 266 from Monrovia Station (Metro A Line) to Galatin Road (Pico Rivera)
      - Proposed Myrtle - Peck - Workman Mill - Beverly route from Monrovia Station (Metro A Line) to proposed terminus of Metro E line on Washington Boulevard (Whittier)
      - Azusa Avenue / Foothill Transit Line 280 from Azusa Station (Metro A Line) to Puente Hills Mall Transit Center (City of Industry)
      - Proposed Citrus / Grand route from Citrus/APU Station (Metro A Line) to

- Diamond Bar
  - Route from Pomona North Metrolink Station to Downtown Pomona via Arrow Highway and White Avenue (through Pomona Fairplex)
- BRT Corridors - Provide bus lanes and enhanced stations along designated BRT corridors. These improvements would support existing high-frequency bus services in the near term and would host BRT service in the longer term:
  - Bus lane segments and enhanced stations along the East-West Hybrid route between Atlantic Station (Metro E Line) and Pomona
  - Bus lane segments along Rosemead Boulevard within SGV (Rosemead, El Monte and South El Monte)
  - Transit center and bus operations center improvements (specifics to be determined by further study)
  - 30 Zero Emission Buses (ZEBs)
- **Long Term Vision Plan:** The Long Term Vision Plan features projects that could potentially be achieved by the year 2050, subject to additional funding and project development activity. No funding is currently identified or secured for this plan. The Long-Term Vision Plan includes:
  - Bus lane segments and additional BRT services along designated Phase 2 BRT corridors including:
    - Atlantic Boulevard / Metro Line 260 from Pasadena to Atlantic Station (Metro E Line) with potential extension south to Artesia Station (Metro A Line)
    - Additional bus lane segments along Rosemead Boulevard / Metro Line 266 in East Pasadena
    - Azusa Avenue / Foothill Transit Line 280 from Azusa Station (Metro A Line) to Puente Hills Mall Transit Center
    - Bus lane segments along Valley Boulevard between LA Union Station and El Monte Transit Center (Metro Line 76)
    - Bus lane segments along the route from Pomona North Metrolink Station to Downtown Pomona via Arrow Highway and White Avenue (through Pomona Fairplex). (This route segment could provide an alternative terminal for the east-west BRT service.)
  - Potential passenger rail service along the Union Pacific Alhambra Subdivision between downtown Pomona and Los Angeles Union Station with infill stations at the South Campus of California Polytechnic University (Pomona), Hacienda Boulevard (City of Industry) and Atlantic Boulevard (Alhambra).
  - With buildout of the Long-Term Vision Plan bus lane, transit center, and operations center improvements and commissioning of new Rapid Bus and BRT services, the SGV would have an integrated network of east-west and north-south services covering the full extent of the Valley and providing public transport to all communities.

### **Community Outreach**

The study was informed by continuous input and numerous comments from the general public, various involved jurisdictions, and key stakeholders including transit operators such as Metro and Foothill Transit. Various outreach activities were initiated during Phase 1 and continued throughout Phase 2.

A public opinion poll was conducted at the start of the Study. The poll was widely distributed through the web and social media and more than 400 responses were received. Key traveler characteristics include:

- 30% of residents surveyed ride transit daily or weekly
- 20% of respondents typically utilize transit for travel
- 15% of those surveyed don't have access to a car
- 70% of those surveyed travel more than 5 miles for work
- 46% of respondents travel more than 5 miles for shopping and recreation

The results indicate that there is a substantial market potential for transit in the SGV. The survey also asked respondents to identify factors that would result in higher utilization of transit.

During Phase 1, a Technical Advisory Committee (TAC) was formed that included 24 cities, unincorporated LA County, and other public agencies. The TAC served as an opportunity for agencies to provide input and collaborate on solutions. Additional outreach activities that occurred during Phase 1 included:

- Public agency/elected official briefings with over 30 participants
- 10 key stakeholder/one-on-one briefings
- Two community workshops that engaged 144 attendees
- Travel survey that garnered responses from over 400 SGV residents
- A social media ad campaign that reached 3,800 to 10,900 people per day and garnered 250 to 700 clicks per day
- A project website that hosted information and interactive concept maps, which received community feedback
- A dedicated email and phone number with a voicemail in English, Spanish, and Chinese for the community to provide feedback

During Phase 2, the TAC was expanded to include 27 cities, agencies, and elected official districts. The outreach activities that occurred during Phase 2 included:

- 19 one-on-one briefings with municipal agencies, LA County Departments, elected officials, and other stakeholders
- A project website that hosted an informational campaign and Interactive Map on the Initial Concepts, which received 49 feedback comments that engaged over 300 participants
- 11 community pop-up events in the cities and communities located closest to the concepts.

Input from pop-up events include:

- Direct connections to Cal State LA, East LA College, Mt. San Antonio College, and Cal Poly Pomona
- Service improvements centered in low-income communities and areas with low car availability
- More transit service in Monterey Park and additional transit hubs west of El Monte
- Faster bus operations, more frequent service, and bus lanes on Rosemead Blvd.

In subsequent planning phases, SGVCOG will continue collaboration with cities and transit agencies.



In support of the SGV Feasibility Study, Metro staff provided project funding, technical and community engagement support to the SGVCOG project team. Activities included regular participation at bi-weekly project meetings and community workshops, general project administration (e.g., invoice review and processing), collaboration with Board offices and key stakeholders as requested, and also conducted internal peer reviews of the study. In addition, Metro supported outreach partnering efforts with the SGVCOG by posting QR codes on its Facebook and Nextdoor accounts to collect public feedback in support of community surveys.

### **Scope of Work for Next Phase (Phase 3)**

Although the recently completed Study phases found that the proposed projects were feasible based on broad city and community input and engineering constructability, the study effort stopped short of securing approvals for the proposed projects nor a selection of a preferred alternative for each project alignment by the stakeholder agencies. Therefore, the next step of the study is for SGVCOG staff to initiate Project Definition efforts to identify the Locally Preferred Alternatives for BRT and TSP enhancements for each of the affected stakeholder agencies for which Jump-Start segments of BRT and TSP and the Mid-Term Plan that are proposed.

The proposed scope of work by the SGVCOG for Phase 3 of the Study includes the following key activities:

- Project Management & Stakeholder Outreach, including management of work effort, progress and schedule as well as conducting of one-on-one project stakeholder meetings with staff and elected officials from the impacted stakeholder agencies that may involve presentations to local city council meetings to brief elected officials in the proposed project;
- Community Outreach, including the SGVCOG and its consultants holding public meetings with community members and residents from impacted jurisdictions to further project refinement and conceptual engineering tasks (both virtual and/or in person), a combination of virtual and in-person community meetings, and attendance at community pop-up events
- Mid Term and Jump Start Program Development, including coordination and readiness assessment, BRT lane configuration determination, traffic circulation and parking analyses
- Conceptual Engineering drawings (from 5% to 15%)
- Rough order-of-magnitude (ROM) Cost Estimates

The SGVCOG will continue to work closely with Metro and local jurisdictions to ensure that the project definition and conceptual engineering phases of work support the needs of impacted communities.

Phase 3 of the study is anticipated to be a 12-month effort. Upon the completion of the study, Metro will continue to coordinate with the SGVCOG on next steps including completion of any remaining environmental clearance, design, and construction of the Jump-Start Project components and/or the Bus-Rapid Transit Projects and the Rapid Bus Priority Corridor Projects included in the Mid-Term Plan.

Pending the outcome of the Phase 3 study efforts, Metro staff will coordinate with the SGVCOG staff to report back on the next steps in Summer/Fall 2025. Metro will provide technical assistance to

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SGVCOG during the Phase 3 study to ensure Metro's EFC data are considered in the new analysis and assist the COG to develop an outreach approach to EFCs.

### **DETERMINATION OF SAFETY IMPACT**

Authorization of Amendment No. 2 to the MOU will not impact the safety of Metro's customers or employees, as the study is in the planning process phase and no capital or operational impacts result from this Board action.

### **FINANCIAL IMPACT**

The proposed action allocates up to \$800,000 in FY25. If Board authorization is given to amend the MOU, the SGVCOG would continue to request a disbursement of up to \$800,000 in FY25. The Metro Project Manager, Cost Center Manager, and Chief Planning Officer will be responsible for budgeting the cost in future fiscal years if needed.

#### Impact to Budget

The proposed action will not have an impact to the FY25 Annual Budget. The FY25 Annual Budget includes \$800,000 in Cost Center 4310 for Project #460233 "San Gabriel Valley Transit." The source of funds is Measure R 35%, which is not eligible for Metro Bus and Rail Operations.

### **EQUITY PLATFORM**

The Feasibility Study (Phase 2) identified transit enhancements aimed at improving mobility and providing reliable transit options for a subregion with a high percentage of transit-dependent populations and Equity Focus Communities (EFCs). The study's objectives included:

- Reducing travel times and making transit more appealing than driving
- Connecting key origins and destinations in the San Gabriel Valley (SGV)
- Offering diverse transit options, especially for EFCs
- Increasing service frequency to underserved areas
- Promoting transit-oriented communities to address growth and housing needs

As part of the Feasibility Study, a study area definition report was created to outline the boundaries of the study area and contextualize land use patterns, demographics, transportation network, and existing transportation services. The focus of the study was on EFCs, communities with historically limited economic access, specifically those where over 40 percent of households are low-income (earning less than \$35,000 annually), where 80% of households are non-white, or where 10 percent of households lack access to a vehicle. The demographics analysis identified priority areas that require improved transit services, which comprise 27 percent of the census tracts within the study area. EFCs were primarily located in Pasadena and Azusa (both along I-210), as well as in the cities of Alhambra, San Gabriel, Rosemead, El Monte, South El Monte, Baldwin Park, Covina, Pomona (along I-10), Monterey Park, Montebello, and Industry (along SR-60). Attachment E includes a map showing the location of EFCs throughout the San Gabriel Valley.

The Board's action to amend the MOU for the proposed Phase 3 Study is not anticipated to have

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equity impacts. The SGVCOG and its consultant followed the four pillars model included in Metro's Equity Platform Framework to identify and prioritize the needs of people living in EFCs in the Feasibility Study. Metro and the SGVCOG will continue to work together on delivering the needed transit enhancements for the San Gabriel Valley with a continued focus on serving EFCs throughout the Phase 3 study.

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

This action supports the Metro Vision 2028 Strategic Plan. Specifically, the project supports Goals #1 and #3 of the Strategic Plan: Goal #1. Provide high-quality mobility options that enable people to spend less time traveling and Goal #3. Enhance communities and lives through mobility and access to opportunity. By continuing efforts that provide high-quality mobility options in partnership with the SGVCOG, enhance communities and lives through mobility and access to transit, and addressing mobility challenges in San Gabriel Valley, Metro is continuing to work towards equitable and accessible transit services, reduce travel times and roadway congestion, and enhance connections to the regional transit network.

### **ALTERNATIVES CONSIDERED**

The Board could decide to not approve this action. This is not recommended as it would impact the environmental clearance and design development for this Measure R project. Conducting this study is necessary to determine a feasible path forward to address the mobility needs within this transportation corridor.

### **NEXT STEPS**

If approved, the Metro CEO will execute Amendment No. 2 to the Memorandum of Understanding with the SGVCOG to further refine project definition with any appropriate environmental analysis and add funding to the existing agreement.

### **ATTACHMENTS**

Attachment A - Feasibility Study (February 2024)

Attachment B - Motion 8.1

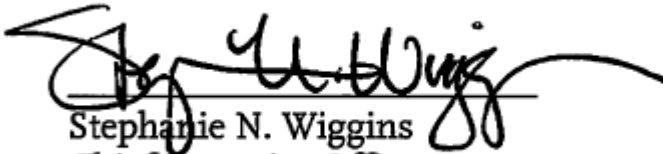
Attachment C - Motion 5.1

Attachment D - Letter of Intent from San Gabriel Valley Council of Governments (November 7, 2024)

Attachment E - Project Maps

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Stephanie N. Wiggins  
Chief Executive Officer

# Transit Feasibility Study



San Gabriel Valley  
Council of Governments

February 2024



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## OVERVIEW

In 2020, the Metro Board of Directors (Metro Board) approved an independent feasibility study specifically for the San Gabriel Valley (SGV) communities along the State Route 60 (SR-60) corridor. The importance of the SR-60 corridor and the surrounding communities emphasizes a need for high-quality transit service in the SGV. Through a partnership with the San Gabriel Valley Council of Governments (SGVCOG) and the Los Angeles Metropolitan Transportation Authority (Metro), this Transit Feasibility Study (the Study) identifies short-term project opportunities and a long-term Vision Plan to create an integrated transit network for the entire SGV.

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*“Honor the commitment of **\$635.5 million** made to the San Gabriel Valley subregion as part of Measure R”*

*– Metro Board of Directors*

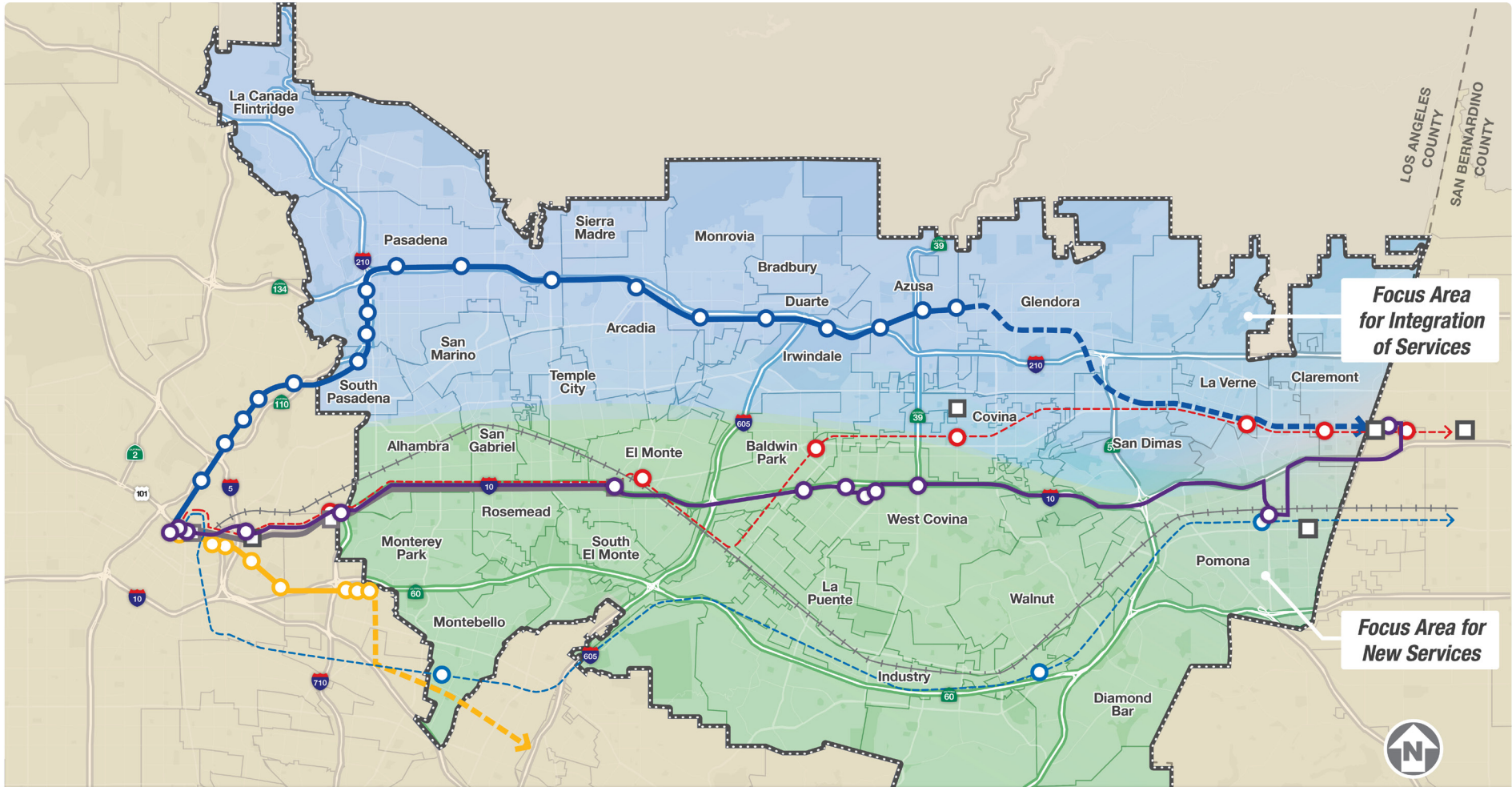
The Metro Board identified \$635.5 million Measure R/Measure M funding in years FY22-35 for potential projects. This Study provides SGV jurisdictions with opportunities to provide enhanced transit services with higher frequencies, faster service, and greater connectivity throughout the Valley.

*The following goals were developed as high-level, visionary guidelines:*

- **Develop near-term and long-term mobility options for SGV**
- **Provide all-day transit service for peak and off-peak trips**
- **Address unmet mobility needs for trips within SGV**
- **Create accessible transit service for SGV communities**
- **Balance the needs of goods movement and transit**
- **Develop transit service that is compatible with surrounding land uses**

## STUDY AREA DEFINITION

This Study's primary objective was to identify suitable replacement(s) for the SR-60 Light Rail Transit (LRT) extension from the Atlantic Station terminus of the Metro E Line. The first task focused on identification of options for improved transit service along the SR-60 corridor. The SGV study area was segmented into two portions: the southern portion (generally from I-10 south) would be the focus for east-west new services, whereas the northern portion would be evaluated for north-south services and connectivity enhancements to leverage existing and future transit assets within the SGV.



<b>LEGEND</b>	San Gabriel Subdivision / Metrolink San Bernardino Line	Metro A Line (Existing and Extension)	Transit Center	San Gabriel Vallley Council of Governments
	Los Angeles Subdivision / Metrolink Riverside Line	Metro E Line (Existing and Extension)	UPRR Alhambra Sub (Freight + Amtrak)	Focus Area for Integration of Services
	J (Silver) Line	Foothill Transit Silver Streak	Focus Area for New Services	

Study Area Definition Map





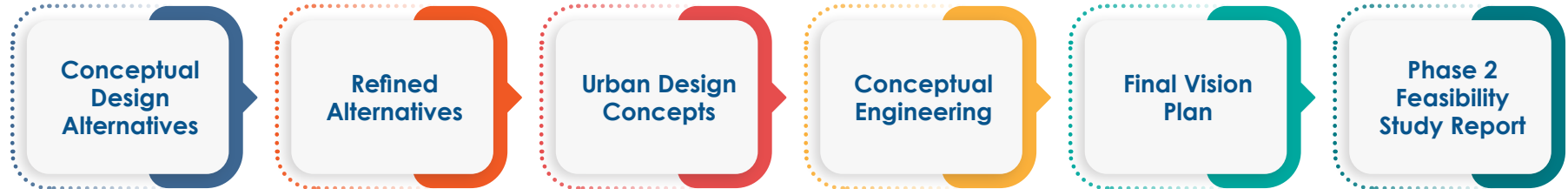
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The Study was initiated in July 2021 by SGVCOG. Phase 1 of the Study created an initial feasibility analysis and draft Vision Plan indicating the most promising corridors for improved transit services. Phase 2 was initiated in October 2022 and concluded in December 2023. Phase 2 focused on refinement and design of the most promising concepts and an updated Vision Plan with a phased implementation strategy.

### Phase 1



### Phase 2



Study Timeline



## PUBLIC OPINION SURVEY

A public opinion poll was conducted at the start of the Study. The poll was widely distributed through the web and social media and more than 400 responses were received. The results indicate that there is a substantial market potential for transit in the SGV. Key traveler characteristics include:

- **30%** of residents surveyed *Ride Transit Daily or Weekly*
- **20%** of respondents *Typically Utilize Transit for Travel*
- **15%** of those surveyed *Don't Have Access to a Car*
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The survey also asked respondents to identify factors which would result in higher utilization of transit. The most frequently stated reasons are shown to the right.



### Transit Riders Wish...



There was less congestion along bus routes



More frequent service was provided



Buses were cleaner and safer



Bus stops were improved through lighting and landscaping



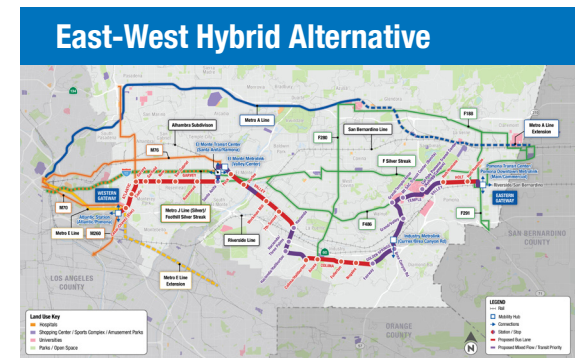
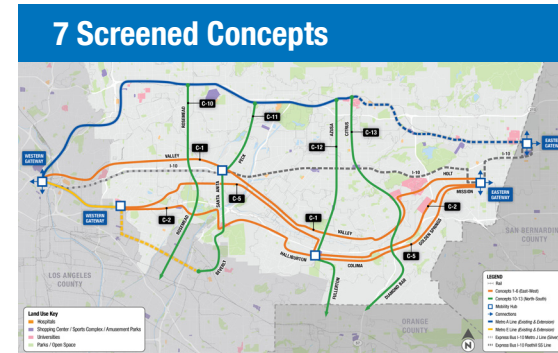
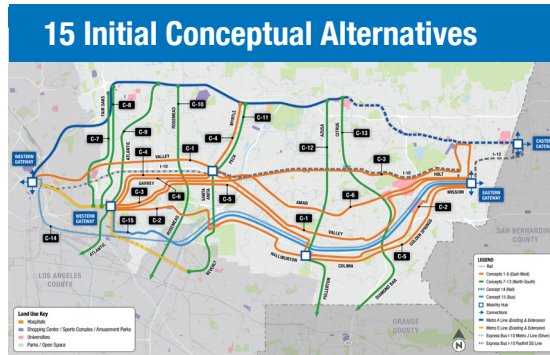
They had better access or stations closer to home



## IDENTIFICATION AND SCREENING OF ALTERNATIVES

In Phase 1, 15 initial concepts were identified. These were subsequently screened utilizing metrics developed from the Study Goals and Objectives as well as input from stakeholders in the SGV communities. This input was acquired through a robust outreach effort results in 7 final alternatives (3 east-west and 4 north-south). Ridership forecasts and preliminary cost estimates were prepared to identify final alternatives which were included in a comprehensive plan.

Throughout the process, an online, interactive map posted on the SGVCOG website allowed the public to comment on the evolving alternatives.



East-West Concepts	Valley Boulevard							Valley-Colima-Golden Springs			Commuter Rail/ Bus*	
	C1	C2	C3	C4	C5	C6	C 14/15	SR-60	I-10	Garvey-Peck	Garvey-Amar	
Fulfills near-term needs	●	●	✗	✗	●	✗	✗	●	●	●	●	
Improves transit service	●	●	✗	●	●	✗	●	●	●	●	●	
Addresses existing travel trends within SGV	●	●	●	✗	●	✗	●	●	●	●	●	
Provides mobility to EFCs and other local communities	●	✗	●	●	●	●	✗	●	●	●	✗	
Increases access to major SGV transit hubs	●	●	●	●	✗	✗	✗	●	●	●	●	
Increases access to major SGV activity centers	●	●	●	✗	●	●	●	●	●	●	●	
Facilitates access to bike/ped facilities	●	✗	●	●	●	●	●	●	●	●	✗	
Minimizes conflicts with goods movement	●	●	●	●	●	●	✗	●	●	●	✗	
Supports land use and development	●	●	✗	●	●	●	✗	●	●	●	✗	
<b>OVERALL SCORING</b>	Moderate	Moderate	Low	Low	High	Low	Low					

Notes: ● = positive score ● = neutral score ✗ = negative score \* - Scoring weighted towards rail score



## OUTREACH PROGRAM

During Phase 1, a Technical Advisory Committee (TAC) was formed that included 24 cities, unincorporated LA County, and other public agencies. The TAC served as an opportunity for agencies to provide input and collaborate on solutions. Additional outreach activities that occurred during Phase 1 included:

- Public agency/elected official briefings with over 30 participants
- 10 key stakeholder/one-on-one briefings
- Two community workshops that engaged 144 attendees
- Travel survey that garnered responses from over 400 SGV residents
- A social media ad campaign that reached 3,800 to 10,900 people per day and garnered 250 to 700 clicks per day
- A project website that hosted information and interactive concept maps, which received community feedback
- A dedicated email and phone number with a voicemail in English, Spanish, and Chinese for the community to provide feedback

During Phase 2, the TAC was expanded to include 27 cities, agencies, and elected official districts. The outreach activities that occurred during Phase 2 included:

- 19 one-on-one briefings with municipal agencies, LA County Departments, elected officials and other stakeholders
- A project website that hosted an informational campaign and Interactive Map on the Initial Concepts, which received 49 feedback comments that engaged over 300 participants
- 11 community pop-up events in the cities and communities located closest to the concepts

In subsequent planning phases, SGVCOG will continue collaboration with cities and transit agencies.

### Input from Pop-Up Events



**Direct connections to Cal State LA, East LA College, Mt. San Antonio College, and Cal Poly Pomona**



**Service improvements centered in low-income communities and areas with low car availability**



**More transit service in Monterey Park and additional transit hubs west of El Monte**



**Faster bus operations, more frequent service, and bus lanes on Rosemead Blvd**







## Jump Start Projects (2028)

Jump Start Projects could potentially be implemented in the near term by 2028. These jump start projects are contingent upon securing earlier funding sources. These projects need local support to be realized.

### Jump Start Projects include:

- Transit Signal Priority along:
  - » Valley Blvd
  - » Fair Oaks Ave - Atlantic Blvd
  - » Rosemead Blvd
  - » Azusa Ave
  - » White Ave - Arrow Hwy
- Dedicated Bus Lanes along six smaller segments of the east-west hybrid concept (as shown on the Jump Start Projects Map)

## Mid Term Plan (2035)

The Mid Term Plan features all projects planned to be implemented and funded as part of the \$635.5 million programmed by Metro by 2035, in addition to the improvements listed in the Jump Start Projects.

### The Mid Term Plan includes:

- New East-West BRT Service from Atlantic station in East LA to Pomona Transit Center in Pomona
- Transit Hub Improvements at Atlantic Station, El Monte Transit Center, Puente Hills Mall, Pomona Transit Center, and Pomona (North) Metrolink Station
- North-South Bus Lanes along portions of Rosemead Blvd
- Additional transit signal priority treatments on select major arterials in the SGV

## Long Term Vision Plan

The Long Term Vision Plan features projects that are not funded as part of the \$635.5 million in funding programmed for Metro but can leverage the improvements outlined in the Mid Term Plan 2035. It is important to note that these improvements are visionary and are not financially constrained. They would require additional funds to be secured.

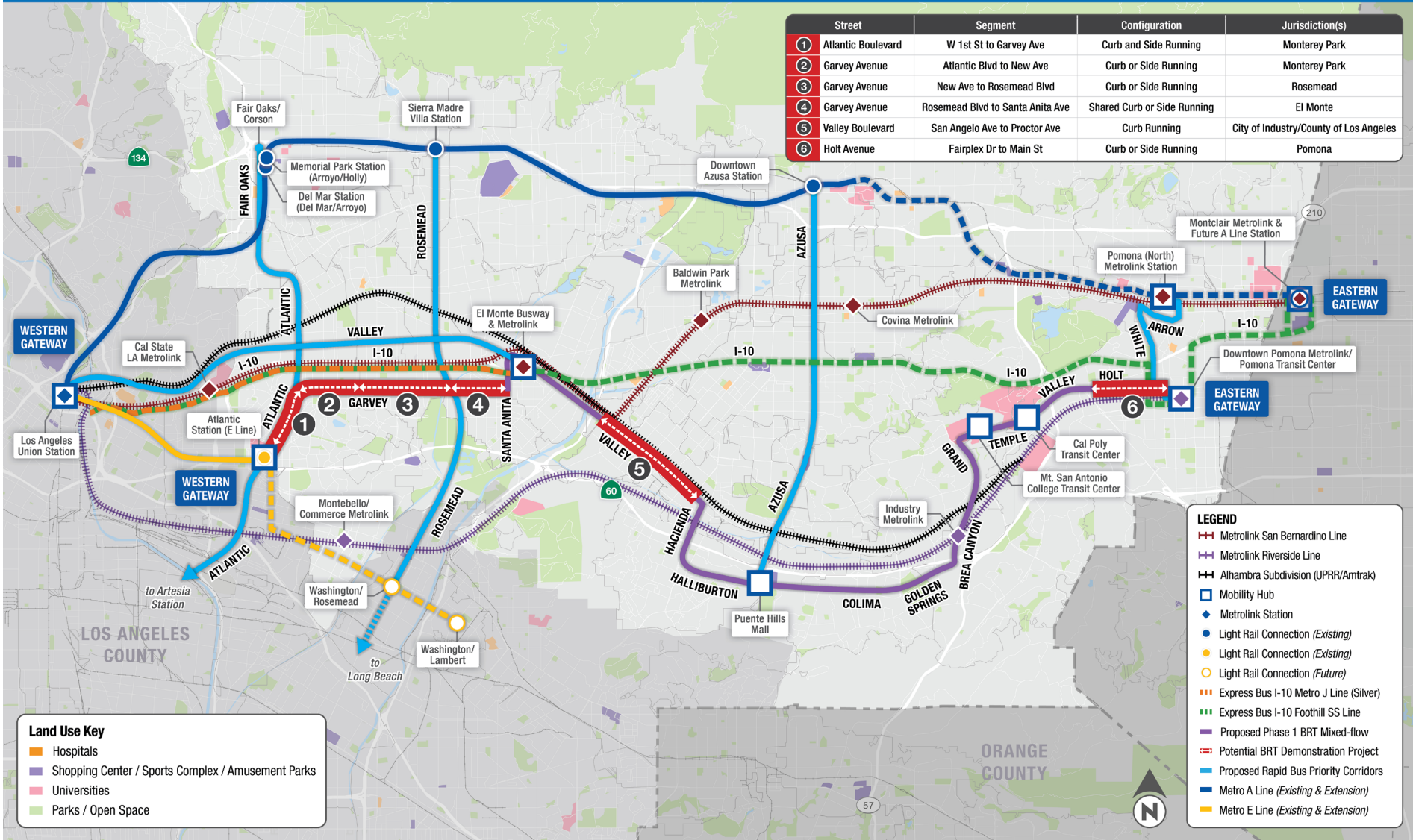
### The Long Term Vision Plan includes:

- Additional "Phase 2" BRT lanes on Valley Blvd from Union Station to El Monte Transit Center, along Azusa Ave from Azusa Downtown Station to Puente Hills Mall, and along White Ave and Arrow Hwy in Pomona.
- Potential rail service with infill stations along the Alhambra subdivision
- Additional segments of dedicated bus lanes along the Phase I BRT alignment on Valley Blvd



## Jump Start Projects (2028)

Street	Segment	Configuration	Jurisdiction(s)
1 Atlantic Boulevard	W 1st St to Garvey Ave	Curb and Side Running	Monterey Park
2 Garvey Avenue	Atlantic Blvd to New Ave	Curb or Side Running	Monterey Park
3 Garvey Avenue	New Ave to Rosemead Blvd	Curb or Side Running	Rosemead
4 Garvey Avenue	Rosemead Blvd to Santa Anita Ave	Shared Curb or Side Running	El Monte
5 Valley Boulevard	San Angelo Ave to Proctor Ave	Curb Running	City of Industry/County of Los Angeles
6 Holt Avenue	Fairplex Dr to Main St	Curb or Side Running	Pomona



**Land Use Key**

- Hospitals
- Shopping Center / Sports Complex / Amusement Parks
- Universities
- Parks / Open Space

**LEGEND**

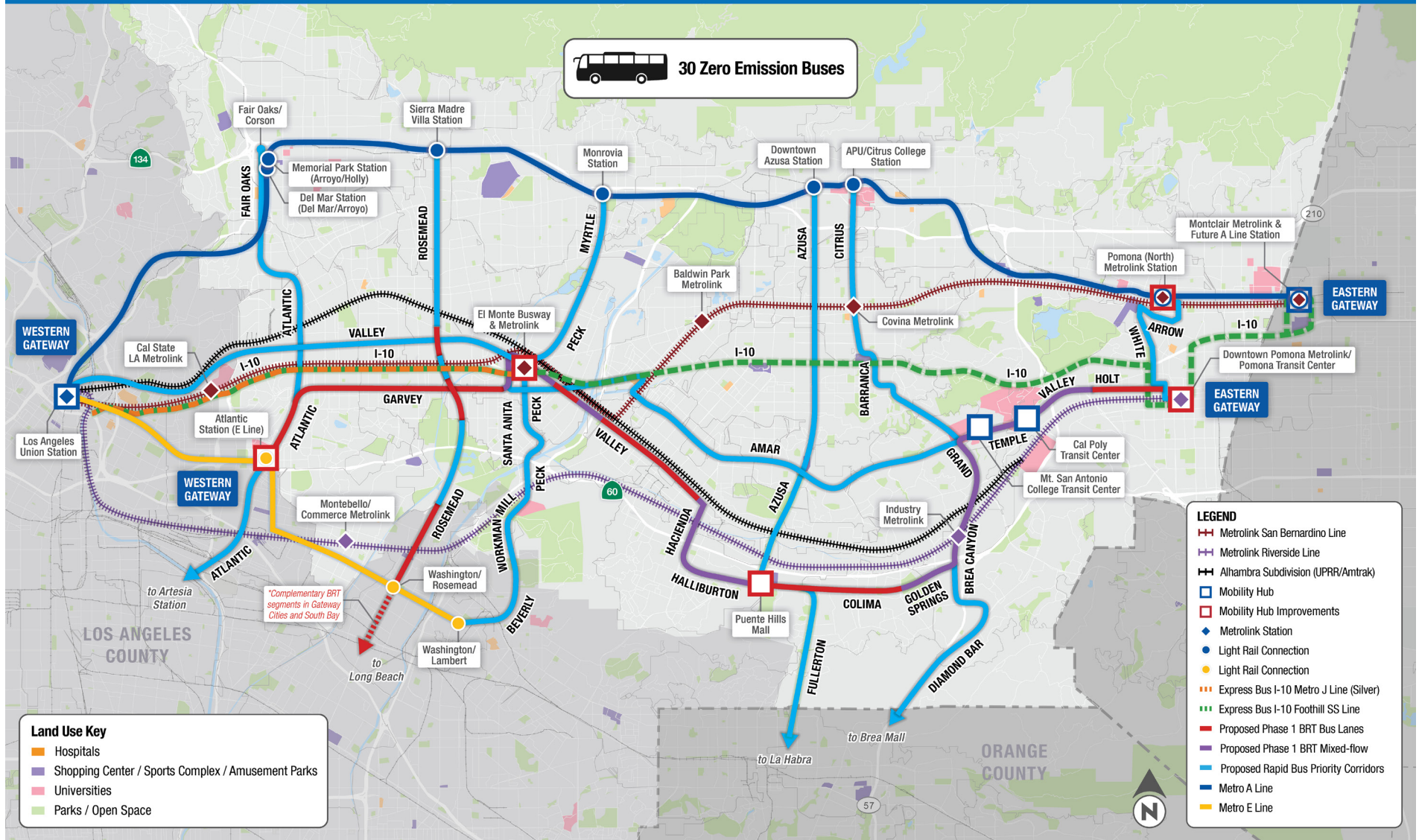
- Metrolink San Bernardino Line
- Metrolink Riverside Line
- Alhambra Subdivision (UPRR/Amtrak)
- Mobility Hub
- Metrolink Station
- Light Rail Connection (Existing)
- Light Rail Connection (Future)
- Express Bus I-10 Metro J Line (Silver)
- Express Bus I-10 Foothill SS Line
- Proposed Phase 1 BRT Mixed-flow
- Potential BRT Demonstration Project
- Proposed Rapid Bus Priority Corridors
- Metro A Line (Existing & Extension)
- Metro E Line (Existing & Extension)





## Mid Term Plan (2035)

30 Zero Emission Buses

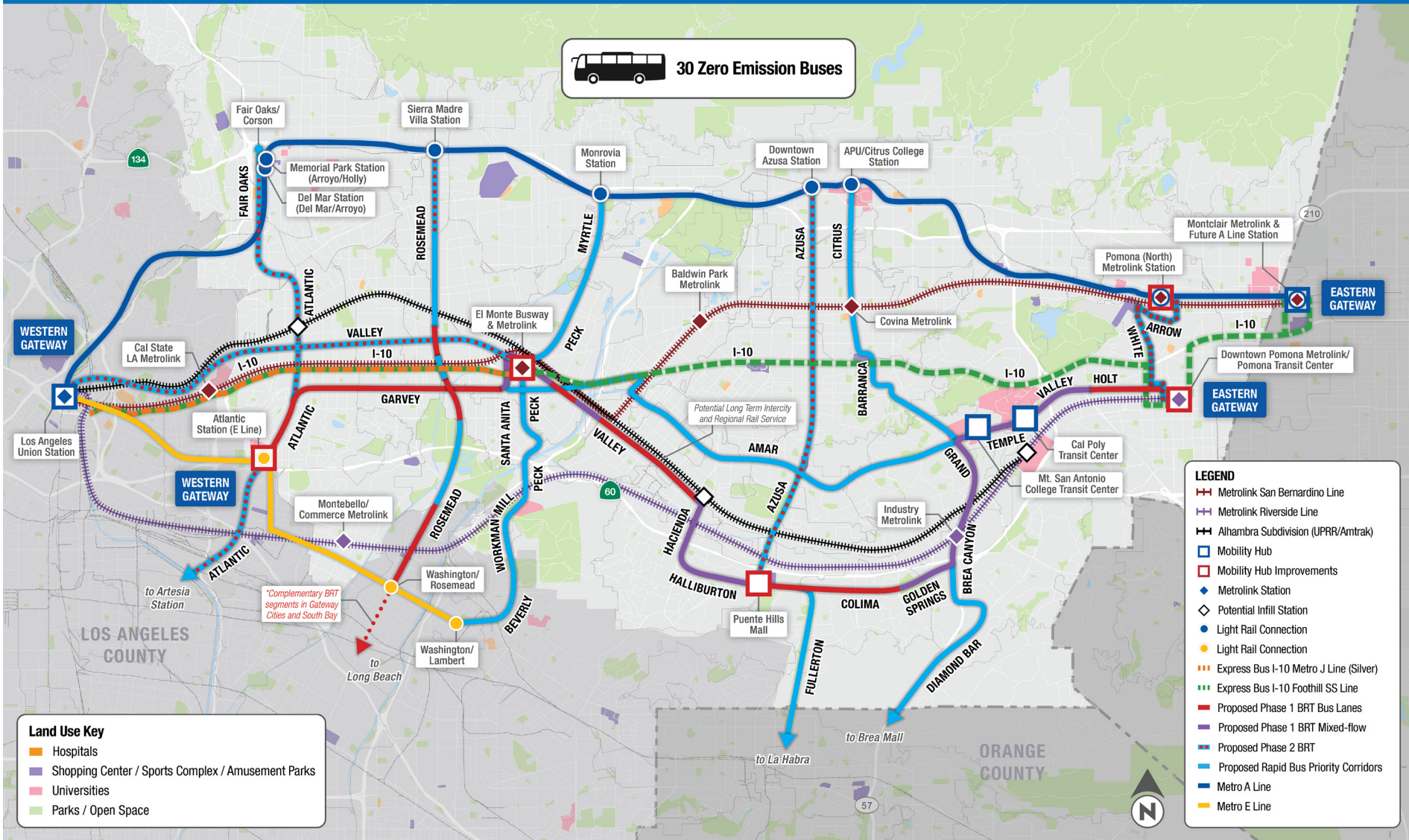






## Long Range Vision Plan

30 Zero Emission Buses







## NEXT STEPS

Delivery of the proposed transit service improvements will require a number of steps which include:



**1. Assembly of Funding**



**2. Prepare Preliminary Engineering (PE) and Final Design Plans**



**3. Obtain Environmental Clearance**



**4. Develop Operating Agreements**



**5. Identify Funding for Operations**



**6. Identify Maintenance Responsibilities / Develop Agreements**



**7. Caltrans Agreements**



**8. Railroad Negotiations**



**9. Obtain Construction Permits**



**10. Manage Design and Construction**



**11. Commission New Services**

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## OVERVIEW

In 2020, the Metro Board of Directors (Metro Board) approved an independent feasibility study specifically for the San Gabriel Valley (SGV) communities along the State Route 60 (SR-60) corridor. The importance of the SR-60 corridor and the surrounding communities emphasizes a need for high-quality transit service in the SGV. Through a partnership with the San Gabriel Valley Council of Governments (SGVCOG) and the Los Angeles Metropolitan Transportation Authority (Metro), this Transit Feasibility Study (the Study) identifies short-term project opportunities and a long-term Vision Plan to create an integrated transit network for the entire SGV.

“

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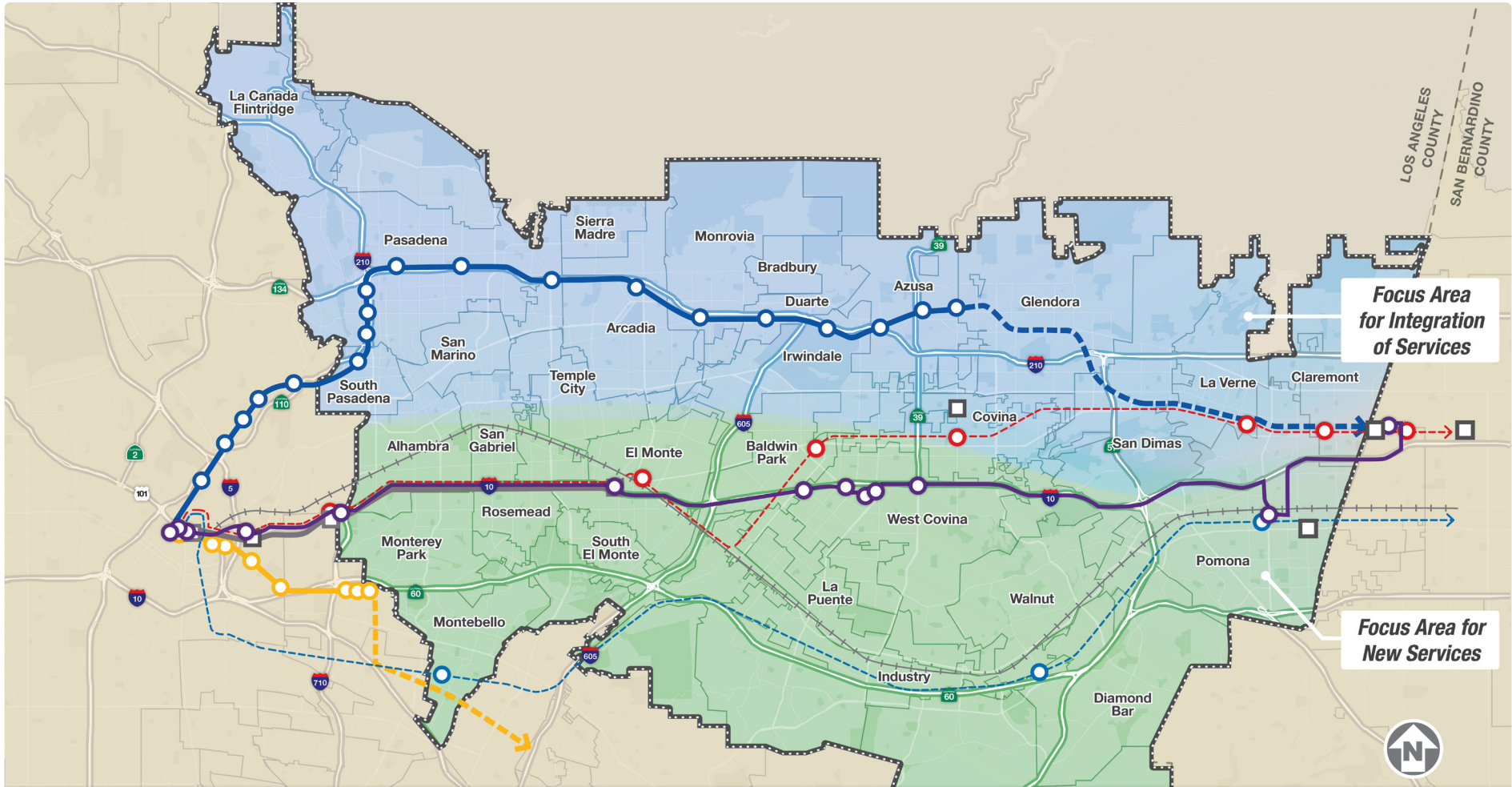
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Since a primary objective of this Study was to identify suitable replacement(s) for the SR-60 Light Rail Transit (LRT) extension from the Atlantic Station terminus of the Metro E Line, the first task was to focus identification of options for improved transit service along the SR-60 corridor. The SGV study area was segmented into two portions: the southern portion (generally from I-10 south) would be the focus for east-west new services, whereas the northern portion would be evaluated for north-south services and connectivity enhancements to leverage existing and future transit assets within the SGV.



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Study Area Definition Map



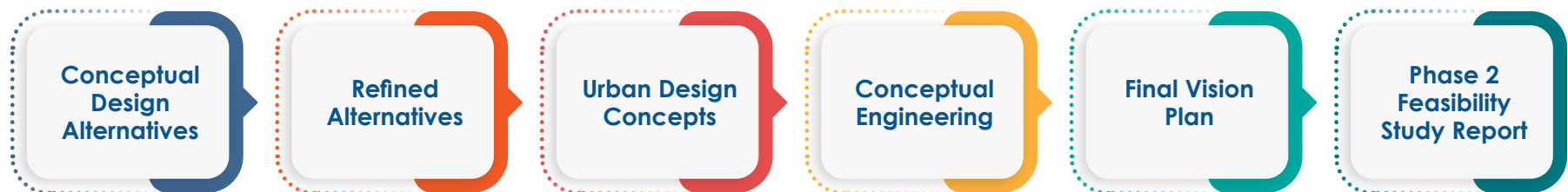
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### Phase 1



### Phase 2



Study Timeline





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The results indicate that there is a substantial market potential for transit in the SGV.

The survey also asked respondents to identify factors which would result in higher utilization of transit. The most frequently stated reasons are shown to the right.



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Bus stops were improved through lighting and landscaping



They had better access or stations closer to home



## PURPOSE & NEED

Given the mobility problems defined in the SGV, the project's purpose is to:

- Reduce travel times for transit to establish transit as an attractive alternative to the automobile; Establish connectivity with key origins and destinations throughout SGV;
- Provide a wider array of good transit options for residents of SGV, particularly for transit dependent populations and EFCs within the SGV;
- Expand service and increase frequency to underserved markets
- Create opportunities for transit-oriented communities to accommodate anticipated growth and housing allocation needs.

## MOBILITY PROBLEM

New transit investment in the SGV will enhance mobility and provide more dependable, convenient, and accessible transit options for a subregion that has a large share of transit dependent populations, a vast housing and economic base, and historically disadvantaged Equity Focus Communities (EFCs) that are constrained by existing transportation systems.

Planning analysis of SGV characteristics and mobility factors identified key mobility issues and needs. These features were quantified and were subsequently used to screen and refine transit alternatives which were identified during the Study.

Key Mobility Problem Themes	
Topic	Mobility Problem
<b>Land Use Densities</b>	Zoning in the SGV is low-density residential (40%). Density needs to be encouraged in areas where transit is accessible and mobility options are available.
<b>Housing Allocations</b>	Cities provide zoning to accommodate their share of statewide housing needs. Each jurisdiction must ensure there are sufficient areas to accommodate their housing unit requirements.
<b>High Population and Employment Densities</b>	The SGV accounts for a significant share of the county's housing and economic base (almost 1/5 of LA County's residents and jobs). SGV densities are an average of two to four times higher when compared to LA County as a whole.
<b>Transit Dependent Populations</b>	There are a significant number of transit dependent communities in the SGV with 44% of residents being either minors or seniors, 23% of households are low-income, and 15.7% are zero-car households. Minorities comprise of 80% of the population in the SGV, with some census tracts exceeding 93%.





Key Mobility Problem Themes (continued)	
Topic	Mobility Problem
<b>Equity Focus Communities</b>	EFC areas, which historically have less access to economic and investment opportunities, are located throughout the SGV. EFCs are concentrated along I-210, I-10, and SR-60.
<b>Freeway and Arterial Congestion</b>	Substantial congestion exists with high westbound travel in the morning and high eastbound travel in the evenings on the I-10 and SR-60. Arterials that run parallel to these freeways also experience heavy congestion.
<b>Goods Movement Conflicts</b>	Goods movement is a significant use of the transportation network within the SGV. It is difficult to develop or add new transportation without affecting existing rail and truck operations.
<b>Transit</b>	The only express east/west transit services are via Metrolink and Metro L Line. There is also need for transit services in the north/south corridors, particularly to serve transit-dependent and EFC communities.
<b>Travel Markets</b>	Given the size of the SGV and the large number of activity centers, travel patterns are decentralized and irregular in length. Many trips pass through the SGV traveling to external destinations.

## OUTREACH PROGRAM

The Study was informed by continuous input and numerous comments from the general public, various involved jurisdictions, and key stakeholders including transit operators such as Metro and Foothill Transit. Various outreach activities were initiated during Phase 1 and continued throughout Phase 2.

An extensive outreach effort was conducted through multiple community events, one-on-one briefings, and consistent public engagement. This created a greater understanding of the project and helped establish consensus on the Study's outcomes.

During Phase 1, a Technical Advisory Committee (TAC) was formed that included 24 cities, unincorporated LA County, and other public agencies. The TAC gathered technical input agency coordination, and collaboration on solutions.







Additional outreach activities that occurred during **Phase 1** included:

- Public agency/elected official briefings with over 30 participants
- 10 key stakeholder/ one-on-one briefings
- Two community workshops that engaged 144 attendees
- A public opinion travel survey that garnered responses from over 400 SGV residents
- A social media ad campaign that reached 3,800 to 10,900 people per day and garnered 250 to 700 clicks per day
- A project website that hosted an informational campaign and interactive map on the concepts, which received feedback comments
- A dedicated email and phone number for the public to provide feedback on the project which had a voicemail in English, Spanish, and Chinese

In subsequent planning phases, SGVCOG will continue collaboration with cities and transit agencies.

**Phase 2** continued the Study's collaborative engagement to further refine the concepts that were deemed most optimal for meeting project needs. During Phase 2, the TAC was expanded to include 27 cities, agencies, and elected official districts. The TAC, one-on-one briefings, as well as public input received at pop-up events and interactive online maps were used to gather input on more specific conceptual definitions of the project. The outreach activities that occurred during Phase 2 included:

- 19 one-on-one briefings with various city staff, municipal agencies, LA County Departments, elected officials and other stakeholders (e.g., Cal Poly Pomona)
- A project website that hosted an informational campaign and Interactive Map on the Initial Concepts, that engaged over 300 participants and recieved 49 comments
- 11 community pop-up events in the cities and communities located closest to the concepts

## Input from Pop-up Events



**Direct connections to Cal State LA, East LA College, Mt. San Antonio College, and Cal Poly Pomona**



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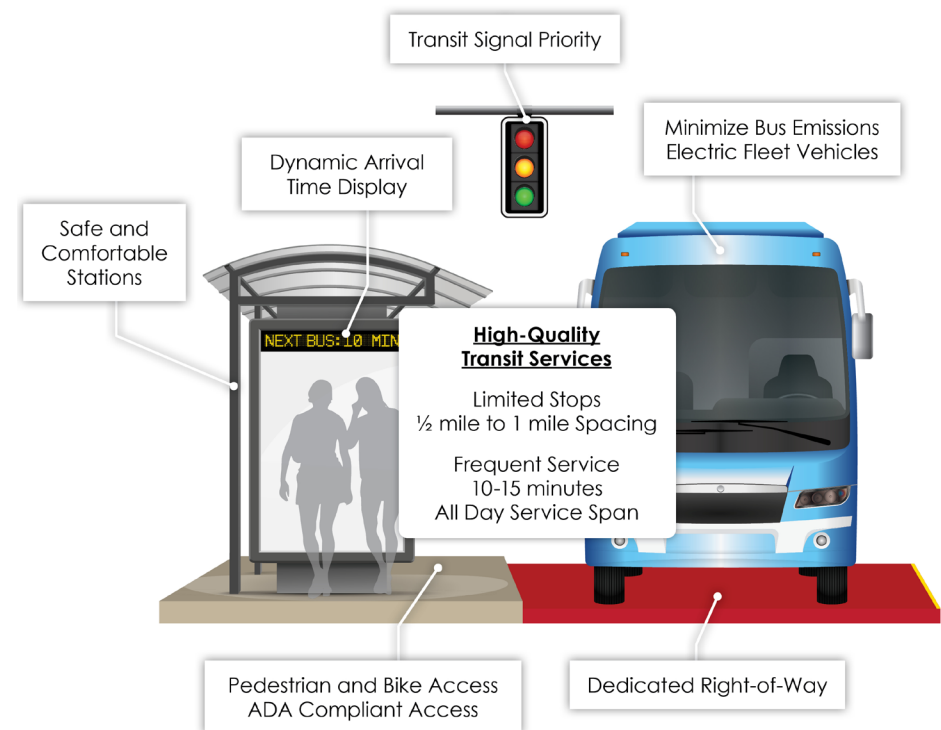


## BRT ELEMENTS

Bus Rapid Transit is a high-quality rubber-tired transit mode that provides faster and more frequent service compared to typical local bus operations. Typical elements of BRT include:

- **Dedicated Right-Of-Way (ROW):** Compared to traditional bus routes which operate with other roadway traffic, BRT incorporates dedicated bus lanes, either on an existing roadway or dedicated ROW.
- **Enhanced Stops:** BRT stations typically feature enhanced amenities such as real-time bus arrival information, upgraded seating, and improved bike and pedestrian access.
- **Limited Stops:** BRT stops are typically spaced at ½ mile to 1 mile apart, which is a much greater distance compared to local services, which may make as many as 8 stops per mile. Local service is often run in conjunction with BRT service to address First/Last Mile concerns.
- **Transit Signal Priority (TSP):** TSP detects buses approaching a signal and either extends the cycle of an existing green phase or calls up an early green light. This reduces the amount of time that buses wait at red traffic signals, improving average travel speeds, and shortening overall trip times by as much as 10 percent.

- **More Frequent Service:** According to the Transportation Research Board Transit Capacity Manual, BRT services operate at a frequency of 10 minutes or less, or six buses per hour in each direction.
- **Longer Service Span:** Compared to traditional bus routes, the service span of BRT typically extends over more hours, with high frequencies throughout most of the day from early morning to late evening.



Typical BRT Features



## BUS LANE CONFIGURATIONS

There are three principal types of roadway configurations to provide bus lanes:

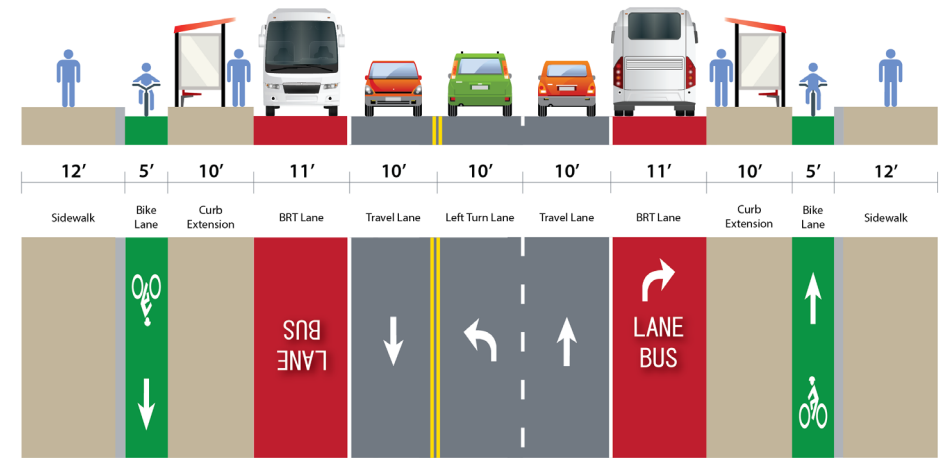
- **Side Running Lanes**
- **Center or Median Running Lanes**
- **Curb Running Lane**

**Side Running Lanes:** In this configuration, the outside travel lanes are restricted to buses and right-turning vehicles. On-street parking and/or bike lanes can be provided outside of the bus lanes. Side-running bus lanes may be provided by widening and/or reconfiguring the outside travel lane to bus-only operation. The minimum desirable lane width is 11 feet, preferably 12 feet or more.

With this bus lane configuration, conflicts between automobile and buses are expected, as general purpose traffic is allowed to weave across the bus lanes to access driveways, loading zones, and to make right turn maneuvers at intersections. Space permitting, right-turn bays may be provided outboard from the bus lanes at intersections to reduce operational interference from right-turning vehicles yielding to pedestrians crossing concurrently with through traffic.

Stations are typically placed along the sidewalk, which may be widened through the loading zone using “curb extensions” or “bulb-outs” enhancing walkability and the pedestrian environment.

Bike lanes, where present, may be routed between the loading-zone and sidewalk area to minimize conflicts with bus patrons.



**\*\*NOTE:** These figures represent minimum lane widths

### Side Running Configuration

#### Key Features of Side Running Lanes:

- Typically requires 100' to 120' roadway with four lanes and bicycle lanes
- May be accommodated by converting outside lanes to bus-and-right-turn only lanes
- Stations can be placed on sidewalks or on curb extensions “bulb-outs” to widen sidewalk
- Right-turning vehicles at driveways and intersections cross bus lane

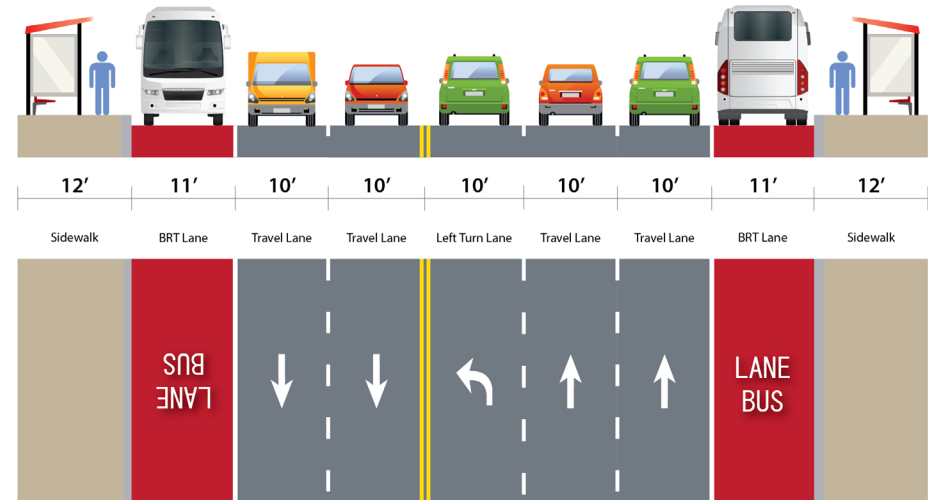
# Transit Feasibility Study



**Center or Median Running Lanes:** In this configuration, dedicated bus lanes are provided in the center of the roadway within or alongside a raised median. Wide roadways, typically 120 feet or more, are required to accommodate center or median running bus lanes. There are few local San Gabriel Valley roadways with right-of-way wide enough and suitable for center or median running bus lanes, so this prototype is discussed for informational purposes.

**Curb Running Lanes:** In this configuration, bus lanes run in an outside lane along the roadway curb. Curb running bus lanes may be provided by widening, removing parking or reconfiguring the outside of the roadway travel lane to bus-only operation. Similar to side running, the minimum desirable lane width is 11 feet, with 12 to 14 feet preferred. The curb running configuration does not accommodate bicycles unless a lane width of 16 feet is provided for shared operation. Otherwise, if bicycle lanes are needed, side running bus lanes should be utilized.

Stations are usually placed along the sidewalk near signalized intersections with marked crosswalks where patrons can cross the roadway. On-street parking or loading can be accommodated in off-peak periods, in which case the bus lanes are only available during peak periods. A curb extension or “bulb-out” may be provided if there is sufficient roadway width. This type of running-way can experience conflicts or interactions with cyclists, parked vehicles, commercial loading zones/vehicles, and right-turning traffic, which typically merges into the bus lane prior to turning.



**\*\*NOTE:** These figures represent minimum lane widths

## Curb Running Configuration

### Key Features of Curb Running Lanes:

- Typically requires 100' to 120' roadway with four lanes
- May be accommodated by converting on-street parking or curb lane to bus-and-right-turn only lane
- Stations are placed on sidewalks
- Parking may be allowed in off-peak periods only; does not work with bike lanes





## PHASE 1 – 15 INITIAL CONCEPTS

In Phase 1 of the Study, 15 initial concepts for new and enhanced transit services were developed based on the Project’s purpose and need as well as input gathered from community outreach and stakeholder input. Demographics and travel patterns of the SGV were studied and documented in a Study Area Report, and a Mobility Problem Definition was created. The initial concepts focused on both east-west and north-south services that would provide complementary services within the SGV.

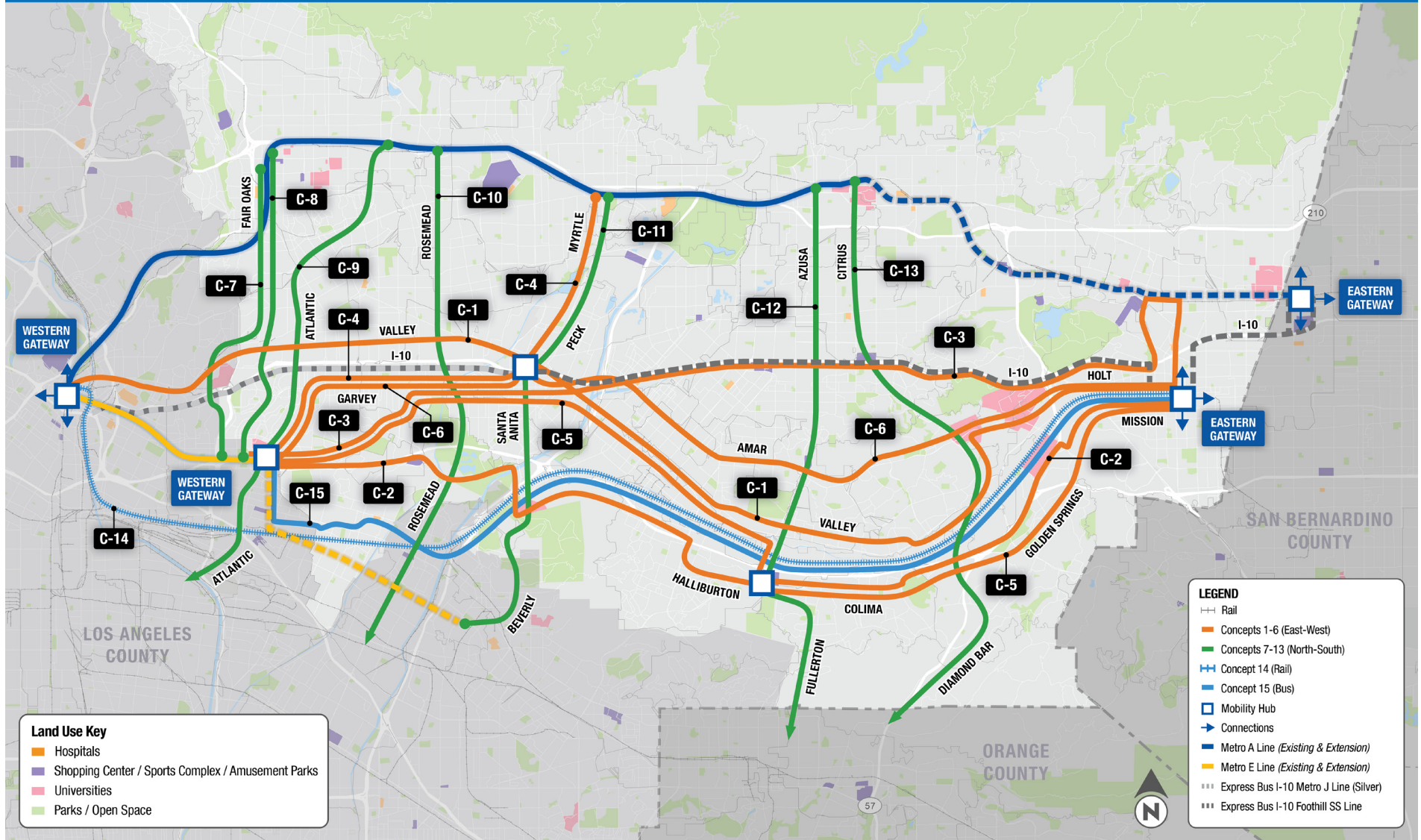
The concepts were designed with terminuses at rail stations or transit centers to integrate into existing and proposed transit networks. In Phase 1, ROW, stop locations, key destinations, and estimated travel times were used to define the concepts. These key characteristics guided the development of the 15 conceptual alternatives that would improve transit service along well-travelled corridors in the SGV. The 15 concepts are presented in more detail in the Initial Conceptual Alternatives Report.

Concept	Service Description
<b>C1 - East-West</b>	Downtown Los Angeles to Downtown Pomona via Valley Blvd
<b>C2 - East-West</b>	Atlantic Station to Downtown Pomona via SR-60
<b>C3 - East-West</b>	Atlantic Station to Pomona North Metrolink via I-10
<b>C4 - East-West</b>	Atlantic Station to Monrovia Station via Garvey Ave & Peck Rd
<b>C5 - East-West</b>	Atlantic Station to Downtown Pomona via Valley Blvd & Colima Rd/Golden Springs Dr
<b>C6 - East-West</b>	Atlantic Station to Downtown Pomona via Garvey Ave & Amar Rd
<b>C7 - North-South</b>	Maravilla Station to Del Mar Station via CSLA
<b>C8 - North-South</b>	East LA Civic Center Station to Memorial Park Station via Monterey Pass
<b>C9 - North-South</b>	Sierra Madre Villa Station to Downtown Long Beach via Atlantic Blvd
<b>C10 - North-South</b>	Sierra Madre Villa Station to CSLB via Rosemead Blvd & Lakewood Blvd
<b>C11 - North-South</b>	Monrovia Station to Whittier via Peck Rd and Beverly Blvd
<b>C12 - North-South</b>	Azusa Downtown Station to Newport Beach via Azusa Ave & Harbor Blvd
<b>C13 - North-South</b>	APU / Citrus College Station to Anaheim via Citrus & Grand Ave
<b>C14 - East-West</b>	Riverside Line Local Rail Service to Downtown Pomona Metrolink
<b>C15 - East-West</b>	Riverside Line / SR-60 Express Bus Service





## 15 Initial Conceptual Alternatives





## INITIAL SCREENING OF CONCEPTS

	Valley Boulevard	SR-60	I-10	Valley-Colima-Golden Springs Garvey-Peck	Golden Springs	Garvey-Amar	Commuter Rail / Bus*
East-West Concepts	C1	C2	C3	C4	C5	C6	C 14/15
Fulfills near-term needs	●	✓	✗	✗	✓	✗	✗
Improves transit service	✓	✓	✗	●	✓	✗	●
Addresses existing travel trends within SGV	●	✓	●	✗	✓	✗	✓
Provides mobility to EFCs and other local communities	●	✗	✓	●	✓	✓	✗
Increases access to major SGV transit hubs	✓	✓	●	✓	✗	✗	✗
Increases access to major SGV activity centers	●	✓	✓	✗	●	●	✓
Facilitates access to bike/ped facilities	✓	✗	●	●	●	✓	✗
Minimizes conflicts with goods movement	✓	●	●	✓	✓	✓	✗
Supports land use and development	✓	●	✗	✓	✓	✓	✗
<b>OVERALL SCORING</b>	Moderate	Moderate	Low	Low	High	Low	Low

Notes: ✓ = positive score ● = neutral score ✗ = negative score

\* - Scoring weighted towards rail score



# Transit Feasibility Study



The 15 Initial Concepts were screened using metrics developed from the Study Goals and Objectives. The objectives focused on improving short and long-term transit service, providing more mobility options to EFCs and other local communities, addressing travel trends in the SGV, increasing access to mobility hubs and major activity centers, facilitating access to bike/pedestrian networks, and supporting land use and development.

The initial screening used qualitative and quantitative evaluations based on a three-point scale (positive, neutral, negative).

The east-west concepts were screened using a two-step process which considered both the screening scores as well as input from SGVCOG stakeholders obtained through the Study's outreach efforts.

After the east-west concepts were screened, the north-south concepts were then screened considering the compatibility and network synergy in supporting the east-west concepts.

Based on the input received and initial screening, the highest-ranking east-west concepts were:

- **Concept 1 – Valley Boulevard**
- **Concept 2 – SR-60**
- **Concept 5 – Valley-Colima-Golden Springs**

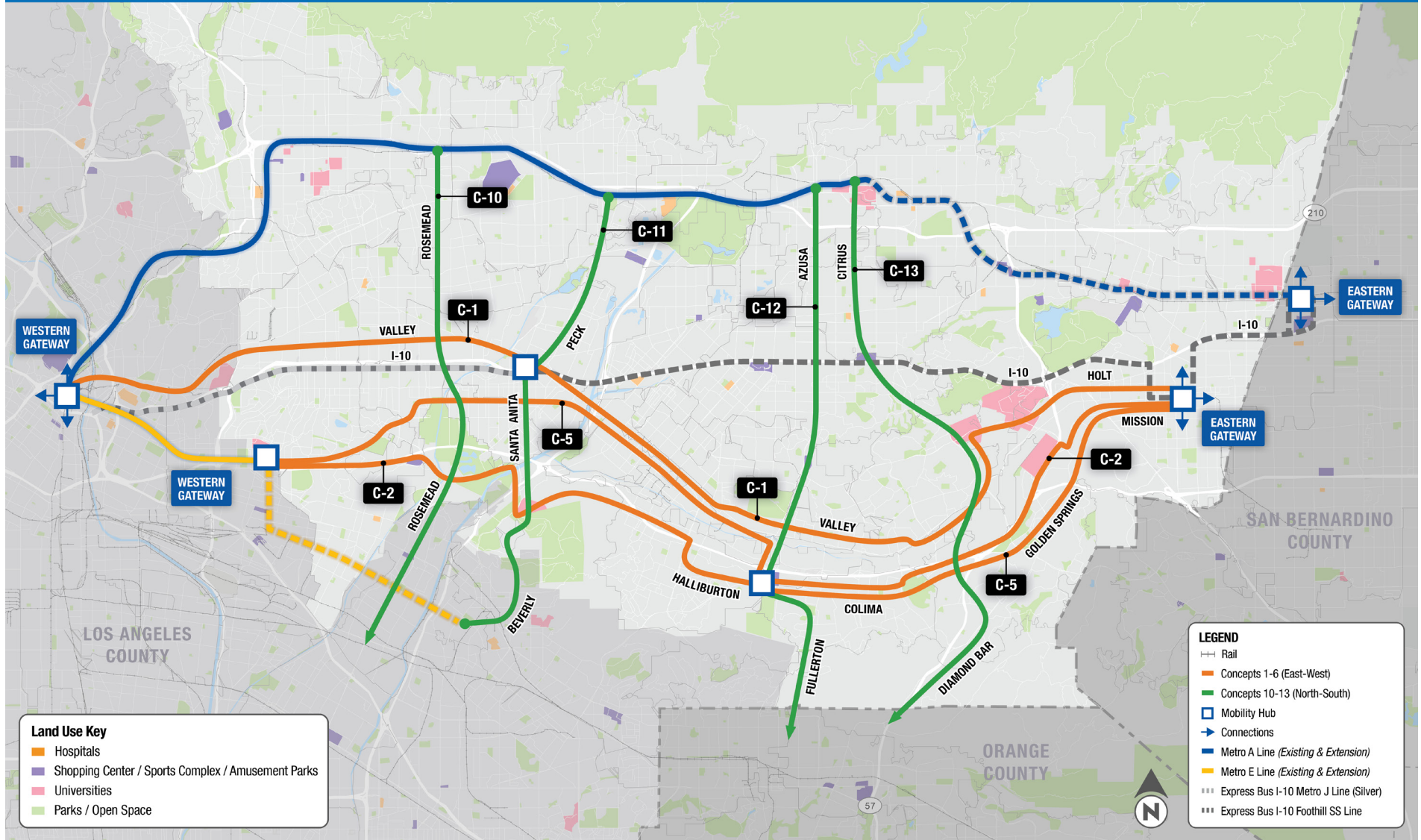




# Transit Feasibility Study



## 7 Screened Concepts





## PHASE 2 CONCEPT REFINEMENT – DEVELOPMENT OF EAST-WEST BRT ROUTE

Phase 2 focused on refining the three east-west concepts through early conceptual design and engineering. Phase 2 identified potential bus lane configurations (side-running, curb-running, or center), developed urban design concepts, as well as created an implementation and Vision Plan.

All the concepts were made available to the public via an “Interactive Map” on the SGVCOG website where participants could post specific comments. The C1/C5 Hybrid Concept received the most positive comments on the website, from the TAC, as well as through other stakeholder outreach.

*“The **Hybrid Concept** really connects the southern part of SGV and its popular destinations. I also am glad bus lanes and connections to other routes are emphasized in this route plan.”*

*– Community Member Posting from Online Interactive Map*

*“I prefer the **Hybrid Concept** because it is a good mix of segments - it hits major transit centers without overextending to downtown.”*

*– Community Member Posting from Online Interactive Map*

Phase 2 also reviewed the detailed ridership demand for the three east-west Concepts 1, 2, and 5. After a further assessment of passenger boardings by station, the results showed more favorable performance for Concept 5 west of the Interstate-605 Freeway, and Concept 1 east of the I-605. To incorporate the best elements of both concepts, C1/C5 were combined into a “Hybrid” east-west option. This Hybrid Concept also had the benefit of traveling through a significant number of EFCs and SGV communities and connecting to colleges such as Cal Poly Pomona and Mt. San Antonio College in the east and to the Metro E Line’s Atlantic Station in the west. Due to low ridership and input received by stakeholders, Concept 2 was screened out from further consideration.



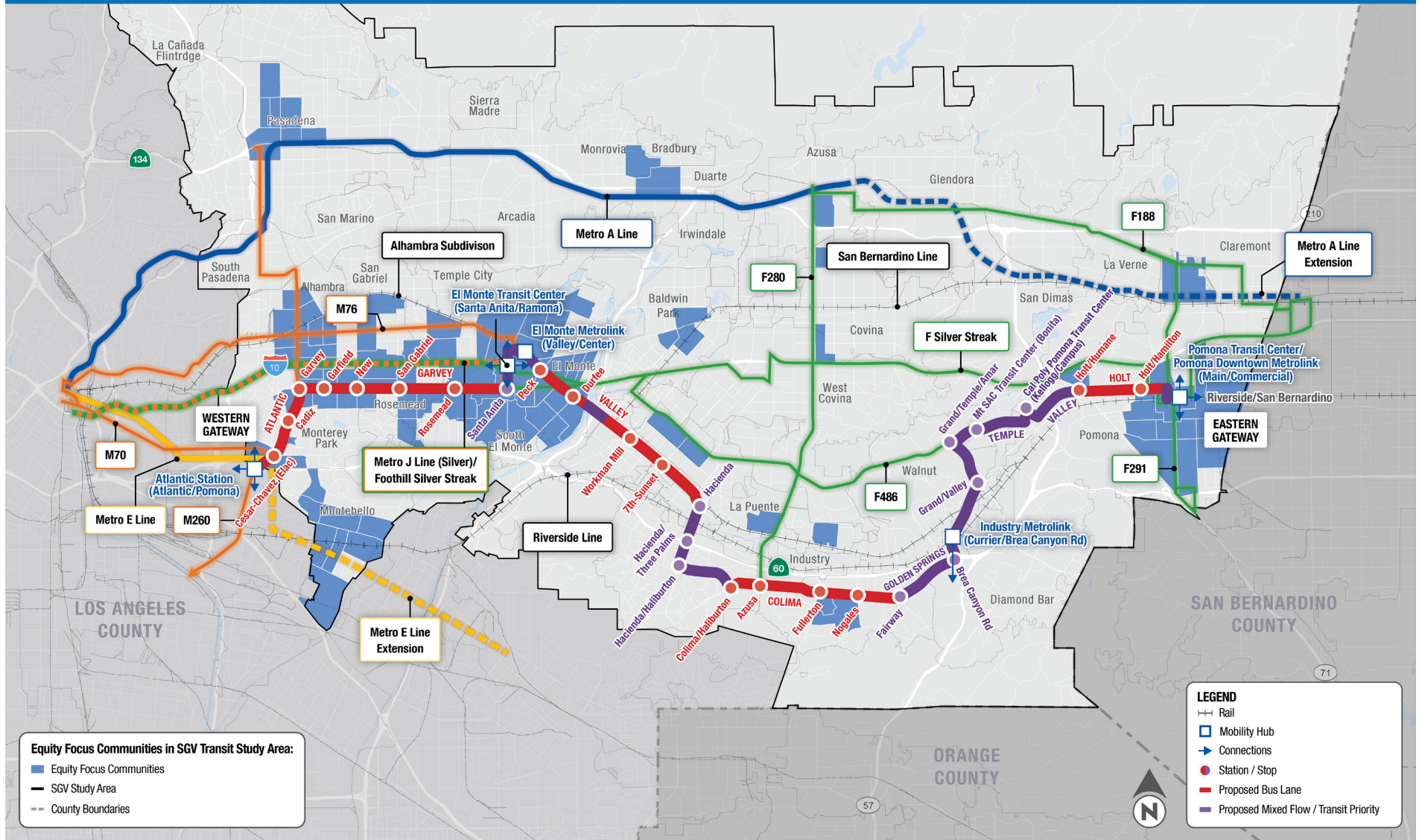
**A rendering facing east, showing Side Running Bus Lanes on Holt Avenue near Hamilton Boulevard in Pomona**



# Transit Feasibility Study



## C1/C5 East-West Hybrid Concept





## PLAN IMPLEMENTATION

A principal outcome of the Study was the development of a long-range transit Vision Plan with phased implementation. The plan is presented in three planning horizons beginning with a 2035 Mid Term Plan which is financially constrained by the \$635.5 million which Metro committed to the SGV:

- **Mid Term Plan (2035):** The 2035 horizon year reflects the date at which the full \$635.5 million in funding committed by Metro will be available. The designated improvements include an east-west BRT service to replace the prior SR-60 LRT alternative along with complementary valley-wide service and connectivity enhancements providing high-quality transit for the entire SGV planning area.

Preliminary “planning-level” capital cost estimates were prepared for the bus lanes and TSP improvements, to confirm the plan elements would be implementable with the funding committed by Metro for year 2035.

In addition to the new east-west route, the Metro funding is sufficient to implement the East-West Hybrid BRT Concept as well as two new north-south rapid bus services (Monrovia to Whittier and Azusa to Diamond Bar).

- **Long Term Vision Plan:** The Long Term Plan, which is financially unconstrained identifies the ultimate build-out of high quality transit services throughout the SGV. No particular year is specified, but for planning purposes, a Year 2050 horizon could be considered. Included are BRT services, Rapid Bus services, and potential new rail service between Pomona and Downtown Los Angeles.
- **Jump Start Projects (2028):** Jump Start Projects (often referred to as Near Term Plan) includes TSP and demonstration bus lane segments serving existing high-frequency routes. These could be implemented within 3 to 5 years if funding is identified and the projects are expedited.



*A rendering facing east, showing Curb Running Bus Lanes along Valley Boulevard near Proctor Avenue in the City of Industry*





## MID TERM PLAN (2035)

The Mid Term Plan incorporates capital improvements which could be constructed with the \$635.5-million committed to the SGV by Metro. This includes:

- **Rapid Bus Priority Corridors** – Provide Traffic Signal Priority (TSP) at all signalized intersections along designated corridors. These improvements would facilitate existing bus services in the near term and would host limited stop “Rapid Bus” services in the longer term:
  - » Valley Boulevard / Metro Line 76 from Downtown Los Angeles to El Monte
  - » Amar Road / Foothill Line 486 from El Monte to Downtown Pomona
  - » Atlantic Boulevard / Metro Line 260 from Pasadena to Atlantic Station (Metro E Line)
  - » Rosemead Boulevard / Metro Line 266 from Monrovia Station (Metro A Line) to Galatin Road (Pico Rivera)
  - » Proposed Myrtle – Peck – Workman Mill – Beverly route from Monrovia Station (Metro A Line) to proposed terminus of Metro E line on Washington Boulevard (Whittier)
  - » Azusa Avenue / Foothill Transit Line 280 from Azusa Station (Metro A Line) to Puente Hills Mall Transit Center (City of Industry)
  - » Proposed Citrus / Grand route from Citrus/APU Station (Metro A Line) to Diamond Bar
  - » Route from Pomona North Metrolink Station to Downtown Pomona via Arrow Highway and White Avenue (through Pomona Fairplex)

- **BRT Corridors** – Provide bus lanes and enhanced stations along designated BRT corridors. These improvements would support existing high-frequency bus services in the near term and would host BRT service in the longer term:
  - » Bus lane segments and enhanced stations along the East-West Hybrid route between Atlantic Station (Metro E Line) and Pomona
  - » Bus lane segments along Rosemead Boulevard within SGV (Rosemead, El Monte and South El Monte)
  - » Transit center and bus operations center improvements (specifics to be determined by further study)
  - » 30 Zero Emission Buses (ZEBs)

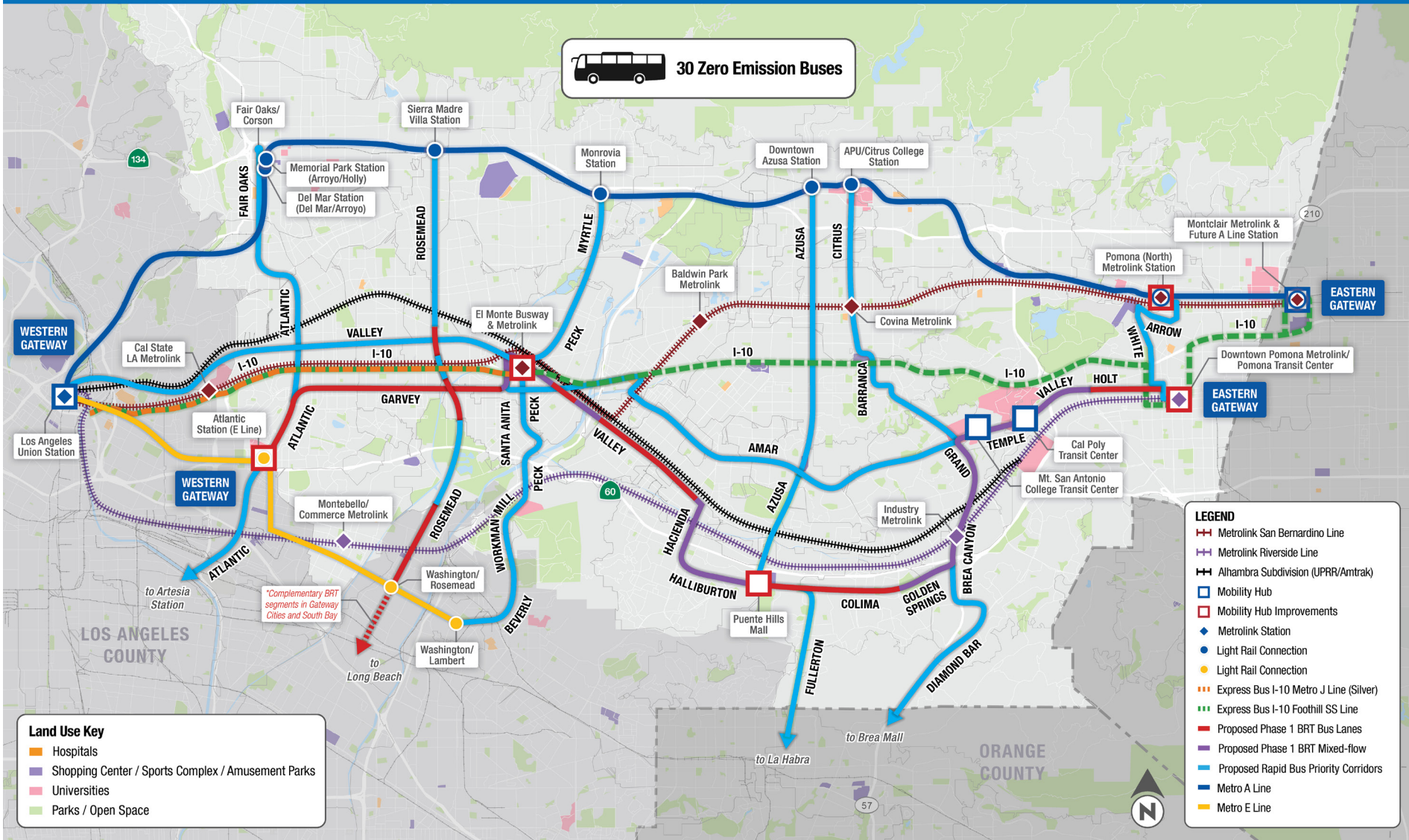


*A rendering facing east, showing Curb Running Bus Lanes along Holt Avenue near Hamilton Boulevard in Pomona*



## Mid Term Plan (2035)

30 Zero Emission Buses





# Transit Feasibility Study



Transit center improvements may include provision of additional bays for new bus lines, charging and/or fueling, improved access and circulation and joint development. Bus operations center improvements could include expansion of existing center(s) as well as fueling/charging and maintenance improvements.

A Rough Order of Magnitude (ROM) capital cost estimate was prepared for the proposed 2035 improvements program. All of the elements (including purchase of buses) shown in the Mid Term Plan. The cost estimate indicates that all of the improvements, including 17.5 miles of east-west bus lanes and 2.4 miles of north-south bus lanes,

with enhanced stations, could be delivered within the \$635.5-million committed by Metro. Even with escalation, the TSP and bus lanes segments could be constructed, however there would be less money available for the transit center and transit ops center improvements.

After improvements have been made along the East-West Hybrid route, the new service would be commissioned pursuant to developing a service agreement with the operator(s). BRT service could also potentially be implemented along Rosemead Boulevard, if additional bus lane segments are constructed through Pico Rivera and further south in the Gateway Cities area.

**2035 Mid Term Plan Capital Cost**

Element	Quantity (Bus Lanes/Route Miles)	2023		2035		Inflation Rate (12 years)	12-year Inflation Factor
		Low Cost	High Cost	Low Cost	High Cost		
<b>Transit Priority Enhancements</b>	Up to 180	\$35M	\$35M	\$45.5M	\$45.5M	4%	1.6
<b>East-West BRT Line Improvements (Lanes &amp; Stations)</b>	17.5 Miles /33.8 Miles	\$195M	\$250M	\$312M	\$400M	4%	1.6
<b>North-South BRT Line Improvements (Lanes &amp; Stations)</b>	2.4 Miles /10.1 Miles	\$45M	\$50M	\$72M	\$80M	4%	1.6
<b>Electric Buses</b>	Up to 30	\$40M	\$40M	\$50M	\$50M	2%	1.26
<b>Fixed Facilities</b>	Allowance	\$155M	\$125M	\$156M	\$60M	N/A	N/A
<b>Phase 1 Program Cost</b>		<b>\$470M</b>	<b>\$500M</b>	<b>\$635.5M</b>	<b>\$635.5M</b>	-	-

Notes: 1) Low Cost (side running) / High Cost (curb running);  
 2) Funds not allocated to other categories would be available to fund fixed facilities.





## LONG TERM VISION PLAN

The Long Term Vision Plan includes projects and improvements that could potentially be achieved by year 2050, subject to additional funding and project development activity. In addition to the projects shown in the 2035 Mid Term Plan, the Long Term Vision Plan would add:

- Bus lane segments and additional BRT services along designated Phase 2 BRT corridors including:
  - » Atlantic Boulevard / Metro Line 260 from Pasadena to Atlantic Station (Metro E Line) with potential extension south to Artesia Station (Metro A Line)
  - » Additional bus lane segments along Rosemead Boulevard / Metro Line 266 in East Pasadena
  - » Azusa Avenue / Foothill Transit Line 280 from Azusa Station (Metro A Line) to Puente Hills Mall Transit Center
  - » Bus lane segments along Valley Boulevard between LA Union Station and El Monte Transit Center (Metro Line 76)
  - » Bus lane segments along route from Pomona North Metrolink Station to Downtown Pomona via Arrow Highway and White Avenue (through Pomona Fairplex). (This route segment could provide an alternative terminal for the east-west BRT service.)
- Potential passenger rail service along the Union Pacific Alhambra Subdivision between downtown Pomona and Los Angeles Union Station with infill stations at the South Campus of California Polytechnic University (Pomona), Hacienda Boulevard (City of Industry) and Atlantic Boulevard (Alhambra).

With buildout of the Long Term Vision Plan bus lane, transit center and operations center improvements and commissioning of new Rapid Bus and BRT services, the SGV would have an integrated network of east-west and north-south services covering the full extent of the Valley and providing public transport to all communities.



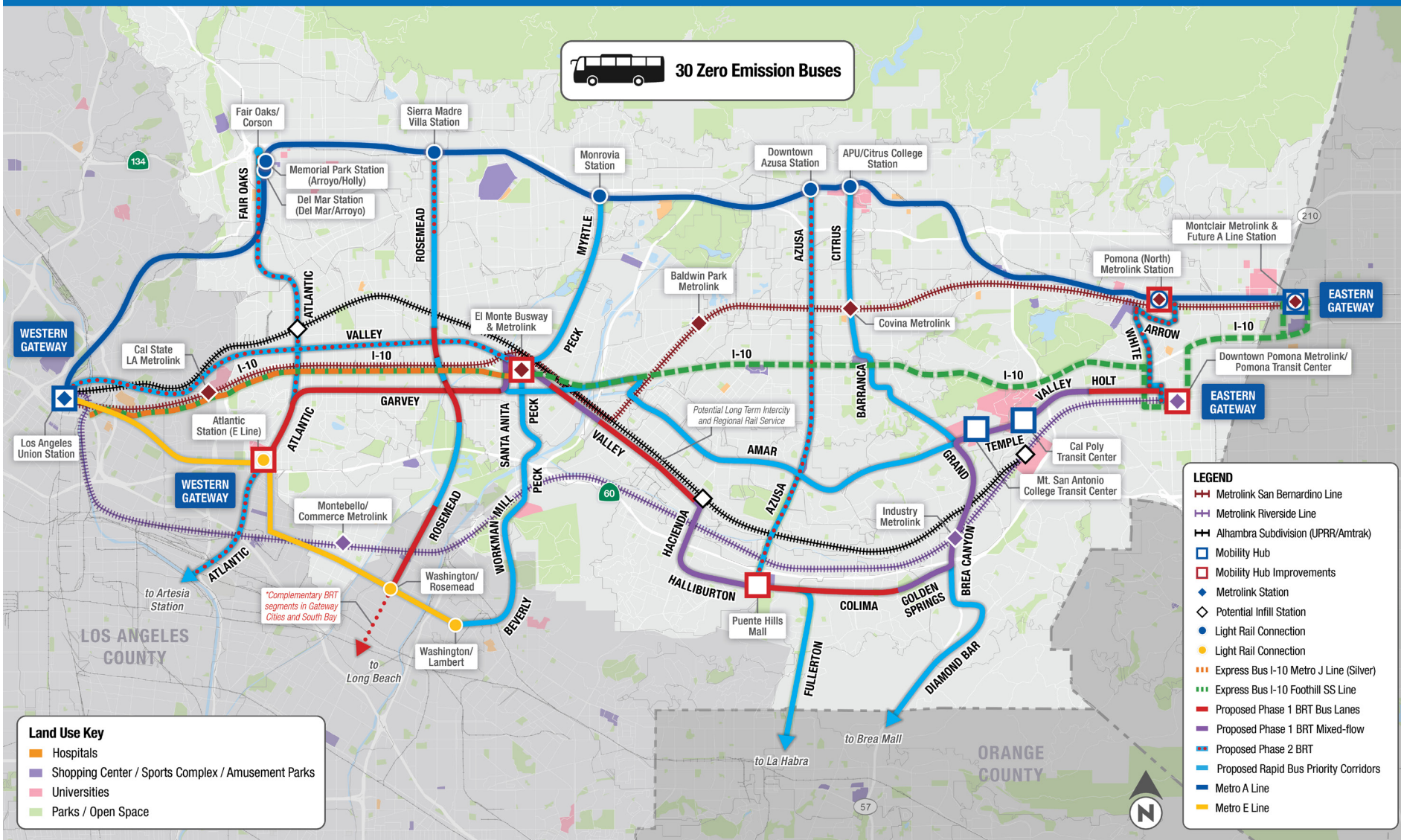
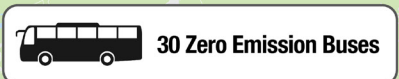
***A rendering facing east, showing Side Running Bus Lanes on Colima Road near Azusa Avenue in Unincorporated Los Angeles County***



# Transit Feasibility Study



## Long Range Vision Plan





## JUMP START PROJECTS (2028)

In response to the concern that the funding designated by Metro may not be available until 2035, a set of near term improvements, “Jump Start Projects,” have been identified for potential implementation over the next 3 – 5 years, subject to the acquisition of funding. Near term improvements could include:

- TSP enhancements along designated Rapid Bus Priority Corridors and BRT corridors which currently have higher-frequency services, e.g., Metro bus lines (Lines 76, 260, and 266) and two existing Foothill Transit bus lines (Lines 280 and 197)
- Constructing “Jump Start” bus lane demonstration projects at one or more of six candidate segments including: Atlantic Boulevard and Garvey Avenue in Monterey Park, Garvey Avenue in Rosemead and El Monte, Valley Boulevard in Industry and LA County, and Holt Avenue in Pomona.
- Providing BRT shelters to enhance stops at key station locations
- Providing “Complete Street” improvements for pedestrians and bicyclists in anticipation of future bus transit improvements



***A rendering facing east, showing Mixed Flow Operations on Valley Boulevard west of Tyler Avenue in El Monte***

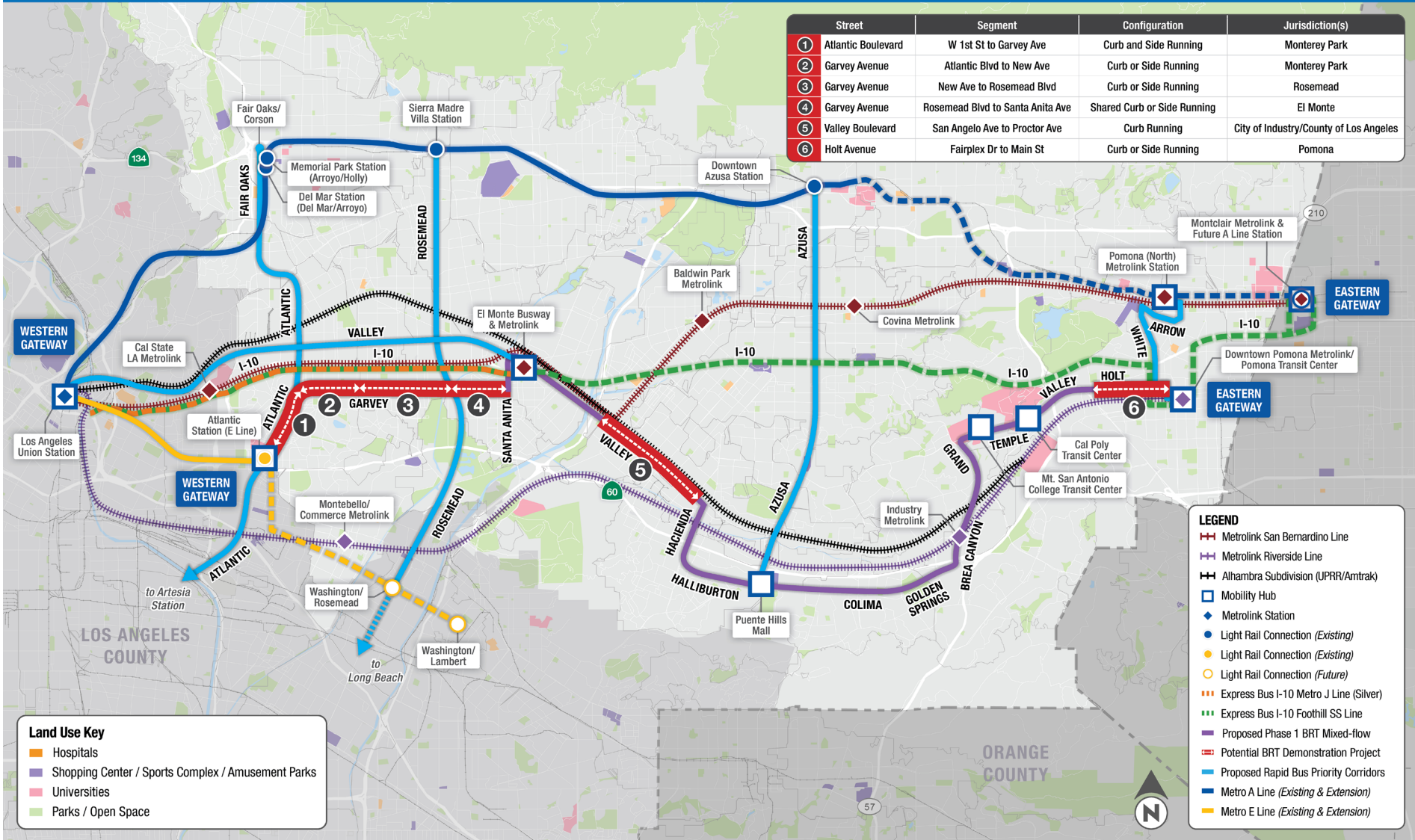


# Transit Feasibility Study



## Jump Start Projects (2028)

Street	Segment	Configuration	Jurisdiction(s)
1 Atlantic Boulevard	W 1st St to Garvey Ave	Curb and Side Running	Monterey Park
2 Garvey Avenue	Atlantic Blvd to New Ave	Curb or Side Running	Monterey Park
3 Garvey Avenue	New Ave to Rosemead Blvd	Curb or Side Running	Rosemead
4 Garvey Avenue	Rosemead Blvd to Santa Anita Ave	Shared Curb or Side Running	El Monte
5 Valley Boulevard	San Angelo Ave to Proctor Ave	Curb Running	City of Industry/County of Los Angeles
6 Holt Avenue	Fairplex Dr to Main St	Curb or Side Running	Pomona



**Land Use Key**

- Hospitals
- Shopping Center / Sports Complex / Amusement Parks
- Universities
- Parks / Open Space

**LEGEND**

- +— Metrolink San Bernardino Line
- +— Metrolink Riverside Line
- +— Alhambra Subdivision (UPRR/Amtrak)
- Mobility Hub
- ◆ Metrolink Station
- Light Rail Connection (Existing)
- Light Rail Connection (Existing)
- Light Rail Connection (Future)
- +— Express Bus I-10 Metro J Line (Silver)
- +— Express Bus I-10 Foothill SS Line
- +— Proposed Phase 1 BRT Mixed-flow
- +— Potential BRT Demonstration Project
- +— Proposed Rapid Bus Priority Corridors
- +— Metro A Line (Existing & Extension)
- +— Metro E Line (Existing & Extension)



## PROJECT DELIVERY

Delivery of the proposed transit service improvements will require a number of steps which include:

- ▶ **Assembly of Funding** – LA Metro has committed \$635.5 million (programmed for Year 2035) in capital funds to build the project. There is a desire to implement Near Term improvements (e.g., in place within the next 3 to 5 years) including transit priority enhancements and demonstration bus lanes segments, which would require either advancing a portion of these funds or finding other sources available ahead of the 2035 year of commitment.
- ▶ **Prepare Preliminary Engineering (PE) and Final Design Plans** – Design plans need to be prepared. Preparation of PE is critical to project delivery as these plans will provide the basis for the involved Jurisdictions Having Authority (JHA) to vet the proposed improvements with the respective communities and to assure the proposed improvements are consistent with local design standards.
- ▶ **Streamline Environmental Clearance** – Because the proposed improvements have independent utility, are located within publicly owned right-of-way, and are intended to support enhanced transit service, they would be eligible for an exemption from California Environmental Quality Act (CEQA) requirements under SB922. SGVCOG would need to develop the necessary documentation to support this approach.
- ▶ **Identify Funding for Operations** – Operating funds would be required to support proposed new services. These funds could potentially be obtained by reducing and/or eliminating duplicative services; or new funding could be sought from state and local sources.
- ▶ **Developing Operating Agreements** – Both LA Metro and Foothill Transit currently provide services within the San Gabriel Valley, along with a number of municipal operators. The proposed east-west service would span both the LA Metro and Foothill Transit territories, so an operating agreement would need to be developed to designate an operator for the east-west service. (The north-south service improvements could be implemented separately by LA Metro and Foothill Transit in a coordinated approach.) Any proposed service improvements would require the agencies' boards to review and approve the service, pending funding availability.
- ▶ **Streamline Environmental Clearance** – If pursuing federal funding, a Categorical Exclusion (CE) through National Environmental Policy Act (NEPA) can be pursued. This process requires confirmation that the project shows no impact to environmental resources. If impacts are identified, then additional technical studies would need to be conducted.



- **Identify Maintenance Responsibilities/Develop Agreements** – It is anticipated that BRT station components would be maintained by the bus operating agency, however, general maintenance of the roadway and sidewalks, including street sweeping, removal of debris, roadway general maintenance as well as signing and striping, would be maintained by City/County forces.
- **Caltrans Agreements** – Institutional arrangements need to be orchestrated to allow development of BRT improvements along Rosemead Boulevard, which is designated as SR-164 and Azusa Avenue, which is designated as SR-39. These may be facilitated if these routes are relinquished from the State highway system. (Rosemead and San Gabriel are pursuing relinquishment for Rosemead.) Additionally, certain traffic signals (e.g., in the vicinity of freeway interchanges) may be maintained and operated by Caltrans so hardware and software upgrades would need to be coordinated with that agency.
- **Railroad Negotiations** – Negotiations would need to be accomplished with the Union Pacific Railroad to obtain an agreement to add passenger service to the Alhambra Subdivision, which is an opportunity shown in the Long Term Vision Plan.
- **Obtain Construction Permits** – Permits required to construct improvements within the public right-of-way would need to be obtained from local jurisdictions prior to the start of construction activities. Permit requirements may contain clauses which would need to be flowed down to the construction contractor(s).

- **Manage Design and Construction** – Although the scope of improvements primarily involves modifications to signing, striping and traffic signals, along with construction of bus shelters along sidewalks and roadway islands, the scale of the improvements may warrant establishment of a Program Manager to oversee the final design and construction.
- **Commission New Services** – After the improvements have been constructed and all of the operating agreements are in place, new or modified service plans need to be put into place. This may include supplemental training for bus drivers with regards to the use of the bus lanes. Also, for new BRT corridors with bus lanes, a coordinated campaign of enforcement may be warranted to educate the motoring public and manage violations.







## Key Findings from Study

- The SGV Vision Plan incorporates an integrated network of east-west and north-south transit services that maximize the coverage and distribution of project benefits.
- There are opportunities to add dedicated bus lanes and provide limited-stop services with the implementation of BRT lines.
- Other principal transit lines could be improved with higher frequencies and implementation of TSP delivering Rapid Bus type services along selected Bus Priority Corridors.
- The \$635.5 million provided by Metro in Year 2035 could be used to implement both BRT and Rapid Bus services along with transit center improvements and the purchase of new ZEBs in the mid-term future.
- Pursuant to the identification of funding, SGV could begin implementation of the Vision Plan by providing TSP to selected Priority Bus Corridors and Demonstration Bus Lanes along selected segments designated for BRT service.
- The optimal east-west BRT service is the Hybrid Concept that connects a western gateway located at Atlantic Station (the current terminus of the Metro E Line) and an eastern gateway located at the Pomona Transit Center in downtown Pomona adjacent to the Pomona –Downtown Metrolink Station on the Southern California Regional Rail Authority (SCRRA) Riverside Line.



**A rendering facing east, showing Side Running Bus Lanes on Garvey Avenue west of Santa Anita in El Monte**



**A rendering facing south, showing Side Running Bus Lanes with Protected Bike Lanes on Rosemead Boulevard at Rush Street in South El Monte**

# Transit Feasibility Study



- In the Near Term (2028), in addition to the east-west Hybrid Concept, Rapid Bus Priority Corridors were identified that would receive TSP enhancements to improve existing bus services provided by Metro and Foothill Transit.
- For the Mid Term (2035), when funding will be available, improvements planned include: constructing bus lane segments for the Hybrid Concept and along Rosemead Boulevard; TSP along Amar Road, Monrovia to Whittier, Azusa to Diamond Bar, and Pomona Downtown to Pomona north Metrolink via Fairplex; Transit center and bus operations center improvements, enhanced BRT stations, and purchase of ZEBs.
- A Long Term Vision Plan (2050) subject to project development includes transit enhancements such as Priority Bus Corridors along Atlantic Boulevard, Rosemead Boulevard, Azusa Avenue, and White Avenue – Arrow Highway – Garvey Avenue; as well as future rail passenger service along the UPRR Alhambra Subdivision.
- Strategies for Project Delivery include assembling funding, preparing preliminary engineering and final design plans, obtaining environmental clearances, developing operating agreements, identifying funding for O&M, agreements between agencies and rail owners, permitting and construction, and commissioning of new services.



**A rendering facing southwest, showing Side Running Bus Lanes along Atlantic Boulevard near Riggins Street in Monterey Park**





## REFERENCED MATERIAL FROM THE STUDY

The Feasibility Study builds upon prior Metro planning documents including: BRT Vision and Principles, NextGen Bus Plan, North Hollywood to Pasadena BRT. The following table identifies work products which provide additional technical information in support of this study.

Phase 1 Work Products	
Product	Contents
<b>Study Area Definition (Appendix A)</b>	Defines project boundaries, stakeholder cities and agencies. Summarizes existing plans, land use patterns, freeway and arterial networks and conditions, and existing transit network.
<b>Mobility Problem Definition (Appendix B)</b>	Provides statement of purpose and goals of study. Summarizes prominent mobility issues for the SGV, identifies key trip attractors and distribution of major internal and external travel demand, communities most in need of enhanced transit services, and current transportation improvement projects in the SGV.
<b>Initial Conceptual Alternatives (Appendix C)</b>	Presents 15 conceptual alternatives developed for enhanced transit services in the SGV, including routing, stops and hubs.
<b>Screening Methodology (Appendix D)</b>	Outlines criteria and scoring methods for screening of initial alternatives for both qualitative and quantitative data.
<b>Written Comments (Appendix E)</b>	Summarizes written comments received from the various involved jurisdictions, stakeholders and the general public regarding the initial conceptual alternatives.
<b>Initial Concepts Screening (Appendix F)</b>	Presents scoring of east-west concepts and identifies three most promising for further analysis. North-south concepts were assessed qualitatively and four were recommended to be advanced.
<b>Refinement of Screened Concepts (Appendix G)</b>	Indicates refinements to the three east-west and four north-south concepts recommended for further study.
<b>Travel Demand Forecast Methodology (Appendix H)</b>	Describes the methodology and scenarios used to develop projected year 2042 ridership.



## Phase 1 Work Products (continued)

Product	Contents
<b>Travel Forecast Ridership Report (Appendix I1 and I2)</b>	Presents ridership results for 3 screened east-west BRT alternatives and 4 north-south Rapid Bus alternatives.
<b>Capital Cost Methodology (Appendix J)</b>	Documents the methodology used to develop capital cost estimates.
<b>Operations &amp; Maintenance Cost Methodology (Appendix K)</b>	Documents the methodology used to estimate operations & maintenance costs.
<b>Capital Cost Estimates (Appendix L1 and L2)</b>	Transmits the rough order-of-magnitude capital cost estimates for bus lanes and other improvements shown in the proposed 2035 transit plan.
<b>Operations &amp; Maintenance Costs (Appendix M)</b>	Provides bus operations costs, bus-miles and bus-hours for seven screened concepts.
<b>Phase 1 Feasibility Study (Appendix N)</b>	Transmits the results of the Phase 1 analysis including initial conceptual alternatives screening, refinement and evaluation. Also includes working draft transit Vision Plan.

## Phase 2 Work Products

Product	Contents
<b>Ridership Update (Appendix O)</b>	Updates ridership results to provide projected ridership for the proposed East-West Hybrid BRT route alignment alternative.
<b>Capital Cost Update (Appendix P)</b>	Updates capital cost estimates to provide specific costs for proposed east-west and north-south bus lanes segments. Incorporates escalation to Year 2035.
<b>Urban Design Report (Appendix Q)</b>	Presents criteria for siting and configuring BRT stations and shelters. Presents site specific illustrative examples of urban design integration for BRT stations.
<b>Conceptual Design Plans (Appendix R)</b>	Presents illustrative example conceptual plans for sample bus lanes segments along proposed BRT routes.

*Prior work products and other Study information can be accessed on the SGVCOG website at the following address:*

[SGV Transit Feasibility Study \(sgvcog.org\)](https://sgvcog.org)





*SGV Transit Feasibility Study (sgvcog.org)*





# Metro

## Board Report

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

**File #:** 2020-0172, **File Type:** Motion / Motion Response

**Agenda Number:** 8.1

### REGULAR BOARD MEETING FEBRUARY 27, 2020

#### Motion by:

#### **DIRECTORS SOLIS, HAHN, BUTTS, GARCIA, FASANA, AND GARCETTI**

#### Amendment to Item 8: Eastside Transit Corridor Phase 2

Since the passage of Measure R in 2008, the Los Angeles Metropolitan Transportation Authority (Metro) has been hard at work delivering a \$40 billion, voter-approved program of projects aimed at enhancing Los Angeles County's transportation network. In 2016, voters doubled down on their approval of Measure R with their approval of Measure M, which brought forth \$120 billion in additional sales tax revenues for a slew of transit, highway, and active transportation projects.

Both Measures R and M include the Eastside Transit Corridor Phase 2, also known as the Gold Line Eastside Extension Phase 2 project (Project), in their expenditure plans with \$1.271 billion in Measure R sales tax revenues and \$1.086 billion in Measure M sales tax revenues programmed for the Project. In total, the Project has approximately \$3 billion programmed for one alignment available in 2029, and another \$3 billion available for a second alignment in 2053. The Project's environmental document is currently in progress and includes the State Route 60 Alternative, the Washington Boulevard Alternative, and the Combined Alternative as potential alignments for the extension of the existing Gold Line light rail eastward from unincorporated East Los Angeles

Agenda Item 8 provides staff recommendations to withdraw the State Route 60 and Combined Alternatives from further consideration as part of the Project's environmental document. Additionally, staff recommendations include moving forward with Project environmental clearance under the California Environmental Quality Act only and forgoing any additional analysis under the National Environmental Policy Act. In parallel to completion of the environmental document, staff will also launch a feasibility study that will evaluate mobility needs in the San Gabriel Valley for communities along the State Route 60 corridor. The recommendations presented by staff have been informed by a number of in-depth technical studies that identified significant costs and engineering challenges for the delivery of both the State Route 60 and Combined Alternatives.

However, recommendation C under Agenda Item 8 would benefit from stronger specificity. It does not provide a timeframe for when the feasibility study would be presented to the Board, it is vague as to what options should be evaluated, and does not commit funding for this effort.

**SUBJECT: EASTSIDE TRANSIT CORRIDOR PHASE 2**

**RECOMMENDATION**

APPROVE Motion by Directors Solis, Hahn, Butts, Garcia, Fasana, and Garcetti that the Board direct the CEO to add the following directive under Agenda Item 8:

e. Honor the commitment of \$635.5 million made to the San Gabriel Valley subregion as part of Measure R documentation. This commitment will be recognized consistent with the funding years in the Measure R Expenditure Plan.

FURTHER that the Board direct the CEO to provide a report back to the Board in May 2020 that includes:

1. Recommendations for funding and cash flow (Funding Plan) for the San Gabriel Valley and Gateway Cities that encompasses all of the Measure R and Measure M funding for the Gold Line Eastside Extension Phase 2 to demonstrate subregional equity for both the San Gabriel Valley and the Gateway Cities. As part of the Funding Plan, include any potential inter-fund borrowing between Measures R and M, loan options, or other financial mechanisms necessary to retain overall equity while ensuring financial capacity to move the Gold Line Eastside Extension Phase 2 forward as an accelerated Pillar Project under Metro's Twenty-Eight by '28 Initiative.
2. Implementation plan to design, environmentally clear and construct a high-quality transit service option that will serve the State Route 60 Corridor cities and potentially the communities near the Los Angeles County/San Bernardino County border. The strategy should include details for outreach, timeframes to initiate and finish the environmental review, and a preliminary analysis of alternatives.
3. Consideration of, as part of the feasibility study for the San Gabriel Valley, high-quality transit service options including Bus Rapid Transit and Alternative Rail Transit Technology (i.e., Monorail Transit, or MRT) and identification of opportunities to connect Metro's transit network with the Foothill Gold Line as well as the Metrolink and Foothill Transit networks in the San Gabriel Valley.

Metro

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

**Board Report**

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**File #:** 2020-0368, **File Type:** Motion / Motion Response

**Agenda Number:** 5.1.

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**PLANNING AND PROGRAMMING COMMITTEE  
MAY 20, 2020**

**Motion by:**

**DIRECTORS SOLIS, FASANA, AND BARGER**

Related to Item 5: San Gabriel Valley Transit Feasibility Study

**SUBJECT: SAN GABRIEL VALLEY TRANSIT FEASIBILITY STUDY**

**RECOMMENDATION**

APPROVE Amending Motion by Directors Solis, Fasana, and Barger

WE THEREFORE MOVE that the Board direct the CEO to report back in 30 days with recommendations to transfer funding to the San Gabriel Valley Council of Governments as part of the FY21 budget for the procurement and completion of the Feasibility Study. Recommendations should include provisions typical of Metro procurements such as small, disadvantaged, and/or disabled veteran business enterprise goals.



November 7, 2024

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*Irwindale*

*La Cañada Flintridge*

*La Puente*

*La Verne*

*Monrovia*

*Montebello*

*Monterey Park*

*Pasadena*

*Pomona*

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*San Gabriel*

*San Marino*

*Sierra Madre*

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*Temple City*

*Walnut*

*West Covina*

*First District, LA County  
Unincorporated Communities*

*Fifth District, LA County  
Unincorporated Communities*

*SGV Water Districts*

Stephanie Wiggins  
Chief Executive Officer  
Los Angeles County Metropolitan Transportation Authority (Metro)  
One Gateway Plaza  
Los Angeles, CA 90012

Attn: Maressa Sah, Manager, Transportation Planning

**RE: LETTER OF INTENT: SAN GABRIEL VALLEY BUS CORRIDOR TRANSIT IMPROVEMENTS PROJECT OUTREACH AND PROJECT DEFINITION**

Dear Ms. Wiggins:

On behalf of the San Gabriel Valley Council of Governments (SGVCOG), I write to express our commitment to implement funds allocated by Metro in its FY 2025 Budget to support project definition and conceptual engineering tasks of for certain “Mid-Term Plan” and “Jump-Start” components of its San Gabriel Valley Bus Corridor Transit Improvements Project (“Project”). The Project is the result of the San Gabriel Valley Transit Feasibility Study (“Study”), initiated in July of 2021, and funded by LA Metro.

On March 21, 2024, the SGVCOG Governing Board approved the Final San Gabriel Valley Transit Feasibility Study and directed staff to perform project definition with any appropriate environmental analysis, and work with Metro to request funding for this effort in the FY2025 Metro Budget. Additionally in June of 2024, the SGVCOG Governing Board affirmed its commitment to implementing the near- and mid-term project components identified in the Study, including design, environmental clearance, construction, and related tasks. On May 23, 2024, the Metro Board of Directors adopted its FY2025 Budget, which allocated an additional \$800,000 for furtherance of activities described in the Study.

SGVCOG is prepared to receive the \$800,000 in allocated Metro funds to conduct outreach and project definition tasks for the Bus-Rapid Transit and the Rapid Bus Priority Corridor Projects that are included in the Study’s Mid-Term Plan and for Jump-Start Project Segments 1-4 and 6 (Attachment C-1, Attachments 1 and 2). Upon the availability of funding, SGVCOG will procure qualified consultant services and commence work. Some components of project management and outreach will be completed by SGVCOG staff. A full accounting of the anticipated tasks to be completed is listed below.

This list is subject to change pending the final bids for the work to be completed and schedule and/or budget are also subject to change pending the needs and timeline required for relevant city approvals. Should there be a need for additional funding, SGVCOG will work with Metro to identify and allocate sufficient funds to complete this work. At this time, there are no additional funds identified.



### Anticipated Work Tasks, Schedule & Cost Summary\*

Description	Start Date	End Date	Duration	Amount
SGVCOG Project Management	2/3/25	2/3/26	12 months	\$ 229,460
Consultant Solicitation & Procurement	11/22/24	1/22/25	2 months	
Project Kick-Off Meeting	2/3/25	2/3/25	-	
Task 1 – Consultant Project Management	2/3/25	2/3/26	12 months	\$ 57,054
Task 2 - Community Outreach	2/17/25	11/17/25	9 months	\$ 147,000
Task 3 – Mid-Term & Jump-Start Program Development – TSP Readiness Evaluation, Traffic Circulation & Parking Analyses	3/17/25	9/17/25	6 months	\$ 148,000
Task 4 - Conceptual Engineering	8/18/25	12/3/26	4 months	\$ 178,486
Task 5 – ROM Cost Estimates	12/3/25	2/3/26	2 months	\$ 40,000
			<b>TOTAL</b>	<b>\$ 800,000</b>

#### SGVCOG Project Management & Stakeholder Support Costs

Stakeholder Outreach	Director of Government & Community Outreach	\$ 50,035
Management	Transportation Manager	\$ 116,754
Management & Stakeholder Outreach	Regional Planning & Programs Management Analyst	\$ 49,877
Technical Support	Senior Project Manager	\$ 8,687
Auditor	Auditor	\$ 4,107
	<b>Total</b>	<b>\$ 229,460</b>

*\*The preliminary cost estimates derived by SGVCOG and the associated tasks and/or schedule are subject to change pending feasibility, outcomes of local outreach efforts, city/stakeholder and FTA needs, final cost estimates, and funding constraints.*

SGVCOG is committed to completing these tasks to the greatest extent possible using the funds available. We will work closely with local jurisdictions to ensure that the project definition and conceptual engineering phases of work support the needs and desires of impacted communities. Should funding become available for environmental clearance, design, and construction of the Jump-Start Project components for Segments 1-4 and 6 and/or the Bus-Rapid Transit Projects and the Rapid Bus Priority Corridor Projects included in the Mid-Term Plan, SGVCOG is prepared to implement those phases of work as well.

We truly appreciate your efforts to support these key transportation infrastructure projects in the San Gabriel Valley and your ongoing partnership. Please do not hesitate to contact Roy Choi, Manager of Transportation, at [roychoi@sgvcog.org](mailto:roychoi@sgvcog.org) should you have any questions.

Sincerely,



Marisa Creter  
Executive Director  
San Gabriel Valley Council of Governments

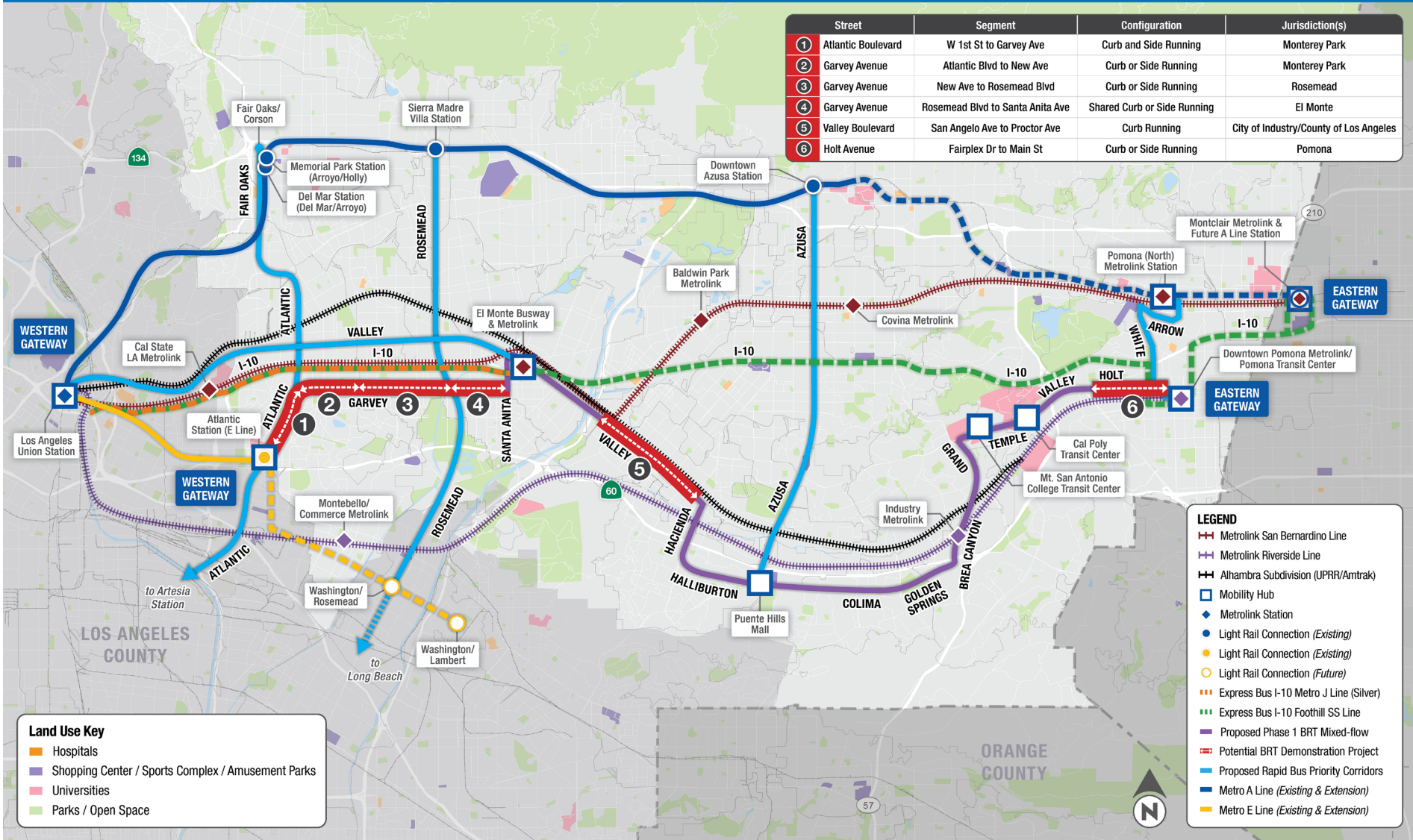
Enc.: Attachment C-1 – Scope of Work

CC: Ernesto Chaves  
Jacqueline Torres  
Meghna Khanna  
Kasey Shuda  
David Mieger  
Allison Yoh  
Jill Y. Liu  
Dolores Roybal  
Maressa Sah  
Stephen (Tito) Corona



## Jump Start Projects (2028)

Street	Segment	Configuration	Jurisdiction(s)
1 Atlantic Boulevard	W 1st St to Garvey Ave	Curb and Side Running	Monterey Park
2 Garvey Avenue	Atlantic Blvd to New Ave	Curb or Side Running	Monterey Park
3 Garvey Avenue	New Ave to Rosemead Blvd	Curb or Side Running	Rosemead
4 Garvey Avenue	Rosemead Blvd to Santa Anita Ave	Shared Curb or Side Running	El Monte
5 Valley Boulevard	San Angelo Ave to Proctor Ave	Curb Running	City of Industry/County of Los Angeles
6 Holt Avenue	Fairplex Dr to Main St	Curb or Side Running	Pomona



**Land Use Key**

- Hospitals
- Shopping Center / Sports Complex / Amusement Parks
- Universities
- Parks / Open Space

**LEGEND**

- +— Metrolink San Bernardino Line
- +— Metrolink Riverside Line
- +— Alhambra Subdivision (UPRR/Amtrak)
- Mobility Hub
- ◆ Metrolink Station
- Light Rail Connection (Existing)
- Light Rail Connection (Existing)
- Light Rail Connection (Future)
- +— Express Bus I-10 Metro J Line (Silver)
- +— Express Bus I-10 Foothill SS Line
- +— Proposed Phase 1 BRT Mixed-flow
- +— Potential BRT Demonstration Project
- +— Proposed Rapid Bus Priority Corridors
- +— Metro A Line (Existing & Extension)
- +— Metro E Line (Existing & Extension)

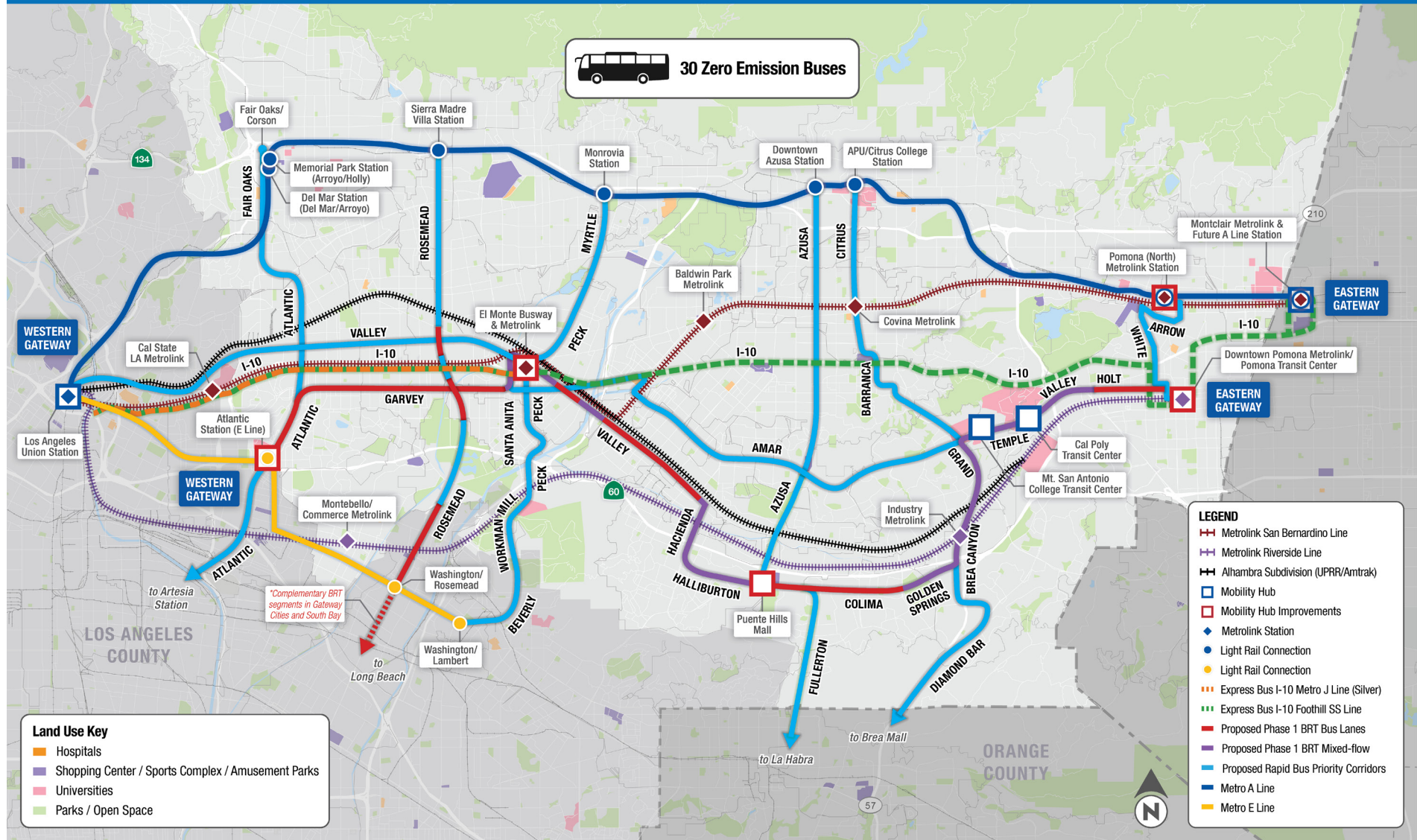






## Mid Term Plan (2035)

30 Zero Emission Buses







## Long Range Vision Plan

30 Zero Emission Buses

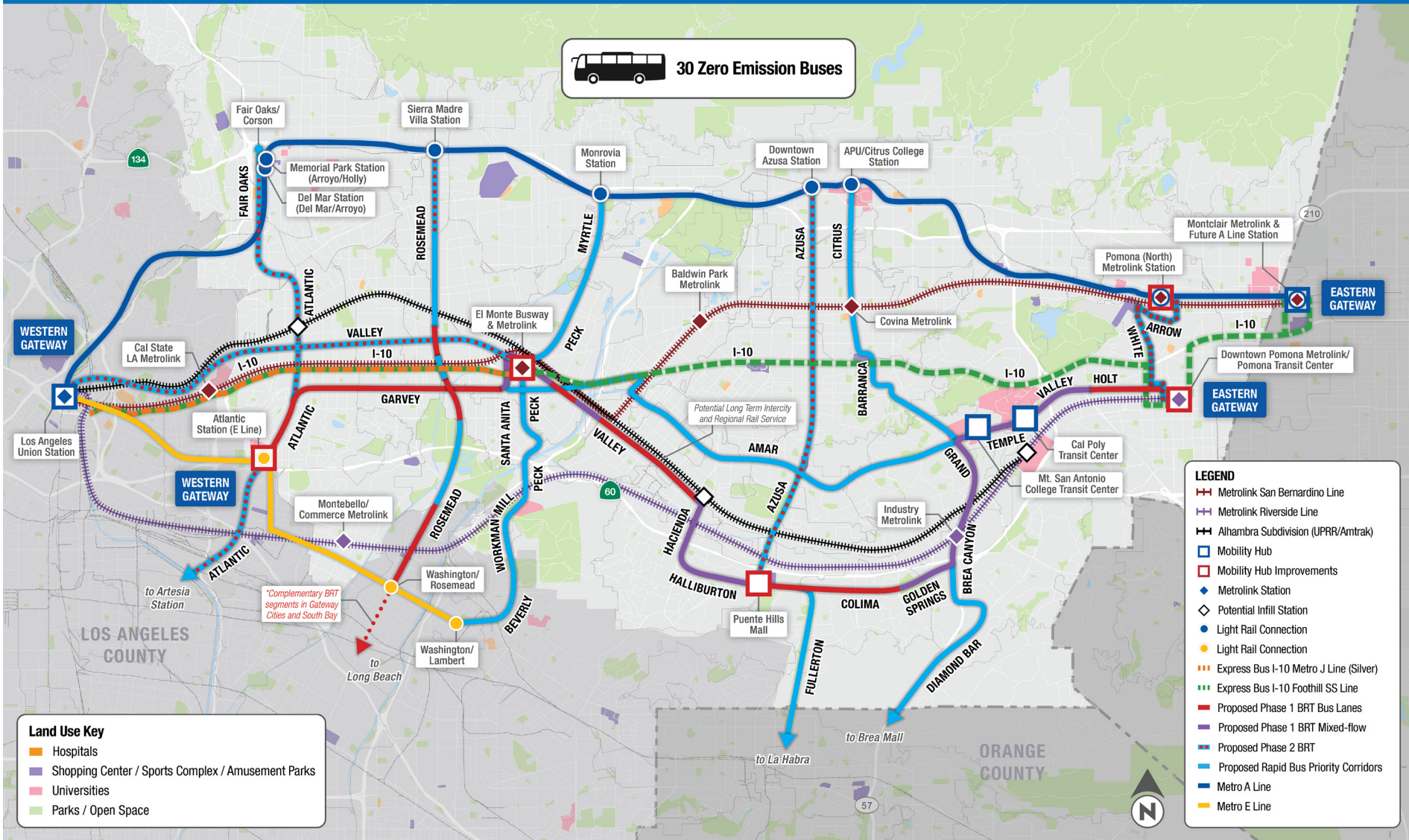
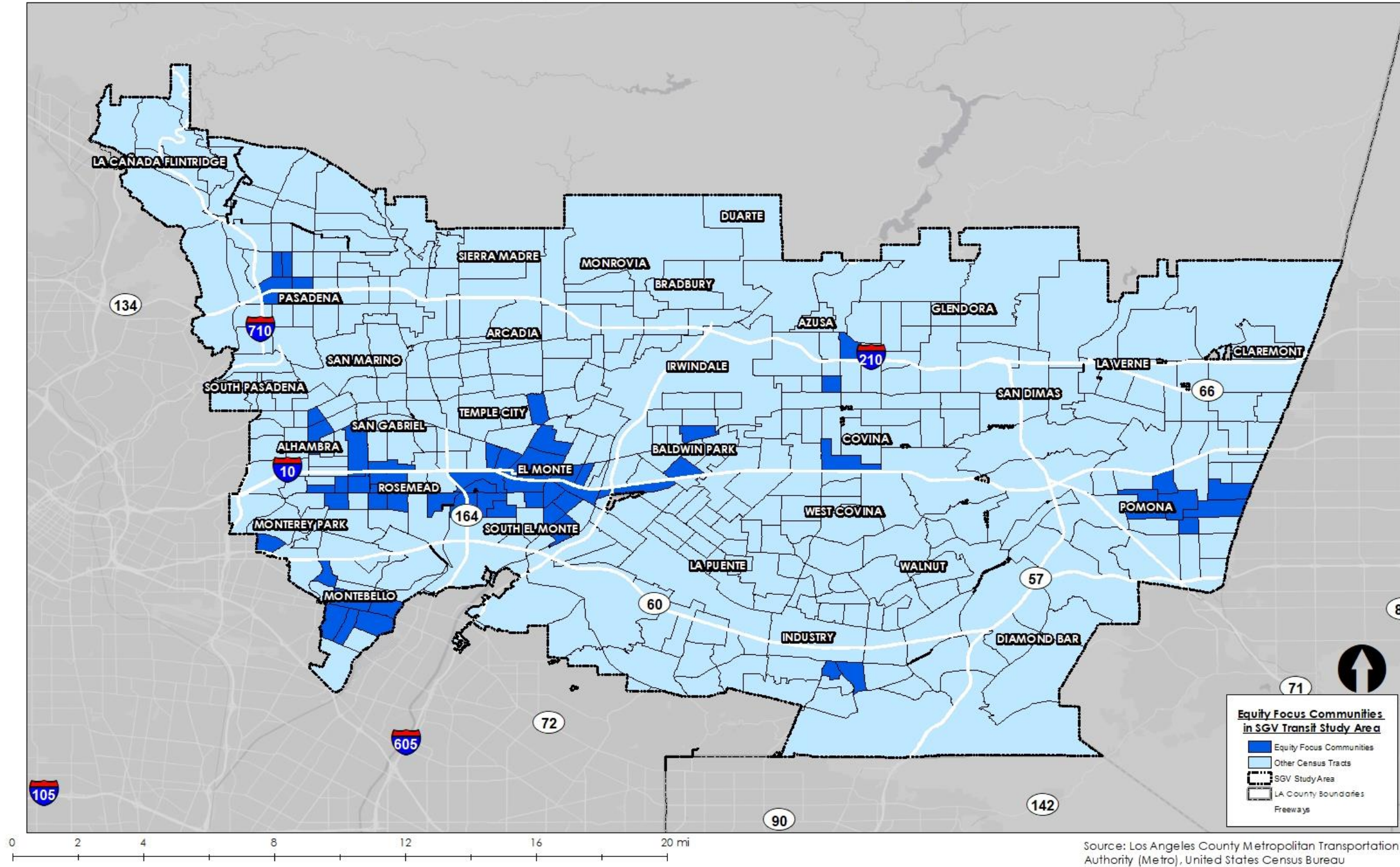




Figure 1 - Equity Focus Communities in the San Gabriel Valley



COUNTYWIDE PLANNING AND DEVELOPMENT

# San Gabriel Valley Transit Feasibility Study

Planning and Programming Committee  
January 15, 2025



Legistar File No. 2024-0928



# Recommendations

- A. RECEIVING AND FILING the San Gabriel Valley Transit Feasibility Study (Study) by the San Gabriel Valley Council of Governments (SGVCOG), and
- B. AUTHORIZING the Chief Executive Officer (CEO) to negotiate and execute Amendment No. 2 to the existing Memorandum of Understanding (MOU) dated February 1, 2021, and amended once on October 18, 2022, with SGVCOG for the San Gabriel Valley Transit Improvements Project for the continued refinement of project definition and alternatives, and initiation of environmental clearance for an amount not to exceed \$800,000, bringing the total funding to \$4,100,000

# Background

- State Route (SR) 60 Alternative studied as part of ESP2; SR 60 and Combined Alternatives removed due to constraints (#2020-0027)
- February 2020: Motion 8.1 directed staff to conduct feasibility study and recommend funding plan, including \$635.5 million committed to the SGV as part of Measure R
- May 2020: Motion 5.1 directed SGV to lead the study
- February 2021: MOU executed between Metro and SGVCOG
- October 2022: Amendment 1 to the MOU
- March 2024: Feasibility study completed, submitted, and approved by the SGVCOG Governing Board (March 2024)



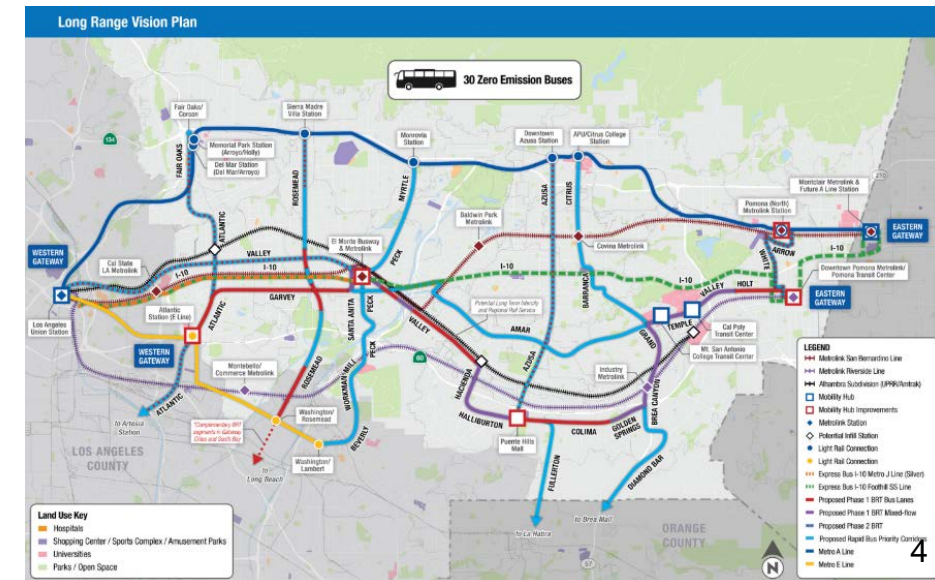
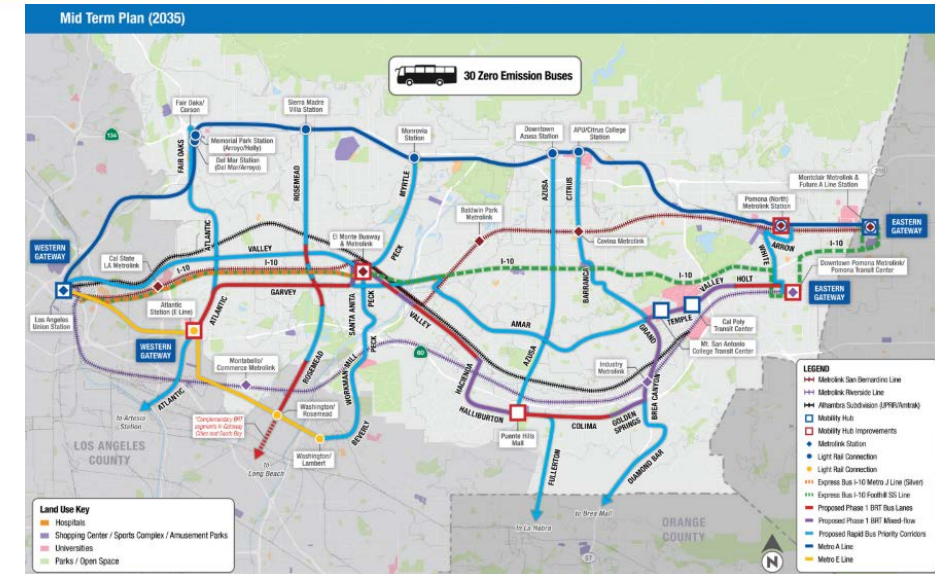
# Study Findings (Mid and Long Term)

## Mid Term Plan (2035)

- Features all projects planned to be implemented/funded as part of the \$635.5 million programmed by Metro, in addition to the improvements listed in Jump Start Projects
- New East-West BRT Service from Atlantic station in East Los Angeles to Pomona Transit Center in Pomona
- Transit Hub Improvements at Atlantic Station, El Monte Transit Center, Puente Hills Mall, Pomona Transit Center, and Pomona (North) Metrolink Station
- North-South Bus Lanes along portions of Rosemead Blvd
- Additional TSP treatments along select major arterials in San Gabriel Valley

## Long Term Vision Plan (2050)

- Features projects not funded as part of \$635.5 million, but can leverage improvements outlined in the Mid Term Plan 2035
- Additional “Phase 2” BRT lanes on Valley from Union Station to El Monte Transit Center along Azusa Ave to Puente Hills Mall
- Potential rail service with infill stations along the Alhambra subdivision
- Additional segments of dedicated bus lanes along the Phase I BRT alignment on Valley Blvd

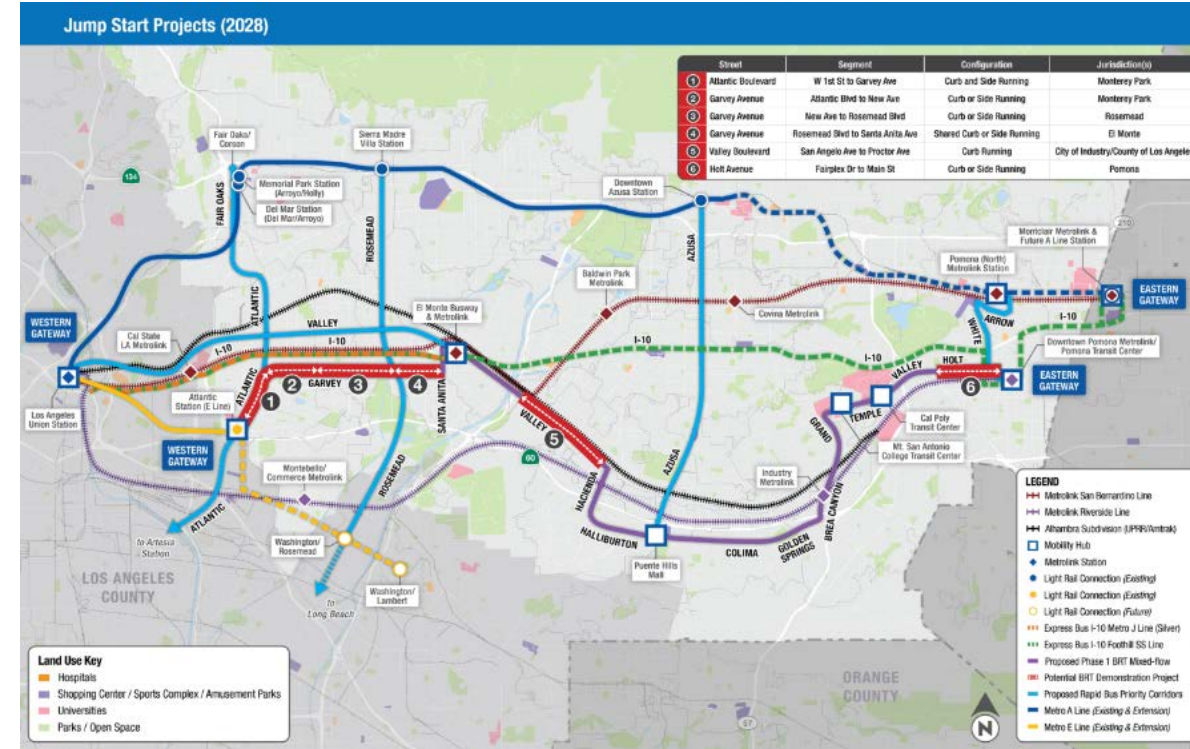




# Study Findings (Near Term)

## Near Term (3-5 years)

- Jump Start Projects could potentially be implemented in next 3-5 years, subject to funding availability
- Transit Signal Priority (TSP) enhancements along designated Rapid Bus Priority Corridors and BRT corridors (e.g., Metro bus lines (Lines 76, 260, and 266) and two existing Foothill Transit bus lines (Lines 280 and 197)
- Constructing "jump start" bus lane demonstration projects at one or more of six candidate segments including:
  - Atlantic Bl and Garvey Av in Monterey Park
  - Garvey Av in Rosemead and El Monte
  - Valley Bl in Industry and LA County
  - Holt Av in Pomona
- Providing BRT shelters to enhance stops at key station locations
- Providing “Complete Street” improvements



# Scope of Work/Milestones

## Phase 3 (next phase):

- Initiation of Project Definition efforts to:
  - Identify the locally preferred alternatives for bus rapid transit and transit signal priority enhancements for each of the affected stakeholder agencies for which Jump-Start segments of BRT and TSP and the Mid-Term plan are being proposed

## Study scope includes:

- Community outreach for further project refinement/conceptual engineering tasks (12 months)
- Mid-Term and Jump Start Program Development - TSP Readiness Evaluation, Traffic Circulation and Parking Analysis (9 months)
- Conceptual engineering drawings from feasibility study from 5% to 15% (4 months)
- Rough order of magnitude cost estimates for each refined element (2 months)

Timeline (estimated): 12 months



Board Report

File #: 2024-0536, File Type: Project

Agenda Number: 11.

PLANNING AND PROGRAMMING COMMITTEE  
JANUARY 15, 2025  
EXECUTIVE MANAGEMENT COMMITTEE  
JANUARY 16, 2025

**SUBJECT: I-605 CORRIDOR IMPROVEMENT PROJECT (CIP) - MOTION 42 FINAL REPORT**

**ACTION: APPROVE RECOMMENDATION**

**RECOMMENDATION**

CONSIDER:

- A. RECEIVING AND FILING the I-605 CIP Community Outreach Summary Report (Attachment A) that describes the community reengagement meetings that were held to present revised alternatives and findings in accordance with Board Motion 42 (Attachment B); and
- B. REAUTHORIZING the work that is needed to re-initiate the environmental review phase of the I-605 CIP with an emphasis on safety and multimodal projects, with the understanding that all Alternatives may be subject to Vehicle Miles Traveled (VMT) mitigation analysis except Alternative 2.

**ISSUE**

In response to Motion 42 (approved in October 2020 by Directors Solis, Hahn, Garcia, Fasana, Garcetti, and Bonin), which held the release of the I-605 CIP Draft Environmental Impact Report and Environmental Impact Statement (Draft EIR/EIS), staff worked to redefine the I-605 CIP project alternatives to minimize right-of-way impacts, align with various local and state policies and plans related to equity, greenhouse gas emissions, and vehicle miles traveled. During this time, staff engaged with the San Gabriel Valley and Gateway Cities Councils of Governments, the I-5 Joint Powers Authority, the County of Los Angeles, corridor cities, and community stakeholders through a series of public meetings to refine the project’s purpose and need.

As stated in Motion 42, staff must provide a final report on suggestions for other I-605 build alternatives that include input from community re-engagement/ Metro staff must obtain Board approval prior to resuming work on the environmental phase for the retooled I-605 CIP.

**BACKGROUND**

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I-605 is a major north south regional freeway in Los Angeles County used for interregional travel and goods movement. The I-605 freeway, constructed in 1964, currently experiences chokepoints, congestion, and conflicts largely due to traffic increases resulting from significant population and goods movement growth. The facility was built before the Americans with Disabilities Act (ADA) was passed into law, which poses safety and mobility challenges for the communities the freeway bisects, particularly at on/off-ramps and underpasses. The facility needs to be upgraded to meet today's safety, operational, and multimodal needs.

The I-605 CIP extends from the I-10 to I-105. In October 2016, the I-605 CIP environmental review process was started to identify project alternatives/solutions that warranted further study in the Draft EIR/EIS. Thirteen community engagement meetings were held from 2018 to 2020 to inform and gather input from the public, and technical reports were developed in consultation with stakeholders. Originally, the I-605 CIP proposed modifications to a 16-mile segment of the freeway from the I-10 to the I-105, including auxiliary lanes, general-purpose lanes, high-occupancy vehicle (HOV) lanes, and ExpressLanes. The subsequent original build alternatives, although included multi-modal elements, focused on a full build-out of the I-605 and upgrade of existing facilities beyond the current Caltrans ROW.

#### Original Project Alternatives

1. Existing conditions (no build).
2. Convert the existing HOV lanes to ExpressLanes, add a general-purpose (GP) lane in each direction, and incorporate Transportation System Management (TSM) and Transportation Demand Management (TDM) /multimodal improvements.
3. Convert the existing HOV lanes to ExpressLanes, add an additional ExpressLane in each direction, and incorporate TSM/TDM and multimodal improvements.
4. Maintain the existing HOV lanes, add a second HOV lane in each direction, and incorporate TSM/TDM and multimodal improvements.

In October 2020, the Board approved Motion 42, which delayed the release of the Draft EIR/EIS due to concerns over residential displacement impacts and requested community re-engagement to help inform the public about Motion 42 mandates such as revised design alternatives.

Since the adoption of Motion 42, Metro and Caltrans have undergone executive management changes and adopted policies that require revising the project alternatives that were previously introduced for the I-605 CIP as well as the overall planning approach. Collectively, these policy changes laid the groundwork for the Climate Action Plan for Transportation Infrastructure (CAPTI). This policy, as well as other subsequent Caltrans policies, are designed to be a holistic framework for aligning state transportation investments with the state's climate, health, and social equity goals. The framework includes overarching guiding principles as well as investment strategies to guide the corresponding actions. This includes promoting walking, biking, transit, and other modes of active transportation that improve the health of Californians and reduce our dependence on driving and the overall number of vehicle miles traveled (VMT).

In October 2021, Metro's Chief Executive Officer reorganized the Countywide Planning & Development Department by creating a Multimodal Integrated Planning division and directed the development of Metro's Objectives for Multimodal Highway Investments policy , which was adopted



by the Board in June 2022. The Multimodal Integrated Planning division integrates planning for highways, complete streets, active transportation, regional rail, freight, parking, and long-range transportation projects to account for the multimodal nature of travel in Los Angeles County, such as along the I-605 corridor.

## **DISCUSSION**

Over the years, staff has provided updates to activities in response to Motion 42 via Board boxes in July 2022, January 2023, and May 2024 regarding project design refinements that have been developed to avoid residential displacements; multimodal concepts that have been added to provide more mobility options; designs that are aligned with recent state and local policies (including requisite VMT analysis and mitigation); and project briefings/meetings that were conducted for project stakeholders and the community; all of which are described in greater detail in the following sections:

### **Project Design Refinements**

In response to Motion 42, staff collaborated with Caltrans to update the project alternatives while preserving safety and mobility enhancements. The refined project alternatives reduce the freeway design footprint compared to the original alternatives by adjusting shoulder and lane width profiles and ensuring they remain within Caltrans' existing right-of-way to prevent residential displacements. There are no proposed residential displacements identified for any of the new build alternatives. Partial acquisitions, commercial acquisitions, and temporary construction easements are all anticipated. However they are primarily located at specific on/off ramp improvements which represent about 20% or 1,355 of collisions within the project limits based on the Caltrans Collision data (2012-2015). If Metro staff were authorized to proceed, continued design refinements with community input would be made to further reduce the need for these real estate activities.

- Alternative 1: Existing conditions (No Build).
- Alternative 2 (Modified): Convert the existing HOV lanes into ExpressLanes and incorporate multimodal and additional Transportation System Management/Transportation Demand Management (TSM/TDM) improvements.
- Alternative 3: Convert the existing HOV lanes into ExpressLanes, add an additional ExpressLane in each direction, and incorporate multimodal and additional TSM/TDM improvements.
- Alternative 4: Maintain the existing HOV lanes, add a second HOV lane in each direction, and incorporate multimodal and additional TSM/TDM improvements.)

The updated alternatives align with Metro's objectives for multimodal highway investment and recent Caltrans policies. Alternatives 2, 3, and 4 all include multimodal and TSM/TDM improvements. There are no general purpose lanes proposed in any of the revised alternatives. The revised (modified) Alternative 2 eliminates the GP lane, as Metro and Caltrans are prioritizing managed lanes to reduce congestion and encourage carpooling, vanpooling, and transit use. Moreover, the revised (modified) Alternative 2 would not trigger the State-required VMT analysis as it does not add a lane or expand the freeway footprint. Alternatives 2 and 3 both include incorporating ExpressLanes, which would generate revenue for multimodal investments along the I-605 corridor. Alternative 4 addresses prioritizing passenger throughput by adding a second HOV lane that will serve buses, carpools, and vanpools traveling along the freeway.

Safety enhancements continue to be a key focus of the draft alternatives under development. The most congested section of the project area-the I-605/105/5 interchange- narrows from five to four lanes, leading to vehicle conflicts from merging and weaving. The outdated design of the facility contributes to collisions and fatalities throughout the corridor. Crash severity data from 2019 to 2023 is provided in Attachment C.

#### Integrating TSM/TDM and Safety Elements

Each revised build alternative incorporates TSM/TDM strategies to optimize the efficiency of the existing roadway infrastructure without increasing capacity. TSM/TDM measures include intersection upgrades, improved traffic signals, enhanced signage and lighting, and strategies prioritizing managed lanes, transit options, and ridesharing. Detailed analysis of TSM/TDM strategies suitable for the I-605 corridor will be conducted if the environmental review process resumes. Community input will be sought throughout the environmental review phase at major milestones.

#### Multimodal Elements

Multimodal elements-such as bicycle, pedestrian, and equestrian facilities, ridesharing options, connections to transit hubs and mobility hubs, park-and-ride facilities, and transit routes-can be effectively implemented. For example, stakeholders have suggested incorporating additional lighting on bridge overcrossings and trail access points.

To enhance safety, staff are considering redesigning intersections to align with all on- and off-ramps, reducing potential vehicular conflicts and improving access. Additionally, staff propose adding green markings to bike lanes in on- and off-ramp areas for increased visibility and safety, with broken markings in designated conflict zones.

In collaboration with local agencies, staff are also evaluating updates to standard crosswalk markings, such as using “continental” crosswalk designs, and the installation of signal detectors capable of identifying bicycles, consistent with Caltrans’ Traffic Operations Policy Directive 09-06.

Trail access improvements, such as enhanced lighting at the San Jose Creek Pedestrian/Equestrian Trail along the north side of the creek, are also under consideration as part of the San Gabriel Valley Greenway Network. Examples and numbers of locations are already identified in ATTACHMENT D- Proposed Complete Street and Multimodal Elements.

#### Focus on Near-Term Multimodal Improvements

If granted approval by the Board, the project alternatives with integrated multimodal improvements would undergo environmental clearance, enabling these components to be independently implemented by local agencies. This phased approach would allow local agencies to access Measure R and Measure M funds separately from highway funds as well as other funding sources, addressing local transportation needs more effectively. By coordinating context-sensitive solutions with freeway upgrades, the project aims to improve connectivity between freeway ramps and nearby local networks, promoting smoother transitions and safer travel.

#### State and Local Policies

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The retooled I-605 CIP is aligned with state and local goals and policies, in addition to Metro's goals for multimodal highway investments. For example, the retooled I-605 CIP is consistent with Caltrans' Strategic Plan and the Climate Action Plan for Transportation Infrastructure (CAPTI, July 2021), which supports Complete Streets and Highways concepts as well as the State's VMT policy. Caltrans has indicated the retooled I-605 CIP will likely require VMT analysis and mitigation if the selected Preferred Alternative results in highway system expansion. Potential VMT mitigation measures, which could prove to be costly, might include new bus routes/lanes, joint development projects, increased bus service, or Metrolink service expansion.

Moreover, the retooled I-605 CIP's Purpose and Need will reflect these policies and align with local community concerns and priorities. Efforts such as renaming the I-605 CIP to encompass the project's multimodal nature and not just the highway may help build local support and trust while revising the goals outlined in Motion 42. Additionally, the 605 CIP Expresslane is consistent with the SCAG Regional Transportation Plan.

#### Community/Stakeholder Briefings/Meetings

In the summer of 2024, Metro hosted six stakeholder and community update meetings to present the reimagined I-605 CIP and revised alternatives, answer questions and gather input. The series of meetings began on July 9 and culminated on August 29, with five meetings held in person in the cities of Downey, El Monte, La Puente (Avocado Heights - unincorporated LA County), Norwalk, and Pico Rivera. One meeting was held virtually as a webinar via the Zoom online meeting platform. The webinar video is available for viewing for those with access to the internet, via the Metro Project website: [www.metro.net/projects/i-605-corridor-improvement-project/](http://www.metro.net/projects/i-605-corridor-improvement-project/) ~~<http://www.metro.net/projects/i-605-corridor-improvement-project/>~~.

The community meetings provided an update on the I-605 CIP and allowed staff to gauge the community's level of interest based on their concerns and the comments that were solicited about the revised project alternatives that avoid residential property acquisitions. The in-person meetings followed the same format beginning with a 30-minute open house segment to allow attendees to learn about the Project, view exhibits, and speak with the Project team. The open house was followed by a presentation with a question and answer session.

Each meeting in-person was held in the evening to allow residents and commuters the opportunity to attend after their workday. The virtual meeting was held midday during lunchtime. The Project team collaborated closely with corridor city staff, the Gateway Cities Council of Governments, the offices of Supervisor Solis (SD-1) and Supervisor Hahn (SD-4), Metro Director Fernando Dutra, and Community Based Organizations (CBO) to develop and implement a robust public outreach strategy. This strategy included providing project materials in English and Spanish, with simultaneous interpretation provided at meetings to ensure broad participation.

Table 1, shown below, summarizes the attendance and participation for all the stakeholder and community update meetings.

Additional outreach efforts included:

- Presentations at Metro's Technical Advisory Committee (TAC) meeting and the Gateway Cities Council of Governments TAC meetings.

- Distributing 4,475 sets of factsheets and meeting flyers (in English and Spanish) at CBO events.
- Posting information on the project website which received 9,719 visits.
- Mailing 33,936 postcards to businesses and homes within 1,000-foot radius of the project area.
- Issuing three media press releases in English.
- Organizing and setting up 10 CBO pop-up events and information booths, with more than 1,500 interactions and handing out flyers during the events (more than 460 people signed up for project updates).
- A Spanish language interpreter was available for the attendees during the meetings.

**Table 1**

Meeting Date & Time	Meeting Location	Attendance	No. of Comments Submitted
Tuesday, July 9, 2024 6:00-7:30 PM	The Reagan Banquet Center 9545 Washburn Road Downey, CA 90242	63	16
Wednesday, July 10, 2024 6:00-7:30 PM	Pico Rivera Golf Course 3260 Fairway Drive Pico Rivera, CA 90660	51	36
Thursday, July 11, 2024 5:30-7:30 PM	Lambert Park Auditorium 11431 McGirk Avenue El Monte, CA 91732	19	9
Tuesday, July 16, 2024 12:00-1:30 PM	Virtual Meeting	94	89
Thursday, July 18, 2024 6:00-7:30 PM	Cerritos College, Fine Arts Building 11110 Alondra Boulevard Norwalk, CA 90650	22	21
Thursday, August 29, 2024 6:00-8:00 PM	San Angelo Park 245 S. San Angelo Avenue La Puente, CA 91746	58	31
<b>TOTAL</b>		<b>307</b>	<b>202</b>

Several days after the meetings, an e-mail blast was sent to all meeting attendees (who provided their email addresses) and all stakeholders in the I-605 CIP database. The email invited everyone to send additional comments and view all meeting materials, including the presentation, factsheet and frequently asked questions and answers, which were also available on the Project website.

Over 300 participants provided more than 200 total public comments during the meeting series. The key points/issues raised were:

- Concerns regarding right-of-way (ROW) acquisitions (specifically details about no partial and commercial property acquisitions).

- Opposition to freeway expansion.
- Freeway noise (concerns due to inadequate soundwall height).
- Potential construction impacts on surrounding areas.
- Safety concerns related to roadway geometric deficiencies (especially at the I-105 and Studebaker intersection).
- Bike lane safety issues such as better lighting at San Gabriel River access points.
- Support for alternatives like carpool and High-Occupancy Toll (HOT) lanes without the need for acquisitions or freeway expansion and avoiding increased congestion.
- Issues related to single-occupancy vehicle use in HOT lanes.
- Questions on how Metro can address induced demand and VMT.
- Recommendations to eliminate bottlenecks at local interchanges.
- Consider climate change in the planning process (heat island effect).

### CBO Engagement

CBO engagement was used to target outreach to Equity Focus Communities (EFC) along the corridor and within the project limits. Metro contracted North Star Alliances (NSA) to lead a strategic community engagement campaign that is supported by CBO partners that use “boots-on-the ground” to expand outreach efforts to a greater number of constituents. Pop-ups were held in the cities of Downey, Whittier, Baldwin Park, Pico Rivera, Norwalk, El Monte, and La Puente (Avocado Heights adjacent). In addition, project notices in the form of flyers and posters, door-to-door notices, e-blasts/e-newsletters, and notification toolkits were used to inform the public and project stakeholders.

NSA, the CBO administrator, successfully onboarded five CBOs as part of its CBO Partnership Program. This collaborative initiative aimed to leverage the extensive networks and local insights of these organizations to effectively disseminate information regarding the project.

The five CBOs are:

1. Mujeres Unidas Sirviendo Activamente (MUSA)
2. Rancho Los Amigos National Rehabilitation Center
3. Rio Hondo College
4. Streets Are For Everyone (SAFE)
5. Uptown Whittier Family YMCA

The CBO Partnership Program provided additional opportunities for the public to participate in the engagement process. To best target commuters in the area, bilingual English and Spanish meeting flyers were disseminated to inform project stakeholders about the nine community events that were being held throughout the corridor cities.

These efforts not only ensured widespread dissemination of project-related information, but also fostered an inclusive environment where community members could engage, inquire, and provide feedback on the I-605 CIP, while building relationships and strengthening the bond between Metro and the communities it serves. Through the CBO Partnership Program’s efforts, at least 34,921 community members within the corridor have been engaged to date.

The community engagement, events, and pop-ups occurred at:

- Rio Hondo College (Whittier) on June 12, 2024
- Business Expo (DoubleTree Hotel, Whittier) on June 18, 2024
- Rancho Los Amigos Farmers Market (Downey) on June 27, 2024
- Marvel Day Market (Baldwin Park) on July 6, 2024
- Pico Rivera Farmer's Market on July 10, 2024
- Norwalk Summer Nights on July 17, 2024
- Parks After Dark (Avocado Heights / La Puente) on July 25, 2024
- Parks After Dark (Avocado Heights / La Puente) on August 1, 2024
- LA Care Back to School Event (El Monte) on August 9, 2024
- Ready, Set, Backpack (El Monte) on August 22, 2024

### Community input on Safety Improvements

Several comments highlighted safety concerns related to traffic, intersections, and potential impacts on nearby schools, parks, and residential areas. For example, one commenter noted that the I-605 South exit at Whittier Blvd. poses a risk for cars making sharp turns onto Esperanza Ave. Addressing these safety concerns through a combination of freeway safety improvements and complete street enhancements creates a balanced approach to safety, integrated approach to multimodal elements, benefiting all road users—drivers, pedestrians, cyclists, and transit riders.

There are about 33 freeway segments along the 16-mile project corridor that need safety improvements based on collision data. In addition, there are approximately 15 major intersections adjacent to the I-605 freeway between the I-105 and I-10 freeways. Enhancing freeway safety helps contain freeway traffic, reducing the likelihood of vehicles diverting onto local streets due to incidents or congestion. This helps preserve neighborhood streets for local use, reinforcing the effectiveness of complete street designs. Improvements to freeway safety can reduce collisions and promote smoother traffic flow, minimizing sudden slowdowns and lessening the chance of diversion to surface streets. Meanwhile, complete street enhancements—such as safer pedestrian crossings, dedicated bike lanes, and improved sidewalks—offer organized, secure routes for all surface street users, supporting smooth traffic flow and reducing congestion.

Together, these measures mitigate high-speed freeway crashes and protect pedestrians, cyclists, and drivers, resulting in lower crash rates and related costs. This combined approach enhances safety, promotes sustainable practices, and improves the quality of life for all road users.

Commenters also addressed specific infrastructure needs, including soundwalls, pedestrian overcrossings, bike lanes, and deficiencies in the freeway design. For instance, one commenter inquired whether a soundwall would be installed on I-5 North from I-605 to Lakewood Blvd. On September 10, 2024, a resident near the northbound I-5 off-ramp to Paramount Blvd. reported a crash where a vehicle broke through her property wall due to a lack of soundwall coverage at the off-ramp. Another commenter noted that the bridge at Whittier Blvd. requires repairs. For more information on crash severity data from 2019 to 2023, refer to Attachment C.

The community feedback on the I-605 Corridor Improvement Project (CIP) has significantly influenced staff's proposed alternative recommendations. Due to the community's input and desire to have multimodal and safety improvements along the I-605 corridor, staff are recommending a revised set of alternatives presented in this report for the Board's consideration and seeking approval in order

to resume the environmental review process and move I-605 CIP forward.

### Community input on Conversion of HOV to HOT

The project aims to convert High-Occupancy Vehicle (HOV) lanes into ExpressLanes as an effective strategy to manage traffic congestion without significantly increasing vehicle miles traveled (VMT). Specifically, the updated Alternative 2 proposal, which repurposes the existing HOV lane as an ExpressLane, would be exempt from Caltrans' VMT Mitigation requirements. Many comments raised concerns and strong opposition to adding new lanes on I-605. There was a clear preference for alternatives not to expand the freeway and instead to use lanes for public transit or carpools. Some commenters emphasized that funds would be better invested in non-automotive transportation projects. By transforming underutilized HOV lanes into ExpressLanes, this approach maximizes lane efficiency, enabling solo drivers to pay for access during peak times, thereby maintaining free-flow conditions and reducing VMT without adding new lanes. ExpressLane benefits include improved congestion management, optimized road capacity, and increased lane efficiency, all while prioritizing carpools and transit vehicles.

### Community Feedback Summary

Based on the comments received, the community supports improvements to the I-605 freeway, particularly improvements that do not acquire property but enhance safety and incorporate multimodal solutions. The community expressed interest in freeway upgrades, particularly managed lanes such as ExpressLanes that generate funding for multimodal projects, priorities that are well-reflected in Alternative 2. While there wasn't consensus on expanding ExpressLanes, there was some interest in High Occupancy Vehicle (HOV) lanes. Community feedback also raised concerns about widening the freeway, even within the existing Caltrans right-of-way, signaling a preference for solutions that minimize expansion while addressing congestion and safety challenges. Attendees voiced frustration with current congestion on the freeway and nearby local streets, citing long commute times and difficulties accessing the freeway. For example, one participant noted, *"We need a signal for the northbound on-ramp between Washington and Slauson off Pioneer-traffic backs up into Slauson because of this."*

## **DETERMINATION OF SAFETY IMPACT**

Approval of staff's recommendations has no known adverse impact on the safety of Metro's patrons and employees or users of the facility. Caltrans and local safety standards will be adhered to during the project development of the retooled I-605 CIP.

As noted in multiple public comments and shown in Attachment C, the I-605 corridor has demonstrated safety needs that would be addressed by advancing the I-605 CIP.

## **FINANCIAL IMPACT**

Funding the amount of \$3,650,000 is included in the FY25 adopted budget under Complete Streets & Highways Cost Center 4720, under the I-605 CIP for the remaining project elements under Contract No. AE333410011375, Project No. 461314 and Professional Service Account (50316) for I-605/I-5; and Contract No. AE5204200, Project No. 463314, and Professional Service Account (50316) for I-605/SR-60. Due to the delay in circulation of the Draft EIR, it is anticipated that a contract modification will be needed to conclude the environmental phase at a future date. Staff anticipates



that cash flow expenditures may exceed the current FY25 budget. If the Board decides to proceed, an additional budget of approximately \$30 million will be needed to complete the PAED phase.

The implementation of future improvements would be subject to the availability of funds, as the I-605 CIP in its entirety cannot currently be constructed due to financial limitations. Implementation of all improvements between I-105 and I-10 would cost several billion dollars, which are not all accounted for in Measures R and M.

#### Impact to Budget

Should the Board approve the staff recommendations and if additional funds are needed in FY25, staff will revisit the budgetary needs using the quarterly and mid-year adjustment processes.

The source of funds is Measure R Highway Capital (20%) Funds. This fund source is not eligible for bus and rail operations or capital expenditures.

### **EQUITY PLATFORM**

Before 2020, Metro and Caltrans pursued I-605 freeway expansion to address traffic demands but faced criticism for its disproportionate impact on historically marginalized communities. The project risked displacing homes and businesses, worsening air quality, and increasing noise pollution in predominantly communities of color. In response, Metro's Motion 42 shifted policy toward a multimodal, community-centered approach, emphasizing collaboration with local stakeholders to achieve equitable outcomes. This marked a rethinking of regional highway planning to prioritize both infrastructure needs and social equity.

The revised design alternatives for the I-605 project were presented to community members and stakeholders who live and work along the corridor. The goal was to create a multimodal strategy that would improve regional and local mobility, enhance air quality, and foster economic vitality, social equity, and environmental sustainability. This process was intentionally designed to engage communities that have been historically harmed and disproportionately affected by previous transportation decisions. The revised design focuses on multimodal solutions developed in partnership with residents and stakeholders, aiming to deliver transportation benefits that move people and goods seamlessly, equitably, and sustainably through the San Gabriel River Corridor.

Looking ahead, Metro and Caltrans plan to work closely with local officials and communities along the freeway to understand their priorities and gather feedback on how the freeway has impacted their lives-both positively and negatively.

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

The I-605 CIP supports the following Metro Vision 2028 Strategic Plan Goals:

1. Provide high-quality mobility options that enable people to spend less time traveling.
2. Transform LA County through regional collaboration

The I-605 CIP also supports the following Multimodal Highway Investment Objectives:

1. Advancing the mobility needs of people and goods within Los Angeles County by developing projects and programs that support traffic mobility and enhanced safety, economic vitality, equitable impacts, access to opportunity, regional sustainability; and resiliency for affected local communities and the region.
2. Work with local communities to reduce disparities caused by existing highway systems and develop holistic, positive approaches to maintain and improve the integrity and quality of life.
3. Ensure that local and regional investment in Los Angeles County's highway system - particularly the implementation of Measures R and M priorities - is considered within the context of a countywide multimodal, integrated planning vision that reflects a holistic approach to meeting the needs of local communities, reducing disparities, creating a safer and well-maintained transportation system, and fostering greater regional mobility and access to opportunities.

### **ALTERNATIVES CONSIDERED**

Staff recommend advancing four build alternatives into the environmental process to address the safety and multimodal improvements needed in the corridor. The environmental process would allow for the Board to make further decisions on which of the build alternatives to move forward after a transparent community input process and evaluation of the impacts and benefits.

The Board could choose, instead, to approve less than four project alternatives in full or through a phased approach as funding becomes available. This approach would reduce the ability for the community to understand the impacts and benefits after further environmental study, of all four build alternatives presented to them as part of the recent community outreach reported on in this report.

In selecting one or more of the build alternatives and a phased approach to implementation, the incremental approach would allow some multimodal projects, like protected bike lanes, safety improvements, at certain locations, or enhanced transit stops, to be implemented in stages. Local agencies could start with smaller Measure R or M grants to fund initial phases, demonstrating success and building a foundation for securing additional funding for broader improvements over time. Highlighting projects that connect to the I-605 corridor and serve multiple transportation modes can increase competitiveness in funding applications.

Also, the Board could choose not to approve the recommendations. However, this option is not advised, as doing so would delay the implementation of critical improvements designed to enhance safety, mobility, and operational efficiency across the I-605 corridor. Postponing these upgrades would not result in needed improvements to address collision rates, lack of multimodal transportation options, and inefficient flow of vehicles, which negatively impact local residents, commuters, freight operations, and emergency response times. Furthermore, delays in project approval may increase future costs, as construction prices and demand for resources are expected to rise. Consequently, approving these recommendations is essential to maintaining regional connectivity and addressing pressing infrastructure needs effectively and promptly.

As heard in the community outreach meetings, postponing enhancements to the I-605 corridor,

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particularly as the population grows, could fail to address safety and multimodal concerns and further deteriorate traffic conditions that impact commuters and regional economic activity.

**NEXT STEPS**

Upon approval by the Board, staff will resume work on the environmental review phase of the retooled I-605 CIP, in accordance with Motion 42.

Upon reinitiation of the environmental process, staff will develop an implementation plan and identify segments and priorities with independent utility that can be constructed in consultation with Caltrans and the local jurisdictions. Staff will return to the Board for contract amendments as necessary. Additionally, staff will also continue to seek federal and state grant funds to support the improvements.

Staff will report back to the Board on major milestones, as needed.

**ATTACHMENTS**

Attachment A - I-605 CIP Community Outreach Meetings Summary Report

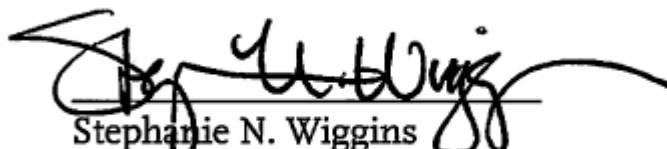
Attachment B - Board Motion 42 (File # 2020-0733)

Attachment C - Crash Severity Data from 2019 to 2023

Attachment D - Proposed Complete Street and Multimodal Elements

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Stephanie N. Wiggins  
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# I-605 Corridor Improvement Project Community Outreach Meetings Summary Report

September 2024

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## 1.0 PROJECT SUMMARY

The Interstate 605 (I-605) freeway is one of the busiest highways in the greater Los Angeles (LA) area. It connects nine east-west freeways and is a critical transportation corridor for people and goods traveling from the LA County San Gabriel Valley and foothill communities in the north to the Gateway Cities and coastal communities in the south and beyond. The I-605 is frequently congested during peak travel times and experiences collisions at rates higher than the statewide average. The I-605 Corridor Improvement Project (Project) was proposed to find solutions to help improve regional circulation, and safety along the corridor from the City of Baldwin Park to the City of Norwalk and includes improvements along the I-605 as well as to segments of Interstate 10 (I-10), State Route 60 (SR-60), Interstate 5 (I-5), and Interstate (I-105).

From 2016 to 2020, the Los Angeles Metropolitan Authority (Metro), conducted a significant amount of planning and outreach in collaboration with Caltrans, I-5 Joint Powers Authority, San Gabriel Valley Council of Governments (SGVCOG), Gateway Cities Council of Governments (GCCOG), local Cities, and the County of Los Angeles in the Project area. Several proposed alternatives were developed with the goal of relieving congestion and improving traffic safety along the corridor. In 2020, the Metro Board (Board) directed staff to delay release of the Draft Environmental Impact Report/Environmental Impact Statement (EIR/EIS) due to concerns over the high number of likely property relocations. The Board further directed staff to come up with less impactful improvements, while increasing multi-modal alternatives and better aligning proposed improvements with various local and state policies related to equity, greenhouse gas emissions, and smart freeway management technology.

The following **Project Goals** outline the primary purpose and need for this project.

- Improve operations and safety
- Enhance mobility and regional connectivity
- Increase person throughput via carpooling, transit, multimodal use
- Avoid residential displacements by accommodating the design mostly within the Caltrans-owned right of way (ROW).

Pursuant to the Board's direction, in 2023 the Metro Team coordinated with Caltrans to redesign of the project alternatives, and from July to August 2024, they engaged with corridor residents and other stakeholders to present the '*Reimagined*' I-605 Corridor Improvement Project.

The updated **Project Alternatives** include:

**Alternative 1** – Existing conditions (no build)

**Alternative 2** – Convert the existing HOV lanes to ExpressLanes and incorporate multimodal and Transportation System/Demand Management (TSM/TDM) improvements

**Alternative 3** – Convert existing HOV lanes to ExpressLanes, add an additional ExpressLane in each direction, and incorporate multimodal and TSM/TDM improvements

**Alternative 4** – Maintain the existing HOV lanes, add a second HOV lane in each direction, and incorporate multimodal and TSM/TDM improvements

## 1.1. Report Organization

The Public Outreach summary that follows includes seven main sections, as described below:

- **Section 2.1** provides a high-level overview of the public meeting effort and its outcome;
- **Section 2.2** summarizes the public meetings and other engagements and the feedback collected;
- **Section 2.3** summarizes the additional presentation and briefings with key stakeholders;
- **Section 2.4** summarizes the various information resources employed by the team to manage and inform the public;
- **Section 2.5** summarizes Project Team led notification tools and tactics employed to reach and involve the public in the meeting process;
- **Section 2.6** summarizes CBO Partner led notification tools and tactics employed to reach and involve the public in the meeting process; and
- **Section 2.7** summarizes the identified earned media that resulted from the collective outreach effort.

## 2.0 PUBLIC OUTREACH

An updated outreach campaign was planned and executed to communicate the reimagined project to the public and key stakeholders. This plan featured a series of public meetings and included a comprehensive notification plan, supported by partnerships with Community Based Organizations (CBO's), a series of community meetings, and multiple key stakeholder briefings. The Project website and collateral materials were also updated in support of this engagement effort. The report that follows provides a detailed summary of these efforts and the feedback received during this time.

### 2.1. Public Meeting Highlights

In the summer of 2024, six (6) community meetings were held to present the reimagined project and revised alternatives. The series began on July 9th and completed on August 29th with five (5) meetings held in person in the Cities of Downey, El Monte, La Puente (Avocado Heights), Norwalk, and Pico Rivera, as well as one (1) meeting held virtually via the Zoom online meeting platform. The webinar video is now available for viewing by anyone with access to the internet, via the Metro Project website: [www.metro.net/projects/i-605-corridor-improvement-project/](http://www.metro.net/projects/i-605-corridor-improvement-project/).

Metro hosted these community meetings to provide updates on the project and to gauge the community's level of interest and support. Each meeting followed a consistent format, starting with a 30-minute open house where attendees could learn about the project, view exhibits, and engage with the project team. This was followed by a formal presentation and a Question and Answer (Q&A)

session. After each Q&A, the Project Manager and team addressed specific questions from the attendees.

Meetings were scheduled in the evenings to allow residents and commuters the opportunity to attend after their workday. The Project Team collaborated closely with corridor city staff, the Gateway Cities Council of Governments, and the Offices of Metro Board Director Hilda Solis (SD-1) and Board Director Janice Hahn (SD-4) to develop and implement a robust public outreach strategy. This strategy included materials in English and Spanish, with simultaneous interpretation to ensure broad participation. Table 1 summarizes the attendance and participation for both meetings.

**Table 3.1-1: Summary of Community Meetings**

No	Date / Time	Location / Address	Sign-ins Collected		Questions / Comments
			Email / Mobile Phone	Attendees (Approx.)	
1.	Tuesday, July 09, 2024 6:00pm – 8:00 pm	The Arc, Reagan Banquet Center 9545 Washburn Rd Downey, CA 90242	33/30	63	16
2.	Wednesday, July 10, 2024 6:00pm – 8:00 pm	Pico Rivera Golf Club 3260 Fairway Dr Pico Rivera, CA 90660	26/26	51	36
3.	Thursday, July 11, 2024 5:30 pm – 7:30 pm	Lambert Park Auditorium 11431 McGirk Av El Monte, CA 91732	16/8	19	9
4.	Tuesday, July 16, 2024 12:00 pm – 1:30 pm	Zoom Webinar	84	94	89
5.	Thursday, July 18, 2024 6:00 pm – 8:00 pm	Cerritos College, Fine Arts Building 11110 Alondra Blvd Norwalk, CA 90650	19/8	22	21
6.	Thursday, August 29, 2024 6:00 pm – 8:00 pm	San Angelo Park 245 S San Angelo Av La Puente, CA 91746	41/18	58	31
<b>Total</b>			<b>219/90</b>	<b>307</b>	<b>202</b>

Over 300 public comments were received during the meeting series. Much of the comments, questions and resulting dialogue centered on: Right-of-Way (ROW) impacts (e.g. potential for property acquisitions), noise concerns due to inadequate wall height, construction impacts, a safety issue at I-105 and Studebaker, bike lane safety issues, the support for carpool and HOT lane alternatives without acquisitions, freeway expansion increasing congestion, resulting improvements on local and highway traffic operations and speed, use of single occupant vehicles on HOT lanes, support for alternatives without displacing homes, induced demand and vehicle miles traveled (VMT), eliminating bottlenecks, and tackling climate change. Participants with more specific or unique inquiries were encouraged to speak with staff on a one-on-one basis at the exhibit stations following the Q&A, allowing for more in-depth responses and providing more Q&A time for comments/questions, which served the greater audience interests.

An individual summary for each public meeting including all comments, the in-person and virtual presentations, and display exhibits may be found in Appendix A.

## 2.2. Public Meeting Process, Messaging & Input

The public and key stakeholders were included in the outreach process through a series of public meetings. Each engagement provided project information, built awareness, educated participants on the Project's revised need and goals, and encouraged participation and feedback.

### 2.2.1. In-person Meeting Process

Upon arrival at the public meetings, participants were welcomed, thanked for their attendance, encouraged to sign-up for future meeting invitations and Project updates, provided with informational materials, and invited to review display station exhibits with Project staff. Comment cards were made available to solicit community feedback. Spanish-speaking staff offered interpretive equipment to Spanish-speaking attendees, and a Spanish language interpreter provided a simultaneous experience to assist attendee's comprehension of the presentation, as needed.

Each meeting provided the same materials, listed below:

- Meeting Agenda (Bilingual; English & Spanish)
- Overview Fact Sheet (English & Spanish)
- Frequently Asked Questions (FAQs) (English & Spanish)
- Comment Card (Bilingual; English & Spanish)
- Exhibit Boards (English)
- Presentation (Bilingual; English & Spanish; Available upon request only)

Several days after the meetings, an e-mail blast was sent to all meeting attendees who provided their email address, as well as to all stakeholders in the Project database, to invite them to view and download the meeting materials, including meeting presentation, fact sheet and FAQ, which were made available on the Project website.

A PowerPoint presentation was conducted by Metro. Each meeting's presentation lasted approximately 30 minutes, and the content was the same for each of the meetings. The presentations were initiated by Ms. Kim Tachiki-Chin, Community Relations Manager, who welcomed the audience and introduced the Project Team. A local elected official made opening remarks, and Metro's Project Manager, Mr. Carlos Montez, conducted the presentation. The presentation covered:

- Project Purpose & Overview
- Project History & Updates
- Current Activities
- Next Steps

Presentations concluded with a microphone enabled Q&A session supported by the various experts from the Project team. Metro staff led the session by reading aloud comments and questions that had been submitted through in-meeting comment cards providing transparency for all to hear. Attendees were invited to comment or ask general questions.

### 2.2.2. Meeting Stations

The July and August meetings had four information stations. At Station 1, guests had the opportunity to discuss Mobility and view an informational board featuring a Bicycle network map and imagery of complete streets. Station 2 focused on ExpressLanes and featured information on the Metro ExpressLanes program features. Station 3 displayed the proposed project alternatives for each of the five major freeways and interchanges. Lastly, Station 4 displayed a summary about Community Based Organization (CBO) outreach partnerships. Further description of these stations can be found in the table below.

**Table 3.2.2-1: In-Person Meeting Display Stations**

Station No. / Topic	Materials
<b>Station 0:</b> Welcome/ Refreshments	<b>Display Boards</b> <ul style="list-style-type: none"> <li>• Welcome/Agenda</li> <li>• Project Need and Purpose</li> <li>• Contact Us</li> </ul> <b>Handouts</b> <ul style="list-style-type: none"> <li>• Comment Card</li> <li>• Project Factsheet</li> <li>• Metro Pocket Maps</li> </ul>
<b>Station 1:</b> Mobility Improvements: Bicycle, Pedestrian and Transit Networks	<b>Display Boards</b> <ul style="list-style-type: none"> <li>• Bicycle Network Improvements</li> <li>• Pedestrian &amp; Transit Improvements</li> </ul>
<b>Station 2:</b> How ExpressLanes Work TSM/TDM Strategies	<b>Display Boards</b> <ul style="list-style-type: none"> <li>• How Express Lanes Work</li> <li>• TSM/TDM Strategies</li> </ul>
<b>Station 3:</b> Design/Cross Sections	<b>Display Boards</b> <ul style="list-style-type: none"> <li>• Updated Alternatives: Cross-section I-605</li> <li>• Updated Alternatives: Cross-section I-5</li> <li>• Updated Alternatives: Cross-section SR-60</li> <li>• Updated Alternatives: Cross-section I-605/I-105 Interchange Connector</li> <li>• Updated Alternatives: Cross-section I-605/I-10 Interchange Connector</li> </ul>
<b>Station 4:</b> Partnering with Communities	<b>PowerPoint Presentation:</b> <ul style="list-style-type: none"> <li>• Partnering with Communities</li> </ul>



### 2.2.3. Virtual Meeting Process

The virtual community meeting took place on July 16, 2024, via Zoom. The webinar covered the same information presented during the in-person community meetings, including a general project overview, project updates, and proposed alternatives. During the presentation, participants were encouraged to provide comments and ask questions via the Zoom Q&A feature. After the formal presentation, project team members addressed these questions verbally for all to hear. Additionally, Project Staff shared links to resources, including a copy of the presentation and the project website, through Zoom's chat feature, adding convenience and improved access to help inform and educate those in attendance. A recording of the virtual meeting is available through the Project webpage for those that were unable to attend a scheduled meeting.

### 2.2.4. Public Input & Key Themes

The six community meetings collectively attracted over 300 participants who submitted more than 200 questions and comments. Community feedback was only gathered through in-meeting comment cards and the Zoom Q&A function which were then read aloud by Metro Staff, providing consistency of process for all meetings. The Team also encouraged attendees to provide additional thoughts through September 13, 2024, to allow for more comprehensive input from the public. In total, the Project received 113 written comment card submissions and 89 comments and questions via virtual Q&A feedback.

#### 2.2.4.1. *Comment Themes from In-Person Meetings*

Below is a list of common themes compiled from written comment cards collected during the six in person community meetings and highlighted social, practical, and environmental concerns.

#### **Property and Community Impact:**

- Many comments were concerned with the potential impact on properties, such as homes, businesses, and community spaces. There were questions about whether properties would be acquired or demolished, and how the project would affect local neighborhoods.
- **Examples:**
  - Will there be any demolition of homes on Linard Street, South El Monte?
  - Are you going to acquire any residences? Yes or no?

#### **Opposition to Expanding Freeways:**

- Many comments expressed concerns about expanding freeways, adding new lanes, or creating express lanes. There was a strong preference for alternatives to freeway expansion, such as public transportation or carpool lanes.
- **Examples:**
  - No expansion; no more new lanes.
  - Expanding I-605 is totally inappropriate. Those same funds should be better spent on non-automotive transportation projects.

### **Safety and Traffic Concerns:**

- Several comments focused on specific safety concerns related to traffic, dangerous intersections, and the impact of the project on local schools, parks, and residential areas.
- **Examples:**
  - 605 South exit on Whittier Blvd. is dangerous for cars turning sharply onto Esperanza.
  - What will be the impact on Unsworth Elementary and Dennis the Menace Park?

### **Equity and Social Impact Concerns:**

- There was concern that paid express lanes could exacerbate inequality, benefiting wealthier individuals while disadvantaging low-income communities. Additionally, there were worries about potential displacement of residents, particularly from working-class neighborhoods.
- **Examples:**
  - Strongly oppose paid lanes on freeways = double taxation.
  - Working-class families have a history of displacement in LA CO—I am not confident about this—sorry.

### **Concerns About Environmental Impact:**

- Several comments mentioned the potential negative environmental impacts of the project, such as increased greenhouse gas emissions, the heat island effect, and worsening air quality in already polluted areas.
- **Examples:**
  - Global climate disruption, caused by tailpipe emissions, is setting heat records—killing people in California.
  - How are increased demand, increased GHG, and increased VMTs being addressed?

### **Concerns About Specific Infrastructure Issues:**

- Commenters also raised issues related to specific infrastructure elements, such as sound walls, bridges, bike lanes, and pedestrian improvements.
- **Examples:**
  - Will there be a sound wall installed on 5 North freeway from 605 freeway to Lakewood Blvd?
  - The bridge at Whittier Blvd. over the crossing is in need of repair—it sounds like it's ready to fail.

### **Support for Public Transportation:**

- A significant number of comments advocated for investment in public transportation, including rail options, bus rapid transit (BRT), and non-automotive transportation solutions.
- **Examples:**
  - We need more commuter-rail options.
  - The best way to get cars off the road is to make it easier to use public transportation.

### **Requests for Transparency and Information:**

- There were multiple requests for more information, clearer communication, and greater transparency about the project's details, timelines, and decision-making processes.
- **Examples:**
  - How can I get a copy of the presentation?
  - When will you update your website with new slides?

#### *2.2.4.2. Comment Themes from Virtual Meeting*

The common themes listed below were compiled from the 89 comments submitted during the virtual community meeting. Participants submitted their comments through the Zoom Q&A function.

### **Opposition to Freeway Expansion and Widening:**

- Many comments expressed strong opposition to the expansion and widening of freeways, citing concerns about its effectiveness in reducing congestion and its negative impact on the environment and communities. There's a preference for alternatives such as public transportation improvements and non-freeway-related projects. Examples:
- **Examples:**
  - There is absolutely no justification for freeway widening in the modern era. We know that adding lanes does not decrease congestion and encourages driving.
  - Why is Metro wasting \$5B widening freeways and encouraging more driving if we are in a climate crisis?

### **Concerns About Express Lanes and Equity:**

- Several comments raised concerns about the implementation of express lanes, particularly regarding their impact on equity. Many feel that express lanes benefit only those who can afford them, potentially worsening traffic for those who cannot.
- **Examples:**
  - If you add the express lane (yes you would make money) however, you'd discourage many people who don't have the financial ability to pay for this lane creating more traffic rather than reduce it.
  - One or more of the alternatives proposes the conversion of free HOV lanes to toll Express lanes... Does access only improve for those with surplus income and the ability to pay?

### **Requests for Public Involvement and Transparency:**

- Numerous comments called for greater public involvement in the decision-making process, asking for more opportunities to comment, clearer communication, and transparency about the project details and impacts. Examples:
- **Examples:**
  - Metro board had instructed staff in October 2020 to work with community-based orgs on this project, is this the extent of that outreach?

- Will there be a public comment section on your website? And if there is, what is the website address or link?

### **Safety and Environmental Concerns:**

- Participants are concerned about the safety and environmental impacts of the proposed alternatives, including potential increases in vehicle emissions, displacement of communities, and insufficient consideration of alternative transportation modes.
- **Examples:**
  - What are the emissions impacts of each of the alternatives?
  - Are traffic fatalities just an excuse to 'increase capacity' at exits like Washington Blvd.?

### **Interest in Alternative Transportation Solutions:**

- Many comments suggested investing in alternative transportation solutions rather than expanding freeways. Suggestions included improving public transportation, enhancing bike paths, and developing light rail routes. Examples:
- **Examples:**
  - Could building out alternative modes of transportation (Metro lines, frequent reliable bus service) that can better handle more people than cars be more valuable than expanding lanes?
  - Metro should help fund the construction of the San Gabriel Valley greenway network before investing more money on freeways.

### **Technical and Specific Project Details:**

- Several comments requested detailed technical information about the project, including costs, design specifics, and the potential impacts on properties and communities.
- **Examples:**
  - How much will each alternative cost for the 605? What are the impacts, Environmental and displacement, on the surrounding community for each alternative?
  - How do I know if my property is affected by Caltrans ROW? I understand there is no displacement, but I am worried about the impact on my property.

## **2.3. Focused Briefings**

In preparation for the public meetings, Carlos Montez (Project Manager) also held briefings with representatives from the United States House of Representatives, Metro Board of Directors, Gateway Cities Council of Governments, County of Los Angeles Board of Supervisors, and others from February to August 2024 to provide project updates and preview the community meeting presentation. These engagements have been detailed below.

**Table 3.3-1: Summary of Stakeholder Briefings**

No	Date	Stakeholder
1.	2/26/24	Office of Metro Board Director, Janice Hahn, 4 <sup>th</sup> District: Luke Klipp, Sr. Transportation Deputy
2.	3/15/24	Office of Metro Board Director, Fernando Dutra: Marisa Perez, Executive Deputy GCCOG
3.	03/20/24	Office of Metro Board Director, Hilda Solis, 1 <sup>st</sup> District: Ben Feldman, Special Projects Deputy
4.	05/02/24	Office of Metro Board Director, Hilda Solis, 1 <sup>st</sup> District: Ben Feldman, Special Projects Deputy Office of Metro Board Director, Janice Hahn, 4 <sup>th</sup> District: Vivian Gomez, Transportation Deputy Office of City of Los Angeles Mayor, Karen Bass: Tina Backstrom, Sr. Director of Transportation
5.	05/30/24	Office of Metro Board Director, Fernando Dutra: Fernando Dutra, Director and Marisa Perez, Executive Deputy GCCOG: Yvette Kirrin, Engineer
6.	06/03/24	Office of Metro Board Director, Janice Hahn, 4 <sup>th</sup> District: Luke Klipp, Sr. Transportation Deputy and Vivian Gomez, Transportation Deputy
7.	06/04/24	GCCOG 91/605/405 Technical Advisory Committee
8.	06/10/24	Metro Technical Advisory Committee Meeting
9.	07/29/24	Office of Metro Board Director, Hilda Solis, 1 <sup>st</sup> District: Ben Feldman, Special Projects Deputy, Maria Ponce, Field Deputy, Eva Thiel-Maiz, Senior San Gabriel Field Deputy, Andrea Moreno, San Gabriel Valley District Director, Guadalupe Duran-Medina, Planning Deputy
11.	08/02/24	Office of Metro Board Director, Fernando Dutra: Marisa Perez, Executive Deputy GCCOG
12	08/14/24	Office of Congressman, Linda Sanchez, 38 <sup>th</sup> District

## 2.4. Communication Resources

Project information was dispersed primarily through the project website and collateral materials. The project website was continually updated with current project information throughout the engagement period. Collateral materials were developed for sharing both online and at the in-person community meetings. These included the Factsheet and Frequently Asked Questions (FAQs). In addition, a stakeholder database and additional comments log have been maintained since the start of the project. The database was used to capture and communicate to stakeholders through direct mail and email, while the log captured stakeholder input for Project record and for the technical team to consider and use toward the advancement of the overall improvements. Copies of the Factsheet, FAQ, additional comments log, and letters sent during the comment period can be found in Appendix B.

Below is an overview summary of the tools and methods applied to engage the public for each of the corridor jurisdictions.

**Table 3.4-1: Outreach by Community**

Community*	In-Person Meeting	Pop-up Event	Transit Intercept	Postal Mailing	Flyer Drops	Social Media Ads	CBO Partners	Additional Non-Geographic Tactics
Baldwin Park		✓	✓	✓	✓	✓	✓	✓
El Monte	✓	✓	✓	✓	✓	✓	✓	✓
South El Monte				✓	✓	✓	✓	✓
Avocado Heights, City of Industry & La Puente	✓	✓	✓	✓	✓	✓	✓	✓
Pico Rivera	✓	✓	✓	✓	✓	✓	✓	✓
Whittier		✓	✓	✓	✓	✓	✓	✓
West Whittier & Los Nietos				✓	✓	✓	✓	✓
Santa Fe Springs				✓	✓	✓	✓	✓
Downey	✓	✓	✓	✓	✓	✓	✓	✓
Norwalk	✓	✓	✓	✓	✓	✓	✓	✓

\*Communities ordered from north to south along I-605.

\*\*Additional non-geographic outreach tools and tactics summated in the sections that follow.

#### 2.4.1. Website

The website content was created through a collaborative effort involving Arellano Associates, HDR, Parsons, and Metro. This collaboration consisted of updating the project description and status, relevant project documents, and the corridor map. Community meeting dates were added to the website and kept current as new meetings were scheduled. Meeting recordings and presentations were also uploaded to the website for viewers to download and watch at their leisure. The webpage received 9,719 views throughout the outreach period, and was located at this address: <https://www.metro.net/projects/i-605-corridor-improvement-project/>.

#### 2.4.2. Project Factsheet

The project Factsheet was developed in both English and Spanish. It provided updated details about how the reimaged project differed from the initial project goals and alternatives. It also contained background information and outlined the specifics of the various planned alternatives. The factsheet was distributed at community meetings, events, and made available for download on the project website.

#### 2.4.3. Project Frequently Asked Questions

A set of project Frequently Asked Questions (FAQs) was also developed for both English and Spanish audiences. Since the FAQ included detailed project information as well as technical information, it

was a lengthier document and therefore was provided solely as online collateral. This ensured that community members could access, view, and download it at their convenience. The FAQ included 20 questions that highlighted changes to the project, offered definitions of key project features, and informed the community about the next steps of the project. It was made available for download on the project website.

#### 2.4.4. Stakeholder Database

The database is a primary record of engagement for the project comprised of local residents and businesses, business associations, local agencies, transportation agencies and groups, academic institutions, community and healthcare organizations, other social interest groups, as well as interested parties. This contact information served as the central foundation for notifications, used to distribute email and postal notices. The resource underwent continuous maintenance with additions stemming from the website, email, helpline, event, and public meeting sign-ups.

#### 2.4.5. Issues Matrix, Email & Helpline Log

Interested parties were encouraged to stay connected through the project's phone number and email, with messages accepted in both English and Spanish. The project team reviewed and collaborated on responses to all inquiries. Between June 17, 2024, and August 23, 2024, a total of 90 calls and comments were received and addressed. All comments were logged in an Additional Comments Log, including source, date, and response, when needed.

### 2.5. Team Led Notifications

To increase public awareness, various notification methods were employed prior to the community meetings. A mix of traditional and digital methods were used to notify and educate the public. Stakeholders who participated in the previous project outreach efforts were notified early to ensure they had every opportunity to participate in the process. In addition, a postcard was mailed to existing stakeholders along the corridor, emails distributed to known interested parties in the project database, online advertisements distributed through social media to zip codes aligned and adjacent to the corridor, and additional social media posts shared with Metro followers.

#### 2.5.1. Project Update Pre-notification

The project update and awareness message aimed to inform stakeholders that Metro and Caltrans had listened to their concerns and made significant efforts to incorporate the feedback received before the scheduled release of the Draft Environmental Document in October 2020. The letter was sent via USPS mail and email to all stakeholders who had previously been identified and/or opted-in to the database during previous outreach efforts. The letter introduced the reimagined project goals and alerted stakeholders to upcoming meetings where they would be able to learn more and share their feedback. Copies of the notification can be found in Appendix C.



Table 3.5.1-1: Pre-Notification to Previously Engaged Stakeholders

No	Date Sent	Purpose	Language	Description / Area	Count
1.	06/10/24	Meeting #1 – #5 Invitation	English & Spanish	Pre-existing stakeholder database contacts with <b>mailing addresses</b> .	1,145
2.	06/17/24		English & Spanish	Pre-existing stakeholder database contacts with <b>email addresses</b> .	880

### 2.5.2. Postal Notices

Postcard invitations were delivered via direct mail to the stakeholder database as well as all residents living within the project corridor. This notice was the principal method of notification for the meeting series. The double-sided postcard included recognizable project branding and advertised the meeting series in both English and Spanish. The notice of invitation was distributed via first-class mail, one week in advance of the community meetings.



Image 3.5.2-1: Meeting #6 Mailing Area

A meeting-specific mailing list was developed and used for the distribution. A list of 23,512 addresses was used to notify property owners, businesses, and tenants located within 1000-feet of the Project’s Study area and within ¼-mile buffer of the freeway interchanges at I-605/I-10, I-605/SR-60, I-605/I-5, and I-605/I-105. The core of the mailing list was comprised of the stakeholder database, which will continue to be used and updated throughout the environmental phase to distribute Project meeting notices and updates. See Appendix C for copies of these mailings.

Table 3.5.2-1: Postal Notice Distributions

No	Date Sent	Purpose	Language	Description / Area	Count
1.	06/29/24	Meeting #1 - #5 Invitation	English & Spanish	Stakeholder database and 1,000-foot buffer of the project corridor	22,866
2.	08/12/24	Meeting #6 Invitation	English & Spanish	A team defined pocket community generally bound by the I-605, I-10 and SR-60 freeways. See map above.	9,925
<b>Total</b>					<b>32,791</b>

### 2.5.3. Electronic Mail

Information about the meeting series was distributed via e-blast in English and Spanish to nearly 1,400 contacts in the project database. These invitations provided an important reminder for stakeholders that had opted to follow the project. The first email was released in late June. A total of 11 notices were distributed. For more on these emails, review Appendix D.

**Table 3.5.3-1: Community Meeting E-blasts**

No	Date Sent	Subject	Successful Deliveries	Opens	% Opens	Unique Clicks
1.	06/27/24	Save-the-Date	65	23	35%	3
2.	07/03/24	You're Invited: I-605 CIP – Upcoming Community Meetings	781	329	42%	5
3.	07/05/24	You're Invited: I-605 CIP – Upcoming Community Meetings	1,158	459	40%	134
4.	07/08/24	Reminder – You're Invited!	779	333	43%	7
5.	07/10/24	Reminder – You're Invited!	777	316	41%	5
6.	07/15/24	Reminder – You're Invited!	1,049	416	40%	30
7.	07/17/24	Reminder – You're Invited!	1,134	421	37%	122
8.	08/21/24 Group #1*	You're Invited – An additional meeting added!	1112	396	36%	111
9.	08/21/24 Group #2*	You're Invited – An additional meeting added!	1107	405	37%	28
10.	08/27/24 Group #1	You're Invited – An additional meeting added!	466	184	39%	11
11.	08/27/24 Group #2	You're Invited – An additional meeting added!	1107	362	33%	111
<b>Total</b>			<b>9,535</b>	<b>2,027</b>	<b>3,644</b>	<b>567</b>

\*Group 1 included 605 CIP database stakeholders and Group 2 included the additional stakeholders.

#### 2.5.4. Metro E-Newsletters

Metro also updated the public about meetings through its many e-newsletters, with each communicating to unique subsets of Metro’s greater email contact lists. Following the meeting series, Metro thanked the public for their participation and sent additional newsletters encouraging the public to submit final comments. The following table presents a list of these 17 notifications and their schedule. An example from each month is included in Appendix D.

**Table 3.5.4-1: Metro E-Newsletters**

No	Date Sent	Subject
1.	06/28/24	Gateway Cities: Upcoming meetings
2.	07/05/24	Gateway Cities: Upcoming meetings
3.	07/12/24	Gateway Cities: Project Updates
4.	07/19/24	Gateway Cities: Project Updates
5.	07/23/24	Gateway Cities: Project Updates
6.	07/26/24	Gateway Cities: Project Updates
7.	08/09/24	Gateway Cities: Project Updates

No	Date Sent	Subject
8.	08/16/24	Gateway Cities: Project Updates
9.	08/23/24	Gateway Cities: Project Updates
10.	08/30/24	Gateway Cities: Project Updates
11.	09/06/24	Gateway Cities: Project Updates – Thank You
12.	09/06/24	San Gabriel Valley: Project Updates – Final Day to Submit Comment
13.	09/13/24	Central Los Angeles: Project Updates – Final Day to Submit Comment
14.	09/13/24	Gateway Cities: Project Updates – Final Day to Submit Comment
15.	09/13/24	San Fernando Valley: Project Updates – Final Day to Submit Comment
16.	09/13/24	San Gabriel Valley: Project Updates – Final Day to Submit Comment
17.	09/13/24	South Bay: Project Updates – Final Day to Submit Comment

### 2.5.5. Social Media

Organic and paid social media are two key strategies used to engage with audiences and promote content on social media platforms. Organic social media refers to free content (Facebook posts, Instagram stories, etc.) that users share with their followers on social platforms. Paid social media involves paying for ads that can appear in various formats, such as sponsored posts, banners, or video ads. For this project, both strategies were employed to maximize impact. Screen captures of these posts and ads are documented in Appendix E.

#### 2.5.5.1. Organic Social Media Advertisements

The community meeting series was shared by Metro on organic social media channels including Nextdoor and Facebook. Nextdoor posts received an average of 34,000 impressions.

**Table 3.5.5.1-1: Facebook Posts**

No.	Date	Impressions
1.	06/25/24	11
2.	06/25/24	12
3.	06/25/24	11
4.	06/25/24	12
5.	06/25/24	13
6.	07/24/24	5
7.	08/24/24	5
<b>Total</b>		<b>69</b>

**Table 3.5.5.1-2: Nextdoor Posts**

No.	Date	Impressions
1.	07/02/24	33,149
2.	07/09/24	30,806
3.	07/15/24	36,000
4.	07/24/24	37,639
<b>Total</b>		<b>137,594</b>

2.5.5.2. *Paid Social Media Advertisements*

Paid social media advertisements of the meeting series were promoted to all zip codes within the project corridor, targeting a larger audience and generating many views. These advertisements were posted on Facebook and Instagram. They were posted in both English and Spanish and produced high levels of stakeholder interaction and reach.

Advertisements for the **first round** of meetings were distributed on Facebook and Instagram to reach platform users in the following zip codes:

91706	90242	91733	90603	90606	91765
90240	91731	90601	90604	91746	91789
90241	91732	90602	90605	90631	91792

The **second round** of advertisements were focused on the Avocado Heights community with ads sent to reach users in the following zip codes:

91706	91744	91745	91746
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**Table 3.5.5.2-1: Facebook Advertisements**

No.	Dates	Run Time	Language	Impressions
1.	06/26/24 – 07/18/24	23 days	English	26,198
2.	06/26/24 – 07/18/24	23 days	Spanish	232,443
3.	08/10/24 – 08/29/24	20 days	English/Spanish	176,477*
<b>Total</b>				<b>435,118*</b>

**Table 3.5.5.2-2: Instagram Advertisements**

No.	Dates	Run Time	Language	Impressions
1.	06/26/24 – 07/18/24	23 days	English	70,280
2.	06/26/24 – 07/18/24	23 days	Spanish	8,912
3.	08/10/24 – 08/29/24	20 days	English/Spanish	176,477*
<b>Total</b>				<b>255,669*</b>

\* Numbers represent a combined count for Facebook and Instagram. Individual counts were not available.

2.6. **CBO Partner Led Notifications & Engagements**

To increase engagement in Equity Focus Communities (EFC) areas, Metro engaged the services of North Star Alliances to lead a strategic community engagement campaign that incorporated community-based organization (CBO) partners and a boots-on-the ground methodology to bring awareness to an even greater range of constituents.

The Partner Team successfully onboarded five (5) CBOs as part of its CBO Partnership Program. This collaborative initiative aimed to leverage the extensive networks and local insights of these organizations to effectively disseminate information regarding the project.

**The five CBOs included:**

- Mujeres Unidas Sirviendo Activamente (MUSA)
- Rancho Los Amigos National Rehabilitation Center
- Rio Hondo College
- Streets Are For Everyone (SAFE)
- Uptown Whittier Family YMCA

The partnership facilitated a comprehensive series of notification and engagement activities designed to reach a broad audience. Notification efforts encompassed the distribution of flyers and posters, door-to-door notices, the sending of e-blasts/e-newsletters, and the creation of notification toolkits. Furthermore, social media posts, website updates, and local announcements served to amplify the message. On the engagement front, the initiative featured: pop-up outreach booths at key locations along the corridor, and transit intercepts at heavily used bus stops and rail stations within the corridor.

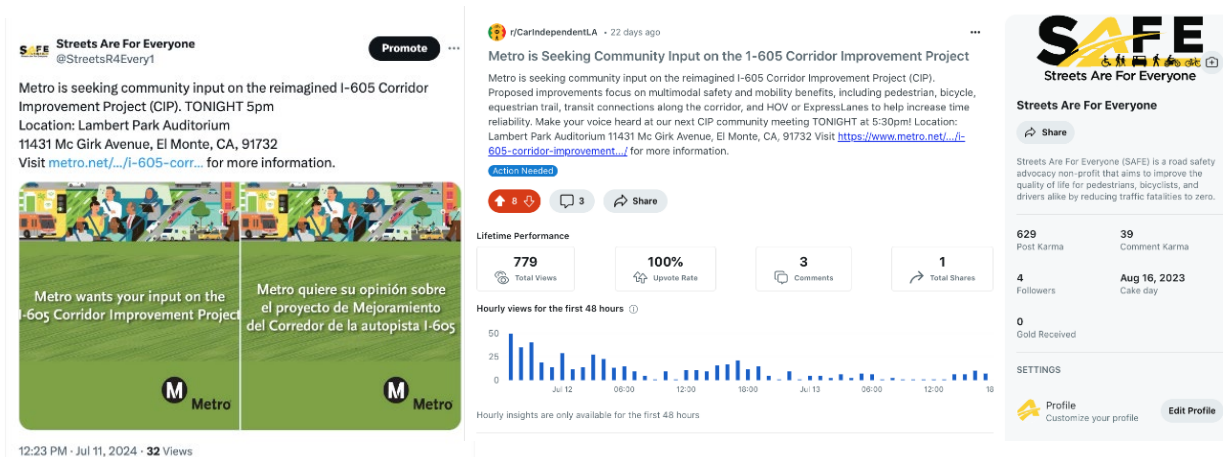


Image 3.6-1: Earned Social Media Posts

Leading up to the above activities, Metro hosted one CBO roundtable meeting with the CBOs. This roundtable meeting was held on July 1, 2024, with four of the five CBOs represented. Metro discussed the history of the project, Metro’s Equity Platform, the CBO Partnership Program, CBO roles and responsibilities for the project, and best practices for engagement. Project awareness and information campaign and schedules of upcoming engagement activities were also discussed.

These efforts not only ensured widespread dissemination of project-related information but also fostered an inclusive environment where community members could engage, inquire, and provide feedback on the project, strengthening the bond between Metro and the communities it serves. Through the CBO Partnership Program’s efforts, at least **34,921 community members** across the corridor have been engaged to date. See Appendix F for more information about the CBO partnership led outreach.

### 2.6.1. Notification Toolkit

CBOs used the notification toolkit to reach their members via social media, e-blasts, newsletters, and sharing meeting dates and times on their public calendars on their websites. All five CBOs signed up for social media, in which a minimum number of 7,103 people were reached (not all social media data insights were able to be captured, so the actual reach is higher than this number). Four CBOs signed up for e-blasting the information to their contacts (including CBO newsletters), in which a minimum of 15,478 people were reached (we did not receive the full contact numbers from all CBOs). Three CBOs posted the public community meetings on their public calendars on their websites (total number of calendar views is unknown).

### 2.6.2. Flyer Distribution

Four CBOs signed up for flyer distribution, in which two of the CBOs (MUSA and SAFE) conducted bundled flyer drops at businesses along the corridor, and two of the CBOs (Rio Hondo College and Uptown Whittier Family YMCA) passed out flyers on their campuses. MUSA conducted flyer drops in the Central and South corridors, while SAFE conducted flyer drops in the North and North-Central corridors. In addition, due to the addition of the La Puente in-person community meeting, SAFE conducted an additional round of flyer drops that promoted the new meeting. The flyers distributed included the project fact sheet and the meeting notices. In total, 4,475 flyer sets (fact sheets/meeting notices) were distributed via this method.

### 2.6.3. Transit Intercepts

Transit intercepts are passing out flyers at high traffic bus or rail stops. Two CBOs signed up for this form of engagement, completing 9 transit intercepts and passing out 5,975 fact sheets and/or meeting notices. Six of the transit intercepts were at bus stops in the communities of Avocado Heights, City of Industry (adjacent to Avocado Heights), La Puente (adjacent to Avocado Heights), Whittier, Pico Rivera, and in Paramount (adjacent to Norwalk/Downey). Three of the transit intercepts were at rail stations: El Monte Station, Norwalk Station, and Lakewood Station (Downey).

**Table 3.6.3-1: Summary of Transit Intercepts**

No	Date	Location	City
1.	07/03/24	Light Rail Stop	El Monte
2.	07/06/24	Light Rail Stop	Downey
3.	07/07/24	Bus Stop	Downey/Norwalk adjacent
4.	07/07/24	Bus Stop	Downey/Norwalk adjacent
5.	07/08/24	Bus Stop	Pico Rivera
6.	07/09/24	Bus Stop	Avocado Heights
7.	07/09/24	Bus Stop	Whittier
8.	07/10/24	Light Rail Stop	Norwalk
9.	08/21/24	Bus Stop	City of Industry (Avocado Heights adjacent)



### 2.6.4. Pop-up Events and Information Booths

There were 10 pop-up and information booths. This engagement activity met people where they live, work, and play, as pop-ups were held at parks, farmer’s markets, college campuses, a business expo, and other community events such as Parks After Dark events and Back to School Backpack Giveaway events. Pop-ups were held in the cities of Downey, Whittier, Baldwin Park, Pico Rivera, Norwalk, El Monte, and La Puente (Avocado Heights adjacent). There were more than 1,500 interactions and flyers handed out during these events, including more than 460 people signing up for project updates.

**Table 3.6.4-1: Pop-up Events**

No	Date	Event Name	Location	CBO	Reach
1.	06/12/24	Rio Hondo College Juneteenth	Whittier	Rio Hondo College	187
2.	06/18/24	Whittier Chamber of Commerce Business Expo	Whittier	YMCA	153
3.	06/27/24	Rancho Los Amigos Farmers Market	Downey	Rancho Los Amigos	124
4.	07/06/24	Marvel Day Market	Baldwin Park	SAFE	60
5.	07/10/24	Rico Rivera Farmer’s Market	Pico Rivera	MUSA	53
6.	07/17/24	Norwalk Summer Nights Concert	Norwalk	MUSA	126
7.	07/25/24	Parks After Dark – San Angelo Park	La Puente	MUSA	44
8.	08/01/24	Parks After Dark – San Angelo Park	La Puente	MUSA	70
9.	08/09/24	LA Care Back to School	El Monte	MUSA	500
10.	08/22/24	Ready, Set, Backpack	El Monte	MUSA	62
<b>Total</b>					<b>1,379</b>



Image 3.6.4-1: Pop-up Event Photos

### 2.7. Earned Media

Several articles, newsletters, and social media posts were published in response to the project and the community meeting series. The following table details known external media coverage (Appendix G).



**Table 3.6.4-1: External Media Coverage**

No*	Date	Source	Article / Title
1.	07/18/23	StreetsBlog	Metro Postpones 605 Freeway Widening Project Community Meetings
2.	07/19/23	StreetsBlog	Metro Announces 605 Freeway Widening Project Will Not Demolish Homes
3.	07/01/24	City of Pico Rivera Website	I-605 Corridor Improvement Project
4.	06/17/24	X/Twitter: StreetsBlogLA	Metro just announced that it will host meetings on its plans to widen the 605 freeway...
5.	07/01/24	Instagram: RioHondo_College	Metro is seeking community input on the reimagined I-605 Corridor Improvement Project (CIP)
6.	07/02/24	Instagram: CityofPicoRivera	Metro is seeking community input on the reimagined I-605 Corridor Improvement Project (CIP)
7.	07/08/24	Instagram: YMCAWhittier	PSA: Metro would like your input on the 605-corridor improvement project
8.	07/10/24	StreetsBlog	Metro and Caltrans Still Planning 605 Expansion, Plus Four Connecting Freeways
9.	07/15/24	LAist	LA Metro to hold community meetings for the 605 Freeway expansion project
10.	07/17/24	Instagram: StreetsareForEveryone	Metro wants to hear from YOU about the reimagined I-605 Corridor Improvement Project
11.	08/16/24	LA Daily News	605 Freeway plan won't destroy homes; has wider lanes linked to other freeways
12.	08/26/24	StreetsBlog	I-605 Corridor Improvement Project
13.	08/27/24	Pasadena News Star	Metro 605 freeway may draw some heat at upcoming meeting
14.	08/27/24	San Gabriel Valley Tribune	Metro's 605 Freeway project may draw some heat at upcoming in-person meeting
15.	08/27/24	StreetsBlog LA	Tuesday's Headlines
16.	08/28/24	StreetsBlog LA	Morning Round-up

\* Listed earned media includes what was found through an internet search. Additional media may have been shared internally within organizations and groups and/or publicly online but was not identified in search.

### 3.0 NEXT STEPS

Based on the preliminary study as well as the stakeholder feedback included in this report, the Metro Board of Directors will decide on whether Metro should re-initiate the environmental process for the I-605 Corridor Improvement Project. If the project moves forward, a more formal environmental study will be conducted.



Metro

## Board Report

File #: 2020-0733, File Type: Motion / Motion Response

Agenda Number: 42.

REGULAR BOARD MEETING  
OCTOBER 22, 2020

## Motion by:

## DIRECTORS SOLIS, HAHN, GARCIA, FASANA, GARCETTI, AND BONIN

## I-605 Corridor Improvement Project Build Alternatives

The I-605 Corridor Improvement Project seeks to modify and/or widen 16 miles of freeway including segments on the I-605, I-10, SR-60, I-5, and I-105 in the Gateway and San Gabriel Valley Subregions. The Project scope currently includes several alternatives that would build various combinations of additional auxiliary, general purpose, high-occupancy vehicle, and high-occupancy toll lanes along the corridor. Preliminary reports for the project suggest that hundreds of partial and full property acquisitions will be necessary in addition to hundreds of temporary and permanent easements, which would affect unincorporated communities as well as the cities of Baldwin Park, Industry, Pico Rivera, El Monte, South El Monte, Whittier, Downey, Norwalk, Santa Fe Springs. The Project alignment moves largely through disadvantaged communities experiencing housing and homelessness crises that have only been exacerbated by the ongoing pandemic.

On September 2, 2020, the Gateway Cities Council of Governments (GCCOG) sent a letter to Metro's Chief Executive Officer requesting to delay the release of the I-605 Corridor Improvement Project Environmental Impact Statement/Environmental Impact Report (EIS/EIR) and to incorporate a local option alternative that reflects the Guiding Principles adopted by the SR-91/I-605/I-405 Corridor Cities Committee in October 2007. The GCCOG's Guiding Principles include a provision that new freeway construction, including the addition of lanes, should be confined to existing State right-of-way in order to preserve and enhance local economies and environments. In response to this letter and to concerns raised by other stakeholders, Metro has agreed to delay the release of the EIS/EIR until early 2021. However, the impacts anticipated for the Project necessitate a fresh look at the scope of work and the alternatives proposed.

California's transportation sector currently accounts for more than 50 percent of the state's greenhouse gas emissions, and vehicle ownership rates have significantly increased in the region over the last 30 years. According to a 2018 study from the UCLA Institute of Transportation Studies, the six-county region covered by the Southern California Association of Governments (Los Angeles, Orange, Riverside San Bernardino, Ventura, and Imperial Counties) added 1.8 million people and 456,000 household vehicles between 1990 and 2000 with an average of 0.25 vehicles per new resident. These numbers exploded to 0.95 vehicles per new resident between 2000 and 2015

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resident. The These numbers exploded to 0.95 vehicles per new resident between 2000 and 2015 when the region saw 2.3 million people and 2.1 million household vehicles added. Despite Metro's efforts to rapidly expand its transit network, vehicle miles traveled per capita have steadily climbed upwards throughout the county since 2010, and transit ridership across the state has been declining since 2012. Metro has put forth several efforts to restore and increase transit ridership and reduce greenhouse gas emissions including the ongoing NextGen initiative and the advancement of Twenty-Eight by 28' Pillar Projects. Per a motion written by Director Bonin last year, Metro is also working to align its highway program with the Executive Order issued by Governor Newsom in September 2019 which directed the California State Transportation Agency to realign its portfolio of construction, operations and maintenance projects to help reverse trends of rising fuel consumption and greenhouse gas emissions from the transportation sector. However, Metro must also begin taking on a holistic, equity-based examination of its projects' scopes to ensure investments do not increase induced demand or work against existing greenhouse gas emissions reduction goals.

**SUBJECT: I-605 CORRIDOR IMPROVEMENT PROJECT BUILD ALTERNATIVES**

**RECOMMENDATION**

APPROVE Motion by Directors Solis, Hahn, Garcia, Fasana, Garcetti, and Bonin that the Board direct the Chief Executive Officer to report back to the Planning and Programming Committee in January 2021 with a status update and in April 2021 with a final report on suggestions for other I-605 build alternatives that consider:

- A. An additional locally-supported alternative that minimizes right-of-way impacts and/or a stand-alone Transportation System/Demand Management (TSM/TDM) alternative similar to the TSM/TDM alternative put forth on the SR-710 North Project; and
- B. A review of the project's purpose and need and its alignment with various local and state policies and plans related to equity, greenhouse gas emissions and vehicle miles traveled.

WE FURTHER MOVE that staff, including the Executive Officer of Equity and Race, engage with the San Gabriel Valley Council of Governments, the Gateway Cities Council of Governments, the I-5 Joint Powers Authority, the County of Los Angeles, corridor cities, and community stakeholders to develop this report. The release of the EIS/EIR should be further delayed until after the final report is received by the Metro Board.



**CRASH SEVERITY (2019-2023)**

LA METRO I-605 CORRIDOR IMPROVEMENT PROJECT

All locations with improvements to crosswalks can consider the following pedestrian improvements:		High Visibility Crosswalks	
		Improved signing and striping including high visibility striping	
		Pedestrian Activated Traffic Control Devices	
		Rapid Flashing Beacons	
		Leading Pedestrian Interval (3 to 7 seconds of "WALK" signal prior to allowing vehicle movement)	
ROUTE	CROSSING	ELEMENT	
I-105	Bellflower Blvd	Pedestrian	Update lighting at ramp intersection crosswalk ADA Curb Ramps
	San Gabriel River	Pedestrian	Pedestrian/Equestrian Trail along North side of the Creek
I-605	Rosecrans Ave	Bus	Potential to improve bus stops on EB/WB Rosecrans near NB ramps.
			Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections. ADA Curb Ramps
	Foster Rd	Pedestrian	Update lighting for bridge widening
	Hoxie Ave	Bus	Potential to improve bus stops on NB Hoxie Ave near Imperial Hwy, EB Imperial Hwy near Hoxie Ave, and EB/WB Imperial Hwy near
		Pedestrian	Update/Add lighting along sidewalk improvements and at ramp intersections. ADA Curb Ramps
	Imperial Hwy	Pedestrian	Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections. ADA Curb Ramps
	Downey Norwalk Rd	Pedestrian	Update lighting for bridge widening
	Firestone Blvd	Bus	Potential to improve bus stops on EB Firestone near Hoxie, and EB/WB on Firestone west of the 605.
		Bike	Class II Bike Lane
		Pedestrian	Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections. ADA Curb Ramps
	Ceceila St	Pedestrian	Update lighting for bridge widening
	Studebaker Ave	Bus	Potential to improve bus stops on NB Studebaker Rd near the NB Ramps, SB Studebaker Rd near Florence Ave, and EB Florence Ave near Studebaker Rd.
		Pedestrian	Update lighting at ramp intersection crosswalk ADA Curb Ramps
	Florence Ave	Pedestrian	Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections. ADA Curb Ramps
	Davenrich St	Pedestrian	Update lighting for bridge widening
Telegraph Road	Pedestrian	Reconfigure NB Ramps to T-intersection to eliminate free movements	
		Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections. ADA Curb Ramps	
I-5	San Gabriel River	Pedestrian	Pedestrian/Equestrian Trail along North and South side of the Creek
	Brookpark Rd	Pedestrian	Proposed Sidewalks
			Pedestrian Bridge to Vista Del Rio Dr
			Add lighting for pedestrian bridge and along sidewalk improvements
			ADA Curb Ramps
	Vista Del Rio Dr	Pedestrian	Proposed Sidewalks
			Pedestrian Bridge to Brookpark Rd
Add lighting for pedestrian bridge and along sidewalk improvements ADA Curb Ramps			
Rosemead Blvd/Lakewood Blvd	Pedestrian	Update lighting at ramp intersection crosswalk	
		ADA Curb Ramps	

All locations with improvements to crosswalks can consider the following pedestrian improvements:		High Visibility Crosswalks		
		Improved signing and striping including high visibility striping		
		Pedestrian Activated Traffic Control Devices		
		Rapid Flashing Beacons		
		Leading Pedestrian Interval (3 to 7 seconds of "WALK" signal prior to allowing vehicle movement)		
ROUTE	CROSSING	ELEMENT		
I-605	Slauson Ave	Pedestrian	Update lighting at ramp intersection crosswalk ADA Curb Ramps	
	Pioneer Blvd	Bus	Potential to improve Bus Stops on NB and SB Pioneer Blvd near Slauson Ave	
		Pedestrian	Update lighting (Slauson Ave to Saragosa St ) Upgrade Safe Route to School Markings/Signage ADA Curb Ramps	
			Waddell St	Pedestrian
	Washington Blvd	Transit	Doesn't Preclude Eastside Transit Corridor Phase 2 (E Line)	
		Bus	Potential to improve Bus Stops on EB and WB Washington Blvd near Pioneer Blvd	
		Pedestrian	Update/Add lighting at ramp intersection and along sidewalk improvements ADA Curb Ramps	
	Saragosa St	Pedestrian	Update lighting for bridge widening and at ramp intersections	
	Dunlap Crossing Rd	Pedestrian	Update lighting for bridge widening	
	Bexley Dr	Pedestrian	Update lighting for bridge widening	
	Whittier Blvd	Transit	Potential to improve Bus Stops on EB and WB Whittier Blvd near Pioneer Blvd	
		Pedestrian	Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections. ADA Curb Ramps	
	Esperanza Ave	Pedestrian	Reconfigured to T-Intersection to eliminate free movements for safer pedestrian movements ADA Curb Ramps	
	Beverly Blvd	Bus	Potential to improve Bus Stops on EB and WB Beverly Blvd Near Abbeywood Ave and EB East of Pioneer Blvd	
		Bike	Class II Bike Lane (Connection to San Gabriel River Trail)	
		Pedestrian	Reconfigured SB Intersection to Diamond Interchange to eliminate free movement for safer pedestrian movements Update/Add lighting along sidewalk improvements and at ramp intersections. ADA Curb Ramps	
	San Gabriel River Pkwy	Bike	Class II Bike Lane	
		Pedestrian	ADA Curb Ramps	
	Rose Hills Rd	Pedestrian	Reconfigured SB intersection to Diamond Interchange with Loop Entrance Ramp to eliminate free movements for safer pedestrian movements Update/Add lighting along sidewalk improvements and at ramp intersections. ADA Curb Ramps	
			Equestrian	8' wide sidewalks to accommodate equestrian crossings to Pico Rivera Sports Arena
	Peck Rd	Bike	Class II Bike Lane	
		Pedestrian	Reconfigured SB Ramps to Diamond Interchange to eliminate free movements Update/Add lighting along sidewalk improvements and at ramp intersections. ADA Curb Ramps	
	Pellessier Pl	Pedestrian	Update lighting at ramp intersection crosswalk ADA Curb Ramps	
	San Jose Creek	Pedestrian/ Equestrian	Pedestrian/Equestrian Trail along North side of the Creek (San Gabriel Valley Greenway Network)	
	Valley Blvd	Pedestrian	Reconfigure NB and SB Ramps to T-intersection to eliminate free movements Maintain access to River Park (Emerald Necklace Plan) Update/Add lighting along sidewalk improvements and at ramp intersections. ADA Curb Ramps	
			Temple Ave	Additional Lighting Update/Add lighting along sidewalk improvements
			Walnut Creek	Pedestrian/ Bike Lighting can be provided for existing access on north side of creek. Planning will not preclude future pedestrian/bike trail access to San Gabriel River Trail (San Gabriel Valley Greenway Network)

ROUTE	CROSSING	ELEMENT	
SR-60	Durfee Ave	Pedestrian	Update lighting at ramp intersection crosswalk
			ADA Curb Ramps
	Peck Road	Bus	Potential to improve Bus Stops on NB and SB Peck Rd near Durfee Ave
			Bike
		Pedestrian	Reconfigure SB Ramps to T-intersection to eliminate free movements
			Update/Add lighting at bridge widening, along sidewalk improvements, and at ramp intersections.
	Crossroads Pkwy South	Bus	Potential to improve Bus Stop near Crossroads Retail Court/Puente Hills Landfill
			Roundabout (Provides pedestrian refuges, slower speed and reduced conflict points)
		Pedestrian	Update/Add lighting along sidewalk improvements and at ramp intersections.
			ADA Curb Ramps
	7th Ave	Bus	Potential to improve Bus Stop for NB 7th Ave across from WB On-Ramp
			Update lighting at ramp intersection crosswalk
ADA Curb Ramps			
Gale Ave	Bus	Potential to improve Bus Stop near In-N-Out	
	Pedestrian	Update lighting at ramp intersection crosswalk ADA Curb Ramps	
I-10	Exline St	Pedestrian	Maintain existing raised crossings
	Cogswell Rd	Bus	Potential to improve bus stop on NB and SB Cogswell Rd near Exline St
		Pedestrian	Update lighting for bridge widening
	Durtee Ave	Bus	Potential to improve bus stop on Garvey Ave near Durfee Ave
		Bike	Class II Bike Lane
		Pedestrian	Update lighting for bridge widening
			Upgrade Safe Route to School Markings/Signage
San Gabriel River	Pedestrian	Pedestrian/Equestrian Trail along South side of the Creek	





**I-605 Corridor Improvement Project (CIP)  
Motion 42 Final Report  
January Board Meeting 2025  
File #2024-0536**

# I-605 CIP Motion 42

## *Report back to the Metro Board with a Final Report on suggestions for the I-605 Build Alternatives that considers:*

### **Motion 42 Mandate:**

- A. An additional locally-supported alternative that minimizes right-of-way impacts and/or a stand-alone Transportation System Demand Management (TSM/TDM) alternative similar to the TSM/TDM alternative put forth on the SR-710 North Project.
- B. A review of the Project's Purpose and need and its alignment with various local and state policies and plans related to equity, greenhouse gas emissions and vehicles miles traveled.

### **Board Report Consideration:**

- A. RECEIVE AND FILE the I-605 CIP Community Outreach Summary Report that describes the community reengagement meetings that were held to present revised alternatives and findings in accordance with Board Motion 42; and
- B. REAUTHORIZE the work that is needed to re-initiate the environmental review phase of the I-605 CIP with an emphasis on safety and multimodal projects, with the understanding that all Alternatives may be subject to Vehicle Miles Traveled (VMT) mitigation analysis except Alternative 2.





# I-605 Corridor Deficiencies

The I-605 freeway was constructed in the 1960s and experiences chokepoints, congestion, and conflicts resulting from significant population and goods movement growth, and a lack of multimodal transportation options. Key deficiencies include:

- Safety and mobility challenges for the communities the freeway bisects, particularly at on/off-ramps and underpasses.
- Nonstandard weaving distances, impacting safety and capacity.
- Narrow or non-existent shoulders and lane widths.
- Short spacing between system and local interchanges, causing merging and weaving challenges.



I-605 Freeway Collisions (2012-2015)		
Freeway Route	Fatalities	Total Collisions
I-605	11	3,329
SR-60	11	1,771
I-10	5	2,387
I-105	1	375
I-5	1	990

Source: Caltrans Traffic Accident Surveillance and Analysis Systems (TASAS) Table B and TASAS Selective Accident Retrieval (TSAR) for a 3-year period. (protected by 23 USC §407)

- Predominant crash types include rear-end and sideswipe collisions caused by speeding, lane-changing activities, improper turns, and restricted geometry.

# Motion 42 Outcome

## Highway Investment

- Highway safety improvements
- Multimodal and complete Street Improvements
- TSM/TDM improvements

## Equity Platform

- Prior 2020 project proposed to acquire about 380 homes
- After 2020 project proposed to acquire zero homes
- Provide mobility options and access

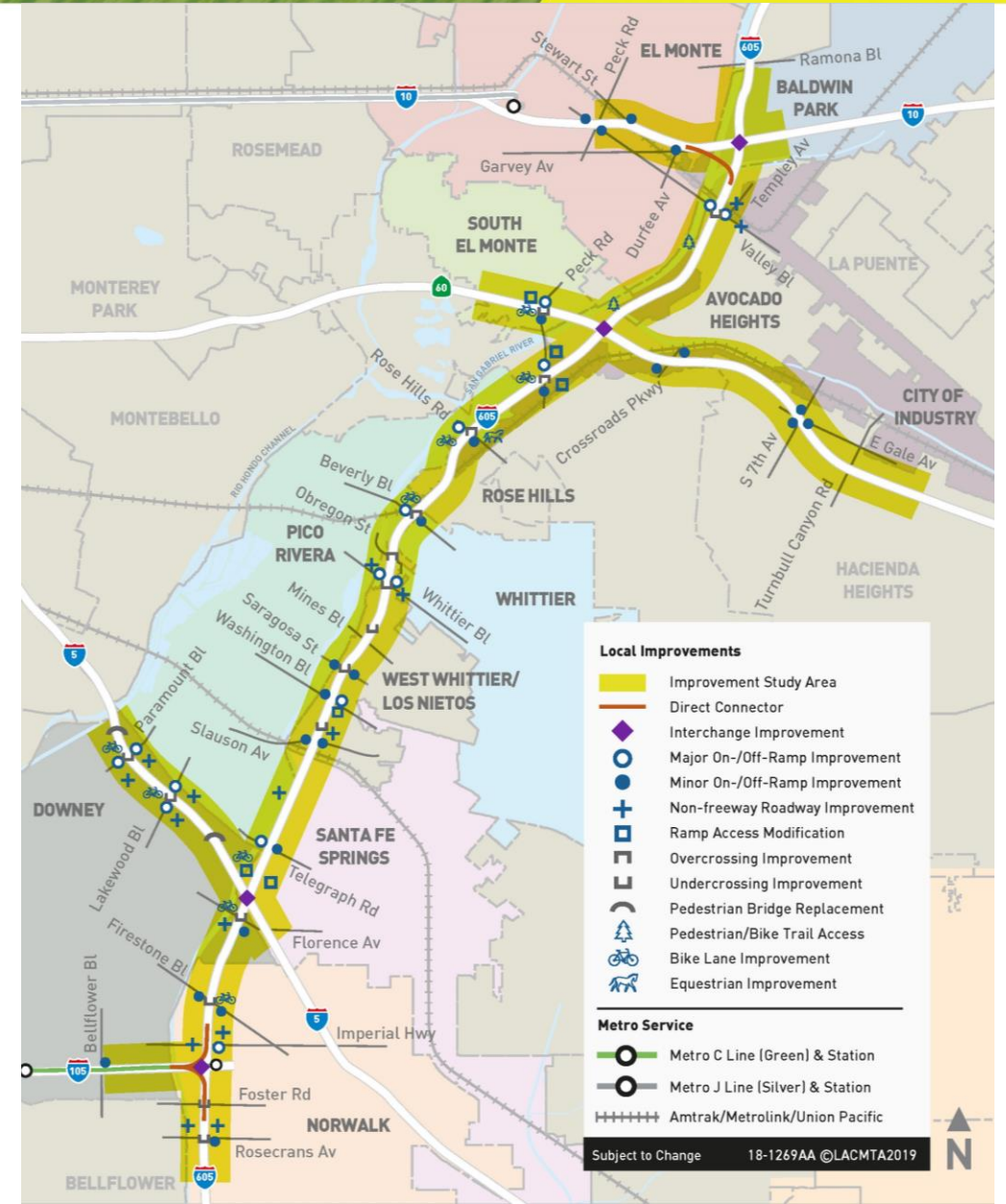
## State Initiatives

- Metro Objectives for Multimodal Highway Investments
- Caltrans Complete Streets Action Plan (2022)



# Project Alternatives

- Alternative 1: Existing conditions (No Build).
- Alternative 2: Convert existing HOV lanes into ExpressLanes, plus details below.
- Alternative 3: Convert the existing HOV lanes into ExpressLanes, add an additional ExpressLane in each direction, plus details below.
- Alternative 4: Maintain the existing HOV lanes, add a second HOV lane in each direction, plus details below.
- **All Build Alternatives (2, 3, 4):**
  - Incorporate multimodal TSM/TDM improvements.
  - Increase person throughput while avoiding residential displacements.
  - Address freeway, on/off ramp, and interchange safety improvements.
  - Improve multimodal transportation options.
  - Address pedestrian/bike/equestrian/trail improvements.
- Project alternatives may be advanced in full or through a phased approach as funding becomes available.





# Community Meeting Summary

Over 300 public comments were received during the meeting series. Key points raised in these comments include:

- Concerns regarding right-of-way (ROW) acquisitions, specifically details about partial and commercial property acquisitions
- Freeway noise concerns due to inadequate soundwall height
- Potential construction impacts on surrounding areas
- Safety concerns at the I-105 and Studebaker intersection, and other specific areas
- Bike lane safety issues
- Support for alternatives like carpool and High-Occupancy Toll (HOT) lanes without the need for acquisitions, freeway expansion, or increased congestion
- Suggestions for improvements that could benefit both local and highway traffic operations and speed
- Issues related to single-occupancy vehicle use in HOT lanes
- Queries on how to address induced demand and vehicle miles traveled (VMT)
- Recommendations to eliminate bottlenecks and consider climate change in planning



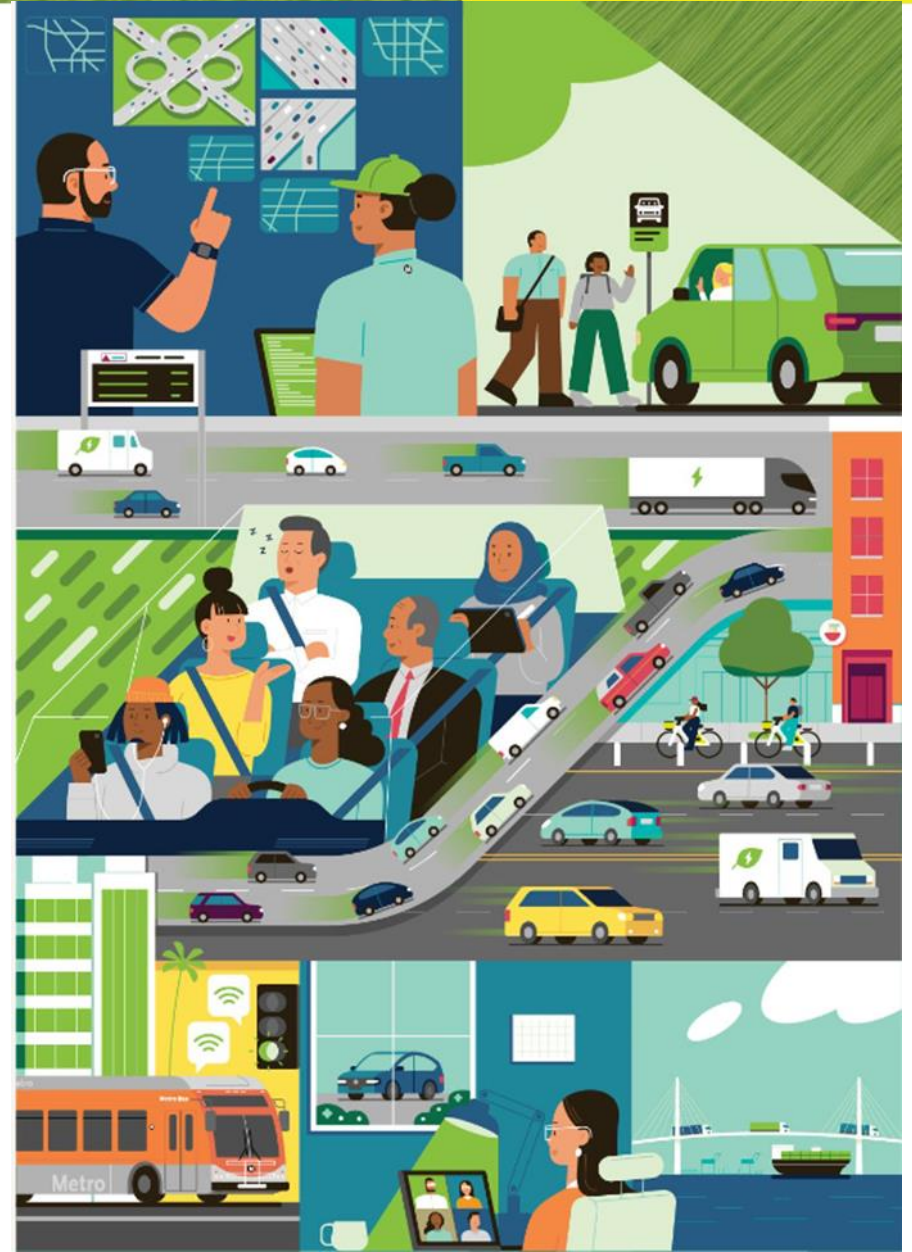
No	Date / Time	Location / Address	Sign-ins Collected		Questions / Comments
			Email / Mobile Phone	Attendees (Approx.)	
1.	Tuesday, July 09, 2024 6:00pm – 8:00 pm	The Arc, Reagan Banquet Center 9545 Washburn Rd Downey, CA 90242	33/30	63	16
2.	Wednesday, July 10, 2024 6:00pm – 8:00 pm	Pico Rivera Golf Club 3260 Fairway Dr Pico Rivera, CA 90660	26/26	51	36
3.	Thursday, July 11, 2024 5:30 pm – 7:30 pm	Lambert Park Auditorium 11431 McGirk Av El Monte, CA 91732	16/8	19	9
4.	Tuesday, July 16, 2024 12:00 pm – 1:30 pm	Zoom Webinar	84	94	89
5.	Thursday, July 18, 2024 6:00 pm – 8:00 pm	Cerritos College, Fine Arts Building 11110 Alondra Blvd Norwalk, CA 90650	19/8	22	21
6.	Thursday, August 29, 2024 6:00 pm – 8:00 pm	San Angelo Park 245 S San Angelo Av La Puente, CA 91746	41/18	58	31
<b>Total</b>			<b>219/90</b>	<b>307</b>	<b>202</b>

# Next Steps

Upon approval by the Board, staff will resume work on the environmental review phase of the retooled I-605 CIP, in accordance with Motion 42.

Upon reinitiation of the environmental process:

- Staff will develop an implementation plan and identify segments and priorities with independent utility that can be constructed
- Consult with Caltrans and the local jurisdictions.
- Staff will return to the Board for contract amendments as necessary.
- Continue to seek federal and state grant funds to support the improvements.
- Staff will report back to the Board at major milestones, as needed.







Board Report

File #: 2024-1018, File Type: Agreement

Agenda Number: 12.

PLANNING AND PROGRAMMING COMMITTEE  
JANUARY 15, 2025

**SUBJECT: EASTSIDE PHASE 2 TRANSIT CORRIDOR PROJECT - COOPERATIVE AGREEMENTS**

**ACTION: APPROVE RECOMMENDATION**

**RECOMMENDATION**

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

- A. EXECUTE a Cooperative Agreement (CA) with the City of Montebello for the Eastside Transit Corridor Phase 2 Project Corridor; and
- B. NEGOTIATE and execute as-needed agreements with other responsible stakeholder agencies, including the cooperative agreements with corridor cities (cities of Commerce, Pico Rivera, Santa Fe Springs, Whittier) and railroad operators.

**ISSUE**

The execution of the Cooperative Agreement (CA) and other agreements are key steps in the delivery of the Eastside Transit Corridor Phase 2 Project (Project). The completion of this Project will require extensive design reviews, utility coordination, and various approval processes, as well as obtaining permits for construction within each responsible stakeholder agency. The City of Montebello approved the CA for this project during their city council meeting on November 13, 2024. The Board’s approval to execute the CA acknowledges a commitment for Metro, the corridor cities involved, and other responsible agencies, such as Class I railroad operators, to collaborate in advancing and implementing the Project.

**BACKGROUND**

At its May 2024 meeting, the Board approved the full 9-mile Eastside Transit Corridor Phase 2 Project, with a 4.7-mile Initial Operating Segment (IOS) to Greenwood Station and a Maintenance and Storage Facility in the City of Montebello and certified the Final Environmental Impact Report (Final EIR) of this Project. The Board had previously directed staff to reinstate the NEPA environmental clearance process for the Initial Operating Segment (IOS) to pursue federal funding for the project’s IOS. Metro anticipates reinstating the NEPA clearance process in early 2025. The Project is a Measure R and Measure M project that is included in the 2020 Long Range

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Transportation Plan (LRTP) and the Southern California Association of Governments (SCAG) 2020-2045 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS). The Measure M Ordinance identifies \$3 billion (2015 \$) in Measure M and other local, state, and federal funding for the Project.

At its September 2024 meeting, the Board approved a contract modification to continue project design from 15% Advanced Conceptual Engineering to 30% Preliminary Engineering (PE) design for the 4.7-mile IOS to the Greenwood Station for this Project. This PE phase will advance the project design of complex components, such as twin-bored tunnels, cut and cover stations, cross passages, transition structures, a maintenance storage facility, etc. It also will include a geotechnical analysis of the underground alignment between the relocated Atlantic Station in East Los Angeles and the proposed Commerce Citadel Station in the City of Commerce and further design of conflicting utilities requiring relocation. The design review process involves the collaboration with corridor cities on the removal, replacement, restoration, alternative, reconstruction and relocation of all or a portion of city facilities to accommodate the Project and requires city participation in meetings as part of the ongoing Preliminary Engineering and through construction of the Project. Executing the CAs with the corridor cities is a key next step for the parties on the coordination process and utility relocations to ensure successful delivery of the Project and to demonstrate the level of support required by key stakeholder to pursue federal funding.

## **DISCUSSION**

Since early 2024, Metro has been working closely with the Washington Light Rail Transit Coalition cities to advance the Project including development of the terms and provisions of the CA. Metro held various working sessions in 2024 with the city managers or key staff from the Cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, and Whittier to discuss the terms of the CA and provide responses to Cities' comments. These were followed by various individual sessions with the Cities to further address specific comments. By signing the CA, both Metro and the Cities acknowledge the ESP2 Project as a high-priority public works project, providing Metro with expedited review and approval procedures in connection with design, design reviews, permitting, property acquisition, and other authority to be exercised by the Cities. The CA defines procedures, identifies roles and responsibilities, and allocates costs between Metro and the Cities for the Cities' portion of the ESP2 Project as it relates to design, construction, operation, and maintenance of the proposed extension of the light rail transit line.

Following are the key components of the Cooperative Agreement with the Washington Coalition corridor cities:

- Reimbursement of costs to the Cities for project-related work
- Duration of the agreement
- Cities and Metro representatives
- Basis and agreement on scope through Cities' jurisdiction
- Process and agreement on design review procedures and time periods for review and approval
- Basis of Design for Enabling Works

- Maintenance responsibilities of elements within Cities' jurisdiction

With the approval of the CA, all costs incurred by Cities' staff and their consultants for design review and permit coordination, among others, would be reimbursed by Metro through an annual plan authorization process specified in the CA. In doing so, Cities agree to waive all permit fees. The CA does not relieve Metro or its contractor(s) from the requirements of submitting all plans, documents, and reports for review and comment before obtaining the Cities' approval prior to the start of any construction activity within the public right-of-way.

In addition, the Project involves the design and construction of grade-separated crossings over or under freight railroads in the Cities of Commerce and Montebello. Metro has initiated design coordination and is developing cooperative agreements with two railroad companies, Burlington Northern Santa Fe (BNSF) Railway and Union Pacific Railroads (UPRR). Other agreements such as self-permitting and franchise agreements will be developed and negotiated separately due to the complexity of roles and responsibilities of those specific agreements.

The CA has been approved by City Council of Montebello on November 13, 2024. Metro will continue working with the other four corridor cities to finalize the agreements in early 2025. As CAs are approved by the remaining individual city councils (Commerce, Pico Rivera, Santa Fe Springs, Whittier), staff recommends the Board also authorizes the CEO or her designee to approve any additional agreements that may be needed for other responsible stakeholder agencies and any necessary future revisions and/or updates to the other agreements.

### **DETERMINATION OF SAFETY IMPACT**

Recommended actions will not affect the safety of Metro customers and/or employees because this Project is in the planning phase and no construction or operational safety impacts result from this Board Action.

### **FINANCIAL IMPACT**

The Project will be constructed in two Phases, including Phase 2A (4.7-mile IOS to the Montebello Greenwood Station) and Phase 2B (future E-Line Extension to Whittier). The Board's certification of the Project's final EIR and project approval in May 2024 represents Metro's commitment to the complete buildout of the Project. In addition, the Board's approval for the Preliminary Engineering (30% design) contract modification for the IOS in September 2024 allows staff to continue collaborating with the corridor cities on the cooperative agreements and advancing the design, right-of-way acquisition, and relocation process, and advance utility relocation work for the IOS. Staff will continue to update communities as part of the reinitiated NEPA clearance process and continue project design development.

#### **Impact to Budget**

Funding for this action comes from Measure R, 35% Transit Capital, Measure M funds, as well as state grant funds that have been awarded to the Project. The FY 2025 budget includes approximately \$9M in Cost Center 4310 (Mobility Corridors), Project 460232. Since this Project is a multi-year environmental planning process, the Cost Center Manager and Chief Planning Officer will be

responsible for budgeting in future years. These funds are not eligible for bus or rail operating expenses.

### **EQUITY PLATFORM**

Board's approval for the CA is consistent with the goals and objectives outlined in the Metro Equity Platform Framework that identified that the Project traverses through Equity Focus Communities (EFCs) along the eastern portion of Los Angeles County. The full project alignment traverses six (6) Equity-Focused Communities (EFC), which are in the Cities of Montebello, Commerce, Pico Rivera, Santa Fe Springs, Whittier, and unincorporated communities of East Los Angeles and West-Whittier-Los Nietos. There are 2,281 transit-dependent households along the project alignment and 1,828 transit-dependent households along the IOS. This Project will benefit these EFCs and other communities along the eastern portion of Los Angeles County by providing access to a reliable light rail system and filling a current gap in high-quality transit services. When the eventual build-out of the project occurs, communities along the corridor will have access to the Metro regional network providing residents with critical transit service to access greater employment, health, and educational opportunities that include, but are not limited to, Whittier College, East Los Angeles College, Citadel Outlets, Historic Whittier Boulevard retail, and Presbyterian Intercommunity Hospital.

The execution of the CA and other as-needed agreements with other responsible stakeholder agencies is essential to the successful and timely completion of this project, and subsequent benefits for project area communities.

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

The Project supports the following strategic plan goals identified in Vision 2028:

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

### **ALTERNATIVES CONSIDERED**

The Board may choose not to approve the recommendations, however, doing so may hinder Metro's delivery of this Measure M project according to the timeline outlined in the Expenditure Plan.

### **NEXT STEPS**

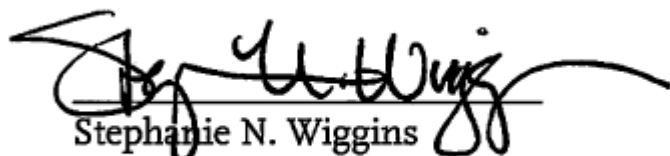
Upon Metro Board approval, the CEO or her designee will execute the CA between Metro and the City of Montebello. Staff will continue to work with other responsible stakeholder agencies (corridor cities and railroads) to develop agreements, annual work plans, and create a work order for payment.

### **ATTACHMENTS**

Attachment A - City of Montebello City Council Meeting Staff Report (November 13, 2024)

Prepared by: Cassie Truong, Senior Transportation Planner, (213) 922-3489  
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Jill Liu, Senior Director, Countywide Planning & Development (213) 922-7220  
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Reviewed by: Ray Sosa, Chief Planning Officer, (213) 547-4274  
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Stephanie N. Wiggins  
Chief Executive Officer



**ITEM # 15**

**CITY OF MONTEBELLO  
CITY COUNCIL AGENDA STAFF REPORT**

**TO:** Honorable Mayor and City Council Members

**FROM:** Raul Alvarez, City Manager

**BY:** Cesar Roldan, Director of Public Works

**SUBJECT:** **APPROVE RESOLUTION NO. 24-84 EASTSIDE TRANSIT CORRIDOR PHASE 2 PROJECT (“ESP2 PROJECT”) COOPERATIVE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (“LACMTA”)**

**DATE:** November 13, 2024

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**RECOMMENDATIONS:**

**It is recommended that the City Council:**

1. Adopt Resolution No. 24-84, approving the cooperative agreement (MCA) by and between the City of Montebello (City) and LACMTA related to the ESP2 Project; and
2. Authorize the City Manager to execute the cooperative agreement; and
3. Take such additional, related action that may be desirable.

**FISCAL IMPACT:**

There is no fiscal impact associated with the execution of this specific agreement. LACMTA Measure “M” guidelines reflect provisions adopted by the LACMTA Board (including Motion 14.2 (1026-0451) passed on May 26, 2016) that allow for local jurisdictions, through an agreement with LACMTA, to meet all or portion of their 3% Contribution obligation through first/last mile investments (known as the 3% Local Funding Contribution Credit”). This MCA does not address, and is not intended to address, any terms and conditions with respect to any 3% Contribution for the ESP2 Project by the City nor any 3% Local Funding Contribution Credit for first/last mile investments. Any terms related to the City’s 3% Contribution, 3% Local Funding Contribution Credit, or any other in-kind contributions, will be discussed, negotiated, and agreed by LACMTA and the City under a separate agreement.

**BACKGROUND/DISCUSSION:**

The ESP2 Project intends to expand the Metro E Line, a light rail transit line, from its current terminus at the Atlantic Station in the unincorporated community of East Los Angeles to the City of Whittier. The approximate 9-mile extension will run through the Gateway Cities subregion of Los Angeles, including through the cities of Commerce, Montebello, Santa Fe Springs, Pico Rivera, Whittier, and unincorporated communities of East Los Angeles and West Whittier-Los Nietos.

Funded in large part by Measure M, the ESP2 Project requires local jurisdictions to pay three percent (3%) of the total project cost of the Measure M rail project (known as the “3% Contribution”). It should be noted that the MCA presented to the City Council for consideration is not intended to address the City’s 3% Contribution nor meant to address any other in-kind contribution at this time. Further discussions and negotiations with LACMTA regarding the City’s financial contributions is expected to take place within the next 18-24 months. Rather, the intent of the MCA is to identify the rights and responsibilities of each of the local participating agencies and LACMTA with respect to the design, construction, operation, and maintenance of the EPS2 Project. The MCA also addresses the allocation of costs and the procedures for the City to be reimbursed for conducting design reviews and construction support services.

Construction for the initial phase of the ESP2 Project is scheduled to begin in 2029. Once fully completed, the project will increase mobility operations for the local participating cities. If approved by the City Council, the MCA is then expected to be presented to the LACMA Board of Directors at the end of 2024.

**ENVIRONMENTAL:**

LACMTA is the lead agency for the ESP2 Project. On May 23, 2024, LACMTA’s Board of Directors approved the certification of the Final Environmental Impact Report (EIR) for the EPS2 Project in accordance with the California Environmental Quality Act (CEQA). The LACMTA Board’s approval finalizes the EIR for the two-phased project. A copy of the EIR, along with other planning and environmental records can be located on LACMTA’s website: <https://boardagendas.metro.net/board-report/2024-0190/>

In February 2022, the LACMTA Board directed its staff to reinstate the National Environmental Policy Act (NEPA) process for federal environmental clearance which will enable LACMTA to seek federal funding opportunities for the project.

**ANALYSIS:**

N/A

**SUMMARY:**

Staff recommend the City Council adopt Resolution No. 24-84 to approve the MCA by and between the City and LACMTA related to the ESP2 Project; authorize the City Manager to execute the MCA on the City’s behalf; and take any additional steps



**CITY COUNCIL AGENDA REPORT - MEETING OF NOVEMBER 13, 2024**

Page 3 of 3

reasonably necessary to finalize the MCA in a form approved by the City Attorney.

**ATTACHMENT(S)**

1. Attachment A - Resolution No. 24-84 ESP2 MCA Approval
2. Attachment B - ESP2 - Cooperative Agreement - City of Montebello - Execution Version

**RESOLUTION NO. 24-84**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MONTEBELLO, CALIFORNIA, APPROVING THE EASTSIDE TRANSIT CORRIDOR PHASE 2 PROJECT COOPERATIVE AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (“LACMTA”)**

**RECITALS**

**WHEREAS**, largely funded by Measure M, the City of Montebello (“City”) is a local jurisdiction participating in the approximate 9-mile expansion of LACMTA’s Metro E Line, a light rail transit line, from its current terminus at the Atlantic Station in the unincorporated community of East Los Angeles, through various cities, including the City, and ending in the City of Whittier (known as the “ESP2 Project”); and

**WHEREAS**, as a local jurisdiction participating in the ESP2 Project, the City has been presented with a cooperative agreement with LACMTA, which addresses the City’s portion of the design, construction, operation, and maintenance of the ESP2 Project; and

**WHEREAS**, the cooperative agreement is not intended to address the City’s funding contribution, which shall be discussed, negotiated, and memorialized in a further agreement to be considered by the City Council at a later time; and

**WHEREAS**, once fully completed, the ESP2 Project will increase mobility operations for the local participating cities, including the cities of Commerce, Montebello, Santa Fe Springs, Pico Rivera, Whittier, and unincorporated communities of East Los Angeles and West Whittier- Los Nietos; and

**WHEREAS**, if approved by the City, the MCA will be presented to LACMTA’s Board of Directors at the end of 2024.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MONTEBELLO DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:**

**SECTION 1.** The City Council of the City of Montebello hereby finds and declares that the foregoing recitals are true and correct and incorporates them herein as findings and as a substantive part of this Resolution.

**SECTION 2.** The Cooperative Agreement for the Design and Construction of the Eastside Transit Corridor Phase 1 Project by and between the City of Montebello and the Los Angeles County Metropolitan Transportation Authority (the “MCA”) is hereby approved.

**SECTION 3.** The Mayor is hereby authorized to execute this Resolution for and on behalf of the City of Montebello.

**SECTION 4.** The City Manager is hereby authorized to execute the MCA for and on behalf of the City of Montebello and take any additional steps reasonably necessary to finalize the MCA in a form approved by the City Attorney.

**SECTION 5.** This Resolution shall take full force and effect immediately upon adoption by the City Council.

**APPROVED AND ADOPTED THIS 13<sup>TH</sup> DAY OF NOVEMBER 2024.**

\_\_\_\_\_  
Scarlet Peralta, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher Jimenez, City Clerk

\_\_\_\_\_  
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES    )    SS:  
CITY OF MONTEBELLO         )

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 24-84 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 13<sup>th</sup> day of November 2024 and that said Resolution was adopted by the following vote, to-wit:

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Christopher Jimenez, City Clerk

**COOPERATIVE AGREEMENT FOR THE DESIGN AND  
CONSTRUCTION OF THE EASTSIDE TRANSIT CORRIDOR PHASE 2  
PROJECT**

**BETWEEN**

**THE CITY OF MONTEBELLO**

**AND**

**THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**

\_\_\_\_\_ **2024**

**EFFECTIVE DATE**

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This Agreement is entered into by and between the City of Montebello ("**City**"), and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**").

**RECITALS**

- (A) LACMTA proposes to develop and open an extension of the Metro E (Gold) Line light rail transit line known as the Eastside Transit Corridor Phase 2 Project (as further defined in Section 11.1 (Definitions), "**ESP2 Project**"). The ESP2 Project is an approximately 9-mile light rail transit extension from the existing Metro E (Gold) Line serving the cities and communities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, Whittier, and unincorporated East Los Angeles and West Whittier-Los Nietos. At the December 2022 Board meeting, the Board approved a 4.6-mile initial operating segment extending the E-Line to Greenwood Station as the locally preferred alternative ("LPA"). The LPA includes design options for Atlantic/Pomona (open underground station) and Greenwood Station (at-grade) and a maintenance and storage facility located in the City of Montebello.
- (B) The ESP2 Project will serve various cities and communities including the City and the City intends, by this Agreement, to facilitate the development and implementation of the City Portion of the ESP2 Project.
- (C) This Agreement does not address, and is not intended to address any terms and conditions with respect to any first/last mile projects. Any terms and conditions with respect to any first/last mile projects will be discussed, negotiated and agreed by LACMTA and the City under a separate agreement.
- (D) The Measure M ordinance requires local jurisdictions to pay three percent of the total project cost of a major Measure M rail project (known as the "**3% Contribution**"). The Measure M guidelines reflect provisions adopted by the LACMTA Board (including Motion 14.2 (2016-0451) passed on May 26, 2016) that allow for local jurisdictions, through an agreement with LACMTA, to meet all or a portion of their three-percent local contribution obligation through first/last mile investments (such portion being the "**3% Local Funding Contribution Credit**"). This Agreement does not address, and is not intended to address any terms and conditions with respect to any 3% Contribution for the ESP2 Project by the City nor any 3% Local Funding Contribution Credit for first/last mile investments. Any terms and conditions with respect to any 3% Contribution for the ESP2 Project, including any terms relating to any 3% Local Funding Contribution Credit or other in-kind contributions, will be discussed, negotiated and agreed by LACMTA and the City under separate agreements.
- (E) This Agreement does not address and is not intended to address any terms and conditions with respect to the LACMTA Board's Land Bank Pilot Partnership with Los Angeles County Motion (June 2022 and any other relevant dates). Any City participation in, and the terms and conditions with respect to any City participation in, any such programs and initiatives will be discussed, negotiated and agreed by responsible parties under a separate agreement.
- (F) LACMTA and the City wish to enter into this Agreement in order to identify the rights and obligations between the Parties in connection with the development and implementation of the ESP2 Project.

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

**ARTICLE 1. SCOPE AND DURATION**

**1.1 Scope of Agreement**

- (a) The City has acknowledged the ESP2 Project as a high-priority public works project and has agreed to provide LACMTA with expedited review and approval procedures in connection with design, design reviews, permitting, property acquisition, and other authority to be exercised by the City relating to the ESP2 Project. The Parties acknowledge that this Agreement is being entered into while the environmental review and approval process is ongoing and the Final Environmental Documents are being prepared. The signing of this Agreement by the City does not prejudice its right to participate in the environmental review and approval process nor does it predetermine the outcome of that process.



- (b) The Parties have entered into this Agreement to:
  - (i) acknowledge the intended scope, schedule and site for the ESP2 Project as set out in EXHIBIT 1 (Project Description), EXHIBIT 2 (Project Phases and Project Schedule) and EXHIBIT 3 (Project Site) respectively; and
  - (ii) define the applicable procedures, manage the interfaces and regulate the roles and responsibilities and allocation of Costs between LACMTA and the City, with respect to the Design, Construction, operation, and maintenance of the ESP2 Project as it relates to the City Portion and any Rearrangements.
- (c) As of the date of this Agreement, the contracting and procurement plan for the ESP2 Project is under development by LACMTA. LACMTA may procure the Design, Construction, operation, and maintenance of the ESP2 Project, including the City Portion, under multiple procurements and contract packages, utilizing any delivery method, and may self-perform parts of the Design, Construction, operation, and maintenance of the ESP2 Project, including the City Portion.
- (d) The City acknowledges and agrees that LACMTA may: (i) engage LACMTA Contractors to carry out the Design, Construction, operation and/or maintenance work with respect to the City Portion including the Design and/or Construction of Rearrangements; and (ii) in each LACMTA Contract, require the applicable LACMTA Contractor to comply with LACMTA obligations under this Agreement provided that nothing in this Agreement will create any contractual relationship between the City 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 the City toward any LACMTA Contractor.
- (e) The City acknowledges that as of the date of this Agreement, the ESP2 Project is currently in the Planning and Advanced Conceptual Engineering Phase and LACMTA may elect: (i) not to proceed with the ESP2 Project; or (ii) to amend the scope of the ESP2 Project, each in its sole discretion.
- (f) LACMTA shall promptly notify the City of: (i) its contracting and procurement plan, once determined; and (ii) any changes to the scope of the ESP2 Project, in each case to the extent that such plan or changes have or are reasonably likely to have an impact on the scope, schedule or roles and responsibilities for the City Portion or the provisions and procedures set out under this Agreement. The Parties shall use good faith efforts to agree to any amendments or supplements to this Agreement necessary as a result of any such plan or change notified by LACMTA to the City.

## 1.2 Duration of Agreement

This Agreement (and all of the rights and obligations under this Agreement) will come into effect on the Effective Date and continue until the first day on which passenger service on the ESP2 Project commences for the City Portion, unless terminated earlier in accordance with the provisions of this Agreement or extended in accordance with Article 6 (Operation and Maintenance).

## ARTICLE 2. GENERAL OBLIGATIONS

### 2.1 Governance

- (a) The roles and responsibilities of the City and LACMTA are set out in EXHIBIT 4 (Roles and Responsibilities) and the Parties agree to utilize the issue resolution ladder and decision-making protocols set out in EXHIBIT 4 (Roles and Responsibilities) in implementing this Agreement.
- (b) The City and LACMTA shall each designate a City Representative and LACMTA Representative, respectively. EXHIBIT 4 (Roles and Responsibilities) provides initial designations. Either Party may change its designated representative by providing seven Days' prior Notice to the other Party.

- (c) The City acknowledges and agrees that any individual assigned by the City to provide support and/or services for the ESP2 Project must attend an LACMTA training session on the terms and conditions of this Agreement prior to performing any work under this Agreement. The participation of City personnel in training under this Section 2.1 is eligible for reimbursement under Section 2.2 (Annual Work Plan), Section 2.3 (Work Orders) and Section 7.1 (Reimbursements to the City).
- (d) Where a meeting of multiple cities involved in the ESP2 Project may be helpful due to issues, or potential issues, and/or solutions that impact multiple cities or to give an update on the overall status or progress on the ESP2 Project, LACMTA may invite the City to attend meetings together with other cities impacted by the ESP2 Project. On LACMTA's written request, the City shall ensure the attendance (in-person or via videoconference or teleconference) of the City Representative (or a delegate) at any such meeting.
- (e) LACMTA may convene Project Meetings in relation to the ESP2 Project or particular aspects of the ESP2 Project for the purposes of providing a non-binding forum for LACMTA, LACMTA Contractors and other attendees to monitor the progress of the ESP2 Project, to consider issues or potential issues, and to present, understand and discuss proposed solutions with respect to the ESP2 Project. On LACMTA's written request, the City shall ensure the attendance (in person or via videoconference or teleconference) of the City Representative (or a delegate) at any Project Meeting held with respect to the City Portion during normal business hours and upon reasonable notice. The purpose of inviting the City to participate in Project Meetings is to create greater transparency about the status of the ESP2 Project, to discuss potential/issues or concerns involving the City, and to explore solutions to those issues or concerns. Any Project Meeting attended by the City Representative (or a delegate) is consultative and advisory only, and nothing that occurs during any such Project Meeting and no information that is presented during any such Project Meeting will:
  - (i) affect the rights or obligations of either Party under this Agreement;
  - (ii) entitle a Party to make any claim against the other;
  - (iii) relieve a Party from, or alter or affect, a Party's liabilities or responsibilities whether under this Agreement or otherwise according to Applicable Law; or
  - (iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law.

Any amendments to the terms of this Agreement discussed during a Project Meeting must be formalized and documented in accordance with the terms of this Agreement to take effect as a contractual obligation. If the City believes that any proposed actions discussed by LACMTA or an LACMTA Contractor during a Project Meeting conflict with the terms of this Agreement, the City shall send a Notice to LACMTA to outline the conflict and the Parties shall address the conflict in accordance with Part C (Issue Resolution Ladder and Decision-Making Protocols) of EXHIBIT 4 (Roles and Responsibilities).

**2.2 Annual Work Plan**

- (a) LACMTA and the City will cooperate to develop an agreed Annual Work Plan for each LACMTA Fiscal Year during the Term, in accordance with the following provisions:
  - (i) not later than July 31 of each LACMTA Fiscal Year during the Term (or in the case of the first partial LACMTA Fiscal Year during the Term, no later than 30 Days after the date of this Agreement), LACMTA shall provide to the City, Preliminary Projections of anticipated scope activities for the upcoming LACMTA Fiscal Year;
  - (ii) within 30 Days after the City's receipt of the Preliminary Projections, the City shall submit a preliminary annual work plan to LACMTA for the next LACMTA Fiscal Year, which will include an estimate of the Costs for the anticipated work for which the City is eligible for

reimbursement, and the personnel resources (including any City Contractor) anticipated to be required to perform the anticipated work. This will include discussions of the ESP2 Project specific training as referenced in Section 2.1 (Governance).

- (iii) within 15 Days after LACMTA receives the preliminary annual work plan from the City, the City and LACMTA will schedule a meeting to review the preliminary work plan and negotiate in good faith such issues as are necessary. This meeting will include discussions of any additional consultant resources that may be engaged through the use of City Contractors to mitigate the risk of delay in performing the work plan and ensure that the City has sufficient access to any specialized resources required to perform the anticipated work for the ESP2 Project;
  - (iv) not later than February 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the ESP2 Project, no later than 60 Days following receipt of the preliminary annual work plan submitted by the City), LACMTA shall deliver to the City, updated information regarding the scope of activities and services for the upcoming LACMTA Fiscal Year for the ESP2 Project;
  - (v) not later than March 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the ESP2 Project, no later than 30 Days following receipt of the updated information regarding the scope of activities and services from LACMTA), the City shall submit a Form 60 to LACMTA for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 2.3 (Work Orders);
  - (vi) not later than April 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the ESP2 Project, no later than 30 Days following receipt of the applicable Form 60 from the City under Section 2.2(a)(v)), the Parties shall negotiate in good faith and agree (subject to LACMTA Board approval where applicable) to each Form 60 submitted by the City under Section 2.2(a)(v) for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 2.3 (Work Orders); and
  - (vii) not later than June 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the ESP2 Project, no later than 60 Days following conditional agreement under Section 2.2(a)(vi)), LACMTA will obtain any and all Board approvals required and authorize and issue the Work Order for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 2.3 (Work Orders). Authorization of such Work Order will be deemed as agreement of the Annual Work Plan for the ESP2 Project for the upcoming LACMTA Fiscal Year.
- (b) This Section 2.2 does not limit the ability of the Parties to agree to additional Work Orders during the applicable LACMTA Fiscal Year with respect to any work, activities or services required to be performed by the City under this Agreement that were not anticipated under the Annual Work Plan and not already authorized through a Work Order.
  - (c) The services performed by the City in preparing Annual Work Plans under the provisions of this Section 2.2, are eligible for reimbursement under this Section 2.2, Section 2.3 (Work Orders) and Section 7.1 (Reimbursements to the City).

**2.3 Work Orders**

- (a) If the City is required to perform work and/or provide support and/or services under the provisions of this Agreement or LACMTA requests that the City perform work and/or provide support and/or services under the provisions of this Agreement, whether under the Annual Work Plan procedures or otherwise, the City shall submit a Form 60 to LACMTA to estimate the total effort and Costs for which the City shall require reimbursement with respect to the scope of work under such Annual Work Plan or other specific scope of work (as applicable).

- (b) If LACMTA approves a Form 60 submitted by the City under Section 2.3(a) without requiring any changes or additions, LACMTA will issue a signed Work Order to the City for the agreed upon Annual Work Plan or specific scope of work (as applicable). Following receipt of a signed Work Order, the City must promptly commence the work authorized under such Work Order.
- (c) Each Work Order issued by LACMTA to the City in accordance with this Agreement shall specify the work authorized to be performed, any materials or equipment to be acquired, and the amount of money that the City will be reimbursed for the authorized work as agreed under the applicable Form 60. In the case of a Work Order under which the City is to perform the Design and/or Construction of a Rearrangement or for City-Performed Project Work, the Work Order will also specify the schedule, including the estimated start and finish dates for the authorized work.
- (d) If LACMTA requests changes or additions (including any additional or supplemental provisions) to a Form 60 submitted by the City prior to issuing a Work Order, the Parties shall negotiate such changes or additions in good faith. Upon the Parties' agreement on any such changes or additions (and any necessary City council or LACMTA Board approval for such changes or additions), LACMTA will issue a Work Order to the City for the applicable Annual Work Plan or specific scope of work (as applicable), with the agreed changes or additions and, following receipt of such Work Order, the City must, within ten Days of issuance by LACMTA, accept any agreed changes or additions to the applicable Form 60 by counter-signing the Work Order or otherwise by written acceptance by the City Representative, in each case followed by the prompt commencement of the services and work authorized under the Work Order. If the City fails to accept the Work Order within ten Days, the Work Order will be deemed to be accepted by the City. Nothing in this Section 2.3(d) shall prohibit LACMTA from approving a Form 60 under Section 2.3(b) in part and authorizing the City to commence the approved part of the scope of work.
- (e) The City shall not be authorized to do any work and shall not be paid, credited or reimbursed for costs or expenses associated with any work performed in connection with the ESP2 Project or otherwise under the provisions of this Agreement, that is not expressly authorized by a Work Order, as may be amended pursuant to Section 2.3(f).
- (f) Except in the case of a change required in response to an emergency, the City may submit proposed changes to a Work Order in writing to LACMTA for Approval. LACMTA shall not unreasonably withhold or delay such Approval. If approved, the City may perform the work in accordance with the authorized change. In the case of a change due to an emergency, the notification may be given orally, but must be confirmed in writing to LACMTA within three Days of commencement of any emergency work.
- (g) LACMTA may terminate any Work Order at any time at its sole discretion, provided that the City will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.
- (h) The City shall 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 exceed 110% of the previously estimated Costs;  
or
  - (iii) that the estimated finish date will be later than the date stated in the Work Order,and shall request an amendment to such Work Order pursuant to Section 2.3(f).

#### 2.4 Project Schedule

- (a) The City agrees to cooperate and coordinate with LACMTA in accordance with the provisions of this Agreement for LACMTA to achieve the Project Schedule and, subject to LACMTA agreeing to the reimbursement of the Cost of the applicable resources in accordance with Sections 2.3 (Work Orders)

and 7.1 (Reimbursements to the City), to allocate sufficient staff and other resources necessary to provide the level of service required to perform the scope of work in accordance with the work schedules, review periods and timelines identified in this Agreement and any Work Orders. If the City determines that, notwithstanding its compliance with its obligations under this Section 2.4(a), additional personnel or other resources (including through the use of City Contractors) are required to mitigate the risk of delay in performing the scope of work within the defined schedule, the City may submit a proposed change to a Work Order in accordance with Section 2.3(f) (Work Orders).

- (b) To the extent the City fails to carry out any work or obligations for which it is responsible under the provisions of this Agreement and/or any Work Order in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order, and such failure is attributable to the City, then, to the extent such delay directly causes: (i) LACMTA to incur additional Costs; or (ii) a delay to the ESP2 Project, the City must reimburse LACMTA for all actual and documented Costs and expenses incurred or arising out of such delay. The City shall pay such Costs to LACMTA within 90 Days of receiving an invoice from LACMTA. If the Parties agree, LACMTA may deduct the amount due from the City to LACMTA pursuant to this Section 2.4(b) from payment due to the City.
- (c) Without limiting any other rights under this Section 2.4, if the City fails to carry out any work or obligations for which it is responsible under the provisions of this Agreement in accordance with the work schedules, review periods and timelines identified in this Agreement and the applicable Work Order (in each case, as may be extended under Section 2.4(d)), LACMTA (or a LACMTA Contractor) will issue a Notice to the City referencing the relevant work or obligation (including any anticipated delay and cost impacts to the ESP2 Project) and requesting the City's immediate attention (or, if the Project Schedule allows without causing LACMTA to incur additional costs or a delay to the ESP2 Project, providing an extension of time) and if the delay remains unresolved, LACMTA shall escalate the delay utilizing the issue resolution ladder set out in EXHIBIT 4 (Roles and Responsibilities). Where the delayed obligation relates to Design or Construction work that the City has agreed to perform under the terms of this Agreement or where LACMTA reasonably determines that the City will be unable to timely complete any Design or Construction work that the City has agreed to perform under the terms of this Agreement, LACMTA may by a Notice to the City, suspend the affected element of the City's work and LACMTA may perform the remaining work. If LACMTA takes over work in accordance with this Section 2.4(c), the City shall cooperate and assist LACMTA (or LACMTA Contractor) with the transfer of such work to LACMTA (or LACMTA Contractor) in accordance with the provisions of this Agreement.
- (d) To the extent:
  - (i) 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; or
  - (ii) the rejection by LACMTA of a reasonable request by the City for additional resources under Section 2.4(a),

results in a delay to the performance of the City's work under a Work Order, the City will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under the provisions of the applicable Work Order (including, where the City is performing Design or Construction work, any Costs associated with such delay).

## 2.5 Permits

- (a) The Parties acknowledge that pursuant to Applicable Law, LACMTA is not subject to zoning, building or design review, or construction permitting ordinances of the City when constructing the City Portion.
- (b) Without prejudice to Section 2.5(a) or the requirements set out in EXHIBIT 8 (Construction Requirements):

- (i) the City will issue a blanket Permit Notification to cover the City Portion;
  - (ii) for those permits and fees set out in the Permit Notification, the City will not exercise or otherwise attempt to assert permitting authority over, and will not require the payment of fees or the posting of bonds for or insurance by LACMTA or any LACMTA Contractor for any work contemplated in the City Portion or otherwise under the provisions of this Agreement;
  - (iii) any processing procedures or timelines specified in the Permit Notification will be aligned with the procedures and timelines specified in this Agreement and will otherwise be streamlined as necessary to assist in the timely delivery of the City Portion in accordance with the Project Schedule; and
  - (iv) except for Cost reimbursement expressly provided under a Work Order, the City waives the payment of any permit costs for permits identified in the Permit Notification.
- (c) To the extent any conflicts exist or arise between the provisions of the Permit Notification and the provisions of this Agreement, the provisions of this Agreement shall govern.
  - (d) If requested by LACMTA, the City will provide reasonable assistance to LACMTA and LACMTA Contractors in relation to any application by LACMTA or an LACMTA Contractor for a Governmental Approval or other Governmental Entity or third-party approval relating to or arising from, the Design, Construction, operation or maintenance of the City Portion.
  - (e) Without prejudice to the generality of Section 2.5(d), the City acknowledges and agrees that unless otherwise agreed between LACMTA and the City, LACMTA may prepare for submission to the CPUC, plans and applications for the establishment of street and pedestrian crossings with LACMTA's rail transit tracks, the subsequent maintenance or alteration and the operation, subject to concurrence by the City (which concurrence may not be unreasonably delayed or withheld). To the extent required by Applicable Law, the state fire marshal and the City fire department shall review such plans and specifications and perform inspections as needed throughout the Design and Construction of the City Portion.

**2.6 Coordination of Work**

- (a) Except in the case of Adjacent Work required as a result of an emergency (which notification and coordination shall occur within three Days following the occurrence of the emergency), the City will promptly (and in any case no later than 30 Days) notify LACMTA upon becoming aware of any proposed or planned Adjacent Work and will take all reasonable actions within its powers, to coordinate the Design and performance of any Adjacent Work with LACMTA so that such Adjacent Work shall not pose a safety hazard, or interfere with, disrupt or delay the Design, Construction, operation or maintenance of, or threaten the structural integrity of the City Portion. Such actions shall include:
  - (i) complying with the provisions of this Section 2.6 and LACMTA's standard procedures for Adjacent Work;
  - (ii) providing to LACMTA the scope of work and estimated start and finish dates for the Adjacent Work;
  - (iii) to the extent requested by LACMTA, delivering copies of designs and plans for the Adjacent Work to LACMTA and giving LACMTA the right to review, comment on the final plans and designs and plans for the Adjacent Work; and
  - (iv) coordinating the Adjacent Work or suspending the Adjacent Work or the relevant part of the Adjacent Work (as applicable).

- (b) The City will (and will take all reasonable actions within its powers to ensure that any City Contractor or third party performing any Adjacent Work, City Construction Work or City Maintenance Work 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 coordination meetings upon reasonable request; and
    - (B) providing interface data reasonably requested by LACMTA or the LACMTA Contractors and necessary to complete interface coordination;
  - (ii) perform the Adjacent Work, City Construction Work or City Maintenance Work (as applicable) so as to minimize any interference with or disruption or delay to construction, operation or maintenance of the City Portion or any other part of the ESP2 Project;
  - (iii) comply with LACMTA's or the 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 Adjacent Work, City Construction Work or City Maintenance Work (as applicable) that may interfere with, disrupt, delay or otherwise have an adverse effect on the City Portion or any other part of the ESP2 Project.

**2.7 Utility Adjustments**

- (a) In accordance with Section 1.1 (Scope of Agreement), the Parties will cooperate and coordinate in performing the steps necessary to ensure that applicable Utility owners implement the Utility Adjustments necessary to address Utility Conflicts that will impact the City Portion of the ESP2 Project, including LACMTA and the City each exchanging information, participating in coordination meetings, coordinating in the issuance of Notices to Utility owners requesting a Utility Adjustment, and performing the other steps and activities set out in EXHIBIT 5 (Utility Adjustment Procedures).
- (b) The Parties shall cooperate and coordinate in executing the necessary documents for each step set out in EXHIBIT 5 (Utility Adjustment Procedures).
- (c) The services performed by the City under the provisions of this Section 2.7, are eligible for reimbursement under Sections 2.2 (Annual Work Plan), 2.3 (Work Orders) and 7.1 (Reimbursements to the City).

**2.8 Governmental and Lender Requirements**

If the ESP2 Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, the Federal Transit Administration, other federal, state and local Governmental Entities, and/or financial institutions providing grants, funding or financing, the Parties will comply with any prescribed governmental and lender requirements set out in a Work Order or otherwise under the applicable grant, funding or financing agreements notified to the City.

**2.9 Access**

If, prior to LACMTA's scheduled start of Construction in a part of the City Portion, any Rearrangement is necessary to eliminate a conflict, the City may grant to LACMTA and/or its designee sufficient rights, as necessary, to allow LACMTA to proceed with investigation of existing conditions and the Construction of that part of the City Portion in accordance with the Project Schedule; provided, however, that such grant does not unreasonably and adversely interfere with the provision of City's services to the public, or affect public health and safety; and provided further, that the City is permitted under Applicable Law to grant such right.

**2.10 Early Involvement**



## EXECUTION VERSION

- (a) The Parties will cooperate and coordinate during the Planning and Advanced Conceptual Engineering Phase, including performing all steps and activities set out in EXHIBIT 13 (Early Involvement).
- (b) To commence the Early Involvement Procedures, LACMTA shall deliver a Notice to the City inviting the City to an initial meeting as set out in Part A (Early Involvement Procedures) of EXHIBIT 13 (Early Involvement). Such Notice will include a target date for documenting the Project Definition, LACMTA's anticipated date for issuance of Procurement Documents for the ESP2 Project, and any updates to the ESP2 Project description, Project Schedule, phasing, and other information set out in EXHIBIT 1 (Project Description), EXHIBIT 2 (Project Phases and Project Schedule), and EXHIBIT 3 (Project Site), or otherwise previously notified to the City by LACMTA.
- (c) The purpose of the Early Involvement Procedures is to:
  - (i) identify and define the applicable City Standards and other criteria under the Basis of Design for any Rearrangements (with respect to the criteria for the scope elements listed under Part A (Early Involvement Procedures) of EXHIBIT 13 (Early Involvement) as part of establishing the Project Definition, thereby:
    - (A) provide agreed parameters for Design reviews performed by the City under this Agreement, and minimize the risk of delays, change orders and other unforeseen Costs after award; and
    - (B) provide the City with the opportunity to identify, notify and agree to the applicable City Standards and other criteria under the Basis of Design for any Rearrangements as contemplated in the exclusions listed in sub-paragraphs (ii) and (iii) of the definition of "Betterment", and therefore to minimize the risk of Betterments arising under paragraph (b) of the definition of "Betterment";
  - (ii) identify Utility Adjustments arising from the City Portion and enable the Parties to plan for and commence the procedures set out under Section 2.7 (Utility Adjustments);
  - (iii) inform the City of the anticipated Project Schedule, and enable the Parties to plan for resource needs during the Design Phase and Construction Phase to minimize the risk of delays; and
  - (iv) identify, plan for, and coordinate anticipated Adjacent Work in accordance with Section 2.6 (Coordination of Work).
- (d) The Parties will finalize and agree to the Project Definition (including the Basis of Design) prior to the end of the Planning and Advanced Conceptual Engineering Phase of the ESP2 Project in accordance with Part A (Early Involvement Procedures) of EXHIBIT 13 (Early Involvement) and in any case prior to issuance of the Procurement Documents for the Design of the Rearrangements provided that:
  - (i) if any matters remain outstanding at the end of the Planning and Advanced Conceptual Engineering Phase or 30 Days prior to the scheduled issuance of the Procurement Documents for the Design of the Rearrangements (whichever is earlier), the Parties will finalize and agree to the Project Definition to the extent of the agreed matters, subject to identifying those outstanding matters on the Project Definition form in accordance with Part A (Early Involvement Procedures) of EXHIBIT 13 (Early Involvement) and, unless LACMTA has notified the City that such outstanding matters may be agreed at a later stage based on LACMTA's contracting and procurement plan for the ESP2 Project and/or the Project Schedule, the outstanding matters will be referred to the Level 2 decision makers identified in Part C (Issue Resolution Ladder and Decision-Making Protocols) of EXHIBIT 4 (Roles and Responsibilities) for discussion and prompt resolution; and
  - (ii) if the Procurement Documents applicable to a Rearrangement are advertised more than 24 months after agreement on the Project Definition, LACMTA and the City will review the Project Definition in accordance with this Section 2.10 and Part A (Early Involvement Procedures) of

EXHIBIT 13 (Early Involvement) and may agree to amend the Project Definition to reflect any impacts to such Rearrangement arising from such delay or from any further Design Development performed since agreement on the Project Definition.

- (e) The scope of Rearrangements and Basis of Design applicable to the Rearrangements agreed under a Project Definition shall comply with this Agreement.
- (f) Subject to this Section 2.10, the City acknowledges and agrees that upon agreement of a Project Definition, LACMTA will rely on the Project Definition to prepare and issue the Procurement Documents for the Design and Construction of the ESP2 Project.
- (g) Any support and/or services required to be provided by the City under the provisions of this Section 2.10 are eligible for reimbursement under Sections 2.2 (Annual Work Plan), 2.3 (Work Orders) and 7.1 (Reimbursements to the City). No reimbursements to the City will be made for:
  - (i) performance of its obligations as a responsible agency or cooperating agency (as applicable) for the purposes of the environmental review and approval process; or
  - (ii) unless otherwise agreed by LACMTA, performance of any other activities, work and services performed during the Planning and Advanced Conceptual Engineering Phase falling within any of the categories of activities that are not eligible for reimbursement set out in Part B (Reimbursement for Participation in Early Involvement Procedures) of EXHIBIT 13 (Early Involvement).

#### **2.11 Requests for Information**

Either Party may submit to the other a Request for Information or clarification. Upon delivery of any such request, the receiving Party must provide the information requested to the other Party promptly and in any case within 14 Days of delivery of the request (or such longer period as the Parties may agree having regard to the quantum of information requested).

### **ARTICLE 3. DESIGN**

#### **3.1 Design Responsibilities**

- (a) Except to the extent of any Design work requested to be performed by the City under Section 3.1(b), LACMTA will (directly or through LACMTA Contractors) design all Rearrangements and produce all Design Documentation relevant to those works in accordance with the provisions of this Agreement. LACMTA shall be responsible for any errors and omissions in the Design Documentation prepared by LACMTA or an LACMTA Contractor.
- (b) LACMTA may request and authorize the City to perform:
  - (i) Design work and/or provide support services with respect to the Design of a Rearrangement pursuant to the procedures set out under Section 2.3 (Work Orders); and
  - (ii) additional Design work with respect to the City Portion that is not part of any Rearrangement pursuant to the procedures and subject to the requirements set out under EXHIBIT 12 (City-Performed Project Work).

The City shall diligently perform and shall ensure that any City Contractor diligently performs such Design-related activities in accordance with the provisions of the applicable Work Order and this Agreement. The City shall be responsible for any errors and omissions in any Design Documentation prepared by the City or a City Contractor.

3.2 **Design Requirements**

Design of the Rearrangements shall comply with the requirements set out in EXHIBIT 6 (Design Requirements).

3.3 **Design Review Procedure**

- (a) LACMTA will submit, and will require that the LACMTA Contractors submit, the Designs for any Rearrangements to the City for review in accordance with the procedures set out in EXHIBIT 7 (LACMTA Submittal Review Procedure), and in accordance with the provisions of this Agreement and any applicable Work Orders.
- (b) The City will carry out the review and Approval of the Designs for the Rearrangements in accordance with the procedures and the review periods set out in EXHIBIT 7 (LACMTA Submittal Review Procedure), and in accordance with the provisions of this Agreement and any applicable Work Orders.
- (c) LACMTA is exempt from submitting any Design for Construction work within the Public Rights-of-Way to the City for the City's review and Approval where:
  - (i) LACMTA, an LACMTA Contractor, or a tenant or licensee of LACMTA owns and maintains (or will own and maintain) the structure or physical element; or
  - (ii) the work is related to utility trenching and shoring within Occupational Safety and Health Administration (OSHA) guidelines and the relevant LACMTA Contractor is OSHA certified. For the avoidance of doubt, this exemption does not affect any LACMTA obligation to submit Construction Staging Plans (including Traffic Management Plans) in accordance with EXHIBIT 8 (Construction Requirements).

Without prejudice to the foregoing, the City further acknowledges that as between the Parties, LACMTA has sole discretion to determine whether, and which features or facilities are required in order for LACMTA to comply with its obligations under Applicable Law in connection with the ESP2 Project (whether or not situated within the Public Rights-of-Way) including the ADA and in the case of its obligations under the ADA to determine whether matters are technically infeasible; provided, however, in making such determination, LACMTA shall utilize current rules and regulations promulgated under the ADA, and guidelines issued by federal agencies in accordance with the ADA, including but not limited to The ADA Best Practices Tool Kit for State and Local Governments published by Civil Rights Division of the U.S. Department of Justice.

3.4 **Design Development**

The Parties acknowledge and agree that:

- (a) the Basis of Design will establish the scope, limits of work, specifications and requirements applicable to the Designs for any Rearrangements as at the issuance of Procurement Documents; and
- (b) the Design Documentation for any Rearrangements will be submitted for review progressively in Packages, and 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.

3.5 **City Standards**

- (a) The City agrees that it shall not adopt any new City Standards, or otherwise amend or supplement any existing City Standards or its interpretation or application of any existing City Standards, for the sole or primary purpose of affecting the ESP2 Project.
- (b) Subject to Sections 3.5(a) and 3.5(c), the Parties acknowledge that the City may adopt new City Standards not listed in EXHIBIT 6 (Design Requirements) or amend or supplement existing City

Standards listed in EXHIBIT 6 (Design Requirements) during the Term, provided that the City shall promptly (and in any case within 15 Days of adoption) notify LACMTA of any changes or additions to the City Standards adopted during the Term.

- (c) Any changes or additions to the City Standards applicable to a Rearrangement after the establishment of the Basis of Design for that Rearrangement shall be considered a "Betterment" for the purposes of this Agreement (except to the extent an exclusion under that definition applies).

### 3.6 **Changes to Design**

- (a) If LACMTA wishes to amend the Final Design for a Rearrangement for which it is responsible prior to completion of Construction of that Rearrangement, it must submit the amended Design Documentation to the City and EXHIBIT 7 (LACMTA Submittal Review Procedure) will apply as if the Design Documentation is for the Final Design.
- (b) LACMTA may use or may allow the relevant LACMTA Contractor to use the amended Final Design for Construction prior to Approval by the City if and only if the amendment to the Final Design: (i) is minor; (ii) does not adversely impact the relevant Rearrangement; and (iii) is necessary to overcome an issue which has arisen or become evident since the Final Design was initially approved.

### 3.7 **Value Engineering**

- (a) The Parties must work together to create efficiencies to reduce the overall Cost of the ESP2 Project in order to maximize the value of public funds. The City will exercise sound engineering judgment to cooperate and coordinate with LACMTA to identify efficient approaches to the Design of Rearrangements for the ESP2 Project when:
  - (i) performing the steps and activities under the Early Involvement Procedures including when reviewing the scope, criteria, specifications, and requirements for the Rearrangements that are included in the applicable Procurement Documents; and
  - (ii) performing Design reviews under Section 3.3 (Design Review Procedure);
- (b) The Parties acknowledge and agree that this will include identifying, and reviewing LACMTA Contractor-identified, recommendations for potential innovations and value engineering opportunities with respect to the Rearrangements that offer value in terms of a reduced capital Cost for the ESP2 Project and/or that will offer value in terms of schedule savings, and/or quality benefits and adopting and applying those recommendations that, following evaluation by the Parties, will reduce the capital cost of the ESP2 Project and/or that will offer value in terms of schedule savings, and/or quality benefits. Any innovation or value engineering recommendations will be evaluated on the basis that any such recommendation should satisfy the required function of the Rearrangement at the lowest total Cost (capital, operating, and maintenance) consistent with the requirements of performance, reliability, maintainability, and safety.

## **ARTICLE 4. CONSTRUCTION**

### 4.1 **Construction Responsibilities**

- (a) Except to the extent of any Construction work requested to be performed by the City under Section 4.1(b), LACMTA (directly or through the LACMTA Contractors) will be responsible for the Construction of all Rearrangements and shall diligently perform and shall ensure that any LACMTA Contractor diligently performs, all such Construction in accordance with the provisions of this Agreement.
- (b) LACMTA may request and authorize the City to perform:

- (i) Construction work with respect to a Rearrangement, and/or provide Construction support services pursuant to the procedures set out under Section 2.3 (Work Orders); and
- (ii) additional Construction work with respect to the City Portion that is not part of any Rearrangement pursuant to the procedures and subject to the requirements set out under EXHIBIT 12 (City-Performed Project Work).

The City shall diligently perform and shall ensure that any City Contractor diligently performs, all such Construction work and/or support services in accordance with the provisions of the applicable Work Order and this Agreement.

#### **4.2 Construction Requirements**

Construction of the Rearrangements and any other Construction work performed in the Public Rights-of-Way in connection with the ESP2 Project shall comply with the requirements set out in EXHIBIT 8 (Construction Requirements).

#### **4.3 Rights-of-Way**

- (a) The Parties acknowledge that pursuant to Applicable Law, LACMTA is permitted to use Public Rights-of-Way to the same extent those rights and privileges relating to Public Rights-of-Way are granted to the City.
- (b) Replacement rights-of-way for the relocation of Conflicting Facilities shall be determined during the Design Phase and, if needed, may be acquired by LACMTA or the City following mutual agreement of the Parties of the location and type of such replacement rights-of-way. When reasonably possible and where the City Facilities being replaced are located in a public right-of-way, a Rearrangement of those City Facilities shall be located in existing public rights-of-way. The required replacement rights-of-way for the relocation of Conflicting Facilities shall be acquired so as not to impact the Project Schedule. If the City cannot acquire any necessary private rights-of-way for the relocation of Conflicting Facilities without out-of-pocket expense to itself, such private rights-of-way may be acquired by LACMTA. Upon acceptance of the applicable Replacement Facility, the City shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all City real property interests being taken out of service by the Rearrangement, and for which replacement real property interests are provided.
- (c) Subject to Section 4.3(b), the Parties acknowledge that LACMTA is responsible for the acquisition of any private rights-of-way necessary to Construct and/or operate the ESP2 Project on the Project Right-of-Way, and LACMTA (or LACMTA Contractors) shall be responsible for the acquisition of any temporary construction easements necessary to construct the ESP2 Project. Upon reasonable request by LACMTA, the City shall provide reasonable assistance as may be required for LACMTA to obtain rights-of-way necessary to Construct the City Portion including considering reasonable requests by LACMTA to convey to LACMTA, at no cost to LACMTA, any City-owned street crossings, slivers, surface easements and temporary construction easements that may be required for Construction of the ESP2 Project without requiring LACMTA to go through the appraisal, negotiation, offer, closing and transfer process. Following any such reasonable request, LACMTA will prepare or cause to be prepared the title documents and documents of conveyance, and shall transmit such documents to the City Representative who shall process them through the required departments for execution, and return them to LACMTA within 90 Days after receipt, but in any event in accordance with the Project Schedule.
- (d) The City agrees and acknowledges that this Agreement satisfies any LACMTA obligations to the City and otherwise relating to the certification of rights-of-way, and that the City shall cooperate with LACMTA, and assist LACMTA with any right-of-way certification processes involving other entities or agencies.

- (e) If, following a Rearrangement, a City Facility is located within the Project Right-of-Way, LACMTA shall provide the City with a license in a form reasonably acceptable to the City, to operate, maintain, and/or remove such City Facility.

**4.4 Hazardous Materials**

LACMTA (or LACMTA Contractor) will be responsible for any environmental site assessments, and any remediation of hazardous materials to be performed on the Project Site for the purposes of the ESP2 Project. LACMTA will not be responsible for any Costs relating to the presence or existence of any environmental hazard on, in, under or about any City Facility, including but not limited to, any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or an LACMTA Contractor caused the environmental hazard through its actions, or remediation of hazardous materials is required to be performed on the Project Site for the purposes of the ESP2 Project in accordance with the environmental site assessments.

**4.5 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 9 (Inspection and Acceptance Procedure).

**ARTICLE 5. BETTERMENTS**

**5.1 Notice of Betterments**

- (a) The City shall inform LACMTA what Betterments, if any, the City requests be implemented as a Rearrangement or a part of a Rearrangement by submitting a completed City Betterment Request for LACMTA's review and Approval. The City shall submit any City Betterment Request to LACMTA promptly after identifying a potential Betterment and in any event shall, unless later delivery is otherwise agreed by LACMTA or acknowledged under this Article 5, deliver all City Betterment Requests to LACMTA prior to the establishment of the Basis of Design.
- (b) Any Design furnished by the City under a Work Order shall specifically identify any Betterments included in such Design, and where Betterments are identified that were not previously agreed under this Article 5, any such Design shall be accompanied by a completed City Betterment Request and submitted for LACMTA's review and Approval in accordance with this Article 5.
- (c) If a City comment to an LACMTA Submittal or any other form of City request with respect to the ESP2 Project constitutes a Betterment, LACMTA will deliver an LACMTA Notice of Potential Betterment to the City and within ten Days of delivery of such Notice, the City will: (i) withdraw the relevant comment; or (ii) submit a request for the applicable Betterment by submitting a completed City Betterment Request for LACMTA's review and Approval. If the City fails to respond within ten Days of a Notice delivered by LACMTA under this Section 5.1(c), the comment will be deemed to be withdrawn. Such deemed withdrawal shall be without prejudice to the City's right to submit the request under a subsequent City Betterment Request under this Article 5.

**5.2 Approval of Betterments**

If LACMTA approves a Betterment (with or without changes negotiated and agreed by the Parties):

- (a) the LACMTA Representative shall counter-sign the City Betterment Request (updated to include any changes negotiated and agreed by the Parties); and
- (b) the City will be responsible for the Cost of the Betterment.

**5.3 Right to Refuse a Betterment**

No Betterment shall be constructed that is not approved by LACMTA pursuant to this Article 5. LACMTA shall have the right to refuse and withhold Approval for any Betterment, that:

- (a) is incompatible with the ESP2 Project;
- (b) cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
- (c) is requested after establishment of the Basis of Design.

**5.4 Cost of Betterments**

LACMTA shall not be responsible for the Cost of any Betterment (whether or not the Cost exceeds any estimates provided by LACMTA, and including the Cost of any mitigations included as a result of the Betterment in the Final Environmental Documents). Such Cost will be paid to LACMTA or credited to LACMTA in accordance with Section 7.2 (Reimbursement and Credits to LACMTA).

**ARTICLE 6. OPERATION AND MAINTENANCE**

- 6.1 LACMTA may, at any time during the original Term, issue to the City a request to extend the Term to include the Operation and Maintenance Phase, or to enter into a new cooperative agreement with respect to the Operation and Maintenance Phase.
- 6.2 Following issuance of a request by LACMTA under Section 6.1, the Parties shall use good faith efforts to agree to an amendment or supplement to this Agreement or to agree to a new cooperative agreement to address the Parties' respective obligations during the Operation and Maintenance of the ESP2 Project, and the procedures and Cost reimbursement principles that shall apply to the coordination and performance of their respective obligations during the Operation and Maintenance of the ESP2 Project.
- 6.3 The Parties agree that any amendment or supplement to this Agreement or any new agreement entered into in accordance with Section 6.2 shall be on terms that are substantially consistent with:
  - (a) the provisions set out in this Agreement (to the extent applicable and subject to any necessary amendments to reflect the different phases of the ESP2 Project); and
  - (b) the agreed Operation and Maintenance principles set out in EXHIBIT 10 (Operation and Maintenance Principles).
- 6.4 Any amendment, or supplement or new agreement agreed by the Parties in accordance with Section 6.2 shall be finalized and documented in accordance with Section 10.7 (Amendments).

**ARTICLE 7. REIMBURSEMENT AND CREDITS**

**7.1 Reimbursements to the City**

- (a) Except with respect to Betterments, LACMTA will reimburse the City for Costs incurred for work performed by the City or City Contractors under a Work Order in accordance with this Section 7.1 and the provisions of the applicable Work Order.
- (b) If a Rearrangement performed under a Work Order is limited to the removal or elimination of a City Facility, LACMTA will only be responsible for any Costs incurred to Abandon such City Facility and will not be required to replace or compensate the City for the replacement of that City Facility.
- (c) The City shall use the following procedures for submission of its progress billings to LACMTA for work performed by the City under a Work Order:



- (i) the City shall commence its monthly billing within no more than 60 Days following the commencement of work under a specific Work Order, and shall bill monthly thereafter following the City's standard billing procedures;
  - (ii) the City shall provide supporting documents to demonstrate the Costs incurred by the City with respect to a Work Order, including a description of the tasks performed by reference to the tasks described in the Work Order, City Contractor invoices, the names of individuals performing the relevant tasks, the time expended on each task, a description and quantity of equipment and materials utilized on each task, the number of hours each piece of equipment was utilized, and any other supporting information required under the terms of the Work Order or otherwise requested by LACMTA;
  - (iii) each billing statement shall: (A) be noted as either "progress" or "final"; (B) be addressed to the LACMTA Representative; (C) include a certification that the Costs identified in such billing were appropriate and necessary for the performance of the work under the Work Order and have not previously been billed or paid; and (D) reflect any applicable credits due to LACMTA under Article 7;
  - (iv) the final billing under a Work Order, with a notation that all work covered by that Work Order has been performed, shall be submitted to LACMTA within 60 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 for the performance of the work under the Work Order and have not previously been billed or paid; and
  - (v) after expiration of the 60-Day period described in Section 7.1(c)(iv), LACMTA will notify the City in writing that the 60-Day closing billing period has expired, and upon the City's receipt of such Notice from LACMTA, the City shall have 30 Days to submit its final invoice.
- (d) On completion of Construction of the City Portion, LACMTA will issue a Notice of closeout to the City (including Final Acceptance of all Rearrangements for that City Portion). Within 90 Days of receiving such Notice, the City must issue invoices to LACMTA for all services under any Work Order for the Design and/or Construction of the ESP2 Project. Any invoices submitted after the expiration of the 90-Day period may require additional documentation and verification of work performed before LACMTA will process the invoice.

**7.2 Reimbursements and Credits to LACMTA**

- (a) LACMTA shall receive a credit, or payment for:
  - (i) salvage of items recovered from existing City Facilities that the City intends to re-use in the performance of Construction work performed under the provisions of this Agreement, where the amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by agreement of the Parties, plus storage and transportation costs of such materials salvaged for the City's use. The sum of credits and/or payments due to LACMTA for salvage shall be agreed by the Parties based on applicable books, records, documents and other data, or an inspection survey of a City Facility conducted by the Parties prior to or during Design Development. LACMTA may request and authorize the City to perform support services with respect to any such inspection survey pursuant to the procedures set out under Section 2.3 (Work Orders);
  - (ii) all Costs relating to Betterments upon acceptance of physical work where:
    - (A) the initial amount of the Betterment payment or credit shall be based upon the estimated Cost for the Design and Construction of the Rearrangement with the Betterment less the estimated Cost for Design and Construction of the

Rearrangement without the Betterment, in each case as set out by LACMTA in its response and Approval to the applicable City Betterment Request; and

- (B) upon acceptance of the physical work for the Betterment, the initial Betterment payment or credit shall be reconciled by the Parties against the actual Costs of the Betterment; and
  - (iii) the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the expected remaining period of useful service of the existing Conflicting Facility, had the existing Conflicting Facility remained in service and the Rearrangement not been made. The Expired Service Life Value shall be determined by the Parties prior to the commencement of the applicable Rearrangement work and documented in the applicable Work Order.
- (b) LACMTA shall receive:
- (i) a credit (reflected on the applicable invoice submitted by the City) for salvage, Betterments, and Expired Service Life Value of applicable City Facilities against work performed by the City; and
  - (ii) payment from the City for salvage, Costs of Betterments, and Expired Service Life Value of applicable City Facilities where LACMTA performs the work invoiced.
- (c) Where LACMTA is due a payment under this Article 7:
- (i) LACMTA shall commence its monthly billing within no more than 60 Days following the commencement of the applicable work, and shall bill monthly thereafter following LACMTA's standard billing procedures;
  - (ii) LACMTA shall provide to the City supporting documents to demonstrate the Costs incurred by LACMTA, including LACMTA Contractor invoices, and other data upon request;
  - (iii) each billing statement for a salvage, Betterment, or Expired Service Life Value with respect to a City Facility shall: (A) be noted as either "progress" or "final"; (B) be addressed to the City Representative; and (C) include a certification that the Costs identified in such billing were appropriate and necessary for the performance of the applicable work and have not previously been billed or paid;
  - (iv) the final billing for a salvage, Betterment, or Expired Service Life Value with respect to a City Facility, with a notation that all applicable payments due to LACMTA for that salvage, Betterment, or Expired Service Life Value, shall be submitted to the City within 60 Days after completion of the applicable 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 calculated in accordance with this Section 7.2 and have not previously been billed or paid; and
  - (v) after the expiration of the 60-Day period described in Section 7.2(c)(iv), the City may notify LACMTA in writing that the 60-Day closing billing period has expired, and upon LACMTA's receipt of such Notice from the City, LACMTA shall have 30 Days to submit its final invoice.

### **7.3 Payment of Billings**

Payment of each invoice properly submitted pursuant to Section 7.1 (Reimbursements to the City) or 7.2 (Reimbursements and Credits to LACMTA) shall be due within 60 Days of receipt; provided that: (a) all such payments shall be conditional, subject to post-audit adjustments; (b) final payment for a Rearrangement shall be contingent upon final inspection (and acceptance) of the work by the Party billed for such work, which inspection (and acceptance, where applicable), will not be unreasonably withheld or delayed; and (c)

LACMTA may withhold payments in the amount of any credit amounts due to LACMTA if the City has not posted such credits within 60 Days after submittal of requests for the same by LACMTA.

**ARTICLE 8. INDEMNITY, WARRANTIES AND INSURANCE**

**8.1 Indemnity**

- (a) Each Party shall release, defend, indemnify, and hold harmless the other Party and its respective officers, agents, representatives, and employees from and against all liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance under this Agreement.
- (b) In contemplation of the provisions of Section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement as defined by Section 895 of the Government Code, the Parties, as between themselves, pursuant to Sections 895.4 and 895.6 of the Government Code, each assume the full liability imposed on them, or any of their officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such Party would be responsible under Section 8.1(a). The provisions of California Civil Code Section 2778 are made a part of this Agreement as if fully set out in this Agreement.
- (c) Each Party agrees to notify the other promptly upon receipt of any third-party claim for which a Party is entitled to indemnity under this Agreement.

**8.2 Warranty**

- (a) In lieu of providing a bond associated with excavations in, or adjacent to, Public Rights-of-Way, LACMTA warrants that any work in connection with the City Portion affecting the structural stability of the Public Rights-of-Way shall be free from defect for a period of two years following Substantial Completion of that part of the work by LACMTA or the applicable LACMTA Contractor. Pursuant to this warranty and for the warranty period only, LACMTA, at its sole expense, shall remedy any damage to the Public Rights-of-Way to the extent caused by a failure of such structural support installed by LACMTA or an LACMTA Contractor.
- (b) Solely with respect to Rearrangements performed by LACMTA or LACMTA Contractors and any work performed by the City or the City Contractors, the City and LACMTA each warrant to the other for a period of one year from and after Substantial Completion of that Rearrangement or work (or at such earlier date on which responsibility for the maintenance, loss or damage for that Rearrangement or work passes to the other Party) that such Rearrangement or work performed by them shall be free from defect, provided that in the case of any Punch List items recorded at Substantial Completion (or such earlier date on which the Parties agree that responsibility for maintenance, loss or damage passes), the warranty period shall be for one year from and after completion of that Punch List item. Subject to Section 8.2(a), the limited warranty given under this Section 8.2(b) is the sole warranty given by the City and/or LACMTA, and, pursuant to this warranty, and for the warranty period only, the City or LACMTA, as the case may be, shall remedy any such discovered defect at its sole expense.
- (c) In connection with Rearrangements performed by LACMTA or LACMTA Contractors and any work performed by the City or the City Contractors, warranties supplied by LACMTA Contractors and City Contractors to LACMTA or the City (as applicable) shall be made for the benefit of both LACMTA and the City.
- (d) If the City discovers a defect or failure of structural support for a City Facility that results from work performed by LACMTA or an LACMTA Contractor after the expiration of the warranty periods set out in this Section 8.2, LACMTA will, in good faith and as promptly as reasonably possible, engage the City to find an equitable remedy to address the subject defect or failure.

### 8.3 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 the City 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: \$2,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; and \$1,000,000 in combined single limit (CSL) in auto liability; and (B) design contractors to provide evidence of insurance in the following amounts: \$2,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 in CSL in auto liability; and \$1,000,000 in professional 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 8.3;
  - (ii) give the other Party 20 Days' Notice prior to it agreeing to a reduction in scope or the cancellation or expiration of any insurance procured by an LACMTA Contractor or City Contractor (as applicable) under this Section 8.3; and
  - (iii) notify the other Party within five Days if it receives a Notice from an LACMTA Contractor or City Contractor (as applicable) of the expiration of any insurance procured under this Section 8.3.

## ARTICLE 9. RESOLUTION OF DISPUTES

### 9.1 Attempt to Resolve

In the event of a Dispute, the Parties shall make good faith efforts to resolve the Dispute through negotiation.

### 9.2 Arbitration – No Work Stoppage

- (a) If the Parties are unable to resolve a Dispute pursuant to Section 9.1 (Attempt to Resolve), either Party may serve the other Party a demand for arbitration. Within 22 Days (or such longer period as agreed by the Parties) of receipt of such demand, the Parties shall agree on a sole arbitrator. If the Parties are unable to agree to the appointment of a sole arbitrator within the 22 Days (or any longer period as may be agreed), each Party shall select an arbitrator and those arbitrators shall select a Neutral Arbitrator to form a three-person panel. If either Party fails to designate its arbitrator within 22 Days (or any longer period as agreed) of delivery of the demand, or if the two designated arbitrators are unable to select a Neutral Arbitrator within five Days of their appointment, a Neutral Arbitrator shall be designated pursuant to Section 1281.6 of the California Code of Civil Procedure, who shall hear the matter as the sole arbitrator.
- (b) The Parties acknowledge that Section 1283.05 of the California Code of Civil Procedure is applicable to those issues not involving work stoppage. A hearing date shall be set as promptly as possible following selection of the arbitrator in accordance with Section 9.2(a). The arbitrator's award shall promptly follow the hearing's conclusion, and shall be supported by law and substantial evidence and the issuance of written findings of fact and conclusions of law. The making of an award that does not comply with such requirements shall be deemed to be in excess of the arbitrator's power and the court shall vacate the award if after review it determines that the award cannot be corrected without affecting the merits of the decision upon the controversy submitted.

### 9.3 Arbitration – Work Stoppage

- (a) In the event of a Dispute, neither Party is permitted to stop work, except: (i) for reasons of public health or safety; or (ii) where work is prevented from continuing pending resolution of the Dispute. In the event that work is stopped, the provisions of this Section 9.3 shall apply. Upon stoppage of work, either Party may serve the other Party a demand for arbitration. A Neutral Arbitrator who is able to hear the Dispute and render a decision within five Days after being selected shall be immediately designated pursuant to Section 1281.6 of the California Code of Civil Procedure.
- (b) Notwithstanding Section 1282.2(b) and Section 1282(e) of the California Code of Civil Procedure (regarding postponement of the hearing), where work is stopped, the Neutral Arbitrator may not postpone nor adjourn the hearing except upon the agreement of the Parties. The arbitration may proceed in the absence of a Party who, after due Notice, fails to appear. In addition to all other issues, the Neutral Arbitrator shall also determine whether it was absolutely necessary to stop and await resolution of the Dispute in order to continue the work. If it is determined that the work stoppage was not necessary, the Party that did not stop the work shall be entitled to damages (as determined by the Neutral Arbitrator) arising out of such work stoppage. Section 9.2(b) (Arbitration – No Work Stoppage) shall also apply.

### 9.4 Impartiality of Arbitrator

Any person who has any material financial or personal interest in the results of the arbitration shall be prohibited from acting as a Neutral Arbitrator. Failure to disclose any such interest or relation shall be grounds for vacating an award handed down under Sections 9.2 (Arbitration – No Work Stoppage) or 9.3 (Arbitration – Work Stoppage).

### 9.5 Compensation of the Arbitrator

Each Party shall pay the expenses and fees of the arbitrator it selects. The expenses and fees of the Neutral Arbitrator shall be paid in accordance with the provisions of Section 1284.2 of the California Code of Civil Procedure.

### 9.6 Other Provisions

An arbitrator or panel appointed under this Article 9 shall have only the authority to issue a non-binding award to resolve the dispute of the Parties. Except as otherwise expressly provided in this Agreement, any arbitration under this Article 9 shall be governed by the California Arbitration Act.

### 9.7 Incorporation of Subcontracts

The City must ensure that any contract entered into in connection with performance of the work under this Agreement includes provisions equivalent to this Article 9.

## 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, the City agrees, if requested by LACMTA pursuant to Section 2.3 (Work Orders), and if deemed possible and feasible by the City (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 the City for the incremental actual Costs of such acceleration.

**10.2 Existing Agreements**

This Agreement does not negate or otherwise modify any existing easements, licenses or other use and/or occupancy agreements between the Parties or to which LACMTA has become or does become a successor either by assignment or by operation of law.

**10.3 Audit and Inspection; Maintenance of Records**

- (a) **Audit and Inspection.** For the period commencing on the Effective Date and ending on the date falling three years after the end of the Term, each Party will have such rights to review and audit the other Party and its books, records and documents as may be deemed necessary for the purposes of verifying compliance with this Agreement, Applicable Law and the City Standards. All such reviews and audits shall be performed during normal business hours, and without charge. Each Party represents and warrants the completeness and accuracy in all material respects of all information it or its agents provide 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. Examination of a document or record during one review and audit shall not preclude further re-examination of such document or record in a subsequent review and audit. 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 the City or LACMTA (as applicable) under this Section 10.3(a).
- (b) **Maintenance of Records.** The City shall (and shall ensure that any City Contractor will) keep and maintain its books, records, and documents related to performance of the work under this Agreement (including all Costs incurred) for three years after the end of the Term; except that, all records that relate to Disputes being processed or actions brought under this Agreement must be retained and made available until any later date that such Disputes and actions are finally resolved. The City reserves the right to assert exemptions from disclosure of information that would be exempt under Applicable Law from disclosure or introduction into evidence in legal actions.

**10.4 Notices**

- (a) Each Notice under this Agreement must be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy delivered within two business days, to the following addresses (or to such other address as may from time to time be specified in writing by such person):

**To the City:**

City Manager (or designee)  
City of Montebello  
1600 W. Beverly Blvd.  
Montebello, CA 90640  
Facsimile No.: \_\_\_\_\_  
Attn: Raul Alvarez

With a copy to:

City Attorney  
City of Montebello  
1600 W. Beverly Blvd.  
Montebello, CA 90640  
Facsimile No.: \_\_\_\_\_

Attn: \_\_\_\_\_

With a copy to:

Director of Public Works (and/or the City Engineer)  
City of Montebello  
1600 W. Beverly Blvd.  
Montebello, CA 90640  
Facsimile No.: \_\_\_\_\_  
Attn: Cesar Roldan

**To LACMTA:**

Chief Program Manager  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 16th Floor  
Los Angeles, California 90012  
Facsimile No.: (213) 922-7382  
Attn: Eduardo Cervantes or Ferdinand Chan, Third Party Administration

With a copy to:

Program Management  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Facsimile No.: (213) 922-7447  
Attn: Mohammed Nasim, Project Manager

With a copy to:

County Counsel  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 24th Floor  
Los Angeles, CA 90012  
Facsimile No.: (213) 922-7447  
Attn: Elena Eggers, Senior Deputy County Counsel

With a copy to:

Metro Real Estate  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, 22nd Floor – Real Estate  
Los Angeles, CA 90012  
Facsimile No.: (213) 922-7447  
Attn: Holly Rockwell, Senior Executive Officer

- (b) Any Notice sent personally will be deemed delivered upon receipt, and any Notice sent by mail or courier service will be deemed delivered on the date of receipt or on the date receipt at the appropriate address is refused, as shown on the records of the U.S. Postal Service, courier service or other person making the delivery, and any Notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to [Section 10.4\(a\)](#)). 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, Sunday, or federal public holiday.



**10.5 Assignment; Successors and Assigns**

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

**10.6 Waiver**

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

**10.7 Amendments**

This Agreement can only be amended or replaced by a written instrument duly executed by the Parties.

**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 the Parties for default in performance of this Agreement or any Work Order are in addition to any other rights or remedies provided by law.

**10.9 Severability**

If any provision of this Agreement is ruled invalid by a court having proper jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of the balance of this Agreement, which will be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, Article, Section, subsection or part.

**10.10 Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**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 the Parties toward, any person not a Party to this Agreement.

**10.12 Survival**

The representations, warranties, indemnities, waivers and any express obligations of the Parties following termination, set out in this Agreement shall survive the expiration or termination, for any reason, of this Agreement.

**10.13 Approvals; Further Documents and Actions**

- (a) Any Approval required or permitted to be given by any Party pursuant to this Agreement or any Work Order shall:

- (i) be in writing to be effective (except if deemed granted pursuant to this Agreement);
  - (ii) not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible the changes or actions that are required for Approval; and
  - (iii) be deemed granted if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement or the applicable Work Order or if no time is prescribed by this Agreement or the applicable Work Order, within 30 Days, in each case commencing upon actual receipt by the Party from which an Approval is requested or required, of a request for Approval from the requesting Party.
- (b) The Parties agree to execute such further documents, agreements, instruments and notices, and to take such further actions, as may be reasonably necessary or appropriate to give effect to the transactions contemplated by this Agreement.

## 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.

**"3% Contribution"** means the three percent contribution local jurisdictions are required to pay towards the cost of a major Measure M rail project, as defined in Recital D.

**"3% Local Funding Contribution Credit"** has the meaning given in Recital D.

**"Abandon"** means the permanent termination of service, or the removal of an existing facility or portion of it.

**"ACE Design Documentation"** means the Design Documentation prepared as part of the Advanced Conceptual Engineering phase of the Design process.

**"ADA"** means the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.

**"Adjacent Work"** means any removal, demolition, repair, restoration, relocation or reconstruction of existing facilities and/or construction of new facilities and/or other physical works by the City or a third party: (a) that is performed or to be performed within 100 feet of the Project Site; or the performance of which has the potential to pose a safety hazard, or impact, disrupt, delay or conflict with the Design, Construction, operation or maintenance of, or threaten the structural integrity of, the City Portion; and (b) in the case of works performed or to be performed by a third party, of which the City is aware or ought to be aware.

**"Advanced Conceptual Engineering" 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's 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.

**"Annual Work Plan" or "AWP"** means an estimate of the City's Costs and resources needed to perform anticipated work during any given LACMTA Fiscal Year. Such estimate is prepared and agreed to by the Parties on an annual basis in accordance with Section 2.2 (Annual Work Plan).

**"Applicable Law"** means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental

restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the City Portion, 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"** means any acceptance, approval, consent, permission, satisfaction, agreement, authorization or any other like action required or permitted to be given by any Party pursuant to this Agreement or any Work Order.

**"Basis of Design"** means, with respect to a Rearrangement, the scope, criteria, specifications and requirements (including requirements of the Final Environmental Documents) for those Rearrangements agreed by the Parties as at the date of issuance by LACMTA of Procurement Documents for the Design of the Rearrangement.

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

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

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 ESP2 Project;
- (ii) an upgrade resulting from Design or Construction in accordance with the applicable City Standards as set out in EXHIBIT 6 (Design Requirements) and any changes or additions to those City Standards notified to LACMTA prior to the establishment of the Basis of Design for the Rearrangement and that have not been adopted by the City in breach of Section 3.5(a) (City Standards);
- (iii) measures to mitigate environmental impacts identified in the ESP2 Project's Final Environmental Documents and any supplemental environmental reports for the ESP2 Project.
- (iv) replacement of devices or materials no longer regularly manufactured with the next highest grade or size; and
- (v) an upgrade that is the consequence of changes made by LACMTA or an LACMTA Contractor after the establishment of the Basis of Design.

**"Board"** means the Board of Directors for the Los Angeles County Metropolitan Transportation Authority.

**"City"** means the City of Montebello. "City" shall also refer to any City-owned or operated "water" and/or "power" departments.

**"City Betterment Request"** means a Notice from the City to LACMTA requesting a Betterment in accordance with Article 5 (Betterments) and in the form set out in Part B (City Betterment Request Form) of EXHIBIT 11 (Forms).

**"City Construction Work"** means any Construction work activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

**"City Contractor"** means any contractor, consultant, tradesperson, supplier or other person engaged or authorized by the City to perform any Adjacent Work, City Design Work, City Construction Work or any other work to be performed by the City under the provisions of this Agreement or otherwise on or about the Project Site, but excluding LACMTA and LACMTA Contractors.

**"City Design Work"** means any Design work activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

**"City Facility"** means real or personal property located within or near the City Portion, such as structures, improvements, and other properties, which are under the ownership or operating jurisdiction of the City, and shall include, but not be limited to, public streets (any classification), highways, bridges, retaining walls, pedestrian and utility tunnels, alleys, storm drains, sanitary sewers, survey monuments, parking lots, parks, public landscaping and trees, traffic control devices, lighting and communications equipment (cameras, sensors, LTE, microwave receivers, etc.) and public buildings, police and fire department related improvements, as well as any dams or water storage tanks, systems, and appurtenances. City-owned airport and harbor facilities are not included in this definition.

**"City Inspector"** means the City's designated individual or individuals responsible for overseeing and enforcing plan and code requirements during construction of the Rearrangements in the City Portion.

**"City Maintenance Work"** means any maintenance work activities performed or to be performed by the City or a City Contractor pursuant to a Work Order or under the provisions of this Agreement.

**"City Municipal Code"** means City of Montebello Municipal Code.

**"City-Performed Project Work"** means any Design work and/or Construction work with respect to the City Portion of the ESP2 Project performed by the City at the request of LACMTA.

**"City Portion"** means that portion of the ESP2 Project that will pass in, on, under, over or along public streets, highways, bridges, parks and other public right-of-way within the City, as shown in Part B (*City Portion*) of EXHIBIT 3 (*Project Site*).

**"City Representative"** means an individual or individuals designated by the City to represent the City on matters relating to this Agreement and authorized to make decisions and bind the City on matters relating to this Agreement.

**"City Standards"** means the City design standards, specifications, and/or ordinances that govern the design, of all Rearrangements, as specified in EXHIBIT 6 (*Design Requirements*) or adopted by the City and notified to LACMTA in accordance with Section 3.5 (*City Standards*).

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

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

**"Conflicting Facility"** means an existing facility, which the Parties determine requires Rearrangement in order to construct, operate or maintain the ESP2 Project.

**"Construction"** means all construction activities related to the City Portion that are necessary to build, operate and maintain the ESP2 Project including the removal, demolition, replacement, restoration, alteration or realignment of existing facilities, and the procurement, installation, inspection, and testing of new facilities

including temporary and permanent materials, equipment, systems, software, and any components of such permanent materials, systems and software.

**"Construction Phase"** means the phase of the ESP2 Project that involves build-out and Construction of the City Portion including the steps and activities described in EXHIBIT 2 (Project Phases and Project Schedule).

**"Cost"** means all eligible direct and indirect costs actually incurred for activities or work performed, equipment utilized, or materials acquired in accordance with the provisions of this Agreement, less any credits due to LACMTA as provided in Article 7 (Reimbursement and Credits) where:

- (a) eligible direct costs include allowable direct labor costs, equipment and materials costs, and storage and transportation costs of materials salvaged for the City's use in performing the applicable work;
- (b) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for the City by its cognizant agency, and as noted on the Form 60, for allocation to federally funded or state-funded contracts; 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 the City under this Agreement.

**"CPUC"** means the California Public Utilities Commission.

**"Days"** means, unless otherwise stated and whether or not capitalized, 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 Phase"** means the phase of the ESP2 Project that involves Design Development through Final Design, including Design reviews performed in accordance with this Agreement and the other steps and activities described in Part A (Phases) of EXHIBIT 2 (Project Phases and Project Schedule).

**"Dispute"** means a dispute or difference arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination.

**"Early Involvement Procedures"** means the procedures where the Parties exchange information, participate in coordination meetings, and perform the other steps and activities prior to the release of Procurement Documents set out in Section 2.10 (Early Involvement Procedures) and Part A (Early Involvement) of EXHIBIT 13 (Early Involvement).

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

**"Engineer of Record"** means the individual, firm or entity that performs the Design, imprints the engineer's/architect's seal on the drawings, and is responsible and liable for the Final Design.

**"ESP2 Project"** means the Design, Construction, operation, and maintenance of the extension of the Metro E (Gold) Line light rail line known as the Eastside Transit Corridor Phase 2 Project, as more fully described in EXHIBIT 1 (Project Description).

**"Expired Service Life Value"** means the amount determined by the Parties during Design Development based upon estimates provided by the City of the depreciated value of the Conflicting Facility (calculated by multiplying the cost of the Replacement Facility by a fraction, the numerator of which is the age of the Conflicting Facility and the denominator of which is the estimated overall service life of the Conflicting Facility).

**"Final Acceptance"** means acceptance that all work for a Rearrangement is complete and all other requirements for completion described under Section 4.1 (*Statement of Final Completion*) of EXHIBIT 9 (Inspection and Acceptance Procedure) have been satisfied.

**"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 (AFC) plan status and with the Design being signed and sealed by the "Engineer of Record".

**"Final Environmental Documents"** means the final impact reports, statements, assessments and approvals for the ESP2 Project completed pursuant to the California Environmental Quality Act (CEQA) and/or National Environmental Policy Act (NEPA) (as applicable).

**"Final Inspection Correction List"** means a list of corrections required to satisfy the requirements for Final Acceptance of a Rearrangement in accordance with the terms of this Agreement.

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

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

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

**"Form 60"** means Form 60 (Professional Services Cost/Price Summary) in the form attached as Part A (*Form 60*) of EXHIBIT 11 (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 City Portion or any other work to be performed under the provisions of this Agreement.

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

**"LACMTA"** means the Los Angeles County Metropolitan Transportation Authority.

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

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

**"LACMTA Fiscal Year"** means each one-year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.

**"LACMTA Notice of Potential Betterment"** means a Notice from LACMTA to the City notifying the City of a potential Betterment in accordance with Article 5 (Betterments) and in the form set out in Part C (*LACMTA Notice of Potential Betterment*) of EXHIBIT 11 (Forms).

**"LACMTA Representative"** means an individual or individuals designated by LACMTA to represent LACMTA on matters relating to this Agreement and authorized to make decisions and bind LACMTA on matters relating to this Agreement.

**"LACMTA Submittal Review Period"** means, for each LACMTA Submittal, a period of 30 Days from the date of delivery of the LACMTA Submittal to the City under the provisions of this Agreement or such other period as the Parties may agree under the applicable Work Order.

**"LACMTA Submittals"** means:

- (a) Design Documentation for a Rearrangement (other than any Design Documentation for which the City is responsible under a Work Order);
- (b) Plans for Construction work performed by LACMTA or an LACMTA Contractor within Public Rights-of-Way; and
- (c) any other documents that LACMTA (or LACMTA Contractor) must submit to the City in accordance with this Agreement.

**"Neutral Arbitrator"** means a neutral third party qualified to arbitrate with regard to a Dispute.

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

**"Operation and Maintenance Phase"** means the phase of the ESP2 Project that commences upon operation of passenger service and includes maintenance of the ESP2 Project.

**"Package"** means a collection of Design Documentation submitted by LACMTA or an LACMTA Contractor to the City in accordance with this Agreement.



**"Parties"** means collectively the City and LACMTA, and each a **"Party"**.

**"Permit Notification"** means a blanket Permitting Process and Waiver of Certain Permit Fees issued by the City.

**"Planning and Advanced Conceptual Engineering Phase"** means the phase of the ESP2 Project that involves preparation of the draft environmental documents, certification of the Final Environmental Documents (as applicable), preparation of Advanced Conceptual Engineering, preparation of the contracting and procurement plan, and other steps and activities set out in EXHIBIT 13 (Early Involvement).

**"Preliminary Projections"** means information regarding the scope of activities and services LACMTA anticipates to request from the City during the upcoming LACMTA Fiscal Year to support the ESP2 Project, including the estimated start and finish dates for the anticipated scope of activities and services.

**"Procurement Documents"** means, with respect to a Rearrangement, any advertisement, request for proposal, invitation for bid, or other procurement documents issued or to be issued by LACMTA with respect to the Design and/or Construction of that Rearrangement or a part of the scope for that Rearrangement, including the form of LACMTA Contract and any other documents enclosed with or attached to the request for proposal, invitation for bid, or other procurement document. The term "Procurement Documents" for the purposes of this Agreement shall not include any request for qualification in a two-step procurement process or LACMTA's pre-qualification documents.

**"Project Definition"** means the scope of Rearrangements and the City Standards applicable to Rearrangements to be performed as part of the ESP2 Project, in the form set out in Part C (*Form of Project Definition*) of EXHIBIT 13 (Early Involvement) to be agreed or as agreed by the Parties at the end of the Planning and Advanced Conceptual Engineering Phase for the ESP2 Project, and in any case prior to issuance of Procurement Documents for design of the Rearrangements.

**"Project Meeting"** means any meeting, working session, working group meeting, workshop, over-the-shoulder review meeting, or other meeting convened by LACMTA or an LACMTA Contractor for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractor and other attendees to monitor the progress of the ESP2 Project, to consider issues, potential issues, and to present, understand and discuss proposed solutions with respect to the ESP2 Project as described Section 2.1(e) (Governance).

**"Project Right-of-Way"** means the permanent right-of-way for the ESP2 Project, as identified in Part A (*ESP2 Project Site*) of EXHIBIT 3 (Project Site), or as notified by LACMTA to the City and compliant with the ESP2 Project's Final Environmental Documents and any supplemental environmental reports for the ESP2 Project.

**"Project Schedule"** means the schedule for the ESP2 Project including the City Portion set out in Part B (*Project Schedule*) of EXHIBIT 2 (Project Phases and Project Schedule), as may be updated in the Project Definition or otherwise notified by LACMTA in accordance with this Agreement.

**"Project Site"** means, collectively, the Project Right-of-Way and each temporary construction easement for the ESP2 Project, as identified in Part A (*ESP2 Project Site*) of EXHIBIT 3 (Project Site), as may be updated in the Project Definition or otherwise notified by LACMTA in accordance with this Agreement.

**"Public Rights-of-Way"** means the public streets, highways, bridges, parks and other public lands or properties within the City.

**"Punch List"** means, with respect to a Rearrangement (or the applicable part of a Rearrangement), the list of work items that remain to be completed after Substantial Completion as agreed by the Parties and listed in the applicable Statement of Substantial Completion, which shall be limited to minor incidental items of work necessary to correct imperfections which would not prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement) in accordance with the requirements under this Agreement.

**"Rearrangement"** means the work of:

- (a) removal, replacement, restoration, alteration, reconstruction, support, or relocation of all or a portion of a Conflicting Facility, whether permanent or temporary, which LACMTA determines in its sole discretion is necessary in order for the ESP2 Project to comply with Applicable Law or otherwise which the Parties mutually agree is necessary in order to construct, operate or maintain the ESP2 Project.
- (b) the installation of new and required City Facilities which LACMTA determines in its sole discretion is necessary in order for the ESP2 Project to comply with Applicable Law or otherwise which the Parties mutually agree is necessary as a result of the impact of the construction of the ESP2 Project.

**"Replacement Facility"** means a facility which may be constructed or provided under this Agreement as a consequence of the Rearrangement of a Conflicting Facility or a part of it.

**"Statement of Final Acceptance"** means the formal written acknowledgment from the City to LACMTA that Final Acceptance of a Rearrangement has been achieved.

**"Statement of Substantial Completion"** means the formal written acknowledgement from the City to LACMTA that Substantial Completion of a Rearrangement has been achieved.

**"Substantial Completion"** means completion of the work for a Rearrangement or applicable part of a Rearrangement (except for Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance), such that the Rearrangement (or applicable part of the Rearrangement) is ready for handover to the City, as more fully described in Section 5 (*Responsibility to Complete Work*) of EXHIBIT 9 (*Inspection and Acceptance Procedure*).

**"Substantial Completion Correction List"** means a list of the corrections required to satisfy the requirements for Substantial Completion of a Rearrangement (or part of a Rearrangement) in accordance with the terms of this Agreement.

**"Temporary Facilities"** means a facility constructed for the purpose of ensuring continued service while an existing facility is taken out of full or partial service for permanent Rearrangement, and/or any work on an existing facility which will be removed or restored to its original condition after such Construction activities are completed.

**"Term"** means the duration between the date the Agreement was fully executed by the Parties and the first date of passenger service.

**"Traffic Control and Lighting Work"** means the removal and reinstallation, modification of existing, or installation of new traffic control devices or lighting systems.

**"Traffic Management Plan"** or **"TMP"** means a plan that addresses traffic control requirements in construction areas through a worksite traffic control plan and along detour routes through a traffic circulation plan.

**"Utility"** means a privately, publicly, or cooperatively owned line, facility, or system (including municipal or government lines, facilities, and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar item, including any fire or police signal, traffic signal, streetlight, or other systems associated with any publicly-owned roadways.

**"Utility Adjustment"** means a relocation (temporary or permanent), abandonment, protection-in-place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, rearrangement, or modification of an existing Utility necessary to effect a condition equal to the existing Utility facilities, excluding any Betterments.

**"Utility Conflict"** means an existing Utility which LACMTA determines requires a Utility Adjustment in order to construct, operate or maintain the ESP2 Project in compliance with the Final Environmental Documents and, subject to Section 2.5(a) (Permits), and Applicable Law.

**"Work Order"** means a work request submitted by LACMTA to the City authorizing the performance of any work associated with the ESP2 Project and the associated purchase of required materials.

11.2 **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), 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) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);
  - (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);
  - (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.

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

APPROVED AS TO FORM

DAWYN R HARRISON,  
County Counsel

By: \_\_\_\_\_  
Elena Eggers  
Senior Deputy County Counsel

**"LACMTA"**

THE LOS ANGELES COUNTY METROPOLITAN  
TRANSPORTATION AUTHORITY, a California county  
transportation authority existing under the Authority of  
§§ 130050.2 *et seq.* of the California Public Utilities  
Code

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_,  
City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Attorney

**"CITY"**

CITY OF MONTEBELLO,  
a California municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Manager (or designee)

ATTEST

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
City Clerk

**EXHIBIT 1 – PROJECT DESCRIPTION**

The ESP2 Project is a contemplated extension of the E (Gold) Line light rail transit line that will extend services from the current terminus at the Atlantic Station in the unincorporated community of East Los Angeles to the city of Whittier within the Gateway Cities subregion of Los Angeles County. The ESP2 Project would extend the existing E (Gold) Line approximately 9.0 miles and include seven new stations and a maintenance and storage facility. The extension would serve the cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs and Whittier, and the unincorporated communities of East Los Angeles and West Whittier-Los Nietos.

As of the date of this Agreement, LACMTA contemplates the ESP2 Project occurring in multiple phases. In December 2022, the LACMTA Board selected an initial operating segment to Greenwood (Atlantic/Pomona Station to Greenwood Station) as the locally preferred alternative with an open-air underground station at the Atlantic/Pomona station, underground stations at Atlantic/Whittier and the Citadel, at-grade guideway in Montebello including the at-grade Greenwood Station and the Montebello Maintenance Storage Facility. The LACMTA Board also approved environmentally clearing through CEQA the full project alignment to Whittier with a terminus at Lambert Station, confirming the LACMTA Board's commitment to the eventual buildout of the ESP2 Project to Whittier. In order to access potential additional funding sources at a federal level, LACMTA will also proceed into the NEPA process.

The ESP2 Project will provide improved and reliable transit service to meet the mobility needs of residents, employees, and visitors who travel within the corridor. In addition to advancing the goals of LACMTA's Vision 2028 Strategic Plan, objectives of the ESP2 Project include:

1. Enhance regional connectivity and air quality goals by extending the existing Metro E (Gold) Line further east from the East Los Angeles terminus.
2. Provide mobility options to increase accessibility and convenience to and from eastern Los Angeles County.
3. Improve transit access to activity centers and employment within eastern Los Angeles County that would be served by the ESP2 Project.
4. Accommodate future transportation demand resulting from increased population and employment growth.
5. Enable jurisdictions in eastern Los Angeles County to address their transit-oriented community goals, and provide equitable development opportunities.
6. Improve accessibility and connectivity to transit-dependent communities.

EXHIBIT 2 – PROJECT PHASES AND PROJECT SCHEDULE

**Part A: Phases**

As of the date of this Agreement, the phasing and time periods for the ESP2 Project are anticipated to be as set out in this Part A. The phases described in this Part A may overlap and the time periods are subject to change.

PHASE	KEY ACTIVITIES
Planning and Advanced Conceptual Engineering Phase	<p>Key activities include:</p> <ul style="list-style-type: none"> <li>• Preparation of the draft environmental documents</li> <li>• Certification of the Final Environmental Documents (as applicable)</li> <li>• Preparation of Advanced Conceptual Engineering</li> <li>• Preparation of the contracting and procurement plan</li> </ul>
Design Phase	<p>Key activities include:</p> <ul style="list-style-type: none"> <li>• Agreement by the Parties on Design and/or Construction work to be performed by the City (including any City-Performed Project Work and Adjacent Work) in accordance with <u>Sections 3.1(b) (Design Responsibilities)</u> and <u>4.1(b) (Construction Responsibilities)</u> of this Agreement</li> <li>• Procurement of LACMTA Contractor to deliver the ESP2 Project</li> <li>• Development of Engineering and Final Design by LACMTA and its Contractor</li> <li>• Design review and support services provided by the City in accordance with this Agreement</li> </ul>
Construction Phase	<p>Key activities include:</p> <ul style="list-style-type: none"> <li>• Construction of the ESP2 Project (including any Rearrangements and Utility Adjustments)</li> <li>• Inspection, Substantial Completion, and Final Acceptance</li> </ul>
Operation and Maintenance Phase	<p>Key activities include:</p> <ul style="list-style-type: none"> <li>• Operation of passenger service</li> <li>• Maintenance of the ESP2 Project</li> </ul>

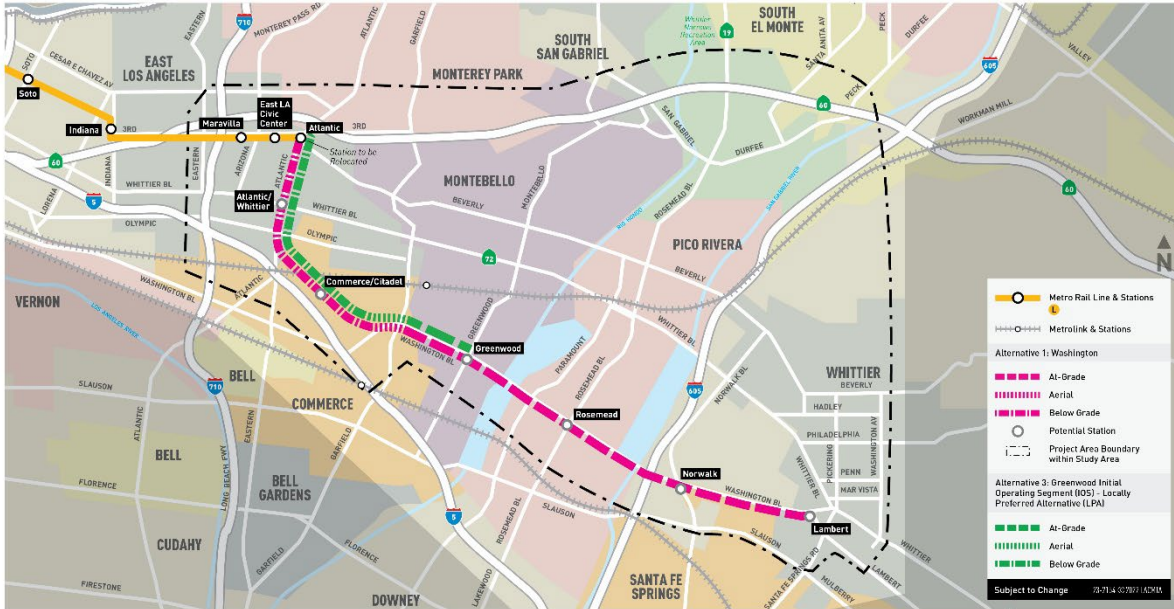
**Part B: Project Schedule**

As notified by LACMTA to the City or otherwise incorporated in an amendment to this Agreement.

EXHIBIT 3 – PROJECT SITE

Part A: ESP2 Project Site

Eastside Transit Corridor Phase 2  
Project Map



Alternative 2: Commerce/Citadel IOS is no longer being considered.

Part B: City Portion

The drawing depicting the City Portion will be as notified by LACMTA to the City or otherwise incorporated in an amendment to this Agreement.



**EXHIBIT 4 – ROLES AND RESPONSIBILITIES**

**Part A: LACMTA Representative and City Representative**

The initial designations of the LACMTA Representative and City Representative are as follows:

<b>LACMTA Representative</b>	LACMTA Chief Program Management Officer or such other person, or the holder of a specified office or position, specified, from time to time, by LACMTA’s Chief Executive Officer, or his/her designee
<b>City Representative</b>	City Manager or his/her designee

**Part B: Summary of Key Roles and Responsibilities**

<b>Phase</b>	<b>LACMTA / LACMTA Contractors</b>	<b>City</b>
<b>General</b>	Performing all LACMTA obligations under this Agreement and ensuring that LACMTA Contractors comply with the provisions of this Agreement	Performing all City obligations under this Agreement and ensuring that City Contractors comply with the provisions of this Agreement
<b>Planning and Advanced Conceptual Engineering Phase</b>	Managing the planning process and preparing environmental documents including the Final Environmental Documents (as applicable)  Preparing Advanced Conceptual Engineering for the ESP2 Project  Preparing the contracting and procurement plan for the ESP2 Project	Providing support and assistance to LACMTA in obtaining Governmental Approvals and dealing with other third parties with respect to the City Portion
<b>Design Phase</b>	Discussing and identifying any Design and/or Construction work to be performed by the City (including any City-Performed Project Work and/or Adjacent Work)  Preparing Procurement Documents and managing the procurement of LACMTA Contractors for the Design and Construction work  Preparing and submitting Designs for the City Portion to the City for review and Approval to the extent required by this Agreement  Acquiring Right-of-Way as required for the ESP2 Project  Monitoring performance of LACMTA Contractors	Discussing and identifying any Design and/or Construction work to be performed by the City (including any City-Performed Project Work and/or Adjacent Work)  Continuing to provide support and assistance to LACMTA in obtaining Governmental Approvals and dealing with other third parties with respect to the City Portion  Reviewing and approving Designs for the City Portion submitted to the City  Performing other Design-related obligations under any Work Orders  Providing assistance to LACMTA in procuring any right-of-way necessary for the City Portion to the extent set out in this Agreement
<b>Construction Phase</b>	Performing the Construction Work in accordance with the Final Designs, LACMTA Contract, and other requirements, and provisions of this Agreement	Performing Construction-related obligations under any Work Orders

Phase	LACMTA / LACMTA Contractors	City
	<p>Performing inspection on the construction of Rearrangements within Public Right-of-Way in the City Portion</p> <p>Monitoring performance of LACMTA Contractors</p>	<p>Performing inspection on the construction of Rearrangements within Public Right-of-Way in the City Portion</p> <p>Coordinating Adjacent Work, City Construction Work and City Maintenance Work</p>
<b>Operation and Maintenance Phase</b>	<p>Operating and maintaining the ESP2 Project, including performing any operation and maintenance work allocated to LACMTA under the provisions of this Agreement.</p>	<p>Performing any operation and maintenance work allocated to the City under the provisions of this Agreement.</p> <p>Coordinating maintenance work and Adjacent Work with LACMTA and LACMTA Contractors</p>

**Part C: Issue Resolution Ladder and Decision-Making Protocols**

City Team	Partial List of Key Functions for Decision or Approval	LACMTA Team
City Manager, Director of Public Works	<p>Spearhead council approvals.</p> <p><b>Level 2</b> decision makers for the purposes of the issue resolution ladder described below.</p>	LACMTA Deputy Chief Planning (until approval of the Final Environmental Documents) or LACMTA Deputy Chief Program Management (following approval of the Final Environmental Documents)
Director of Public Works, City Engineer	<p>Approve all final Construction plans and related documents as required by this Agreement.</p> <p>Provide overall leadership in timely resolution of Design, Construction, plan review, and related administrative matters.</p> <p>CA Professional Engineer Registration</p> <p><b>Level 1</b> decision makers for the purposes of the issue resolution ladder described below.</p>	LACMTA Senior Executive Officer or designated LACMTA Project Manager
City Public Works Construction Department Head or City designated Project Manager or equivalent designated representative(s)	<p>Provide Construction support as specified in this Agreement.</p> <p>Manage assigned resources and coordinate interactions between the City, LACMTA, and LACMTA Contractors as it relates to Construction support.</p> <p>Provide independent quality assurance (IQA) functions where LACMTA performs work within City Right-of-Way such as street improvement, signal, lighting, and utility work.</p>	LACMTA designated Project Manager (Executive Officer or Deputy Executive Officer) or designated Construction Manager (Deputy Executive Officer or Senior Director)
City Public Works Permit Division Head or equivalent	<p>Oversee and coordinate all plan reviews as specified in this Agreement.</p>	LACMTA designated Project Engineer (Deputy Executive Officer or Senior Director levels), consultant

<b>City Team</b>	<b>Partial List of Key Functions for Decision or Approval</b>	<b>LACMTA Team</b>
designated representative(s)	<p>Manage and coordinate interaction of the City with LACMTA and LACMTA Contractors as it relates to Design review and comment resolution.</p> <p>Provide the necessary coordination in planning, engineering, technical, analytical and administrative support services with respect to Design approval including fire/life safety, police/public security, access, transportation engineering, civil and structural engineering, street lighting engineering, drainage, sanitation, landscaping, and related maintenance requirements.</p> <p>Skilled in change management and expedited approvals.</p>	construction manager, and LACMTA Third Party Admin Dept Project Lead (Civil)
City Traffic Engineer or equivalent designated representative(s)	Approve Traffic Management Plan and all worksite traffic control plans, and any Design Documentation for the Final Design pertaining to both permanent and temporary traffic controls (signals, striping, detours, lane closures, MUTCD restrictions, lighting, etc.).	LACMTA designated Project Engineer (Deputy Executive Officer or Senior Director), consultant construction manager, LACMTA Third Party Admin Dept Project Lead (Civil) and traffic engineering consultants

**Issue Resolution Ladder**

Issues between the Parties that arise with respect to the ESP2 Project under this Agreement that cannot be resolved at the working level will be escalated by the Parties for resolution as follows:

1. If the issue is unresolved at the working level for 20 Days commencing on the date when LACMTA or the City first identifies the issue to the other in a meeting (as documented in meeting minutes), or in an email notification to the other marked "Issue for Resolution" in the subject line and describing the issue or difference and the background to it (together with any supporting information), then on the 21st day:
  - a. the applicable LACMTA team member described in the table above will escalate the issue to the LACMTA Level 1 decision maker identified in the table above; and
  - b. the applicable City team member described in the table above will escalate the issue to the City Level 1 decision maker identified in the table above,

in each case describing the issue and the background to the issue in a position paper (together with any supporting materials). The Level 1 decision maker from the Parties will then meet within ten Days of being notified of the issue to attempt in good faith to resolve the issue.

2. If the Level 1 decision makers are unable to resolve the issue within ten Days of being notified of the issue:
  - a. the LACMTA Level 1 decision maker will escalate the issue to LACMTA's Level 2 decision maker identified in the table above; and
  - b. the City Level 1 decision maker will escalate the issue to the City's Level 2 decision maker identified in the table above,

in each case describing the issue and the background to the issue in a position paper (together with any supporting materials). The Level 2 decision makers from the Parties will then meet within ten Days of being notified of the issue to attempt in good faith to resolve the issue.

3. If the Level 2 decision makers are unable to resolve the issue within 20 Days of being notified of the issue, then either Party may refer the issue to the dispute resolution procedures under Article 9 (Resolution of Disputes).

Any meetings of the Level 1 or Level 2 decision makers may be held in person or via videoconference or teleconference. Any resolution of an issue agreed by the Parties will be documented by the Parties in writing, and any amendments to this Agreement agreed by the Parties as part of the resolution will be documented in accordance with Section 10.7 (Amendments) of this Agreement. To the extent that the LACMTA Representative or City Representative is not also a Level 1 or Level 2 decision maker, each Party is responsible for ensuring that its representative is notified of any issue, escalation, and any resolution reached.

**EXHIBIT 5 – UTILITY ADJUSTMENT PROCEDURES**

LACMTA and the City will perform the following actions and activities with Utilities that conflict with the City Portion:

**1. Identification of Utility Conflicts**

1.1 The City will coordinate and cooperate with LACMTA in providing any locational data or other information in its possession regarding the existence and location of Utilities within the City Portion.

1.2 LACMTA will identify Utility Conflicts within the City Portion and deliver a list of the identified Utility Conflicts to the City, including:

- (a) City-owned Utilities; and
- (b) private Utilities.

The list of identified Utility Conflicts will include the anticipated Utility Adjustment to address each Utility Conflict and a schedule defining when such Utility Adjustments should be performed. The City acknowledges and agrees that identification of Utility Conflicts within the City Portion will be an iterative process and that LACMTA may update the list of identified Utility Conflicts during all phases of the ESP2 Project.

**2. Interface with Utility Owner**

2.1 Within 20 Days (or any other time period agreed by the Parties) following delivery of a Utility Conflict identification list under Section 1.2 (*Identification of Utility Conflicts*) of this EXHIBIT 5, for each Utility Conflict that has been identified, the City will:

- (a) review any applicable franchise agreement and identify in a Notice to LACMTA (attaching any applicable franchise agreements and any other supporting documentation) the following terms under any applicable franchise agreement:
  - (i) the process to have the Utility owner perform the required Utility Adjustment (including any Notices to be delivered);
  - (ii) procedures to obtain further locational data or other information regarding the Utility;
  - (iii) responsibility for Costs for the required Utility Adjustment;
  - (iv) timeframes for the required Utility Adjustment; and
  - (v) constraints or limitations on the City's ability to exercise its franchise rights for the purposes of Utility Adjustments to address a Utility Conflict within the City Portion; and
- (b) exercise any rights under any applicable franchise agreement or Applicable Law to obtain locational data and other information regarding the Utilities within the City Portion and shall provide any and all such information received from the Utility owner to LACMTA.

2.2 Within 30 Days (or any other time period agreed by the Parties) of delivery of a Utility Conflict identification list under Section 1.2 (*Identification of Utility Conflicts*) of this EXHIBIT 5, the Parties will meet to:

- (a) review the information provided by the City under Section 2.1 (*Interface with Utility Owner*) of this EXHIBIT 5 and any comments or questions from LACMTA regarding the terms of each applicable franchise agreement;
- (b) consider any real property rights held by LACMTA in the City Portion to be raised and addressed with the Utility owner;

- (c) identify the points-of-contact for LACMTA and City and the applicable Utility owners with conflicting Utilities;
- (d) discuss and agree to timing and approach and roles and responsibilities under this Exhibit including identifying:
  - (i) whether the City will be requested to exercise franchise rights;
  - (ii) if the City will not be requested to exercise its franchise rights, any other cooperation and coordination activities to be performed by the City in accordance with this Agreement.

2.3 Following each such meeting, the Parties will document the agreed timing, approach and roles and responsibilities to be taken in accordance with this EXHIBIT 5 in minutes signed by each Party:

- (a) for any Utility Conflicts where the Parties have agreed that the City will exercise its rights under the applicable franchise agreement:
  - (i) within ten Days of receipt of a written request from LACMTA the City will exercise its franchise rights under the franchise agreement with the applicable Utility owner by sending written Notice to the applicable Utility owner instructing it to relocate or remove the conflicting Utility or perform any other Utility Adjustment at that Utility owner's expense;
  - (ii) the City will request a meeting with each applicable Utility owner to be attended by the Parties, and at each such meeting the City point-of-contact, with the assistance of LACMTA, will lead the Utility Conflict and Utility Adjustment discussions (including schedule expectations in accordance with the ESP2 Project Schedule for the City Portion and Cost reimbursement expectations);
  - (iii) within the time periods required under the applicable franchise agreement or Applicable Law, the City will coordinate with LACMTA to send any other written notices to the applicable Utility owner, as required under the applicable franchise agreement or Applicable Law in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict and required Utility Adjustment;
  - (iv) within the time periods required under the applicable local, state and/or federal government codes, the City will send all such notices as are required to be submitted for each of the processing steps required by local, state, and federal government codes in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict and required Utility Adjustment (including any utility claim letters, record of investigations, draft utility agreements and/or utility certifications);
  - (v) promptly after delivery by LACMTA (and in any case within the time periods required under the applicable franchise agreement or under Applicable Law), the City will submit to each applicable Utility owner any required project plans, Designs, and other relevant documents for the City Portion prepared by LACMTA for that Utility owner's review;
  - (vi) all responses to reviews, comments and other correspondence relating to a Utility Conflict or the exercise of franchise or other City rights in accordance with this Exhibit from Utility owners shall be delivered to the City in accordance with the time periods required under the applicable franchise agreement or under Applicable Law or any more stringent schedule agreed with the Utility owner for the ESP2 Project, with a copy to LACMTA. If a Utility owner fails to provide a copy to LACMTA, the City agrees to forward a copy of such responses, comments or other correspondence to LACMTA within three Days of receipt;
  - (vii) LACMTA will address any comments received from Utility owners and will submit responses to the Utility owner with a copy to the City. If LACMTA is not permitted to submit responses

directly to the Utility owner under the terms of the franchise agreement or otherwise under Applicable Law, the City agrees to transmit LACMTA's response to the Utility owner;

- (viii) for the Utility Adjustments to be performed by that Utility owner, the City shall request that the applicable Utility owner prepare and deliver: (A) 65%, 85% and 100% Designs (or, if Design stages are defined in the applicable franchise agreement, in accordance with the terms of the applicable franchise agreement) including, at a minimum, horizontal design, profiles, shoring, and worksite traffic control plans; and (B) "as-built" drawings in a CAD file format acceptable to LACMTA and to the City showing all Utility Adjustments performed by the Utility owner within 60 Days after completion of such Utility Adjustment work;
- (ix) the City shall exercise its rights under the terms of the franchise agreement or otherwise under Applicable Law to coordinate the Design of the Utility Adjustment with the Design for the City Portion and ensure that the Design for the Utility Adjustment does not interfere with, disrupt or delay the Design, Construction, operation or maintenance of the City Portion, including ensuring that the Utility owner delivers or the City shall otherwise deliver promptly upon receipt from the Utility owner, copies of all Designs and plans for the Utility Adjustment work to LACMTA and shall give LACMTA the right to review and comment on the Designs and plans for the Utility Adjustment work. Any LACMTA comments to or acceptance or Approval of a Utility owner's Design under this Exhibit 5 will not relieve the Utility owner or its contractors from professional liability (errors and omissions) as the Design Engineer of Record for any Utility Adjustment performed by the Utility owner or its contractors; and
- (x) with respect to Design and Construction work for Utility Adjustments that are to be performed by a Utility Owner, the City shall:
  - (A) enforce the Utility owner's schedule for Design and Construction in accordance with any timelines set out under the terms of the City franchise agreement, Applicable Law or any more stringent schedule agreed with the Utility owner for the ESP2 Project;
  - (B) assist in coordinating the Utility owner's schedule for Construction with LACMTA's ESP2 Project Schedule and shall otherwise require that the Utility owner comply with Section 2.6 (Coordination of Work) of this Agreement with respect to the coordination of the Utility Adjustment work;
  - (C) ensure all Costs incurred for that Design and Construction work are in conformance with the terms of any applicable franchise agreement or Applicable Law;
  - (D) perform inspections (including surveys) to ensure that all such Utility Adjustments are constructed in accordance with the approved Designs;
  - (E) invite LACMTA to inspect all such Utility Adjustments together with the City; and
  - (F) if requested by LACMTA, undertake subsequent enforcement actions to enforce its franchise rights with respect to a required Utility Adjustment in the event no action is taken by the applicable Utility owner in response to a notice issued by the City under this EXHIBIT 5. Section 2.7 (Utility Adjustments) of this Agreement will apply with respect to the City's Costs incurred in taking such enforcement actions; and to the extent that the applicable Utility owner disputes the City's right to exercise its franchise rights or other rights under Applicable Law with respect to a Utility Adjustment for the City Portion and/or commences any actions or legal proceedings with regard to the same, LACMTA's indemnity in favor of the City under Section 8.1 (Indemnity) of this Agreement will apply. If requested by LACMTA, the City will suspend or withdraw any enforcement or defense of its franchise rights or rights under Applicable Law to require a Utility Adjustment in the City Portion; or



- (b) for any other Utility Conflict, the City will cooperate with and assist LACMTA in performing the necessary steps to ensure that applicable Utility owners implement the Utility Adjustments necessary to address conflicting Utilities that will impact the City Portion including:
  - (i) if requested by LACMTA, attending meetings with the Utility owners;
  - (ii) notifying LACMTA of any other Utility works requested by the City for City projects unrelated to the City Portion and coordinating any such other Utility adjustments with LACMTA; and
  - (iii) providing LACMTA with all information available to the City regarding Utility Conflicts or potential Utility Conflicts.

## EXHIBIT 6 – DESIGN REQUIREMENTS

1. **General Design Criteria**

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

- (a) the Design requirements set out in this EXHIBIT 6, or otherwise under the terms of this Agreement and the relevant Work Order (if applicable); and
- (b) all Governmental Approvals, Applicable Law and City Standards subject to Section 3.5 (City Standards) of this Agreement.

2. **City Standards**

The Parties agree that, for the purposes of this Agreement, the "City Standards" will be those City Design standards and ordinances notified by the City to LACMTA or otherwise incorporated in an amendment to this Agreement in accordance with Section 3.5 (City Standards) of this Agreement.

3. **Specific Design Requirements For Rearrangements**

- 3.1 **Surface Openings.** To the extent operationally and fiscally practical, LACMTA shall locate surface openings, if any to mitigate: (a) the effect on existing features of landscape and improvements; and (b) public disruption; in each case taking into account health and safety concerns.
- 3.2 **Landscaping.** Trees and landscaped areas under ownership or daily control of the City shall be preserved whenever practical. Trees within the ESP2 Project Site which are not being removed by LACMTA, shall be protected. If the City elects and right-of-way is available, trees that must be removed due to Rearrangements will be replaced or relocated, if practicable, by LACMTA in accordance with the LACMTA tree policy in effect at the time of Project Definition or the Final Environmental Documents, whichever is more stringent. Replacement work shall be performed in accordance with applicable City Standards and shall be coordinated with the City. Landscaped areas removed due to Rearrangements shall be restored to the original condition to the extent practical as agreed to by the City and LACMTA.
- 3.3 **Traffic Signal and Lighting Systems.** If a Rearrangement requires Traffic Signal and/or Lighting Work, then LACMTA shall obtain the City's Approval of LACMTA's Traffic Signal and Lighting Design (which consent may not be unreasonably delayed or withheld).
- 3.4 **Private Projections in Public Ways.** If LACMTA determines that a private projection in, over or under any City Facility or Public Rights-of-Way must be removed to accommodate the ESP2 Project, LACMTA will issue a Work Order to the City and the City shall take all reasonable actions within its powers to require the elimination of such projections by the time specified in the Work Order. If the City is not empowered to affect the removal of such projections, or if LACMTA otherwise elects, LACMTA will make its own arrangements for removal of such projections. The City will cooperate with LACMTA to minimize the Cost of eliminating, moving, removing or otherwise terminating projections.
- 3.5 **City Communications Facilities.** The relocation of any conflicting underground City communications facilities shall be performed by employing intercept-style manholes at both ends of each conflicting communications conduit segment, directly on the alignment of existing conduit segment(s), and beyond the area of the conflicting communications facilities.

4. **Preparation and Submission of Design Documentation**

For those Rearrangements where LACMTA is responsible for the Design work under the provisions of this Agreement, LACMTA shall, and will ensure that LACMTA Contractors will:

- (a) prepare and submit all Design Documentation to the City:

- (i) in Packages in accordance with the schedule notified to the City as part of the Annual Work Plan process (as may be updated and notified to the City from time to time); and
  - (ii) in a manner and at a rate which, having regard to the quantum of Design Documentation submitted, will give the City the opportunity to review the submitted Design Documentation in accordance with EXHIBIT 7 (LACMTA Submittal Review Procedure);
- (b) ensure that the Design Documentation submitted for the Final Design highlights any material amendments made since any earlier submittal of that Design Documentation, and is of a level of detail which is sufficient to permit the City to determine whether the Design Documentation complies with this Agreement, and the Construction work which will be performed in accordance with the Design Documentation will comply with this Agreement;
- (c) invite the City to attend any pre-submittal workshops held where Design Documentation for a Rearrangement is to be presented; and
- (d) if reasonably requested by the City, provide additional supporting information and/or make available the appropriate Design personnel to participate in post-submittal Design review meetings, to explain the Design Documentation for a Rearrangement or a particular element of it.

**EXHIBIT 7 – LACMTA SUBMITTAL REVIEW PROCEDURE**

**1. General**

- 1.1 The Parties agree that individuals undertaking Design review on behalf of the City under this Agreement shall, where practicable, be consistent throughout the Design Phase. The City will ensure that any individual undertaking Design review on behalf of the City under this agreement has the appropriate qualifications, capability and experience to perform the review.
- 1.2 The procedures set out in this EXHIBIT 7 will govern all LACMTA Submittals to the City pursuant to this Agreement.

**2. Review Procedure**

- 2.1 The City shall use reasonable endeavors to notify LACMTA and LACMTA's Contractor (if applicable) within 10 Days of receipt of an LACMTA Submittal from LACMTA or an LACMTA Contractor if the City considers (acting reasonably) that the LACMTA Submittal is incomplete or deficient for the purpose of the City's review (or deficient to the extent that the City is unable to proceed with its review) and requires re-submission, together with a detailed description of the information that the City deems to be missing or deficient. If no such Notice is delivered by the City within 14 days of receipt of an LACMTA Submittal, the LACMTA Submittal shall be deemed complete and acceptable for the purposes of the City proceeding with its review.
- 2.2 For those LACMTA Submittals submitted for review but not formal Approval to the City (including, Design Documentation submitted for those stages of Design Development review that precede the Final Design), the City shall complete its review and issue its comments to LACMTA and the LACMTA Contractor within the LACMTA Submittal Review Period. For those LACMTA Submittals that have been designated as requiring City review and Approval under this Agreement (including, submission of a Final Design Document for Approval), the City shall complete its review, issue its comments, and confirm its Approval or rejection, within the LACMTA Submittal Review Period.
- 2.3 All Compliance Comments shall be transmitted in the form of a comment matrix or, if mutually agreed, through another equivalent format, and shall reference the City Standard applicable to the Compliance Comment, and be accompanied by an annotated LACMTA Submittal (if applicable). Where a database is used for transmission of comments, LACMTA will provide the City (and the relevant City Contractors) with user accounts and training for this purpose.
- 2.4 If no comments are received within the LACMTA Submittal Review Period, the LACMTA Submittal shall be deemed complete and approved by the City.
- 2.5 The Parties acknowledge that the process set out in this EXHIBIT 7 is intended to facilitate the LACMTA Submittal review process and be consistent with the LACMTA Guidelines on Enhanced Partnering Coordination, and shall supersede the submittal/shop drawing review schedules specified in any standards referenced in this Agreement.

**3. Grounds for Objection or Comment**

- 3.1 The City will only be entitled to reject an LACMTA Submittal under Section 2 (Review Procedure) of this EXHIBIT 7 if such LACMTA Submittal fails to comply with the requirements of this Agreement, and as specified in the City's Compliance Comments.
- 3.2 If the City rejects an LACMTA Submittal in accordance with Section 2 (Review Procedure) of this EXHIBIT 7, LACMTA must (or must require that the relevant LACMTA Contractor):
  - (a) address the Compliance Comments and re-submit the LACMTA Submittal for review; or

(b) notify the City that it does not agree with the grounds for rejection. If LACMTA does not agree with the grounds for rejection on the basis that such grounds would constitute a Betterment, Article 5 (Betterments) of this Agreement shall apply.

3.3 The City agrees that during the Final Design stage, it shall not raise any new issues, or make comments which are inconsistent with its comments on earlier submittals, or with any changes previously agreed to by the City.

3.4 The City's Approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with the most recent earlier submittal for such Rearrangement, modified as appropriate to respond to the City's Compliance Comments on such earlier submittal (to the extent such comments were made in accordance with the provisions of this Agreement), and to reflect any subsequent changes agreed to by the Parties.

4. **No Commencement of Construction Work**

LACMTA and the City must not commence or permit the commencement of any Construction work that is the subject of, governed by or dependent upon an LACMTA Submittal until LACMTA (or LACMTA Contractor) has submitted the relevant LACMTA Submittal to the City in accordance with this EXHIBIT 7 and:

(a) within seven Days of receiving a Notice from LACMTA (or relevant LACMTA Contractor) that the City failed to respond to an LACMTA Submittal within the relevant LACMTA Submittal Review Period, the City fails to respond to such LACMTA Submittal; or

(b) the City has notified LACMTA (and relevant LACMTA Contractor, as applicable) that it approves such LACMTA Submittal.

**EXHIBIT 8 – CONSTRUCTION REQUIREMENTS**

**1. General Requirements**

- (a) Any Construction work for any Rearrangements for the City Portion to be performed within the Public Rights-of-Way shall be performed in accordance with:
  - (i) The approved Final Design (including any changes agreed under Section 3.6 (Changes to Design) of this Agreement);
  - (ii) all Governmental Approvals, Applicable Law and City Standards, subject to Section 3.5 (City Standards) of this Agreement;
  - (iii) the schedule for such Construction work agreed under the relevant Work Order (if applicable) or otherwise under the Project Schedule; and
  - (iv) all other Construction requirements set out in this EXHIBIT 8 or otherwise under the Project Definition, provisions of this Agreement and any relevant Work Order (if applicable).
- (b) In conjunction with its contractors, LACMTA will be responsible for conducting public outreach to provide proper notification to the affected communities prior to and during Construction, complying with the Final Environmental Documents.

**2. Extended Working Hours**

The Parties acknowledge that extended work hours may be necessary to facilitate Construction of the City Portion. The Parties will agree to such work hours following joint review of the schedule and activities to be carried out by LACMTA and LACMTA Contractors. If a change is required to the agreed working hours, the Parties will negotiate in good faith to agree to such change.

**3. Haul Routes**

The Parties will agree to haul routes reasonably necessary to facilitate Construction of the City Portion. If a change is required to an agreed haul route, the Parties will negotiate in good faith to agree to such change.

**4. Interruptions**

- (a) The Parties acknowledge that certain components of the work in the City Portion will require interruption of City services. The Parties will agree to a plan for any such interruptions and, subject to City Approval of the plan, the City consents to scheduled interruption of services deemed necessary by LACMTA. LACMTA must provide the City prior Notice before City services are interrupted.
- (b) In advance of any scheduled interruption of City services, LACMTA will cooperate with the City to minimize such interruptions, and will notify affected parties including residents and businesses located within 1/4 mile of the work, Council offices, and other elected officials. The City acknowledges that notification may be delayed where LACMTA is required to interrupt services in the event of emergency. Where the City determines that Temporary Facilities are necessary and appropriate, LACMTA shall accommodate any reasonable request.

**5. Notification Matrix**

Prior to the start of the Construction phase, the City will notify LACMTA of its notification matrix providing the name, phone number and email address of the designated point of contact for the ESP2 Project within each City department.

## 6. Pedestrian and Vehicular Traffic Circulation and Access

### 6.1 General Requirements

- (a) LACMTA or LACMTA Contractors shall develop a plan for any Construction work performed within the Public Rights-of-Way.
- (b) LACMTA or LACMTA Contractors shall develop plans for actions to raise public awareness of upcoming Construction work, and assist affected parties in the resolution of complaints related to Construction.
- (c) The City acknowledges that the Construction work to be performed by LACMTA or LACMTA Contractors within the Public Rights-of-Way is intended to be performed progressively under multiple packages, and that plans and reports described in this EXHIBIT 8 may be prepared for each package.
- (d) The City understands that LACMTA requires flexibility in the execution of Construction, and LACMTA will ensure that any plan prepared by LACMTA or LACMTA Contractors will, at a minimum, meet the City's requirements that are necessary to provide for public health and safety (including pedestrian and vehicular safety), and consistent with the Basis of Design.
- (e) LACMTA and the LACMTA Contractors shall take all appropriate actions to ensure safe performance of the Construction work within the Public Rights-of-Way. The City reserves the right to stop work if public health and safety is or will be compromised by such work.

### 6.2 Worksite Traffic Control Plans

Worksite Traffic Control Plans (WTCP) shall include:

- (a) plans for the handling of vehicular and pedestrian traffic on streets within or adjacent to a Construction work zone showing street closures, detours, warning devices and other pertinent information;
- (b) actions to maintain access to businesses, schools and residences located within or adjacent to a Construction work zone; and
- (c) The Work Area Traffic Control Handbook (WATCH) Manual can be used to implement lane closures as explicitly allowed in the WATCH Manual. An engineered WTCP must be developed, submitted to and approved by the City for all closures not explicitly allowed by the WATCH Manual. Temporary traffic signal plans, if required, shall be developed, submitted to and approved by the City.

### 6.3 Temporary Street Lighting Plans

LACMTA or the LACMTA Contractors shall develop temporary street lighting plans, which shall include:

- (a) safety and security at nighttime for vehicular and pedestrian traffic traveling on streets through a Construction work zone;
- (b) lighting devices, circuit and power service connections, and other pertinent information as applicable.

Any street lighting plans prepared under this Section 6.3 will be submitted for review and Approval in accordance with Section 7 (Temporary Facilities) below.

### 6.4 Traffic Management Plan (TMP)

- (a) The Parties may agree that a street, highway, bridge, or other Public Right of Way shall be temporarily or permanently closed for the necessity of the ESP2 Project. If such closure is agreed to, a TMP shall be developed by LACMTA or the LACMTA Contractor as part of the applicable plan. A TMP shall be prepared only for streets classified as collector or high and shall include:



- (i) WTCP, and temporary traffic signal and street lighting plans as required;
  - (ii) Synchro analysis of affected streets;
  - (iii) mitigations for emergency services;
  - (iv) community outreach plan; and
  - (v) construction schedule for the applicable work activities including an analysis on the impacts to the community.
- (b) Any TMP prepared under this Section 6.4 shall be submitted for review and Approval in accordance with Section 7 (Temporary Facilities) below.

**7. Temporary Facilities**

**7.1 City Facilities**

Temporary Facilities may be necessary to facilitate Construction of the ESP2 Project (including Rearrangements). LACMTA or its designee may use, without cost, lands owned or controlled by the City for Construction related purposes including, but not limited to, the erection and use of Temporary Facilities thereon, provided that the City shall first approve in writing the availability, location and duration of the Temporary Facilities, with the City's Approval not to be unreasonably withheld. If no response is received from the City within 45 Days of receipt of a request to use such lands, LACMTA's request to use lands owned or controlled by the City shall be deemed approved.

Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA or the LACMTA Contractor shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the Parties agree to some other arrangement.

**7.2 LACMTA Facilities**

In the event that Temporary Facilities are necessary to implement a Rearrangement being constructed by the City, the City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using or erecting Temporary Facilities thereon, provided that LACMTA shall first approve in writing the availability, location and duration of the Temporary Facilities. If no response is received from LACMTA within 45 Days of receipt of a request to use such lands, the City's request to use lands owned or controlled by LACMTA shall be deemed approved.

Upon completion of the Rearrangement, the City shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the City and LACMTA agree to some other arrangement.

**8. Temporary Decking or Plating**

LACMTA or LACMTA Contractors shall ensure that where required, temporary decking or plating in areas open for use by the public shall not be constructed of exposed timber and shall be designed for the posted speed and loading per the American Association of State Highway and Transportation Officials Load and Resistance Factor Design, latest edition adopted by Caltrans with applicable California Amendments.

The decking surface shall have a minimum dynamic friction factor of 0.35 for skid resistance as measured by California Test Method No. 345, and a minimum static friction factor of 0.60 for slip resistance as measured by American Standards for Testing Materials C1028 to provide safe operating conditions for vehicular and pedestrian traffic under both wet and dry conditions.

The decking surfaces shall be tested for dynamic and static friction values by the City for compliance with established standards as necessary. The end ramp profiles, methods of anchorage, decking/street drainage

provisions shall be submitted to the City. Temporary curb installations shall be submitted to the City for approval and shown on the Traffic Management Plan for reference.

The decking surface conditions shall be installed and maintained per City Standard. If the City does not have a City Standard regarding the installation and maintenance of decking surface conditions, the decking surface conditions shall be installed and maintained in accordance with LACMTA or LACMTA Contractor standards.

**9. Underground Service Alert**

Prior to commencement of any underground work by either Party, an "Underground Service Alert" or "Dig Alert" shall be initiated by such Party or its contractor in accordance with California law.

**10. Environmental Controls**

All Construction work performed by the City or City Contractors pursuant to this Agreement shall comply with the environmental controls established by LACMTA in the LACMTA Contracts, including construction noise and vibration control, pollution controls, archaeological coordination and paleontological coordination.

**11. Salvaged Materials**

The Parties may agree to salvage certain materials belonging to the City during the course of Rearrangement. If materials belonging to the City are to be reused, the LACMTA Contractor shall exercise reasonable care in removal and storage of such materials. Materials shall be inspected and stored until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused in a Rearrangement, but which the City desires to reclaim, may be recovered by the City staff within an agreed time frame or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to the City for retrieval. Subject to acceptance by LACMTA, if materials removed by LACMTA are not reused and are not desired by the City, such materials shall become the property of LACMTA.

**12. As-Built Drawings**

LACMTA shall maintain a set of "as-built" drawings of Rearrangements performed by LACMTA during Construction. Red line mark-ups for temporary street lighting systems, traffic signal systems, and other City Facilities shall be submitted to the City within 15 Days after completion of Construction of Replacement Facilities. Upon completion of the Rearrangement work, LACMTA shall furnish to the City as-built drawings within 75 Days after completion of the work on City Facilities, showing all Replacement Facilities installed in a format consistent with requirements listed in the Basis of Design.

The City shall maintain a set of "as-built" drawings of Rearrangements performed by the City during Construction. Red line mark-ups for temporary street lighting systems, traffic signal systems, and other City Facilities shall be submitted to LACMTA within 15 Days after completion of Construction of Replacement Facilities. Upon completion of the Rearrangement work, the City shall furnish to LACMTA as-built drawings within 75 Days after completion of the work on City Facilities, showing all Replacement Facilities installed in a format as agreed during Early Involvement.

## EXHIBIT 9 – INSPECTION AND ACCEPTANCE PROCEDURE

1. **City Inspections**

- 1.1 City will provide dedicated inspection staff for the ESP2 Project who shall be responsible for overseeing and enforcing code requirements for the construction of City Facilities. In the event the City does not have sufficient City or City Contractor staff available to perform this work, then upon notification from the City, LACMTA may assign LACMTA inspection staff to perform this work on behalf of the City.
- 1.2 LACMTA will provide dedicated inspection staff for the ESP2 Project who shall be responsible for overseeing and enforcing code requirements for all Construction work other than for the construction of City Facilities.

2. **Betterments**

In the event any City Inspector request made under this EXHIBIT 9 is identified as a Betterment, the Parties will follow the Betterment process outlined in Article 5 (Notice of Betterments) of this Agreement.

3. **Substantial Completion**

- 3.1 The following requirements must be satisfied to achieve Substantial Completion of a Rearrangement (or a part of a Rearrangement that is capable of being accepted in advance of completion of the whole):
- (a) LACMTA (or the applicable LACMTA Contractor) has completed the work for the Rearrangement (or applicable part of the Rearrangement) except for Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance;
  - (b) all known defects or omissions in the work for the Rearrangement (or applicable part of the Rearrangement) have been remedied (other than Punch List items); and
  - (c) the Rearrangement (or applicable part of the Rearrangement) is ready for handover to the City in accordance with the requirements set out under this Agreement or in the applicable Project Definition.
- 3.2 If LACMTA considers that the requirements for Substantial Completion of a Rearrangement (or the applicable part of the Rearrangement) have been satisfied in accordance with Section 3.1 (Substantial Completion) of this EXHIBIT 9, LACMTA shall submit a Notice to the City requesting a Statement of Substantial Completion. LACMTA may issue a Notice under this Section 3.2 notwithstanding that there are known Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance, provided that LACMTA's Notice shall include the list of proposed Punch List items.
- 3.3 Within ten Days (or any other time period agreed by the Parties) of delivery of a Notice by LACMTA requesting a Statement of Substantial Completion, the City Inspector and LACMTA will together inspect the Rearrangement (or the applicable part of the Rearrangement) to determine its status of completion in accordance with Section (1)(a)(i) (General Requirements) of EXHIBIT 8 (Construction Requirements) and to agree to the Punch List items.
- 3.4 Within five Days of completion of the inspection of the applicable part of the Rearrangement, the City will either:
- (a) if the City accepts the Rearrangement (or applicable part of the Rearrangement) as Substantially Complete in accordance with the terms of this Agreement subject to any agreed Punch List items and the work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Acceptance, issue a Statement of Substantial Completion together with the Punch List items agreed by the Parties following inspection of the Rearrangement (or applicable part of the Rearrangement); or

- (b) if the City determines that the Rearrangement (or applicable part of the Rearrangement) has not yet achieved Substantial Completion in accordance with the terms of this Agreement, reject by Notice LACMTA's request, together with a Substantial Completion Correction List. Punch List items or outstanding work that is otherwise only required to be performed under this agreement for the purposes of achieving Final Acceptance, will not be a sufficient basis for rejecting a request for a Statement of Substantial Completion. Any such rejection must be on the basis that the work that is outstanding is sufficiently material in nature to prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement).
- 3.5 If the City rejects a request for a Statement of Substantial Completion for a Rearrangement (or any part of a Rearrangement), LACMTA shall perform the corrections set out under the Substantial Completion Correction List, following which LACMTA will again deliver a Notice to the City requesting a Statement of Substantial Completion.
- 3.6 Promptly after issuance of a Statement of Substantial Completion, LACMTA (or LACMTA Contractors) will complete all work items on the Punch List attached to the Statement of Substantial Completion and satisfy remaining obligations under this Agreement required to be completed before Final Acceptance for that Rearrangement, including submittal of applicable "as-built" drawings.
- 3.7 If LACMTA does not agree with the City's rejection of a request for a Statement of Substantial Completion or the corrections listed by the City under a Substantial Completion Correction List, or if the Parties are unable to agree on the Punch List items, the matter will be referred to the issue resolution ladder under EXHIBIT 4 (Roles and Responsibilities) of this Agreement.
- 4. **Statement of Final Acceptance**
- 4.1 The following requirements must be satisfied in order to achieve Final Acceptance of a Rearrangement :
  - (a) the entire work for that Rearrangement is fully completed;
  - (b) all Punch List items for that Rearrangement (or for all parts of that Rearrangement where Substantial Completion of a part was permitted) are completed; and
  - (c) LACMTA (or the applicable LACMTA Contractor) has delivered all "as-built" drawings for the Rearrangement (or for all parts of that Rearrangement where Substantial Completion of a part was permitted).
- 4.2 If LACMTA considers that the requirements for Final Acceptance of a Rearrangement have been satisfied in accordance with Section 4.1 of this EXHIBIT 9, LACMTA shall submit a Notice to the City requesting a Statement of Final Acceptance.
- 4.3 Within ten Days of delivery of a Notice by LACMTA requesting a Statement of Final Acceptance, the City Inspector and LACMTA will together inspect the Rearrangement to determine its status of completion.
- 4.4 Within five Days of completion of the inspection of the applicable part of the Rearrangement, the City will either:
  - (a) if the City accepts that the requirements for Final Acceptance of the Rearrangement have been achieved, issue a Statement of Final Acceptance ; or
  - (b) if the City determines that the requirements for Final Acceptance of the Rearrangement have not been achieved, reject by Notice LACMTA's request, together with a Final Acceptance Correction List.
- 4.5 If the City rejects a request for a Statement of Final Acceptance for a Rearrangement, LACMTA shall perform the corrections set out under the Final Acceptance Correction List, following which LACMTA will again deliver a Notice requesting a Statement of Final Acceptance.

4.6 If LACMTA does not agree with the corrections listed by the City Inspector under a Final Acceptance Correction List, the matter will be referred to the issue resolution ladder set out in EXHIBIT 4 (Roles and Responsibilities) of this Agreement.

5. **Responsibility to Complete the Work**

5.1 Where a Statement of Substantial Completion is issued with respect to a part (and not the whole) of a Rearrangement, LACMTA shall retain full responsibility for completion of the whole of the Rearrangement.

5.2 The issuance of a Statement of Substantial Completion for a Rearrangement (or a part of a Rearrangement) shall not relieve LACMTA of its obligation to complete the Punch List items and to promptly remedy any omissions and latent or unnoticed defects in the Rearrangement covered by the Statement of Substantial Completion in accordance with the warranties under Section 8.2 (Warranty) of this Agreement.

5.3 Until a Statement of Substantial Completion is issued for a Rearrangement (or the applicable part of it), all responsibility for care and maintenance of the Rearrangement (or the applicable part of it) shall be borne by LACMTA. The City will be responsible for the maintenance, loss, or damage to a Rearrangement (or the applicable part of a Rearrangement) upon issuance of a Statement of Substantial Completion except that:

- (a) in accordance with Sections 5.1 and 5.2 above, it shall be LACMTA's continuing responsibility to complete and deliver every part, and the integrated whole, of the Rearrangement and to satisfy the conditions of Final Acceptance of that Rearrangement; and
- (b) responsibility and liability will remain with LACMTA to the extent of the warranties under Section 8.2 (Warranty) of this Agreement.

**EXHIBIT 10 – OPERATION AND MAINTENANCE PRINCIPLES**

**1. Primary Responsibilities**

1.1 LACMTA (directly or through LACMTA Contractors) will be responsible for the operation and maintenance of the ESP2 Project (including maintenance of any low impact development water and storm drain mitigation measures constructed outside of the Public Rights-of-Way as part of the ESP2 Project, on the ESP2 Project Site, or on LACMTA-owned right-of-way).

1.2 The City (directly or through City Contractors) will be responsible for:

- (a) maintenance of all City Facilities within the Public Rights-of-Way including, but not limited to, trees, gutters, sidewalks, ramps, streets, roadways, utilities, vaults, pull boxes, streetlights, traffic signals, traffic loops, striping, signage, irrigation, bioswales and landscape;
- (b) operation of the traffic signal system within the jurisdiction and control of the City; and
- (c) maintenance of all low-impact development water and storm drain mitigation measures constructed within the Public Rights-of-Way.

**2. Traffic Signals**

With respect to its responsibility for the operation of the traffic signal system within the jurisdiction and control of the City, the City shall work cooperatively with LACMTA to facilitate the safe and efficient operation of the City Portion. The City shall not modify the traffic signal model controller software and hardware on the City Portion without notification to and coordination with LACMTA.

**3. Maintenance of the City Portion**

LACMTA shall obtain appropriate permits from the City when performing maintenance work on or near the Public Rights-of-Way and conform to all City permitting requirements for the submittal, review, and Approval of temporary traffic control plans, use of public rights-of-way, or any other activity requiring a permit or license. All traffic control devices shall conform to accepted City practices and shall be installed and maintained in accordance with the California Manual on Uniform Traffic Control Devices and/or approved worksite traffic control plans. All City staff Costs incurred for permitting such work shall be reimbursed by LACMTA through the Work Order process set forth in this Agreement.

**4. Utility Contracts**

In the event the City enters into a contract with private Utility companies for the provision of electricity and/or the applicable water district for the provision of water supply in connection with the ESP2 Project, LACMTA shall similarly procure separate license and cooperative agreements with such private Utilities. Further, if the City owns and operates its own "power" department and the ESP2 Project draws electricity from this source, then such agreements shall include a "power restoration" priority provision regarding outages resulting from emergencies whereby the ESP2 Project and future operations shall be provided with the highest priority consistent with other state-wide designated essential facilities.

**5. Track Allocation**

The City and any City Contractors shall comply with LACMTA's Track Allocation/Work Permit Procedures in effect at the time of any Construction, Maintenance or repair work on or in the vicinity of the ESP2 Project or Project Site.

EXHIBIT 11 – FORMS

Part A: Form 60

Name of Offeror/Contractor/Utility Company (Name of Preparer):		Scope of Work/Deliverable (provide expanded description on Form 60 page 2)			
Home office address					
Division(s) and Locations where Work is to be performed		LACMTA Solicitation/Proposal/Contract Number/Work Order/Change Notice and/or Change Order Reference Number(s):			
NOTE: For proper calculations of cost elements link additional sheets to this summary page.					
1.	<b>Direct Labor</b>	<b>Est. Hours</b>	<b>Rate Per Hour</b>	<b>Est. Cost</b>	<b>TOTAL</b>
2.		0.00	\$0.00	\$0.00	
3.		0.00	\$0.00	\$0.00	
4.		0.00	\$0.00	\$0.00	
5.	<b>TOTAL DIRECT LABOR HOURS</b>	<b>0.00</b>	<b>TOTAL DIRECT LABOR</b>		<b>\$0.00</b>
6.	<b>Labor Overhead (O/H)</b>	<b>O/H Rate</b>	<b>x Base</b>	<b>Est. Cost</b>	
7.		0%		\$0.00	
8.	<b>TOTAL LABOR OVERHEAD</b>				<b>\$0.00</b>
9.	<b>Direct Material</b>			<b>Est. Cost</b>	
10.	<b>a. Purchase Parts</b>			\$0.00	
11.	<b>b. Subcontracted items</b>			\$0.00	
12.	<b>c. Other</b>			\$0.00	
13.	<b>TOTAL DIRECT MATERIAL</b>				<b>\$0.00</b>
14.	<b>Equipment</b>	<b>Unit Cost</b>	<b>Est. Cost</b>		
15.		\$0.00	\$0.00		
16.		\$0.00	\$0.00		
17.	<b>TOTAL EQUIPMENT</b>				<b>\$0.00</b>
18.	<b>Subcontractors*</b>			<b>Est. Cost</b>	
19.				\$0.00	
20.				\$0.00	
21.				\$0.00	
22.	<b>TOTAL SUBCONTRACTORS</b>				<b>\$0.00</b>
23.	<b>TOTAL BURDENED COST (add lines 5, 8, 13, 17 and 22)</b>				<b>\$0.00</b>
24.	<b>Other Direct Costs</b>			<b>Est. Cost</b>	
25.				\$0.00	
26.				\$0.00	
27.				\$0.00	
28.	<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$0.00</b>
29.	<b>Travel</b>			<b>Est. Cost</b>	
30.	<b>a. Transportation</b>			\$0.00	
31.	<b>b. Per Diem or Subsistence</b>			\$0.00	
32.	<b>TOTAL TRAVEL</b>				<b>\$0.00</b>
33.	<b>General and Administrative Expense</b>	<b>Rate %</b>	<b>% x Line 23</b>		
34.		0%	\$0.00		
35.	<b>TOTAL GENERAL AND ADMINISTRATIVE EXPENSE</b>				<b>\$0.00</b>
36.	<b>TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)</b>				<b>\$0.00</b>
37.	<b>Profit/Fee</b>	<b>Total Labor and Overhead (line 5 + line 8)</b>	<b>Rate %</b>	<b>% x Total Labor and Overhead</b>	
38.			0%	\$0.00	
39.	<b>TOTAL FEE</b>				<b>\$0.00</b>
40.	<b>TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)</b>				<b>\$0.00</b>



**EXECUTION VERSION**

41.	Milestone /Task Number	Milestones/Tasks	Hours	Completion Date	Payment Amount		
42.					\$0.00		
43.					\$0.00		
44.					\$0.00		
45.		<b>TOTAL MILESTONES/TASKS (Must equal line 40)</b>				<b>\$0.00</b>	
	* Attach Form 60 for all proposed subcontractors performing work under Form 60 Prime Contractor where applicable. Transfer Est. Cost to this Section.						
46.	Fill in applicable sections only						
47. Has any Agency of the United States Government, State government, local public agency or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past 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 <input type="checkbox"/> , has not <input type="checkbox"/> , 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 <input type="checkbox"/> , has not <input type="checkbox"/> , 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	
1	
2	
3	
4	
	Track Allocation Request for Metro active bus rapid right-of-way encroachment is anticipated per stated Scope of Work. The following information is provided in advance to facilitate final Metro TAR Approval:
1	
2	
3	
4	
FORM 60 IS SIGNED AND EXECUTED WITH THE FOLLOWING ADDITIONAL ASSUMPTIONS:	
1 CITY AS-BUILT RESEARCH BY CITY FOR METRO PROJECTS IN THE PLANNING PHASE SHALL BE TREATED AS PART OF LABOR OVERHEAD PORTION OF COST	

Part B: City Betterment Request Form

CITY BETTERMENT REQUEST

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

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

From: City of Montebello (City)

Subject Scope/Scope Element: \_\_\_\_\_

Project: Eastside Transit Corridor Phase 2 (ESP2) Project

Pursuant to the Cooperative Agreement (CA) between the City and LACMTA with respect to the ESP2 Project, this shall serve as a formal Notice that the following design and/or construction scope is requested to be delivered as a Betterment as defined within the CA.

Scope of requested Betterment:

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

Estimated rough order of magnitude cost: \_\_\_\_\_

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

CITY OF MONTEBELLO

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

LACMTA has reviewed the above City Betterment Request and:

1. rejects the requested Betterment in accordance with the CA on the basis that the Betterment is:
  - incompatible with the Project;
  - cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
  - requested after establishment of the Basis of Design for the project.
2. approves the Betterment in accordance with the CA subject to the following changes or terms as negotiated with the City (if none, enter "none"):

\_\_\_\_\_

---

An estimated cost is listed below:

Design Costs: \$ \_\_\_\_\_ Construction Costs: \$ \_\_\_\_\_

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

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

---

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

CITY OF MONTEBELLO

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Part C: LACMTA Notice of Potential Betterment<sup>1</sup>

NOTICE OF POTENTIAL BETTERMENT

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

To: City of Montebello (City)

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

Subject Scope/Scope Element: \_\_\_\_\_

Project: Eastside Transit Corridor Phase 2 (ESP2) Project

Pursuant to the Cooperative Agreement (CA) between the City and LACMTA, this shall serve as a formal Notice that the following City comment or request with respect to the Design Documentation, Construction plans, and/or work for the ESP2 Project has been identified as a potential Betterment as defined within the CA.

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

\_\_\_\_\_  
\_\_\_\_\_

The City comment or request has been identified as a potential Betterment based on the CA and following justification:

- if implemented, the City comment or request would comprise an upgrade, change or addition to a City Facility (or a part of a City Facility) that provides for greater capacity, capability, durability, appearance, efficiency, function or other betterment of that City Facility over that which was provided by the City Facility prior to the ESP2 Project, and none of the exclusions listed in the CA apply; or
- If implemented, the City comment or request would comprise a change in or supplement to the City Standards applicable to that work after the establishment of the Basis of Design, and none of the exclusions listed in the CA apply.

Details: \_\_\_\_\_  
\_\_\_\_\_

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

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

<sup>1</sup> Please refer to Article 5. This is the form that would be used by LACMTA if it identifies a City request or comment as a potential Betterment. The reasons for identifying a City request or comment as a potential Betterment listed in the form are intended to align with the definition of Betterment. It also includes a response form from the City, withdrawing the comment or enclosing a City Betterment Request.

The City has reviewed the above LACMTA Notice of Potential Betterment and:

- withdraws the relevant City comment or request referenced in the above LACMTA Notice of Potential Betterment; or
- submits the City comment or request referenced in the above LACMTA Notice of Potential Betterment as a City request for a Betterment in accordance with Article 5 (Betterments) of the CA and for this purpose encloses a completed City Betterment Request.

CITY OF MONTEBELLO

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT 12 – CITY-PERFORMED PROJECT WORK****1. Request for the City to Perform Design and/or Construction Work**

1.1 In accordance with Section 3.1(b)(ii) (Design Responsibilities) and Section 4.1(b)(ii) (Construction Responsibilities) of this Agreement, LACMTA may request by Notice that the City prepare a Cost estimate and proposal for the City to perform Design work and/or Construction work with respect to the City Portion of the ESP2 Project. The request submitted by LACMTA shall set out:

- (a) the proposed scope, criteria, specifications, and requirements for the proposed City-Performed Project Work which may include Utility Conflicts (taking account of the information identified and agreements reached under EXHIBIT 5 (Utility Adjustment Procedures));
- (b) any prescribed governmental and/or lender requirements applicable to the proposed City-Performed Project Work under any applicable grant, funding or financing agreements; and
- (c) the then-current Project Schedule and proposed schedule for the City-Performed Project Work, including the proposed dates for providing the City and the City Contractors with access to the Project Right-of-Way.

1.2 Within 15 Days after submission of a Notice by LACMTA under Section 1.1 (Request for the City to Perform Design and/or Construction Work) above, the Parties will meet to discuss the request and following such meeting the City will, within 15 Days of such meeting, Notify LACMTA if it is not able to perform or procure the City-Performed Project Work, or within 30 Days of such meeting will provide LACMTA with:

- (a) the City's estimate for the Cost of procuring and/or performing the City-Performed Project Work;
- (b) any City comments or proposed adjustments to LACMTA's proposed schedule for performing the City-Performed Project Work; and
- (c) any City comments to the proposed scope, criteria, specifications, and/or requirements for the City-Performed Project Work.

1.3 The Parties will discuss in good faith the Cost estimate and comments submitted by the City and mutually agree to the scope, criteria, specifications, requirements, Cost estimates, and schedule for the proposed City-Performed Project Work.

1.4 If the Parties agree that the City will proceed with a procurement for the City-Performed Project Work, the City will submit a Form 60 in accordance with Section 2.3 (Work Orders) of this Agreement and, following agreement of the Parties, LACMTA will issue a Work Order authorizing the performance of the City-Performed Project Work.

**2. Schedule for City-Performed Project Work**

2.1 Any schedule for City-Performed Project Work prepared and agreed by the Parties under Section 1 above will be aligned with, and allow for, the timely delivery of the City Portion in accordance with the Project Schedule. The agreed schedule for City-Performed Project Work will be attached to the applicable Work Order.

2.2 If at any time the City becomes aware of any delay to the procurement or performance of any City-Performed Project Work, the City shall promptly give Notice to LACMTA to that effect specifying the reason for the delay, the estimated impact to the agreed schedule, and any potential mitigations to recover the schedule.

**3. Constructability Reviews of Designs for the City-Performed Project Work**

Where the City-Performed Project Work includes only Construction work (and not the preparation of the Designs for that Construction work) then, if requested by LACMTA, agreed by the Parties and authorized



under a Work Order, the City or City Contractor (if included as part of a procurement under Section 4 (Procurement of City-Performed Project Work) below) will perform Design support services including performing constructability reviews prior to commencing the City-Performed Project Work.

**4. Procurement of City-Performed Project Work**

4.1 Any procurement for City-Performed Project Work that will not be performed by City forces shall be performed:

- (a) on the basis of full and open competition;
- (b) utilizing the agreed scope, criteria, specifications, and requirements applicable to the scope of the City-Performed Project Work that is being procured;
- (c) in accordance with the requirements set out in this EXHIBIT 12 or otherwise under the provisions of this Agreement;
- (d) in accordance with the applicable Annual Work Plan and Work Orders, including the agreed schedule set out under the applicable Annual Work Plan and Work Orders; and
- (e) in accordance with all Governmental Approvals, Applicable Law, and any additional prescribed governmental and/or lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 2.8 (Governmental and Lender Requirements) of this Agreement.

4.2 Prior to advertising a procurement for the performance (in whole or in part) of City-Performed Project Work, the City shall provide LACMTA with the draft Procurement Documents, including the draft contractual terms and conditions, intended to be issued by the City for that work. LACMTA will review the draft Procurement Documents and provide comments to the City. The Parties will discuss in good faith and resolve comments submitted by LACMTA and mutually agree to the form of Procurement Documents to be issued by the City. If the Parties are unable to agree to the form of Procurement Documents, LACMTA may withdraw the request for City-Performed Project Work in accordance with Section 4.4 below.

4.3 LACMTA shall have the right to require a minimum number of bids or proposals, to review the bids or proposals received, and to approve the recommendation for contract award prior to presentation to the City Council for award. The City agrees that it shall not present a contract for any part of City-Performed Project Work to the City Council for award until the bidder or proposer proposed for the award has been approved by LACMTA.

4.4 LACMTA reserves the right (in its sole discretion) to withdraw the request for City-Performed Project Work at any time during procurement and to require that the City cancel the procurement and reject all bids or proposals. LACMTA shall be required to reimburse the City for the costs of services in coordinating and managing the procurement in accordance with the terms of the applicable Work Order.

**5. Performance of City-Performed Project Work**

5.1 After review and Approval of any contract award under Section 4 (Procurement of City-Performed Project Work) of this EXHIBIT 12 and the City's submission of a Form 60 in accordance with Section 2.3 (Work Orders) of this Agreement, LACMTA will issue a Work Order authorizing the performance of the City-Performed Project Work (or a part of it, as applicable). The payment terms for the City-Performed Project Work will be mutually agreed by the Parties under that Work Order.

5.2 Any City-Performed Project Work shall be performed in accordance with:

- (a) in the case of any Construction work, the Final Design for the City-Performed Project Work that is Approved-for-Construction;

- (b) the requirements set out in this EXHIBIT 12 or otherwise under the provisions of this Agreement, and the agreed scope, criteria, specifications, requirements, and contractual terms and conditions;
- (c) the environmental controls established in the LACMTA Contracts for the ESP2 Project, including construction noise and vibration control, pollution controls, and archaeological and paleontological coordination;
- (d) the applicable Annual Work Plan and Work Orders, including the agreed schedule set out under the applicable Annual Work Plan and Work Orders;
- (e) good industry practice;
- (f) the Project Right-of-Way constraints and other physical limits affecting the City Portion; and
- (g) the Final Environmental Documents and all other applicable Governmental Approvals, Applicable Law, and any additional prescribed governmental and/or lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 2.8 (Governmental and Lender Requirements) of this Agreement.

5.3 In performing any City-Performed Project Work, the City and any City Contractors, must comply with all quality assurance, quality control, and quality management requirements set out in the agreed scope, criteria, specifications, and requirements, and in accordance with Applicable Law.

5.4 In performing any City-Performed Project Work, the City and any City Contractors shall coordinate their work with the work of LACMTA and LACMTA Contractors, including as defined under any interface requirements set out in the agreed scope, criteria, specifications, requirements, and contractual terms and conditions.

5.5 The City will obtain LACMTA's Approval for any modifications to any City Contract for City-Performed Project Work, and shall inform LACMTA promptly when the City has reason to believe that the agreed Cost estimate for the City-Performed Project Work is likely to be exceeded, and shall obtain LACMTA authorization of such Cost increase in accordance with Section 2.3 (Work Orders) of this Agreement.

**6. Inspection**

All City-Performed Project Work will be subject to inspection for conformance to agreed scope, criteria, specifications, requirements, and contractual terms and conditions.

**7. Debarred Contractors**

In accordance with California Public Contract Code Section 6109(a), the City shall not perform City-Performed Project Work with any contractor who is ineligible to perform work on a public works project pursuant to California Labor Code Section 1777.1 or Section 1777.7. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between the City and a debarred contractor is void as a matter of law. A debarred contractor may not receive any public money for performing work as a contractor on a public works contract, and any public money that may have been paid to a debarred contractor by the City for City-Performed Project Work shall be returned to LACMTA. The City shall be responsible for the payment of wages to workers of a debarred contractor who has been allowed by the City to perform any City-Performed Project Work. The Parties agree to strictly comply with the Applicable Law, and will act on information related to any debarred contractor in accordance with Applicable Law.

## EXHIBIT 13 – EARLY INVOLVEMENT

**Part A: Early Involvement Procedures****1. Initial Meeting(s)**

Within 30 Days of delivery of a Notice from LACMTA initiating the Early Involvement Procedures, LACMTA will convene an initial meeting (or initial meetings, as required) with the City. Topics for the initial meeting(s) will include:

- (a) an update from LACMTA on the:
  - (i) LACMTA team members responsible for delivery of the ESP2 Project;
  - (ii) status of the ESP2 Project, including the anticipated Project ROW, funding sources, phasing, and contracting and procurement plan;
  - (iii) anticipated elements and scope of work within the City Portion;
  - (iv) Project Schedule including the anticipated date for issuance of the Procurement Documents for the ESP2 Project; and
  - (v) key risks identified for the ESP2 Project that may impact the schedule or implementation of the Design and Construction of any Rearrangements; and
- (b) a discussion of the resource needs to support the ESP2 Project and Project Schedule, both in terms of the Early Involvement Procedures and the later phases of the ESP2 Project.

**2. Resourcing**

If the first Annual Work Plan for the ESP2 Project has not already been agreed and/or a Work Order covering the work, support, and services to be performed as part of the Early Involvement Procedures has not already been authorized, then following the initial meeting(s) held under Section 1 (Initial Meeting(s)) above, the Parties will prepare and agree to the first Annual Work Plan and/or Work Order (as required) in accordance with Sections 2.2 (Annual Work Plan) and 2.3 (Work Orders) of this Agreement.

**3. Project Definition****3.1 Review of Design Documentation**

- (a) To the extent not already submitted to the City prior to the Effective Date, LACMTA will submit to the City the ACE Design Documentation and/or any Design Documentation based on further Design Development undertaken.
- (b) LACMTA will convene a workshop(s) to present the ACE Design Documentation and/or Design Documentation based on any further Design Development undertaken. The agenda for the workshop(s) will include discussions of key aspects of the Design of the ESP2 Project that may impact the scope and Basis of Design for the Rearrangements. Such key Design elements may include:
  - (i) roadway width, alignment and tie-ins
  - (ii) sidewalk and parkway widths;
  - (iii) bus/rail interface and bus stops (including bus pad lengths and locations);
  - (iv) curb ramps, radii and ADA requirements;

- (v) signaling, pre-emption, and illumination requirements;
  - (vi) hydraulics and drainage;
  - (vii) landscaping, tree removals and replacements; and
  - (viii) track alignment and pedestrian circulation at station plazas.
- (c) The City will actively participate in the Design workshop(s) and provide LACMTA with written comments to the ACE Design Documentation and any further Design Documentation submitted to it (to the extent not already submitted prior to the Effective Date) in accordance with EXHIBIT 7 (LACMTA Submittal Review Process) to assist in the identification of the scope of Rearrangements, City Standards, Basis of Design, and Utility Adjustments as described below.
- (d) LACMTA will notify the City of any matters or issues relating to the scope of Rearrangements, Basis of Design, or other matters or issues referred to in this Part A that may be agreed at a later stage based on, among other matters, the contracting and procurement plan and Project Schedule.

### 3.2 Scope of Rearrangements

- (a) Together with the preparation and review of the ACE Design Documentation and any other Design Documentation submitted to the City, the Parties will identify or mutually agree (as applicable) to the scope of Rearrangements for the purpose of issuance of the Procurement Documents for the ESP2 Project as follows:
- (i) LACMTA will identify: (A) any removals, replacements, restorations, alterations, reconstruction, support, or relocation of all or a portion of any Conflicting Facilities whether permanent or temporary, and (B) any installation of new City Facilities which LACMTA determines in its sole discretion are necessary to comply with Applicable Law. If the City determines that the join line or tie-in point between any Rearrangements and an existing City Facility as depicted in the Design Documentation is inadequate, LACMTA will perform its evaluation and may add a transition of up to ten linear feet; and
  - (ii) LACMTA and the City will discuss in good faith and mutually agree to: (A) any removals, replacements, restorations, alterations, reconstruction, support, or relocation of all or a portion of any Conflicting Facilities whether permanent or temporary, and (B) any installation of new City Facilities which are necessary in order to construct, operate or maintain the ESP2 Project, or as a result of the impact of the Construction, operation, or maintenance of the ESP2 Project.
- (b) The Rearrangements identified or mutually agreed to under this Section 3.2 will be listed in the Project Definition.

### 3.3 Identification of Betterments

- (a) To the extent that the City identifies any proposed Betterments falling within paragraph (a) of the definition of "Betterment", during its review of the ACE Design Documentation and any other Design Documentation or otherwise during the activities under this Part A, it will submit a completed City Betterment Request for LACMTA's review and Approval in accordance with Section 5.1 (Notice of Betterments) of this Agreement.
- (b) LACMTA will review any City Betterment Requests submitted by the City and counter-sign the City Betterment Request to the extent a requested Betterment is approved in accordance with Section 5.2 (Approval of Betterments) of this Agreement.
- (c) Any Betterments approved by LACMTA for inclusion in the ESP2 Project (at the City's cost, in accordance with the Agreement) will be included in the Project Definition as described under Section

3.11 (Establishing the Project Definition) below. The Parties acknowledge that any additional mitigations (at the City's cost) with respect to the Betterment may need to be included and addressed in the Final Environmental Documents and the City agrees to cooperate with LACMTA in providing all such information and documents as may be required for this purpose.

**3.4 Initial Identification of Utility Conflicts**

- (a) Together with the preparation and review of the ACE Design Documentation, any other Design Documentation, and otherwise as requested by LACMTA, the City will coordinate and cooperate with LACMTA in providing any locational data or other information as described in Section 1 (*Identification of Utility Conflicts*) of EXHIBIT 5 (Utility Adjustment Procedures).
- (b) Prior to establishing the Project Definition, LACMTA may submit an initial list of identified Utility Conflicts as described in Section 1 (*Identification of Utility Conflicts*) of EXHIBIT 5 (Utility Adjustment Procedures), in which case the Parties will perform the activities under Sections 2.1 and 2.2 (*Interface with Utility Owner*) of EXHIBIT 5 (Utility Adjustment Procedures) with respect to the Utility Conflicts identified on that initial list.

**3.5 City Standards**

- (a) Following identification of a Rearrangement under Section 3.2 (Scope of Rearrangements) above, the City will review the list of City Standards set out in EXHIBIT 6 (Design Requirements) of this Agreement or otherwise notified to LACMTA and confirm to LACMTA in writing the City Standards applicable to the Design, Construction, and submission of as-built drawings for the Rearrangement, and any amendments or additions to those City Standards applicable to the Design and Construction of the Rearrangement.
- (b) LACMTA will notify the City if it objects to the City's list of applicable City Standards on the basis of Section 3.5 (City Standards) of this Agreement and/or of any requested deviations to those City Standards necessary for the ESP2 Project.
- (c) The list of City Standards (and any deviations) agreed to by the Parties will be included in the Project Definition as described under Section 3.11 (Establishing the Project Definition) below.

**3.6 Basis of Design**

- (a) LACMTA may convene and the City will participate in workshop(s) to discuss the scope, criteria, specifications and requirements for each Rearrangement.
- (b) Following presentation of the ACE Design Documentation and any other Design Documentation, and identification of a Rearrangement under Section 3.2 (Scope of Rearrangements), and the workshops and provision of information under Section 3.6(a) above, LACMTA will submit for City review the draft scope, criteria, specifications and requirements for that Rearrangement that form or are intended to form, the basis of the Procurement Documents to be issued by LACMTA and that include the Design and/or Construction of the Rearrangement within its scope. Together with such submission, LACMTA will submit a table of requested deviations from any City Design or Construction criteria notified to LACMTA under Section 3.6(a) above. The City will review the draft scope, criteria, specifications and requirements for that Rearrangement for compliance with the City Standards identified under Section 3.5 (City Standards) above and otherwise for compliance with this Agreement and provide comments to LACMTA in accordance with EXHIBIT 7 (LACMTA Submittal Review Procedure).
- (c) The Parties will discuss in good faith and resolve comments submitted by the City and mutually agree to the Basis of Design. The Basis of Design agreed by the Parties will be included in the Project Definition as described under Section 3.11 (Establishing the Project Definition) below.

### 3.7 Construction Requirements

The Parties will discuss in good faith the key aspects of Construction for the ESP2 Project. Such elements may include:

- (a) variances, full street closures, lane closures and streets subject to any other street closure restrictions, including discussion and identification of any required City Council approvals, and lead time for City Council approvals or other proceedings that may be required for potential street closures or other significant Construction operations;
- (b) instrumentation; and
- (c) support of excavation requirements.

The approach to these elements agreed by the Parties will be included in the Project Definition as described under Section 3.11 (Establishing the Project Definition) below.

### 3.8 Allocation of Responsibilities

LACMTA will discuss allocation of responsibilities for Design and Construction and may request that the City:

- (a) perform Design and/or Construction work with respect to a Rearrangement in accordance with Sections 3.1 (Design Responsibilities) and 4.1 (Construction Responsibilities) of this Agreement; and/or
- (b) perform additional Construction work with respect to the City Portion of the ESP2 Project that is not part of any Rearrangement in accordance with Section 4.1 (Construction Responsibilities) of this Agreement and pursuant to the procedures and subject to the requirements set out under EXHIBIT 12 (City-Performed Project Work).

### 3.9 Anticipated Schedule and Resource Requirements

- (a) LACMTA will convene a schedule workshop to present to the City the anticipated Project Schedule for the City Portion including the schedule for procurement, Design Development, right of way acquisition, Construction, testing and commissioning.
- (b) The Parties will review the anticipated Project Schedule, acknowledging it is preliminary, and acknowledging that the scheduling of Design Package reviews will be established by the applicable LACMTA Contractor, and look ahead to forecast resource requirements for the City to be able to support timely delivery of the ESP2 Project in accordance with the terms of this Agreement, taking into account the allocation of responsibilities under Section 3.8 (Allocation of Responsibilities) above.

### 3.10 Anticipated Interfaces and Adjacent Work

- (a) In accordance with the terms of this Agreement, City will promptly notify LACMTA of any known or anticipated Adjacent Work and any other known or anticipated Design or Construction interfaces with respect to the ESP2 Project. In addition, the City will promptly notify LACMTA of any known deficiencies in any City Facilities within the City Portion for the ESP2 Project that may reasonably be expected to give rise to Adjacent Work or a Design or Construction interface with respect to the ESP2 Project.
- (b) LACMTA will convene and the City will participate in any Adjacent Work or other interface workshop(s) to agree to the approach to coordinating Design inputs and scheduling of Construction or other work.

3.11 **Establishing the Project Definition**

- (a) All matters agreed under this Part A will be documented by the Parties, in the form of Project Definition set out in Part C (Form of Project Definition) of this EXHIBIT 13. LACMTA will prepare and sign the Project Definition and submit it to the City for the City's review, acceptance and counter-signature.
- (b) Any matters not agreed at the time of documenting and signing the Project Definition will be described in the Project Definition. Unless LACMTA has notified the City that such outstanding matters may be agreed at a later stage of the ESP2 Project based on, among other matters, the contracting and procurement plan and Project Schedule, matters marked as not agreed will be referred to the Level 2 decision makers identified in Part C (*Issue Resolution Ladder and Decision-Making*) of EXHIBIT 4 (Roles and Responsibilities) for the purposes of achieving resolution prior to the scheduled advertisement of the Procurement Documents associated with the Design of the Rearrangements.



**Part B: Reimbursement for Participation in Early Involvement Procedures****1. Eligible for Reimbursement**

The following activities performed as part of the Early Involvement Procedures are eligible for reimbursement in accordance with Sections 2.3 (Work Orders) and 7.1 (Reimbursements to the City) of this Agreement:

- (a) Review of ACE Design Documentation and other Design Documentation submitted to the City for purposes of defining and agreeing to the Project Definition; and
- (b) All technical, support services, and other activities described in Part A (Early Involvement) of this EXHIBIT 13 and not expressly excluded under Section 2 (Not Eligible for Reimbursement) below.

**2. Not Eligible for Reimbursement**

The following activities performed as part of the Early Involvement Procedures are not eligible for reimbursement in accordance with Sections 2.3 (Work Orders) and 7.1 (Reimbursements to the City) of this Agreement:

- (a) participation in and coordination of community engagement activities;
- (b) performance by the City of its obligations as a responsible agency or cooperating agency (as applicable) for the purposes of the environmental review and approval process for the ESP2 Project, including:
  - (i) provision of as-builts or other necessary information, documents, or data;
  - (ii) review of draft environmental documents;
  - (iii) providing feedback on the scope of the project transportation analysis;
  - (iv) access, safety and operational analyses;
  - (v) identifying City or LACMTA-led projects that can off-set vehicle miles traveled (VMT);
  - (vi) station connectivity analyses, as applicable;
  - (vii) feasibility study review and comment;
  - (viii) alternatives assessment review and comment;
  - (ix) public right-of-way protocols;
  - (x) tree removals to be addressed in the environmental documents; and
  - (xi) support for outreach to stakeholders during the Planning and Advanced Conceptual Engineering Phase.

**Part C: Form of Project Definition**

**PROJECT DEFINITION FOR THE ESP2 PROJECT**

This Project Definition has been agreed in accordance with the Cooperative Agreement between LACMTA and the City dated [●] ("**Agreement**"). Words defined in the Agreement have the same meaning in this Project Definition.

<b>IMPORTANT NOTICE:</b>	
<p>(1) This is the Project Definition for the ESP2 Project and will apply to the ESP2 Project as set out in the Agreement, subject only to amendments made in accordance with the terms of the Agreement and to any matters marked as not yet agreed in this Project Definition.</p> <p>(2) In accordance with the Agreement and subject only to amendments made in accordance with the Agreement, the City acknowledges that, with respect to the ESP2 Project in this Project Definition:</p> <p>(a) LACMTA will rely on this Project Definition to prepare and advertise the applicable Procurement Documents (<u>Section 2.10 (Early Involvement)</u> of the Agreement); and</p> <p>(b) any changes or additions to the Basis of Design, including to the City Standards included in the Basis of Design, applicable to a Rearrangement after the establishment of this Project Definition shall, subject to <u>Section 2.10(d) (Early Involvement)</u> of the Agreement and the exclusions set out in the definition of "Betterment" under the Agreement, be deemed a Betterment for the purposes of the Agreement (<u>Section 2.10 (Early Involvement)</u> of the Agreement).</p>	
<b>Project Details</b>	
<b>Date of Project Definition:</b>	<i>[Insert date of notice.]</i>
<b>LACMTA Representative:</b>	<i>[Include name.]</i>
<b>City Representative:</b>	<i>[Include name]</i>
<b>Project Short Description:</b>	<i>[Insert short (2-3 paragraphs) description of the project (including any updates since issuance of the LACMTA Project Notice), including the project objectives.]</i>
<b>Project URL:</b>	<i>[Include a link to the LACMTA project webpage for the project where further details have been or will be posted.]</i>
<b>Project Environmental Documents:</b>	<i>[Include a link to the LACMTA project webpage for the project where the environmental documents have been or will be posted.]</i>
<b>Anticipated Contract Packages and Anticipated Project Delivery Method for each Contract Package:</b>	<i>[Confirm/identify the anticipated contract packages, for example, LACMTA retained scope, any AUR or other advanced work contract packages, and the core scope package. For each contract package, confirm/identify the anticipated project delivery method.]</i>
<b>Anticipated Funding Sources:</b>	<i>[For the purposes of giving an indication of whether federal requirements will apply, confirm/identify the current anticipated funding sources (local, state, and/or federal).]</i>
<b>Anticipated Schedule (Anticipated Key Milestone Dates):</b>	<i>[Include a summary or attachment showing the current anticipated schedule, including the key milestones relevant to this Agreement. In particular, the anticipated dates/milestones for advertisement of the Procurement Documents, Design Phase and Construction Phase.]</i>

<b>Anticipated Project ROW / City Portion:</b>	<i>[Include a reference to the relevant drawings/ alignment definition under the environmental documents.]</i>																		
<b>Anticipated Resource Needs:</b>	<i>[Document any discussions regarding forward-planning for resource needs for the project.]</i>																		
<b>Agreed Scope, Basis of Design and City Standards</b>																			
<b>Design Documentation Reviewed</b>	LACMTA and the City confirm that they have reviewed the ACE Documentation and other Design Documentation prepared as attached to this Project Definition as Attachment [●] and that comments were received and resolved as set out in Attachment [●].																		
<b>Key Design elements:</b>	<p>LACMTA and the City have identified the following key Design elements as being applicable to the ESP2 Project and have resolved them as set out below: <i>[Describe here or in an attachment. This may include cross-references to the Basis of Design/City Standards referenced in other sections of the Project Definition]</i></p> <table border="1" data-bbox="561 739 1419 1461"> <thead> <tr> <th data-bbox="561 739 990 800">Key Design Elements</th> <th data-bbox="997 739 1419 800">Agreed approach</th> </tr> </thead> <tbody> <tr> <td data-bbox="561 808 990 863">Roadway width, alignment and tie-ins</td> <td data-bbox="997 808 1419 863"></td> </tr> <tr> <td data-bbox="561 871 990 926">Sidewalk and parkway width</td> <td data-bbox="997 871 1419 926"></td> </tr> <tr> <td data-bbox="561 934 990 1041">Bus/rail interface and bus stops (including bus pad lengths and locations)</td> <td data-bbox="997 934 1419 1041"></td> </tr> <tr> <td data-bbox="561 1050 990 1129">Curb ramps, radii and ADA requirements</td> <td data-bbox="997 1050 1419 1129"></td> </tr> <tr> <td data-bbox="561 1138 990 1218">Signaling, pre-emption, and illumination requirements</td> <td data-bbox="997 1138 1419 1218"></td> </tr> <tr> <td data-bbox="561 1226 990 1281">Hydraulics and drainage</td> <td data-bbox="997 1226 1419 1281"></td> </tr> <tr> <td data-bbox="561 1289 990 1369">Landscaping, tree removals and replacements</td> <td data-bbox="997 1289 1419 1369"></td> </tr> <tr> <td data-bbox="561 1377 990 1457">Track alignment and pedestrian circulation at station plazas</td> <td data-bbox="997 1377 1419 1457"></td> </tr> </tbody> </table>	Key Design Elements	Agreed approach	Roadway width, alignment and tie-ins		Sidewalk and parkway width		Bus/rail interface and bus stops (including bus pad lengths and locations)		Curb ramps, radii and ADA requirements		Signaling, pre-emption, and illumination requirements		Hydraulics and drainage		Landscaping, tree removals and replacements		Track alignment and pedestrian circulation at station plazas	
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<b>Scope of Rearrangements:</b>	<i>[Here or by attachment or reference to the ACE, describe the scope of Rearrangements agreed upon.]</i>																		
<b>Betterments:</b>	In accordance with the Agreement, the Betterments described in the Potential Notices of Betterment, signed by the City and accepted, authorized and countersigned by LACMTA, attached under Attachment [●] to this Project Definition will be incorporated into the scope of the project, at the City's cost.																		
<b>Utility Adjustments:</b>	<i>[Here or by attachment, describe any Utility Conflicts already identified and any agreements reached as to the timing, approach, and roles and responsibilities for the related Utility Adjustments.]</i>																		

<b>City Standards:</b>	The Parties agree that the City Standards set out in the Basis of Design and provided to LACMTA on a data storage device such as a flash drive or CD-ROM, will apply to the Design of the Rearrangements, subject to any approved deviations described.							
<b>Basis of Design:</b>	The mutually agreed Basis of Design for the Rearrangements to be performed within the scope of the ESP2 Project is attached as Attachment [●] to this Project Definition.							
<b>Construction Requirements</b>	<p>LACMTA and the City have identified the following key Construction requirements as being applicable to the ESP2 Project and have addressed them as set out [below]/[in Attachment [●]]</p> <table border="1" data-bbox="561 583 1419 1148"> <tr> <td data-bbox="561 583 987 915">Full street closures, lane closures and streets subject to any other street closure restrictions, including discussion and identification of any required City Council approvals, and lead time for City Council approvals or other proceedings that may be required for potential street closures or other significant Construction operations</td> <td data-bbox="993 583 1419 915">[Here or by attachment, describe any the street closures, etc. required for the ESP2 Project and the approach discussed, including any required City Council approvals.]</td> </tr> <tr> <td data-bbox="561 924 987 1037">Instrumentation</td> <td data-bbox="993 924 1419 1037">[Here or by attachment, describe how this will be addressed for the ESP2 Project.]</td> </tr> <tr> <td data-bbox="561 1045 987 1148">Support of excavation requirements</td> <td data-bbox="993 1045 1419 1148">[Here or by attachment, describe how this will be addressed for the ESP2 Project]</td> </tr> </table>		Full street closures, lane closures and streets subject to any other street closure restrictions, including discussion and identification of any required City Council approvals, and lead time for City Council approvals or other proceedings that may be required for potential street closures or other significant Construction operations	[Here or by attachment, describe any the street closures, etc. required for the ESP2 Project and the approach discussed, including any required City Council approvals.]	Instrumentation	[Here or by attachment, describe how this will be addressed for the ESP2 Project.]	Support of excavation requirements	[Here or by attachment, describe how this will be addressed for the ESP2 Project]
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Support of excavation requirements	[Here or by attachment, describe how this will be addressed for the ESP2 Project]							
<b>Allocation of Responsibilities:</b>	<i>[To the extent Design and Construction responsibilities have been allocated to the City, describe those here.]</i>							
<b>Anticipated Adjacent Work or Other Interfaces:</b>	<i>[To the extent Adjacent Work or other interfaces (or deficiencies in existing City Facilities that may reasonably be expected to give rise to Adjacent Work or a Design or Construction interface with respect to the project) are identified, document those here or in an Attachment, together with any agreed approaches to coordinate that work or interface.]</i>							
<b>Outstanding Matters for Resolution:</b>	<i>[To the extent any matters remain outstanding, describe those here (or in an attachment).]</i>							

**ACKNOWLEDGED AND AGREED**

**LACMTA REPRESENTATIVE**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**CITY REPRESENTATIVE**

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

**Attachments to Project Definition**

*[List and incorporate attachments]*

An illustration of a Metro Rail train stopped at a station. The train is yellow and black with 'Metro Rail' and 'Go Metro' branding. The station is a modern building with people walking, a person on a bicycle, and a dog. The background features palm trees and a blue sky. A large yellow tree trunk is on the left side of the image.

# Next stop: further east.

EASTSIDE TRANSIT CORRIDOR PHASE 2

Eastside Transit Corridor Phase 2

Legistar: 2024-1018.

January 2025



Metro

# Recommendation

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

- A. EXECUTE** a Cooperative Agreement (CA) with the City of Montebello for the Eastside Transit Corridor Phase 2 Project Corridor; and
- B. NEGOTIATE** and execute as-needed agreements with other responsible stakeholder agencies, including the cooperative agreements with corridor cities (cities of Commerce, Pico Rivera, Santa Fe Springs, Whittier) and railroad operators.



# Corridor Cities Coordination

Execution of the Cooperative Agreement acknowledges commitment for Metro and Cities to continue working together to develop and implement the ESP2 Project.

- **Spring/Summer 2024** – CA negotiation held with five cities (cities of Commerce, Montebello, Pico Rivera, Santa Fe Springs, and Whittier).
  - July 25, 2024 – Circulated Revised Cooperative Agreement
  - August 22, 2024 – Washington Coalition meeting
  - August 29, 2024 – Deadline to provide final comments
  - September 12, 2024 – Circulated Execution Version
  - October 15, 2024 – Washington Coalition meeting
- **Fall 2024** - City of Montebello approved the Cooperative Agreement at their November 13, 2024 city council meeting.
- **Early 2025** - Continue coordination efforts with cities of Commerce, Santa Fe Springs, Pico Rivera, Whittier and railroads to execute agreements.



## Board Report

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File #: 2024-1099, File Type: Contract

Agenda Number: 20.

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**EXECUTIVE MANAGEMENT COMMITTEE  
JANUARY 16, 2025**

**SUBJECT: ADVERTISING AND COMMUNICATIONS SERVICES**

**ACTION: AWARD CONTRACT**

**RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to:

- A. AWARD a firm fixed unit rate Contract No. PS123964000 to GP Generate, LLC to provide advertising and communications services in the Not-to-Exceed (NTE) amount of \$1,435,875 for the three-year base term, and \$957,250 for the two-year option term, for a total NTE amount of \$2,393,125, effective February 15, 2025, subject to resolution of any properly submitted protest (s), if any; and
- B. PASS-THROUGH the award of individual media purchases associated with the advertising and media services to be provided by GP Generate, LLC for a total NTE amount of \$9,000,000 for the first three-year period and additional pass-through costs of \$6,000,000 for the option term under Contract No. PS123964000, for a total combined NTE contract value of \$17,393,125.

**ISSUE**

Metro's current media buying agency expires on February 28, 2025 and the new media buying agency will start on February 15, 2025 which ensures a smooth transition, avoids disruptions, and allows the new agency time to onboard. Media buying is essential for Metro to effectively communicate with its riders, the communities it serves and potential new riders.

Media buying, often referred to as advertising, enables strategic placement of communication materials including ads across a multitude of media channels and environments with custom messaging to address riders' specific needs. Strategic media buying ensures Metro's transit information and recommendations reach the right audiences, empowering riders to navigate the city efficiently and encouraging non-transit riders to try using Metro. Metro does not have the staff internally to implement media buys. To ensure no disruption in communications outreach efforts, Metro must use a media agency with advanced digital marketing expertise, local insights, and the ability to maximize impact across all platforms.

**BACKGROUND**

A media buying agency is vital for Metro to maximize its ability to reach key audiences, particularly in Equity Focus Communities (EFCs). Strategic ad placements across media channels require a team to research and secure premium exposure at optimal rates, ensuring cost-effective outreach. With a dedicated advertising agency, Metro can deliver tailored transit messaging to underserved areas, and maximize investments by ensuring campaigns are effective, affordable, and efficient wherever they are placed.

Additionally, Metro does not have the same purchasing power as specialized media agencies, which can secure more favorable rates due to their leverage and buying power across multiple clients. Partnering with a media agency will ensure Metro maximizes the value of the media investments while benefiting from industry expertise and cost efficiencies.

The increase in Metro's media placements to retain and attract new riders demands more data analysis, media buying on newer platforms, and creative development, all requiring specialized staff and accounting support. To meet Metro's growing needs, the goal of this procurement was to contract a full-service media buying agency with capabilities to support transit ridership growth, announcing rail openings, service changes, safety improvements, community outreach events and more. This new agency will work closely with Metro's marketing team to assess the advertising budget and develop integrated plans for campaigns that advance Metro's products, services, and brand. The contract will enhance Metro's strategy across all advertising channels, including print, outdoor, broadcast, experiential, digital, programmatic, native, paid and organic search, social, mobile, and emerging media.

## **DISCUSSION**

The recommended advertising agency possesses the necessary competencies to plan, purchase, and execute media advertising campaigns to support the department in achieving the agency's business and communications goals, as outlined above. The project scope consists of the following four services:

- Advertising Strategy Services
- Media Planning and Buying Services
- Analytics and Insight Services
- Creative Development Services
- Administration and Billings Services

These services include developing integrated media strategies and executing media buys across paid, earned, and owned channels. This involves identifying emerging media opportunities, supporting social media campaigns, negotiating competitive advertising rates, and fostering relationships with multiethnic media outlets to target local communities. Services also include researching the effectiveness of individual advertising outlets in delivering Metro's message. The focus is on digital channels and social media platforms, using content such as display, native ads, rich media, and mobile executions. Additionally, the contract covers end-to-end billing management,

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coordinating with vendors/media partners, and submitting consolidated monthly invoices to Metro Accounts Payable department. Payments for media buys will be treated as pass-through expenses per campaign or project.

### **DETERMINATION OF SAFETY IMPACT**

There are no safety issues or impacts associated with this procurement.

### **FINANCIAL IMPACT**

In assessing Metro's potential budget for the life of the Contract, Metro's Marketing department will be responsible for overseeing \$2,393,125 in advertising and communications services along with the estimated \$15,000,000 pass-through costs over the five years that the contract will be in place. The pass-through costs, inclusive of a two-year option, are for both traditional marketing channels (broadcast & cable TV, terrestrial radio, print, outdoor, experiential) and digital channels (websites, social media, native, paid & organic search, connected TV, streaming TV & radio, programmatic and emerging media).

The FY25 Budget includes \$104,523 in Cost Center 7140, Marketing, under Projects 306001 Operations Transportation and 300033 Rail Operations - C Line, for this contract.

Since this is a multi-year contract, the cost center manager and Chief Customer Experience Officer will be accountable for budgeting the cost in future years.

#### **Impact to Budget**

The sources of funding are operating eligible federal, state, and local resources, which are eligible for bus and/or rail operating expenses.

### **EQUITY PLATFORM**

The recommended media agency contract reinforces Metro's dedication to equity and inclusion by implementing targeted strategies to effectively engage all customers and stakeholders. This initiative prioritizes outreach to communities of color and underserved populations through various disciplines, including strategic marketing and communications, messaging, creative design, content development, partnerships, and public relations. Engagement with Community-Based Organizations (CBOs) will be incorporated into strategic marketing plans as needed. By understanding how marginalized or vulnerable communities interact with the city and the transit system, Metro aims to enhance communication, drive equitable outcomes, and improve the customer experience.

The recommended agency demonstrates a strong commitment to advancing diversity, equity, and inclusion. Its innovative and precise approach to media planning and buying reflects its dedication to connecting with low-income groups, people of color, and other marginalized populations. The agency utilizes industry research and analytics tools to deepen media buying strategy and engagement with diverse and multicultural communities.

The Diversity and Economic Opportunity Department (DEOD) established a 3% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) goal for this solicitation. GP

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Generate LLC, a SBE prime, exceeded the goal by making a 42.96% SBE and 6.53% DVBE commitment.

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

The recommended actions support the following 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: Provide responsive, accountable, and trustworthy governance within the Metro organization.

A new media buying agency contract will allow the agency to effectively reach and communicate to diverse ethnic and socio-economic audiences authentically, meaningfully and responsively on all the agency's projects, programs and initiatives.

### **ALTERNATIVES CONSIDERED**

The Board could consider directing Metro to build the media buying team in house, but that alternative is not recommended. To meet Metro's high-volume advertising needs, Metro would require a media buying team with strong digital expertise and local connections. Establishing an in-house media buying and advertising team would require hiring at least six additional full-time employees with expertise in media planning and buying with a focus on digital marketing. In addition, staff would need to invest in new tools and software. Staff has determined that hiring an agency is not cost effective for Metro. This alternative would also require procurement and periodic upgrades of software and tools for campaign and tag management, ad serving, insights and analytics and market research to keep pace with the ever-evolving advertising and media landscape.

### **NEXT STEPS**

Upon Board approval, staff will execute Contract No. PS123964000 with GP Generate, LLC to provide advertising and communications services, effective February 15, 2025.

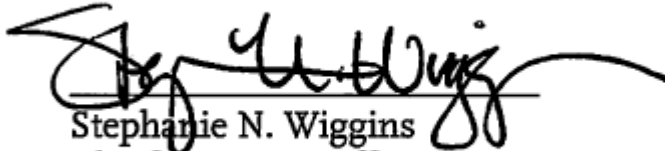
### **ATTACHMENTS**

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by: Tiffany Srisook, Senior Director, Marketing, Marketing Strategy, (213) 922-5285  
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(213) 922-4471

Reviewed by: Jennifer Vides, Chief Customer Experience Officer, (213) 922-4060



Stephanie N. Wiggins  
Chief Executive Officer

**PROCUREMENT SUMMARY**

**ADVERTISING AND MEDIA SERVICES/PS123964000**

1.	<b>Contract Number: PS123964000</b>	
2.	<b>Recommended Vendor:</b> GP Generate, LLC	
3.	<b>Type of Procurement (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> September 10, 2024	
	<b>B. Advertised/Publicized:</b> September 10, 2024	
	<b>C. Pre-Proposal Conference:</b> September 17, 2024	
	<b>D. Proposals Due:</b> October 14, 2024	
	<b>E. Pre-Qualification Completed:</b> November 26, 2024	
	<b>F. Ethics Declaration Forms Submitted to Ethics:</b> October 14, 2024	
	<b>G. Protest Period End Date:</b> January 21, 2025	
5.	<b>Solicitations Downloaded:</b> 81	<b>Bids/Proposals Received:</b> 7
6.	<b>Contract Administrator:</b> Britney Kirkwood Shedrick	<b>Telephone Number:</b> (213) 418-3313
7.	<b>Project Manager:</b> Tiffany Srisook	<b>Telephone Number:</b> (213) 922-5285

**A. Procurement Background**

This Board Action is to approve Contract No. PS123964000 to provide advertising and communications services to meet Metro’s diverse communication needs and align its messaging with the expectations and interests of its wide-ranging audience in Los Angeles County. Board approval of contract award is subject to resolution of any properly submitted protest(s), if any.

On September 10, 2024, Request for Proposals (RFP) No. PS123964 was issued as a competitive procurement in accordance with Metro’s Acquisition Policy and the contract type is a firm fixed unit rate. The Diversity & Economic Opportunity Department recommended a Small Business Enterprise (SBE) goal of 3% and a Disabled Veteran Business Enterprise (DVBE) goal of 3%. Further, the solicitation was subject to the Local Small Business Enterprise (LSBE) Preference which gives eligible proposers 5% preference bonus points added to their overall evaluation score for utilizing local small business firms.

No amendments were issued during the solicitation phase of this RFP.

A total of 81 downloads of the RFP were recorded in the planholders list. A virtual pre-proposal conference was held on September 17, 2024, and was attended by 28 participants representing 13 firms. There were 21 questions received, and responses were provided prior to the proposal due date.



A total of seven proposals were received by the proposal due date of October 14, 2024, from the following firms listed below in alphabetical order:

1. Acento Advertising, Inc.
2. Braven Agency, Inc.
3. GP Generate, LLC
4. Pastilla, Inc.
5. Pulsar Advertising, Inc.
6. Sensis, Inc.
7. Swell Creative Group, LLC

## **B. Evaluation of Proposals**

A Proposal Evaluation Team (PET) consisting of Metro staff from TAP- Systems Projects, Marketing- Special Projects, and Operations- Stations Experience Departments was convened and conducted a comprehensive technical evaluation of the proposals received.

The proposals were evaluated based on the following evaluation criteria:

Phase I: Minimum Qualifications Requirements (Pass/Fail): Proposers must meet the following minimum qualifications requirements at the time of proposal submittal:

- Prime Contractor must have an office within the County of Los Angeles.
- Prime Contractor must have at least five years of experience providing advertising and media services similar to those required in the scope of services within Los Angeles County or other counties within the United States with similar geographic location and demographics to that of Los Angeles County.
- Prime Contractor must have existing or established relationships with multiethnic, multilanguage media channels, including Spanish, Korean, Chinese, Japanese, Armenian, Russian, Vietnamese, Khmer, Thai and more, with a particular emphasis on the Hispanic media market.

All seven proposals met the RFP minimum requirements and were further evaluated based on the following weighted evaluation criteria:

Phase II: Technical Evaluation

- |   |     |
|---|-----|
| • Degree of the Team's Skills and Experience  | 35% |
| • Experience and Qualification of Proposed Personnel  | 25% |
| • Understanding of Work and Appropriateness of Approach for Implementation of Required Services | 20% |
| • Price Proposal  | 20% |
| • Local Small Business Enterprise (LSBE) Preference Program (Bonus Points)                      | 5%  |

Several factors were considered when developing these weights, giving the greatest importance to the degree of the team's skills and experience.

From October 18, 2024, through November 12, 2024, the PET independently evaluated and scored the technical proposals. At the conclusion of the evaluation, the PET determined GP Generate, LLC to be the top-ranked firm.

### **Qualifications Summary of Firms:**

#### **GP Generate, LLC**

GP Generate, LLC (GP Generate), headquartered in Los Angeles, CA, was established in March 2009. With 15 years of experience providing advertising and media services, GP Generate demonstrated in detail its capability to deliver strategic media buying rich digital content and targeted communications. The firm worked on targeted campaigns in Los Angeles County and other Southern California regions and has executed multilingual and multicultural media strategies across diverse client sectors. Clients to whom it delivered multilingual and multicultural media strategies include Southern California Edison, Los Angeles County Registrar, Metropolitan Water District of Southern California, Molina Healthcare, CalFresh, Lexus Dealers Association, and Rising Sea Levels.

GP Generate's proposed staff are comprised of seasoned professionals with relevant expertise in media strategy, buying, campaign analytics, and content strategy and production. They are familiar with a broad range of media, design, and market research tools, including Kantar, Nielsen, and Google Analytics, which supports data-driven audience insights. GP Generate committed to dedicating key personnel to Metro assignments on a full-time basis, with flexibility to scale resources as needed.

As part of the understanding of work and appropriateness of approach for implementation of required services, GP Generate's proposal demonstrated a transparent billing process with regular updates and vendor invoice visibility, ensuring accountability throughout campaign management. In addition, GP Generate is an LSBE prime contractor and earned the LSBE preference bonus points.

#### **Swell Creative Group, LLC**

Swell Creative Group (Swell), a Metro-certified SBE firm, was established in 2012. Located in Los Angeles, the firm has experience executing complex, large-scale campaigns for public agencies, nonprofits, and mission-driven organizations. It has experience with multicultural campaigns, including transit-adjacent projects like the LeaseUp campaign, targeting underserved Los Angeles communities. Clients that it delivered campaigns for include the California Department of Cannabis Control, Lyft and United Way of Greater Los Angeles.

Swell's key personnel are experienced in public sector campaigns and targeted media strategies for hard-to-reach audiences. However, their familiarity with media, design, and market research tools appeared to be limited. Swell's proposal did not sufficiently demonstrate its billing process and provided limited discussion on reconciliation process or discrepancy management which is essential in maintaining financial oversight in large-scale media buys.

Swell is an LSBE prime contractor and earned the LSBE preference bonus points.

### **Pulsar Advertising, Inc.**

Pulsar Advertising, Inc. (Pulsar), founded in 1992, is headquartered in Los Angeles and is a full-service, customer-centric advertising and marketing agency. Pulsar has experience in transit branding, advertising, marketing and communications and media planning. Transit clients in California include Metrolink, Orange County Bus, Caltrain, AC Transit, and Bay Area Rapid Transit.

Pulsar's proposal demonstrated its key personnel's skills and qualifications in media planning and transit campaigns but did not sufficiently discuss their experience in media buying. Pulsar's proposal relied heavily on its exclusive partnership with a subcontractor to handle media planning, media recommendations and media buying.

Pulsar subcontracted 30% of the work to an LSBE subcontractor and earned the LSBE preference bonus points.

### **Sensis, Inc.**

Sensis, Inc. (Sensis), an integrated cross-cultural marketing agency was established in 2005 and is headquartered in Glendale. Its experience spans marketing, public awareness, and behavior change initiatives for both public transit and safety campaigns. Transit clients include Metrolink, California Department of Transportation (Caltrans), Metro, CapMetro, MARTA, Capital Metro and Foothill Transit.

Sensis's key personnel are experienced in media strategy, creative development, data analytics and are well-versed in targeting diverse demographics. Sensis's proposal relies heavily on third-party data software plug-ins for media buys and lacks discussion on content and social influencer strategies.

Sensis is an LSBE prime contractor and earned the LSBE preference bonus points. It currently provides marketing research services to Metro and performance has been satisfactory.

### **Acento Advertising, Inc.**

Acento Advertising, Inc. (Acento), located in Los Angeles, is a full-spectrum marketing and culture agency. It was established in 1983 to reach Hispanic consumers and has since expanded to all ethnic and linguistic segments. Acento has handled public sector campaigns for Metro, SoCalGas, and the California Department of Public Health.

While Acento's proposal provided a comprehensive media plan with audience segmentation, timeline and budget allocation, it did not sufficiently demonstrate its accounting and media buying billing process. In addition, Acento did not earn the LSBE preference bonus points.

Acento currently provides multicultural marketing agency support services to Metro and performance has been satisfactory.

### **Braven Agency, Inc.**

Braven Agency, Inc. (Braven), located in Long Beach was established in 2016 and offers a range of marketing services, including advertising strategy, media planning and buying, analytics and insights, and creative development.

Braven's key personnel are familiar with digital marketing tools; however, the Braven proposal did not demonstrate in detail, key personnel's familiarity with advanced industry-standard media, design and market research tools. Furthermore, the proposal lacked a detailed end-to-end breakdown of its media buying process, including reconciliation and handling discrepancies. Braven did not earn the LSBE preference bonus points.

### **Pastilla, Inc.**

Pastilla, Inc. (Pastilla), founded in 2004, is located in Pasadena and is a full-service creative agency, providing branding and marketing services in both the public and private sectors. Clients include Metrolink, Orange County Transportation Authority, City of Pasadena and Clean Power Alliance.

Pastilla's key personnel have experience in market research, leading branding initiatives, and managing marketing campaigns for transit agencies and other public sector clients. Pastilla's proposal did not sufficiently demonstrate its accounting and media billing process. In addition, Pastilla did not earn the LSBE preference bonus points.

A summary of the PET scores is provided below:

1	Firm	Average Score	Factor Weight	Weighted Average Score	Rank
2	<b>GP Generate, LLC</b>				
3	Degree of the Team's Skills and Experience	93.34	35.00%	32.67	
4	Experience and Qualification of Proposed Personnel	95.32	25.00%	23.83	
5	Understanding of Work and Appropriateness of Approach for Implementation of Required Services	82.50	20.00%	16.50	
6	Price Proposal	44.85	20.00%	8.97	
7	Local Small Business Enterprise (LSBE) Preference Program (Bonus Points)	100.00	5.00%	5.00	
8	<b>Total</b>		<b>105.00%</b>	<b>86.97</b>	<b>1</b>
9	<b>Swell Creative Group, LLC</b>				
10	Degree of the Team's Skills and Experience	81.71	35.00%	28.60	
11	Experience and Qualification of Proposed Personnel	72.24	25.00%	18.06	
12	Understanding of Work and Appropriateness of Approach for Implementation of Required Services	73.35	20.00%	14.67	
13	Price Proposal	33.65	20.00%	6.73	
14	Local Small Business Enterprise (LSBE) Preference Program (Bonus Points)	100.00	5.00%	5.00	
15	<b>Total</b>		<b>105.00%</b>	<b>73.06</b>	<b>2</b>
16	<b>Pulsar Advertising, Inc.</b>				
17	Degree of the Team's Skills and Experience	80.09	35.00%	28.03	
18	Experience and Qualification of Proposed Personnel	74.68	25.00%	18.67	
19	Understanding of Work and Appropriateness of Approach for Implementation of Required Services	65.85	20.00%	13.17	
20	Price Proposal	29.45	20.00%	5.89	
21	Local Small Business Enterprise (LSBE) Preference Program (Bonus Points)	100.00	5.00%	5.00	
22	<b>Total</b>		<b>105.00%</b>	<b>70.76</b>	<b>3</b>
23	<b>Sensis, Inc.</b>				
24	Degree of the Team's Skills and Experience	70.09	35.00%	24.53	
25	Experience and Qualification of Proposed Personnel	71.24	25.00%	17.81	
26	Understanding of Work and Appropriateness of Approach for Implementation of Required Services	80.00	20.00%	16.00	

27	Price Proposal	27.50	20.00%	5.50	
28	Local Small Business Enterprise (LSBE) Preference Program (Bonus Points)	100.00	5.00%	5.00	
29	<b>Total</b>		<b>105.00%</b>	<b>68.84</b>	<b>4</b>
30	<b>Acento Advertising, Inc.</b>				
31	Degree of the Team's Skills and Experience	80.09	35.00%	28.03	
32	Experience and Qualification of Proposed Personnel	79.12	25.00%	19.78	
33	Understanding of Work and Appropriateness of Approach for Implementation of Required Services	78.35	20.00%	15.67	
34	Price Proposal	23.05	20.00%	4.61	
35	Local Small Business Enterprise (LSBE) Preference Program (Bonus Points)	0.00	5.00%	0.00	
36	<b>Total</b>		<b>105.00%</b>	<b>68.09</b>	<b>5</b>
37	<b>Braven Agency, Inc.</b>				
38	Degree of the Team's Skills and Experience	55.14	35.00%	19.30	
39	Experience and Qualification of Proposed Personnel	57.88	25.00%	14.47	
40	Understanding of Work and Appropriateness of Approach for Implementation of Required Services	64.15	20.00%	12.83	
41	Price Proposal	100.00	20.00%	20.00	
42	Local Small Business Enterprise (LSBE) Preference Program (Bonus Points)	0.00	5.00%	0.00	
43	<b>Total</b>		<b>105.00%</b>	<b>66.60</b>	<b>6</b>
44	<b>Pastilla, Inc.</b>				
45	Degree of the Team's Skills and Experience	75.06	35.00%	26.27	
46	Experience and Qualification of Proposed Personnel	65.64	25.00%	16.41	
47	Understanding of Work and Appropriateness of Approach for Implementation of Required Services	67.50	20.00%	13.50	
48	Price Proposal	28.95	20.00%	5.79	
49	Local Small Business Enterprise (LSBE) Preference Program (Bonus Points)	0.00	5.00%	0.00	
50	<b>Total</b>		<b>105.00%</b>	<b>61.97</b>	<b>7</b>

### C. Price Analysis

The recommended amount has been determined to be fair and reasonable based upon price analysis, Independent Cost Estimate (ICE), fact finding, and technical analysis.

	<b>Proposer Name</b>	<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Recommended Amount</b>
1.	GP Generate, LLC	\$2,393,125	\$5,888,580	\$2,393,125
2.	Swell Creative Group, LLC	\$3,190,725		
3.	Pulsar Advertising, Inc.	\$3,645,839		
4.	Sensis, Inc.	\$3,905,550		
5.	Acento Advertising, Inc.	\$4,663,460		
6.	Braven Agency, Inc.	\$1,073,880		
7.	Pastilla Inc.	\$3,712,616		

The variance between the recommended amount and the ICE is due to key differences in cost structure and strategic approaches. The ICE was based on conservative fully burdened hourly market rates for similar contracts that included broader scope of work and premium for media buying tools (e.g. iHeart Media’s platform, which commands premium pricing etc.). The recommended amount on the other hand is based on lower hourly rates and streamlined resource allocation due to GP Generate’s tailored data-driven approach which leverages existing relationships with diverse local and multicultural media channels, focuses on digital content creation, real-time campaign optimization, cost-efficient media placements and avoids unnecessary overhead and reliance on high-cost tools or extraneous services.

### D. Background on Recommended Contractor

GP Generate, LLC is a Metro-certified small business, Los Angeles-based firm founded in 2009. It is a full-service advertising agency with expertise in media strategy and execution.

The GP Generate team includes a DVBE subcontractor that will handle video production and editing.



**DEOD SUMMARY**

**ADVERTISING AND MEDIA SERVICES / PS123964000**

**A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) established a 3% Small Business Enterprise (SBE) and 3% Disabled Veteran Business Enterprise (DVBE) goal for this solicitation. GP Generate, LLC, an SBE prime, exceeded the goal by making a 42.96% SBE and 6.53% DVBE commitment.

<b>Small Business Goal</b>	<b>3% SBE 3% DVBE</b>	<b>Small Business Commitment</b>	<b>42.96% SBE 6.53% DVBE</b>
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	<b>SBE Subcontractor</b>	<b>% Committed</b>	<b>LSBE</b>	<b>Non-LSBE</b>
1.	GP Generate, LLC (SBE Prime)	42.96%	X	
	<b>Total Commitment</b>	<b>42.96%</b>		

	<b>DVBE Subcontractor</b>	<b>% Committed</b>	<b>LSBE</b>	<b>Non-LSBE</b>
1.	VideoVets	6.53%		X
	<b>Total Commitment</b>	<b>6.53%</b>		

**B. Local Small Business Preference Program (LSBE)**

GP Generate, LLC, an LSBE prime, is eligible to receive the LSBE Preference.

**C. Living Wage and Service Contract Worker Retention Policy Applicability**

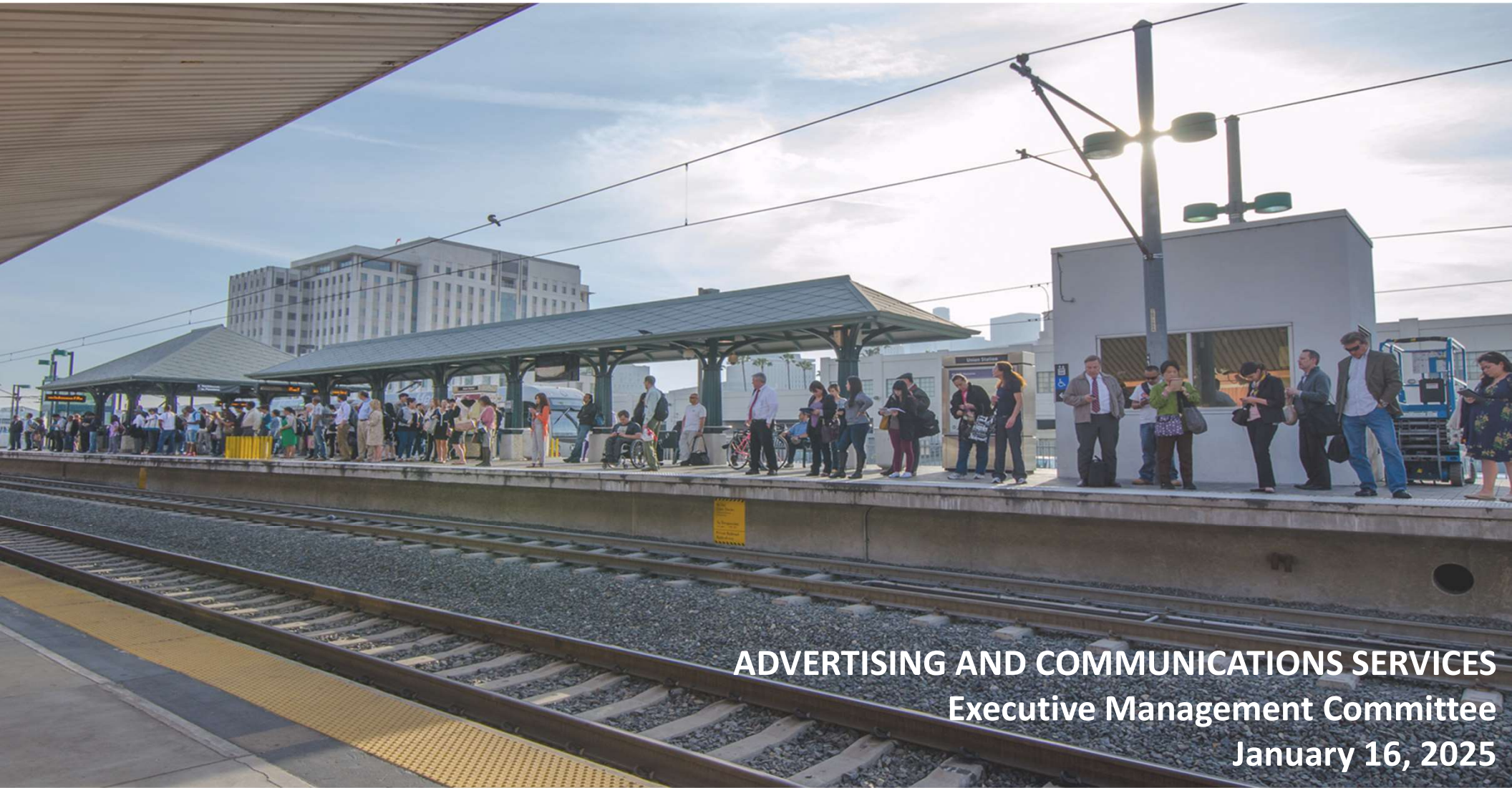
The Living Wage and Service Contract Worker Retention Policy is not applicable to this contract.

**D. Prevailing Wage Applicability**

Prevailing Wage is not applicable to this contract.

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

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



**ADVERTISING AND COMMUNICATIONS SERVICES**  
**Executive Management Committee**  
**January 16, 2025**



**Metro®**

# Background

Metro's media buying agency contract ends on February 28, 2025. Media buying is essential for reaching riders, communities, and potential new users. It ensures targeted messaging through strategic ad placements across various channels.

A media buying agency is essential for Metro to reach key audiences, particularly in Equity Focus Communities (EFCs). Agencies provide expertise in securing strategic ad placements, optimizing cost-efficiency, and tailoring messaging for underserved areas.

This procurement aims to secure a full-service media agency to support ridership growth, rail openings, service changes, safety campaigns, and community outreach. The agency will collaborate with Metro's marketing team to develop integrated campaigns across print, digital, social, and emerging media, enhancing Metro's advertising and communications strategy and impact.

# Media Contract Enables Reaching Customers

Media investment is crucial for increasing public transit ridership and program adoption. The new media agency will strategically place ads across TV, radio, print, outdoor, social media, streaming, and paid search to maximize awareness and engagement. Previous campaigns effectively promoted initiatives like GoPass, LIFE, and Leisure.

## GoPass



GoPass wild postings (out-of-home billboards) with bold, guerrilla-style QR codes, capturing the attention of students walking to and from school.

## LIFE



Engage Spanish-speaking riders on mobile apps with eye-catching ads that encourage exploration.

## Leisure



Target users on mobile apps like gaming and lifestyle to reach Leisure users via eye-catching ads to promote Metro.





# Alternatives Considered

While the Board could consider building an in-house media buying team, we do not recommend this approach. We would face the challenge of incomplete work, which means marketing efforts would need to be limited and carefully prioritized. To meet Metro's advertising needs, hiring at least six full-time experts in digital marketing and media planning would be necessary.

Additionally, new tools and software would need to be purchased, with ongoing upgrades for campaign management, analytics, and market research to keep pace with evolving trends.

After careful evaluation, we believe hiring an agency is more cost-effective and better aligned with Metro's needs.

# Recommendation

Reward the media buying contract (No. PS123964000) to GP Generate, LLC for advertising and communications services in a total Not-to-Exceed (NTE) amount of **\$2,393,125**.

This includes **\$1,435,875 for the three-year base term** and **\$957,250 for the two-year option term**, effective February 15, 2025, pending the resolution of any properly submitted protests.

Additionally, authorize the allocation of funds (or pass through costs) for securing media inventory purchases made by the media agency as part of the advertising and media services under the contract. Pass-through the award of individual media purchases associated with the advertising and media services to be provided by GP Generate, LLC for a total NTE amount of \$9,000,000 for the first three-year period. If we exercise the option of adding the two-year option, we will have additional pass-through costs of \$6,000,000 under Contract No. PS123964000, for a total combined NTE contract value of \$17,393,125.



Board Report

File #: 2024-0969, File Type: Contract

Agenda Number: 25.

OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE  
JANUARY 16, 2025

SUBJECT: BREDA A650 HEAVY RAIL VEHICLE FRICTION BRAKE AIR COMPRESSOR  
COMPONENT OVERHAUL

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

CONSIDER:

- A. ESTABLISHING a Life of Project (LOP) budget of \$23,734,912 for A650 Component Overhaul Phase 2;
- B. AUTHORIZING the Chief Executive Officer to award a 60-month firm fixed-price Contract No RR119569000 to Wabtec Passenger Transit (Wabtec) for the component overhaul services of the A650 Heavy Rail Vehicle (HRV) fleet friction brake and air compressor systems for a total not-to-exceed amount of \$7,980,914.57 subject to the resolution of any properly submitted protest(s), if any; and
- C. AWARDING a sole source procurement, pursuant to Public Utilities Code section 130237, for component overhaul services of the A650 HRV Friction Brake Systems from the Original Equipment Manufacturer (OEM) to Wabtec Passenger Transit.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

ISSUE

The A650 HRV fleet requires a friction brake overhaul at the 5-year service interval as defined by the OEM. This ensures the vehicle braking equipment operates within design specifications according to Metro’s Corporate Safety and Operations reliability goals while meeting the California Public Utilities Commission (CPUC) vehicle brake rate and stopping distance. The existing friction brake system on the A650 HRV fleet is proprietary, and this procurement is for the component overhaul services of existing equipment already in use. PUC§130237 allows the use of a single supply source for the sole purpose of duplicating or replacing equipment, material, or supplies. Wabtec is the OEM of the existing friction brake system and possesses rights and control over proprietary data, supplies, and equipment necessary to ensure the full operational capability of its friction brake system. Therefore, Wabtec is the only recommended contractor for this single-source procurement. This procurement is

for the overhaul of friction brake equipment to both the base-buy and option-buy fleets consisting of fifty-four (54) kits, including spares. This is the 5<sup>th</sup> cycle overhaul.

Execution of the friction brake and air compressor overhaul will ensure that the A650 HRV fleet remains in a continuous State of Good Repair (SGR) while safeguarding passenger safety, vehicle reliability, and equipment longevity. This contract is the first of multiple procurements currently in progress for A650 Component Overhaul Phase 2, including a coupler, new collector shoe assembly, GTO, and gearbox overhaul.

## **BACKGROUND**

The Breda A650 Heavy Rail Fleet consists of 100 married-pair vehicles, 26 base-buy married pairs, and 74 option-buy married pairs. It has a combined 31 years of reserve service operations and 168 million cumulative fleet miles.

The Option-buy fleet is currently undergoing a Component Overhaul Program under existing Capital Project #214007. This program includes five major vehicle systems: friction brake and air compressor, traction motor, gearbox, semi-permanent drawbar, and replacement of low-voltage power supply (LVPS) with an updated design. Separate from the LVPS project, the remaining four overhaul projects range from 84% to 92% completion. These projects are expected to be completed by the end of 2024.

This request is for the Metro Board to approve the next cycle friction brake and air compressor overhaul, gearbox, and coupler replacement on both fleet types and establish an LOP budget for A650 Component Overhaul Phase 2.

## **DISCUSSION**

The A650 HRV fleet friction brake equipment overhaul is performed to ensure continued passenger safety and performance. The HRV friction brake equipment is overhauled every five years as defined by the OEM and monitored by the CPUC.

The friction brake and air compressor overhaul consists of several components, including electrical, mechanical, and pneumatic component parts, subject to normal wear and tear and, in some instances, replaced with new parts resulting from obsolescence.

Routine maintenance and periodic overhauls of this equipment are critical for the vehicle operator and Metro's passengers. Safety is of the utmost importance, and ensuring the HRV will stop in all service modes, including emergency braking, is of the utmost importance.

Metro's Transit Vehicle Engineering developed overhaul statements of work and technical specifications for all systems included in friction brakes based on OEM recommendations and RFS maintainability experience. Upon contract award, the Contractor will overhaul and test the friction brake equipment in accordance with the technical specifications, safety and reliability requirements, and within the RFS production schedule.



## *A650 Component Overhauls Phase 2*

This contract represents the first of multiple component overhaul efforts required to keep the A650 fleet in a State of Good Repair. Separate contracts for additional required overhauls are currently in various stages of development and solicitation, with contract awards for coupler, collector shoe, GTO, and gearbox components expected during FY25. Staff seeks Board approval of a \$23,734,912 LOP budget for A650 Component Overhauls Phase 2.

### **DETERMINATION OF SAFETY IMPACT**

Safety is of the utmost importance to Metro's passengers and employees. Therefore, it is necessary to maintain the A650 HRV fleet friction brake equipment without deferred maintenance while meeting Transit Asset Management Federal guidelines on equipment State of Good Repair (SGR). The friction brake equipment is a vital system that provides the means to stop the vehicle during in-service operations and emergency braking modes.

### **FINANCIAL IMPACT**

This action will establish a \$23,734,912 LOP budget for A650 Component Overhauls Phase 2 and award Wabtec a firm-fixed-price contract for overhauling the friction brake and air compressor systems. As agency procurement guidelines require, contracts for other component overhauls included in Phase 2 will be brought to the Board separately for approval.

Since this is a multi-year project, the Component Overhaul Superintendent, Division Director, and Senior Executive Officer of Rail Fleet Services will ensure that the balance of funds is budgeted in future years. The Project Manager and Cost Center Manager will be responsible for budgeting for costs in future years.

#### Impact to Budget

Funding for this action will consist of Federal, State, and Local funds as they become available, some of which will be eligible for operations. Staff will apply for grant funds, which will be allocated based on grant approval.

### **EQUITY PLATFORM**

Board approval will ensure that Metro's A650 HRV fleet remains in a constant state of good repair while providing vital transportation services throughout the City and County of Los Angeles via B and D lines, inclusive of many Equity Focus Communities (EFC) where disparities may exist in providing residents access to jobs, housing, education, health, and safety. The A650 HRV fleet operates in areas served, including Union Station to Downtown LA, Koreatown (Wilshire/Western), Hollywood, Universal City, and North Hollywood, most of which serve people living in EFCs.

Based on the 2019 Customer Survey, the Red and Purple heavy rail lines serve the following ridership:

- 27.7% below the poverty line.
- 56.4% had no car available.
- Rider Ethnicity: Latino 38.9%; Black 13.1%; White 25.8%; Asian/Pacific Islander 15.2%; Other 6.5%.

Attachment B shows that Wabtec made a 1.11% Disadvantaged Business Enterprise (DBE) commitment for this OEM contract.

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

Approval of the A650 Friction Brake Overhaul supports Strategic Goal 1): Provide high-quality mobility options that enable people to spend less time traveling. This overhaul program ensures sustained fleet reliability, including safe, accessible, and affordable transportation for Metro's heavy rail vehicle (subway) riders.

The recommendation supports Metro Strategic Plan Goal 5) Provide responsive, accountable, and Trustworthy governance within the Metro organization. Contract Modification Authority and Contract extension safeguard production continuance while reliably meeting passenger safety and fleet needs.

### **ALTERNATIVES CONSIDERED**

Deferral of this overhaul is not recommended as the friction brake equipment and systems are integral components of the operations and braking that, if not properly maintained, could result in equipment failures, service delays, and risk to passenger safety. Due to the significance of the friction brake systems overhaul, there are no alternatives to be considered.

### **NEXT STEPS**

Upon Board approval, the friction brake system overhaul will commence according to stakeholders' mutually agreed production schedules.

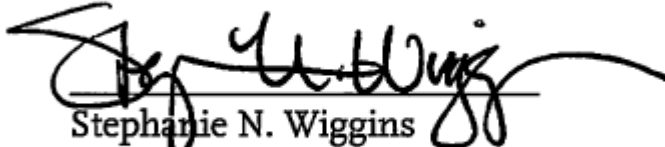
### **ATTACHMENTS**

Attachment A - Procurement Summary  
Attachment B - DEOD Summary  
Attachment C - A650 Expenditure and Funding Plan

Prepared by: Bob Spadafora, Senior Executive Officer, Rail Fleet Services,  
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(213) 922-4061  
Debra Avila, Deputy Chief, Vendor/Contract Management  
(213) 418-3051,

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



Stephanie N. Wiggins  
Chief Executive Officer

## PROCUREMENT SUMMARY

### BREDA A650 HEAVY RAIL VEHICLE FRICTION BRAKE AIR COMPRESSOR COMPONENT OVERHAUL

1.	<b>Contract Number:</b> RR119569000	
2.	<b>Recommended Vendor:</b> Wabtec Passenger Transit, A Division of Wabtec Corp.	
3.	<b>Type of Procurement (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input checked="" type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> 01-02-2024	
	<b>B. Advertised/Publicized:</b> N/A	
	<b>C. Pre-Proposal Conference:</b> N/A	
	<b>D. Proposals Due:</b> 06-07-2024	
	<b>E. Pre-Qualification Completed:</b> 02-20-2024	
	<b>F. Ethics Declaration Forms submitted to Ethics:</b> 02-14-2024	
	<b>G. Protest Period End Date:</b> 01-22-2025	
5.	<b>Solicitations Picked up/Downloaded:</b> 1	<b>Bids/Proposals Received:</b> 1
6.	<b>Contract Administrator:</b> Jessica Omohundro	<b>Telephone Number:</b> (213) 922-4790
7.	<b>Project Manager:</b> Richard Lozano	<b>Telephone Number:</b> (323) 224-4042

#### **A. Procurement Background**

This Board Action is to approve the award of Contract No. RR119569000 to transport, inspect, overhaul, and test fifty-four (54) A650 friction brake and air compressor overhaul kits in support of Metro's A650 Heavy Rail Vehicle (HRV), subject to the resolution of any properly submitted protest(s), if any. The existing friction brake system on the Breda A650 rail cars was designed and built by Wabtec Passenger Transit, the original equipment manufacturer (OEM). It was determined by Metro's engineering and operations team that Wabtec Passenger Transit possesses rights and control over proprietary data, supplies, and equipment necessary to ensure full operational capability of their friction brake system. Therefore, the overhaul of the A650 friction brakes and air compressor must be overhauled by the original equipment manufacturer (OEM), Wabtec Passenger Transit. Wabtec made a 1.11% Disadvantaged Business Enterprise (DBE) commitment for this OEM contract.

The non-competitive Request for Proposal (RFP) was issued on January 2, 2024, in accordance with Metro's Acquisition Policy and the contract type is a Firm-Fixed-Price.

Two (2) amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on January 18, 2024, revised critical dates, and extended the proposal due date.
- Amendment No. 2, issued on May 17, 2024, requested Best and Final Offer (BAFO) on their Good Faith Efforts for DEOD to review.

- Best and Final Offer (BAFO) issued on November 13, 2024.

**B. Evaluation of Proposal**

This non-competitive procurement is consistent with Public Utility Code § 130237 for the duplication or replacement of existing equipment already in use. The proposal was evaluated in compliance with Metro’s Acquisition Policy and Procedures.

A Proposal Evaluation Team (PET) consisting of Metro staff from Transit Vehicle Engineering and Rail Fleet Services performed a comprehensive technical evaluation. The technical evaluation consisted of reviews of the Proposer’s key personnel, project management, quality assurance and work plans. The proposal was found to be technically acceptable and in compliance with the requirements of the RFP.

**C. Cost Analysis**

In accordance with Metro’s Acquisition Policy and Procedures for a non-competitive acquisition, a cost analysis is required. The recommended proposal price has been determined to be fair and reasonable based upon a cost analysis, technical evaluation, Independent Cost Estimate (ICE), discussions and negotiations.

<b>Proposer Name</b>	<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Negotiated Amount</b>
Wabtec Passenger Transit	\$8,077,667.22	\$6,517,800.00	\$7,980,914.57

The Contract Administrator led discussions with Wabtec to address questions and get clarification on their proposed work plan, scope of work, level of effort, and proposed price. Following these discussions, Wabtec made price and technical adjustments and submitted a Best and Final Offer (BAFO) which included a reduced proposal price in the amount of \$7,980,914.57.

The negotiated BAFO price represents a 12% reduction from the initial proposed amount, however, it is still 22.4% higher than the ICE. This difference is attributed to several key factors that were not fully considered in the ICE. There are two contributing factors that make up most of that difference:

1. System obsolescence – Wabtec included additional engineering costs required to upgrade and retrofit current updated component technology to the existing obsolete system. The ICE did not include these component upgrades, which account for approximately 9.7% of the overall difference.
2. Risk Contingency – Metro’s overhaul specification is intended to cover all items found to be worn, damaged, defective, or otherwise requiring replacement. The primary driver of the increased costs is the expanded scope of work. Previous contract was limited to specific overhaul tasks. The enhanced scope brings additional responsibilities, requiring increased resource allocation, labor, and material costs. This, along with component obsolescence, creates financial

risk that the ICE did not account for. This risk contingency factor accounts for approximately 3.0% of the overall difference.

Factoring these elements into the analysis, the difference between the ICE and the negotiated amount is reconciled to approximately 9.7% which is the best attainable, fair and reasonable price.

**D. Background on Recommended Contractor**

The recommended firm, Wabtec Passenger Transit, a division of Wabtec Corp, is a leading global provider of equipment, systems, digital solutions, and value-added services for the freight and transit rail sectors. With over 150 years of experience, they are leading the way in safety, efficiency, reliability, innovation, and productivity in over 50 countries around the world.

## DEOD SUMMARY

**BREDA A650 HEAVY RAIL VEHICLE FRICTION BRAKE AIR COMPRESSOR  
COMPONENT OVERHAUL / RR119569**

**A. Small Business Participation**

Wabtec Passenger Transit made a 1.11% Disadvantaged Business Enterprise (DBE) commitment for this non-competitive Original Equipment Manufacturer (OEM) solicitation, which is the commitment of record that will be monitored through the life of the contract.

<b>Small Business Commitment</b>	<b>1.11% DBE</b>
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	<b>DBE Subcontractors</b>	<b>Ethnicity</b>	<b>% Committed</b>
1.	Mai's Supply and Service	Asian Pacific American	0.46%
2.	Celestial Freight Solutions	Hispanic American	0.65%
	<b>Total Commitment</b>		<b>1.11%</b>

**B. Local Small Business Enterprise (LSBE) Preference**

The LSBE preference is not applicable to federally funded procurements. Federal law (49 CFR § 661.21) prohibits the use of local procurement preferences on FTA-funded projects.

**C. Living Wage and Service Contract Worker Retention Policy Applicability**

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

**D. Prevailing Wage Applicability**

Prevailing wage is not applicable to this contract.

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

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

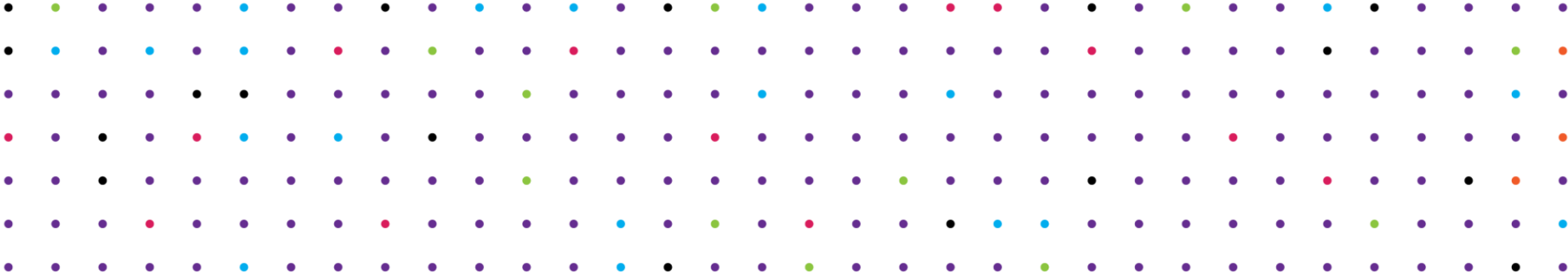


## A650 EXPENDITURE AND FUNDING PLAN

<b>Use of Funds</b>	<b>Total</b>	<b>FY26</b>	<b>FY27</b>	<b>FY28</b>	<b>FY29</b>	<b>FY30+</b>
<b>Friction Brake, HPT, and Air Compressor Overhaul</b>	\$9,417,330	\$1,569,555	\$2,092,740	\$2,092,740	\$2,092,740	\$1,569,555
<b>Coupler Overhaul</b>	\$4,459,320	\$743,220	\$990,960	\$990,960	\$990,960	\$743,220
<b>GTO Module Overhaul</b>	\$1,945,800	\$1,297,200	\$648,600	-	-	-
<b>Collector Shoe Replacement</b>	\$1,295,470	\$219,465	\$292,620	\$292,620	\$292,620	\$198,145
<b>GE Gearbox Overhaul</b>	\$5,541,992	\$831,299	\$1,662,598	\$1,662,598	\$1,385,498	-
<b>Other Professional Service</b>	\$1,075,000	\$215,000	\$215,000	\$215,000	\$215,000	\$215,000
<b>Total LOP Budget</b>	<b>\$23,734,912</b>	<b>\$4,875,739</b>	<b>\$5,902,518</b>	<b>\$5,253,918</b>	<b>\$4,976,818</b>	<b>\$2,725,920</b>
<b>Source of Funds</b>						
<b>Federal/State/Local funds as they become available</b>	\$23,734,912	\$4,875,739	\$5,902,518	\$5,253,918	\$4,976,818	\$2,725,920
<b>Total LOP Funding</b>	<b>\$23,734,912</b>	<b>\$4,875,739</b>	<b>\$5,902,518</b>	<b>\$5,253,918</b>	<b>\$4,976,818</b>	<b>\$2,725,920</b>

RAIL FLEET SERVICES

# A650 Heavy Rail Vehicle Friction Brake Air Compressor Component Overhaul



# RECOMMENDATION



- A. ESTABLISHING a Life of Project (LOP) budget of \$23,734,912 for A650 Component Overhaul Phase 2;
- B. AUTHORIZING the Chief Executive Officer to award a 60-month firm fixed-price Contract No RR119569000 to Wabtec Passenger Transit (Wabtec) for the component overhaul services of the A650 Heavy Rail Vehicle (HRV) fleet friction brake and air compressor systems for a total not-to-exceed amount of \$7,980,914.57 subject to the resolution of any properly submitted protest(s), if any; and
- C. AWARDING a sole source procurement, pursuant to Public Utilities Code section 130237, for component overhaul services of the A650 HRV Friction Brake Systems from the Original Equipment Manufacturer (OEM) to Wabtec Passenger Transit.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

# ISSUE & DISCUSSION



## ISSUE

The A650 Heavy Rail fleet consists of 100 vehicles requiring friction brake overhaul every 5-years as defined by the original friction brake manufacturer. This is the 5<sup>th</sup> cycle overhaul for this equipment by the OEM safeguarding passenger safety to the original manufacturer's design criteria, and vehicle reliability ensuring the A650 fleet remains in a continuous State of Good Repair.

## DISCUSSION

This procurement is for the overhaul of friction brake equipment replacing worn and expired parts as well as including comprehensive testing thereby ensuring the friction brake system operates in all service modes including emergency braking applications. The friction brakes are a safety critical system.

# CONTRACT AWARD



## AWARDEE

Wabtec Passenger Transit (Wabtec)

## NUMBER OF BIDS

1 (Sole Source)

## DEOD COMMITMENT

1.05% DBE





**Board Report**

**File #:** 2024-0970, **File Type:** Contract

**Agenda Number:** 26.

**OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE  
JANUARY 16, 2025**

**SUBJECT: SIEMENS P2000 LIGHT RAIL VEHICLE FRICTION BRAKE AIR COMPRESSOR  
COMPONENT OVERHAUL**

**ACTION: AWARD CONTRACT**

**RECOMMENDATION**

CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to award a 48-month firm fixed-price Contract No RR119657000 to Wabtec Passenger Transit (Wabtec) for component overhaul services to the P2000 Light Rail Fleet (LRV) fleet operating on the A, C, E, and K Lines for a total not-to-exceed amount of \$10,039,572.57 subject to the resolution of any properly submitted protest(s), if any; and
- B. AWARDING a sole source procurement, pursuant to Public Utilities Code section 130237, for component overhaul services of the P2000 LRV from the Original Equipment Manufacturer (OEM) to Wabtec Passenger Transit.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

**ISSUE**

The P2000 LRV fleet requires friction brake overhaul at the 5-year service interval as defined by the Original Equipment Manufacturer (OEM). This ensures the vehicle braking equipment operates within design specifications according to Metro’s Corporate Safety and Operations reliability goals while meeting California Public Utilities Commission (CPUC) vehicle brake rate and stopping distance. Wabtec is the OEM of the existing friction brake system and possesses rights and control over proprietary data, supplies, and equipment necessary to ensure the full operational capability of its friction brake system. Therefore, Wabtec is the only recommended contractor for this single-source procurement. This procurement is for the overhaul services to the friction brake equipment consisting of 57 kits, including spares. This is the 4<sup>th</sup> overhaul cycle.

**BACKGROUND**

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The P2000 LRV fleet comprises 52 LRVS with 24 years of revenue service operations and 72 million fleet miles. This fleet is currently undergoing a Component Overhaul program on coupler, gearbox, and journal bearing replacement, with completion ranging from 19% to 31%. This request is for the Board to approve the next cycle of friction brake and air compressor overhauls. Concurrently, there is an ongoing Modernization Overhaul Project on this fleet, but the tasks are separate, with no duplication between programs.

## **DISCUSSION**

The P2000 fleet friction brake equipment overhaul is performed to ensure continued passenger safety and equipment reliability, as defined by OEM, Metro Corporate Safety, and CPUC regulations.

The friction brake and air compressor overhaul consist of several assemblies, including electrical, mechanical, and pneumatic component parts, subject to normal wear and tear during normal service operations. Routine maintenance and periodic overhauls of this equipment are critical for the vehicle operator and passengers, ensuring the LRV will stop in regular service modes as well as in emergency braking applications.

Metro's Transit Vehicle Engineering (TVE) developed the overhaul statement of work and technical specification(s) for all systems based on OEM recommendations and Rail Fleet Services maintenance experience. The contractor will overhaul and test the friction brake systems in accordance with maintenance manuals within the defined schedule requirements.

## **DETERMINATION OF SAFETY IMPACT**

Safety is of the utmost importance for Metro and its passengers. Therefore, maintaining the P2000 LRV fleet without deferred maintenance is necessary while meeting Transit Asset Management Federal guidelines on equipment State of Good Repair (SGR). The friction brake equipment is a vital system that provides the means to stop the vehicle during in-service operations and during emergency braking modes.

## **FINANCIAL IMPACT**

Funding of \$10,039,572.57 for this contract is included within the Life of Project (LOP) budget under approved Capital Project (CP) 214005 - P2000 Fleet Component Overhaul.

Since this is a multi-year project, the cost center Component Overhaul Superintendent, Division Director, and Sr. Executive Officer of Rail Fleet Services will ensure that funds are budgeted in future years.

### **Impact to Budget**

The current source of funds for this action is Measure R, which is eligible for bus and rail operations.

## **EQUITY PLATFORM**

This action will ensure that Metro's P2000 LRV fleet is able to provide vital transportation services throughout LA County via A, C, E, and K Lines, including many Equity Focus Communities (EFC) where disparities within the region can exist between residents' access to jobs, housing, education, health, and safety. The P2000 LRV fleet operates on all light rail lines directly impacting EFCs, such as neighborhoods in East and South Los Angeles, Long Beach, Compton, Watts, Crenshaw, and Inglewood, among others. Rail transportation provides an essential lifeline for travelers with limited transportation options, and the Metro light rail maintenance program ensures the proper SGR to the P2000 LRV fleet for those primarily relying on transit.

In addition to Wabtec being the OEM, federally funded procurements are not applicable to Local Small Business Enterprise preference. Federal law (49 CFR § 661.21) prohibits the use of local procurement preferences on FTA-funded projects.

Wabtec committed 3% Disadvantaged Business Enterprise for this OEM contract.

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

Approval of the P2000 LRV fleet friction brake and air compressor overhaul supports Strategic Goal 1: Provide high-quality mobility options that enable people to spend less time traveling. RFS staff will perform this overhaul in conjunction with ongoing coupler and gearbox overhauls, ensuring sustained fleet reliability and safe, accessible, and affordable transportation for Metro's light rail system riders.

The recommendation supports Metro's Strategic Plan Goal 5) Provide Responsive, Accountable, and Trustworthy governance within the Metro organization. Contract Modification Authority and Contract extension safeguard overhaul production continuance while reliably meeting passenger safety and fleet needs.

### **ALTERNATIVES CONSIDERED**

The P2000 LRV fleet has recently undergone a Modernization Overhaul Program that addressed major equipment obsolescence e.g., propulsion and friction brake controls, and new Heating, Ventilation, and Air Conditioning equipment utilizing current technology and part upgrades. Rail Fleet Services staff are responsible for the removal and installation of the friction brake equipment whereas the Contractor performs the equipment overhaul that requires specialized training, tooling, and pneumatic test bench equipment. With this historical approach the Contractor assumes performance reliability safety sensitive equipment. An alternative is to defer the OEM recommended overhaul program; however, this is not recommended as the fleet will suffer over time and will create decreased availability/reliability with a high risk of equipment breakdown as well as negative impacts on on-time performance and customer service.

### **NEXT STEPS**

Upon Board approval, the friction brake system overhaul will commence according to stakeholders' mutually agreed production schedules.



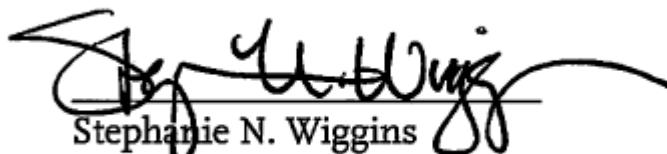
**ATTACHMENTS**

Attachment A - Procurement Summary

Attachment B - DEOD Summary

Prepared by: Bob Spadafora, Senior Executive Officer, Rail Fleet Services  
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Debra Avila, Deputy Chief, Vendor/Contract Management  
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Reviewed by: Conan Cheung, Chief Operations Officer (213) 418-3034



Stephanie N. Wiggins  
Chief Executive Officer

## PROCUREMENT SUMMARY

SIEMENS P2000 LIGHT RAIL VEHICLE FRICTION BRAKE AIR COMPRESSOR  
COMPONENT OVERHAUL

1.	<b>Contract Number:</b> RR119657000	
2.	<b>Recommended Vendor:</b> Wabtec Passenger Transit, A Division of Wabtec Corp.	
3.	<b>Type of Procurement (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input checked="" type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> 01-02-2024	
	<b>B. Advertised/Publicized:</b> N/A	
	<b>C. Pre-Proposal Conference:</b> N/A	
	<b>D. Proposals Due:</b> 06-07-2024	
	<b>E. Pre-Qualification Completed:</b> 02-20-2024	
	<b>F. Ethics Declaration Forms submitted to Ethics:</b> 02-14-2024	
	<b>G. Protest Period End Date:</b> 01-22-2025	
5.	<b>Solicitations Picked up/Downloaded:</b> 1	<b>Bids/Proposals Received:</b> 1
6.	<b>Contract Administrator:</b> Jessica Omohundro	<b>Telephone Number:</b> (213) 922-4790
7.	<b>Project Manager:</b> Richard Lozano	<b>Telephone Number:</b> (323) 224-4042

**A. Procurement Background**

This Board Action is to approve the award of Contract No. RR119657000 to transport, inspect, overhaul, and test fifty-seven (57) P2000 friction brake and air compressor overhaul kits in support of Metro's P2000 Light Rail Vehicle (LRV) subject to the resolution of any properly submitted protest(s), if any. The existing friction brake system on the P2000 rail cars was designed and built by Wabtec Passenger Transit, the original equipment manufacturer (OEM). It was determined by Metro's engineering and operations team that Wabtec Passenger Transit possesses rights and control over proprietary data, supplies, and equipment necessary to ensure full operational capability of their friction brake system. Therefore, the overhaul of the P2000 friction brakes must be overhauled by the original equipment manufacturer (OEM), Wabtec Passenger Transit. Wabtec made a 3% Disadvantaged Business Enterprise (DBE) commitment for this OEM contract.

The non-competitive Request for Proposal (RFP) was issued on January 2, 2024, in accordance with Metro's Acquisition Policy and the contract type is a Firm-Fixed-Price.

Two (2) amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on January 18, 2024, revised critical dates, and extended the proposal due date.
- Amendment No. 2, issued on May 17, 2024, requested Best and Final Offer (BAFO) on their Good Faith Efforts for DEOD to review.
- Best and Final Offer (BAFO) issued on November 13, 2024.

## **B. Evaluation of Proposal**

This non-competitive procurement is consistent with Public Utility Code § 130237 for the duplication or replacement of existing equipment already in use. The proposal was evaluated in compliance with Metro's Acquisition Policy and Procedures.

A Proposal Evaluation Team (PET) consisting of Metro staff from Transit Vehicle Engineering and Rail Fleet Services performed a comprehensive technical evaluation. The technical evaluation consisted of reviews of the Proposer's key personnel, project management, quality assurance and work plans. The proposal was found to be technically acceptable and in compliance with the requirements of the RFP.

## **C. Cost Analysis**

In accordance with Metro's Acquisition Policy and Procedures for a non-competitive acquisition, a cost analysis is required. The recommended proposal price has been determined to be fair and reasonable based upon a cost analysis, technical evaluation, Independent Cost Estimate (ICE), discussions and negotiations.

<b>Proposer Name</b>	<b>Proposal Amount</b>	<b>Metro ICE</b>	<b>Negotiated Amount</b>
Wabtec Passenger Transit	\$10,306,797.57	\$6,298,500.00	\$10,039,572.57

The Contract Administrator led discussions with Wabtec to address questions and get clarification on their proposed work plan, scope of work, level of effort, and proposed price. Following these discussions, Wabtec made price and technical adjustments and submitted a Best and Final Offer (BAFO) which included a reduced proposal price in the amount of \$10,039,572.57.

The negotiated BAFO price represents a 2.6% reduction from the initial proposed amount, however, it is still 59.4% higher than the ICE. This difference is attributed to several key factors that were not fully considered in the ICE. The contributing factors that make up most of the difference are:

1. System obsolescence – Wabtec included additional engineering costs required to upgrade and retrofit current updated component technology to the existing obsolete system. The ICE did not include these brake control subsystem component upgrades which are significant and account for approximately 37.9% of the overall difference.
2. Risk Contingency – Metro's overhaul specification is intended to cover all items found to be worn, damaged, defective, or otherwise requiring replacement. The primary driver of the increased costs is the expanded scope of work. Previous contract was limited to specific overhaul tasks. The enhanced scope brings additional responsibilities, requiring increased resource allocation, labor, and

material costs. This, along with the high level of component obsolescence, creates financial risk that the ICE did not account for. This risk contingency factor accounts for approximately 3.4% of the overall difference.

Factoring these elements into the analysis, the difference between the ICE and the negotiated amount is reconciled to approximately 18.1% which is the best attainable, fair and reasonable price.

**D. Background on Recommended Contractor**

The recommended firm, Wabtec Passenger Transit, a division of Wabtec Corp, is a leading global provider of equipment, systems, digital solutions, and value-added services for the freight and transit rail sectors. With over 150 years of experience, they are leading the way in safety, efficiency, reliability, innovation, and productivity in over 50 countries around the world.

## DEOD SUMMARY

SIEMENS P2000 LIGHT RAIL VEHICLE FRICTION BRAKE AIR COMPRESSOR  
COMPONENT OVERHAUL**A. Small Business Participation**

Wabtec Passenger Transit made a 3% Disadvantaged Business Enterprise (DBE) commitment for this non-competitive Original Equipment Manufacturer (OEM) solicitation, which is the commitment of record that will be monitored through the life of the contract.

<b>Small Business Commitment</b>	<b>3% DBE</b>
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	<b>DBE Subcontractors</b>	<b>Ethnicity</b>	<b>% Committed</b>
1.	Mai's Supply and Service	Asian Pacific American	2.45%
2.	Celestial Freight Solutions	Hispanic American	0.55%
<b>Total Commitment</b>			<b>3.00%</b>

**B. Local Small Business Enterprise (LSBE) Preference**

The LSBE preference is not applicable to federally funded procurements. Federal law (49 CFR § 661.21) prohibits the use of local procurement preferences on FTA-funded projects.

**C. Living Wage and Service Contract Worker Retention Policy Applicability**

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

**D. Prevailing Wage Applicability**

Prevailing wage is not applicable to this contract.

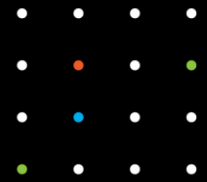
**E. Project Labor Agreement/Construction Careers Policy**

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

# P2000 Light Rail Vehicle Friction Brake Air Compressor Component Overhaul



# RECOMMENDATION

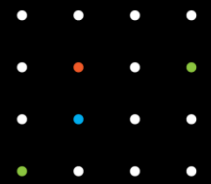


## CONSIDER:

- A. AUTHORIZING the Chief Executive Officer to award a 48-month firm fixed-price Contract No RR119657000 to Wabtec Passenger Transit (Wabtec) for component overhaul services to the P2000 Light Rail Fleet (LRV) fleet operating on the A, C, E, and K Lines for a total not-to-exceed amount of \$10,039,572.57 subject to the resolution of any properly submitted protest(s), if any; and
- B. AWARDING a sole source procurement, pursuant to Public Utilities Code section 130237, for component overhaul services of the P2000 LRV from the Original Equipment Manufacturer (OEM) to Wabtec Passenger Transit.

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

# ISSUE & DISCUSSION



## ISSUE

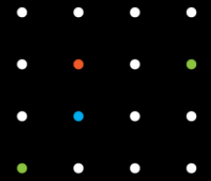
The P2000 Light Rail fleet consists of 52 vehicles requiring friction brake overhaul every 5 years as defined by the original friction brake manufacturer. This is the 5<sup>th</sup> overhaul cycle for this equipment by the OEM safeguarding passenger safety to the original manufacturer's design criteria, and vehicle reliability ensuring the P2000 fleet remains in a continuous State of Good Repair.

## DISCUSSION

This procurement is for the overhaul of the friction brake equipment replacing worn and expired parts as well as including comprehensive testing thereby ensuring the friction brake system operates in all service modes including emergency braking applications. The friction brakes are a safety critical system.



# CONTRACT AWARD



## AWARDEE

Wabtec Passenger Transit (Wabtec)

## NUMBER OF BIDS

1 (Sole Source)

## DEOD COMMITMENT

3% DBE





## Board Report

File #: 2024-1058, File Type: Contract

Agenda Number: 28.

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### OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE JANUARY 16, 2025

**SUBJECT: NEW P3030 LIGHT RAIL VEHICLES (LRV) PROCUREMENT**

**ACTION: APPROVE RECOMMENDATION**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer (CEO) to solicit competitive negotiations Request for Proposals (RFPs), pursuant to Public Contract Code (PCC) §20217 and Metro's procurement policies and procedures for the procurement of new P3030 Light Rail Vehicles (LRVs).

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)

#### **ISSUE**

Staff has determined that the new LRV solicitation constitutes a specialized rail transit equipment purchase. This determination renders it appropriate that the new P3030 LRVs be procured by a competitively negotiated process in accordance with PCC § 20217. PCC § 20217 states that the Board, upon a finding of a two-thirds vote of all members, may find that the competitive low-bid procurement method is not adequate for the agency's needs and direct that the procurement be conducted through competitive negotiation. This competitive negotiation process is the same procurement model Metro used for previous new and midlife modernization rail vehicle procurement projects, including the HR5000 New Heavy Rail Vehicle (HRV), A650 HRV Refurbishment, P3010 New LRV Procurement, HR4000 New HRV Procurement, P2000 LRV Midlife Modernization, and P2550 LRV Midlife Modernization projects.

Thirty-three Base LRVs and Six Options for an additional 142 LRVs with a total of 175 new P3030 LRVs are required to support projected revenue service requirements, including enhanced service capacity for the new East San Fernando Valley (ESFV) Line, Southeast Gateway Line, future rail line extensions and the replacement of 52 legacy P2000 Siemens LRV fleet.

#### **BACKGROUND**

As part of Metro's short and long-term planning goals, numerous new Light Rail Transit Lines will be constructed within the next 15 years. The ESFV project is one of the light rail systems currently under development that will extend north from the Van Nuys Metro G-Line station to the Sylmar/San

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Fernando Metrolink Station for a total of 9.2 miles with 14 at-grade stations. Service is anticipated to begin approximately in 2031. Thirty-three new P3030 LRVs will need to be procured to support service, with forecast delivery starting in Spring 2030.

The existing P2000 Siemens LRVs consist of fifty-two LRVs, which Metro accepted between 2000 and 2001. Based on a 30-year useful life, these LRVs are forecasted for retirement between 2030 and 2031. In accordance with the Rail Fleet Management Plan (RFMP) FY2020-FY2040, the rail fleet will be expanded to accommodate anticipated growth in ridership, support future line extensions and service expansions, and replace rail vehicles reaching the end of their useful revenue service life.

An additional ninety LRVs will be included as options to be exercised when construction schedules are further developed for the Southeast Gateway Line and other LRV projects.

## **DISCUSSION**

It is in the public's interest to utilize competitive negotiation rather than a sealed bid process to consider factors other than price in the award of contracts for rail vehicles as allowed under PCC § 20217. The competitive negotiation process allows for the consideration of factors other than price that could not be adequately quantified or considered in a strictly low-bid procurement.

Staff recommends the use of a competitive negotiation process for the acquisition of the P3030 LRVs to allow for the consideration of technical and commercial factors, such as past performance related to schedule adherence, quality, reliability, after-market support, and vehicle performance, as well as price in the contract award selection process. By establishing explicit factors that identify Metro's priorities, the solicitation can use evaluation criteria critical to Metro to augment price considerations.

In addition to the ability to evaluate key technical and schedule factors, the competitive negotiation process permits direct discussions and negotiations with Proposers to clarify requirements and costs prior to an award recommendation. This process minimizes the risks associated with a complex specification and scope of work by allowing the parties to clarify ambiguities and correct deficiencies.

The solicitation will include provisions to meet the Buy America and Metro Manufacturing Career Policy (MCP) requirements.

## **DETERMINATION OF SAFETY IMPACT**

The approval of this recommendation will have a direct and positive impact on safety, service quality, system reliability, performance, and overall customer satisfaction as new LRVs will be needed to support the new ESFV Line, Southeast Gateway Line, future rail line extensions, and the

P2000 fleet replacement.

## **FINANCIAL IMPACT**

Once the proposals are evaluated and a qualified contractor is selected, a fully funded requisition shall be initiated to start the solicitation processes as per Metro policies. Upon the completion of the evaluation process, staff will return to the Board with the contract award recommendation and request a Life of Project (LOP) budget. Funding for this action will be programmed based on future fund balances that can be applied to the project.

Since this project will occur over a multi-year period, the Cost Center Manager, Project Manager, and Chief of Operations will be responsible for future fiscal year budgeting.

### **Impact to Budget**

Upon approval, the recommendation may be funded with a combination of Federal, State, and Local funds. Staff will seek and apply for future grant funding as opportunities become available. Staff recommends that the new LRV procurement remain eligible for federal funding, including following all federal procurement guidelines.

## **EQUITY PLATFORM**

The new P3030 LRVs will provide revenue service along Metro's existing Light Rail Systems, including the new ESFV and the Southeast Gateway Lines which serve a majority of Equity Focus Communities (EFC) who rely on public transportation. See Attachment A. Approving the decisions in this board report will encourage a fair, competitive LRV procurement bidding process.

The area serviced by the ESFV Line is comprised heavily of communities of color (71.7% Latino), experiences poverty twice as much as the LA County average of 14.9%. Roughly 12.5% of households in the area do not own a car and depend on public transportation.

The area serviced by the Southeast Gateway Line is comprised of Black, Indigenous, and other People of Color (BIPOC) at (65%) of the total study area population, and Hispanic/Latino groups alone account for 51 percent of the study area population. In addition, 44 percent of study area residents live below the poverty level, compared with the county average of 33 percent.

The LRV delivery will enable Metro's LRT Lines to be built and operated on schedule and provide residents with critical transit service to access greater employment, health, and educational opportunities that would otherwise be difficult to reach.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

These recommendations support Metro Strategic Plan Goal No. 5) to "provide responsive, accountable, and trustworthy governance within the Metro organization." This goal strives to position

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Metro to deliver the best possible mobility outcomes and improve business practices so that Metro can perform more effectively and adapt more nimbly to the changing needs of our customers.

### **ALTERNATIVES CONSIDERED**

The Board of Directors may choose to procure LRVs using a low bid process, but this methodology is not recommended. The sealed bid process does not adequately account for any technical superiority of performance, reliability, or system life cycle costs that one firm's equipment or solution may have over another since the process must be awarded to the lowest responsive and responsible bidder. For these reasons, Metro staff does not recommend this alternative. The competitively negotiated procurement process will provide for the evaluation of critical non-price related factors in the source selection process.

### **NEXT STEPS**

Staff will proceed with a competitively negotiated solicitation for the procurement of the new P3030 LRVs.

### **ATTACHMENTS**

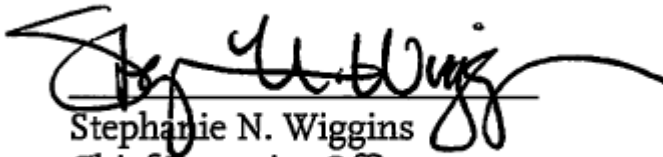
Attachment A - Metro EFC Map - 2024

Prepared by:

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Debra Avila, Deputy Chief Vendor/Contract Management Officer, (213) 418-3051

Reviewed by:

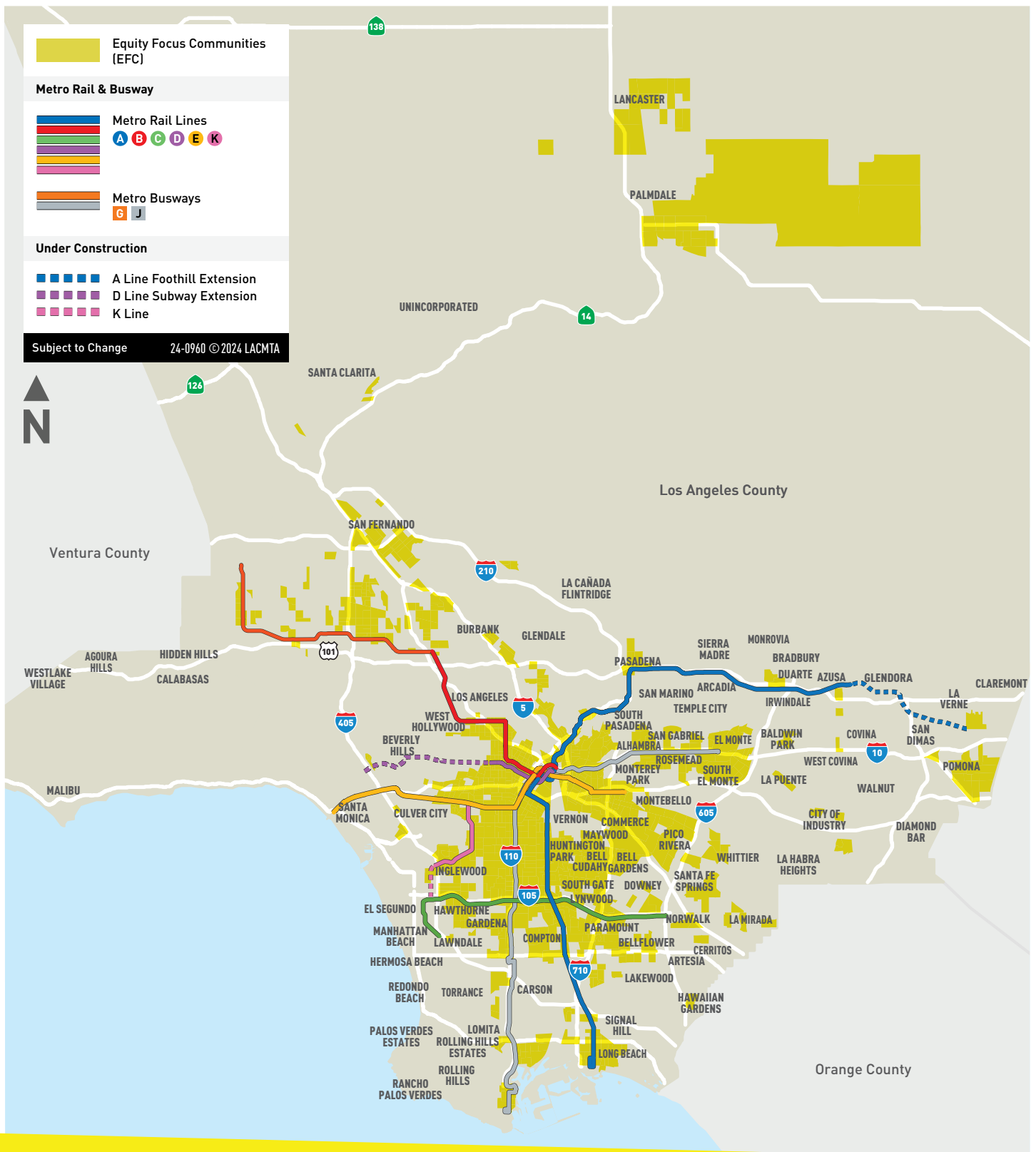
Conan Cheung, Chief Operations Officer, (213) 418-3034



Stephanie N. Wiggins  
Chief Executive Officer

# Attachment A

## METRO-DESIGNATED EQUITY FOCUS COMMUNITIES



### CONTACT US

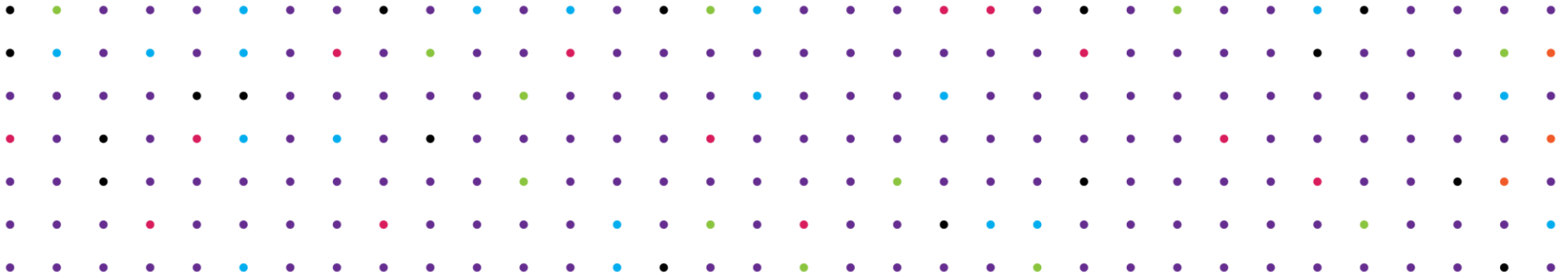
✉ Office of Equity and Race  
One Gateway Plaza, MS 25-1  
Los Angeles, CA 90012

✉ [equityandrace@metro.net](mailto:equityandrace@metro.net)

🌐 [metro.net/equity-race](http://metro.net/equity-race)

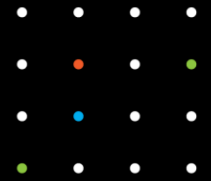
Vehicle Maintenance, Acquisition, and Engineering

# New P3030 Light Rail Vehicle (LRV) Procurement



Operations, Safety, & Customer Experience Committee Meeting  
January 16, 2025

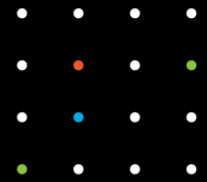
# RECOMMENDATION



AUTHORIZE the Chief Executive Officer (CEO) to solicit competitive negotiations Request for Proposals (RFPs), pursuant to Public Contract Code (PCC) §20217 and Metro's procurement policies and procedures for the PROCUREMENT of new P3030 Light Rail Vehicles (LRVs).

(REQUIRES TWO-THIRDS VOTE OF THE FULL BOARD)





- Due to a specialized rail transit equipment, it proposed that the new P3030 Light Rail Vehicles (LRVs) be procured by a competitively negotiated process in accordance with PCC § 20217.
- Public Contract Code (PCC) § 20217 states that the Board, upon a finding by two-thirds vote of all members, may find that the competitive low bid procurement method inadequate for the agency's needs, and direct that the procurement be conducted through competitive negotiation similar to those used for previous new rail vehicle procurement and midlife modernization projects.
- Thirty-three Base LRVs and six Options for an additional 142 Option LRVs with a total of 175 new LRVs are required to support projected revenue service requirements, including enhanced service capacity for the new East San Fernando Valley (ESFV) Line, Southeast Gateway Line, future rail line extensions and the replacement of 52 legacy P2000 Siemens LRV fleet.

# DISCUSSION



Upon a finding by two-thirds vote of all members, Competitive negotiation facilitates:

- Consideration of factors that could not be adequately quantified or considered in a strictly low bid procurement. (e.g. quality, reliability, after-market support).
- Consideration of technical and commercial factors. (e.g. past project performances, schedule adherence, vehicle performance, and price in the contract award selection process).
- Direct discussions and negotiations with Proposers to clarify requirements and cost before award recommendation to minimize the risks associated with a complex specification and work scope.



## Board Report

File #: 2024-0855, File Type: Contract

Agenda Number: 29.

### OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE JANUARY 16, 2025

**SUBJECT: COMMUNITY INTERVENTION SPECIALIST (CIS) PROGRAM**

**ACTION: APPROVE CONTRACT AWARD**

#### **RECOMMENDATION**

AUTHORIZE the Chief Executive Officer to award a three-year, firm-fixed unit rate Contract No. PS123774000 to Lee Andrews Group, Inc. to develop, manage, and operate a Community Intervention Specialist Program in the Not-to-Exceed (NTE) amount of \$24,927,121, effective February 3, 2025, subject to resolution of any properly submitted protest(s), if any.

#### **ISSUE**

As a part of its re-imagined multi-layer approach to safety and as a complement to the Transit Ambassador Program, Metro has, over the last two years, successfully piloted embedding Community Intervention Specialists with street teams who were deployed to be a welcoming face on the newly opened K Line.

The CIS Program has made an immediate positive impact in creating a safer environment for Metro riders at K Line stations, which have subsequently seen very little criminal activity. Metro now plans to expand the use of Community Intervention Specialists across the Metro system, inclusive of the K Line.

#### **BACKGROUND**

Maintaining a safe, clean, and reliable transit system is integral to improving Metro's customer experience. On March 25, 2021, the Metro Board approved Motion 26.2 authored by Directors Bonin, Garcetti, Mitchell, Hahn, Dupont-Walker, and Solis (Attachment A), and on November 18, 2021, approved Motion 25.1 authored by Directors Bonin, Mitchell, Hahn, Solis, and Dupont-Walker (Attachment B), directing staff to reimagine the agency's investments and approach to public safety on the transit system.

In December 2022, Metro awarded a competitive task order under the Communications Support Services Bench to the Lee Andrews Group, Inc. to develop, manage and administer Metro's Customer Experience Street Team Program. The program deployed friendly Street Teams to greet customers and teach them how to navigate the newly opened K Line.

The program vendor identified Community-Based Organizations (CBOs) that recruited and employed Community Intervention Specialists (CIS) to provide a community-based security presence at key K Line stations. Different from traditional security, CIS staff are from the neighborhoods where they are stationed and have unique knowledge of those neighborhoods, particularly gang activity. They use their relationships with local residents and specialized training in de-escalation techniques to create a safe, incident-free environment, without introducing traditional police methods that might make local residents uncomfortable.

Community Intervention Specialists were deployed on the K line upon its opening in October 2022, while the Transit Ambassador Pilot Program contractors were in the process of staffing up. The identifiable differences between the Transit Ambassadors are focused on the broader security support, customer experience and reporting, while Street Teams provide a welcoming presence at stations and distribute materials. Community Intervention Specialists are more focused on preventing and de-escalating incidents in a community-based, safety-centered role.

Community Intervention Specialists have been working on the K Line seven days a week, from 8:30 a.m. through 8:30 p.m. Since its opening, the K Line has only had minimal (7) crimes against property, including vandalism and graffiti. Through de-escalation techniques and training, CIS members have prevented a number of safety and security incidents on the K Line.

Based upon the success of the CIS Pilot Program, Metro desires to continue the CIS program, as well as expand deployment locations to other areas of the system where gang activity might be present.. The initial task order is set to expire June 30, 2025. Doing this effectively required a separate competitive procurement for this program to identify a contractor who could partner with and manage CBOs with specific knowledge of the neighborhoods across the county not just along the K Line.

## **DISCUSSION**

The vision of the CIS Program is that it is representative of the communities Metro serves to provide a community-based security presence that would keep stations safe, while ensuring the community feels safe and comfortable. CISs also support a community-based approach to public safety by offering an unarmed response to de-escalate situations that could become more significant issues.

Staff, in consultation with Metro's System Security and Law Enforcement Department and our Law Enforcement partners (LAPD, LASD, and LBPD), reviewed crime data related to stations impacted by gang violence, Transit Watch App incidents related to gang activity, and Customer Comments Analysis Tracking System (CCATS) reports related to gang activity, and have identified 10 stations within the Northwest, West, Central, Southeast and Southwest regions of the Metro system where expanded community intervention beyond the K Line would be valuable.

Similar to the current CIS Program, the contractor will subcontract with local CBOs with expertise working with at-risk populations and gang prevention. Under the new contract, the Contractor shall manage the following CBOs, 2<sup>nd</sup> Call, Developing Options, Able Solutions, and Homies Unidos, who

will recruit and deploy 40 CIS members deployed daily at various hot spots across the system.

2nd Call is a Los Angeles-based community organization dedicated to providing support and resources to individuals affected by gang violence, incarceration, and other social challenges. Led by Skipp Townsend, who has a long history of community activism and intervention work in Los Angeles, 2nd Call focuses on rehabilitation and reentry programs aimed at helping individuals transform their lives. Townsend's background includes extensive experience in gang intervention and violence prevention, making him a pivotal figure in the community's efforts to reduce crime and promote positive change. The organization operates out of South Los Angeles.

Developing Options is a Los Angeles-based community organization dedicated to providing at-risk youth with opportunities for personal and professional development through various programs and services. Under the leadership of co-founders Eugene "Big U" Henley and Aqeela Sherrills, Developing Options has made significant strides in gang intervention, youth mentorship, and community outreach. Both leaders bring a wealth of experience to the organization; Henley is a former gang leader turned community advocate, and Sherrills is renowned for his role in brokering the 1992 Watts gang truce. Together, they have worked tirelessly to transform lives and foster safer communities in Los Angeles.

Able Solutions Inc. is a Los Angeles-based security services organization located near LAX. They implement a unique approach that combines awareness and intervention, ensuring a strong and noticeable presence. The organization, led by Steven Echols-an expert with over two decades of experience-prioritizes hiring from the local community and providing comprehensive training to develop skilled professionals. Under Echols' leadership, Able Solutions Inc. not only enhances security but also fosters community empowerment and inclusivity, driving impactful change and offering everyone the chance to thrive.

Homies Unidos: For over 20 years, Homies Unidos has been a pioneer in promoting peace and reducing violence in predominantly Latino communities across Los Angeles. Their community-based approaches to public safety and service have successfully reduced violence in areas impacted by gangs and policing. Since its founding in 1998, Homies Unidos has served over 10,000 youth and adults through lifestyle recovery, tattoo removal, leadership development, and support for currently and formerly incarcerated individuals and their families. Homies Unidos' mission is to promote peace and reduce violence by empowering new immigrant leaders to become advocates for justice and equality in immigrant and system-impacted communities in Los Angeles and their countries of origin. Their vision is to create a just and peaceful society that promotes human rights, equality, and the empowerment of criminalized people within our immigrant communities.

As part of this new contract and under the guidance and direction of Lee Andrews Group, the CBOs will recruit CIS members who have lived experience with gangs, trauma or violence, and who bring deep cultural and community understanding necessary to build trust and de-escalate conflicts in ways traditional law enforcement or uniformed security cannot.

### **DETERMINATION OF SAFETY IMPACT**

The approval of the award and expansion of the CIS Program will positively impact the perception of

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public safety on the transit system. The staff recommendation will allow Metro to manage the professional services contractor through the defined Statement of Work and associated contract requirements and deliverables.

The Community Intervention Specialists will support the overall public safety ecosystem in connection with Metro's system security, law enforcement, crisis response teams, transit ambassadors and homeless outreach.

### **FINANCIAL IMPACT**

The FY25 Budget includes \$9,280,000 under Cost Center 5420, Customer Programs and Services, Project 300077, Rail Operations - K Line, for the CIS Teams.

Since this is a multi-year contract, the Cost Center Manager, Project Manager, and Chief Customer Experience Officer will be responsible for budgeting the costs in future years.

#### **Impact to Budget**

The sources of funding are operating eligible federal, state and local resources, which are eligible for bus and/or rail operating expenses.

### **EQUITY PLATFORM**

The RFP was issued as a competitively negotiated procurement in accordance with Metro's Acquisition Policy and the contract type is a firm fixed unit rate. The Diversity & Economic Opportunity Department (DEOD) recommended a 38% Small Business Enterprise (SBE) goal for this procurement. Lee Andrews Group, Inc., a Small Business Enterprise (SBE) prime, exceeded the goal by making a 38.28% SBE commitment.

Additionally, the proposing contractor was required to demonstrate their awareness of the Metro transit system, its cultural and geographic diversity, and the communities Metro serves. In addition to bringing in professional expertise and cultural competency in building rider trust and comfort by handling difficult situations on Metro's system, the CIS program also creates about 85 job opportunities for residents in Equity Focus Communities, who are prioritized for hiring through the criteria established by identified CBOs recruiting community members. Recruiting for future CIS Program staff will include outreach to communities of color, individuals with disabilities, older adults, and those facing barriers to employment, and will continue to include partnerships with CBOs to build a pipeline of qualified workers that reflect the diversity of Metro's ridership.

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

These recommendations will support Vision 2028 Strategic Goal #2 - Deliver outstanding trip experiences for all users of the transportation system and will support the agency's implementation of Customer Experience Plan Goals - provide customer visibility and will demonstrate to communities that Metro is investing in improving the quality of commutes via the transit system. CIS Teams will have a workforce of trained, uniformed, unarmed personnel on the system to assist with the customer

journey for Metro riders.

### **ALTERNATIVES CONSIDERED**

The Board can consider not authorizing the award of the contract; however, this will directly impact Metro's ability to deliver a CIS Program and expand proven community-based methods to keep our system safe as directed in Motion 26.2 authored by Directors Bonin, Garcetti, Mitchell, Hahn, Dupont-Walker, and Solis (Attachment A).

### **NEXT STEPS**

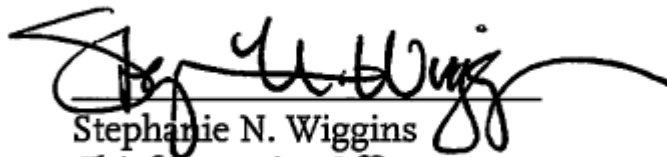
Upon Board approval, staff will execute Contract No. PS123774000 with Lee Andrews Group, Inc. Staff will work with Metro's Customer Experience Department to continue to collect direct employee and rider feedback about the perception of public safety on the system and will report back to the Board on its progress and impacts in one year.

### **ATTACHMENTS**

- Attachment A - Metro Board Motion 26.2 (March 2021)
- Attachment B - Metro Board Motion 25.1 (November 2021)
- Attachment C - Procurement Summary
- Attachment D - DEOD Summary

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Carolina Coppolo, Interim Deputy Chief Vendor/Contract Management Officer,  
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Reviewed by: Jennifer Vides, Chief Customer Experience Officer, (213) 922-4060

  
Stephanie N. Wiggins  
Chief Executive Officer

# Metro



## Board Report

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**File #:** 2021-0190, **File Type:** Motion / Motion Response

**Agenda Number:**

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**REGULAR BOARD MEETING  
MARCH 25, 2021**

**Motion by:**

**DIRECTORS BONIN, GARCETTI, MITCHELL, HAHN, DUPONT-WALKER, AND SOLIS**

Related to Item 26: Transit Law Enforcement Services

Investment in Alternatives to Policing

In June 2020, the Board voted to embark on a process to reimagine public safety on Metro in response to demonstrations for racial justice and a national conversation about the appropriate role of police in our society and the particular threats faced by Black people during interactions with law enforcement. The Board's mandate was for the agency to work in partnership with community leaders to re-envision transit safety and community-based approaches to policing leading up to and as part of the 2022 renewal of the multiagency police contract. Metro has now established a Public Safety Advisory Committee (PSAC) to formalize this partnership. PSAC will create a space where community leaders work in partnership with Metro staff, including bus and rail operators, on the future of public safety on the Metro system.

Last month, a proposal to increase Metro's law enforcement contract by \$111 million sparked further attention to Metro's considerable spending on policing and the relative lack of investment in alternative public safety strategies. Last month's recommendation provided at least a year for PSAC to develop and finalize its recommendations. The current proposal would greatly accelerate the pace of work for the newly formed PSAC, with recommendations now due by the end of the year in order to begin implementation by January 2022.

Standing up a new model of public safety will take time, including identifying funding and beginning to staff up new initiatives. To jump-start this acceleration, the Board should proactively set aside resources now in support of PSAC's work. These early actions are consistent with and build on Metro's Customer Experience Plan and the *Understanding How Women Travel Study*. Acting now will allow Metro to build capacity for alternative approaches while ensuring a smoother transition in the future.

**SUBJECT: INVESTMENT IN ALTERNATIVES TO POLICING**



**RECOMMENDATION**

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

A. Include in the FY22 budget at least \$40 million for the following initiatives, consistent with the Equity Platform and the Customer Experience Plan:

1. Public Safety:

- a. \$20 million for a transit ambassador program that provides staffed presence at Metro facilities and on Metro vehicles and offers riders assistance and connections to resources, modeled after the S.F. BART program.
- b. \$1 million for elevator attendants at stations.
- c. \$1 million for a flexible dispatch system that enables response by homeless outreach workers, mental health specialists, and/or unarmed security ambassadors in appropriate situations.
- d. \$5 million for Call Point Security Project Blue light boxes recommended by Women and Girls Governing Council to improve security on the BRT and rail system.
- e. Funds to initiate a study to develop recommendations to prevent intrusion onto Metro rail rights-of-way, including but not limited to subway platform-edge doors.
- f. \$3 million for pilot safety strategies on board buses to be recommended by PSAC.

2. Homelessness:

- a. \$2 million for short term shelter for homeless riders.
- b. \$5 million for enhanced homeless outreach teams and related mental health, addiction, nursing, and shelter services.
- c. \$250,000 for regular counts to monitor trends and gauge the success of Metro efforts to address homelessness.
- d. \$3 million for pilot homelessness strategies to be recommended by PSAC.

B. Establish a target to ensure the participation of LA County-based organizations and

enterprises in the above initiatives.

- C. Consult with PSAC on the program design and implementation of all of the above initiatives.
  
- D. Direct the OIG to audit the law enforcement services contracts and report their findings to the PSAC and the Board.

**Board Report**

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**File #:** 2021-0745, **File Type:** Motion / Motion Response**Agenda Number:** 25.1.

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**REVISED**  
**OPERATIONS, SAFETY AND CUSTOMER EXPERIENCE COMMITTEE**  
**NOVEMBER 18, 2021**

**Motion by:****DIRECTORS BONIN, MITCHELL, HAHN, SOLIS, and DUPONT-WALKER**

Related to Item 25: Transit Law Enforcement Services

## Commitment to Reimagining Public Safety

In the summer of 2020, the killing of George Floyd and the nationwide demonstrations for racial justice that followed sparked a national conversation about the appropriate role of police in our society and the particular threats faced by Black people and other people of color during interactions with law enforcement. Here in Los Angeles County, those demonstrations renewed attention on longstanding issues of bias and disproportionate enforcement faced by Black and brown communities. Just this month the Los Angeles Times exposed a pattern of disproportionate stops and searches of Latino and Black bike riders by the Los Angeles Sheriff's Department in unincorporated areas. Earlier coverage has documented a similar pattern for traffic stops by the Los Angeles Police Department in South Los Angeles. On Metro's own system, fare and code of conduct enforcement has also disproportionately targeted Black and Latino riders.

In June 2020, the Board voted to embark on a process to reimagine public safety on Metro. Metro has since taken significant steps toward this reimagining, including the creation of the Public Safety Advisory Committee (PSAC) to advise the agency on an appropriate reallocation of resources and the subsequent approval in March 2021 of over \$40 million to launch alternative approaches to public safety on the Metro system.

This month, Metro staff is bringing a recommendation to the Board to extend the current police contracts in order to allow more time for PSAC to envision the role of law enforcement as part of an overall new approach to public safety on the Metro system. PSAC's new Mission & Values statement is a concrete first step toward this new direction, but much more needs to be done to put this new vision into practice.

While Metro staff is recommending a number of initial reforms to policing on the system to be implemented as a part of this short-term extension, the recommendation defers a decision about funding levels in FY23 to the annual budget process. In consideration of PSAC's opposition to continued reliance on law enforcement services and the Board's prior allocation of funding for

alternative approaches, the FY23 budget should begin to reflect the agency's new public safety Mission & Values by renewing financial commitments to the alternative approaches and commensurately shifting away from reliance on law enforcement.

Furthermore, Metro should accelerate the transition to PSAC's vision for a public safety approach that leads with unarmed staff presence, outreach, and services with a reduced role for law enforcement by piloting these strategies at specific locations and evaluating their effectiveness. Preliminary results from such a pilot will inform a rescoped role for law enforcement beyond the 18-month remainder of the contracts.

**SUBJECT: COMMITMENT TO REIMAGINING PUBLIC SAFETY**

**RECOMMENDATION**

APPROVE Motion by Directors Bonin, Mitchell, Hahn, Solis, and Dupont-Walker that the Board direct the Chief Executive Officer to:

- A. In February 2022, report on the status of the initiatives funded by Motion 26.2 (March 2021), including projected launch dates, program elements, input received from PSAC, and projected funding needs in FY23.
- B. During the development of the FY23 budget, ensure a continued minimum commitment of \$40 million for the public safety alternatives outlined in Motion 26.2, in addition to rolling over unspent funding from FY22.
- C. In April 2022, report to the Operations, Safety, and Customer Experience Committee with a recommended public safety budget for FY23, including proposed funding levels for police services and public safety alternatives, with consideration of the Board's directive to realign resources.
- D. Consult with PSAC throughout the FY23 budget development process.

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

- E. Develop a place-based implementation strategy that identifies station locations that are good candidates for piloting a reimagined public safety approach consistent with the new Mission and Values statement, including the deployment of some or all of the public safety alternatives identified in Motion 26.2 and modifying law enforcement deployment at these pilot locations while continuing to ensure fast emergency response times.
- F. Consult with PSAC on the design, implementation, and evaluation-including quantitative and qualitative metrics-of this pilot.
- G. Explore partnerships with academia, medical schools, promotores, and community-based organizations on the design, implementation, and evaluation of this pilot.
- H. Report periodically on the pilot implementation and evaluation as part of the regular system

security report.

**DUPONT-WALKER AMENDMENT:** Develop key performance indicators that reflect how the pilot influences rider experience.

## PROCUREMENT SUMMARY

COMMUNITY INTERVENTION SPECIALIST (CIS)  
PROGRAM MANAGEMENT/PS123774000

1.	<b>Contract Numbers:</b> PS123774000	
2.	<b>Recommended Vendors:</b> Lee Andrews Group, Inc.	
3.	<b>Type of Procurement: (check one):</b> <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP <input type="checkbox"/> RFP-A&E <input type="checkbox"/> Non-Competitive <input type="checkbox"/> Modification <input type="checkbox"/> Task Order	
4.	<b>Procurement Dates:</b>	
	<b>A. Issued:</b> May 14, 2024	
	<b>B. Advertised/Publicized:</b> May 14, 2024	
	<b>C. Pre-Proposal Conference:</b> May 22, 2024	
	<b>D. Proposals Due:</b> July 8, 2024	
	<b>E. Pre-Qualification Completed:</b> October 1, 2024	
	<b>F. Ethics Declaration Forms submitted to Ethics:</b> July 17, 2024	
	<b>G. Protest Period End Date:</b> October 29, 2024	
5.	<b>Solicitations Picked up/Downloaded:</b> 31	<b>Proposals Received:</b> 3
6.	<b>Contract Administrator:</b> Antwaun Boykin	<b>Telephone Number:</b> (213) 922-1056
7.	<b>Project Manager:</b> Karen Parks	<b>Telephone Number:</b> (213) 922-4612

**A. Procurement Background**

This Board Action is to award Contract No. PS123774000 to develop, manage and operate the Community Intervention Specialist Program that serves as a complement to the Metro Transit Ambassador Pilot Program. Board approval of contract award is subject to the resolution of any properly submitted protest(s), if any.

On May 14, 2024, Request for Proposals (RFP) No. PS123774 was issued as a competitive procurement in accordance with Metro's Acquisition Policy and the contract type is a firm fixed unit rate. The Diversity & Economic Opportunity Department (DEOD) recommended a 38% Small Business Enterprise (SBE) goal for this procurement. Further, the solicitation was subject to the following DEOD programs:

- SBE Contracting Outreach and Mentoring Plan (COMP) Program which required the selected contractor to mentor at least one (1) SBE firm for protégé development.
- Medium-Size Business Tier II Program (MSZ-II) which allowed medium-size tier II firms to submit proposals and, if more than one MSZ-II proposal is received, Metro may make an award to an MSZ-II firm. However, staff will consider proposals from all other firms if Metro doesn't receive an MSZ-II proposal.
- Local Small Business Enterprise Preference which gave eligible proposers 5% preference bonus points added to their overall evaluation score for utilizing local small business firms.

Two amendments were issued during the solicitation phase of this RFP:

- Amendment No. 1, issued on May 17, 2024, revised the LOI-16 SBE COMP PROGRAM to include the number of firms required for protégé development, removed duplicate guidelines under LOI-18 - MSZ Program, incorporated Section 400 – SBE Contract Outreach and Mentoring Plan to the DEOD Instructions to Bidders/Proposers, included SP-05 - Insurance Requirements and evaluation criteria, revised the validity period of proposals and extended the due date for submission of questions and proposal due date.
- Amendment No. 2, issued on June 28, 2024, extended the proposal due date.

A total of 31 firms downloaded the RFP and were included on the planholders' list. A virtual pre-proposal conference was held on May 22, 2024, and was attended by 11 participants representing 4 firms. There were no questions received for this RFP.

A total of 3 proposals were received by July 8, 2024, from the following firms listed below in alphabetical order:

1. Lee Andrews Group, Inc.
2. RMI International
3. Strive Well-Being

## **B. Evaluation of Proposals**

A Proposal Evaluation Team (PET) consisting of Metro staff from Customer Programs & Services, Homeless Outreach and Strategic Planning, and Systems Security and Law Enforcement Departments was convened and conducted a comprehensive technical evaluation of the proposals received.

Metro's Prequalification Office determined that all three proposers did not meet the definition of an MSZ-II firm. Since Metro did not receive proposals from an MSZ-II firm, the PET proceeded with the evaluation of all proposals received.

The proposals were evaluated based on the following evaluation criteria:

- |  |     |
|--|-----|
| • Proposed Project Administration  | 13% |
| • Strategic Recruitment, Hiring, and Retention                             | 20% |
| • Experience and Capabilities of Key Personnel                             | 13% |
| • Understanding of Work and Appropriateness of Approach of Management Plan | 10% |
| • Community Intervention Specialist Training Program                       | 20% |
| • SBE Contracting Outreach & Mentoring Plan (COMP)                         | 4%  |
| • Price Proposal   | 20% |
| • Local Small Business Enterprise (LSBE) Preference Program (Bonus Points) | 5%  |

Several factors were considered when developing these weights, giving the greatest importance to strategic recruitment, hiring, and retention, community intervention specialist training program, and price.

From July 25, 2024, through September 20, 2024, the PET independently evaluated and scored the technical proposals. On September 17, 2024, staff conducted clarifications and discussions with all three proposing firms and requested each of them submit a Best and Final Offer (BAFO). At the conclusion of the evaluation, the PET determined Lee Andrews Group, Inc. to be the top-ranked firm. Staff conducted negotiations with Lee Andrews Group, Inc. through December 2024.

### **Qualifications Summary of Firms within the Competitive Range:**

#### **Lee Andrews Group, Inc.**

Lee Andrews Group, Inc. (LAG), founded in 1993, is a Metro-certified small business firm, based in downtown Los Angeles, CA. LAG specializes in public relations and community engagement and is experienced in managing countywide initiatives. LAG has experience developing and implementing numerous successful public relations campaigns for such clients as Los Angeles Unified School District (LAUSD) and California Air Resources Board (CARB).

LAG's strategic recruitment and hiring plans demonstrated local knowledge of gangs and community dynamics, while showing a keen understanding of the underlying issues that impact the Metro service area and system. The LAG team includes four Los Angeles-based community organizations that have expertise in providing personal support, professional development, and resources to individuals affected by gang violence, incarceration, and social challenges. They also provide programs that promote peace, reduce violence, foster community empowerment, and drive impactful change.

LAG currently administers Metro's Customer Experience Street Team Program on the K Line and Discounted Fares Outreach Program, and performance has been satisfactory.

#### **RMI International, Inc.**

RMI International, Inc. (RMI), founded in 1996, is headquartered in Paramount, CA. RMI has experience providing public safety, customer support, and related services to public and private agencies such as the Los Angeles Police Department, American Honda Motor Company, Honda Aircraft Company, and Northwoods Retail Group.

RMI's technical expertise and experience are primarily focused on providing public safety, customer support, and related services. Further, its technical proposal did not sufficiently demonstrate how it would engage community-based organizations to reduce violence, assist in the personal development of high-risk individuals, provide gang intervention, and improve Metro-community relations.



## **Strive Well-Being**

Strive Well-Being (SWB) is a Metro-certified small business firm, headquartered in San Diego, California. Founded in 2008, SWB provides holistic health and community well-being services across California. Existing government agency clients include the San Diego County Health and Human Services, and both Los Angeles County and Santa Clara County's Wellness Programs.

SWB's technical expertise and experience are mainly concentrated on providing customer support and community health and well-being services, particularly for the unhoused. In addition, SWB did not earn the LSBE preference bonus points.

The following is a summary of the PET scores:

<b>1</b>	<b>Firm</b>	<b>Average Score</b>	<b>Factor Weight</b>	<b>Weighted Average Score</b>	<b>Rank</b>
<b>2</b>	<b>Lee Andrews Group, Inc.</b>				
<b>3</b>	Proposed Project Administration	88.92	13.00%	11.56	
<b>4</b>	Strategic Recruitment, Hiring, And Retention	89.15	20.00%	17.83	
<b>5</b>	Experience And Capabilities of Key Personnel	94.46	13.00%	12.28	
<b>6</b>	Understanding of Work and Appropriateness of Approach of Management Plan	88.00	10.00%	8.80	
<b>7</b>	Community Intervention Specialist Training Program	100.00	20.00%	20.00	
<b>8</b>	SBE Contracting Outreach & Mentoring Plan (COMP)	0.00	4.00%	0.00	
<b>9</b>	Price Proposal	67.70	20.00%	13.54	
<b>10</b>	Local Small Business Enterprise (LSBE) Preference Program (Bonus Points)	100.00	5.00%	5.00	
<b>11</b>	<b>Total</b>		<b>105.00%</b>	<b>89.01</b>	<b>1</b>
<b>12</b>	<b>RMI International, Inc.</b>				
<b>13</b>	Proposed Project Administration	81.69	13.00%	10.62	
<b>14</b>	Strategic Recruitment, Hiring, And Retention	80.80	20.00%	16.16	
<b>15</b>	Experience And Capabilities of Key Personnel	77.23	13.00%	10.04	
<b>16</b>	Understanding of Work and Appropriateness of Approach of Management Plan	78.70	10.00%	7.87	

17	Community Intervention Specialist Training Program	73.35	20.00%	14.67	
18	SBE Contracting Outreach & Mentoring Plan (COMP)	0.00	4.00%	0.00	
19	Price Proposal	100.00	20.00%	20.00	
20	Local Small Business Enterprise (LSBE) Preference Program (Bonus Points)	100.00	5.00%	5.00	
21	<b>Total</b>		<b>105.00%</b>	<b>84.36</b>	<b>2</b>
22	<b>Strive Well-Being</b>				
23	Proposed Project Administration	73.85	13.00%	9.60	
24	Strategic Recruitment, Hiring, and Retention	79.15	20.00%	15.83	
25	Experience and Capabilities of Key Personnel	72.23	13.00%	9.39	
26	Understanding of Work and Appropriateness of Approach of Management Plan	82.70	10.00%	8.27	
27	Community Intervention Specialist Training Program	80.00	20.00%	16.00	
28	SBE Contracting Outreach & Mentoring Plan (COMP)	0.00	4.00%	0.00	
29	Price Proposal	75.95	20.00%	15.19	
30	Local Small Business Enterprise (LSBE) Preference Program (Bonus Points)	0.00	5.00%	0.00	
31	<b>Total</b>		<b>105.00%</b>	<b>74.28</b>	<b>3</b>

### C. Price Analysis

The recommended amount has been determined to be fair and reasonable based on price analysis, an Independent Cost Estimate (ICE), and technical analysis. The recommended amount is 5.9% lower than the ICE. Staff successfully negotiated savings of \$7,006,763.

	<b>Proposer Name</b>	<b>BAFO Amount</b>	<b>Metro ICE</b>	<b>Recommended Amount</b>
1.	Lee Andrews Group, Inc.	\$31,933,884	\$26,496,055	\$24,927,121
2.	RMI International, Inc.	\$21,621,161		
3.	Strive Well-Being	\$28,471,454		

## **D. Background on Recommended Contractor**

### **Lee Andrews Group, Inc.**

Lee Andrews Group, Inc. (LAG) is a Metro-certified small business, Los Angeles-based firm founded in 1993. It is a communications, marketing, and advertising agency experienced in providing community outreach and communications programs for diverse and underserved communities.

LAG has been providing various community outreach services to Metro since 2018 and performance has been satisfactory.

## DEOD SUMMARY

### COMMUNITY INTERVENTION SPECIALIST (CIS) PROGRAM MANAGEMENT/PS123774000

#### **A. Small Business Participation**

The Diversity and Economic Opportunity Department (DEOD) established a 38% Small Business Enterprise (SBE) goal for this Medium Size Business Enterprise (MSZ-II) solicitation. Lee Andrews Group, Inc., a Small Business Enterprise (SBE) firm, exceeded the goal by making a 38.28% SBE commitment.

<b>Small Business Goal</b>	<b>38% SBE</b>	<b>Small Business Commitment</b>	<b>38.28% SBE</b>
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	<b>SBE Subcontractors</b>	<b>% Committed</b>	<b>LSBE</b>	<b>Non-LSBE</b>
1.	Lee Andrews Group, Inc. (Prime)	38.28%	X	
	<b>Total SBE Commitment</b>	<b>38.28%</b>		

#### **B. Medium Size Business Enterprise Program (MSZ-II)**

No proposals were received from MSZ-II firms, resulting in a non-MSZ-II award.

#### **Local Small Business Preference Program (LSBE)**

Lee Andrews Group, Inc., as an LSBE prime, is eligible to receive the LSBE Preference credit.

#### **C. Contracting Outreach and Mentoring Plan (COMP)**

At a minimum, Bidders/Proposers shall mentor a total one (1) SBE firm, for Protégé development as part of the SBE Contracting Outreach and Mentoring Plan (COMP).

Thirty (30) days after Award, Lee Andrews Group, Inc. must submit a Contracting Outreach and Mentoring Plan (COMP) evidencing how it will achieve its listed commitments through the utilization of SBE firm(s) for the project. Lee Andrews Group, Inc. shall include in its plan creative strategies and innovative non-traditional approaches to include SBE's in all phases of subcontracting, inclusive of a mentor protégé development approach. The SBE COMP will be reviewed and approved by LACMTA.

#### **D. Living Wage and Service Contract Worker Retention Policy Applicability**

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

**E. Prevailing Wage Applicability**

Prevailing wage is not applicable to this contract.

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

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

Item: 2024-0855 CIS Program Management

Operations, Safety and Customer Experience Committee Meeting  
January 16, 2025

# Community Intervention Specialist (CIS) Program



# Current Operation

Currently only on the K Line

Over the last 2 years, Metro has successfully piloted the use of Street Teams with Community Intervention Specialists and embedded them on the K Line.

Community-Based Organizations (CBOs) recruit Community Intervention Specialists with a focus on identifying staff who are familiar with the neighborhood and gang activity and how to approach and de-escalate incidents before they occur.

The CIS program has made an immediate impact in creating a safe environment for Metro riders at K Line stations.

- **Hours of Operation:** 8:30AM - 8:30 PM, 7 days a week, across two shifts.
- Deployment focused on K-Line.



# Proposed Operation

**Expand teams + hours across the system**

Staff reviewed crime data related to stations impacted by gang violence, Transit Watch App incidents related to gang activity, and Customer Comments Analysis Tracking System (CCATS) comments related to reported gang activity.

In consultation with Metro's System Security and Law Enforcement Department and our Law Enforcement partners (LAPD, LASD, and LBPD), staff have identified 10 stations within the Northwest, West, Central, Southeast and Southwest regions of the Metro system where expanded community intervention beyond the K Line would be valuable.

**40 CIS members deployed daily, across the system, from 7:30AM – 10:30PM**

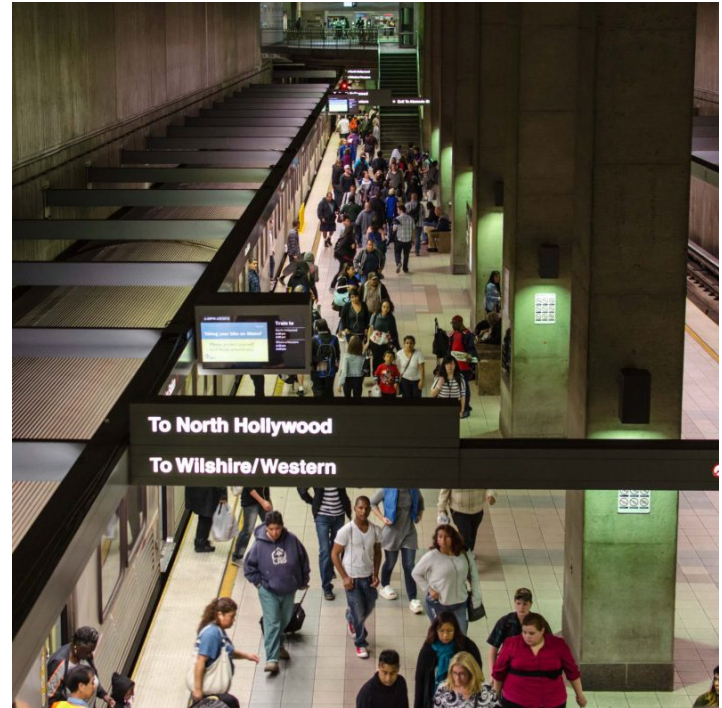




# Recommendation

- These services were initially procured through a task order set to expire June 30, 2025.
- Based on the impact and need, Metro issued a competitively negotiated RFP.
- This is a **recommendation** to:

AUTHORIZE the Chief Executive Officer to award a three-year, firm-fixed unit rate Contract No. PS123774000 to Lee Andrews Group, Inc to develop, manage, and operate a Community Intervention Specialist Program in the Not-to-Exceed (NTE) amount of \$24,927,121, effective February 3, 2025, subject to resolution of any properly submitted protest(s), if any.



Thank you





## Board Report

File #: 2024-0982, File Type: Plan

Agenda Number: 30.

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### OPERATIONS, SAFETY, AND CUSTOMER EXPERIENCE COMMITTEE JANUARY 16, 2025

**SUBJECT: PUBLIC TRANSPORTATION AGENCY SAFETY PLAN**

**ACTION: APPROVE RECOMMENDATION**

#### **RECOMMENDATION**

APPROVE the revised Public Transportation Agency Safety Plan (PTASP), Version 1.4 (Attachment A), which incorporates new Federal Transit Administration (FTA) requirements related to Safety Management System (SMS) implementation and documents Metro's processes and activities in compliance with Federal and State regulations.

#### **ISSUE**

Metro's original PTASP, which the Board approved in April 2020, was developed in accordance with Federal and State mandates that require Metro to establish and implement such a plan. In April 2024, the FTA issued revised regulations affecting the PTASP, necessitating revisions to the safety plans established by transit agencies. FTA regulations require the PTASP and revisions to PTASPs to be approved by the Board of Directors.

#### **BACKGROUND**

The FTA published the first PTASP Regulation, 49 C.F.R. Part 673, on July 19, 2018. The regulation implements a risk-based SMS approach and required Metro to have a PTASP in place no later than July 20, 2020. Metro complied with this requirement by implementing its PTASP in April 2020. The PTASP is one element of FTA's comprehensive Public Transportation Safety Program. The State Safety Oversight Agency, the California Public Utilities Commission (CPUC), adopted the requirements of FTA's regulation in its General Order 164-E and is charged under the regulations with the review and approval of agency PTASPs. Revisions to the original rules were issued by the FTA in April 2024, which requires transit agencies to update their PTASPs to incorporate the new requirements. Metro's revised PTASP includes the new requirements and will be made effective in January 2025.

#### **DISCUSSION**

The PTASP, which is applicable to both bus and rail mode, essentially is a document that describes the various safety programs and processes the agency has in place to manage hazards and safety

risks. The PTASP has been developed to be a top-down, data-driven plan that incorporates the following four critical elements of an SMS-based approach - Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion. For each of the four key components, the plan describes or references Metro's processes and procedures that have been in place at the agency that comply with the particular requirements. The plan also includes authorities, accountabilities, and responsibilities of all staff who play a key role in managing safety, as well as performance measures and targets to support the data-driven approach.

Significant changes to the PTASP include updated Safety Performance Measures and Safety Performance Targets (SPT), description of a safety risk reduction program, a revised hazard categorization process, reference to Metro's roadway worker protection program, and a description of CPUC's Risk Based Inspection program.

As required by the regulation, staff provided the revised PTASP to the Metropolitan Planning Organization (MPO) - the Southern California Association of Governments, to coordinate performance measures and targets. Staff also distributed the plan to all internal stakeholders and the Rail Transit Safety Branch Staff of the CPUC during the development of the revised PTASP for review and comments and incorporated their feedback.

In accordance with the PTASP regulations, Metro established a Joint Labor Management Safety Committee (JLMSC) comprising of an equal number of labor (including representatives from all five labor unions) and management representatives. The JLMSC, which meets monthly, identifies and recommends risk-based mitigations or strategies to reduce the likelihood of safety events, such as vehicle and pedestrian collisions, and transit worker assaults. They review and adopt SPTs and approve the PTASP. The JLMSC approved this revised PTASP at the November 21, 2024, meeting.

### **DETERMINATION OF SAFETY IMPACT**

Approval of this recommendation will have a positive impact on the safety of Metro's patrons and employees.

### **FINANCIAL IMPACT**

Since all the programs and processes described in the PTASP are currently in place, there is no financial impact as a result of approving this plan.

### **EQUITY PLATFORM**

Metro's PTASP applies to all bus and rail facilities and Divisions that house Metro employees who provide transportation services and benefits to riders. There are no specific equity benefits or impacts. The PTASP includes programs and processes that benefit all residents of Los Angeles County by addressing safety risks during the design, construction, operation, and maintenance of all our bus routes and rail lines. This PTASP will allow prudent safety enhancements to be implemented for all employees, riders, and residents who use our system or reside in areas where we operate based on data that is collected related to collisions and injuries.

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**IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommendation supports strategic plan goals # 1) “Provide high-quality mobility options that enable people to spend less time traveling” and # 5) “Provide responsive, accountable, and trustworthy governance within the Metro organization.” The programs and processes described in the PTASP support the specific actions and initiatives described to advance Goals 1 and 5 in the strategic plan.

**ALTERNATIVES CONSIDERED**

The Board may elect not to approve the PTASP, Version 1.4. However, this action is not recommended because it would subject Metro to regulatory enforcement action by the FTA, which could include withholding federal funds for non-compliance with the FTA’s Public Transportation Safety Program.

**NEXT STEPS**

Upon Board approval, staff will implement the PTASP for all affected stakeholders and make the plan effective January 2025. Metro will also certify to the FTA on an annual basis that it has established and implemented its PTASP as required by its regulations. Staff will provide the Board-approved plan to the CPUC, as required by the regulations, for their final written approval.

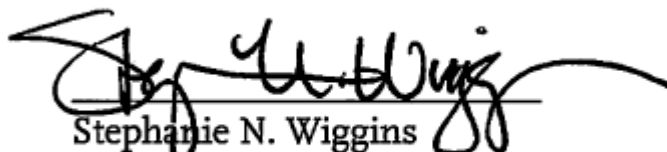
Once the revised PTASP is in effect, staff will audit the plan to verify that the processes and programs are being followed and based on trends, implement strategies for continuous safety improvement. In addition to internal audits, the PTASP will be audited by the FTA and the CPUC at least triennially.

**ATTACHMENTS**

Attachment A - Public Transportation Agency Safety Plan (PTASP) - Version 1.4

Prepared by: Vijay Khawani, Senior Executive Officer, Project Management Oversight, (213) 922-4035

Reviewed by: Kenneth Hernandez, Interim Chief Transit Safety Officer, (213) 922-2990



Stephanie N. Wiggins  
Chief Executive Officer



Los Angeles County  
Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012

Version 1.4: Effective January 2025

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN





# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

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# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## Subpart A – General

### Revision Table

<i>Version History</i>	<i>Issue Date</i>	<i>Revisions</i>	<i>Author(s)</i>
1.0	July 1, 2020	Original Issue	Robert “BJ” Takushi, Vijay Khawani, Ed Boghossian, Raymond Lopez, Steve Flores Abraham Miranda
1.1	July 1, 2021	Revision 1: See Appendix N for Summary of Changes	Robert “BJ” Takushi, Vijay Khawani Abraham Miranda
1.2	January 2023	Revision 2: See Appendix N for Summary of Changes	Vijay Khawani Eddie Boghossian Raymond Lopez Steve Flores
1.3	January 2024	Revision 3: See Appendix N for Summary of Changes	Vijay Khawani
1.4	January 2025	Revision 4: See Appendix N for Summary of Changes	Corporate Safety

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## METRO PTASP POLICY STATEMENT

The Los Angeles County Metropolitan Transportation Authority (Metro) has adopted as its guiding principle that Safety is a primary value for our customers, employees, and business partners. This means that Safety takes a pre-eminent role in decision making before all other considerations. All levels of management and all employees are accountable for the delivery of this highest level of safety performance, starting with the Chief Executive Officer (CEO). This Public Transportation Agency Safety Plan (PTASP) is the means of integrating safety into all Metro rail and bus system operations. With the methodologies contained in the PTASP, we can achieve an optimal level of safety in our operations and services.

The PTASP integrates the four components of Safety Management Systems (Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion) to lay the foundation of Metro's Safety Culture.

Each department has responsibilities under the PTASP and shall support its implementation. Employees are encouraged to read the PTASP available on MyMetro under Risk, Safety & Asset Management department's webpage. Departments shall also provide the on-going support necessary for achievement of the following PTASP Safety Objectives:

- Establish safety policies, procedures, and requirements that integrate safety into Metro's decision-making and operations.
- Implement Safety Management System (SMS) Principles and utilize the American Public Transportation Association's (APTA) Standards, Recommended Practices, and Guidelines as resources in developing Metro's policies/procedures.
- Assign responsibilities related to safety policies, procedures, and requirements.
- Verify adherence to safety policies, procedures, and requirements.
- Investigate accidents, incidents, fires, and occupational injuries.
- Identify, analyze, evaluate and resolve/mitigate hazards and near misses, in coordination with frontline transit worker representative through the Local Safety Committees and the Joint Labor Management Safety Committee (JLMSC) as described in this Plan.
- Evaluate and verify the operational readiness of new systems.
- Minimize system modifications related to safety during the operational stage by reviewing safety requirements at system design and procurement stages.
- Conduct safety performance monitoring to determine trends and implement corrective actions.
- Evaluate the safety implications of proposed system modifications prior to implementation.

A key to the success of the PTASP is for employees to be aware that they are accountable for meeting the safety requirements of their positions. In other words, everyone is responsible for safety. Beyond this, its success depends on all employees actively identifying potential hazards and taking into consideration the safety of others as well as their own. All employees have an obligation to report hazards, and near-miss occurrences to their department management.

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The Corporate Safety Department, led by the Chief Safety Officer (CSO), is responsible for developing, administering, and overseeing a comprehensive PTASP with specific objectives, programs and activities to prevent, control and resolve unsafe conditions/hazards that may occur during the life cycle of the bus and rail systems. The Corporate Safety Department will be involved in projects beginning from the conceptual stage, and through the design, procurement, construction, and operational stages. Metro's safety objectives and safety performance targets/measures included in this PTASP are consistent with the National Public Transportation Safety Plan and fulfill the requirements of 49 Code of Federal Regulations (CFR) Part 673, which is the authority that establishes this PTASP.

We must appreciate the fact that our decisions and actions often affect the safety of our employees, our customers, the public, and business partners. By following the processes described in the PTASP, we will have continued opportunities to improve overall performance and safety. Metro's Board of Directors and Executive Leadership are committed to full implementation of this PTASP through their leadership and assuring the allocation of necessary resources.



Stephanie N. Wiggins

Chief Executive Officer

12/29/2024

Date

## Board Approval of PTASP

The LA Metro Board has approved this PTASP. Board approval documentation can be found in Appendix P.

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## Acronyms/Abbreviations

AIP	Accident Investigation Procedures
APTA	American Public Transportation Association
ATO	Automatic Train Operation
ATP	Automatic Train Protection
ATS	Automatic Train Supervision
BOC	Bus Operations Control
CAP	Corrective Action Plan
CCTV	Closed-Circuit Television
CEO	Chief Executive Officer
CFR	Code of Federal Regulations
CMF	Central Maintenance Facility
CPO	Chief People Office
CPUC	California Public Utilities Commission (State Safety Oversight Agency)
CSO	Chief Safety Officer
FBI	Federal Bureau of Investigation
FE	Functional Exercise
FLSC	Fire/Life Safety Committee
FOF	Field Observation and Feedback
FSE	Full Scale Exercise
FTA	Federal Transit Administration
GO	General Order
ISR	Internal Safety Review
JLMSC	Joint Labor Management Safety Committee
LACTC	Los Angeles County Transportation Commission
LADOT	Los Angeles Department of Transportation
LCP	Local Control Panel
LSC	Local Safety Committee
MPO	Metropolitan Planning Organization
MPH	Miles Per Hour

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Metro	Los Angeles County Metropolitan Transportation Authority
NTD	National Transit Database
OCI	Operations Central Instruction
OSHA	Occupational Safety and Health Administration
OSSC	Operations Safety Steering Committee
PLE	Purple Line Extension
PPE	Personal Protective Equipment
PTASP	Public Transportation Agency Safety Plan
PM	Preventative Maintenance
ROC	Rail Operations Control
RSAM	Risk, Safety & Asset Management
RTI	Rail Transportation Instruction
RTOS	Rail Transportation Operations Supervisor
SCADA	Supervisory Control and Data Acquisition
SCAG	Southern California Association of Governments
SCRT	Safety Certification Review Team
SCRTD	Southern California Rapid Transit District
SMRC	System Modification Review Committee
SMS	Safety Management System
SOP	Standard Operating Procedure
SSOA	State Safety Oversight Agency
TAM	Transit Asset Management
TCPSD	Transit Community Public Safety Department
TEPW	Training and Exercise Planning Workshop
TOS	Transportation Operations Supervisor
TSA	Transportation Security Administration
TTX	Tabletop Exercise
U.S.C.	United States Code
VTT	Verification of Transit Training

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## 1.0 INTRODUCTION

This document is the Los Angeles County Metropolitan Transportation Authority's (Metro) Public Transportation Agency Safety Plan (PTASP) for the Bus and Rail systems. This PTASP embodies the elements in 49 CFR Part 673 which focuses on establishing a Safety Management System (SMS). The section numbers referenced throughout this document refer to the requirements of 49 CFR Part 673. The FTA defines SMS as:

"the formal, top down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing hazards and safety risks."

Metro's PTASP establishes accountability and responsibility at the top levels of the organization, evidenced by the Metro Board's Approval and CEO's commitment to allocate necessary resources to sustain and improve Metro's safety culture. This plan explains each organizational unit's function within the larger Metro System and how accountability for safety is integrated throughout the organization. This PTASP also describes the four components integral to the successful implementation of SMS within the Metro System (outlined below): Safety Management Policy, Safety Risk Management, Safety Assurance, and Safety Promotion.

Metro's Safety Management Policy is divided into four sub-components:

1. Safety Management Policy Statement
2. Safety Accountabilities and Responsibilities
3. Integration with Emergency Management
4. SMS Documentation and Records

Metro's Safety Risk Management component includes:

1. Safety Hazard Identification
2. Safety Risk Assessment
3. Safety Risk Mitigation

Metro's Safety Assurance component includes:

1. Safety Performance Monitoring and Measurement
2. Management of Change
3. Continuous Improvement

Metro's Safety Promotion component includes:

1. Safety Training Program
2. Safety Communication



# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## 1.1 METRO BACKGROUND

Assembly Bill 1784 required the Los Angeles County Transportation Commission (LACTC) and the Southern California Rapid Transit District (SCRTD) to submit a plan to the legislature by January 1992, which reorganized the agencies to provide “a unified comprehensive institutional structure which requires maximum accountability to the people.”

Assembly Bill 152, signed by Governor Pete Wilson on May 19, 1992 merged the LACTC and SCRTD into the Los Angeles County Metropolitan Transportation Authority (Metro), effective April 1, 1993. All responsibilities and obligations previously assumed by SCRTD and LACTC have been assumed by Metro, which is a public corporation of the State of California. Metro is generally responsible for the planning, design, construction, operation, and maintenance of rail and bus transit in the County of Los Angeles, however, the State Legislature has designated other agencies who are responsible for the design and construction of certain projects, such as the Gold Line Extension Project.

The 13-member Board of Directors that governs Metro is comprised of:

- The five Los Angeles County Supervisors
- The Mayor of Los Angeles
- Three Los Angeles mayor-appointed members
- Four City Council members representing the other 87 cities in Los Angeles County

The Governor of California appoints one non-voting member.

Metro has authority to furnish public transportation services in Los Angeles County and in parts of adjacent counties. Metro is also authorized to administer Proposition A funds for the operation of municipal transit agencies in this area.

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## 1.2 SCOPE AND PURPOSE

The PTASP defines Metro's technical and managerial safety activities. The PTASP applies to all organizational units affecting, or affected by, the Metro bus and rail systems from planning through the operations and maintenance phases. Management's compliance with identified responsibilities in the PTASP ensures that the goals and objectives are achieved.

The PTASP will be used to identify programs and processes to minimize injuries and accidents. It also demonstrates Metro's commitment to safety. In addition, this PTASP complies with the requirements of 49 Code of Federal Regulations Part 673, issued by the FTA.

## 1.3 ORGANIZATIONAL CHART

Metro Leadership and Executive Management is displayed in Appendix A. Metro Operations organizational chart can be seen in Appendix B.

## 1.4 SYSTEM DESCRIPTION

Metro's operational system is summarized within Appendix C.

## 1.5 SAFETY AND SECURITY GOALS

- Provide a level of safety and security in transit services that meets if not exceeds industry standards and practices
- Identify, eliminate, minimize, and/or control safety hazards and their associated risks
- Improve safety by implementing practical and reasonable strategies to reduce the number and rates of accidents, injuries and assaults on transit workers based on data submitted to the NTD
- Comply with the applicable requirements of regulatory agencies
- Maximize the safety of future operations by affecting the design and procurement processes
- Continuously improve the safety culture by striving to incorporate innovative technologies
- Mitigate employee assaults and crime related incidents

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## Subpart B - Safety Plan

Subpart B of this PTASP incorporates Metro's conformance with 49 CFR 673 including establishing safety performance targets, review and update of this document, emergency management protocols, and coordination with planning stakeholders.

### §673.11(a)(3) SAFETY PERFORMANCE MEASURES AND PERFORMANCE TARGETS

Metro's safety performance measures are based on the measures established under the National Public Transportation Safety Plan. A detailed list of these safety performance measures and performance targets are found in Appendix D.

### §673.11(a)(4) CONFORMANCE WITH FTA GUIDELINES

This PTASP addresses all requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan. The PTASP will be revised when FTA establishes standards through the public notice and comment process.

### §673.11(a)(5) REVIEW AND UPDATE OF PTASP

This PTASP is meant to be a living document that has the flexibility to address additional safety and security issues as needed. The PTASP will be reviewed at least annually, by the RSAM department, to make necessary updates, corrections, and modifications in accordance with the CPUC established rules. RSAM will seek feedback from affected departments and the JLMSC to determine if any changes are needed. Any significant changes (such as Hazard Management Program, Accident Investigation Procedures, regulations that affect the content of this plan), excluding nominal administrative changes, to the body of the plan will be made and presented to the JLMSC and the Metro CEO for adoption by the Board of Directors. Administrative changes (such as Department names, titles, organizational chart, etc) and routine annual KPI targets will be presented only to the JLMSC. RSAM will update the Revision table annually with a new Revision number for the PTASP, regardless if any changes need to be made.

After the PTASP review, the RSAM department will provide the revision to the CPUC. Metro will request CPUC's review and approval in accordance with CPUC established rules if any significant changes are made to the PTASP.

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The RSAM department is responsible for preparing, maintaining, and updating the PTASP.

## §673.11(a)(6)(i) EMERGENCY MANAGEMENT PROGRAM

### **Operational Emergencies:**

Metro has developed emergency procedures to respond to all-hazard emergencies on the system. These procedures include roles and responsibilities for departmental staff who respond to these emergencies. For emergencies with cascading implications or significant impacts, Metro's Emergency Operations Center (EOC) procedures will be triggered to ensure internal/external coordination and collaboration for response and recovery activities.

### **RAIL MODE**

Currently, all emergency response procedures for rail operations are found in the Metro Rail Book of Operating Rules and SOPs. Examples of these emergencies are Train vs. Person, Collision, Earthquake, Flood, etc. For an extensive list, refer to Metro Rail SOPs. Additionally, in accordance with the CPUC General Order 172 series requirements, Metro has developed Metro Rail SOP #65, which are procedures for contacting employees in the event of a personal or family emergency. For large scaled incidents to the rail system, Metro's EOC Manual would determine activation levels to support emergency response.

### **BUS MODE**

Currently, all emergency response procedures for bus operations are found in the BOC Standard Operating Procedures. Examples of these emergencies are Requests for Police or Emergency Medical Assistance, and Earthquake. For an extensive list, refer to Metro BOC SOPs. Additionally, Metro BOC is responsible for contacting Bus employees in the event of a personal or family emergency. For larger scaled incidents impacting systemwide bus service, Metro's EOC Manual would determine activation levels to support emergency response.

### **Emergency Preparedness:**

### **RAIL MODE**

Rail Operations in coordination with Metro's Emergency Management Department conducts emergency response training, familiarization, and exercises at least once each year on every rail line comprised of either an operation based Full Scale Exercise (FSE), Functional Exercise (FE), or multiple scenario rapid response exercises to prepare for

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

emergencies. Determinations are driven based on recent real world rail incidents, change of policy/procedures/equipment, or transit industry security/safety concerns.

Emergency Management's annual Training & Exercise Planning Workshop (TEPW) with Rail Operations and Corporate Safety Department determines exercise scenarios, locations, and schedules for each Rail line. Incident scenarios may be selected based on recent/past real-world rail incidents worldwide, changes in policy, procedures and/or technology systems, adoption of new best practices in training, and lastly transit industry security/safety concerns identified by management.

Additionally, within the Multi-Year Training and Exercise Program (MYTEP) a training and exercise calendar is developed for when training and/or exercises will be conducted throughout a calendar year.

Based on the type of exercise, FSE or FE, a discussion-based Tabletop Exercise (TTX) may be conducted where participants can discuss in detail their response procedures that will be used in the FSE or FE. Additionally, all lessons learned are documented as strengths and improvements in after-action reports and a corrective action matrix is developed. These exercises enhance inter-agency communication and coordination with State, Federal, regional, and local first responder agencies, (such as CPUC, FBI, TSA, Fire and Law Enforcement personnel within the 88 Cities, regional hospitals and other external transit/non transit partners) and enable Metro staff to train for potential emergency scenarios.

Prior to each exercise, an Initial Planning Meeting (IPM) is scheduled with the appropriate agencies to plan and discuss the exercise scope, objectives, and specific response activities to test capabilities. Additional meetings may be scheduled depending on the complexity of the exercise. Following the exercise, a post-exercise debriefing is convened with representatives from all participating agencies to review the performance of the exercise, and to identify "lessons learned."

When "lessons learned" affect current procedures or processes, the affected disciplines determine what changes are needed and implement them. If such changes are made, all stakeholders receive a copy of the revised procedure or are notified of procedure changes.

Metro Rail Training Instruction staff collaborates with Emergency Management staff and provides familiarization training to outside agencies on an as-needed basis when requested. Training includes familiarization of the rail cars, station, equipment, tunnel orientations, and tours of the ROC. Periodic reminders of the availability of this emergency preparedness training are presented to fire and law enforcement with jurisdiction emergency response responsibility to the Rail system.

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Metro's Emergency Management Department is responsible for coordinating all system wide emergency response planning efforts. Prior to opening new segments of the rail system, training sessions, familiarization, exercises are conducted for all emergency response agencies which have jurisdiction along the route.

## **BUS MODE**

Bus Operations in coordination with Metro's Emergency Management Department conducts emergency response training, familiarization, and exercises throughout the year.

Emergency Management's annual Training & Exercise Planning Workshop (TEPW) with Bus Operations selects 4-6 Divisions to conduct an exercise along with recommended scenarios. Divisions and scenarios may be selected based on recent/past real-world incidents worldwide, changes in policy, procedures and/or technology systems, adoption of new best practices in training, and lastly transit industry security/safety concerns identified by management.

Additionally, within the MYTEP a training and exercise calendar is developed for when training and/or exercises will be conducted throughout a calendar year.

These exercises enhance inter-agency communication and coordination with State, Federal, regional, and local agencies, (such as FBI, TSA, Fire and Law Enforcement personnel within the 88 Cities, and regional hospitals), and enable Metro staff to train for potential emergency scenarios.

Prior to each exercise, an IPM is scheduled with the appropriate agencies to plan and discuss the exercise scope, objectives, and specific response activities. Additional meetings may be scheduled depending on the complexity of the exercise. Following the exercise, a post-exercise debriefing is convened with representatives from all participating agencies to review the performance of the exercise, and to identify lessons learned.

When lessons learned affect current procedures or process, the affected disciplines determine what changes are needed and implement them. If such changes are made, all stakeholders receive a copy of the revised procedure or are notified of procedure changes.

Metro Office of Central Instruction (OCI) staff collaborates with Emergency Management staff and provides familiarization training to outside first responder agencies on an as-needed basis when requested. Training includes familiarization of the bus, access points, shutoffs, cameras and other equipment.

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## **Disaster Recovery:**

Metro's Emergency Management Department manages disaster recovery efforts and uses the Disaster Recovery Plan as a guideline in the event of catastrophic scenarios outlined in the plan. Metro's Emergency Management Department oversees major or catastrophic disaster response and recovery efforts.

## **§673.11(a)(6)(ii) ROADWAY WORKER PROTECTION PROGRAM**

Metro has developed and implemented a Roadway Worker Protection program and manual that includes rules and procedures for rail transit personnel performing work on the roadway.

## **§673.11(a)(6)(iii) RISK BASED INSPECTION PROGRAM**

Metro's process for a risk-based inspection program has been developed in consultation with the State Safety Oversight Agency (CPUC).

The California Public Utilities Commission (CPUC) has safety and security regulatory authority over all rail transit and other public transit fixed-guideway systems (referred to as RTAs) under Public Utilities Code Section 99152 and other California statutes.

The CPUC's State Safety Oversight (SSO) program is approved and certified by the Federal Transit Administration (FTA) in accordance with the requirements of federal public transportation safety program law (49 United States Code §5329) and FTA's SSO regulation (49 Code of Federal Regulation Part 674).

The CPUC's Rail Transit Safety Branch (RTSB) implements its SSO program and focuses on verification of compliance with the Public Transportation Agency Safety Plan, System Security Plan, Safety Certification Plans, and other plans and procedures of the RTA to ensure that these plans meet all state and federal rules and regulations, and that RTAs are effectively implementing those plans and the RTA's adopted policies and procedures.

Under state laws and regulations, and federal regulations, CPUC has the authority to make announced (with advanced notice) and unannounced (without advance notice) inspections of all RTA activities, including infrastructure, equipment, records, personnel, and data.

Under the FTA Special Directive 22-25 issued to the CPUC, the CPUC RTSB has developed a Risk-Based Inspection (RBI) program and upon FTA approval will implement that program. Under the Special Directive requirements, the RTA must provide the SSOA with the data the RTA collects when identifying hazards and assessing and mitigating

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safety risk. The RTSB has set forth the requirements for its RBI program in the RTSB Program Standard Procedures Manual. The Special Directive requires that the CPUC acquire RTA safety, inspection, and maintenance data to analyze and review for any identifiable trends or findings to “inform” the prioritization of CPUC inspections.

As such, RTSB has met and consulted with each RTA regarding the specific records RTSB seeks to routinely acquire from the RTA as part of this process, and the frequency of RTA submittals of that information. RTSB has identified the records sets and the process for transmittal of the data and records to CPUC via a special mailbox ([RBIData@cpuc.ca.gov](mailto:RBIData@cpuc.ca.gov)) and has included a sample of this information in the RTSB Program Standard in Attachment 24. Other data transfer methodologies may also be used such as SharePoint sites or File Transfer Protocol systems.

During those meetings with the RTAs, RTSB discussed with the RTAs:

- Protocols to be employed for both announced and unannounced inspections, including arranging announced inspections and expectation for accessing the RTAs facilities for both announced and unannounced inspections;
- A program to educate RTA employees on the CPUC’s authority to access RTA facilities under California Law, and;
- RTAs expectation that employees will cooperate with RTSB inspectors and be responsive to their requests for access, records or other information.

RTSB’s RBI requirements and protocols established in accordance with Special Directive 22-25 requirements are contained in the RTSB program Standard in Section 1.5.0 - INSPECTIONS OF RAIL TRANSIT AGENCIES and Section 1.6.0 - RECORD REVIEWS, COLLECTION, AND ANALYSIS.

Metro acknowledges the Commission’s authority for developing the RBI processes and procedures in Sections 1.5.0 and 1.6.0 and will incorporate these requirements as the required RBI procedures applicable in California into our Agency Safety Plan.

Metro complies with the authority of the CPUC by assisting in providing timely responses, data requests, records requests, and assistance while on Metro property. Metro works in partnership with the CPUC on Safety Certifications, Event Reports, System Modifications, and construction consultations. Metro recognizes CPUC’s authority outlined in the Public Utilities Code and other state laws, and all Metro



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employees are required to comply with CPUC representatives performing regulatory oversight in accordance with those laws.

Metro will provide the CPUC the data it requests to help them with identifying hazards and in assessing and mitigating safety risks. Examples of data that will be shared include:

- Hazard records
- Mitigation records
- Event records
- Corrective action plans
- Near-miss records
- Maintenance records
- Inspection records
- Records of failures and defects
- Major maintenance activity schedule and progress records
- Adherence to maintenance schedules

Data will be provided to the CPUC at frequencies as required in their Program Standard. Time frames for providing the data will be dependent on the nature and scope of the request and will be based on an agreed to schedule with the CPUC. However, urgent requests will be processed as expeditiously as possible. All requests for data must be submitted by the CPUC to Metro's DEO of Corporate Safety and their designee. The designee will coordinate with Metro's internal departments to collect the requested data and submit it to CPUC in accordance with the agreed upon schedule.

## §673.11(7)(i) RISK REDUCTION PROGRAM FOR MITIGATING SAFETY EVENTS/INJURIES

Metro has initiated several safety programs based on data to continuously advance safety and reduce the risk of injuries through the following :

- Community outreach and education
- Reducing reflection/glare from operator barrier
- Installing four-quadrant gates at BRT and rail crossings
- Evaluating bus collision avoidance technologies
- Repositioning left side mirror to improve visibility and avoid bus/pedestrian collisions
- Installing pedestrian gates and swing gates at rail crossings
- Installing high visibility reflective decals on the rear of buses to mitigate rear end collisions
- Installing in-pavement lights at grade crossings and intersections

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- Installing left turn gates in street-running grade crossings
- Installing active bus and train coming signs
- Installing “look both ways” active signs
- Installing active no left/right turning signs
- Installing suicide prevention signs along rail alignments
- Installing photo enforcement systems to deter unsafe motorists’ behaviors
- Providing early warning detection system to mitigate transit worker incidents on the right of way
- Installing a comprehensive, centralized process to report and mitigate events and injuries for all workers throughout the entire transit system

## §673.11(7)(ii) RISK REDUCTION PROGRAM FOR MITIGATING TRANSIT WORKER ASSAULTS

**Bus barrier** - Metro is currently enhancing the design of its existing barriers on buses to improve Operator safety. The goal is to have the improved barriers installed on all buses by December 31, 2024.

**De-Escalation training** - In accordance with FTA Public Transportation Agency Safety Program requirements, De-Escalation training is now required for all employees, public- and non-public facing, upon hire. Refresher training is conducted as needed. The De-Escalation training covers:

- defining and recognizing escalation
- preparing for situations that may escalate
- preventing escalation
- de-escalation techniques
- reporting and next steps if/when an event escalates

**New bus procurement full cabin enclosure** - Metro is also in the early stages of purchasing new buses to replace some of the older buses in the fleet. The new buses will be equipped with fully enclosed barriers and are anticipated to arrive in the 2026/2027 timeframe.

**Bus riding teams and ambassadors** - Metro Ambassadors are currently contracted workers, but during the October 2023 Metro Board of Directors meeting, the Board authorized the agency to transition the program in-house, with a check-in report to the Board to review costs to convert Metro Ambassadors into full-time employees. Moving the Metro Ambassadors in-house will streamline the program, facilitate their collaboration with the other layers of Metro’s public safety ecosystem (e.g., transit security, law enforcement). Metro has instituted bus riding teams to conduct random line rides focused on lines with the highest incident of bus operator assaults. The intent is to deter riders from entering without the appropriate fare and to ensure riders are following Metro’s Customer Code of Conduct.

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**Interior cameras and monitors** – Metro has installed interior cameras and monitors on buses to deter crime and unlawful acts.

**Penalty for assaulting bus operators (signage)** – Metro has installed signs on its buses to inform passengers that injuring a transit operator is punishable by up to 3 years in prison or up to a \$10,000 fine, or both. Penal Code §24.3.3

**Metro Transit Police Department** – Metro has recently established an in-house Transit Community Public Safety Department (TCPSD), to help keep our employees and riders safe. Metro’s Transit Community Public Safety Department will be a new department comprised of sworn police officers specially trained and dedicated to the Metro system, along with transit security officers and crisis intervention specialists/clinicians. Once the TCPSD is established, our agency will have direct oversight over law enforcement operations, deployments, and staffing on our system.

**Comprehensive Reporting Protocol for Assaults on all Metro employees** – Metro is currently putting mechanisms in place to provide for comprehensive reporting of assaults on workers in all job classifications along with corresponding mitigation strategies.

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## §673.13 CERTIFICATION OF COMPLIANCE

Metro will certify this PTASP initially and annually thereafter through the FTA's Certification and Assurances process via Metro's Grants Management and Oversight department.

## §673.15 COORDINATION WITH PLANNING STAKEHOLDERS

During the development of the original PTASP, Metro coordinated with the CPUC and the local Metropolitan Planning Organization (MPO), which is the Southern California Association of Governments (SCAG). Metro provided a copy of the PTASP to SCAG for their review and comments, including sharing Metro's proposed performance targets to aid in their planning process.

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## Subpart C - Safety Committees and Cooperation with Frontline Transit worker Representatives

### §673.19 SAFETY COMMITTEES

There are various committees that coordinate Metro's SMS activities:

#### **Bus Change and Material Review Committee (BCMRC)**

The purpose of this committee is to provide consistency and uniformity to the changes made to, or material used for Metro's Bus Fleet. The committee is responsible for ensuring that changes to the buses or material are safe, economical, practical and comply with Metro's policies and procedures. The proposed modifications are submitted to the Vehicle Technology department. This department then distributes the proposed changes to the BCMRC.

**Chemical Standards Committee (CSC)** - This committee shares information and provides oversight for the qualification and introduction of new chemical commodities and the disqualification of existing chemicals. The committee jointly reviews all requests to set up chemical products to ensure compliance with Metro's requirements. The committee also reviews the current inventory catalog to confirm the chemical requested does not already exist in the Metro inventory under another name.

Chemical Standards Committee Functions:

- Inventory Control (Review new set-up or request/Committee Chairperson)
- Procurement (Vendor request and purchases of new products)
- Quality Assurance (New product testing/Product Complaints)
- Corporate Safety (Reviews new product SDS for Safety Compliance)
- Maintenance Bus/Rail (Users/Testing)
- General Services Bus, Rail, Gateway (Users/Testing)
- Material Planning (Set order points for Divisions)
- Environmental Compliance (Environmental Impact and Guidelines)

**Fire/Life Safety Committee (FLSC)** -The FLSC evaluates and resolves fire and life safety issues on Metro. It verifies that system designs, operations, and modifications meet fire and life safety requirements, such as NFPA 130 Standard for Fixed Guideway Transit and Passenger Rail Systems. In this capacity, the FLSC coordinates with other Metro departments and with other fire departments and other emergency response agencies for familiarization with Metro emergency procedures.

The FLSC evaluates issues against FLSC design criteria, verifies compliance with the

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

criteria, and evaluates variances or deviations from the criteria via a Request for Special Consideration form. The FLSC also facilitates the issuance of the certificate of occupancy for new facilities.

Staff from the Corporate Safety Department chairs the FLSC which is comprised of representatives from the Los Angeles City Fire Department, Operations departments, and the CPUC. Some of the typical functions of the FLSC include:

- Develop Fire/Life Safety Criteria for Metro and monitor compliance with fire/life safety requirements
- Serve as liaison between Metro and fire departments and other emergency response agencies
- Verify that fire departments and other emergency response agencies are familiar with Metro emergency procedures and have access to facility site maps
- Ensure that materials, equipment, and systems are appropriate for use and are maintained in a manner consistent with fire/life safety requirements
- Review municipal and county fire regulations/codes, building codes, building plans, vehicle specifications, fire protection systems, emergency procedures, emergency ventilation systems and procedures, and evacuation plans in order to ensure compliance with fire/life safety requirements
- Provide support for emergency exercises
- Review Metro and other transit agency incidents for lessons learned
- Provide support to Rail Operations as needed

**Local Safety Committee (LSC)** - The formation of LSCs at the Bus and Rail Operating facilities gives employees and division management a forum for exchanging information related to safety issues, programs, policies, and practices. Each Metro Division has formed a committee, with the head of Operations or Maintenance chairing the effort. The LSC responsibilities include the following:

- Meet monthly to evaluate and resolve any identified safety hazards, near misses, and track action items
- Administer safety programs for department employees, facilities, equipment, and operations
- Review investigation of injuries/incidents and near misses, and make recommendations to mitigate them

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**Operations Safety Steering Committee (OSSC)** - The committee initiates and implements Operations-wide Safety Programs to drive improved performance and to identify and resolve issues that prevent or hinder improved safety success. The Committee is chaired by the head of the Risk, Safety, & Asset Management department and includes Senior Management of the bus and rail Transportation and Maintenance departments. Central to the discussion are key performance indicators and projects and programs to continuously improve safety performance. The committee meets quarterly.

**Joint Labor/Management Safety Committee (JLMSC)** - The JLMSC is comprised of an equal number of representatives from management and labor unions. The composition and operations of the Committee is described in its Ground Rules and Guidelines. This PTASP has been reviewed and approved by this committee (see appendix O) which meets at least quarterly to review risk-based mitigations or strategies to reduce the likelihood and severity of consequences of accidents, to identify mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended; and to identify safety deficiencies for purposes of continuous improvement. The committee will also establish and monitor performance targets using a 3-year rolling average of NTD data for measures described in FTA's National Public Transportation Safety Plan. The Committee is alternately chaired by a management or labor representative of the committee for a one year term. The JLMSC is intended to be an ongoing Committee and is dedicated to continuous improvement of all Metro's safety programs, trainings, and other safety measures.

Further, the JLMSC will discuss, evaluate, and address all safety and security issues related to employee, patron, and contractor safety. All relevant safety/security data will be shared with all committee members so that they can engage in discussions to propose safety/security programs, policies, and protocols that are based on this data. If safety performance targets are not met, the JLMSC will assess ongoing risks and propose reasonable mitigations using set aside funding as directed by the Accountable Executive. Historically, the JLMSC has successfully coordinated and communicated with the Board of Directors and the Accountable Executive by having this PTASP approved, and will continue to do so on other matters through Board Reports and Board Boxes as appropriate.

While either party (Management or Labor) may bring a safety/security topic to the JLMSC, the JLMSC is not authorized nor will it engage in any collective bargaining, grievance processing, or meet and confer activities.

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**Safety Certification Review Team (SCRT)** - The SCRT is a multi-disciplinary team that is formed for each Major Rail Capital Project or Line Extension. Its purpose is to review project compliance to the Safety Certification program, in compliance with CPUC General Order 164 Series. The objective of the SCRT is to provide guidance and oversight to the safety certification program so that the project can be opened without any hazard to passengers and employees. Members are selected to serve on an as-needed basis from various operating departments, the Designer, Construction Contractor, or specialty consultants. Typical activities include review of in-progress verification checklists, field inspections, or other document reviews. A representative from the Corporate Safety Department or designee chairs this Team.

**System Modification Review Committee (SMRC)** - The purpose of this committee is to review and comment on any proposed changes or modifications to the Metro Rail Operating System(s)/Facilities prior to implementation, and to evaluate whether any new hazards are posed by the proposed modifications. The proposed modifications are submitted to the Program Control department. This department then distributes the proposed changes to the SMRC for review and comments via email. Meetings are held only if any comments cannot be resolved via the email process.



## Subpart D - Safety Management Systems (SMS)

As outlined in the introduction section of this PTASP, the SMS components lay the foundation of Metro's Safety Culture. The processes identified in the four SMS components below lead Metro to a safer more reliable system allowing for teamwork, vigilance, and accountability to permeate all facets of the organization.

### §673.23 SAFETY MANAGEMENT POLICY

Metro's Safety Management Policy is the organization's commitment to safety, which defines our objectives, accountabilities, and responsibilities of our employees regarding safety.

#### §673.23(a) WRITTEN STATEMENT OF POLICY

With respect to the organizational accountabilities and responsibilities, please refer to Metro's Safety Management Policy Statement at the beginning of this document.

#### §673.23(b) PROCESS FOR REPORTING UNSAFE CONDITIONS/NEAR -MISS INCIDENTS

Metro has established a process for employees to report hazards, unsafe conditions and near-miss occurrences to management as described in §673.25 *Safety Risk Management* of this document. Training on the SAFE-7 system can be accessed through the following link: [SAFE-7](#)

Metro's hazard reporting process (SAFE-7) affords employees protection from reprisal\* by providing an opportunity to submit hazards/near-miss occurrences transparently or anonymously. Furthermore, as mentioned in Metro's Safety management policy, "All employees have an obligation to report hazards, and near-miss occurrences to their department management".

\*Near-Miss occurrences that are captured through Metro's reporting systems, such as SCADA, SMART DRIVE, and Supervisor Observation are not subject to protection from reprisal, if they are deemed to be egregious or violate a major rule as defined by the collective bargaining agreement.

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## §673.23(c) SAFETY MANAGEMENT POLICY COMMUNICATION

Metro's Safety Policy will be distributed to Metro personnel using various methods, such as, email and/or sign-for documentation. This policy will be posted at all divisions, and will be incorporated into the New Hire Orientation process during the On-Boarding Presentation.

## §673.23(d) AUTHORITIES, ACCOUNTABILITIES, AND RESPONSIBILITIES

The central approach used in achieving PTASP goals and objectives involves having all Metro personnel being responsible for safety and taking into consideration the safety implications of their decisions. It uses a proactive approach that stresses looking at systems, and proposed modifications to these systems from a safety perspective before losses occur. The PTASP also requires that employees look at how their actions may affect the safety of other interrelated systems.

All Metro personnel have general safety-related tasks under the PTASP. These include the following:

The Chief Executive Officer, who is the Accountable Executive, has the following Authorities, Accountabilities, and Responsibilities under this plan:

- Control and Direction over human and capital resources needed to develop and maintain both the PTASP, in accordance with 49 USC 5329 (d), and the TAM Plan in accordance with 49 U.S.C. 5326
- Designate a CSO in accordance with 49 CFR 673.23(d)(2)
- Ensure that Metro's SMS is effectively implemented throughout Metro's public transportation system
- Ensuring action is taken to address substandard performance in Metro's SMS
- Metro's Safety Performance
- Ultimate responsibility for carrying out Metro's PTASP
- Carry out Metro's TAM Plan
- Establishment and implementation of the PTASP

The CSO reports directly to the CEO. The CSO has the following Authorities, Accountabilities and Responsibilities under this plan:

- Day-to-day Implementation and Operation of Metro's SMS
- Ensure action is taken to address substandard performance in Metro's SMS
- Advise Accountable Executive on SMS progress/status
- Ensure Metro policies are consistent with PTASP Goals and Objectives

The CSO does not have any responsibilities for Operations and Maintenance functions at Metro.

Metro Leadership and Executive Management\* has the following Authorities, Accountabilities and Responsibilities under this plan:

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

- Implementation and Operation of the Metro's SMS as it applies to their respective business unit
- Allocate resources within respective business units to accomplish Goals and Objectives of PTASP
- Accountable for business unit oversight, day-to-day operations and maintaining compliance with the PTASP
- Modify policies consistent with implementation of the PTASP and other Statutory regulations

\*These are staff who have a direct reporting relationship to the Chief Executive Officer (Accountable Executive).

Key Staff\*\* has the following Authorities, Accountabilities and Responsibilities:

- Accountable for maintaining the infrastructure or program within their area of responsibility
- Accountable for compliance with the Programs and Processes identified within the PTASP
- Support development, implementation and operation of SMS within Metro's PTASP
- Maintain Documents that support the implementation of the PTASP
- Review and investigate SAFE 7 reports and implement corrective actions, as appropriate, in a timely manner
- Investigate employee injuries and document findings of investigations in Metro's reporting system
- Verify PTASP compliance and report deviations to the Corporate Safety Department

\*\*Key Staff are people who directly oversee a division, facility, craft, and all staff in the organizational structure up to but not including Executive Management.

Additional departmental roles and responsibilities are outlined in Appendix E.

## §673.25 SAFETY RISK MANAGEMENT

Safety Risk Management is a cornerstone to SMS. During this process Metro identifies, evaluates, and devises means to eliminate, mitigate the risk of, or accept hazards. Not all hazards can be eliminated given the resources at hand. Metro's goal with Safety Risk Management is to mitigate the risk of hazards to a level as low as reasonably practicable - to a level where the cost involved in reducing the risk further would be grossly disproportionate to the benefit gained. The processes outlined in this section describe Metro's approach for identifying hazards, reporting them, investigating them, evaluating them, and finally mitigating the risk from them.

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## §673.25(a) SAFETY RISK MANAGEMENT PROCESS

This process involves identifying, reporting, investigating, evaluating, and mitigating risk of work place hazards and near-miss incidents through various means. Once identified and reported, the hazard's risk is evaluated, corrected or mitigated by implementing design changes, installing safety devices, installing warning devices/signage, or changing work practices/work procedures to provide a level of safety that is practical with the available resources of the agency.

## §673.25 (b) SAFETY HAZARD/NEAR-MISS INCIDENT IDENTIFICATION, REPORTING, AND INVESTIGATION

Hazards may be identified by the following sources or methods:

1. As a result of occupational injury or illness investigations
2. As a result of accident investigations
3. By observing the working environment and any changes in the workplace. (e.g. FOF)
4. As a result of routine and non-routine Inspections
5. From Hazard/Near-Miss Incident Reporting by Employees
6. As a result of Lessons Learned
7. From Internal and External Audits/Reviews
8. Provided by the CPUC/FTA in their inspection reports (§673.25(b)(2))

Metro has adopted an electronic Hazard/Near-Miss Incident Reporting System called SAFE-7 that is available to all Metro employees. Any employee, without fear of reprisal, can use the SAFE-7 system to report a Hazard/Near-Miss Incident and can submit reports transparently or anonymously if they choose to do so. However, near-miss incidents or rule violations that are captured through Metro's reporting system such as SCADA, videos, SMART DRIVE, and Supervisors Observation are not subject to protection from reprisal, and may result in disciplinary action in accordance with the Collective Bargaining Agreements. All hazards/near-miss incidents identified by employees must be reported through the SAFE-7 system. This consistent process is necessary to properly record, track, and trend hazards and it also allows management to provide a response back to the employee who submitted the Hazard/Near-Miss Incident. Hazards and findings identified by CPUC and other external agencies are tracked separately.

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## **Imminent Safety Hazards**

For serious hazards that are immediately dangerous to life and health (IDLH), employees shall take immediate action to mitigate the risk of the hazard.

Documentation of the hazard within SAFE-7 can follow after such immediate action is taken.

If the hazard cannot be immediately abated, all personnel are to be removed from the affected area until their health and safety can be assured. Corporate Safety and the affected department(s)/division(s) management shall be notified.

After a hazard(s) is entered into the SAFE-7 system, the responsible department head shall:

1. Conduct an investigation of the SAFE-7 report.
2. Document the results of the investigation in the SAFE-7 system within 30 days of notification. The documentation must include all supporting information as necessary (i.e. Photos, Measurements, etc.) to explain how the investigation was performed.
3. Provide a response back to the employee who submitted the SAFE-7 report or post it on the safety bulletin board if the report was submitted anonymously.
4. Approve the mitigation, monitor the mitigation to completion, close the incident in the SAFE-7 system, and post the summary of reported hazards/near misses (SAFE-15 logs).

The employee is responsible for checking the status of their reported hazard via their incident number which is provided to them once the hazard is reported, or if they submitted an anonymous report, by checking their respective Safety Bulletin Board, which is located at every Division, Facility or Location. If within 30 days the results of the investigation are not in the SAFE-7 system or have not been posted on their Safety Bulletin board, the employee may submit their SAFE-7 report to Corporate Safety, Mail Stop 99-11-3 for follow up.

The Corporate Safety Department will report to the CPUC any specific hazards as identified in CPUC regulations.

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## §673.25(c) SAFETY RISK ASSESSMENT

The Corporate Safety Department will be responsible for assessing each safety hazard and assigning a priority level as listed below. See the Table below for the Hazard Management Matrix that is used for rating risk of identified hazards.

Consequences		Severity Level						
		Severity Level	1 Catastrophic	2 Critical	3 Marginal	4 Negligible	5 Inconsequential	
		Injury or Occupational Injury	Death	Fracture, Severe Bleeding, Paralysis, Brain Injury, Dismemberment	(Bruising, Abrasions, Sprains/Strains) Ambulance Transport	(Bruising, Abrasions, Sprains/Strains) First aid	No Injury	
		Property Damage	> \$10,000,000	> \$5,000,000 to \$10,000,000	> \$1,500,000 to \$5,000,000	< 1,500,000	No repair needed	
Probability	Probability Level	MTBE* in Days	Likelihood of event in life of a specific item	Probability [X] Severity				
	A Frequent	10 per month	Will occur frequently	A1 High	A2 High	A3 Serious	A4 Medium	A5 Low
	B Probable	10 per year	Will occur several times	B1 High	B2 High	B3 Serious	B4 Medium	B5 Low
	C Occasional	10 per 2 years	Likely to occur sometimes	C1 High	C2 Serious	C3 Medium	C4 Low	C5 Low
	D Remote	10 per 5 years	Unlikely but possible to occur	D1 Serious	D2 Medium	D3 Medium	D4 Low	D5 Low
	E Improbable	10 per 10 years	So unlikely, assumed occurrence may not be experienced	E1 Medium	E2 Medium	E3 Medium	E4 Low	E5 Low
	F Eliminate	N/A	Actions taken to remove the hazard/conflict	Eliminated				
Resolution Requirements								
High	Unacceptable			Correction required				
Serious	Undesirable			Correction may be required, decision by management				
Medium	Acceptable			With review and decision by Safety Specialist				
Low	Acceptable			Without review				
Eliminated	Acceptable			No action needed				

\*Mean Time Between Events - The likelihood that hazards will be experienced during the planned life expectancy of the system can be estimated in potential occurrences per unit of time, events, population, items or activity. The probability may be derived from research, analysis and evaluation of historical data available in the electronic SAFE-7 System since January 1, 2019.

The Corporate Safety Department may determine that even though a particular hazard does not meet one of the above priority ratings, it may warrant an assessment and mitigation.

Regardless of how the hazard was originally identified, the Local Safety Committees (LSC) maintain a log (SAFE-15) to track all hazard reports and to record the completion of corrective actions. All hazards will be reported and discussed at the monthly LSC meetings. The CPUC is invited to all Rail LSC meetings. Rail A1, A2, B1, B2 & C1 hazards will be reported to the CPUC within 2 hours of being assessed as such. The Corporate Safety Department will be responsible for notifying the CPUC of the aforementioned hazards .

Regarding Rail, in addition to reviewing hazards at the monthly LSC meetings, the following hazards will be discussed at the CPUC Quarterly Meetings: red signal violations, wrong side door openings, crossing gates not lowering on approach of

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

train, and signal failures resulting in false proceed indication.

## §673.25(d) SAFETY RISK MITIGATION

The department/division management to whom the SAFE-7 is reported will attempt to correct all hazards identified. For those hazards that cannot be rectified in a reasonable and timely manner, (depending on the nature of the hazard, and whether the resolution is within Metro's control), management will establish a target completion date. The department/division management will analyze the hazards, including near-miss incidents, and develop recommendations for elimination or risk mitigation of the hazard. Interim measures to mitigate the risk of the hazard should be implemented until the final corrective action is completed. Recommendations may include modification of equipment or facilities design, changes to maintenance schedules or practices, revision of operating rules/procedures, employee training, relocation of bus stop locations, modifications to rail stations, installation of traffic control devices or traffic signs, and markings, etc. Although other Metro departments or external agencies may have the responsibility to implement corrective actions, the department head who received the SAFE-7 report is ultimately responsible for follow up activities and making sure the corrective action is completed. If another department is responsible for the implementation of the mitigation, department management shall include the name of the person and entity responsible (i.e. Metro Department, City, LADOT, etc.) for taking corrective action with a target date of implementation.

Once the hazard has been corrected or risk has been mitigated, division management is responsible for documenting the resolution within SAFE-7. If the risk from the unsafe condition is not or cannot be mitigated, a reason should be provided within the SAFE-7 system. If a proposed solution requires funding that cannot be implemented by division management, it shall be elevated to the Joint Labor Management Safety Committee (JLMSC). Corporate Safety staff monitors the closure of hazards/near-miss incidents reported in the SAFE-7 system.

### **Proactive Risk Mitigation through Procurement**

Metro's Procurement process ensures that materials and services obtained by Metro do not degrade the safety of the transit system. This involves including safety requirements in contracts and obtaining Safety Data Sheets (SDS). The SDS Program has established specific procedures for the acquisition and dissemination of information regarding hazardous materials. Approved SDS information can be accessed via Metro desktop computers at all Metro Divisions via the SDS database. Materials are evaluated by the Corporate Safety Department for safety implications prior to purchase and/or use. When new materials/chemicals are delivered, the inventory control department verifies via Metro's enterprise asset management software system, that the item delivered has been previously approved. The

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Operations and Maintenance Departments must meet applicable state, federal, and local regulations for the proper labeling, storage, handling, and disposal of hazardous materials including documentation and record keeping requirements.

The procurement of parts must follow established procedures. Parts may not be substituted without prior authorization of a manager within the department and only if the substitution will not adversely affect the safety of any system.

Functions of the Procurement/Vendor Contract Management Department include:

- Ensure procurement process complies with established procedures for evaluating materials and products for use by Metro
- Ensure that products purchased meet SDS requirements, copies of SDS are delivered with all materials and that materials undergo an evaluation before purchase by the Industrial Hygiene and Environmental Safety Section is performed
- Develop, maintain, and utilize a list of hazardous materials and equipment; Procurement enforces restrictions and other procurement procedures
- Adhere to safety procedures as defined by Corporate Safety related to hazardous substance acquisition, handling, labeling, storage, disposal, and record keeping. Ensure that SDS requirements are met and copies maintained for all materials and that the materials undergo an evaluation by the Industrial Hygiene and Environmental Safety Section prior to use
- Ensure that contractors meet requirements related to the safety of Metro employees, property and the public

## **Proactive Risk Management through Asset Management Condition Assessment**

Metro's Enterprise Transit Asset Management Department conducts condition assessments of some of Metro's assets consistent with TAM Rule 49 CFR Part 625. The results of the condition assessments performed for TAM purposes are shared with various Metro stakeholder departments such as Operations and Corporate Safety. Metro's TAM plan includes a process for reviewing funding needs in the Long Range Plan and capital project proposals against the prioritized asset inventory which serves as a decision support tool. Department heads will be responsible for prioritizing and addressing the safety issues as identified in the condition assessment reports. The implementation of remediation measures will be tracked and reviewed in the Maintenance and Engineering Senior Staff meetings. Based on the condition assessment reports that are provided to internal stakeholders, Operations uses these reports to inform and make prioritization decisions of assets that need to be replaced.

## **Risk Mitigation through Health and Regulatory Authorities**



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In evaluating measures to control the risk for various hazards, Metro will follow the guidelines and guidance of Federal, State, and Local public health authorities and oversight agencies, such as the FTA and the CPUC.

## **Infectious Diseases Exposure Control Plan**

Metro Corporate Safety, in collaboration with the Chief People Office (CPO), Emergency Preparedness and other departments, has developed the Metro Public Health/Pandemic Plan for Infectious/Communicable Diseases to prepare the agency for dealing with the effects of a health pandemic, communicable and other reportable diseases. The plan is consistent with the requirements and guidance of the Centers for Disease Control and Prevention, Los Angeles County Department of Public Health, and California Occupational Safety and Health Administration (OSHA).

Each department has the responsibility to follow, as outlined, this Public Health Plan. The Plan is consistent with Metro's policy to provide a safe and healthy working environment for employees and a safe transit system for the public.

For additional information, employees can retrieve Metro's Public Health/Pandemic Plan for Infectious/Communicable Diseases on RSAM's Website via the Intranet.

## §673.27 SAFETY ASSURANCE

Metro ensures that Safety Assurance is maintained through efforts in three core areas:

1. Safety Performance Monitoring and Measurement
2. Management of Change
3. Continuous Improvement

This section outlines the means and methods that Metro uses to ensure Safety Assurance in each core area.

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## §673.27 (b) SAFETY PERFORMANCE MONITORING AND MEASUREMENT

Metro has several programs to monitor its bus and rail systems for safety and regulatory compliance. These programs include the following:

### **RAIL MODE**

#### **FIELD OBSERVATION AND FEEDBACK (FOF)**

The FOF is a behavior-based safety process that creates a safety partnership between management and employees/contractors that focuses on evaluating employees performing tasks and their actions. Moreover, the FOF process is the means for management to monitor and document the safety performance of personnel working in their work environment.

An FOF session must include a "safety contact(s)." A safety contact is an observation of a safe or unsafe act or behavior of an employee followed by dialogue addressing the situation. Observations focus on constructively and positively reinforcing safe acts, gaining employee commitment to stop unsafe acts and encouraging two-way communication about safety-related concerns. Life threatening and unsafe behaviors observed are addressed and acted on immediately.

With respect to Wayside Maintenance Employees, Supervisors are responsible for verifying compliance with established rules and procedures.

#### **EFFICIENCY TESTING/ PERFORMANCE EVALUATIONS**

The head of the Rail Transportation Instruction department is responsible for developing the Rule Book, managing changes to the Rule Book and overseeing efficiency testing to determine the knowledge and application of operating rules and procedures. Rules and procedures that affect safety are contained in the Metro Rail Book of Operating Rules and Procedures. Compliance with these rules and procedures is routinely checked as part of line rides and performance evaluations.

Each month, the Rail Transportation Instruction (RTI) staff issues 2 rules compliance tests, based on the rulebook, that must be completed by Division Management. The tests evaluate operators' knowledge and conformance with the selected rules. A minimum of 20 operators per line, per month are randomly selected by Supervisors on the AM and PM shift (10 per shift) to evaluate compliance with the rules.

#### **VIDEO BASED ENFORCEMENT AND MONITORING PROGRAM**

Metro has installed a video-based monitoring system in the operating cabs of each rail

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

car. Metro uses this video-based system to supplement the random monitoring and enforcement of its operating rules, including rules and policies governing the use of electronic devices. Operations staff utilizes the video-based system to download and observe 10% of the operators on each line per quarter to determine compliance with the CPUC General Order 172 series, and includes, as part of the 10%, incidents involving the following:

- a derailment
- a collision
- a complaint or observation of an alleged violation of the GO 172 series

Records of the observations from this video-based program are maintained for a period of three (3) years. Video recordings only for instances of any violation of rules/policies and the above described three instances are maintained. These videos are made available to the CPUC staff upon request but are maintained until the last appeal of any litigation or disciplinary action is complete.

## FACILITY INSPECTIONS

A safety inspection program is essential in order to reduce unsafe conditions that may expose staff, and visitors to incidents that could result in injury, illness and exposure or property/capital asset damage. It is the responsibility of each organizational level, down to the lowest applicable cost center, to ensure that appropriate, systematic safety inspections are conducted periodically.

Periodic safety inspections will be conducted at each operating facility by department management/division trained personnel to identify (which may include survey/polling) and document unsafe conditions, work rules or work practices inconsistent with Federal, State and Local government agencies.

Rail Communications and Facilities Maintenance performs inspections of the public rail facilities, such as rail stations, in accordance with their respective departments' maintenance plan.

In addition to public facility inspections, Division/Location Facility Inspections are conducted at each rail division on a monthly basis for both Transportation and Maintenance Departments utilizing the facility inspection checklist for their respective department type.

Each department's Facilities Inspection responsibilities include:

- Utilize checklists to periodically inspect work areas for unsafe and unhealthy conditions and report and correct conditions as appropriate

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

- Maintain inspection documentation records
- Track and take appropriate corrective action(s)
- Report unsafe conditions and failures, both physical and operational, to appropriate organizational units so the condition can be corrected and/or operational changes can be made
- Submit hazards and proposed system modifications resulting from inspections to the appropriate committees

## INTERNAL SAFETY REVIEW

The PTASP Internal Safety Review (ISR) provides a comprehensive method of measuring effectiveness of the PTASP in achieving its objectives.

Under requirements of the CPUC GO 164 series, this review ensures that the state required elements of the PTASP are reviewed in an on-going manner and completed over a three-year cycle. The ISR is conducted on an annual basis and a schedule of the reviews is submitted to the CPUC staff prior to the start of such reviews, allowing for CPUC staff participation. A list of items to be reviewed is developed at least a month in advance. This review includes checklists that address both quantitative and qualitative aspects of performance.

Each department is responsible for PTASP compliance and for reporting deviations to the Safety department, which has overall verification responsibility. The ISR process will provide a means of documenting whether organizational units are fulfilling their PTASP responsibilities.

The Corporate Safety Department is responsible for establishing a review team and for conducting the ISR. Reviewers who conduct the reviews are independent from the first line of supervision responsible for the activity being reviewed.

## Review Reporting

The Corporate Safety Department submits the ISR Report directly to the Chief Executive Officer (CEO) for review. This report includes an evaluation of the adequacy and effectiveness of the PTASP with findings, conclusions, and any necessary recommendations/corrective actions. After the CEO reviews the report, it is submitted to the CPUC for approval and then to the responsible departments for implementation, if applicable, of the corrective action plans described in the report.

## Follow-Up/Action Plans

Departments and other organizational units are responsible for implementing their respective approved recommendations and action plans. Any department or other organizational unit that foresees or encounters a problem in completing

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implementation within the established time frame shall inform the Corporate Safety Department head.

## LINE RIDES

Line rides provide an opportunity for one-on-one interaction between the Operator and Instruction staff. Line rides allow for firsthand observation of an Operator's habits and result in immediate verbal and written feedback. The purpose is to uncover and point out unsafe practices, as well as to give positive reinforcement for safe operating practices. Line rides can occur as a reactive measure (post-accident rides or rides initiated in response to customer complaints or documented violations of safety rules), or proactively, such as when the Operator is learning a new rail line or receiving other types of instruction.

## BUS MODE

### FIELD OBSERVATION AND FEEDBACK (FOF)

The FOF is a behavior-based safety process that creates a safety partnership between management and employees/contractors that focuses on evaluating employees performing tasks and their actions. Moreover, the FOF process is the means for management to monitor and document the safety performance of personnel working in their work environment.

An FOF session must include a "safety contact(s)." A safety contact is an observation of a safe or unsafe act or behavior of an employee followed by dialogue addressing the situation. Observations focus on constructively and positively reinforcing safe acts, gaining employee commitment to stop unsafe acts and encouraging two-way communication about safety-related concerns. Life threatening and unsafe behaviors observed are addressed and acted on immediately.

### FACILITY INSPECTIONS

A safety inspection program is essential in order to reduce unsafe conditions that may expose staff, and visitors to incidents that could result in injury, illness and exposure or property /capital asset damage. It is the responsibility of each organizational level, down to the lowest applicable cost center, to ensure that appropriate, systematic safety inspections are conducted periodically.

Periodic Safety Inspections will be conducted at each operating facility by department management/division trained personnel to identify and document unsafe conditions, work rules or work practices inconsistent with Federal, State and Local government agencies.

Facility Inspections are conducted at each bus division on a monthly basis for both

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Transportation and Maintenance Departments.

## SMARTDRIVE VIDEO MONITORING

The SmartDrive is g-force based video monitoring utility. When an event on a bus reaches a threshold, the SmartDrive system records video footage. There are four types of events that are triggered and recorded by the SmartRecorder for use in the Measured Safety Program: Erratic, Shock, Speeding, and Manual. Erratic Events are characterized as Moving Events.

They are triggered by sustained forces from multiple directions (front/back, left/right, and up/down) over relatively long periods of time (typically between 0.25 and 1.5 seconds) as measured by an accelerometer in the SmartRecorder. Erratic Events capture risky driving maneuvers such as hard braking, acceleration, turning, swerving, speed bumps, dips in the road, etc. Shock Events are also characterized as Moving Events. They are triggered by sudden changes in force in any direction as measured by an accelerometer in the SmartRecorder. Shock Events have a higher likelihood of recording Collisions, but they can also be triggered by other actions that involve sudden changes in forces such as when a vehicle hits a pothole or a bump at high speed.

Speeding Events are characterized as Moving Events. They are triggered when the vehicle speed exceeds a specified threshold. For example, if the threshold is set for 70 mph, then the SmartRecorder will record a Speeding Event when the vehicle speed exceeds 70 mph. To balance the number of Speeding Events that may be recorded at any given time, the SmartRecorder will only record one Speeding Event within a 30-minute timeframe.

Unlike the other three event types, Manual Events are not Moving Events. They are triggered when the driver or other occupant of the vehicle presses the manual trigger button on the SmartRecorder or on the keypad. Manual Events enable Operators to record Videos which contain actions of interest that are not necessarily related to risky driving.

Operations Staff reviews SmartDrive events daily to ensure timely coaching, retraining or discipline for unsafe acts. Coachable events are placed in the Coaching Queue. Additionally, Supervisors review manually-triggered events when Operators submit written notification. Coachable events belonging to the Maintenance Department are brought to the attention of the Maintenance Manager for coaching, retraining, and/or discipline.

## LINE RIDES

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Line rides provide an opportunity for one-on-one interaction between the Operator and Instruction staff. Line rides allow for firsthand observation of an Operator's driving habits and result in immediate verbal and written feedback. The aim is to uncover and point out unsafe practices, as well as to give positive reinforcement of safe driving practices. Line rides can occur as a reactive measure (post-accident rides or rides initiated in response to customer complaints or documented violations of safety rules), or proactively, such as when the Operator is learning a new bus line or receiving other types of instruction.

## §673.27(b)(2) SAFETY RISK MITIGATION MONITORING PROCESS

Metro monitors its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended. Metro also reviews pre-mitigation and post-mitigation trend data captured in various Metro electronic systems to determine the effectiveness of the safety interventions.

As part of Metro's risk reduction program, it has implemented several initiatives, some of which are listed below, to improve safety by reducing the number of accidents, injuries, assaults and visibility impairments on buses.

For example, Metro has been tracking the effectiveness of the following projects:

- Ped-gate/swing-gate project (monitored through Blue Line Quarterly Report)
- Left turn gate project (monitored through Blue Line Quarterly Report)
- In-pavement street lights on Gold Line East Side Extension
- Bar signals interfaced with interlocking signals on the Gold Line
- Photo Enforcement for rail and bus on the Orange Line
- Bus turn alert system
- SmartDrive for bus and rail
- 2-section barriers to deter assaults on bus operators (Metro's entire bus fleet is equipped with barriers)
- Video cameras and closed-circuit video monitors on all busses that show passengers boarding and in the seating areas of the bus to deter bus operator assaults

Metro will continuously canvas and evaluate technologies regarding reducing visibility impairments for buses. New technological advances that have proven to be effective will be incorporated in future procurement specifications for the bus fleet.

To address visibility impairments on Metro's current buses, Metro has developed

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training and SOPs that address how best to avoid accidents, especially when making right- and left-hand turns.

Metro has also incorporated de-escalation training as part of its efforts to mitigate transit worker assaults. Furthermore, Metro's System Security and Law Enforcement Department conduct routine patrols and inspections to deter transit worker assaults.

Metro will also evaluate advancements in technology to address other system operational improvements and enhancements such as communication systems, CCTV systems, train control systems, etc.

## §673.27(b)(3) ACCIDENT NOTIFICATION, INVESTIGATION, AND REPORTING

Metro conducts investigations of accidents to identify causal factors through Accident Investigation Procedures (AIP). The AIP are outlined in Appendix F for the rail mode, and Appendix G for the bus mode. If there is a difference of opinion as to rail accident investigation findings, this will be resolved through CPUC established procedures as outlined in the "Rail Transit Safety Branch Program Standard - Procedures Manual State Safety and Security Oversight of Rail Fixed Guideway Systems."

### **RAIL MODE**

The Corporate Safety Department submits a Monthly Service Record, Accident, Hazard, and Corrective Action Summary Report (Form V) to the CPUC, within 30 calendar days after the last day of the month in which the accident occurred. Moreover, it also submits accident data to the Federal Transit Administration (FTA) via the National Transit Database (NTD).

### **BUS MODE**

The Corporate Safety Department submits monthly accident data to the FTA via the National Transit Database (NTD).

## §673.27(b)(4) INTERNAL SAFETY REPORTING PROGRAM MONITORING

Metro monitors information reported through Safety Data Acquisition and Analysis, its internal safety reporting program, SAFE-7, the drug and alcohol abuse program, as well as through various committees described below.

### *A. Safety Data Acquisition and Analysis*

This function involves collecting and analyzing incident data in order to identify trends, mitigate any associated hazards and prevent recurrence of incidents on the



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bus and rail system. For example, the Corporate Safety Department compiles the Summary of Metro Blue (A) Line Train/Vehicle and Train/Pedestrian Accidents - this quarterly report summarizes the contributing factors, direction of travel of the train, and the location where accidents have occurred on the A Line. The Corporate Safety Department also reviews the bus and rail accident statistics and determines the types of mitigating measures, if any, to be implemented. Often, incidents are the result of unsafe behaviors of third parties, which are beyond the control of Metro, and for which mitigations are not feasible. Based on the collection of data and analysis of the data, the Corporate Safety Department has, over a number of years, implemented several enhancements on its bus and rail system. Some of these enhancements include four quadrant gates, active train warning signs for motorists and pedestrians, photo enforcement system, in-pavement warning lights, left turn gates in street running, pedestrian gates/swing gates, bus operator barriers, bus monitors on buses, pilot programs of bus audible and visual alerts to mitigate bus/auto and bus/pedestrian collisions, on-board video based enforcement system (SmartDrive), and in-cab camera system. Safety data is exchanged with other transit systems and is provided to external agencies as required. Because of the significantly lower number of accidents on the Metro L Line, Metro E Line, Metro C Line and Metro B Line, with the latter two lines experiencing mostly suicide type accidents, no meaningful trend can be established; hence, similar quarterly reports as the one for the Metro A Line, are not helpful and, therefore, not developed. However, the Corporate Safety Department maintains a data base of accidents that occur on these lines and based on trends, implements enhancements as warranted.

Other data, such as assaults on transit workers, is also collected and analyzed to better determine law enforcement strategies to mitigate such incidents.

## *B. SAFE-7 Reporting*

As outlined in our Hazard/Near-Miss incident Reporting Process, SAFE-7 is Metro's repository for reporting operational safety issues. Refer to the Hazard/Near-Miss incident Reporting Process in §673.25(b) for more detailed information on how this element is achieved.

## *C. Drug and Alcohol Abuse Program*

The CPO administers Metro's policy titled Drug and Alcohol Free Work Environment. CPO ensures that the policy is compliant with applicable regulations, is updated periodically, and is disseminated to all employees. CPO also monitors training of newly hired safety-sensitive employees as well as trainings for supervisors and/or other company officials authorized to make reasonable suspicion determinations. CPO ensures that informational materials on the dangers of substance abuse and the Employee Assistance Program, designed to provide counseling, guidance, and

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information to help with many topics such as substance abuse, parenting, childcare, elder care, relationships, work-life balance, grief, crime victim or witness to crime, death and or other trauma, well-being, etc. is readily available to all Metro employees.

In addition, CPO staff takes the lead in training supervisors to fulfill their responsibilities as related to the policy. The guidelines, procedures, and programs set forth in this policy comply with all applicable state and federal regulations governing workplace anti-drug use and alcohol misuse in the transportation industry. These regulations include, but are not limited to, the following:

- Department of Transportation (DOT) 49 Code of Federal Regulations Part 40, as amended (Procedures for Transportation Workplace Drug Testing Programs)
- Federal Transit Administration (FTA) 49 Code of Federal Regulations Part 655 (Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations)
- 41 U.S.C. Section 701-707 (Federal Drug-Free Workplace Act of 1988)
- California Government Code Section 8350. et seq. (Drug-Free Workplace Act of 1990)
- California Public Utilities Commission (CPUC) General Order 143 Series

Some of the functions of the CPO include:

- Coordinate reasonable accommodations and leaves of absence.
- Ensure that successful candidates for positions are capable of safely performing the tasks of these positions on a repetitive basis
- Administer Metro's medical services coordination and Metro's drug and alcohol program/policy
- Oversee medical examinations and testing.

Each Metro Departments' role in supporting the Drug and Alcohol Program is to:

- Comply with procedures established by the CPO for testing and disciplining employees in accordance with Alcohol and Drug Free Work Environment Policy
- Deter and detect employees' use of illegal drugs and misuse of alcohol
- Discipline employees who violate the Policy, up to and including termination

## §673.27(c) MANAGEMENT OF CHANGE

Metro's Program Control, Vehicle Technology, and Rail Vehicle Engineering departments facilitate changes to rail and bus operations through the System Modification and Configuration Management Process.

### *System Modification*

Changes to Metro systems and subsystems must not be made without first

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determining how the change might affect the safety of the system, or of any other system. The proposed modification must be evaluated for its potential to create additional hazards or to reduce the effectiveness of existing hazard controls. Metro has implemented a procedure, Operations Configuration Change Control, found in the CF15 procedure that establishes a process to ensure notification and review of proposed changes.

Individual departments must submit proposed system changes involving facilities, equipment/software or other physical modifications to Program Control, Vehicle Technology, or Rail Vehicle Engineering in accordance with procedures established in CF15.

Each Metro Departments' role in this function is to:

- Incorporate safety into proposed modifications of Metro transit systems
- Meet the safety requirements established for all purchases of equipment and supplies including its proposed storage, transfer, use, record keeping, and disposal
- Submit proposed system modifications to the respective party for document control
- Carry out assigned system modification tasks
- Evaluate proposed system and subsystem modifications from a safety perspective

## *Configuration Management*

Configuration Management is a process which attempts to ensure that all changes to facilities, equipment, systems, design elements, etc., are updated to reflect the most current configuration, accurately and completely.

Program Control, Vehicle Technology, and Rail Vehicle Engineering is responsible for distributing proposed physical modifications to the appropriate Operations, Maintenance, Engineering, Safety department, and other necessary units for review and comments and for processing the approval of these configuration modifications. The appropriate Engineering department head is responsible for updating the as-built configuration drawings and notifying the Program Control Department when they are completed.

Functions of the Program Control, Vehicle Technology, and Rail Vehicle Engineering departments include:

- Maintain a computer database log of proposed changes.
- Submit the change proposal to the Operations, Maintenance, and Corporate Safety Department and others for review and comments. The Corporate Safety Department will review the proposed change to determine any

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negative safety impacts in accordance with the Safety Risk Management Process, described in §673.25(a).

- Coordinate resolution of all comments on the proposed changes
- Process change control documents
- Maintain Change Request/Order files; action items; general drawing and change status reports
- Provide updated drawings to affected Operations (field) Technical Libraries
- Respond to requests for latest drawing configuration, changes pending on drawings, and the status of each change in the system

## *Safety Certification Process*

The Safety Certification process verifies that safety-related requirements are incorporated into rail transit projects. The goal is to verify that safety standards are met or exceeded in the design, construction and start-up of these projects. This process also verifies that safety concerns and hazards are adequately addressed.

Projects may include new rail systems or extensions, the acquisition and integration of new vehicles and safety critical technologies into existing service or major safety critical redesign projects, excluding functionally and technologically similar replacements.

Metro certifies its rail transit projects to the CPUC. The CPUC requirements for safety certification are identified in General Order 164 Series, which Metro adheres to.

The Safety Certification Review Team (SCRT) is responsible for overseeing the activities of the Safety Certification Plan. The goals of the Safety Certification Program are to:

- Verify that acceptable safety levels are met or exceeded in all Metro rail transit projects
- Document the verification of safety standards
- Provide a consistent manner to certify projects

## *Bus Acceptance Process*

Metro's Bus Warranty Department manages the acceptance of all new buses. Through their acceptance program, buses are inspected and accepted into the Metro Bus Fleet based on established industry safety standards. The goal is to verify that safety standards are met or exceeded in the design before being introduced into revenue service.

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## *Rule/SOP Modification*

### Rail Mode:

The Rail Transportation Instruction (RTI) department is responsible for developing operating rules and Standard Operating Procedures (SOPs), and for managing the process of modifying rules and SOPs. Rules and procedures are reviewed periodically and when new rail lines or extensions are opened or when accidents or incidents indicate a possible rule modification or clarification is necessary.

Any rail employee may submit a request to his or her supervisor for a new or revised rule/procedure at any time. The supervisor or manager, in turn will forward the request to the RTI department. The RTI department will evaluate the proposal and distribute all the Rules/Standard Operating Procedures that need to be revised to the affected departments including the Corporate Safety Department for review and comments, before implementing the revisions.

URGENT REQUESTS FOR A NEW OR REVISED RULE/PROCEDURE - These may be sent by any employee to Rail Transportation Instruction, for immediate action. These may be sent verbally, with written documentation to follow. The above process may be bypassed to accommodate the urgency, to provide a temporary new or revised Rule/Procedure if approved by the department head of Rail Transportation. Changes to rail operating rules and procedures are submitted by the Corporate Safety Department to the CPUC in accordance with CPUC GO 143 Series.

### Bus Mode:

Operations Central Instruction (OCI) department is responsible for developing operating rules and Standard Operating Procedures (SOP's), and for managing the process of modifying rules and SOP's for Bus Operations. Any bus employee may submit a request to his or her supervisor for a new or revised rule/procedure at any time. The supervisor or manager, in turn will forward the request to OCI.

OCI will evaluate the proposal and distribute all the Rules/Standard Operating Procedures that need to be revised to the affected departments including the Corporate Safety Department for review and comments, before implementing the revisions.

Rules and procedures are reviewed periodically and when accidents or incidents

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indicate a possible rule or procedural deficiency. In addition, any employee can propose a rule or procedure modification.

Following the modification, the unit overseeing the process is responsible for disseminating rule and procedure modifications to appropriate parties.

Urgent changes are made by department heads having control over specific rules and procedures by means of bulletins, notices, or orders. The development of site-specific rules and procedures must be controlled. In addition, site specific rules and procedures must fulfill existing safety requirements; not create new hazards or reduce the effectiveness of existing safety controls; and not increase the risk to individuals, equipment, property, or the environment.

## §673.27(d) CONTINUOUS IMPROVEMENT

Metro has established multiple processes to assess its safety performance and facilitate continuous improvement. The programs include but are not limited to:

- a. Quarterly JLMSC meetings.
- b. Outside Auditing agencies (Systemwide) - Metro is audited by multiple outside agencies, including Federal, State, and contracted agencies which serve as a mechanism to implement enhancements for continuous improvement.
- c. Internal Safety Reviews - Corporate Safety Department conducts internal reviews of elements included in this PTASP to ensure that responsible departments follow safety expectations of this PTASP. When these reviews include recommendations, a corrective action plan is initiated and seen through to completion in accordance with GO 164 series.
- d. RAP Sessions-Are meetings between Division Management, and staff to discuss concerns that employees may be experiencing in the field, and in the work process. Employees can use their experiences and suggest solutions to issues that they encounter. Employees also get updates on Division activity that they may not normally receive in the performance of their usual duties.

Metro has various levels for continuous improvement, specifically in accordance with 49 CFR 673, the Internal Safety Review and CPUC's Triennial Audit may generate recommendations that are approved and directed by the Chief Executive Officer.

In addition to the above processes, Metro personnel can make suggestions to any Department or group where they may see an area of needed safety improvement.

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This may be coordinated through discussion with various department heads, at LSC meetings, etc.

Through the Continuous Improvement Processes described above, Metro is then able to develop and carry out a plan to address the identified safety deficiencies by:

- i. Prioritizing identified deficiencies
- ii. Creating Strategic Initiatives to overcome such deficiencies
- iii. Re-evaluating progress on our improvement measures through our SMS program.

If a safety recommendation made to improve a program, process, or safety deficiency is not implemented, the department(s) involved shall provide a written justification to the Corporate Safety Department.

## §673.29 SAFETY PROMOTION

The promotion of safety is accomplished through Metro's Safety Training program and other means of safety communication described below. Metro fosters active, open and ongoing communication through various outlets explained in this section. Employees can communicate to management about issues as they arise, and in turn, management has the opportunity to provide training, messaging, and use other communication tools to promote a safety culture. Through open dialogue, hazards can be identified, and understood so employees know what risks they may encounter, and what Metro is doing to eliminate or mitigate the risk.

### §673.29(a) SAFETY TRAINING PROGRAM

All Metro personnel directly connected with the operation of buses or trains will be required to undergo certification and re-certification training, as necessary.

Each Metro Departments' role in this function is to:

- Maintain each of their employees' training, certification, and recertification records.

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- Train department employees in elements of the PTASP and safety programs that have relevance to their positions.
- Document the training in accordance with their department's practices. This may be through electronic database, or through hard copy files.
- Develop programs to ensure training adequately communicates the specific hazards employees may be exposed to; implement appropriate hazard control methods; provide warnings and restrictions; develop safety rules and procedures; and practice emergency procedures including those related to response, communication, and evacuation. Employees must receive required training and/or certification/re certification as it pertains to their discipline.
- Distribute and display safety information, bulletins, notices, rule changes, posters, etc. in a manner that effectively communicates the information to employees.
- Monitor and document compliance with the training through FOFs or efficiency tests.

Employees, whose duties directly impact the safe operation of the system, will be formally trained and certified by successfully passing specialized training courses. Also, these employees must pass recertification on a regularly scheduled basis to retain their positions.

In addition to the safety programs mentioned in §673.29(b), Metro also offers a variety of security training programs including training to respond to incidents involving drug overdose and other emergency procedures such as cardiopulmonary resuscitation.

## **Rail Specific Safety Training:**

Safety Training is generally required for all persons working on the Metro Rail System. In certain cases, persons may conduct work on the Metro rail system without attending safety training, provided they are escorted by an individual who is currently certified in roadway worker protection training, consistent with GO 175 Series. SOP #55 Wayside Worker Protection outlines on-track protection requirements for Roadway Workers. The purpose of safety training is:

- To identify the rail system operating practices and standards
- To ensure safe operation of the rail system
- To ensure the safety of all persons working on or about the rail systems as well as the riding public.

Rail Transportation Instruction provides the training and refresher training required to employees, contractors, subcontractors, law enforcement and fire



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services personnel as identified in Appendix H. They maintain these documents in accordance with their department's practices.

Upon completion of safety training, employees are issued a picture identification badge. The badge is to be worn or be in the possession of persons at all times, while accessing Metro facilities or systems. Any person not wearing or having a badge, is subject to being escorted to a safe area.

All METRO Rail Departments' role in this function is to:

- Comply with rules/procedures and operating techniques to ensure safety requirements are met.
- Evaluate proposed rule and/or procedure changes from a safety perspective.
- Ensure that rules and procedures are developed, maintained and followed.
- Document results of compliance checks.
- Notify the appropriate department head whenever deviations from established procedures occur or are needed.

## Rail Vehicle Maintenance Training

Safety training records are maintained between the local Rail Vehicle Maintenance staffs work location and the Metro Training Tracking System. Topics include applicable OSHA training required based upon hazards that maintenance personnel may encounter. Examples of training include: Fall Protection Training, Bloodborne Pathogen, and Personal Protective Equipment.

## Rail Vehicle Maintenance Rules and Procedures

The two primary documents containing maintenance rules and procedures are the Maintenance Safety Handbook and the Rail Fleet Services Rulebook and Standard Operating Procedures. The Rail Fleet Services Instruction and Rail Vehicle Engineering units have approval authority over maintenance procedure manuals. In addition, Quality Assurance and Vehicle Acquisition issue Informational Memos as needed to inform organizational units of various equipment related issues and changes in procedures and work practices. The Maintenance Safety Handbook highlights the major safety topics and top safety work practices in rail vehicle maintenance.

## Safety Oversight Training

Consistent with 49 CFR 672, all Metro personnel directly responsible for safety oversight of Metro Rail Operations have completed training specified in Appendix A of 672 Public Transportation Safety Certification Training Program. Additionally, Metro's CSO will also complete this training within 3 years of onboarding with Metro.

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## **Bus Specific Safety Training:**

### Bus Transportation Rules and Procedures

The *Operator's Rulebook and Standard Operating Procedures* is re-evaluated as warranted. Bulletins, Operations Notices, and memoranda are also periodically reviewed. Urgent changes to Bus Operator rules/procedures can be made by OCI. A General Notice or Operations Notice is posted on division bulletin boards whenever there is a change to the Operator's Rulebook and Standard Operating Procedures. Operators are required to check the board for notices. If a major change is made, Operators receive additional training.

### Bus Maintenance Rules and Procedures

The two primary documents containing maintenance rules and procedures are the *Maintenance Guide Book* and the *Revenue Service Bus Maintenance Plan*.

The Maintenance Instruction unit has approval authority over maintenance procedure manuals. In addition, Quality Assurance and Vehicle Acquisition issue Informational Memos as needed to inform organizational units of various equipment related issues and changes in procedures and work practices. The *Maintenance Safety Handbook* highlights the major safety topics and top safety work practices in bus maintenance.

There are formal training programs for operators and employees involved in maintenance activities. These include training classes, training manuals, and lesson plans. Testing is conducted as necessary to ensure training effectiveness, and all safety training is documented.

Metro utilizes safety training programs as a means of informing employees about hazards associated with their jobs and the appropriate methods for controlling these hazards. The safety training efforts of Metro fall into three main types of training: 1) Initial, 2) Periodic, and 3) Retraining. Training mechanisms include classroom, written and video communications, computer-based training, field exercises, and drills.

### Bus Operator Training

OCI is responsible for training new Bus Operators in defensive driving, rules pertaining to safe vehicle operation, pre-trip and pre-pullout inspections, emergency procedures, and injury and illness prevention. This group also performs re-training following traffic accidents, occupational injuries, and as otherwise warranted. A list of required Bus personnel training can be found in Appendix I.

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## *Verification of Transit Training (VTT)*

Operators are required to receive 8 hours of training per year under the VTT Program. This training is conducted at the operating divisions by the Division Instruction staff and is described in the VTT manual maintained by OCI. During the license renewal year, each Operator must complete 8 hours of classroom training; in all other years the training may consist of a combination of classroom, hands-on, and behind-the-wheel training.

## Operator's Training Documentation

Training records are maintained at the Bus Operator's work location and follow the Operator whenever transferred to a new division.

## Bus Maintenance Training

Safety training records are maintained between the local Bus Maintenance staff's work location and Central Maintenance Facility (CMF). Topics include applicable OSHA training required based upon hazards that maintenance personnel may encounter. Examples of training may include, Fall Protection Training, Bloodborne Pathogen, and Personal Protective Equipment (PPE).

## Bus System Safety Orientation

Safety orientation is required for all persons, outside of Bus Operations, such as contractors and consultants. This orientation shall be conducted by Division Maintenance staff prior to the commencement of work. The purpose of safety training is:

- To identify the bus system practices and standards
- To ensure safe operation of the bus system
- To identify hazards and the procedures necessary to ensure the safety of all persons working on or about the bus systems

## §673.29(b) SAFETY COMMUNICATION

Metro believes in the importance of effective communication to build a more robust safety culture. Training is merely one example of communication. The following methods are the various ways in which Metro communicates safety and safety performance information with employees throughout Metro. In addition to regular safety messages, many of these communication methods convey information on hazards and safety risks relevant to employees' roles and responsibilities.

### Safety Communication Methods:

1. New Hire Orientation On-Boarding Safety Presentation - All new Metro employees undergo new hire orientation which includes a safety training

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presentation.

2. Safety Training - Bus and Rail Divisions conduct safety training for their employees based on the hazards that they will encounter while performing assigned tasks.
3. Toolbox Safety Talks - Employees are provided relevant safety topics talking about safety issues that may affect their job duties.
4. Craft Specific Training - Each department conducts training pertinent to the tasks that they will perform, such as, hi-rail operations for wayside workers, grade crossing maintenance procedures, customer service training.
5. Sign-For Documentation - When there is an update to rules or SOPs, bus and rail operators are given the information upon sign-in to review, and sign that they have received copies. In addition , when special notices, or memos are distributed, sign-for documentation aids in ensuring that all affected employees have received the communication.
6. Safety TVs - These TVs are located at all divisions. They typically have rolling messages, videos, or power point presentations that remind employees of various hazards they may encounter or special procedures they need to know in order to perform their duties.
7. Safety Banners - Each division has the ability to make safety unique to their environment. Many divisions have enlisted the use of safety banners to count the number of days without an accident, or injury that the division has accomplished. This particular safety communication can help with morale, especially when tied to a reward of some kind (i.e. BBQ for 180 days of no injuries).
8. Safety Bulletin Boards - Every bus and rail division has Safety bulletin boards. These boards will contain applicable safety regulations, safety policies, or key performance indicators information. These boards are typically in a conspicuous location where all employees frequent, such as a lunch or break room.
9. SAFE-7/SAFE-15 Process - The SAFE-7 process is outlined in 673.25 Safety Risk Management and is one of the main pillars of safety communication that employees have to identify hazards to management.
10. LSC Meetings - LSC give employees and division management a forum for exchanging information related to safety issues, programs, policies, and practices. Each Rail Division has formed a committee, with the manager of operations or maintenance chairing the effort.
11. RAP Sessions - Meetings between Division Management, and staff to discuss issues that employees are having in the field, and in the work process. Employees can use their experiences and suggest solutions to

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issues that they encounter. Employees also get updates on Division activity that they may not normally receive in the performance of their usual duties.

## Safety Requirements:

Employees are Metro's number one asset. Making safety Metro's first concern will positively affect employees' health and well-being, our working and home lives, our efficiency and ability to get the job done and the quality of our service. The Corporate Safety Department is responsible for compliance with CPUC and OSHA requirements. OSHA requires developing and implementing health and safety programs to comply with federal, state, and local regulatory requirements (e.g., California Code of Regulations). The following are some examples of programs designed to anticipate, recognize, evaluate and control hazards in the workplace and the environment that affect the health and safety of employees:

- Asbestos Management
- Blood borne Pathogens
- Confined Spaces
- Hazard Communication
- Ergonomics
- Lead Management
- Hearing Conservation
- Respiratory Protection
- Personal Protective Equipment (PPE)
- High Voltage Awareness
- \*Compressed Natural Gas (CNG)
- \*System-wide Hazardous Materials Emergency Response

\*Not covered under OSHA Title 8 Employee Safety regulations.

## *Hazardous Materials Program*

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All Metro activities must comply with applicable federal (Title 3, Section 313), state, and local environmental protection laws. Procedures have been established in order to control hazards associated with procurement, storage, transfer, use, and disposal of hazardous substances. Methods used in this process include product and substance evaluations, procurement procedures, monitoring, testing, inspections, and training. These procedures also address record keeping and reporting requirements. Hazardous Material Business plans are developed for each facility and must comply with Code of Federal Regulations Title 40, Part 372.

The Corporate Safety Department develops and implements the Occupational Environmental Health & Safety (OEHS) Plans & Programs. In particular, they assure that the program complies with federal, state, and local regulatory requirements. The Hazard Communication Program (one of the Occupational Environmental Health & Safety Plans and Programs) has been designed to help maintain a healthy work environment by increasing employee awareness of workplace chemicals and their potential health effects, safe work practices and emergency procedures. This program affects all departments that buy, store, handle and/or use hazardous substances.

The Corporate Safety Department has the following role:

- Advise all departments within Metro, on a need to know basis, of all mandated environmental and safety rules and regulations as they pertain to operations.
- Conduct Hazard Communication Program training classes. All employees who work with chemicals are required to attend this training class.

The Quality Assurance Department has the following role:

- Monitor the collection and disposal of used oils, waste antifreeze, waste fuel, and waste water clarifier sludge to affect safe handling and minimize employee exposure to potentially hazardous and toxic by-products in the waste streams.
- Hazardous waste disposal
- Universal waste disposal

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- Perform monthly environmental compliance review with the Hazardous Material coordinators of each facility.

## *Track Allocation/Work Permit Process*

Prior to performing work on Metro's right-of-way, all contractor companies are required to attend the Track Allocation meeting, where approval for the work proposed to be conducted must be attained. Track Allocation determines if the work the contractor or employee proposes to perform necessitates any restrictions, and/or flagging, and/or reduced train speed. Regardless of whether the work is to be performed during revenue or non-revenue hours, all contractors or employees must follow the requirements of the Track Allocation Procedures administered by Rail Operations.

## *CPUC Safety Requirements*

In addition to the above safety requirements, Metro rail employees are governed by various CPUC General Order requirements. The safety elements that are part of this PTASP are found in Appendix J.

Each Metro Departments' role in this function is to:

- Ensure that employees know and follow safety requirements
- Meet the safety requirements established in Rules and Procedures
- Distribute and display safety information, bulletins, notices, rule changes, posters, etc. in a manner that effectively communicates the information to employees
- Report any individuals who appear to be working unsafely along the right of way to the Rail Operations Control (ROC) Center

## *Corrective Action Plans*

Metro complies with GO 164 series with regard to Corrective Action Plans (CAPs). The Corporate Safety Department is responsible for monitoring the completion of CAPs that are identified and providing appropriate updates to CPUC Staff in regards to status of and closure of each CAP.

CAPs may be developed as a result of:

1. Accident investigations as outlined in Appendix F

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2. Recommendations contained in CPUC triennial review reports
3. Recommendations identified in Metro's own Internal Safety Review
4. CPUC inspection findings identified through CPUC inspection reports
5. Hazards identified by Metro through the Risk Management Process, when appropriate

In the event an emergency corrective action is required to ensure immediate safety, Metro may initiate the corrective action prior to receiving CAP approval from CPUC staff.

## *Rail Contractors*

To help support the execution of this PTASP and the principles of SMS, contractors who work in Metro Rail Facilities and/or Operational Right-of-Way are provided a copy of the Safety Management Policy Statement for distribution to their employees.

Rail Contractors must notify their Metro-Employee escort of any hazards they identify prior to or during their work assignment. If the contractor(s) are not being escorted, they must inform a Metro Supervisor or Metro contractor liaison who will follow the Safety Risk Management Process outlined in §673.25. This process is communicated through training discussed in §673.29(a) Safety Training program.

Additionally, Metro Rail contractors working on the Right-of-Way without an escort provide FOFs in the form of Efficiency and Compliance (E&C) on their employees as prescribed in their respective contracts.

## *Bus Contractors*

Metro requires Bus contractors providing bus operations service to the public and maintenance on the buses to create their own Agency Safety Plan in accordance with 49 CFR 673. Metro contract management staff, in coordination with Bus Corporate Safety Department staff, will review compliance with each contractor on a triennial basis.

## *Zero Tolerance Policy*



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Metro's Zero Tolerance policy for electronic devices is referenced in Metro's OPS-1 policy.

## *Other Regulatory References*

Appendix K and Appendix L outline rule 49 CFR 673 and the National Public Transportation Safety Plan

## Subpart E- Safety Plan Documentation and Recordkeeping

### §673.31 SAFETY PLAN DOCUMENTATION

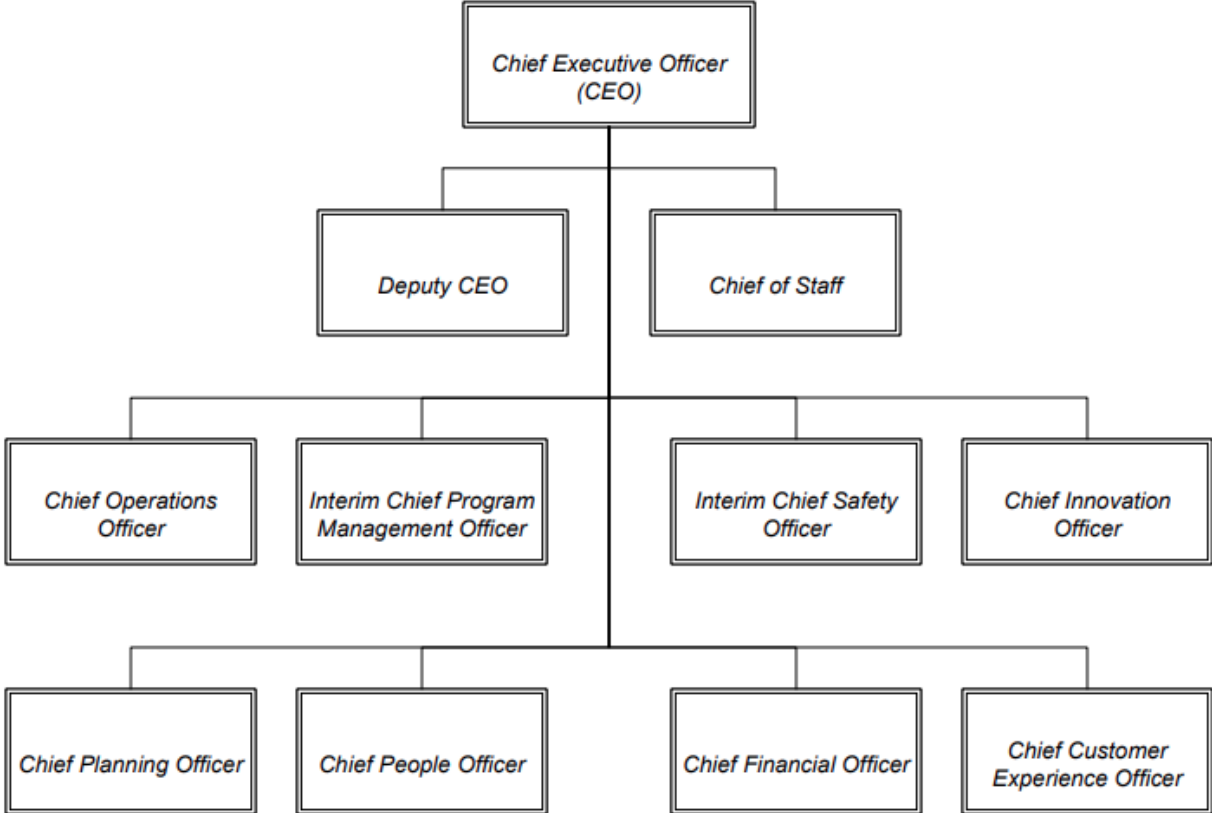
Metro will maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures used to carry out this PTASP for a minimum of three years or as required by CPUC or other State regulations. Compliance with the retention requirements is ensured through Metro's ISR Process.

PTASP documents will be made available upon request to the FTA or other Federal entity, or a State Safety Oversight Agency (SSOA) having jurisdiction. The Corporate Safety Department will be the primary point of contact when providing PTASP related information to external agencies.

## Appendices

Appendix A: Metro Organization Chart

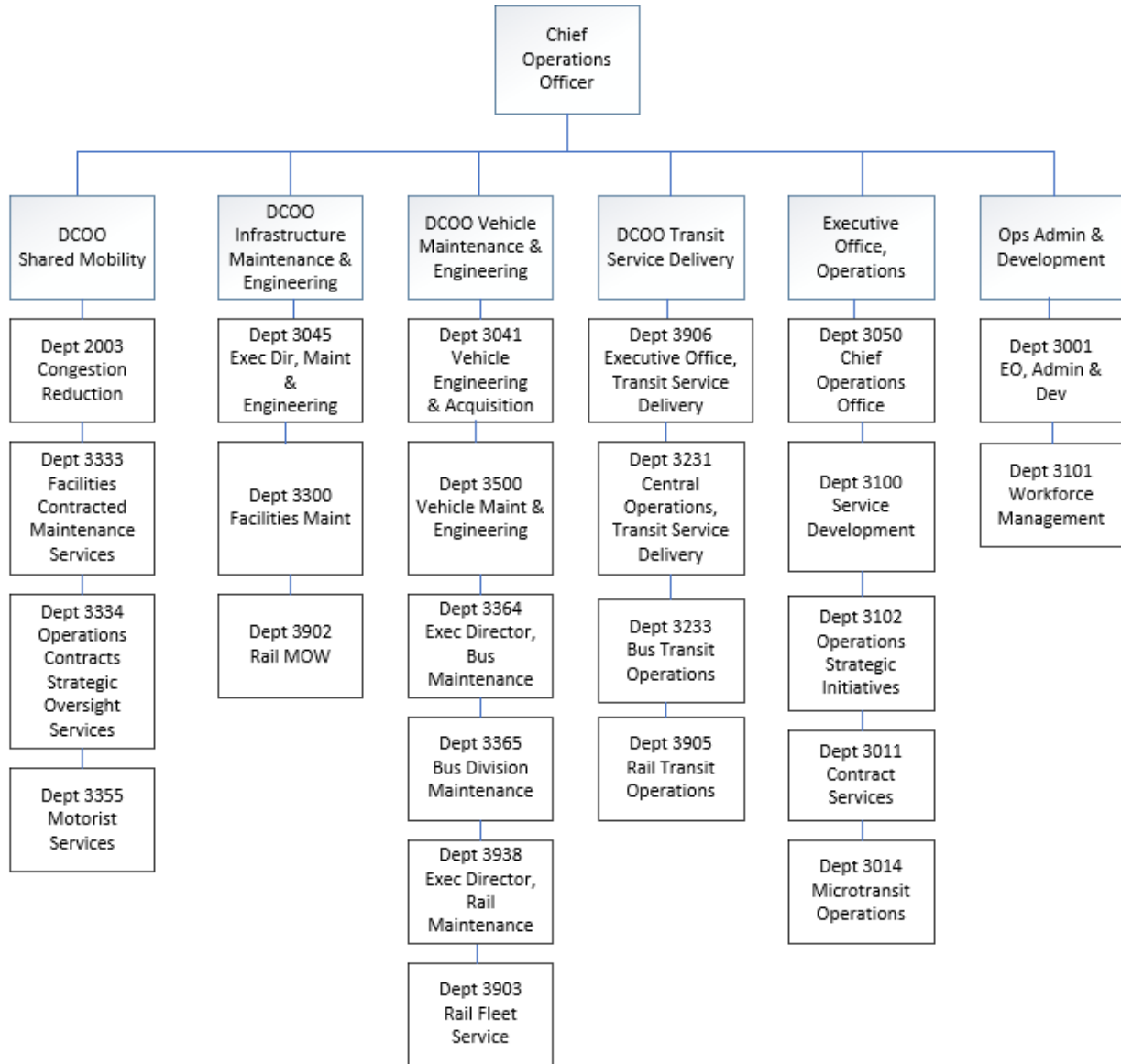
# CEO Overview



Appendix B: Operations and Maintenance Organization Chart  
: Chief Safety Office Organization Chart  
: Corporate Safety Organization Chart

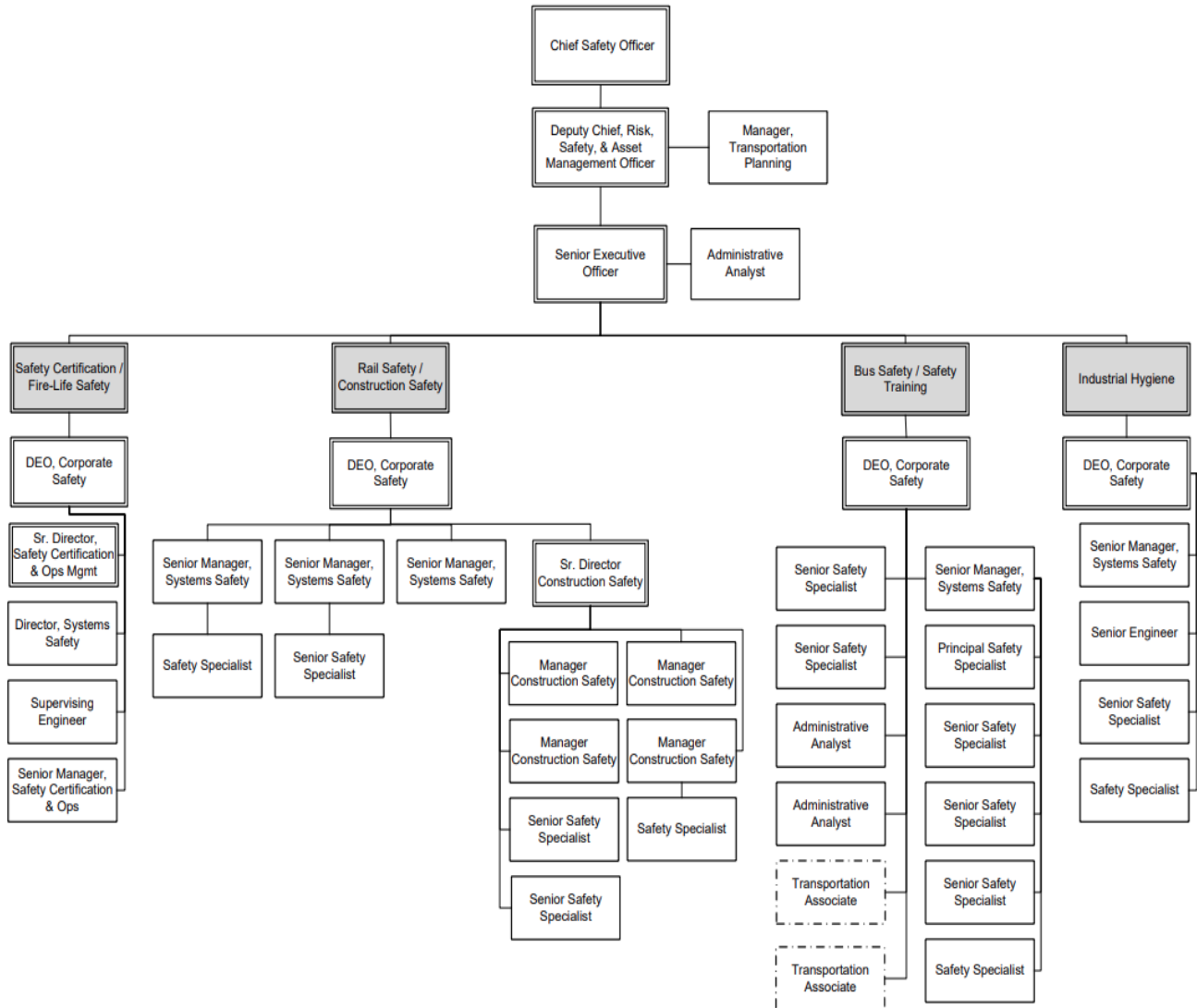
# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## Operations



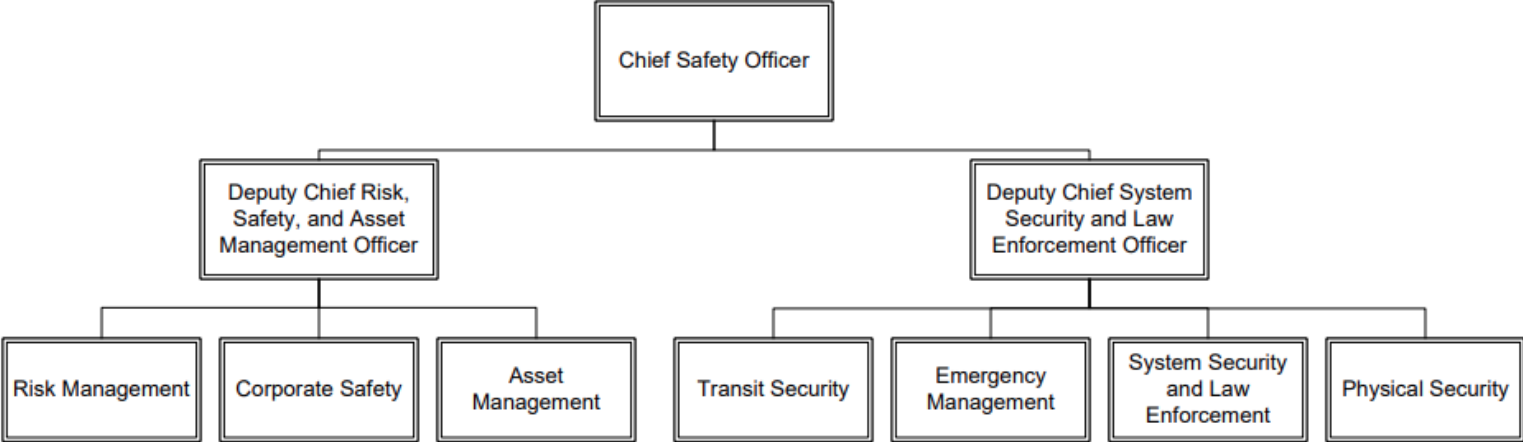
# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## Corporate Safety





# Chief Safety Office



Appendix C: System Description

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## C.1 LOS ANGELES TRANSIT HISTORY

After decades of air pollution and traffic congestion, Los Angeles County voters recognized the need for improved public transportation, and they passed Proposition A, the half-percent sales tax for public transit in 1980. Thirty-five percent of the funds from this tax were allotted to the design, construction, and operation of a rail transit network.

In 1990, county voters approved another half-percent sales tax increase to speed construction of rail and highway projects. Known as Proposition C, this measure sets aside 40% of its funds for improved bus and rail transit.

In 2008 and again in 2016 county voters approved additional tax increased with Measure R and Measure M. Measure R is a half-cent sales tax for Los Angeles County to finance new transportation projects and programs and accelerate those already in the pipeline. The tax took effect July 2009. Measure R alone does not fully fund all projects. The Measure contains an Expenditure Plan that identifies the projects to be funded and additional fund sources that will be used to complete the projects. Measure M added an additional permanent half- percent sales tax increase and was passed with approximately 70% of the vote showing Los Angeles County taxpayers commitment to expanding public transportation efforts in and around Southern California.

## C.2 SCOPE OF TRANSIT SERVICES

Metro provides public transportation services in the urbanized area of Los Angeles County and in parts of adjacent counties. It has approximately 9,800 employees in over 27 different physical locations to assist in the operation both bus and rail systems.

## C.3 ORGANIZATIONAL STRUCTURE

Metro's organization structure is displayed in Appendix A.

## C.4 RAIL MODE DESCRIPTION

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## C.4.1 Metro Rail Lines at a Glance

Rail Line	Length of System	Number of Stations	Maximum Speed	Station Design/Line Description
<p>A Line Previously Blue Line (Light Rail) Los Angeles to Long Beach</p> <p>July 1990</p>	22 miles	22	55 mph	<p>There are 21 center-platform stations, partially roofed, open air structures with seating and one station with side platforms in the subway.</p> <p>The alignment consists of two street running segments and one cab-signaling segment. Shared stations with E Line.</p>
<p>B Line Previously Red Line Segment 1</p> <p>January 1993</p>	4.4 miles	5	70 mph	<p>Runs through downtown Los Angeles between Union Station and Westlake/MacArthur Park. It connects with commuter trains (Metrolink) at Union Station and Metro Blue Line at 7th Street/Metro Center Station. Shared stations with D Line.</p>
<p>D Line Previously Red Line Segment 2A</p> <p>July 1996</p>	2.1 miles	3	70 mph	<p>Extended from Westlake/MacArthur to Wilshire/Western. Shared stations with B Line.</p>
<p>B Line Previously Red Line Segment 2B</p> <p>June 1999</p>	4.6 miles	5	70 mph	<p>Turns northward under Vermont Avenue from Wilshire/Vermont Station to Hollywood/Vine Station</p>

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B Line Previously Red Line Segment 3  June 2000	6.3 miles	3	70 mph	Extended from Hollywood/Vine Station to North Hollywood Station.
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Rail Line	Length of System	Number of Stations	Maximum Speed	Station Design/Line Description
C Line Previously Green Line (Light Rail) Norwalk to Redondo Beach  August 1995	20 miles	14	65 mph	Operates primarily in the center of the Glenn Anderson (I-105) Freeway with fourteen platforms at freeway level. Five stations are elevated center platforms on an aerial guideway on the portion of the line away from the freeway.
A Line Previously Gold Line (Light Rail) Los Angeles to Pasadena  July 2003	13.7 miles	13	55 mph	The alignment consists of both cab signaling and street running segments. 12 stations are at-grade and one station is partially underground. There are 5 side-platforms and 8 center-platforms. Shared stations with E Line.
E Line Previously Gold Line Eastside Extension (Light Rail) Los Angeles to East LA  November 2009	6 miles	8	55 mph	Connects the Eastside to Downtown LA and Pasadena. There are 6 at-grade center-platforms and 2 subway stations. The 6 at-grade stations are partially roofed with open air structures and seating. Shared stations with A Line.

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

<p>A Line Previously Gold Line Foothill Extension (Light Rail) Pasadena to Azusa (Phase 2A)</p> <p>March 2016</p>	<p>11 miles</p>	<p>6</p>	<p>55 mph</p>	<p>Phase 2A Foothill Extension Line connects Pasadena to Azusa. The alignment will consist of at-grade street running segments and cab-signaling segments.</p>
<p>E Line Previously Exposition Line (Phase 1)</p> <p>April 2012</p>	<p>8.6 miles</p>	<p>10</p>	<p>55 mph</p>	<p>Phase 1 connects Downtown to Culver City. The alignment consists of at-grade street running segments, cab- signaling segments, and aerial guide ways. Phase 1 has 10 stations, three of which are aerial.</p>

<b>Rail Line</b>	<b>Length of System</b>	<b>Number of Stations</b>	<b>Maximum Speed</b>	<b>Station Design/Line Description</b>
<p>E Line Previously Exposition Line (Phase 2)</p> <p>May 2016</p>	<p>6.6 miles</p>	<p>7</p>	<p>55 mph</p>	<p>Phase 2 of the Exposition Line connects Culver City with Santa Monica. The alignment consists of at-grade street running segments, cab- signaling segments, and 5 aerial guide ways.</p>

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K Line Previously Crenshaw Line 2022	8.5 miles	9	65 mph	<p>The Crenshaw Project will run between the E Line on Exposition Blvd. and the Metro C Line. The alignment will consist of aerial, below-grade, and at grade stations. The initial segment, which opened in 2022, will operate between the Crenshaw station and the Westchester/Veterans station and includes 7 stations. The second segment, which is scheduled to open in Fall 2023, will extend the line to the Aviation/Imperial (LAX) station on the C Line which will be the 8th station. The AMC station, is scheduled to open in late 2024 and will be the 9th station.</p>
Regional Connector	1.9 miles	3	55 mph	<p>The Regional Connector is a light rail subway corridor through Downtown Los Angeles to connect the Blue and Gold Lines.</p>
Totals	115.7 miles	108		

Future Lines Under Construction	Length of Systems	Number of Stations	Maximum Speed	Station Design
Purple Line Extension (PLE1)	3.92 miles	3	70 mph	<p>The first section between Wilshire/Western and Wilshire/La Cienega is now under construction and is scheduled for completion in 2024.</p>

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PLE2	2.59 miles	2	70 mph	Section 2 of the Purple Line Extension Project will extend the subway to downtown Beverly Hills and Century City. Section 2 is also currently under construction and is scheduled for completion in 2025.
PLE3	2.56 miles	2	70 mph	Section 3 will then extend the project to two stations in Westwood. Currently, the project is anticipated to open for operations in 2027.
Gold Line Foothill Extension (Light Rail) Azusa to Pomona (Phase 2B)	9.1 miles	4	55 mph	Phase 2B Foothill extension will extend the Gold Line from the Azusa station to the Pomona station, with stations in Glendora, San Dimas, La Verne, and Pomona. The alignment will consist of cab signaling and aerial segments. A future extension to Montclair is being planned and will be built once funding is secured.

## C.4.2 METRO RAIL SAFETY FEATURES

### **Automatic Train Control (ATC)**

This system automatically controls train movement, enforces train safety, and directs train operations. Automatic train control includes the subsystems of automatic train operation, automatic train protection, and automatic train supervision.

(B, C, D Lines)

### **Automatic Train Protection (ATP)**

This system maintains safe train operation through a combination of train detection, train separation, and speed limit enforcement.

(A,B, C, D, E, K, L Lines)

### **Automatic Train Operation (ATO)**



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This system performs any or all of the functions of speed regulation, programmed stopping, door control, performance level regulation, and other functions normally assigned to the train operator.

(B, C, D, Lines)

## **Automatic Train Supervision (ATS)**

This monitors the system status and provides the appropriate controls to direct the operation of trains in order to maintain intended traffic patterns and minimize the effect of train delays on the operating schedule.

(B, C, D, Lines)

## **Local Control Panel (LCP)**

This control panel is located in train control rooms/buildings along the right-of-way. The Local Control Panel performs control and indication functions for the signals and switches at the interlockings.

(A,B, C, D, E, K, L Lines)

## **Grade Crossing Warning System**

Devices placed at grade crossings to warn motorists and pedestrians of on-coming trains.

(A, E, K, L Lines)

## **Four Quad Gates**

Consists of two exit gates used in combination with standard entrance gates. The additional gate arms, combined with standard entrance gates, restrict access to the track crossing area.

(A, E, K, L Lines)

## **Train to Wayside Communication (TWC)**

Using the TWC system, the train operator has the ability to control and activate certain switches, crossovers, and/or grade crossing warning devices.

(A,B, D, E, K, L Lines)

## **In-cab cameras**

All Metro rail cars are equipped with in-cab cameras which assist in accident investigation, rules violations, and customer complaints.

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## C.4.3 RAIL FLEET

<b>Car Manufacturer</b>	Breda (Heavy) (A650)	Siemens (P2000)	Breda (Light) (P2550)	Kinki Sharyo (P3010)	CRRC (HR4000)
<b>No. of cars in fleet</b>	100	52	50	235	64
<b>Car length</b>	75 feet	89 feet	90 feet	89 feet	75'
<b>Car width</b>	10 feet, 4 inches	8.7 feet	9 feet, 10 inches	8.7 feet	10'4"
<b>Car height</b>	12 feet, 7 inches	12 feet, 6 inches	12 feet, 6 inches	12 feet 6 inches	12'5" with antenna
<b>Car weight (empty)</b>	80,000 lbs.	98,043 lbs.	110,000 lbs.	99,000 lbs.	83,500 lbs.
<b>Passenger capacity, seated</b>	59 (1 wheelchair space)	76	76	68	48
<b>Maximum speed</b>	70 mph	65 mph	55 mph	65 mph	70 mph

## C.5 BUS MODE DESCRIPTION

### C.5.1 Metro Bus Lines at a Glance

- 11,980 Bus Stops
- 120 Bus Routes
- 2,300 Bus fleet

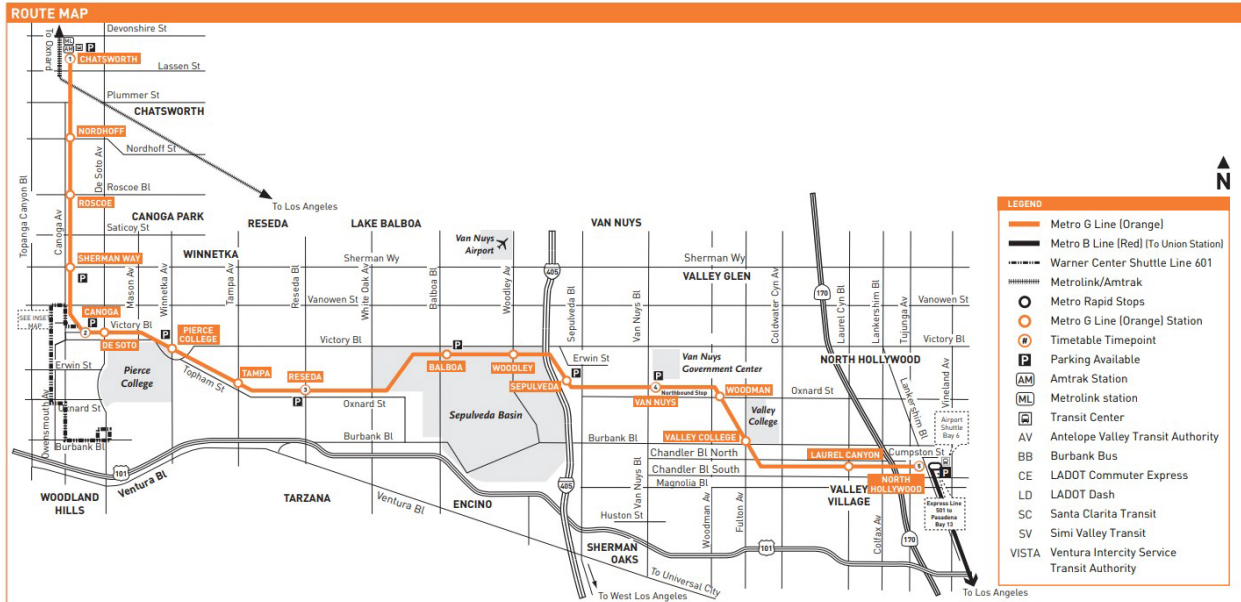
<b>Bus Lines</b>	<b>Length of System</b>	<b>Number of Stations</b>	<b>Route(s) Description</b>
Orange Line BRT (G Line)	18 miles	17	Metro Orange Line buses operate between North Hollywood and Chatsworth 24 hours a day. At peak hours (between 6 am and 7pm eastbound, 5 am and 6 pm westbound), alternate buses run only between North Hollywood and Canoga Station. Passengers can transfer at Canoga to a shuttle bus that serves the Warner Center area.

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Silver Line BRT (J Line)	38 miles	11	<p>Two services are operated under the Silver Line name:</p> <ul style="list-style-type: none"> <li>• <b>Route 910</b> operates with daily 24-hour service serving only the portion of the route between El Monte station, Downtown Los Angeles and the Harbor Gateway Transit Center.</li> <li>• <b>Route 950</b> operates with daily service serving the entire route between El Monte station, Downtown Los Angeles and San Pedro.</li> </ul>
NoHo to Pasadena BRT (Future Route)	18	21-22	<p>The North Hollywood to Pasadena BRT Project will operate between the North Hollywood Metro Red/Orange Line Station to Pasadena City College at Hill Street and Pasadena. Hoping to get dedicated lanes between the Red/Orange Line Station and the Memorial Park Station and operate in mixed flow along Colorado in Pasadena to PCC.</p>
Vermont BRT (Future Line)	12.4 Miles	9 to 10	<p>The Vermont BRT Project will operate between Hollywood Blvd and 120th Street. We are looking at both side and combo side and center running BRT with dedicated lanes and enhanced stations with a number of passenger amenities.</p>

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## C.5.3 METRO ORANGE (G) LINE ROUTE MAP



## C.5.4 METRO SILVER (J) LINE ROUTE MAP



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## C.5.5 METRO LOCAL

Metro Local buses are painted in an off-orange color which the agency has dubbed “California Poppy”. This type of service makes frequent stops along major thoroughfares. As at 2024, we have 11,980 stops served by 120 bus lines (including local, Metro Rapid, Metro G Line (Orange) and J Line (Silver), express, and shuttle services). Some Metro Local routes make limited stops along part of their trip but do not participate in the Rapid program. Some Metro Local bus lines are operated by contractors MV Transportation, Southland Transit, and Transdev. Metro Local buses cover both local, limited-stop, and shuttle bus services.

Metro Local buses can also be found on 400-series (4xx) and 500-series (5xx) routes.

## C.5.6 METRO RAPID

Metro Rapid buses are distinguished by their bright red color which the agency has dubbed “Rapid Red”. Metro Rapid service operates on three of Metro’s most heavily utilized bus services (Line 720 – Wilshire Bl, Line 754 – Vermont Av, Line 761 Van Nuys Bl – Westside)..

To improve bus speeds, the Metro Rapid Program was introduced in June 2000. Through system integration of bus signal priority and fewer stops, passenger travel times have been reduced by as much as 29%. As a result, ridership increased up to 40% in the two demonstration corridors, with one-third of the ridership increase consisting of new riders who have never before ridden transit.

### Key Metro Rapid Attributes:

- Simple route layout: Makes it easy to find, use and remember.
- Frequent service: Buses arrive as often as every 3-10 minutes during peak commuting times.
- Fewer stops: Stops spaced about  $\frac{3}{4}$  of a mile apart at most major transfer points.
- Bus priority at traffic signals: New technology reduces traffic delay by extending the green light or shortening the red light to help Metro Rapid get through intersections.
- Color-coded buses: Metro Rapid’s distinctive red paint makes it easy to identify Metro Rapid buses.
- Enhanced stations: Metro Rapid stations have a very distinct design that includes passenger information and lighting.

## C.5.7 METRO EXPRESS

Metro Express buses are routes designed as, minimal stop services along Los Angeles's extensive freeway network. There are 6 lines running as of 2024: 460, 487, 489, 501, 550, and 577.

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## C.5.8 BUS FLEET

Bus Manufacturer	Fuel Type	No. of busses in fleet	Bus length	Passenger capacity, seated
BYD	Electric	5	40 feet	38
BYD	Electric	5	60 feet	55
Eldorado National	CNG	554	40 feet	38
NABI	CNG	29	32 feet	25
NABI	CNG	300	45 feet	46
NABI	CNG	1	40 feet	35
NABI	CNG	95	60 feet	55
New Flyer	CNG	40	60 feet	55
New Flyer	CNG	900	40 feet	39
New Flyer	Electric	135	60feet	55
Grand Total		2,064		

The Metro bus fleet (as of October 2022) consists of buses of various makes and models.

All buses in the fleet have wheelchair lifts or ramps, and Metro has purchased 45-foot Composite buses, and 60-foot articulated buses for the dedicated “Orange Line” busway as well as use on regular and rapid routes. Metro has over 2,162 buses in service on an average weekday.

## C.5.9 METRO BUS SAFETY FEATURES

In addition to safety features required by Federal Motor Vehicle Safety Standards, Metro includes safety features in its bus procurement specifications as a means of increasing customer and operational safety.

### **SMARTDRIVE:**

The SmartDrive is g-force based video monitoring utility. When an event on a bus reaches a threshold, the SmartDrive system records video footage. There are four types of events that are triggered and recorded by the SmartRecorder for use in the Measured Safety Program: Erratic, Shock, Speeding, and Manual. Erratic Events are characterized as Moving Events. They are triggered by sustained forces from multiple directions (front/back, left/right, and up/down) over relatively long periods of time (typically between 0.25 and 1.5 seconds) as

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measured by an accelerometer in the SmartRecorder.

- **Erratic Events:** These capture risky driving maneuvers such as hard braking, acceleration, turning, swerving, speed bumps, dips in the road, etc. Shock Events are also characterized as Moving Events. They are triggered by sudden changes in force in any direction as measured by an accelerometer in the SmartRecorder.
- **Shock Events:** These have a higher likelihood of recording Collisions, but they can also be triggered by other actions that involve sudden changes in forces such as when a vehicle hits a pothole or a bump at high speed.
- **Speeding Events:** These are characterized as Moving Events. They are triggered when the vehicle speed exceeds a specified threshold. For example, if the threshold is set for 70 mph then the SmartRecorder will record a Speeding Event when the vehicle speed exceeds 70 mph. To balance the number of Speeding Events that may be recorded at any given time, the SmartRecorder will only record one Speeding Event within a 30-minute timeframe.
- **Manual Events** Unlike the other three event types, manual events are not Moving Events. They are triggered when the driver or other occupant of the vehicle presses the manual trigger button on the SmartRecorder or on the keypad. Manual Events enable Operators to record Videos which contain actions of interest that are not necessarily related to risky driving.

## **OPERATOR BARRIERS**

In 2013 Metro began the process of retrofitting buses with a steel and polycarbonate barrier that protects the driver from assault. All busses are equipped with these barriers, and all future busses will also come equipped with such barriers.

## **COLLISION AVOIDANCE TECHNOLOGY**

Metro is undergoing a pilot program to implement an audible/visual system to help to mitigate collisions with both automobiles and pedestrians.

**Appendix D: Safety Performance Measures and Performance Targets**



**FY25 TARGETS BASED ON 3-YEAR AVERAGE OF NATIONAL TRANSIT DATABASE (NTD)**

\*FY25 Targets reflect a 10% improvement over the 3-year average of NTD Data

\*\*Federal Requirement to Report Transit Worker Assaults began April 2023

\*\*\*Mean Miles Between Mechanical Failures is based on Fiscal Year Data

VRM – Vehicle Revenue Miles

MB – Motor Bus

RB – Rapid Bus

HR – Heavy Rail

LR – Light Rail

DO – Direct Operation

**Methodology**

The FY25 safety performance targets shown below were calculated based on a 3-year average of NTD CY2021, CY2022 and CY2023 data, except for the MMBMF FY25 safety targets. The MMBMF FY25 safety performance targets was calculated based on Fiscal Year Data because NTD calculates MMBMF using Fiscal Year Data. The reason we had to use Calendar Years for the safety performance measures is because NTD compiles their safety and security data based on Calendar Years and not Fiscal Years, with the exception of MMBMF. Therefore, the Metro Safety KPI Targets for FY25 are based on a three-year average of the most recent NTD Calendar-Year data.

<b>BUS (MB DO and RB DO modes)</b>	<b>CY 2021 NTD</b>	<b>CY 2022 NTD</b>	<b>CY 2023 NTD</b>	<b>AVERAGE</b>	<b>FY25 TARGETS*</b>
Bus VRM	56,196,658	58,254,813	65,451,196	59,967,556	
<b>Bus Major Safety Events (S&amp;S-40s)</b>	<b>67</b>	<b>87</b>	<b>109</b>	<b>88</b>	<b>79</b>
Bus Major Safety Events Rate	0.12	0.15	0.17	0.15	0.13
<b>Bus Major Security Events (S&amp;S-40s)</b>	<b>33</b>	<b>50</b>	<b>56</b>	<b>46</b>	<b>42</b>
Bus Major Security Events Rate	0.06	0.09	0.09	0.08	0.07
<b>Total # of Collisions</b>	<b>66</b>	<b>85</b>	<b>102</b>	<b>84</b>	<b>76</b>
Collision Rate (All Collisions/100K VRM)	0.12	0.15	0.16	0.14	0.13
<b>Total # of Pedestrian Collisions</b>	<b>20</b>	<b>18</b>	<b>26</b>	<b>21</b>	<b>19</b>
Pedestrian Collision Rate (Bus vs Person Collisions/100K VRM)	0.04	0.03	0.04	0.04	0.03
<b>Total # of Vehicular Collisions</b>	<b>46</b>	<b>67</b>	<b>76</b>	<b>63</b>	<b>57</b>
Vehicular Collision Rate (Bus vs Motorist Collisions/100K VRM)	0.08	0.12	0.12	0.11	0.09

<b>BUS (MB DO and RB DO modes)</b>	<b>CY 2021 NTD</b>	<b>CY 2022 NTD</b>	<b>CY 2023 NTD</b>	<b>AVERAGE</b>	<b>FY25 TARGETS*</b>
<b>Fatalities (all Fatalities resulting from Safety and Security Events)</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>4</b>	<b>0</b>
Fatalities Rate	0.00	0.01	0.01	0.01	0.00
<b>Total # of Transit Worker Fatalities</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Transit Worker Fatalities Rate	0.00	0.00	0.00	0.00	0.00
<b>Bus Safety Injuries (Major and Non-Major Injuries)</b>	<b>237</b>	<b>317</b>	<b>392</b>	<b>315</b>	<b>284</b>
Bus Safety Injury Rate	0.42	0.54	0.60	0.53	0.47
<b>Bus Security Injuries (Major and Non-Major Injuries)</b>	<b>33</b>	<b>50</b>	<b>19</b>	<b>34</b>	<b>31</b>
Bus Security Injury Rate	0.06	0.09	0.03	0.06	0.05
<b>Total # of Transit Worker Injuries (Major and Non-Major Safety Injuries)</b>	<b>16</b>	<b>12</b>	<b>22</b>	<b>17</b>	<b>15</b>
Transit Worker Injury Rate (All Transit Worker Injuries/100K VRM)	0.03	0.02	0.03	0.03	0.03
<b>Assaults on Transit Workers (Major and Non-Major Assaults Total)**</b>	<b>--</b>	<b>--</b>	<b>1016</b>	<b>1016</b>	<b>914</b>
Rate of Assaults on Transit Workers	--	--	1.55	1.69	1.52
Bus Reliability MMBMF***	FY 2021 NTD	FY 2022 NTD	FY 2024 NTD	AVERAGE	FY25 TARGETS**
	9,759	10,324	pending	10,041	11,045

<b>RAIL (LR DO)</b>	<b>CY 2021 NTD</b>	<b>CY 2022 NTD</b>	<b>CY 2023 NTD</b>	<b>AVERAGE</b>	<b>FY25 TARGETS*</b>
Rail VRM	12,774,353	14,110,783	16,169,610	14,351,582	
<b>Rail Major Safety Events (S&amp;S-40s)</b>	<b>45</b>	<b>52</b>	<b>66</b>	<b>54</b>	<b>49</b>
Rail Major Safety Events Rate	0.35	0.37	0.41	0.38	0.34
<b>Rail Major Security Events (S&amp;S-40s)</b>	<b>43</b>	<b>53</b>	<b>64</b>	<b>53</b>	<b>48</b>
Rail Major Security Events Rate	0.34	0.38	0.40	0.37	0.33
<b>Total # of Collisions</b>	<b>43</b>	<b>50</b>	<b>64</b>	<b>52</b>	<b>47</b>
Collision Rate (All Collisions/100K VRM)	0.34	0.35	0.40	0.36	0.33
<b>Total # of Pedestrian Collisions</b>	<b>17</b>	<b>19</b>	<b>25</b>	<b>20</b>	<b>18</b>
Pedestrian Collision Rate (Rail vs Person Collisions/100K VRM)	0.13	0.13	0.15	0.14	0.13
<b>Total # of Vehicular Collisions</b>	<b>26</b>	<b>31</b>	<b>39</b>	<b>32</b>	<b>29</b>
Vehicular Collision Rate (Rail vs Motorist Collisions/100K VRM)	0.20	0.22	0.24	0.22	0.20
<b>Fatalities (all Fatalities resulting from Safety and Security Events)</b>	<b>6</b>	<b>10</b>	<b>12</b>	<b>9</b>	<b>0</b>
Fatalities Rate	0.05	0.07	0.07	0.07	0.00
<b>Total # of Transit Worker Fatalities</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Transit Worker Fatalities Rate	0.00	0.00	0.00	0.00	0.00
<b>Rail Safety Injuries (Major and Non-Major Injuries)</b>	<b>24</b>	<b>24</b>	<b>78</b>	<b>42</b>	<b>38</b>
Rail Safety Injury Rate	0.19	0.17	0.48	0.29	0.26
<b>Rail Security Injuries (Major and Non-Major Injuries)</b>	<b>43</b>	<b>53</b>	<b>27</b>	<b>41</b>	<b>37</b>

<b>RAIL (LR DO)</b>	<b>CY 2021 NTD</b>	<b>CY 2022 NTD</b>	<b>CY 2023 NTD</b>	<b>AVERAGE</b>	<b>FY25 TARGETS*</b>
Rail Security Injury Rate	0.34	0.38	0.17	0.29	0.26
<b>Total # of Transit Worker Injuries (Major and Non-Major Safety Injuries)</b>	<b>3</b>	<b>1</b>	<b>15</b>	<b>6</b>	<b>6</b>
Transit Worker Injury Rate (All Transit Worker Injuries/100K VRM)	0.02	0.01	0.09	0.04	0.04
<b>Assaults on Transit Workers (Major and Non-Major Assaults Total)**</b>	<b>--</b>	<b>--</b>	<b>21</b>	<b>21</b>	<b>19</b>
Rate of Assaults on Transit Workers	--	--	0.13	0.15	0.13
Rail Reliability MMBMF***	<b>FY 2021 NTD</b>	<b>FY 2022 NTD</b>	<b>FY 2024 NTD</b>	<b>AVERAGE</b>	<b>FY25 TARGETS**</b>
	49,925	52,827	pending	51,376	56,514

<b>RAIL (HR DO)</b>	<b>CY 2021 NTD</b>	<b>CY 2022 NTD</b>	<b>CY 2023 NTD</b>	<b>AVERAGE</b>	<b>FY25 TARGETS*</b>
Rail VRM	6,011,706	6,328,980	5,634,656	5,991,781	
<b>Rail Major Safety Events (S&amp;S-40s)</b>	<b>12</b>	<b>6</b>	<b>4</b>	<b>7</b>	<b>7</b>
Rail Major Safety Events Rate	0.20	0.09	0.07	0.12	0.11
<b>Rail Major Security Events (S&amp;S-40s)</b>	<b>17</b>	<b>14</b>	<b>19</b>	<b>17</b>	<b>15</b>
Rail Major Security Events Rate	0.28	0.22	0.34	0.28	0.25
<b>Total # of Collisions</b>	<b>10</b>	<b>2</b>	<b>1</b>	<b>4</b>	<b>4</b>
Collision Rate (All Collisions/100K VRM)	0.17	0.03	0.02	0.07	0.07
<b>Total # of Pedestrian Collisions</b>	<b>10</b>	<b>2</b>	<b>1</b>	<b>4</b>	<b>4</b>
Pedestrian Collision Rate (Rail vs Person Collisions/100K VRM)	0.17	0.03	0.02	0.07	0.07
<b>Total # of Vehicular Collisions</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Vehicular Collision Rate (Rail vs Motorist Collisions/100K VRM)	0.00	0.00	0.00	0.00	0.00
<b>Fatalities (all Fatalities resulting from Safety and Security Events)</b>	<b>9</b>	<b>1</b>	<b>2</b>	<b>4</b>	<b>0</b>
Fatalities Rate	0.15	0.02	0.04	0.07	0.00
<b>Total # of Transit Worker Fatalities</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Transit Worker Fatalities Rate	0.00	0.00	0.00	0.00	0.00
<b>Rail Safety Injuries (Major and Non-Major Injuries)</b>	<b>31</b>	<b>19</b>	<b>77</b>	<b>42</b>	<b>38</b>
Rail Safety Injury Rate	0.52	0.30	1.37	0.71	0.64
<b>Rail Security Injuries (Major and Non-Major Injuries)</b>	<b>17</b>	<b>14</b>	<b>9</b>	<b>13</b>	<b>12</b>

<b>RAIL (HR DO)</b>	<b>CY 2021 NTD</b>	<b>CY 2022 NTD</b>	<b>CY 2023 NTD</b>	<b>AVERAGE</b>	<b>FY25 TARGETS*</b>
Rail Security Injury Rate	0.28	0.22	0.16	0.22	0.20
<b>Total # of Transit Worker Injuries (Major and Non-Major Safety Injuries)</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>
Transit Worker Injury Rate (All Transit Worker Injuries/100K VRM)	0.05	0.00	0.00	0.02	0.02
<b>Assaults on Transit Workers (Major and Non-Major Assaults Total)**</b>	--	--	<b>24</b>	<b>24</b>	<b>22</b>
Rate of Assaults on Transit Workers	--	--	0.43	0.40	0.36
Rail Reliability MMBMF***	FY 2021 NTD	FY 2022 NTD	FY 2024 NTD	AVERAGE	FY25 TARGETS**
	60,935	68,312	pending	64,624	71,086

Appendix E: Operations and Maintenance Department

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## APPENDIX E: OPERATIONS AND MAINTENANCE DEPARTMENTS

Per the organization chart as seen in Appendix B, the department head of Operations is responsible for ensuring the overall safety for Metro Rail and Bus system.

The department head of Operations:

- Directs the utilization of resources available to departments within Operations for the Bus and Rail modes.
- Provides direction and support to all transit operations functions to ensure attainment of Metro and departmental objectives within established policies and parameters
- Coordinates activities within transit operations to assure peak performance and productivity, as well as conformance with established or mandated external regulations and policies affecting Metro operations
- Develops and implements strategic business plans focusing on transportation needs in cooperation and coordination with all Metro departments involved in regional decisions
- Provides counsel to the CEO on significant matters affecting Metro transit operations and policies
- Creates Metro's safety vision; approves and adopts the agency's safety rules, policies, and procedures; communicates safety expectations; and maintains accountability for the safety performance of the entire agency
- Assists the CEO in developing and implementing short-range and long-range goals and business plans
- Formulates policy recommendations for the Board of Directors, attends Board meetings, and advises Board

### E.1 METRO RAIL MODE

Per the organization chart as seen in Appendix B, the department head is responsible for ensuring the overall safety for Metro Rail Operations. The Rail Operations Department and Management staff (Transportation, RFS, & Wayside Systems) are responsible for implementing the requirements as outlined in this PTASP including training requirements of all Rail Maintenance Supervisors and other Rail Maintenance employees, Rail Wayside employees, Rail Facilities and Custodial personnel, Rail Transit Operations Supervisors (Rail TOS's), ROC Controllers (Train and Communication Controllers), Train Operators, Contractors, and emergency response personnel as required to ensure compliance with Standard Operating Procedures (SOPs).

#### E.1.1 RAIL TRANSPORTATION



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The Senior Executive Officer of Transportation oversees all the rail transportation divisions, field operations, Rail Transportation Instruction department, ROC, and is responsible for the following activities:

- Develop operating rules and procedures
- Implement changes in rules and procedures by issuing bulletins and notices to Train Operators
- Develop and maintain rail system emergency preparedness and response for rail facilities
- Maintain certification and re-certification requirements as outlined in the training matrix found in Appendix H
- Oversee the activities of the Rail Operating and Maintenance Divisions.
- Develop and oversee implementation of the Efficiency Testing Program
- Comply with Metro's System Modification Procedure (CF15)

## E.1.1.1 Rail Transportation Divisions

The department head of each Transportation Division has the following responsibilities:

- Manage day-to-day operations at the Division, monitor train operators' in-service operation; communicate safety messages to Train Operators; investigate accidents and occupational injuries; take corrective actions to prevent or mitigate recurrences including discipline and counseling; inspect facilities; and maintain safety records at the division
- Ensure Train Operators have the required licenses and up-to-date medical certificates; operators receive training, and re-training
- Take appropriate action(s) to resolve reported or otherwise identified hazards and near-miss incidents as required under the Hazard Management Program
- Oversee the performance of Rail Transit Operations Supervisors as Line Supervisors, and Yard Controllers
- Interact with the Instruction Management team
- Oversee the Rail Transit Operations Supervisors' Investigation of rail system operational incidents, injuries and property losses
- Schedule and conduct the required annual emergency drills

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## E.1.1.2 Rail Operations Control (ROC)

The ROC monitors and controls Metro rail operations for all rail lines. Operations include train control, traction power, fire-life safety systems, communications, issuance of train orders, operating clearances and/work permits for mainline maintenance work. This facility also has emergency operations functions that include monitoring of warnings and alarms through the Supervisory Control and Data Acquisition (SCADA) system, and control of ventilation systems that evacuate smoke and gases from tunnels. SCADA monitors or controls virtually all the subsystems on the rail systems. The ROC is staffed twenty-four hours per day, seven days per week.

The department head of ROC is responsible for overall supervision of the ROC staff, who are responsible for monitoring and authorizing train movement and Closed-Circuit Television operations. The Closed-Circuit Television staff monitors and reports on issues such as platform congestion, vandalism, safety, and security problems.

The department head of ROC is responsible for the following activities:

- Oversees the activities of Rail Controllers, Rail Controller Instructors and Closed-Circuit Television staff
- Ensures Rail Controllers have the required licenses, up-to-date medical certificates, training, and re-training
- Implements changes in procedures by issuing bulletins and notices to the Controllers
- Develops and maintains rail system emergency preparedness and response plan for the ROC

## E.1.1.3 Rail Transportation Instruction

The Rail Transportation Instruction department is responsible for delivering and administering comprehensive instruction to trainees. In addition, the department ensures that all employees, contractors, and outside agencies demonstrate and maintain a satisfactory level of job knowledge and performance in keeping with Metro's standards of operation. Training responsibilities include:

- Oversees operating rules and procedures
  - Development
  - Implementation of changes
- Oversees training lesson plan development and implementation
  - New Hire Rail Operator Training

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- New Hire Rail Transportation Operation Supervisor (RTOS) Training
  - Line Instructor Training
  - Rail Safety / Wayside Worker Protection (WWP) Training
  - Retraining / Return to Work Training
  - Familiarization Training / Training for Change
  - Certification / Re-certification
- Takes corrective actions as necessary to prevent or mitigate recurrences of incidents, accident or occupational injuries.
    - Post-Accident/Incident Training
    - Refresher Training
    - Efficiency Testing
    - Performs observation checks on assigned personnel and evaluates their performance, including safety behaviors, and any need for further instruction
    - Supports investigations of incidents and accidents as necessary

## E.1.2 RAIL FLEET SERVICES (RFS)

The department head of Rail Fleet Services oversees RFS. The RFS Shops are where vehicle inspections and maintenance for the entire fleet occurs. The RFS Department is split into two groups. The first group, RFS, is responsible for meeting daily rollout and for maintenance and repair of both light and heavy railcar fleets. The second group, Rail Vehicle Engineering, is responsible for quality assurance/ warranty, fleet engineering, and the overhaul programs.

### E.1.2.1 Rail Fleet Service Shops

The RFS Shops are tasked with providing a safe and mechanically reliable fleet of rail cars. RFS utilizes preventative maintenance programs that include performing maintenance on vehicles at regularly scheduled mileage intervals. The intent is to maintain vehicles in a condition compatible with the highest safety, dependability, and appearance standards. Well-designed preventative maintenance procedures, and enforcement of these procedures, ensure the highest possible reliability of the rail vehicles.

The scheduled preventative maintenance programs attempt to identify problem areas before they require unscheduled corrective maintenance. Therefore, reporting requirements are developed for each inspection procedure to support future preventative maintenance activities as well as effectively communicate the specific need for corrective maintenance. The flow of information between preventative and corrective maintenance activities is critical to the success of both types of Maintenance.

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Records of all preventative maintenance actions are documented in the Maintenance Management System database. The preventative maintenance programs include the following:

- Inspection - All rail vehicles are subjected to a periodic inspection program (based on accumulated mileage) to determine if conditions exist that require a maintenance action. The level and frequency of inspections is consistent with contractor and supplier recommendations, industry standards, the safety-criticality of the equipment, and operational experience.
- Servicing - Servicing consists of regularly scheduled activities that are necessary to maintain the performance of the vehicle and its components. These activities include lubrication and adjustment, but they also may involve the replacement of consumables such as air filters. Equipment manufacturers provide recommended servicing schedules in their maintenance manuals. Although manufacturer recommendations will be followed during the warranty period of rail vehicles, servicing schedules may subsequently be modified to suit the operating conditions of each particular rail system.

For planning purposes, the preventative maintenance of rail vehicles is performed on the basis of miles of operation in accordance with the RFS Maintenance Plan. RFS functions include:

- Conduct prescribed inspections of the rail vehicles in the manner specified by the RFS Maintenance Plan
- Conduct non-scheduled maintenance and inspections
- Develop equipment overhaul specification for all fleets supporting Procurement/Vendor Contract Management Department throughout bid process
- Provide project management for railcar overhaul programs
- Perform failure analyses, as necessary, to determine the cause(s) of failures and recommend corrective action
- Develop and update maintenance rules and procedures as necessary
- Inspect trains involved in accidents for compliance with all maintenance and operational specifications related to safe operation, e.g., horn functionality, brakes, etc. Place a "hold" on equipment if there is evidence of a system being in a condition outside of its normal & safe operating capability
- Ensure Rail Equipment personnel have been trained and have the required licenses and/or certification
- Train personnel in injury and illness prevention, emergency procedures, and safe vehicle operation; communicate safety messages to personnel; investigate occupational injuries; take corrective actions to prevent or mitigate recurrences

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including discipline and counseling; investigate reports of unsafe conditions; inspect facilities; and maintain safety records at the facility

- Perform and document random checks of completed maintenance activities at the various mileage intervals
- Comply with Metro's System Modification Procedure (CF15)

## E.1.2.2 Rail Vehicle Engineering

The Rail Vehicle Engineering Department's functions include:

- Provide engineering support to both light and heavy railcar fleets in matters other than normal maintenance activities
- Develop test and modification bulletins for all fleets and coordinate with affected departments on these modifications

The quality assurance functions that are performed include the following:

- Perform quality assurance and warranty support activities as necessary to ensure equipment and maintenance activities comply with approved procedures and are being followed
- Inspect all new rail equipment to ensure compliance with all technical, operational and contractual requirements
- Provide quality assurance and warranty inspection on new, rebuilt and overhauled parts and components to ensure compliance with all technical requirements and good manufacturing practices
- Monitor new equipment test programs for functionality, maintainability and safety

## E.1.3 WAYSIDE SYSTEMS

The department head of Wayside Systems oversees the activities of Track Maintenance, Traction Power, Signal, Rail Communications and Supervisory Control and Data Acquisition (SCADA) Engineering, and Rail Facility Maintenance and Custodial Services.

All maintenance is performed in accordance with the Wayside Systems Maintenance Plans for each discipline. Manufacturers recommendations, Federal regulations, Industry Standards, and operational experience were used as guidelines in developing the maintenance plans.

### E.1.3.1 Track Maintenance

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CPUC GO 143-B, Section 14.05, requires the establishment of a track inspection and maintenance program. All rail system tracks will be inspected and maintained in accordance with CPUC General Order 143-B, Section 14.05. All design and construction will be done using the American Railway Engineering and Maintenance of Way Association Manual as a guideline, as required by CPUC GO 143-B, Section 9.01.

Frequent track inspection is performed to identify potential safety hazards and to report on the changing conditions of track geometry. Main line track is inspected twice each week with at least one-day interval between inspections. Track geometry and fit is inspected for obvious gage and alignment defects, improper ballast section and washouts, tightness and proper fit of switch points and other moving parts. Rail is checked for cracks, deterioration, corrugation, excessive wear, and the right-of-way is inspected for vegetation growth. There are also inspections of the right-of-way for possible clearance infringements.

Track Maintenance responsibilities include:

- Maintain the guideway that consists of ballasted track, embedded track, and direct fixation track
- Maintain crossovers, turnouts and track on the mainline and in yard storage areas
- Utilize a maintenance plan to ensure inspections and maintenance activities are followed and performed timely
- Document and maintain accurate records of inspections, maintenance work, accident related activities, and emergency responses; make records available to the CPUC for review and audit.
- Comply with Metro's System Modification Procedure (CF15)

## E.1.3.2 Traction Power Maintenance

The Traction Power preventative maintenance plan is a scheduled program that was developed through standard maintenance and operating procedures, based on manufacturer recommendations and experience. Inspection forms have been developed for each piece of equipment to document that the preventative maintenance has been performed.

Corrective maintenance consists of trouble-shooting failures and returning equipment to service. Personnel are dispatched by ROC via radio regardless of their assigned preventative maintenance areas. Once on the scene, the inspector will determine what the failure is and take the corrective measures necessary to maintain continuity of revenue service. When necessary, temporary repairs are made in order to maintain revenue service and permanent repairs are performed during non-revenue hours.

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Traction Power Maintenance responsibilities include:

- Inspect and maintain electrical power substations, third rail system, overhead contact systems, auxiliary power equipment, ventilation system, tunnel lighting, uninterruptible power supply, and other associated equipment
- Utilize a maintenance plan to ensure inspections and maintenance activities are followed and performed timely
- Document and maintain accurate records of inspections, maintenance work, accident related activities, and emergency responses; make records available to the CPUC for review and audit
- Comply with Metro's System Modification Procedure (CF15)

## E.1.3.3 Rail Signal Maintenance

The Rail Signal preventative maintenance plan is a scheduled program routinely performed at specific intervals. The maintenance intervals are set by following the Association of American Railroads (AAR) guidelines, equipment Operations and Maintenance manuals, industry standards such as American Public Transportation Association (APTA), and by tracking equipment performance through routine inspections and failure reports. Manpower deployment is accomplished by means of a check off schedule that lists the routine tasks to be accomplished during the set time frame. This system is designed to prevent duplication of tasks and provides a means whereby many different tasks can be performed in an efficient and timely manner. Reports are filed for each task that is completed and are reviewed to determine if any further action is needed. The objectives of the preventative maintenance plan are to ensure operational safety and system dependability by means of periodic testing and inspections; to reduce service failures; to prolong equipment life; to minimize maintenance costs; and to optimize manpower allocations.

The maintenance consists of troubleshooting failures, the repairing of failed equipment, and returning equipment to operation in a safe, efficient, and timely manner. Equipment failures that affect the operation of revenue service are handled by response crews, who are notified by ROC through radio dispatched trouble calls. Failed equipment is replaced in kind and repaired at a later date to minimize disruption to revenue service. The response crews file trouble reports to track equipment failures and to aid in troubleshooting the failed equipment.

Equipment is repaired in-house whenever possible or through an exchange program with the manufacturer and returned to stores as spare equipment. The philosophy of the corrective maintenance plan is to repair failed equipment as quickly as possible with minimal effect on revenue service. Rail Signal Maintenance responsibilities include:

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- Inspect and maintain train protection system, train control and crossing warning systems; maintain the track switches, wayside cab signaling system, wayside signals and associated track circuits
- Utilize a maintenance plan to ensure inspections and maintenance activities are followed and performed timely
- Document and maintain accurate records of inspections, maintenance work, accident related activities, and emergency responses; make records available to the CPUC for review and audit
- Comply with Metro's System Modification Procedure (CF15)

## E.1.3.4 Rail Communications and Supervisory Control and Data Acquisition (SCADA)

Rail Communication Systems, Transit Automatic Control System (TRACS)/Supervisory Control and Data Acquisition (SCADA) responsibilities include:

- Service and maintain ROC Supervisory Control and Data Acquisition systems, Public Announcement systems, Radio systems, Closed-Circuit Television systems, the Transit Passenger Information System (TPIS) and the Emergency Telephones (ETEL's)
- Utilize a maintenance plan to ensure inspections and maintenance activities are followed and performed timely
- Document and maintain accurate records of inspections, maintenance work, accident related activities, and emergency responses; make records available to the CPUC for review and audit
- Perform facilities inspections as outlined in the department's maintenance plan
- Comply with Metro's System Modification Procedure (CF15)

## E.1.3.5 Rail Facility Maintenance and Custodial Services

Specialized supervisors and technical staff maintain rail facilities and systems in safe operating condition. Responsibilities of Facilities Maintenance include the following:

- Perform preventative and remedial maintenance of shop and rail facility equipment; perform building construction and repair and maintenance work on station platforms, parking lots and structures, deluge systems, and on the right-of-way (fences and signs, etc.)
- Perform facilities inspections
- Utilize a maintenance plan to ensure inspections and maintenance activities are followed and performed timely
- Document and maintain accurate records of inspections, maintenance work, accident



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related activities, and emergency responses; make records available to the CPUC for review and audit

- Comply with Metro's System Modification Procedure (CF15)

## E.2 METRO BUS MODE

### E.2.1 BUS TRANSPORTATION

The Senior Executive Officer of Bus Transportation oversees eleven bus transportation divisions and directs the overall activities of Metro's bus service delivery.

#### E.2.1.1 Bus Transportation Divisions

The head of each Bus Transportation Division has the following responsibilities:

- Safety within their organizational units including the safety of employees, facilities, equipment, operations, and services provided.
- Safety programs within their organizational units
- Coordinating the implementation and maintenance of these safety programs.
- Ensuring employees comply with safe and healthy work practices, communicating with employees regarding occupational health and safety issues, identifying, evaluating and correcting hazards in a timely manner, ensuring that all accidents, injuries, and illnesses are investigated and that recommendations, if appropriate, for corrective actions are developed and implemented as warranted.
- Evaluating the potential impact of proposed modifications on the safety of all affected systems prior to implementation.
- Ensuring that employees have required licenses, and all required up-to-date certifications.
- Ensuring that supervisors and employees under their control are trained in the elements of hazards associated with their work environment, job specific safety requirements, and safety-related policies, procedures, rules, and work practices.

#### E.2.1.2 Bus Operations Control (BOC)

The BOC manages daily bus operations. This facility dispatches Transit Operations Supervisors in response to collisions and other operational problems. The BOC also provides notification to various departments in the event of emergencies and arranges for replacement equipment. The BOC contacts Field Equipment Technicians and division

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maintenance to respond to bus road calls The BOC is staffed 24 hours a day, seven days a week.

## E.2.2 BUS MAINTENANCE

### E 2.2.1 Bus Maintenance

The Senior Executive Officer of Bus Maintenance oversees eleven bus maintenance divisions and directs the overall maintenance activities for Metro's bus fleet.

Bus maintenance is tasked with providing a safe and mechanically reliable fleet of buses. Bus maintenance utilizes preventative maintenance programs that include performing maintenance on vehicles at regularly scheduled mileage intervals. The intent is to maintain vehicles in a condition compatible with the highest safety, dependability, and appearance standards. Well-designed preventative maintenance procedures, and enforcement of these procedures, ensure the highest possible reliability of bus fleet.

The scheduled preventative maintenance programs attempt to identify problem areas before they require unscheduled corrective maintenance. Therefore, reporting requirements are developed for each inspection procedure to support future preventative maintenance activities as well as effectively communicate the specific need for corrective maintenance.

The flow of information between preventative and corrective maintenance activities is critical to the success of both types of maintenance.

Records of all preventative maintenance actions are documented in the Maintenance Management System. The preventative maintenance programs include the following:

- Inspection - All buses are subjected to a periodic inspection program (based on accumulated mileage) to determine if conditions exist that require a maintenance action. The level and frequency of inspections is consistent with contractor and supplier recommendations, industry standards, the safety-criticality of the equipment, and operational experience.
- Servicing - Servicing consists of regularly scheduled activities that are necessary to maintain the performance of the vehicle and its components. These activities include lubrication and adjustment, but they also may involve the replacement of consumables such as air filters. Equipment manufacturers provide recommended servicing schedules in their maintenance manuals. Although manufacturer recommendations will be followed during the warranty period of bus vehicles, servicing schedules may subsequently be modified to suit the operating conditions of each particular bus division.

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For planning purposes, the preventative maintenance of buses will be performed on the basis of miles of operation in accordance with the Revenue Service Bus Maintenance Plan.

Bus Maintenance functions include:

- Conduct prescribed inspections of buses in the manner specified by the Revenue Service Bus Maintenance Plan.
- Conduct non-scheduled maintenance and inspections
- Perform failure analyses, as necessary, to determine the cause(s) of failures and recommend corrective action
- Develop and update maintenance rules and procedures as necessary
- Ensure bus maintenance personnel have been trained and have the required licenses and/or certification
- Train personnel in injury and illness prevention, emergency procedures, and safe vehicle operation; communicate safety messages to personnel; investigate occupational injuries; take corrective actions to prevent or mitigate recurrences including discipline and counseling; investigate reports of unsafe conditions; inspect facilities; and maintain safety records at the facility
- Perform and document random checks of completed maintenance activities at the various mileage intervals
- Comply with Metro's System Modification Procedure (CF15)

## E.2.3 Central Maintenance Facility (CMF)

CMF provides maintenance support to operating divisions. The facility consists of Central Maintenance Shops, Fleet Management and Support Services, and Quality Assurance. The Quality Assurance staff also serve as Metro's liaison with the California Highway Patrol and is responsible for managing compliance with Title 13 of the California Code of Regulations.

The Central Maintenance Shops provide heavy maintenance and bus refurbishment for all bus operating divisions including complete bus painting, major accident repair, engine replacements, and mid-life overhauls/ refurbishments. Additional Central Maintenance Shop functions include the rebuild and fabrication of parts and tools used by bus maintenance and other Metro departments.

Fleet Management and Support Services controls and assigns the bus fleet, aids in repair to buses en-route and at layover zones to avoid service disruption and provides Maintenance Management System technical support to maintenance departments.

The Quality Assurance department is directly responsible for the management of goods

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and services contracts, bus fire investigations, and brake tests.

The Contract services department is directly responsible for contracted operations oversight.

The non-revenue department is directly responsible for non-revenue vehicle/equipment.

The Revenue Collection department is directly responsible for fare collection maintenance, and radio equipment maintenance.

## E.2.4 Operations Central Instruction (OCI)

Metro's OCI Department provides the training ground and continual support to the agency's Operations employees working in Bus Maintenance and Transportation. Mission critical training responsibilities include:

- New Hire Bus Operator Training
- Post-Accident Training
- Safety Training (several certification courses)
- Customer Relations Training
- Line Instructor Mentor Training
- De-Escalation Training
- Transportation Safety Institute (TSI) Instructor's courses in:
  - Bus Operator Training Accident Investigation Training
  - Return to Work Training
  - World Class Customer Service training

Additionally, OCI produces and implements ad - hoc training programs to address any of the numerous endeavors Metro undertakes to improve service to our customers.

OCI serves as an extension of the Department of Motor Vehicles (DMV) for commercial licensing purposes through DMV's Employer Testing Program (ETP). Through ETP, all OCI instructors are trained and certified by the DMV to conduct official pre-trip, skills and road examinations of employees required to obtain a commercial driver license. The Transportation Safety Institute (TSI) also partners with OCI's own official TSI certified instructors who dedicate themselves to train and certify others to become official train-the-trainers. This credential is necessary to provide legally sanctioned training for coach Bus Operators and supervisors who must receive annual training to maintain CDL validity.

## E.2.6 Vehicle Technology

Vehicle Technology identifies, reviews, tests, and procures high-capacity, alternative

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fueled, advanced technology buses. It provides operational and technical support and training on the operation and maintenance of new vehicles, manages all bus acquisitions, processes bus warranty claims, and oversees advanced vehicle technology projects that can increase operating efficiency or improve services provided for Metro transit passengers and employees.

## E.3 FACILITIES MAINTENANCE


The Central Facilities Maintenance group provides direct support to all Metro operating divisions. An important function of facilities includes the development, implementation, and management of capital programs for Metro's facilities to improve existing facilities and the promote employee safety.

Facilities Maintenance has the following functions:

- Provides HVAC, locksmith services, plumbing, painting, and other property maintenance tasks
- Manages select contracted services such as crane inspection/repair, graffiti abatement, glass service, landscaping and railroad right-of-way and parcel property maintenance.
- Produces decals for Metro buses in addition to signs for bus stops, rail, facilities and yard signage (Sign Shop).
- Maintains terminals, bus stops, layover zones, and inactive right-of-way (Stops and Zones)

Appendix F: Rail Accident Investigation Procedures (Rail AIP)

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY	Revision 1.0
	<b>RAIL</b> —ACCIDENT INVESTIGATION PROCEDURE	Effective: Jan 2025

## PART 1 GENERAL OVERVIEW

### 1.1 INTRODUCTION

Section 99152 of the Public Utilities (PU) Code authorizes the California Public Utilities Commission (CPUC) to regulate and oversee the safety of rail transit systems in the State of California. To fulfill its oversight responsibilities, the CPUC establishes safety requirements by adopting rules and procedures, known as General Orders (GO). In 1996, the CPUC adopted GO 164 series, “Rules and Regulations Governing State Safety Oversight of Rail Fixed Guideway Systems”, in response to the Federal Transit Administration’s Final Rule 49 Code of Federal Regulations, Part 673, which requires State safety oversight of rail fixed guideway systems. The requirements for reporting and investigating rail accidents by transit agencies are found in the GO 164 series. Section 315 of the PU Code specifically addresses the investigation of accidents by the CPUC and reads in part:

“The Commission shall investigate the cause of all accidents requiring, in the judgment of the Commission, investigation by it, and may make such order as in its judgment seems just and reasonable.”

The CPUC has the authority to conduct its own independent accident investigations. However, in actual practice the CPUC has delegated this responsibility to the Rail Transit Agencies (RTA’s) on behalf of the Commission.

To meet these requirements, the Los Angeles County Metropolitan Transportation Authority (METRO) has developed the following procedures to be used in the event of rail accidents.

### 1.2 PURPOSE AND OBJECTIVES

The purpose of this document is to establish procedures and guidelines to be followed by METRO personnel responding to rail accidents. These procedures are intended to facilitate the following objectives:

- To improve system safety by reporting and investigating all reportable rail accidents and implementing corrective measures, if warranted, to prevent or mitigate recurrences.
- To define the role and responsibilities of individuals, and departments who respond to rail accidents which occur on Metro’s operating rail

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lines.

These procedures detail the accident reporting procedures from the initial notification, through investigation, to the actual preparation of the final report, and tracking of any corrective measures.

Each department is responsible for carrying out their tasks as defined in the Rail Accident Investigation Procedures.



# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY	Revision 1.0
	<b>RAIL</b> —ACCIDENT INVESTIGATION PROCEDURES	Effective: Jan 2025

## PART 2 GENERAL INVESTIGATION PROCESS

### 2.1 RESPONSE

Upon notification of an accident by ROC, Metro staff shall proceed to the accident scene and report to the Metro On-Scene Coordinator (OSC), and support the accident investigation process as described below.

### 2.2 ACCIDENT INVESTIGATION ACTIVITIES

Metro will identify an On-Scene Coordinator (OSC) who will act as a liaison with ROC for all at the scene activities. The Metro OSC will report to the Incident Command Post, if it has been established, or to the Fire or Police personnel assigned or acting as Incident Commander. The OSC will afford the Incident Commander assistance to mitigate the situation.


The OSC or their designee will conduct the investigation for all accidents. The Incident Commander jointly with the OSC will determine when to release the scene for normal operations.

The following activities should be conducted by the OSC or their designee, or support departments, **if applicable and to the extent possible:**

- Secure the scene
- Inspect/preserve physical evidence
- Document fact/findings
- Conduct interviews
- Take photos
- Take measurements
- Assess requirement for drug test per Metro Drug and Alcohol Policy
- Prepare Supervisor’s Report

The OSC should document the facts concerning the following: damage to equipment and infrastructure, weather conditions, position and status of signals, switches, cab controls and cut out controls, use of audible warning devices, application of brakes, use of sand, area of impact, and point of rests of other parties involved in the accident, etc.

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

 <b>Metro</b>	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY	Revision 1.0
	<b>RAIL—ACCIDENT INVESTIGATION PROCEDURE</b> S	Effective: Jan 2025

## PART 3 ROLES AND RESPONSIBILITIES

### 3.1 GENERAL

The following sections support the foregoing accident investigation process; identify and expand on roles and responsibilities of responding personnel representing the various departments within Metro. This information has been established to ensure that each Department and all personnel within each section understand and provide support to the Rail Accident Investigation Procedures.

It is recognized that not all departments will need to respond to all types of accidents occurring on the operating rail system. The detailed functions described in this part apply to the investigation of accidents described under Section 3.2.2 of this document.

### 3.2 SAFETY DEPARTMENT

#### 3.2.1 RESPONSIBILITY


The safety department has primary responsibility for developing and updating the Accident Investigation Procedures. In addition, it will provide accident investigation training resources for use by other departments.

The Safety department will be responsible for investigating the reportable safety events and preparing the report that is required by the California Public Utilities Commission (CPUC), by reviewing information contained in various internal and third party reports, videos, and data/information collected by Corporate Safety staff. All staff who conduct the investigations are either trained through the Transportation Safety Institute courses, have certification through the Accreditation Commission for Traffic Accident Reconstruction organization, or have significant experience in accident investigation.

The safety department will be the liaison for all accidents investigated by the CPUC or National Transportation Safety Board (NTSB), and for arranging accident reconstructions when warranted. In the event of an NTSB investigation, the safety department will coordinate secure storage and protection of physical evidence at or away from the accident scene.

In the event information such as Police Reports, Coroner's Reports, etc. is not available at the time the CPUC report is due, an interim report will be submitted to the CPUC per the GO 164 series requirements, including 30-day updates.

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## 3.2.2 NOTIFICATION TO REGULATORY AGENCIES

The safety department will notify the CPUC within two (2) hours of any event/accident that meets the thresholds identified in 49CFR674 and CPUC General Order 164 series.


The following information will be provided as part of the electronic notification (record of notifications are available from the CPUC):

- The time and date of the accident;
- The location of the accident;
- The number of fatalities and/or injuries;
- The rail transit vehicle involved in the accident;
- The type of incident and brief description of accident,
- The emergency response organizations at the scene of the accident.

The safety department representative shall also notify other Regulatory Agencies in accordance with existing requirements of the Federal Transit Administration, Federal Railroad Administration, and the National Transportation Safety Board.

The safety department shall be responsible for providing the CPUC staff an opportunity to participate to the fullest extent possible in all aspects of the investigation. The safety department representative will provide advance notification of additional (other than those conducted at the scene) interviews, inspections, measurements, tests, examinations and meetings with investigators, consultants, review boards, etc. to review, analyze and draw conclusions regarding accident related information.

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## 3.2.3 CPUC INVESTIGATION REPORT

On behalf of the CPUC, the safety department is responsible for preparing the investigation report, which includes reviewing external reports such as Police, Fire, Coroner, etc., if applicable. The safety department is also responsible for preparing (if applicable) and tracking any corrective action plans resulting from the investigations. Corrective action plans will include the corrective action to be taken, the department and person responsible for the corrective action, a target completion date and the actual completion date.

Investigation reports for accidents meeting the thresholds described in section 3.2.2 will be submitted to the CPUC within 60 calendar days of the occurrence of the accident.

## 3.3 RAIL OPERATIONS CONTROL (ROC)

### 3.3.1 NOTIFICATION

Rail Operations Control (ROC) receives the initial report of any accident on the rail system. Upon notification, ROC dispatches a field supervisor to respond to the scene and then notifies all pertinent internal departments and external agencies such as law enforcement and emergency response agencies of the nature of the incident.

ROC is responsible for supporting all activities required at the accident scene through the On-Scene Coordinator (OSC).


ROC is responsible for maintaining service, if possible, or arranging for alternate transportation services and preserving video, Supervisory Control and Data Acquisition (SCADA)/ Transit Automatic Control System (TRACS) and voice and data communication information prior to, during, and following all accidents.

ROC will document all requests and events as they occur at the accident scene from initial notification of an accident until service is re-established.

### 3.3.2 ROC FOLLOW UP ACTIVITIES

ROC is responsible for maintaining the above information and for providing it in support of the accident investigation process and for supporting subsequent activities related to the process.

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## 3.4 RAIL TRANSIT OPERATIONS SUPERVISOR (RTOS)

The Rail Transit Operations Supervisor will be responsible for assuming the role of On Scene Coordinator (OSC), conducting an investigation and completing the required reports.

### 3.4.1 RAIL TRANSIT OPERATIONS SUPERVISOR (RTOS) FOLLOW UP ACTIVITIES

The On-Scene Coordinator is responsible for completing the Supervisors Report, in the Metro's electronic database system.


## 3.5 TRAIN OPERATORS

### 3.5.1 AT SCENE PROCEDURES

Train Operator's shall:

- a.) Contact ROC immediately & describe the type of accident, location, injuries and damage.
- b.) Protect self and passengers from hazards created by the accident. c.) Attempt to extinguish any fires, if possible, without taking undue risks.
- d.) Coordinate evacuation, if necessary, with ROC/OSC. Make PA announcements to keep passengers informed of the situation and status of response agencies.
- e.) In case of injuries, protect the injured parties, but do not attempt to move them, unless they require assistance in evacuating if a fire is involved. Do not volunteer ambulance service or ask persons if an ambulance is desired, unless it is obvious that such service is necessary. However, if a person requests an ambulance, immediately notify the OSC or ROC.
- f.) Pass out Courtesy Cards to bystanders and other persons who were in a position to have witnessed the accident. If injuries occurred on that train, use Courtesy Cards and indicate on the card "passenger."
- g.) Provide the police and other driver (s) with necessary information.

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## 3.5.2 TRAIN OPERATOR FOLLOW UP ACTIVITIES

The Train Operator is responsible for completing and preparing his or her accident re- port in Metro's electronic database system. The train operator is also responsible for co- operating in the accident investigation process.

## 3.6 DEPARTMENT MANAGERS

### 3.6.1 DEPARTMENT MANAGERS FOLLOW UP ACTIVITIES

The Department Manager is responsible for coordinating the following activities in all accidents.

- a) Ensure employee(s) involved in the accident are interviewed and complete their required reports.
- b) Ensure the completion and accuracy of all reports.
- c) Support accident investigation process by providing information such as training records, accident history, hours of service, fatigue, etc.
- d) Implement remedial action(s) necessary to prevent or mitigate recurrences.

## 3.7 RAIL FLEET SERVICES

### 3.7.1 AT SCENE PROCEDURES

Upon arrival at the accident scene, the Rail Fleet Services representative will report to the OSC and shall be responsible for the following tasks:

- a) Provide information and/or assistance to the OSC as requested.
- b) Make and implement recommendations to the OSC in regard to their specialty, for expediting restoration of normal revenue service.


### 3.7.2 FOLLOW UP ACTIVITIES

The Rail Fleet Services Department will be responsible for the following activities after the incident train has returned to the shop:

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

- a) Conduct a post accident inspection of the incident train(s) and document findings.
- b) Provide maintenance records & technical data, & make recommendations as appropriate.
- c) Take any remedial actions necessary to prevent or mitigate recurrences.

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## 3.8 WAYSIDE SYSTEMS

### 3.8.1 AT SCENE PROCEDURES

Upon arrival at the accident scene, the responding Wayside Systems representatives shall report to the OSC and shall be responsible for the following tasks as applicable:

- a) Inspect the integrity of infrastructure and systems as it pertains to their discipline.
- b) Make and implement recommendations to the OSC in regard to their specialty, for expediting restoration of normal revenue service.


### 3.8.2 FOLLOW UP ACTIVITIES

As part of the follow-up activities, the Wayside Systems department is responsible for:

- a) Document the findings from the accident and any repairs performed on any components or systems.
- b) Providing previous inspection and maintenance activity records on Wayside Systems equipment that are applicable to the incident, such as Preventative Maintenance (PM) records for warning devices for accidents at a grade crossing, or PM records for track for a mainline derailment.



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## 3.9 Accident Reporting Requirements

The safety department will submit one of three types of accident/incident reports to the CPUC as follows:


For security related events and evacuations due to a bomb threat, small trash can or debris fires, smoking brakes, false gas alarms, suspicious package etc. *that do not constitute a real potential danger to any person*, staff will submit the Incident Report prepared by the ROC.

The safety department will submit a “MAJOR EVENT REPORT” (Form B) to the CPUC within 60 days of the date of the accident for events listed in section 3.2.2 with the exception of collisions that result in non-serious injuries and non-substantial damage. The “CPUC MINOR EVENT REPORT” will be submitted within 60 days of the date of the accident for collisions that meet the exceptions. The formats for the MAJOR EVENT REPORT (Form B) and the CPUC MINOR EVENT REPORT are shown on the following pages.

### 3.9.1 Accident Reports

The Safety Department will make every attempt to collaboratively work with the CPUC regarding Commission comments and approval in compliance with General Order 164 series as it relates to submittal of Accident Reports.

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3.9.2 CPUC MINOR EVENT REPORT- Page 1 of 2

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

164-E Minor Event Report  
(7/17/2024)

## CALIFORNIA PUBLIC UTILITIES COMMISSION MINOR EVENT REPORT (Not to be used for Fatalities or Serious Injuries<sup>1</sup>)

REPORTED TO TOC (Yes  / No )

REPORTED TO NTD (Yes  / No ) (NTD #)


RAIL TRANSIT AGENCY: LACMTA		CPUC INCIDENT #:			
LOCATION:		TRAIN #: CAR(s) #:	TRAIN DIRECTION OF TRAVEL:		NO. OF NON-SERIOUS INJURIES:
LIGHTING (DAY/NIGHT/DUSK/DAWN):	WEATHER:	DATE:	TIME:	DESIGN SPEED: A/E Lines: 55 MPH B/D Lines: 70 MPH C/K Line: 65 MPH	ESTIMATED SPEED AT TIME OF EVENTS:
COMMISSION HIGHWAY-RAIL GRADE CROSSING NUMBER (IF APPLICABLE):					
COLLISION WITH A MOTOR VEHICLE		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
COLLISION WITH AN OBJECT		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
COLLISION WITH A PERSON		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
YARD DERAILMENT		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
OPERATOR'S REPORT AVAILABLE		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
SUPERVISOR'S REPORT AVAILABLE		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
GRADE CROSSING COLLISION		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
GATED CROSSING		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
TRAFFIC SIGNAL CONTROLLED CROSSING		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
UNCONTROLLED CROSSING		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
PEDESTRIAN CROSSING		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
OPERATOR TESTED FOR D&A		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
TRANSIT VEHICLE OUT OF SERVICE		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
SUBSTANTIAL DAMAGE <sup>2</sup>		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
VIDEO/AUDIO AVAILABLE FOR REVIEW		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
RULE(S) VIOLATION		YES <input type="checkbox"/>	NO <input type="checkbox"/>	N/A <input type="checkbox"/>	
TOW AWAY		TRAIN <input type="checkbox"/>	VEHICLE <input type="checkbox"/>	N/A <input type="checkbox"/>	

<sup>1</sup> Serious injury means any injury which: (1) requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes, or nose); (3) causes severe hemorrhages, nerve, muscle, or tendon damage; (4) involves any internal organ; or (5) involves second or third-degree burn(s), or any burns affecting more than 5 percent of the body surface.

<sup>2</sup> Substantial damage is any physical damage to transit or non-transit property including vehicles, facilities, equipment, rolling stock, or infrastructure.

Substantial damage includes damage which adversely affects the structural strength, performance, or operating characteristics of the vehicle, facility, equipment, rolling stock, or infrastructure requiring towing, rescue, onsite maintenance, or immediate removal prior to safe operation.

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3.9.2 CPUC MINOR EVENT REPORT– Page 2 of 2

<u>DESCRIPTION OF THE EVENTS / INVESTIGATION FINDINGS (INCLUDE PHOTOGRAPHS IF APPLICABLE):</u>			
<p><u>PROBABLE CAUSE:</u></p>          <p><u>CONTRIBUTING FACTORS:</u></p>          <p><u>RECOMMENDATIONS:</u></p>          			
CORRECTIVE ACTION PLAN: (YES <input type="checkbox"/> NO <input type="checkbox"/> )	ACTION	SCHEDULE	DEPARTMENT/INDIVIDUAL RESPONSIBLE
CPUC CAP #:			

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## PHOTOGRAPHS (IF APPLICABLE):

( Add Map )

**LA METRO**  
**MAJOR EVENT REPORT**  
**(To be used for Fatalities, Serious Injuries<sup>1</sup>, or other Non-Minor Report Requirement)**

**REPORTED TO TOC (Yes  / No )**

**REPORTED TO NTD (Yes  / No ) (NTD #)**

RAIL TRANSIT AGENCY:  LACMTA		CPUC INCIDENT #:			
LOCATION:		TRAIN #: CAR(s) #:	TRAIN DIRECTION OF TRAVEL/TRACK:	NO. OF FATALITY: NO. OF SERIOUS INJURY: NO. OF NON-SERIOUS INJURY:	
LIGHTING (DAY/NIGHT/DUSK/DAWN):	WEATHER:	DATE:	TIME:	DESIGN SPEED: A/E Lines: 55 MPH B/D Lines: 70 MPH C/K Line: 65 MPH	ESTIMATED SPEED AT TIME OF EVENTS:
COMMISSION HIGHWAY-RAIL GRADE CROSSING NUMBER (IF APPLICABLE):					
COLLISION WITH A MOTOR VEHICLE		YES <input type="checkbox"/>	NO <input type="checkbox"/>		
COLLISION WITH AN OBJECT		YES <input type="checkbox"/>	NO <input type="checkbox"/>		
COLLISION WITH A PERSON		YES <input type="checkbox"/>	NO <input type="checkbox"/>		
DERAILMENT		MAIN <input type="checkbox"/>	YARD <input type="checkbox"/>	N/A <input type="checkbox"/>	
EVACUATION FOR FIRE-LIFE SAFETY REASONS		YES <input type="checkbox"/>	NO <input type="checkbox"/>		
OPERATOR'S REPORT AVAILABLE		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
SUPERVISOR'S REPORT AVAILABLE		YES <input type="checkbox"/>	NO <input type="checkbox"/>		
GRADE CROSSING COLLISION		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
GATED CROSSING		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
IF GATED, TYPE OF GATES		2-QUAD <input type="checkbox"/>	4-QUAD <input type="checkbox"/>	N/A <input type="checkbox"/>	
TRAFFIC SIGNAL CONTROLLED CROSSING		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
UNCONTROLLED CROSSING (i.e. DWY)		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
PEDESTRIAN CROSSING		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
OPERATOR TESTED FOR D&A		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
TRANSIT VEHICLE OUT OF SERVICE		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
SUBSTANTIAL DAMAGE <sup>2</sup>		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
VIDEO/AUDIO AVAILABLE FOR REVIEW		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
THE CPUC REVIEWED RELEVANT VIDEO/AUDIO FILES		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
RTA EMPLOYEE RULE(S) VIOLATION		YES <input type="checkbox"/>	NO <input type="checkbox"/>	UNKNOWN <input type="checkbox"/>	
TRAIN/HI-RAIL HORN SOUNDED		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
TYPE OF BRAKES APPLIED (EMERGENCY/FULL-SERVICE)		EB <input type="checkbox"/>	FS <input type="checkbox"/>	N/A <input type="checkbox"/>	
TRAIN VS. PERSON INCIDENT (10-72)		SUICIDE <sup>3</sup> <input type="checkbox"/>	INTENTIONAL ACT <sup>4</sup> <input type="checkbox"/>	ATTEMPTED SUICIDE <sup>5</sup> <input type="checkbox"/>	
UNKNOWN <sup>6</sup> <input type="checkbox"/>		CRIMINAL ACT <input type="checkbox"/>	INATTENTION <input type="checkbox"/>	N/A <input type="checkbox"/>	
GENERAL ORDER 143 SERIES HOURS OF SERVICE COMPLIANT		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
ILLEGAL ELECTRONIC DEVICE OBSERVED WHILE OPERATING		YES <input type="checkbox"/>	NO <input type="checkbox"/>		UNKNOWN <input type="checkbox"/>
TOWED AWAY FROM SCENE		YES <input type="checkbox"/>	NO <input type="checkbox"/>		N/A <input type="checkbox"/>
MODE OF OPERATION	CAB SIGNAL <input type="checkbox"/>	STREET <input type="checkbox"/>	YES <input type="checkbox"/>	MTO <input type="checkbox"/>	BYPASS <input type="checkbox"/>
TYPE OF RAILWAY	STRT RNING <input type="checkbox"/>	AERIAL <input type="checkbox"/>	SUBWAY <input type="checkbox"/>	FREEWAY <input type="checkbox"/>	SEMI-EXL <input type="checkbox"/>

<sup>1</sup> Serious injury means any injury which: (1) requires hospitalization for more than 48 hours, commencing within 7 days from the date of the injury was received; (2) results in a fracture of any bone (except simple fractures of fingers, toes, or nose); (3) causes severe hemorrhages, nerve, muscle, or tendon damage; (4) involves any internal organ; or (5) involves second or third-degree burn(s), or any burns affecting more than 5 percent of the body surface.

<sup>2</sup> Substantial damage is any physical damage to transit or non-transit property including vehicles, facilities, equipment, rolling stock, or infrastructure. Substantial damage includes damage which adversely affects the structural strength, performance, or operating characteristics of the vehicle, facility, equipment, rolling stock, or infrastructure requiring towing, rescue, onsite maintenance, or immediate removal prior to safe operation.

<sup>3</sup> Official determination of suicide related fatalities are made by the coroner. Once the Coroner's report is received Metro will revise the accident report if discrepancies are found.

<sup>4</sup> Based on video or witness evidence, the incident was deemed to be an intentional self-directed act resulting in death.

<sup>5</sup> Based on video or witness evidence, the incident was deemed to be an intentional self-directed act resulting in injury.

<sup>6</sup> Based on video or witness evidence, the incident points to a possible suicide attempt although investigators could not confirm this as the cause.

**CONFIDENTIAL**

**INCIDENT SUMMARY:**

**FINDINGS:**

**INJURIES AND DAMAGE:**

**EMERGENCY RESPONSE:**

**HOURS OF SERVICE/OPERATOR'S LAST SEVEN DAYS:**

DATE	DAY OF WEEK	SIGN-ON	SIGN-OFF	TOTAL ON-DUTY HOURS
INCIDENT DATE				

**PROBABLE CAUSE:**

**CONTRIBUTING FACTORS:**

**RECOMMENDATIONS:**

<b>CORRECTIVE ACTION PLAN: (YES <input type="checkbox"/> NO <input type="checkbox"/> )</b>	<b>ACTION</b>	<b>SCHEDULE</b>	<b>DEPARTMENT/INDIVIDUAL RESPONSIBLE</b>
<b>CPUC CAP #:</b>			

**CONFIDENTIAL**

**APPENDIX A**

**DESCRIPTION OF THE INCIDENT LOCATION (INCLUDE LOCATION MAP):**

**APPENDIX B**

**PHOTOGRAPH(S)/SKETCH (IF APPLICABLE):**



**Appendix G: Bus Accident Investigation Procedures (Bus AIP)**

# THE INCIDENT INVESTIGATION & REDUCTION PROCEDURE MANUAL



**Metro**<sup>™</sup>

PREPARED BY  
*OPERATIONS CENTRAL INSTRUCTION*

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# I. INTRODUCTION

*This manual was formally known as the Accident Investigation Procedure Manual. It has been revised to increase emphasis on accident prevention and update procedures to include systems new to Metro. Changes were made with the collaborated efforts of numerous Operations personnel from the Transportation Divisions, Bus Operations Control (BOC), Operations Central Instruction (OCI), Risk Management, Corporate Safety, etc.*

Accident/Incident investigation is a fundamental element of Metro's safety program. The role of the investigation procedure is to identify, locate, and otherwise determine the root cause of the incident and reduce errors which allow accidents to occur. Reducing these system errors or conditions which allow accidents to occur is of extreme importance to every individual at Metro. At the very least, human suffering, injury, and property damage may be reduced as a direct result of the investigation process. Ultimately, it reduces expenses that need to be allocated to settle claims for injury and repair damages. These monies could otherwise be redirected to maintaining service or providing our customers and operators with a safer more effective operating environment. Reducing the conditions and causes of accidents will benefit everyone.

This manual seeks to classify accidents into two categories: **Avoidable or Unavoidable**. Accidents classified in this manual are for the purpose of establishing whether or not the operator of the Metro vehicle could have taken reasonable action to avoid an accident. The determination of ability to avoid an accident is based on standards established by the Transportation Safety Institute (TSI).

The application of these standards does not establish nor seek to establish any degree of legal liability that may or may not exist with respect to the accident. There may be occasions when an operator is not legally liable for an accident deemed to be "Avoidable."

*"AVOIDABLE" ACCIDENTS WILL BE CLASSIFIED AS SUCH ONLY AFTER AN INVESTIGATION DETERMINES THE OPERATOR OF THE METRO VEHICLE "COULD HAVE TAKEN REASONABLE ACTION THAT MAY HAVE PREVENTED THE ACCIDENT FROM OCCURRING."*

*"UNAVOIDABLE" ACCIDENTS WILL BE CLASSIFIED AS SUCH ONLY AFTER AN INVESTIGATION DETERMINES THE OPERATOR OF THE METRO VEHICLE "COULD NOT HAVE TAKEN ANY REASONABLE ACTION TO PREVENT THE ACCIDENT FROM OCCURRING."*

## II. PURPOSE

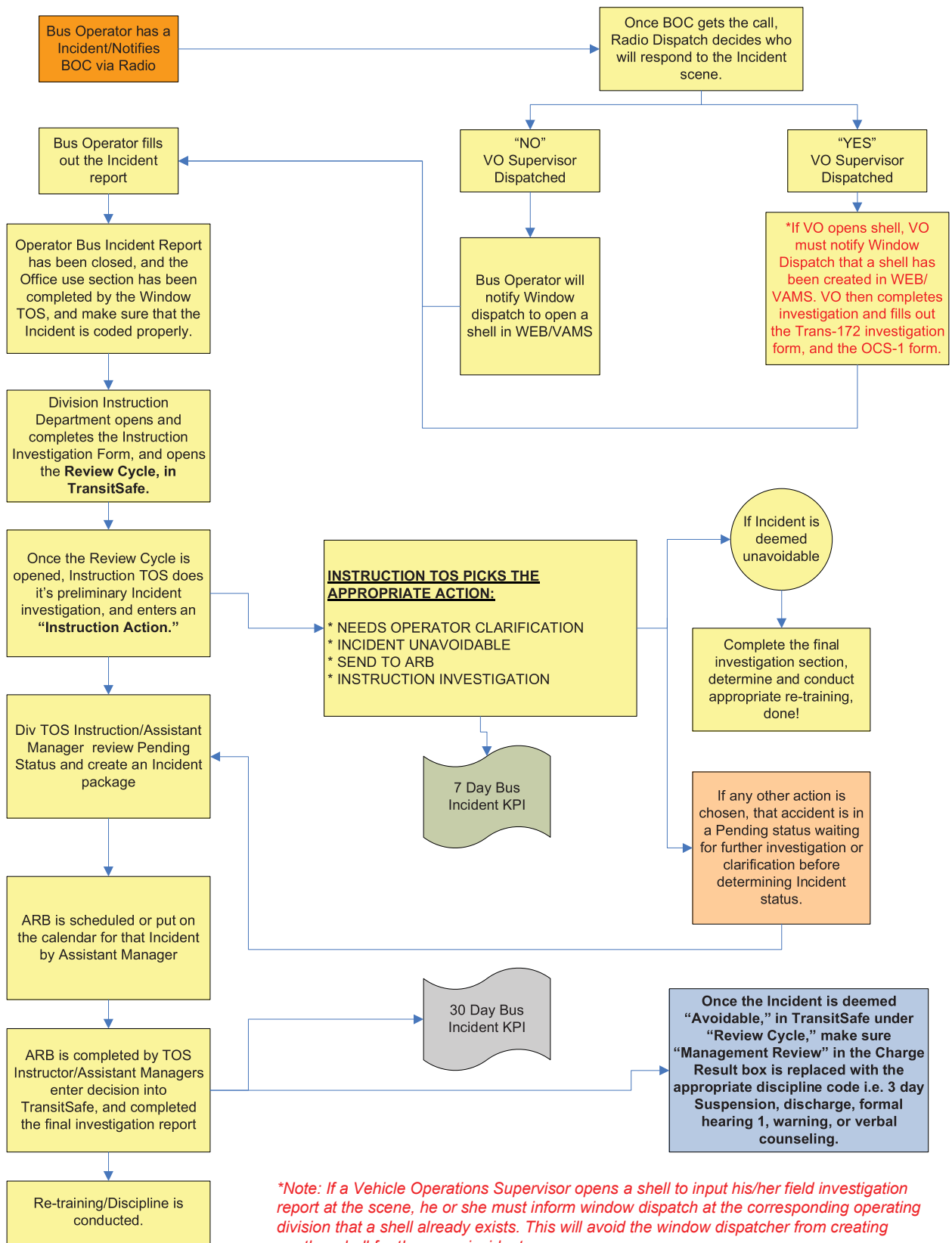
*The purpose of this manual is to establish consistent procedures to investigate accidents at all Metro Bus Operations facilities leading to the prevention of future accidents from occurring. The manual sets forth the roles and responsibilities of Metro staff at all levels. Accountability and responsibility at each step of these procedures will be essential to ensure proper investigations, training, and discipline. Most accidents investigations will be completed within 30 days and recommendations, as applicable, for prevention will be developed based on the investigation reports.*

## III. RESPONSIBILITIES

*Various corporate business units have oversight and direct accountability for the implementation of the procedures contained herein. This section of the manual defines those responsibilities.*

- 1** The Director of Corporate Safety has oversight over all accident reduction procedures. Corporate Safety will insure that strategies for accident reduction will be widely disseminated throughout the organization. It is also the responsibility of Corporate Safety to maintain the Vehicle Accident Monitoring System (WEBVAMS) and Transitsafe™. (Please see Reference document “XI-A.” Transitsafe™ Procedures).
- 2** The Director of Operations Central Instruction (OCI) has oversight of accident reduction training, the Operator’s Rulebook & SOP, and insures compliance with industry safety practices. (Please see Reference document “XI-C.” Bus Operator Rule Rulebook & SOP’s).
- 3** Transportation Managers at each division are responsible for ensuring that all accidents are investigated in accordance with the procedures set forth in this manual. They are also responsible for recommending accident reduction strategies to Corporate Safety that may arise from experience and internal investigations. It is the responsibility of each division to initiate the accident investigation procedure by entering relevant data (shell) into the Vehicle Accident Monitoring System (VAMS) which allows for the operator to complete the accident report.
- 4** Vehicle Operations (VO) has oversight over field investigation of all accidents involving Metro vehicles, property and employees. Timely submission of reports, pictures and all evidence collected at the scene is the responsibility of VO as well as a responsibility to follow up with any safety concerns identified. A VO Supervisor can initiate the shell process but must notify the effected division to avoid duplication.
- 5** Bus Operations Control (BOC) has oversight of all communication at accident scenes and coordination among multiple departments and agencies. Timely notification to VO, the affected division and any and all relevant emergency personnel is the responsibility of BOC as well as the timely and thorough documentation of the incident.

# IV. BUS INCIDENT INVESTIGATION FLOW CHART



# V. INCIDENT INVESTIGATION PROCEDURES

*The incident/accident investigation process begins when the operator reports the incident/accident to Bus Operations Control (BOC). Once notification is received, BOC notifies a VO Supervisor of the incident. The first VO Supervisor at the location is responsible for conducting the on scene investigation.*

During the operator's workday or prior to the conclusion of the workday, the operator inputs his/her incident report into Transitsafe™ at the Division. While not addressed directly here, the VO Supervisor response to the accident/incident scene is critical. The VO Supervisor must collect (but is not limited to) a statement from the operator concerning the incident, a statement from the other party if possible, photographs of the vehicles or property involved, photographs of the scene, request brake tests where appropriate, as well as interact with other local authorities and make efforts for service restoration. If necessary, the operator will be taken for a drug screen before returning to the division to complete necessary paperwork. (Please see Reference document "XI-D." for Metro's HR Drug and Alcohol Policy and Procedures.)

## V-A. WINDOW TOS DUTIES & RESPONSIBILITY

The Window Transit Operations Supervisors (TOS) are responsible for the processing of all accident/incident, and/or miscellaneous reports turned in by Division Transportation personnel. The initial copy of the Safe-3, the printed summary report, running board, copies of operator's CDL, medical card and VTT are the responsibility of the Window TOS. The Safe-3 and attendant documents must be reviewed by the Window TOS before closing the accident report in Transitsafe™. In the event the Window TOS is not able to assist the operator, the Manager or Assistant Transportation Manager must be immediately notified.

All reports of accidents/incidents must be completed and filed in Transitsafe™ on the day of occurrence, except where there is an explainable emergency that prevents the employee from completing the report on that day. Where an emergency exists and the report cannot be completed and filed as required, it must be completed at the earliest possible opportunity after the "Incident." In the event of such an emergency, the Manager or Assistant Transportation Manager must be notified immediately and the reason for the delay documented.

**ALL COMPLETED ACCIDENT / INCIDENT REPORTS ARE CONSIDERED LEGAL DOCUMENTS AND SHOULD BE VIEWED AS SUCH WHEN THE REPORT IS BEING PROCESSED TO COMPLETION.**



## WINDOW TOS MUST FOLLOW THESE PROCEDURES:

- Before any shell is created, the Window TOS must question the operator to determine whether an accident report is required. The Window TOS must create a "shell" using the VAMS system. The shell is saved and then released to either the VAMS kiosk, or desktop computer.
- Obtain and copy the employee's driver's license, VTT and medical certificate for the accident file.
- After the employee completes his/her report, the Window TOS must review the report for clarity, accuracy, and completeness, before closing it. The report is then printed and signed by the operator. **Note, "Closing" a report means that the data provided can no longer be edited by the operator or the TOS. Any changes to the data can thereafter only be input (spelling) via a supervisor form.**
- In a collision type accident, the operator must complete a diagram (page 2 of the printed report) showing the approximate location and direction of the vehicles at the time of the accident. The Window TOS must assign the proper accident code prior to closing Transitsafe™. A listing of the accident/incident codes is included in Reference document "B." Collision classification Reference Guide.
- All available courtesy cards must be attached to the package.
- The Operator's running board must also be attached to the package.
- An Equipment Damage Report (EDR) must be filed for every report regardless of accident type. This is now unnecessary. The person that does the EDR now has access to the form in Transitsafe™. We should only be inputting our data in Transitsafe™ and let maintenance finish the form, print and sign it.
- The all night Window TOS, using WEBVAMS, must print a copy of the Accident Summary report of all processed accident/incidents for the particular day and distribute to all Division Management and to the division's Instruction department.
- The Window TOS must check the sequence number and verify that all accidents were recorded and accounted for at the end of the day.

## V-B. INSTRUCTION DEPARTMENT'S TOS DUTIES & RESPONSIBILITIES

The Instruction TOS are responsible for completing a thorough investigation related to each and every incident/accident.

### INSTRUCTION TOS MUST FOLLOW THESE PROCEDURES:

- *The Instruction TOS must gather the accident/incident reports from the previous day.*
- *Prior to processing the accident/incident, the Instruction TOS must review and verify that each package contains the pertinent information necessary to begin an investigation. The accident package must include, at a minimum, all pertinent items and documents (see Appendix 1).*
- *The Instruction TOS must prepare accident packages for distribution:*
  - a. *Risk Management (located at the USG Headquarters building) gets a copy of the accident and summary report.*
  - b. *Hertz Claims Management (HCM) gets a copy of the accident, summary, and copy of witness cards (originals? We have been sending the originals to HCM. Let us know if there is a change), operator running board, copy of operator license, VTT, and Medical, and ARB results.*
  - c. *Steno gets original accident report, summary report, witness cards, operator running board, copy of operator license, VTT, and Medical, and ARB results.*
  - d. *A copy of the accident/incident summary shall be placed in the Instruction Book.*
- *After reviewing the accident/incident package, the TOS may assign a "pending" status to accidents/incidents identified as requiring additional investigation.*
- *Accident/incidents recommended for a determination of "unavoidable" must be forwarded to an Assistant Transportation Manager, as well as the Transportation Manager, if required. All pedestrian related incidents must be reviewed by the Division Transportation Manager.*
- *Unavoidable accidents/incidents must be closed out in Transitsafe™ and then sent to the Steno for filing.*
- *Accidents identified as requiring further investigation to determine a classification of "avoidable" or "unavoidable" must be forwarded to the 1st Level Accident Review Board.*
- *Instruction TOS may access the status of accident/incident reports from WEB VAMS in the exception reports. Operators who are on long term leave, for example, who cannot be interviewed within the appropriate KPI time frame will be carried in the exception report as "LTS".*
- *The Supervisory Investigation portion of the accident report must be completed in Transitsafe™. Using the following guidelines: Employee Incident Closure – 1 day; Supervisor Incident Investigation – 7 days; Investigation and Final Report – 30 days from date of accident/incident. Certain accidents/incidents shall remain open beyond 30 days pending information pertinent to make a classification. These cases include (but are not limited to) incidents involving pedestrians or severe collision incidents that require additional agency input (e.g. CHP). A notation on the exception report shall be made when the specific incident has gone beyond the 30-day standard.*

# INSTRUCTION ACCIDENT/INCIDENT INVESTIGATION

The following is an outline of the Instruction Accident/Incident Investigation Procedure:

- A. Read accident reports (making sure that it is filled out correctly). Go into Transitsafe™ (office use), fill in appropriate boxes (description of accident, supervisor's badge number, bus number, operator's seniority, etc. and appropriate code).
- B. Go into the field investigation section in Transitsafe™ print out road supervisor's report and photos if any. If not, check again in 72 hours.
- C. Print the Incident Report from BOC (from ATMS mta\_60).
- D. Go into instruction investigation; fill out the four boxes (damage to bus, injury to operator if any and the next two is vehicle code violations).
- E. Go into view fields. Scroll down and in the accident investigation box put in appropriate field (avoidable, unavoidable, send to accident review board or instruction investigation). If unavoidable fill out appropriate boxes (description of accident, facts, and actions taken).
- F. Make copies of witness cards (translate as needed). Insure that a record is created for all witness confirmation calls.
- G. Print two copies of accident report.
  - i. If the accident is unavoidable, give the original along with the two copies to Steno.
  - ii. If the accident requires further investigation, keep the original accident report. Send an email request to the BOC Assistant Manager(s) and the Assistant Transportation Manager for any DVR download request, include the date, time (30 min before and after accident time), bus number, name (operator), badge, and reason for request. (Some division staff may be able to send a fax directly to the facilities staff to perform the download without additional step for notification).
- H. Record the email request in the video log book.
- I. When DVR is received, make copy of receipt and store receipt in DVR book.
- J. Go to the video log book, label each DVR received and put the DVR in appropriate accident folder.
- K. View DVR to record the time on the video when the incident occurs. Print relevant images of the incident to include in the accident package.
- L. Go into VAMS (reports). Run an exception report, making sure that the accidents are at the bottom of report (if not the boxes were not filled out).
- M. Call witnesses. If at home or work; ask questions on witness form and get statement. If not at home or work, mark date and time called on copy of witness cards, Appendix 2.
- N. As necessary, go to the scene of accident; take photos; take measurements and make a diagram of scene. (An example of an accident scene diagram is included in Appendix 3).
- O. Print the diagram from computer program as drawn by the operator. The investigating TOS should also include an accident diagram of the scene. (See Appendix 4.)
- P. Scan and import all supporting documents in the accident package into Transitsafe™.

## VI. 1<sup>ST</sup> LEVEL ACCIDENT REVIEW BOARD

*Before any accident is assigned an “avoidable” status, a three-member, 1<sup>st</sup> Level Accident Review Board (ARB) must review it. The Board is comprised of one Instruction supervisor, one Line Instructor/Mentor and the Manager or Assistant Manager.*

Probationary operators who are involved in accidents are not taken through this process. Their accident reports are reviewed by the Instruction TOS investigating accidents, and then given to the Assistant Transportation Manager for a determination of avoidability. In some cases, further investigation may be required before any charge is made.

The purpose of the ARB is to review the accident file and interview the operator as a means of clarifying the information in his/her report, and to determine the accident’s avoidability. The review process also gives the operator an opportunity to ask questions, and to elaborate on their explanations of the “Incident”.

It is recommended that all members of an ARB have a chance to review all documentation before the actual ARB is convened. ARB members must prepare their questions and/or areas requiring clarification before participating in the ARB. By being prepared, the ARB can better ascertain the factors contributing to the incident/accident and make a better determination as to avoid ability.

After all members of the ARB have submitted their independent written decisions, the Assistant Transportation Manager has the responsibility to review the ARB’s determination and verify that all ARB members’ decisions were substantiated by their written narrative using the rules and standard operating procedures. Within fourteen (14) working days, the operator must receive a written notification of

the outcome of the ARB. If the accident was deemed avoidable, the Assistant Transportation Manager assesses discipline and schedules training following the proper guidelines outlined in this manual.

For those operators who are on extended leave, the ARB will be held as soon as possible after the operator returns back to duty.

For those operators who transfer to another division prior to the ARB, the division where the accident occurred will be the Control Division. The Control Division will be responsible to investigate and hold the ARB. It is incumbent on the Assistant Transportation Manager at the Control Division to ensure proper notification to the operator. If any discipline results, the division where the operator is working may assess the discipline provided that all documentation is provided to the new management.

## VII. 2<sup>ND</sup> LEVEL ACCIDENT REVIEW BOARD

*The Grievance Hearing Officer will allocate forty-five (45) minutes for 2nd Level Accident Review Boards. In the event parties are not adequately prepared to present their case at the time scheduled, the case may be rescheduled for a future date.*

*In order to be properly prepared at the hearing, upon receipt of the second-level hearing schedule, it is the responsibility of the Transportation Manager, Assistant Transportation Manager and respective Labor Relations Representative to meet and review cases to validate required Hearing Packet documents.*

*Two sets of Hearing Packets for each hearing should be provided to the Grievance Hearing Officer no later than one week prior to the scheduled date.*

Transportation Managers and the Labor Relations Representative should ensure that all applicable supporting documents are available for the hearing. The Hearing Packet documents may include, but are not limited to:

- 1 2<sup>nd</sup> Level Appeal Summary Letter
- 2 Notice of Hearing (if applicable)
- 3 Notice of Disciplinary Action
- 4 Notice of Training
- 5 HR Discipline, Training, Attendance, and Miss-out records
- 6 1<sup>st</sup> Level Accident Review Board Decisions & notes
- 7 Accident report (Safe 3)
- 8 Witness Cards, reports and statements
- 9 Operator's Vehicle Condition Report
- 10 Brake Inspection Report (if applicable)
- 11 Vehicle Operations Supervisor's Report (Trans 172)
- 12 Damage Assessment Report (OCS 1)
- 13 Original photos
- 14 DVR and audio or visual recordings
- 15 Accident scene diagram or sketch
- 16 Police report (if applicable)
- 17 Attending Physician Statements (if applicable)
- 18 Laboratory Reports (if applicable)
- 19 EAP or SAP referral forms (if applicable)
- 20 Additional items related to this accident

# VIII. POST ACCIDENT TRAINING

Training guidelines are established to inform and instruct employees on the proper methods to avoid collisions, passenger injuries, or pedestrian accidents. Operators involved in an accident coded Type 10 through 681 will be scheduled to receive a Line Ride within seven (7) working days of the date of the incident/accident. Accidents shall follow an 18 month training schedule established to prevent future occurrences. Training topics should include current laws and regulations, defensive driving, accident prevention, emergency procedures, or passenger loading and unloading. Lesson plans for training will be developed by OCI and monitored through the Operations Training Tracking System (OTTS).

The re-training program requires training for operators who are involved in accidents. Operators follow two separate training schedules, one for “unavoidable” accidents and one for “avoidable” accidents. Therefore, an operator who may be required to take multiple training if involved in several accidents.

**Example:**

Within 18 months, an operator is involved in 2 avoidable accidents and 2 unavoidable accidents. The operator will be required to take step 1 & 2 for unavoidable and step 1 & 2 for avoidable accidents.

## TRAINING SCHEDULE

TRAINING STEPS	UNAVOIDABLE	AVOIDABLE
1	Coaching & Counseling	One-on-One (BTW)
2	Line Ride	2 Day Classroom Instruction
3	1 Day Classroom Instruction	3 Day Combination Classroom/ BTW Instruction*
4	Line Ride with Counseling	
5	One-on-One (BTW)	
6	2 Day Classroom Instruction	
7	3 Day Combination Classroom/BTW Instruction*	
8	Executive Review	

\*Fitness for Duty must be considered.

**WHEN AN OPERATOR’S RECORD IS SUCH THAT THERE ARE A SERIES OF ACCIDENTS/INCIDENTS A “FITNESS FOR DUTY” EXAM WILL BE SCHEDULED THROUGH HUMAN RESOURCES TO EVALUATE WHETHER OR NOT THERE ARE OTHER FACTORS, E.G. FAILING PERIPHERAL VISION OR NEUROLOGICAL ISSUES THAT MAY INTERFERE WITH THE OPERATORS’ ABILITY TO PROPERLY DRIVE THE BUS.**



# IX. DISCIPLINE GUIDELINES

## A. BUS OPERATORS

The following guidelines will be followed when assessing discipline for accidents that occur within an eighteen (18) month floating period\* :

- 1<sup>ST</sup> AVOIDABLE ACCIDENT – WRITTEN WARNING
- 2<sup>ND</sup> AVOIDABLE ACCIDENT – THREE (3) DAY SUSPENSION
- 3<sup>RD</sup> AVOIDABLE ACCIDENT – FORMAL HEARING

\* If it is deemed that mitigating circumstances which indicate a variation from the above progressive discipline, management must present documentation to the employee in accordance with the Formal Hearing process.

*If after being assessed discipline for a first avoidable accident, an operator has a subsequent avoidable accident, the operator shall be assessed the next level of discipline (3 day suspension). If an operator has been assessed the second level of discipline and the operator has another avoidable accident, the operator's record will be reviewed to determine if the 3rd avoidable accident falls within 18 months of the 1st accident. If the last accident occurred within 18 months of the 1st accident, the operator is subject to a Formal Hearing. If the last avoidable accident is not within the 18 month period, the operator will only be assessed discipline for the level of discipline appropriate for the number of avoidable accidents within those 18 months.*

Mitigating circumstances are those factors which must be taken into consideration when determining the appropriate level of discipline such as:

- 1 Level of disregard for the rules and standard operating procedures
- 2 Length of service
- 3 Extent of personal injury or damage to equipment or property
- 4 Work record
- 5 Training record

*IT IS INCUMBENT UPON MANAGEMENT TO DETERMINE IF THE SEVERITY OF THE ACCIDENT WARRANTS BY PASSING ONE OR MORE STEPS, WHICH MAY RESULT IN A RECOMMENDATION FOR SEVERE DISCIPLINE UP TO AND INCLUDING DISCHARGE.*

Discipline is a process to change behavior and is not meant strictly to punish an operator for wrong-doing. It serves as a warning process in progressive steps that an operator is approaching a situation that may jeopardize his/her job. Hence, in addition to other duties being fulfilled by the Manager / Assistant Manager assessing discipline, it is imperative that the Operator be notified that this is the first, second or third avoidable accident. Should they have the next incremental accident/incident, they need to be notified, in writing, and preferably written out on the Disciplinary Action Form, that failure to improve will lead to progressive discipline up to and including discharge.

Once the determination is made to charge an operator with a specific incident, he/she should also be counseled and notified that there is an employee assistance program for issues or concerns outside of the job where someone can get help. Operators should be provided with the self-referral brochure at the time of counseling and charging for the incident. (See Section "C." below for detailed procedures).

## B. PROBATIONARY/STUDENT BUS OPERATORS

*In accordance with the Memorandum of Understanding (MOU) established by OCI for probationary/student bus operators, a three (3) day suspension will be assessed for the 1st avoidable accident. At the discretion of management, a probationary/student may be discharged after the 1st avoidable accident if deemed to be caused by gross negligence or if the accident resulted in serious injury or major damage to vehicles or property. Student/probationary bus operators will be discharged after a 2nd avoidable accident whether or not the accidents are considered to be major.*

## C. DETAILED DISCIPLINE PROCEDURES

- I. UNAVOIDABLE ACCIDENTS WILL BE SENT TO FILE & TRANSITSAFE™ SHALL BE UPDATED WITH THE RECORD OF DECISION.
- II. SUMMARY BOOK IS UPDATED:  
GREEN FOR UA AND RED FOR AVOIDABLE ACCIDENTS.
- III. BASED ON THE SERIOUSNESS OF THE ACCIDENT (FATALITY, BLATENT NEGLIGENCE, ETC.) THE OPERATOR MAY BE SUBJECT TO TERMINATION.



#### IV. ACCIDENTS TO BE CHARGED (APPLIES TO MINOR DAMAGE & POSSIBLE INJURY TYPE INCIDENTS ALONE FOR PROGRESSIVE DISCIPLINE):

##### A. Assistant Manager prepares Notice of Disciplinary Action for 1st Avoidable Accident

1. Call Operator in and insure that the operator understands the progression of discipline as described in the contract.  
*“This is your first avoidable accident in a less than 18 month period. If you have another avoidable accident in less than the 18 month period you may be subject to a possible suspension or termination depending upon the serious nature of the accident.”*
2. Assess a Warning for the first avoidable accident; update HRMIS.
3. Have the operator sign and acknowledge receipt of the discipline.
4. Set up operator for training required for the first step – 1 on 1.
5. Issue notice to mark-up and have mark-up sign that they have recorded the training.
6. Issue notice to operator and acknowledge by signing the form that the operator understands that they are required to attend the class and sign-in on the form provided at OCI. They are to be in full uniform and carry all operating credentials with them.
7. Attach to file copy of disciplinary action a copy of the HRMIS record denoting the accident.

##### B. Assistant Manager prepares Notice of Disciplinary Action for 2nd Avoidable Accident

1. Call Operator in and insure that the operator understands the progression of discipline as described in the contract.  
*“This is your second avoidable accident in a less than 18 month period. If you have another (3rd) avoidable accident in less than the 18 month period you may be removed from service and required to attend a formal hearing. The outcome of the hearing could subject you to a possible more severe suspension or termination depending upon the serious nature of the accident.”*
2. Assess a 3-day suspension for the 2nd avoidable accident; update HRMIS.
3. Have the operator sign and acknowledge receipt of the discipline.
4. Set up operator for training required for the second step – Core Driving Skills.

5. Issue notice to mark-up and have mark-up sign.
6. Issue notice to operator and acknowledge by signing the form that the operator understands that they are required to attend the class and sign-in on the form provided at OCI. They are to be in full uniform and carry all operating credentials with them.
7. Attach to file copy of disciplinary action a copy of the HRMIS record denoting the accident.
8. Identify days off and place on the "Time Off Notice Form" the badge, operator name, and number of days assessed.
  - a. Indicate that the suspension is for the 2nd avoidable accidents and indicate the date of the incident.
  - b. Spell out the day and dates off and indicate a return to work date.  
*(e.g. Tuesday April 11, 2010, Wednesday, April 12, 2010, Thursday April 13, 2010, **RETURN TO WORK** Friday, April 14).*  
*The Assistant Manager shall sign and date the time off slip.*
  - c. Have the Operator acknowledge receipt of the Time-Off Notice by placing initials under the Assistant Manager's signature.
  - d. Provide a copy and have Mark-up acknowledge receipt of the notice.

**C. Assistant Manager prepares Notice of Disciplinary Action for 3rd (or more) Avoidable Accident(s)**

1. Preparing hearing notice and follow notification and time requirements spelled out in Article 27 of the contract.
2. When issuing Notice of Formal Hearing and attached package of documentation, statement of charge, operator record, etc., make sure that the Operator's current address and phone number is recorded on the form.
3. Hold the hearing as scheduled with the UTU representative and the Operator.
4. Make the determination of the appropriate discipline to apply.

## V. APPEAL OF DECISION TO 2ND LEVEL REVIEW

**A. Operators have a right to appeal discipline applied to a second level Accident Review Board**

**B. The second level ARB comprises the charging Manager or Assistant Manager, UTU Representative, the Operator involved, and the MTA hearing officer**

**C. Hearing Appeal Letter and Material prepared by Charging Manager or Assistant Manager**

1. Notify Operator of the date that the 2nd Level Hearing is to be held. The notification should also require that the Operator fill out a miscellaneous stating whether or not they will attend the proceedings. Even though this is largely a Union responsibility it often helps in making the determination either to proceed with the hearing or to reschedule based on the expressed desire of the operator involved to attend.
2. Hearing Letter
  - a. Statement describing incident date, vehicle involved.
  - b. Include results of the First Level ARB and the rationale used by the members of the ARB.
  - c. Cite rules that were violated as part of the justification and that constitute the charge.
  - d. Indicate that staff met with the Operator, reviewed the accident and indicate why the accident was charged.
  - e. Provide the following materials as part of the package:
    - i. Copy of Operator Accident Report.
    - ii. Copy of Operator License, credentials, etc.
    - iii. Copy of paddle.
    - iv. Copy of Notice of Disciplinary Action form for this incident.
    - v. Copy of Time off.
    - vi. Notice.
    - vii. Copy of Training.
    - viii. Copy of ARB FIRST LEVEL ACCIDENT REVIEW BOARD DECISION FORM for each ARB member.
    - ix. Copy of ARB FIRST LEVEL REVIEW BOARD NOTES for each ARB member.
    - x. Copy of Notice to Operator for FIRST LEVEL ACCIDENT REVIEW BOARD.

- xi. Copy of diagrams, pictures, video, witness statements, police reports and other information gathered as a result of the investigation.
- xii. Copy of Vehicle Operations Supervisor Report.
- xiii. Copy of Operator's vehicle condition card report.
- xiv. Copy of Police Report, if available.
- xv. Copy of the Operators HRMIS record.
- xvi. Copy of the ARB Package review and cover sheet checklist.
- xvii. Copy of Equipment Damage Report, if available.

## VI. POST 2ND LEVEL ARB

- A. **Depending on the outcome of the hearing you may be sustained or the decision may be reversed.**
- B. **If the decision is reversed, update the HRMIS record as well as Transitsafe™.**
- C. **Send e-mail confirmation to the Hearing Officer that the change has been made. Retain a copy of the transmittal for your record.**

## X. KEY TERMS

For a complete listing of transit terms refer to the Bus Operator Rulebook & SOPs.

### **ACCIDENT:**

An unplanned incident involving Metro vehicles, property, or employees that results in actual or potential damage to people, property, or vehicles (e.g. collisions, passenger injuries, pedestrian injuries).

### **AVOIDABLE:**

An accident that is classified as such only after an investigation determines the operator of the Metro vehicle could have taken reasonable action that may have prevented the accident from occurring in accordance with Metro's established rules, SOPs, and policies.

### **BUS OVER LINE (BOL):**

A Metro training practice of providing directions and safety information to the bus operators on established routes for the purpose of qualifying them on the route/line.

**COLLISION:**

An accident involving a Metro vehicle and other vehicles, property, or pedestrians.

**DEFENSIVE DRIVING TRAINING:**

Training aimed at providing information about the methods to avoid accidents by anticipating unforeseen incidents.

**INCIDENT:**

(See the definition for Accident).

**LINE RIDE:**

A method used by Certified Instructors to observe, instruct, and document bus operators' performance while in revenue service.

**1 ON 1 TRAINING:**

A training method of observation and training by Certified Instructors to evaluate and provide instruction to bus operators while operating a bus.

**UNAVOIDABLE:**

An accident that could not have been prevented by reasonable actions.

## XI. REFERENCES

- A. Transitsafe™ procedures
- B. Collision Classification Reference Guide
- C. Bus Operator Rulebook & SOPs
- D. HR Drug & Alcohol Policy

## XII. ATTACHMENTS

- A. Important Forms

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## Appendix H: Rail Transportation Instruction Training Matrix



COURSE TITLE	ATTENDEES	COURSE DESCRIPTION	LEARNING OBJECTIVES	DURATION	FREQ.	COURSE MANDATE
<b>GENERAL CLASSES</b>						
New Equipment/System Training	Train Operators/ RTOS'	Introduction to new equipment, system extensions, system modifications, new lines, procedural changes, etc.	Training includes: <ul style="list-style-type: none"> <li>• Identification of new or modified function, equipment or procedure certification</li> </ul>	Dependent on scope of new systems, equipment and procedures	One Time	Additional Qualification  <b>Prerequisite:</b> Prior certification on line, vehicle or pre-modified equipment
Post-Accident/ Incident	Train Operators/ RTOS'	Job specific training focuses on the incident or accident.	Retraining may include: <ul style="list-style-type: none"> <li>• Equipment Operation</li> <li>• Rules and Procedures Mainline/Yard Operation</li> </ul>	2 – 8 Hours	One Time	Verification of Rules and SOP's
ProTran	Rail Personnel/ Contractors	Train employees on ProTran equipment and requirements.	Training includes: <ul style="list-style-type: none"> <li>• Equipment &amp; Set Up</li> <li>• Rules and Procedures</li> </ul>	1 Hour	One Time	Required to emphasize Metro's Rules & SOP's
Radio Class	Rail Personnel/ Contractors	Train personnel to communicate with the Proper Authority.	Training includes: <ul style="list-style-type: none"> <li>• Equipment</li> <li>• Rules &amp; Procedures</li> <li>• Practical exercise</li> </ul>	1 Hour	One Time	Rule Adherence
Rail System Safety, LR & HR	Rail Employees, Contractors, Outside Agencies	Safety training for personnel working within the Metro Rail System on Light and Heavy Rail lines. Training may be incorporated into other training programs.	Training includes: <ul style="list-style-type: none"> <li>• Rules &amp; Procedures</li> <li>• Electronic Device Policy</li> <li>• High voltage hazards</li> <li>• Personnel on the ROW</li> <li>• Terrorism awareness</li> <li>• Vehicle movement</li> </ul>	2 Hours	Once every 24 months	Required by CPUC, GO 143-B, Section 13.03
Rail Transit Sustainability (RTS)	Train Operators and RTOS'	Training review of rules and procedures for Train Operator Certification and DOT Verified (VTT) compliance and Sustaining safe operations in Rail Transit delivery.	Review of rules, procedures & policies: <ul style="list-style-type: none"> <li>• Rail Safety &amp; WWP</li> <li>• Electronic Video Monitoring</li> <li>• Rail Signal compliance</li> <li>• ADA, Customer Service</li> <li>• Defensive Operation</li> <li>• Vehicle Troubleshooting</li> </ul>	8 Hours	Annual	Train Operator Recertification and DOT BP License Requirement and CEO mandated safety training.  <b>Prerequisite:</b> Train Operator Certification

COURSE TITLE	ATTENDEES	COURSE DESCRIPTION	LEARNING OBJECTIVES	DURATION	FREQ.	COURSE MANDATE
Rail Transit Training	Train Operators and RTOS'	Training review of rules and procedures for Train Operator Certification and DOT verified (VTT) compliance.	Review of rules, procedures & policies: <ul style="list-style-type: none"> <li>• Rail Safety, WWP</li> <li>• ADA, Customer Service</li> <li>• Defensive Operation</li> <li>• Vehicle Troubleshooting</li> <li>• 1-on-1 as needed</li> </ul>	8 Hours	As approved by RTI Director	Train Operator Recertification and DOT BP License Requirement  <b>Prerequisite:</b> Train Operator Certification
Remedial Training	Train Operators and RTOS'	To review procedures and functions of current job function. Emphasize areas of deficiency.	Training includes: <ul style="list-style-type: none"> <li>• Overview of job responsibilities</li> <li>• Monitor and Evaluate for job proficiency</li> <li>• Retrain and Test</li> </ul>	4 hours – 5 days	As Requested	Additional Qualification
Return To Work (RTW)	Train Operators and RTOS'	Training review of rules, procedures and responsibilities of job specification.	Training may include: <ul style="list-style-type: none"> <li>• Physical Agility</li> <li>• Sign-for documents</li> <li>• Rules and Procedures</li> <li>• Train &amp; Yard Operation</li> <li>• Vehicle Troubleshooting</li> <li>• Signal Test</li> <li>• Classroom, OJT</li> </ul>	Abs 60 Days = 8 hrs.  Abs 90 Days = 16 hrs.  Abs > 90 days = 1 – 3 weeks	One Time	RTOS or Train Operator Recertification  <b>Prerequisite:</b> RTOS or Train Operator certification
Rule Book	Rail Personnel	Introduction to the Metro Rail System Book of Operating Rules and Procedures for new rail employees.	Review rules and procedures; rule book format; emphasis on rail employee responsibility and safety. How to properly update rule book and procedures.	1 Hour	One Time	Rule Adherence
Wayside Worker Protection (WWP)	All Wayside Employees (Employees, Contractors and Outside Agencies)	Safety training for personnel working on the ROW of any Metro Rail Line. Training may be incorporated into other training programs.	Training includes: <ul style="list-style-type: none"> <li>• Rules and procedures</li> <li>• Protection of personnel from vehicle movement</li> <li>• Hand/Audible Signals</li> <li>• Types of On-Track Protection</li> <li>• Flag set-up</li> <li>• Documentation</li> </ul>	4 hours	Once	Required by CPUC, GO 175  <b>Prerequisite:</b> Rail System Safety LR & HR

COURSE TITLE	ATTENDEES	COURSE DESCRIPTION	LEARNING OBJECTIVES	DURATION	FREQ.	COURSE MANDATE
Wayside Worker Protection Recertification	All Wayside Employees (Employees, Contractors and Outside Agencies)	Safety training for personnel working on the ROW of any Metro Rail Line. This includes renewal of Rail System Safety Certification.	Training includes: <ul style="list-style-type: none"> <li>• Rules and procedures</li> <li>• Protection of personnel from vehicle movement</li> <li>• Hand/Audible Signals</li> <li>• Types of On-Track Protection</li> <li>• Flag set-up</li> <li>• Documentation</li> <li>• Rail System Safety</li> </ul>	4 hours	Once every 24 months	Required by CPUC, GO 175  <b>Prerequisite:</b> Rail System Safety LR/HR and Wayside Worker Protection Certification
<b>CCTV OBSERVERS</b>						
Closed Circuit Television Observers Basic Training (CCTV BASIC)	CCTV Observers/ CCTV Observer Supervisors	Train new CCTV Observers in required job functions.	Training includes: <ul style="list-style-type: none"> <li>• Station Familiarization</li> <li>• Safety Hazards</li> <li>• Rules and SOPs</li> <li>• Emergency Notifications</li> <li>• Station Familiarization</li> <li>• ROC Equipment Training</li> </ul>	5 Weeks Total  2 weeks (class & field)  3 weeks (OJT)	One Time	CCTV Observer Certification  <b>Prerequisite:</b> NONE
<b>FIRST RESPONDERS</b>						
Fire Department Safety Training	Fire Department Personnel	Rail familiarization for Fire Department personnel.	Training includes: <ul style="list-style-type: none"> <li>• Rail System Safety</li> <li>• Emergency Procedures</li> <li>• Agency Notification</li> <li>• Vehicle training</li> <li>• May include Station &amp; EMP training</li> </ul>	4 – 8 Hours	One Time	Rail Familiarization
Law Enforcement Safety Training	Law Enforcement Personnel: LAPD, LASD, LBPD	Rail familiarization for Law Enforcement personnel.	Training includes: <ul style="list-style-type: none"> <li>• Rail System Safety</li> <li>• Emergency Procedures</li> <li>• Agency Notification</li> <li>• Approved videos of past incidents</li> <li>• May include vehicle &amp; station familiarization</li> </ul>	4 – 8 Hours	One Time	Contract & Safety Requirements

COURSE TITLE	ATTENDEES	COURSE DESCRIPTION	LEARNING OBJECTIVES	DURATION	FREQ.	COURSE MANDATE
<b>RTOS - GENERAL</b>						
RTOS Basic Training	New RTOS	Train new RTOS with the basic concepts and responsibilities on being a supervisor.	Training includes: <ul style="list-style-type: none"> <li>• RTOS Expectations</li> <li>• Metro Policies</li> <li>• Training Requirements</li> <li>• System Access/E-mail</li> </ul>	1 Week	One Time	Additional Qualification
Technical Field Training (TFT)	New RTOS	Provide RTOS with system and equipment familiarization on all Metro Rail Lines.	Training includes: <ul style="list-style-type: none"> <li>• Equipment &amp; Systems</li> <li>• EMP/Ventilation</li> <li>• Classroom and field</li> </ul>	2 Weeks	One Time	Prerequisite for RTOS Basic classes  <b>Prerequisite: NONE</b>
<b>RTOS - CONTROLLER</b>						
Controller Basic, Core Training	RTOS	Train new Controllers for the Blue/Expo, Gold, Green, Crenshaw or Red Line.	Training Includes: <ul style="list-style-type: none"> <li>• Rules and Procedures</li> <li>• Equipment &amp; Systems</li> <li>• Mainline Operation</li> <li>• Failure Management</li> <li>• Emergency Response</li> <li>• Notification &amp; Documentation</li> <li>• Traction Power</li> <li>• WWP</li> </ul>	2 Weeks	One Time	Prerequisite for Controller Certification  <b>Prerequisite: Technical Field Training (TFT)</b>
Controller Basic, OJT Training	RTOS	Train new Controllers with hands on experience by working 1-on-1 with a Certified Controller.	Training Includes: <ul style="list-style-type: none"> <li>• Comm. Control exp.</li> <li>• Train Control</li> <li>• Failure Management</li> <li>• Setting on/off Hi-Rails</li> <li>• Documenting all work at the console</li> <li>• Implementing WWP</li> <li>• Traction Power Procedures</li> <li>• Ventilation Procedures</li> <li>• Line Specific training</li> </ul>	8 Weeks	One Time	Controller Certification (On 1 Line)  <b>Prerequisite: Controller Basic, Core Training</b>

COURSE TITLE	ATTENDEES	COURSE DESCRIPTION	LEARNING OBJECTIVES	DURATION	FREQ.	COURSE MANDATE
Controller Cross Training, Blue/Expo Line or Gold Line	Controller	Train a qualified Controller on the Blue/Expo or Gold Line.	Training includes: <ul style="list-style-type: none"> <li>• SCADA system</li> <li>• Train Routing</li> <li>• Equipment &amp; Systems</li> <li>• Ventilation Response</li> <li>• Alarm Response</li> </ul>	3 Weeks	One Time	Blue/Expo Line or Gold Line Controller Certification  <b>Prerequisite:</b> Current Controller Certification
Controller Cross Training, Green Line	Controller	Train a qualified Controller on the Green Line.	Training includes: <ul style="list-style-type: none"> <li>• SCADA system</li> <li>• CTC System</li> <li>• Train Routing</li> <li>• Equipment &amp; Systems</li> <li>• Alarm Response</li> </ul>	2 Weeks	One Time	Green Line Controller Certification  <b>Prerequisite:</b> Current Controller Certification
Controller Cross Training, Crenshaw Line	Controller	Train a qualified Controller on the Crenshaw Line.	Training includes: <ul style="list-style-type: none"> <li>• SCADA system</li> <li>• Train Routing</li> <li>• Equipment &amp; Systems</li> <li>• Ventilation</li> <li>• ONYX Fire Life Safety</li> <li>• Alarm response</li> </ul>	2 Weeks	One Time	Crenshaw Line Controller Certification  <b>Prerequisite:</b> Current Controller Certification
Controller Cross Training, Red/Purple Line	Controller	Train a qualified Controller on the Red/Purple Line.	Training includes: <ul style="list-style-type: none"> <li>• TRACS system</li> <li>• Train Routing</li> <li>• Equipment &amp; Systems</li> <li>• Ventilation</li> <li>• Fire Life Safety</li> <li>• Alarm response</li> </ul>	4 Weeks	One Time	Red Line Controller Certification  <b>Prerequisite:</b> Current Controller Certification
Controller Recertification	Controller	Review procedures and functions of RTOS Controller.	Review & Test: <ul style="list-style-type: none"> <li>• Controller SOP's</li> <li>• Equipment &amp; Systems</li> <li>• Failure Management</li> <li>• Emergency Response</li> </ul>	4 – 8 Hours	Once Every 2 Years	Controller Certification  <b>Prerequisite:</b> Previously Certified Controller

COURSE TITLE	ATTENDEES	COURSE DESCRIPTION	LEARNING OBJECTIVES	DURATION	FREQ.	COURSE MANDATE
<b>RTOS- FIELD</b>						
Field Supervisor Training	RTOS	Train RTOS on duties of Field Supervision and familiarization with Metro System.	Training includes: <ul style="list-style-type: none"> <li>• Field Supervisor SOP's</li> <li>• Equipment &amp; Systems</li> <li>• EMP/Ventilation</li> <li>• Elevators/Escalators</li> <li>• Mainline Response</li> <li>• 1-on-1 w/Instructor &amp; OJT</li> </ul>	1 Week OJT per line	One Time	Field Supervisor Certification  <b>Prerequisite:</b> Technical Field Training (TFT)
<b>RTOS - YARD</b>						
Yard Controller, Basic Training	RTOS	Train RTOS on duties and responsibilities of Yard Controller.	Training Includes: <ul style="list-style-type: none"> <li>• Rules and Procedures</li> <li>• Equipment &amp; Systems</li> <li>• Failure Management</li> <li>• HASTUS</li> <li>• Emergency Response</li> <li>• WWP</li> <li>• Notification &amp; Documentation</li> </ul>	1 Week		Yard Controller Certification  <b>Prerequisite:</b> Technical Field Training (TFT)
Yard Controller, HASTUS Training	RTOS	Train RTOS on basics of HASTUS.	Training includes: <ul style="list-style-type: none"> <li>• Icons &amp; Functions</li> <li>• Processing an absence</li> <li>• Splitting an assignment</li> <li>• Processing OT &amp; miss outs</li> <li>• Printing reports for pay package</li> </ul>	1 Week	One Time	Additional Qualification
Yard Controller – Windows Training	RTOS	Train RTOS on duties and responsibilities of Yard Controller.	Training includes: <ul style="list-style-type: none"> <li>• Yard Operations</li> <li>• Implementing Yard Allocation</li> <li>• 1-on-1 with OJT</li> </ul>	6-8 Weeks	One Time	Yard Controller Windows Certification <b>Prerequisite:</b> Yard Controller, Basic Training
Yard Controller – Mark-Up Training	RTOS	Train RTOS on duties of Mark-Up.	Training includes: <ul style="list-style-type: none"> <li>• Marking the Board</li> <li>• HASTUS</li> <li>• 1-on-1 with OJT</li> </ul>	3 Weeks	One Time	Yard Controller Mark-Up Certification <b>Prerequisite:</b> Yard Controller Windows Certification

COURSE TITLE	ATTENDEES	COURSE DESCRIPTION	LEARNING OBJECTIVES	DURATION	FREQ.	COURSE MANDATE
<b>TRAIN OPERATOR</b>						
Train Operator Basic, Core Training	Train Operator	Prepare Bus Operators and RTOS to operate rail vehicles on the Metro Rail System.	Training includes: <ul style="list-style-type: none"> <li>• Rules and Procedures</li> <li>• System Familiarization</li> <li>• Signal Systems</li> <li>• Rail System Safety LR &amp; HR</li> <li>• WWP</li> <li>• Tour of Mainline</li> <li>• TSI &amp; Metro Online Training</li> </ul>	4 Weeks	One Time	Prerequisite for Train Operator Certification  <b>Prerequisite: NONE</b>
Train Operator Basic, Blue Line	Train Operator	Train student Train Operators and RTOS to operate LRV's on the Metro Blue Line.	Training includes: <ul style="list-style-type: none"> <li>• Train Operator SOP's</li> <li>• Yard/Line Familiarization</li> <li>• Vehicle equipment (3 Vehicles)</li> <li>• Troubleshooting</li> <li>• Defensive Operations</li> <li>• Yard/Mainline Operation</li> <li>• 1-on-1 w/Instructor for 5-10 hours of operating time</li> <li>• 1-on-1 w/Line Instructor for 40 hours of operating time</li> </ul>	6 Weeks Total  2 Weeks (Classroom)  4 Weeks (1-on-1 OJT)	One Time	Train Operator Blue Line Certification  <b>Prerequisite:</b> Train Operator Basic - Core
Train Operator Basic, EXPO Line	Train Operator	Train student Operators and RTOS to operate LRV's on the Metro Rail EXPO Line.	Training includes: <ul style="list-style-type: none"> <li>▪ Train Operator SOP's</li> <li>▪ Yard/Line Familiarization</li> <li>▪ Vehicle equipment (3 vehicles)</li> <li>▪ Troubleshooting</li> <li>▪ Defensive Operations</li> <li>▪ Yard/Mainline operation</li> <li>▪ 1-on-1 w/Rail Instructor for 5-10 hours of operating time</li> <li>▪ 1-on-1 w/Line Instructor for 40 hours of operating time</li> </ul>	6 Weeks Total  2 Weeks (Classroom)  4 Weeks (1-on-1 OJT)	One Time	Train Operator Expo Line Certification  <b>Prerequisite:</b> Train Operator Basic - Core

COURSE TITLE	ATTENDEES	COURSE DESCRIPTION	LEARNING OBJECTIVES	DURATION	FREQ.	COURSE MANDATE
Train Operator Basic, Green Line	Train Operator	Train student Operators and RTOS to operate LRV's on the Metro Rail Green Line.	Training includes: <ul style="list-style-type: none"> <li>▪ Train Operator SOP's</li> <li>▪ Yard/Line Familiarization</li> <li>▪ Vehicle equipment (2 vehicles, ATO/MTO)</li> <li>▪ Troubleshooting</li> <li>▪ Defensive Operations</li> <li>▪ Yard/Mainline operation</li> <li>▪ 1-on-1 w/Rail Instructor for 5-10 hours of operating time</li> <li>▪ 1-on-1 w/Line Instructor for 40 hours of operating time</li> </ul>	6 Weeks Total 2 Weeks (Classroom) 4 Weeks (1-on-1 OJT)	One Time	Train Operator Green Line Certification  <b>Prerequisite:</b> Train Operator Basic - Core
Train Operator Basic, Gold Line	Train Operator	Train student Operators and RTOS to operate LRV's on the Metro Rail Gold Line.	Training includes: <ul style="list-style-type: none"> <li>▪ Train Operator SOP's</li> <li>▪ Yard/Line Familiarization</li> <li>▪ Vehicle equipment (2 vehicles)</li> <li>▪ Troubleshooting</li> <li>▪ Defensive Operations</li> <li>▪ 2 Yards/ Mainline operation</li> <li>▪ 1-on-1 w/Rail Instructor for 5-10 hours of operating time</li> <li>▪ 1-on-1 w/Line Instructor for 40 hours of operating time</li> </ul>	6 Weeks Total 2 Weeks (Classroom) 4 Weeks (1-on-1 OJT)	One Time	Train Operator Gold Line Certification  <b>Prerequisite:</b> Train Operator Basic - Core
Train Operator Basic, Crenshaw Line	Train Operator	Train student Operators and RTOS to operate LRV's on the Metro Rail Crenshaw Line.	Training includes: <ul style="list-style-type: none"> <li>▪ Train Operator SOP's</li> <li>▪ Yard/Line Familiarization</li> <li>▪ Vehicle equipment (2 vehicles)</li> <li>▪ Troubleshooting</li> <li>▪ Defensive Operations</li> <li>▪ Yards/ Mainline operation</li> <li>▪ 1-on-1 w/Rail Instructor for 5-10 hours of operating time</li> <li>▪ 1-on-1 w/Line Instructor for 40 hours of operating time</li> </ul>	6 Weeks Total 2 Weeks (Classroom) 4 Weeks (1-on-1 OJT)	One Time	Train Operator Crenshaw Line Certification  <b>Prerequisite:</b> Train Operator Basic - Core



COURSE TITLE	ATTENDEES	COURSE DESCRIPTION	LEARNING OBJECTIVES	DURATION	FREQ.	COURSE MANDATE
Train Operator Basic, Red/Purple Line	Train Operator	Train student Operators and RTOS to operate HRV's on the Metro Rail Red Line.	Training includes: <ul style="list-style-type: none"> <li>▪ Train Operator SOP's</li> <li>▪ Yard/Line Familiarization</li> <li>▪ Vehicle equipment (1 vehicle, ATO/MTO)</li> <li>▪ Troubleshooting</li> <li>▪ Defensive Operations</li> <li>▪ Yard/ Mainline operation</li> <li>▪ 1-on-1 w/Rail Instructor for 5-10 hours of operating time</li> <li>▪ 1-on-1 w/Line Instructor for 40 hours of operating time</li> </ul>	6 Weeks Total 2 Weeks (Classroom) 4 Weeks (1-on-1 OJT)	One Time	Train Operator Red Line Certification <b>Prerequisite:</b> Train Operator Basic - Core
Train Operator Cross Training	Train Operator	To train operators who transfer to another rail line.	Training is line specific: <ul style="list-style-type: none"> <li>• Rules &amp; procedures</li> <li>• Vehicle Equipment</li> <li>• Yard Operation</li> <li>• Mainline Operation</li> </ul>	2 – 4 Weeks	One Time	Train Operator Line Certification <b>Prerequisite:</b> Train Operator Basic - Core
Vehicle Troubleshooting	Train Operator	Review troubleshooting techniques. Training may be one on one or incorporated into a class.	Training includes: <ul style="list-style-type: none"> <li>• Vehicle features</li> <li>• Indications</li> <li>• Troubleshooting</li> </ul>	2 – 4 Hours	As Needed	Vehicle Certification
Line Instructor Program (LIP)	Train Operator	Train a qualified Train Operator on duties and responsibilities of a Line Instructor.	Training includes: <ul style="list-style-type: none"> <li>• ARB Training</li> <li>• How to perform evaluations</li> <li>• Report writing</li> <li>• Review of Rules &amp; SOPs</li> <li>• Troubleshooting techniques</li> <li>• How to Instruct effectively</li> </ul>	1 week	One Time	Line Instructor <b>Prerequisite:</b> Previously certified Train Operator

COURSE TITLE	ATTENDEES	COURSE DESCRIPTION	LEARNING OBJECTIVES	DURATION	FREQ.	COURSE MANDATE
WAYSIDE						
Hi-Rail Certification Course	All Wayside employees who operate or pilot Hi-Rail vehicles or On Track Equipment	Train Operator certification for Hi-Rail vehicles.	Train new Hi-Rail operator on: <ul style="list-style-type: none"> <li>• Rules &amp; Procedures</li> <li>• Safety Recertification</li> <li>• Mainline Operation</li> <li>• Radio Communications</li> <li>• Manual Block Procedures</li> <li>• Signal Training</li> <li>• Wayside Worker Protection</li> </ul>	16 Hours	One Time	Hi-Rail Train Operator Certification  <b>Prerequisite:</b> None
Hi-Rail Recertification Course	All Wayside employees who operate or pilot Hi-Rail vehicles or On Track Equipment	Train Operator recertification for Hi-Rail Vehicles.	Train includes: <ul style="list-style-type: none"> <li>• Rules &amp; Procedures</li> <li>• Safety Recertification</li> <li>• Radio Communications</li> <li>• Manual Block</li> <li>• Wayside Worker Protection</li> <li>• Signals review &amp; test</li> </ul>	8 Hours	Once Every 24 months	Hi-Rail Operator Recertification  <b>Prerequisite:</b> Hi-Rail Certification

**Appendix I: Operations Central Instruction Training Matrix**

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## Operations Central Instruction Training Matrix

ATTENDEES	COURSE TITLE	COURSE DESCRIPTION	LEARNING OBJECTIVES	DURATION	FREQ.	COURSE MANDATE
New Hire PT/FT Bus Operators	Basic Training	Train new Bus Operators to Obtain CDL Class BP Prepares bus operators to operate on the Metro Bus System	Training includes: <ul style="list-style-type: none"> <li>• Classroom Instruction</li> <li>• CDL Training</li> <li>• Behind the Wheel-On Street</li> <li>• Route Training</li> <li>• Rule and SOPs</li> <li>• Vehicle, Defensive Driving</li> <li>• Bus Equipment Training</li> </ul>	6 weeks OCI  4 to 5 Weeks Division Line Instruction	One Time	Certification Course Basic Training Program Prerequisite: CDL Class BP Permit
Full Time Bus Operators	Post- Accident/Incident	Job specific training focuses on the incident or accident	Training includes: <ul style="list-style-type: none"> <li>• Classroom Instruction</li> <li>• Behind the Wheel-On Street</li> <li>• Rule and SOPs</li> <li>• Vehicle, Defensive Driving</li> <li>• Bus Equipment Training</li> </ul>	1 to 5 Days	As Needed	Verification of Rules and Operation Prerequisite: Bus Operator Certification
Line Instructors Bus Operators Only	Line Instructor Basic Training	DOT Instruction Certification Course for Bus Operators	Training includes: <ul style="list-style-type: none"> <li>• Classroom Instruction</li> <li>• Instructing Behind the Wheel</li> <li>• Instructing on Route Training</li> <li>• Instructing Bus Equipment</li> <li>• Vehicle, Defensive Driving Skills</li> <li>• Acquire DOT &amp; OCI Certification</li> </ul>	6 Weeks	One Time	DOT Transportation Safety Institute & OCI Certification Course Prerequisite: 5years Bus Operator Experience
Bus Operator Return to Work (STS)&(LTS)	Bus Recertification/ Return To Work	Training review of rules, procedures and operation for Bus operator recertification. Over a leave of 18 months or more, will return for 4-week training.	Training includes: <ul style="list-style-type: none"> <li>• Classroom Instruction</li> <li>• Behind the Wheel</li> </ul>	2-3 Weeks	One Time	Bus Operator Recertification Prerequisite: Bus Operator Certification
Bus Operator Terminated Reinstatement	Basic Training	Training review of rules and procedures for Bus Operator recertification and DOT Verified Transit Training (VTT) compliance	Training includes: <ul style="list-style-type: none"> <li>• Classroom Instruction</li> <li>• Behind the Wheel-On Street</li> <li>• Vehicle, Defensive Driving</li> <li>• Bus Equipment Training</li> </ul>	4 Weeks	One Time	Rule & Policy Adherence Prerequisite: Current CDL

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Bus Operator / Supervisors; CDL Only	Verification Transit Training Reinstatement (VTT)	Training review of rules and procedures for recertification and DOT Verified Transit Training (VTT) compliance	<ul style="list-style-type: none"> <li>• Training includes:</li> <li>• Classroom Instruction</li> <li>• Behind the Wheel on Street</li> <li>• Rules and Procedures</li> <li>• Yard Familiarization</li> </ul>	7 Days	As Needed	Rule & Policy Adherence Prerequisite: Current CDL
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## Operations Central Instruction Training Matrix

ATTENDEES	COURSE TITLE	COURSE DESCRIPTION	LEARNING OBJECTIVES	DURATION	FREQ.	COURSE MANDATE
Newly Hired Mechanics "C"  Logistics  MOW	Basic CDL Training	Train Newly Hired Mechanics "C" CDL Class AP Vehicle Familiarization	Training includes: <ul style="list-style-type: none"> <li>■ Classroom Instruction</li> <li>■ Behind the Wheel-On Street</li> <li>■ Vehicle, Defensive Driving</li> <li>■ Bus Equipment Training</li> <li>■ Obtain CDL Class AP</li> </ul>	3 Weeks  2 Weeks  2 Weeks	Once	CDL License Course Basic Training Program Prerequisite: CDL Class AP Permit
Newly Hired Service Attendants	Basic Training	Train Newly Hired Service Attendants, Vehicle Familiarization	Training includes: <ul style="list-style-type: none"> <li>■ Classroom Instruction</li> <li>■ Vehicle Equipment</li> <li>■ Behind the Wheel Yard Only</li> <li>■ Rules and Procedures</li> <li>■ Yard Familiarization</li> </ul>	3 Days	One Time	Prerequisite: Class C License Vehicle Familiarization, Rule & Policy Adherence
Goodyear Personnel Contractor	Basic Training	Train Newly Hired, Contracted for Tire Maintenance Vehicle Familiarization	Training includes: <ul style="list-style-type: none"> <li>■ Vehicle Equipment</li> <li>■ Behind the Wheel Yard Only</li> <li>■ Rules and Procedures</li> <li>■ Yard Familiarization</li> </ul>	2 days.	One Time	Prerequisite: Class C License Vehicle Familiarization, Rule & Policy Adherence

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Electrical Communications Tech (ECT) Personal	Basic Training	Job specific training focuses on Vehicle Familiarization only	<ul style="list-style-type: none"> <li>■ Training includes:</li> <li>■ Vehicle Equipment</li> <li>■ Behind the Wheel Yard Only</li> <li>■ Rules and Procedures</li> <li>■ Yard Familiarization</li> </ul>	2 Days	One Time	Prerequisite: Class C License Vehicle Familiarization Rule & Policy Adherence
METRO Paint & Body Shop Personal	Basic Training	Job specific training focuses on Vehicle Familiarization only	<ul style="list-style-type: none"> <li>■ Training includes:</li> <li>■ Vehicle Equipment</li> <li>■ Behind the Wheel Yard Only</li> <li>■ Rules and Procedures</li> <li>■ Yard Familiarization</li> </ul>	3 Days	One Time	Prerequisite: Class C License Vehicle Familiarization Rule & Policy Adherence
Rail Track & Power	Basic CDL Training	CDL Class A Vehicle Familiarization	Training includes: <ul style="list-style-type: none"> <li>■ Classroom Instruction</li> <li>■ Behind the Wheel-On Street</li> <li>■ Vehicle, Defensive Driving</li> <li>■ Obtain CDL Class A</li> </ul>	2 Weeks	One Time	CDL License Course Basic Training Program Prerequisite: CDL Class A Permit
Vault Truck Driver	Basic CDL Training	CDL Class B Vehicle Familiarization	Training includes: <ul style="list-style-type: none"> <li>■ Classroom Instruction</li> <li>■ Behind the Wheel-On Street</li> <li>■ Vehicle, Defensive Driving</li> <li>■ Obtain CDL Class B</li> </ul>	2 Weeks	One Time	CDL License Course Basic Training Program Prerequisite: CDL Class B Permit

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

## Operations Central Instruction Training Matrix

ATTENDEES	COURSE TITLE	COURSE DESCRIPTION	LEARNING OBJECTIVES	DURATION	FREQ.	COURSE MANDATE
Transportation Operations Supervisor (Division & OCI Instruction)	Instruction Basic Training/TSI Training	DOT Instruction Certification Course for Supervisors	Training includes: <ul style="list-style-type: none"> <li>• Classroom Instruction</li> <li>• Instructing Behind the Wheel</li> <li>• Instructing on Route Training</li> <li>• Instructing Bus Equipment</li> <li>• Vehicle, Defensive Driving Skills</li> <li>• Acquire DOT &amp; OCI Certification</li> <li>• VTT Desk</li> <li>• VTT Records</li> <li>• Accident Investigation</li> <li>• Transit Safe &amp; VAMS</li> <li>• Logs</li> </ul>	14 Weeks	One Time	Supervisor Certification Prerequisite: 5years Bus Operator Experience
Vehicle Operations Supervisors (VO)  Rail TOS	DOT/TSI Fundamentals Bus Collision Investigation	Train new TOS VO to perform accident investigation and function as On-Scene Coordinators	Training includes: <ul style="list-style-type: none"> <li>• Classroom Instruction</li> <li>• Field Supervisor Procedures</li> <li>• Review of Control Priorities</li> <li>• Report Writing w/ Diagram</li> <li>• Practical Exercise</li> </ul>	2 Weeks  1 Week	One Time	Supervisor Certification Prerequisite: None

Appendix J: State Safety Oversight Elements within PTASP



<b>Appendix J: State Safety Oversight Elements within PTASP</b>		
	<b>Element</b>	<b>Section</b>
1	<b>Policy Statement</b>	<b>Metro PTASP Policy Statement</b>
2	<b>Goals and Objectives</b>	<b>Metro PTASP Policy Statement &amp; 1.3 Safety Goals</b>
3	<b>Management Structure</b>	<b>Appendix A/B: Metro and Operations Organization Chart</b>
4	<b>PTASP changes</b>	<b>673.11 (5) Review and Update of PTASP</b>
5	<b>Implementing the PTASP</b>	<b>Metro PTASP Policy Statement</b>
6	<b>Hazard Management Program</b>	<b>673.25 Safety Risk Management</b>
7	<b>System Modification Review and Control</b>	<b>673.27(c) Management of Change</b>
8	<b>Safety Certification</b>	<b>673.27(c) Management of Change</b>
9	<b>Safety Data Acquisition / Analysis</b>	<b>673.27(b)(4) Internal Safety Reporting Program Monitoring</b>
10	<b>Accident Notification, Investigation, and Reporting</b>	<b>Appendix F: Rail Accident Investigation Procedures</b>
11	<b>Emergency Management Program</b>	<b>673.11(6) Emergency Management Program</b>
12	<b>Internal Safety Review</b>	<b>673.27(b) Safety Performance Monitoring and Measurement</b>
13	<b>Rules / Procedures Compliance</b>	<b>673.29(a) Safety Training Program</b>
14	<b>Facility Inspections</b>	<b>673.27(b) Safety Performance Monitoring and Measurement</b>
15	<b>Maintenance Reviews / Inspections (All System &amp; Facilities)</b>	<b>Appendix E: Operations and Maintenance Departments</b>
16	<b>Training and Certification</b>	<b>673.29(a) Safety Training Program</b>
17	<b>Configuration Management</b>	<b>673.27(c) Management of Change</b>
18	<b>Safety Requirements</b>	<b>673.29(b) Safety Communication</b>
19	<b>Hazardous Materials Program</b>	<b>673.29(b) Safety Communication</b>
20	<b>Drug and Alcohol Abuse Programs</b>	<b>673.27 (b)(4) Internal Safety Reporting Program Monitoring</b>
21	<b>Procurement</b>	<b>673.25(d) Safety Risk Mitigation</b>
22	<b>Personal Electronic Devices</b>	<b>673.29(b) Safety Communication</b>
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Appendix K: (Reserved for Future Use)

**Appendix L: National Public Transportation Safety Plan**

# National Public Transportation Safety Plan

April 2024

Version 2



U.S. Department of Transportation  
Federal Transit Administration

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*The contents of this document do not have the force and effect of law and are not meant to bind the public in any way. This document is intended only to provide clarity to the public regarding existing requirements under the law or agency policies. Recipients and subrecipients should refer to FTA’s statutes and regulations for applicable requirements.*

## Executive Summary

Safety is the number one priority of the United States Department of Transportation (USDOT) and Federal Transit Administration (FTA). The purpose of the National Public Transportation Safety Plan (National Safety Plan) is to guide the national effort to manage safety risk in our nation's public transportation systems. This update continues to mature FTA's national safety program and addresses new requirements in the Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act, to further advance transit safety.

This plan supersedes the plan that FTA published in January 2017. It lays out a performance-based approach to reduce injuries and fatalities on transit systems under FTA's safety jurisdiction. This plan also supports the USDOT's long-term goal of reaching zero fatalities on America's roadways, as presented in the January 2022 [National Roadway Safety Strategy](#), by adding safety performance criteria for vehicular collisions and providing voluntary standards for bus transit.

This plan includes:

- Safety performance criteria for all recipients that must develop Agency Safety Plans under FTA's Public Transportation Agency Safety Plan (PTASP) regulation, 49 CFR part 673, including safety performance measures related to the PTASP safety risk reduction program (see Chapter II); and
- Voluntary minimum safety standards and recommended practices to support mitigation of safety risk and to improve safety performance (see Chapter III), including:
  - Recommendations issued by the National Transportation Safety Board (NTSB),
  - Recommended practices and standards developed by the transit industry, and
  - Recommended precautionary and reactive actions to ensure public and personnel safety and health during an emergency established in consultation with the Secretary of Health and Human Services.

## Introduction

Safety is the top priority of both the USDOT and the FTA. While transit is already one of the safest modes of transportation, FTA is committed to improving safety even further. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that public transportation achieves the highest practicable level of safety and is committed to the USDOT's vision of a future with zero transportation-related fatalities and the elimination of transportation-related serious injuries. Transit should be safe for the passengers using the system, the workers operating the system, and the pedestrians, bicyclists, and all other persons who interact with the system.

FTA has adopted the principles and methods of Safety Management Systems (SMS) as the basis for enhancing the safety of public transportation in the United States. FTA follows the principles and methods of SMS in its development and revision of this plan, regulations, policies, guidance, best practices, and technical assistance administered under the authority of 49 U.S.C. § 5329.

SMS is a formal, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation.<sup>1</sup> SMS includes systematic procedures, practices, and policies for managing hazards and safety risk. FTA will continue to support the transit industry's implementation of SMS and will continue to use SMS to strengthen its own safety management processes.

## Plan Overview

The purpose of the National Safety Plan is to improve the safety of all public transportation systems that receive funding under 49 U.S.C. Chapter 53. FTA uses the National Safety Plan to guide the national effort to manage safety risk in our Nation's public transportation systems. The Bipartisan Infrastructure Law, enacted as the Infrastructure Investment and Jobs Act, adds new elements that must be included in the National Safety Plan, including:

- Safety performance measures related to the PTASP safety risk reduction program;
- In consultation with the Secretary of Health and Human Services, precautionary and reactive actions required to ensure public and personnel safety and health during an emergency; and
- Consideration, where appropriate, of performance-based and risk-based methodologies.

The Bipartisan Infrastructure Law also requires that the minimum safety performance standards for public transportation vehicles used in revenue operations take into consideration, to the extent practicable, innovations in driver assistance technologies and driver protection infrastructure, where appropriate, and a reduction in visibility impairments that contribute to pedestrian fatalities.

The National Safety Plan also acknowledges recommendations made by the NTSB. Chapter III includes, to the extent practicable, voluntary minimum safety standards for public transportation

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<sup>1</sup> 49 CFR § 673.5

vehicles and transit operations that take into consideration relevant NTSB recommendations. In addition to the voluntary standards contained in the National Safety Plan, FTA is exploring expanding its regulatory framework to include potential minimum mandatory baseline standards for public transit safety and NTSB recommendations, including those relating to roadway worker protection and fatigue.

The National Safety Plan is organized into three chapters:

- **Chapter I: Keeping Safety the Top Priority** – This chapter presents FTA’s safety vision, strategic objectives, and an overview of FTA’s National Public Transportation Safety Program; and provides high-level safety performance data related to FTA safety priorities.
- **Chapter II: Safety Performance Criteria** – This chapter defines safety performance measures<sup>2</sup> for transit agencies required to establish and implement Agency Safety Plans under FTA’s PTASP regulation, 49 CFR part 673. The chapter identifies 14 safety performance measures for all modes of public transportation and presents eight safety performance measures for the PTASP safety risk reduction program for agencies that serve an urbanized area with a population of 200,000 or more.
- **Chapter III: Voluntary Minimum Safety Standards and Recommended Practices** – This chapter presents voluntary minimum safety performance standards for public transportation vehicles used in revenue operations and voluntary minimum safety standards to ensure the safe operation of public transportation systems, as well as recommended practices that may support the transit industry in assessing and mitigating safety risk and help improve safety performance.

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<sup>2</sup> In this plan FTA uses the term "performance measure" as a synonym for "performance criteria," which is used in 49 U.S.C. § 5329(b)(2).



## Chapter I: Keeping Safety the Top Priority

### FTA's Safety Vision and Strategic Objectives

FTA is committed to its vision of a better quality of life for all built on public transportation excellence and its mission of improving America's communities through public transportation. Enhancing safety by reducing safety events on the Nation's transit systems is integral to achieving this vision. The [USDOT Strategic Plan](#) establishes Safety as the top strategic goal for the Department, and emphasizes five objectives: Safe Public, Safe Workers, Safe Design, Safe Systems, and Critical Infrastructure Cybersecurity. In addition, FTA has adopted the principles and methods of SMS to achieve the highest degree of safety. The SMS approach is a formal, organization-wide approach for managing safety risk and assuring the effectiveness of safety risk mitigation.

### Areas of Safety Focus

FTA has identified the following five areas of safety focus to guide the implementation of the Federal Public Transportation Safety Program:

- **Transit's role in the community** – Public transportation is on the frontline of many of society's most challenging safety and public health issues, including the Coronavirus Disease 2019 (COVID-19) pandemic, substance abuse, mental health, homelessness, and crime. Transit also advances equity and sustainability in America's communities. Documenting and sharing lessons learned helps the transit community identify and mitigate safety risk to keep passengers and transit workers safe while also advancing opportunity and tackling climate change.
- **Shared responsibility** – Transit safety is a shared responsibility that is coordinated across stakeholders, including government at all levels, labor, industry, nonprofit and advocacy groups, researchers, and the public, to prevent fatalities and serious injuries.
- **Performance-based approach to SMS** – Setting and achieving performance targets and using performance-based standards enhances the SMS approach and supports efforts to identify and mitigate safety risk in transit systems before harmful consequences occur.
- **Data-driven decision-making** – Identifying data relevant to safety, conducting analyses, and developing data-driven conclusions strengthens both the performance of an SMS and the understanding and management of safety risk.
- **Accounting for human factors as part of safety risk mitigation** – Safety risk mitigations developed as part of an SMS should consider and address certain types of human error. This approach recognizes the role of human behavior and works to effectively reduce safety risk for passengers, transit workers, and all who encounter the system.

## The National Public Transportation Safety Program

FTA carries out its safety vision, mission, and strategic objectives through the National Public Transportation Safety Program. In 2012, the Moving Ahead for Progress in the 21st Century Act (MAP-21) amended Federal transit law by authorizing a new public transportation safety program at 49 U.S.C. § 5329. FTA's Safety Program was further strengthened in the Fixing America's Surface Transportation (FAST) Act in 2015 and, most recently, in 2021 through the Bipartisan Infrastructure Law. FTA also carries out an Alcohol and Controlled Substances Testing program under 49 U.S.C. § 5331, which was first established in law in the Omnibus Transportation Employee Testing Act of 1991.

FTA follows the principles and methods of SMS in its development and revision of regulations, policies, guidance, best practices, and technical assistance to administer its Safety Program under the authority of 49 U.S.C. § 5329. The following list identifies the main elements of FTA's Safety Program which include:

- **The National Safety Plan** establishes key safety performance measures and identifies voluntary minimum safety standards and recommended practices to mitigate safety risk and improve safety performance across the transit industry.
- **The Public Transportation Safety Certification Training Program (PTSCTP)**, described in FTA's PTSCTP regulation at [49 CFR part 672](#), establishes a curriculum and provides minimum training requirements to enhance technical proficiency for State Safety Oversight Agency personnel and contractors who conduct safety audits and examinations of rail fixed guideway public transportation systems, and for designated transit agency personnel and contractors who are directly responsible for safety oversight of a recipient's rail fixed guideway public transportation system.
- **The Public Transportation Agency Safety Plan (PTASP) Program**, described in FTA's PTASP regulation at [49 CFR part 673](#), requires certain transit agencies to develop agency safety plans and establish and implement an SMS.
- **The State Safety Oversight (SSO) Program** for rail transit agencies (RTAs), described in FTA's SSO regulation at [49 CFR part 674](#), outlines a State Safety Oversight Agency's authority to oversee rail transit agency safety performance.
- **FTA's safety oversight and enforcement authorities**, described in FTA's Public Transportation Safety Program regulation at [49 CFR part 670](#), establishes substantive and procedural rules for FTA's administration of the Safety Program. Importantly, the rule formally establishes SMS as the foundation for FTA's development and implementation of the Safety Program.

FTA's Safety Program also includes a drug and alcohol compliance program. The Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations at 49 CFR part 655, establishes programs to be implemented by employers that receive financial assistance from FTA and by contractors of those employers, that are designed to help prevent accidents, injuries, and fatalities resulting from the misuse of alcohol and use of prohibited drugs by those performing safety-sensitive functions.

In addition, FTA’s Safety Program considers how the condition of transit assets can affect safety performance. In passing MAP-21, Congress recognized the critical relationship between safety and asset condition, requiring the National Safety Plan to include the definition of state of good repair set in the rulemaking for asset management (49 U.S.C. § 5329(b)(2)(B)). The Transit Asset Management (TAM) rule at 49 CFR part 625 defines state of good repair as "the condition in which a capital asset is able to operate at a full level of performance" (49 CFR § 625.5). Both TAM and PTASP emphasize opportunities for transit agencies to share information and analyses, thereby improving decision-making agency-wide to address safety risk.

Finally, FTA’s internal Safety Risk Management (SRM) process supports FTA’s Safety Program by proactively identifying and addressing safety concerns in the transit industry. FTA uses its SRM process to assess and mitigate industry-wide safety risk using authorities specified in 49 U.S.C. § 5329. FTA also used outputs from this process to support the identification of public transportation safety priorities outlined in this National Safety Plan.

## Public Transportation Safety Data

While public transportation fatalities and injuries comprise less than one percent of total casualties on America’s surface transportation network,<sup>3</sup> transit fatalities and injuries remain a significant concern for America’s communities. Over the last six years, there has been a general increasing trend in the number and rate of major transit safety events and fatalities reported to FTA’s National Transit Database (NTD).

Between 2016 and 2021, the U.S. public transportation industry reported an annual average of 9,498 major safety events,<sup>4</sup> 284 fatalities, and 21,066 injuries requiring immediate medical attention away from the scene to the NTD.<sup>5</sup> The tables below present the annual industry-wide counts and rates (per 100 million Vehicle Revenue Miles (VRM)) for these metrics between calendar years 2016 and 2021 as reported by transit agencies to the NTD.

Counts	2016	2017	2018	2019	2020	2021	Annual Average
Major Events	9,988	9,801	10,121	10,522	7,739	8,819	9,498
Fatalities	269	254	263	278	304	334	284
Injuries	23,970	23,144	23,157	23,695	15,742	16,687	21,066

<sup>3</sup> [USDOT National Roadway Safety Strategy](#), page 1.

<sup>4</sup> Major events are defined in the [NTD Safety and Security Policy Manual](#).

<sup>5</sup> These numbers include data reported to the NTD by full and reduced reporters and excludes rail service under the jurisdiction of the Federal Railroad Administration. See the [NTD Reporting Manuals](#) for descriptions of reporting thresholds and other information.

Rates per 100M VRM	2016	2017	2018	2019	2020	2021	2016–2021
Major Event Rate	227.90	221.90	227.81	234.69	214.54	238.76	227.72
Fatality Rate	6.14	5.75	5.92	6.20	8.43	9.04	6.80
Injury Rate	546.93	523.98	521.24	528.52	436.41	451.77	505.05

From 2016 to 2021, the U.S. public transportation industry averaged 284 fatalities per year. The fatality rate (per 100 million VRM) has increased in each of the last four years, with the transit industry reporting its highest number of fatalities in 2021, despite reduced service and ridership during the COVID-19 pandemic affecting years 2020 and 2021.

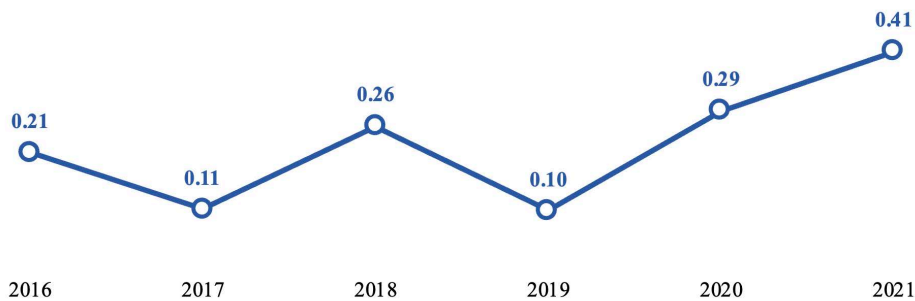
Major event numbers and rates (per 100 million VRM) remained relatively constant but dropped in 2020. Major event counts remained low in 2021, but rates increased above pre-pandemic levels in 2021. Injury numbers and rates (per 100 million VRM) also did not vary considerably between 2016 and 2019 but dropped significantly in 2020. Injury numbers and rates increased in 2021 but were still below 2016–2019 levels.

## Public Transportation Safety Concerns

FTA has identified the following significant safety concerns in the transit industry:

- 1) **Transit Worker Fatalities** – Despite safety risk mitigations put in place to protect transit workers from harm, the transit industry continues to experience workforce fatalities. The chart below shows the transit worker fatality rates (per 100 million VRM) between 2016 and 2021, as reported to the NTD.<sup>6</sup>

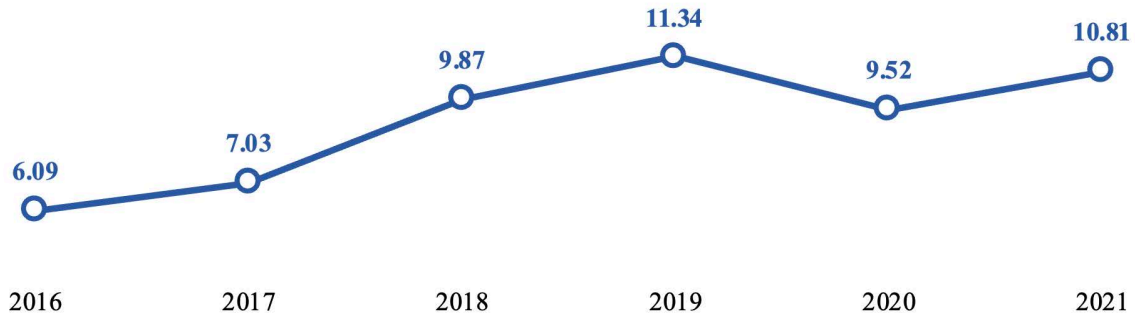
**Figure 1: Transit Worker Fatality Rate (per 100M VRM)**



<sup>6</sup> See [NTD Reporting Manuals](#) for reporting requirements.

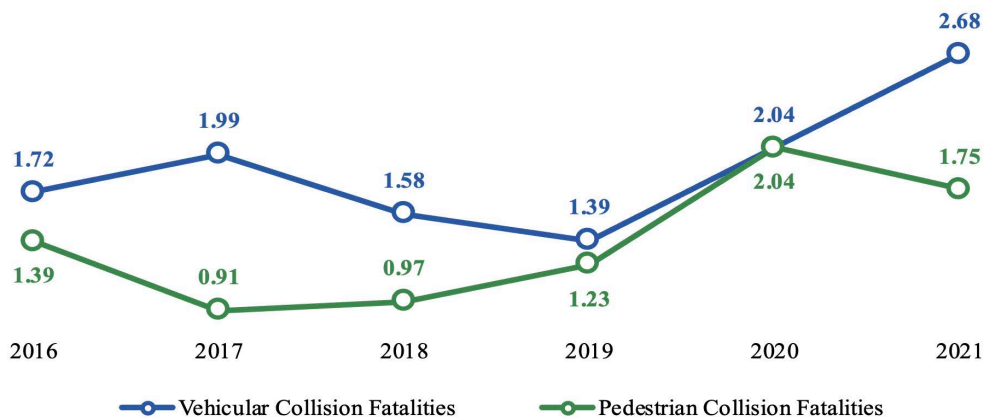
- 2) **Assaults on Transit Workers** – FTA’s internal SRM process has identified assaults on transit workers as a key safety concern for the transit industry. The chart below, which uses data reported to the NTD, depicts a significant increase in the rate of assaults where a transit worker was injured or killed (per 100 million VRM) between 2016 and 2021 across bus and rail transit modes.<sup>7</sup>

**Figure 2: Transit Worker Assault Event Rate (per 100M VRM)**



- 3) **Bus Transit Collisions** – The Bipartisan Infrastructure Law requires Section 5307 recipients that serve an urbanized area with a population of 200,000 or more to include in their Agency Safety Plans a safety risk reduction program that, in part, addresses the reduction of vehicular and pedestrian accidents involving buses. The chart below shows bus transit pedestrian and vehicular collision fatality rates (per 100 million VRM) between 2016 and 2021, as reported to the NTD.

**Figure 3: Bus Vehicular and Pedestrian Collision Fatality Rates (per 100M VRM)**



<sup>7</sup> See [NTD Reporting Manuals](#) for reporting requirements.

## Chapter II: Safety Performance Criteria

This chapter establishes safety performance measures<sup>8</sup> for all modes of public transportation. Per 49 CFR § 673.11(a)(3), a recipient's Agency Safety Plan must include performance targets based on the safety performance measures established under the National Safety Plan. In addition, the Bipartisan Infrastructure Law requires the Safety Committee of recipients of Urbanized Area Formula funds under 49 U.S.C. § 5307 (Section 5307) that serve an urbanized area with a population of 200,000 or more (large UZA) to set performance targets for their safety risk reduction programs.

The continuous improvement requirements for transit agencies established under the Safety Assurance component of SMS at 49 CFR § 673.27(d) require transit agencies to establish a process to assess safety performance.

### **Safety Performance Measures for All Agencies Subject to the PTASP Regulation**

Safety performance measures help support transit agency safety risk management and safety assurance processes. The Safety Assurance component of an SMS leverages a structured approach of planning, identifying safety performance measures, conducting data analysis, setting safety performance targets, and monitoring safety performance. Safety performance measures provide the basis for continuous safety improvement.

To align safety performance measurement requirements across all agencies subject to the PTASP regulation, the measures outlined in this chapter are based on safety and service data that the NTD collects from applicable agencies. For clarification on NTD reporting requirements and definitions, please refer to the latest NTD Safety & Security Reporting Policy Manual at the [NTD Manuals web page](#).

All transit agencies subject to the PTASP regulation report safety data to the NTD. However, due to NTD reporting requirements, some smaller transit agencies may report less-detailed safety and security event data than larger agencies. Some of the measures defined below use categories that exceed the level of detail these smaller agencies report to the NTD. Where data is not reported to the NTD, agencies should reference internal agency records to identify appropriate data for each measure to support the setting of all required targets.

The previous version of the National Safety Plan identified safety performance measures to support the required PTASP safety performance target setting for all modes of public transportation, identifying seven (7) measures for each mode (or modal group). This updated plan identifies 14 safety performance measures for all transit providers subject to the PTASP regulation. The table below lists each safety performance measure and indicates which performance measures are additions from the previous version of the National Safety Plan.

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<sup>8</sup> In this plan FTA uses the term "performance measure" as a synonym for "performance criteria" which is used in statute at 49 U.S.C. § 5329(b)(2).

Safety Performance Measure		Description
1	Measure 1a – Major Events	This includes all safety and security major events as defined by the NTD.
2	Measure 1b – Major Event Rate	This includes all safety and security major events as defined by the NTD, divided by VRM.
3	<b><i>Measure 1.1 – Collision Rate (new)</i></b>	This includes all collisions reported to the NTD, divided by VRM.
4	<b><i>Measure 1.1.1 – Pedestrian Collision Rate (new)</i></b>	This includes all collisions “with a person,” as defined by the NTD, divided by VRM.
5	<b><i>Measure 1.1.2 – Vehicular Collision Rate (new)</i></b>	This includes all collisions “with a motor vehicle,” as defined by the NTD, divided by VRM.
6	Measure 2a – Fatalities	This includes all fatalities as defined by the NTD.
7	Measure 2b – Fatality Rate	This includes all fatalities as defined by the NTD, divided by VRM.
8	<b><i>Measure 2.1 – Transit Worker Fatality Rate (new)</i></b>	This includes all transit worker fatalities as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.
9	Measure 3a – Injuries	This includes all injuries as defined by the NTD.
10	Measure 3b – Injury Rate	This includes all injuries as defined by the NTD, divided by VRM.
11	<b><i>Measure 3.1 – Transit Worker Injury Rate (new)</i></b>	This includes all transit worker injuries as defined by the NTD, including the categories “Transit Employee/Contractor,” “Transit Vehicle Operator,” and “Other Transit Staff,” divided by VRM.
12	<b><i>Measure 4a – Assaults on Transit Workers (new)</i></b>	This includes all assaults on transit workers as defined by the NTD. <sup>9</sup>
13	<b><i>Measure 4b – Rate of Assaults on Transit Workers (new)</i></b>	This includes all assaults on transit workers as defined by the NTD, <sup>9</sup> divided by VRM.
14	Measure 5 – System Reliability	This includes Major Mechanical System failures as defined by the NTD.

<sup>9</sup> Historically, assaults on transit workers were not collected in the NTD as a separate category from other assaults and were not reported if they did not result in a fatality, injury, or other major event threshold. Additionally, the term *transit worker* previously only included paid employees and contractors and excluded volunteers. On February 23, 2023, FTA finalized new NTD reporting requirements that will collect data on all assaults on all transit workers, regardless of injury. Some of these reporting requirements took effect in Calendar Year 2023, while others will take effect in NTD Report Year 2023.



## **Safety Performance Targets for All Agencies Subject to the PTASP Regulation**

The PTASP regulation requires all applicable transit agencies to set safety performance targets based on the safety performance measures established in the National Safety Plan. In this context, the measure defines the data point that an agency will “watch” to monitor safety performance. The target defines the desired level of safety performance over a specified timeframe (e.g., annually). Rates are calculated using VRM, as defined by and reported to the NTD.

In general, a transit agency sets annual safety performance targets that represent its safety performance goals for the coming year. Transit agencies may define their own methodology for setting targets. For example, in its efforts to improve safety an agency may want to improve its own current safety performance or set performance targets based on peer agency benchmarking. Please note that transit agencies that serve a large UZA are subject to additional target setting requirements as part of the safety risk reduction program, as defined in 49 U.S.C. § 5329.

## **Safety Performance Measures for Safety Risk Reduction Programs**

The Bipartisan Infrastructure Law requires Section 5307 recipients that serve an urbanized area with a population of 200,000 or more to include in their Agency Safety Plan a safety risk reduction program for transit operations. These safety risk reduction programs aim to improve safety performance by reducing the number and rates of accidents, injuries, and assaults on transit workers, including:

- a reduction of vehicular and pedestrian accidents involving buses that includes measures to reduce visibility impairments for bus operators that contribute to accidents, including retrofits to buses in revenue service and specifications for future procurements that reduce visibility impairments; and
- the mitigation of assaults on transit workers, including the deployment of assault mitigation infrastructure and technology on buses, including barriers to restrict the unwanted entry of individuals and objects into the workstations of bus operators when a risk analysis performed by the transit agency’s Safety Committee determines that such barriers or other measures would reduce assaults on transit workers and injuries to transit workers.

The Bipartisan Infrastructure Law directs that performance measures for a safety risk reduction program, required under 49 U.S.C. 5329(d)(4), be included in the National Safety Plan (49 U.S.C. 5329(b)(2)(A)). FTA identifies the below eight measures for the safety risk reduction program. The Safety Committee of applicable transit agencies will use these measures to set targets for the safety risk reduction program, as required by 49 U.S.C. 5329(d) and 49 CFR § 673.19(d)(2). Under the new Bipartisan Infrastructure Law requirements, the Safety Committee must establish these targets using a 3-year rolling average of the data the agency submits to the NTD.



Required Safety Risk Reduction Program Measure		Description
1	Major Events	This includes all safety and security major events as defined by the NTD.
2	Major Event Rate	This includes all safety and security major events as defined by the NTD, divided by VRM.
3	Collisions	This includes all collisions reported to the NTD.
4	Collision Rate	This includes all collisions reported to the NTD, divided by VRM.
5	Injuries	This includes all injuries as defined by the NTD.
6	Injury Rate	This includes all injuries as defined by the NTD, divided by VRM.
7	Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD. <sup>10</sup>
8	Rate of Assaults on Transit Workers	This includes all assaults on transit workers as defined by the NTD, <sup>10</sup> divided by VRM.

Some of the performance measures for the safety risk reduction program overlap with the measures for all agencies subject to the PTASP regulation described above. Section 5307 recipients that serve an urbanized area with a population of 200,000 or more may choose to use the target set by the Safety Committee for the safety risk reduction program for both measures, provided the target for the safety risk reduction program is set using a 3-year rolling average of NTD data.

The Bipartisan Infrastructure Law establishes a safety set aside requirement for all Section 5307 recipients that serve a large UZA. These transit agencies must allocate not less than 0.75 percent of section 5307 funds to eligible safety-related projects. As required under the Bipartisan Infrastructure Law and at 49 CFR § 673.27(d)(3)(iii), if an agency fails to meet a safety performance target under the safety risk reduction program, it must allocate its safety set aside in the following fiscal year to eligible projects that are reasonably likely to assist the agency in meeting the target.

<sup>10</sup> Historically, assaults on transit workers were not collected in the NTD as a separate category from other assaults and were not reported if they did not result in a fatality or serious injury, or other major event threshold. Additionally, the term *transit worker* previously only included paid employees and contractors and excluded volunteers. On February 23, 2023, FTA finalized new NTD reporting requirements that will collect data on all assaults on all transit workers, regardless of injury. Some of these reporting requirements took effect in Calendar Year 2023, while others will take effect in NTD Report Year 2023.

## Modal Groups: Rail, Fixed Route Bus, and Non-Fixed Route Bus

Transit agencies must set targets for the different modes of transit service they provide. When setting targets based on the safety performance measures for all agencies subject to the PTASP regulation and for the safety risk reduction program, transit agencies should use the following modal groups: rail, fixed route bus, and non-fixed route bus. Using this approach, a transit agency would only set the required targets for three modal groups, regardless of how many individual modes of transit service it reports to the NTD. The following table presents these three modal groups and the individual NTD modes included in each.

Rail	Fixed Route Bus	Non-Fixed Route Bus
<ul style="list-style-type: none"> <li>• Heavy Rail (HR)</li> <li>• Light Rail (LR)</li> <li>• Streetcar (SR)</li> <li>• Hybrid Rail (YR)</li> <li>• Monorail/Automated Guideway (MG)</li> <li>• Inclined Plane (IP)</li> <li>• Cable Car (CC)</li> <li>• Aerial Tramway (TR)</li> </ul>	<ul style="list-style-type: none"> <li>• Motorbus (MB)</li> <li>• Commuter Bus (CB)</li> <li>• Bus Rapid Transit (RB)</li> <li>• Trolley Bus (TB)</li> <li>• Publico (PB)</li> <li>• Jitney (JT)</li> </ul>	<ul style="list-style-type: none"> <li>• Demand Response (DR)</li> <li>• Vanpool (VP)</li> </ul>

**Note:** The modes above exclude Alaska rail (AR), commuter rail (CR), and ferry boat (FB). The PTASP regulation does not apply to certain modes of transit service that are subject to the safety jurisdiction of another Federal agency, including passenger ferry operations that are regulated by the United States Coast Guard and commuter rail operations that are regulated by the Federal Railroad Administration.

## **Chapter III: Voluntary Minimum Safety Standards and Recommended Practices**

FTA has identified voluntary minimum safety standards and recommended practices for improving public transportation safety. These include safety performance standards for public transportation vehicles used in revenue operations and safety standards to ensure the safe operation of public transportation systems. These standards also further a comprehensive approach to roadway safety within the United States. These voluntary safety standards and recommended practices are provided as resources to support the transit industry in assessing and mitigating safety risk.

To the extent practicable, the voluntary minimum safety performance standards for public transportation vehicles take into consideration relevant recommendations of the NTSB, recommendations and best practices standards developed by the public transportation industry, innovations in driver assistance technologies and driver protection infrastructure, and strategies to reduce visibility impairments that may contribute to pedestrian fatalities.

Similarly, to the extent practicable, the voluntary minimum safety standards to ensure the safe operation of public transportation systems take into consideration relevant recommendations of the NTSB, best practices standards developed by the public transportation industry, minimum safety standards or performance criteria being implemented across the public transportation industry, and recommendations from FTA's Review and Evaluation of Public Transportation Safety Standards report prepared pursuant to Section 3020 of the Fixing America's Surface Transportation (FAST) Act.

FTA strongly encourages transit agencies to review these voluntary minimum safety standards and recommended practices and incorporate them into their operations and maintenance, as appropriate. These standards and practices may help transit agencies improve safety performance in response to the safety performance measures outlined in Chapter II and may support the development of mitigations and strategies to address specific safety concerns identified by the transit agency or its Safety Committee. Further, FTA strongly encourages transit agencies to work with roadway owner(s) to proactively address safety concerns to benefit the riding public, particularly those that reach public transportation through walking, biking, and those that make use of assistive devices including wheelchairs.

The voluntary safety standards and recommended practices included in this chapter include standards developed through research supported by FTA; other Federal agencies, such as the Federal Highway Administration (FHWA) and Federal Railroad Administration (FRA); the American Public Transportation Association (APTA), the designated standards development organization for the public transportation industry; and associations focused on electrical and mechanical engineering practices and technical and safety training, among others. This chapter of the National Safety Plan also includes voluntary safety standards and recommended practices identified by the NTSB to address findings resulting from investigations of major public transportation accidents.

Where safety standards and/or recommended practices have not yet been developed, this chapter identifies useful resources for transit agencies to consider from FTA, the Transit Cooperative Research Program (TCRP) of the Transportation Research Board, FTA's Transit Advisory Committee for Safety (TRACS), and other sources, where applicable.

The National Safety Plan includes 11 categories of voluntary safety standards and recommended practices:

- **Category A: Transit Worker Safety (Bus and Rail Transit)** – to reduce transit worker fatalities and injuries
  - Subcategory A.1: Transit Worker Assault Prevention (Bus and Rail Transit)
  - Subcategory A.2: Roadway Worker Protection (Rail Transit)
  - Subcategory A.3: Fatigue Management, Fitness for Duty, and Employee Distraction (Bus and Rail Transit)
- **Category B: Pedestrian and Bicyclist Safety (Bus and Rail Transit)** – to reduce collisions with pedestrians and bicyclists resulting in fatalities and injuries
- **Category C: Rail Grade Crossing Safety (Rail Transit)** – to reduce rail transit collisions at rail grade crossings resulting in fatalities and injuries
- **Category D: Bus Transit Safety (Bus Transit)** – to reduce bus transit collisions resulting in fatalities and injuries
- **Category E: Tunnel Ventilation and Fire Safety (Rail Transit)** – to reduce the consequences of fire and smoke events in tunnels
- **Category F: Signal System Safety (Rail Transit)** – to improve the performance and reliability of signal systems to control train movement and reduce collisions
- **Category G: Vehicle Safety (Bus and Rail Transit)** – to improve the design and performance of transit vehicles to protect occupants, communicate safety information, and support emergency access and egress
  - Subcategory G.1: Vehicle Crashworthiness and Brake Testing (Bus and Rail Transit)
  - Subcategory G.2: Vehicle End-of-Railcar Door Messaging (Rail Transit)
  - Subcategory G.3: Vehicle Emergency Systems and Fire Safety (Rail Transit)
  - Subcategory G.4: Vehicle Safety Standards and Practices (Bus Transit)
- **Category H: Electronic Recording Devices and Cameras (Rail Transit)** – to support monitoring of transit operations and investigation of safety events
- **Category I: Operations Procedures, Compliance, and Training (Bus and Rail Transit)** – to support compliance with and sufficiency of operations procedures and the training, supervision, and qualification of operations personnel

- **Category J: Maintenance Procedures, Compliance, and Training (Bus and Rail Transit)** – to support compliance with and sufficiency of maintenance procedures and the training, supervision, and qualification of maintenance personnel
- **Category K: Precautionary and Reactive Actions during an Emergency** – to ensure public and worker health and safety during emergencies

## **Category A: Transit Worker Safety (Bus and Rail Transit)**

*(To reduce transit worker fatalities and injuries)*

### **Subcategory A.1: Transit Worker Assault Prevention (Bus and Rail Transit)**

[Vol. 1 – Research Overview](#) and [Vol. 2 – User Guide](#), TCRP

TCRP Report 193 – Tools and Strategies for Eliminating Assaults Against Transit Operators

*Considerations for preventing assaults against transit operators and a set of checklists, voluntary guidelines, and methodologies.*

[Report 14-01](#), TRACS

Preventing and Mitigating Transit Worker Assaults in the Bus and Rail Transit Industry

*Recommendations for reducing assaults.*

### **Subcategory A.2: Roadway Worker Protection (Rail Transit)<sup>11</sup>**

[Report 0212](#), FTA

FTA Standards Development Program: Rail Transit Roadway Worker Protection

*Research on existing standards and best practices, use cases, a risk assessment matrix, and high-level concepts of operations for roadway worker protection.*

[APTA RT-OP-S-016-11](#), APTA

Roadway Worker Protection Program Requirements

*Recommendations for formalized safe operating practices as they pertain to work performed on or in proximity to rail transit rights-of-way.*

[APTA RT-OP-RP-026-20](#), APTA

Roadway Worker Near Miss Reporting Requirements

*Recommendations on the elements that comprise comprehensive near-miss reporting so useful information is gathered and analyzed.*

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<sup>11</sup> Recommended practices and safety standards in this subcategory also address safety concerns identified by the NTSB in R-13-039, R-13-040, R-14-036, R-14-038, R-14-039 and R-14-040.

[APTA RT-OP-S-004-03](#), APTA

Work Zone Safety Practices

*Recommendations on ways to address situations that are present when workers perform routine and emergency work on an operating rail line.*

[APTA RT-OP-S-010-04](#), APTA

Contractors' Responsibility for Safety on the Right-of-Way

*Recommendations for formalizing contractors' responsibilities for knowing, complying with, and enforcing rail transit system guidelines, rules, and procedures to govern the activities of contractors performing work on or near a rail right-of-way.*

***Subcategory A.3: Fatigue Management, Fitness for Duty, and Employee Distraction (Bus and Rail Transit)<sup>12</sup>***

***Fatigue Management***

[APTA RT-OP-S-015-09](#), APTA

Standard for Train Operator Hours-of-Service Requirements

*Outline of the basic elements of an hours-of-service program that creates the conditions in which train operators have an opportunity to get sufficient rest between work shifts to minimize the impact of fatigue on their job performance.*

[APTA RT-OP-S-023-17](#), APTA

Fatigue Management Program Requirements

*Recommendations on developing a fatigue management program to mitigate the impacts of fatigue.*

[Report 14-02](#), TRACS

Establishing a Fatigue Management Program for the Bus and Rail Transit Industry

*Recommendations regarding the components of a successful fatigue management program, including hours of service, shift scheduling, fatigue prevention and awareness training, fitness-for-duty medical evaluations and screenings, work and vehicle environment design, safety culture, incident investigation, and data collection.*

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<sup>12</sup> Recommended practices and safety standards in this sub-category also address safety concerns identified by the NTSB in R-15-018, R-15-019, R-15-20 and R-15-021.

### ***Fitness for Duty***

[APTA RT-OP-S-018-12](#), APTA

Fitness for Duty Program Requirements

*Recommendations on developing a fitness for duty program so rail transit systems may formalize measures to hire rail vehicle and on-track equipment operators who are able to perform physical job duties.*

[APTA RT-OP-S-014-04](#), APTA

Standard for Train Operating Employees Reporting to Work

*Recommendations on conducting readiness reviews of train operators before they begin vehicle operations to allow an extra margin of safety concerning employee fitness and readiness to operate a rail vehicle.*

[R-09-011](#), NTSB

*Recommendation made to all rail transit agencies to establish a program to identify operators who are at high risk for obstructive sleep apnea or other sleep disorders and require that such operators be appropriately evaluated and treated.*

### ***Distraction***

[APTA RT-OP-S-017 -11](#), APTA

Electronic Device Distraction Policy Requirements

*Recommendations on developing a policy that provides direction as to when and where electronic devices may and may not be used by rail transit system employees.*

[APTA BTS-BS-RP-005-09](#), APTA

Reducing Driver-Controlled Distractions While Operating a Vehicle on Agency Time

*Recommended practices for reducing operator distractions.*



## Category B: Pedestrian and Bicyclist Safety (Bus and Rail Transit)

*(To reduce collisions with pedestrians and bicyclists resulting in fatalities and injuries)*

### **Design**

[Improving Safety for Pedestrians and Bicyclists Accessing Transit](#), FHWA/FTA

*Recommendations for improving pedestrian safety.*

[Pedestrian and Bicycle Safety](#), USDOT

*Links to Federal policies, manuals, and other materials on pedestrian and bicycle safety.*

[Pedestrian and Bicycle Safety](#), FHWA

*Links to projects, programs, and materials for use in reducing pedestrian and bicyclist fatalities.*

[Complete Streets](#), FHWA

*Links to funding and design, plans and analysis, and construction, operation, and maintenance practices in integrating safety in roadway design for all roadway users.*

[Engineering Design for Pedestrian Safety at Highway-Rail Grade Crossings](#), FRA

*Research report on engineering designs for pedestrian treatments at rail grade crossings.*

[Transit Street Design Guide](#), National Association of City Transportation Officials (NACTO)

*Guidance for the development of transit facilities on city streets and the design and engineering of city streets to prioritize transit, improve transit service quality, and support other transit-related goals.*

[Urban Street Design Guide](#), NACTO

*The toolbox and tactics cities use to make streets safer, more livable, and more economically vibrant.*

[Urban Bikeway Design Guide](#), NACTO

*State-of-the-practice solutions for creating complete streets that are safe and enjoyable for bicyclists.*

[Global Street Design Guide](#), NACTO

*Guidance on how to measure the success of urban streets to include access, safety and mobility for all users, environmental quality, economic benefit, public health, and overall quality of life.*

[APTA SUDS-UD-RP-009-18](#), APTA

Bicycle and Transit Integration: A Practical Transit Agency Guide to Bicycle Integration and Equitable Mobility

*Recommendations for transit agencies and municipalities seeking to facilitate active first/last mile connections to transit, reduce congestion, and promote healthy communities, including context-driven strategies for integrating bicycles with transit.*

**Treatments**

[Report 0111](#), FTA

Manual on Pedestrian and Bicycle Connections to Transit

*Best practices for improving pedestrian and bicycle safety and access to transit.*

[TCRP Report 175](#), TCRP

Guidebook on Pedestrian Crossings of Public Transit Rail Services

*Engineering treatments designed to help improve pedestrian safety for light rail and streetcar.*

[Proven Safety Countermeasures](#), FHWA

*Recommended countermeasures and strategies to reduce roadway fatalities and serious injuries.*

[Safe Transportation for Every Pedestrian](#), FHWA

*Resources for recommended countermeasures to protect pedestrians.*

[Guide for Improving Pedestrian Safety at Uncontrolled Crossing Locations](#), FHWA

*Recommendations for countermeasures at uncontrolled pedestrian crossing locations.*

**Suicide and Trespassing**

[Report 0227](#), FTA

Mitigations for Trespasser and Suicide Fatalities and Injuries

*Mitigation strategies and countermeasures that may be used by rail transit agencies to reduce trespasser and suicide fatalities and injuries.*

## Category C: Rail Grade Crossing Safety (Rail Transit)

*(To reduce rail transit collisions at rail grade crossings resulting in fatalities and injuries)*

### **Assessment**

#### [Report 0216](#), FTA

FTA Standards Development Program: Rail Transit Roadway/Pedestrian Grade Crossing (Exploratory Report)

*Literature review, industry survey, development of general use cases for grade crossing, and case studies on four transit properties.*

#### [Safety Bulletin 19-03](#), FTA

Safety Considerations Associated with Rail Transit Grade Crossings

*Voluntary considerations for rail transit grade crossing.*

#### [APTA RT-RGC-RP-003-03](#), APTA

Rail Transit Grade Crossing Safety Assessment

*An organized, structured approach for assessing the safety of new and existing rail transit system highway rail grade crossings.*

### **Design and Treatments**

#### [Highway-Rail Crossing Handbook](#), FRA/FHWA

*Current practices and requirements for engineering treatments for rail grade crossings.*

#### [APTA RT-RGC-S-004-03](#), APTA

Rail Transit Grade Crossing Warning System Design Criteria Installation and Operation

*Recommendations for selecting, installing, and operating highway rail transit grade crossing warning systems, warning devices, highway traffic signs, and other highway traffic-control appliances.*

### **Public Education**

#### [APTA RT-RGC-RP-002-02](#), APTA

Rail Transit Grade Crossing Public Education

*Recommended practices for developing public education for rail transit grade crossings.*

#### [Operation Lifesaver](#)

*Voluntary materials for improving grade crossing safety.*

## Category D: Bus Transit Safety (Bus Transit)

*(To reduce bus transit collisions resulting in fatalities and injuries)*

[Synthesis 126](#), TCRP

Successful Practices and Training Initiatives to Reduce Accidents and Incidents at Transit Agencies

*Analysis of practices and training initiatives to reduce accidents and incidents.*

[Synthesis 145](#), TCRP

Current Practices in the Use of Onboard Technologies to Avoid Transit Bus Incidents and Accidents

*Analysis of the use of on-board technology to avoid accidents and incidents.*

## Category E: Tunnel Ventilation and Fire Safety (Rail Transit)

*(To reduce the consequences of fire and smoke events in tunnels<sup>13</sup>)*

[Safety Advisory 15-1](#), FTA

Audit All Rail Fixed Guideway Public Transportation Systems (RFGPTS) with Subway Tunnel Environments

*Requirement for SSOAs to conduct an audit of all RFGPTS with subway tunnel environments (not currently active).*

[Report 0231](#), FTA

Specifications and Guidelines for Rail Tunnel Design, Construction, Maintenance, and Rehabilitation

*Identifies existing specifications and guidelines for rail transit tunnel design, construction, maintenance, and rehabilitation.*

[Report 0235](#), FTA

Specifications and Guidelines for Rail Tunnel Repair and Rehabilitation

*Research on specifications and guidelines for rail transit tunnel repair and rehabilitation.*

[Report 0236](#), FTA

Specifications and Guidelines for Rail Tunnel Inspection and Maintenance

*Research on specifications and guidelines for rail transit tunnel maintenance and inspection.*

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<sup>13</sup> Recommended practices and safety standards in this category also address safety concerns identified by the NTSB in R-16-001 and R-16-002.

[NFPA 130](#), National Fire Protection Association (NFPA)  
Standard for Fixed Guideway Transit and Passenger Systems  
*Fire protection requirements for transit systems.*

## **Category F: Signal System Safety (Rail Transit)**

*(To improve the performance and reliability of signal systems to control train movement and reduce collisions<sup>14</sup>)*

### **General**

[Safety Advisory 22-2](#), FTA  
Signal System Safety and Train Control

*Recommends that State Safety Oversight Agencies (SSOAs) direct rail transit agencies in their jurisdictions to consider signal system safety and train control as part of their Safety Risk Management processes. Recommends that SSOAs incorporate SA 22-2 into their oversight activities.*

[APTA RT-SC-009-03](#), APTA  
Standard for Audio Frequency Track Circuit Inspection and Maintenance

*Recommendations for assuring the safety and reliability of audio frequency track circuit systems.*

### **Communications Based Train Control**

[Report 0225](#), FTA  
Needs Assessment for Transit Rail Transmission-Based Train Control (TBTC)

*Identifies standards, systems and products that have the potential to provide risk reduction benefits.*

[IEEE 1474.1](#), Institute of Electrical and Electronics Engineers (IEEE)  
Standard for Communications-Based Train Control Performance and Functional Requirements

*Guidance for enhancing performance, availability, operations, and train protection using a communications-based train control system.*

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<sup>14</sup> Recommended practices and safety standards in this category also address safety concerns identified by the NTSB in R-15-022.

[IEEE 1474.2](#), IEEE

Standard for User Interface Requirements in Communications-Based Train Control Systems

*Guidance on communications-based train control systems user interface and how to present this information to the user.*

[IEEE 1474.3](#), IEEE

Recommended Practice for Communications-Based Train Control System Design and Functional Allocations

*A preferred system design and functional allocation for communications-based train control systems.*

[IEEE 1474.4](#), IEEE

Recommended Practice for Functional Testing of a Communications-Based Train Control System

*A preferred approach for functional testing of a communications-based train control system based on the system design and functional allocations defined in IEEE Std 1474.3.*

***Locking Tests***

[APTA RT-SC-S-004-02](#), APTA

Standard for Approach Locking Testing

*Recommendations on how to verify that rail transit approach locking systems are operating safely and as designed.*

[APTA RT-SC-S-005-02](#), APTA

Standard for Route Locking Tests

*Recommendations on how to verify that rail transit route locking systems are operating safely and as designed.*

[APTA RT-SC-S-006-02](#), APTA

Standard for Time Locking Tests

*Recommendations on how to verify that rail transit time locking systems are operating safely and as designed.*

[APTA RT-SC-S-010-02](#), APTA

Standard for Traffic Locking Tests

*Recommendations on how to verify that rail transit traffic locking will prevent traffic from changing direction on a section of track in between interlockings while that section is occupied or while a signal displays an aspect to proceed into that section.*

### ***Signal System Components***

[APTA RT-SC-S-011-03](#), APTA

Standard for Cable Plant Inspection and Testing

*Recommendations on how to verify that rail transit cable plants are operating safely and as designed.*

[APTA RT-SC-S-027-03](#), APTA

Standard for Switch Inspection and Obstruction Testing

*Recommendations on how to verify that rail transit switch machines and associated indication circuitry are operating safely and as designed.*

[APTA RT-SC-S-028-03](#), APTA

Standard for Vital Relay Testing

*Recommendations on how to verify that rail transit vital relays are operating safely and as designed.*

[APTA RT-SC-RP-033-03](#), APTA

Recommended Practice for Visual Inspection of Wayside Signal Equipment

*Recommendations to aid in identifying visual defects or other potentially hazardous conditions related to wayside signal equipment.*

[APTA RT-SC-S-035-03](#), APTA

Standard for Vital Processor-Based System Inspection, Testing and Configuration Control

*Recommendations on how to verify that vital processor-based systems are operating safely and as designed.*

[APTA RT-SC-RP-008-03](#), APTA

Recommended Practice for Train-to-Wayside Communication System Inspection and Testing

*Guidance on how to verify that train-to-wayside communication systems and equipment are operating safely and as designed.*

[APTA RT-SC-RP-001-02](#), APTA

Recommended Practice for Wayside Signal AC Power System Inspection and Testing

*Recommendations on how to verify that wayside signal AC power systems and equipment are operating safely and as designed.*

[APTA RT-SC-RP-002-02](#), APTA

Recommended Practice for Wayside Signal DC Power System Inspection and Testing

*Recommendations on how to verify that wayside DC signal power systems and equipment are operating safely and as designed.*

[APTA RT-SC-S-036-03](#), APTA

Standard for Wayside Signal Inspection and Testing

*Recommendations on how to verify that wayside signal systems are operating safely and as designed.*

[APTA RT-SC-S-040-03](#), APTA

Standard for AC Track Circuit Inspection and Maintenance

*Recommendations on how to verify that AC track circuits and equipment are operating safely and as designed.*

[APTA RT-SC-S-043-03](#), APTA

Standard for Impedance Bond Inspection and Maintenance

*Recommendations on how to verify that rail transit audio frequency and power impedance bonds are operating safely and as designed.*

**Public Education**

[APTA RT-RGC-RP-002-02](#), APTA

Recommended Practice for Rail Transit Grade Crossing Public Education

*Recommendations for developing rail transit grade crossing public safety and trespass prevention education programs.*



## Category G: Vehicle Safety (Bus and Rail Transit)

*(To improve the design and performance of transit vehicles to protect occupants, to communicate safety information, and to support emergency access and egress<sup>15</sup>)*

### **Subcategory G.1: Vehicle Crashworthiness and Brake Testing (Bus and Rail Transit)**

#### ***Vehicle Crashworthiness***

##### [Report 0141](#), FTA

FTA Standards Development Program: Crashworthiness/Crash Energy Management Follow-up for Less than 30 Ft Bus

*Results of a study on the needs and gaps for voluntary standards or recommended practices for crashworthiness and crash energy management for less than 30-ft. paratransit body-on-chassis buses (cutaways).*

##### [Report 0179](#), FTA

FTA Standards Development Program: Crashworthiness/Crash Energy Management for Transit Bus

*Results of an examination of the existing standards, guidelines, and recommendations associated with crashworthiness and crash energy management for transit buses, including articulated buses, bus rapid transit buses, and paratransit body-on-chassis buses.*

##### [Report 0233](#), FTA

FTA Standards Development Program: Crash Energy Management for Heavy Rail Vehicles, Light Rail Vehicles, and Streetcars

*Report includes a summary of transportation modes that lack crashworthiness and crash energy management standards, existing standards implemented into industries related to crashworthiness, and crash energy management used for newly-procured equipment and industry survey results of the use of the standards implemented.*

##### [ASME RT-2](#), American Society of Mechanical Engineers (ASME)

Safety Standard for Structural Requirements for Heavy Rail Transit Vehicles

*Guidance on incorporating passive safety design concepts related to heavy rail transit carbody performance during collisions.*

##### [ASME RT-1](#), ASME

Safety Standard for Structural Requirements for Light Rail Vehicles and Streetcars

*Guidance on incorporating passive safety design concepts related to light-rail vehicle carbody performance during collisions.*

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<sup>15</sup> Recommended practices and safety standards in this sub-category also address safety concerns identified by the NTSB in R-06-006 and R-17-004.

[APTA RT-VIM-RP-025-15](#), APTA

Recommended Practice for Operator Protection Features for Rail Transit Vehicles

*Recommendations on vehicle features to consider improving operator protection when procuring new rail transit vehicles.*

***Vehicle Brake Performance and Inspection***

[Safety Advisory 14-2](#), FTA

Verification of Rail Vehicle Safe Stopping Distances in Terminal Stations

*Requirement for rail transit agencies to review terminal station configurations to verify that designed braking distances address the actual operating conditions in stations, including authorized train speeds, train length and length of platform, the position of signals and trip stops, and the bumping post installation.*

[APTA RT-VIM-S-007-02](#), APTA

Standard for Friction Brake Equipment Periodic Inspection and Maintenance

*Recommendations on the basic procedures to apply when performing periodic inspections and maintenance of brake cylinders, tread brake units, disc brake units, brake discs, tread brake shoes, and disc brake pads for rail transit vehicles.*

***Subcategory G.2: Vehicle End-of-Railcar Door Messaging (Rail Transit)<sup>16</sup>***

[Safety Bulletin 20-01](#), FTA

End-of-Railcar Door Signage and Messaging

*Safety considerations associated with end-of-railcar door signage and messaging in rail transit vehicles.*

[APTA PR-PS-S-002-98, Rev. 3](#), APTA

Standard for Emergency Signage for Egress/Access of Passenger Rail Equipment

*Recommendations on designing and selecting the physical characteristics, informational content, and placement of all interior emergency exit and exterior rescue access signs/markings and instructions.*

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<sup>16</sup> Recommended practices and safety standards in this sub-category also address safety concerns identified by the NTSB in R-19-039 and R-19-040.

[APTA RT-VIM-S-021-10](#), APTA

Standard for Emergency Signage for Rail Transit Vehicles

*Recommendations on minimum design and performance criteria for rail transit car emergency signage that functions under normal conditions and also operates when normal and/or emergency lighting systems are unavailable.*

[ISO 3864-1:2011](#), International Standards Organization (ISO) Graphical Symbols — Safety Colours and Safety Signs

Part 1: Design Principles for Safety Signs and Safety Markings

*Guidance on safety identification colors and design principles for workplace and public area safety signs and safety markings for the purpose of accident prevention, fire protection, health and hazard information, and emergency evacuation.*

[ISO 7010:2019](#), ISO

Graphical symbols — Safety Colours and Safety Signs — Registered Safety Signs

*Guidance on safety signs for the purposes of accident prevention, fire protection, health hazard information, and emergency evacuation.*

**Subcategory G.3: Vehicle Emergency Systems and Fire Safety (Rail Transit)**

***Emergency Systems***

[Report 0199](#), FTA

Emergency Lighting and Signage for Rail Transit Passenger Vehicles (Report 0199)

*Results of research on existing reports, standards, and regulations related to emergency lighting and signage and their use on all rail modes.*

[APTA RT-VIM-S-026-12](#), APTA

Standard for Rail Transit Vehicle Passenger Emergency Systems

*Information on various passenger emergency systems for rail transit agencies to consider when purchasing new vehicles.*

[APTA RT-VIM-S-020-10](#), APTA

Standard for Emergency Lighting System Design for Rail Transit Vehicles

*Recommendations on emergency lighting system designs that provide lighting when power loss disrupts normal lighting.*

[APTA RT-VIM-S-022-10](#), APTA

Standard for Low-Location Exit Path Marking

*Recommendations on the design and use of passive-type markings due to the lower cost and maintenance requirements compared with active marking system designs.*

**Fire Safety**

[NFPA 130](#), NFPA

Standard for Fixed Guideway Transit and Passenger Systems

*Guidance on essential items for fire protection and life safety for underground, surface, and elevated fixed guideway transit and passenger rail systems.*

[Safety Advisory 15-1](#), FTA

Audit All Rail Fixed Guideway Public Transportation Systems (RFGPTS) with Subway Tunnel Environments

*Identifies specific areas of concern identified by the National Transportation Safety Board that State Safety Oversight Agencies will audit.*

**Subcategory G.4: Vehicle Safety Standards and Practices (Bus Transit)**

***Remanufacturing or Rebuilding Brake and Chassis Components***

[APTA BTS-BC-RP-009-20](#), APTA

Recommended Practice for Remanufacturing or Rebuilding of Transit Bus Brake and Chassis Components

*A high-level overview of key considerations when preparing specifications to remanufacture or rebuild bus brake and chassis components.*

**Fire Safety**

[APTA BTS-BS-RP-001-05](#), APTA

Recommended Practice for Transit Bus Fire Safety Shutdown

*Recommendations on the notifications and systems and circuits to shut off after a fire is detected.*

[APTA BTS-BS-RP-002-07](#), APTA

Recommended Practice for Transit Bus Electrical System Requirements Related to Fire Safety

*Recommendations for transit bus electrical control system configuration for electrical circuits related to fire safety.*

[APTA BTS-BS-RP-003-08](#), APTA

Recommended Practice for Installation of Transit Vehicle Fire Protection Systems

*Recommended minimum performance specifications for detection of and suppression of thermal events on transit vehicles.*

## **Category H: Electronic Recording Devices and Cameras (Rail Transit)**

*(To support monitoring of transit operations and investigation of safety events<sup>17</sup>)*

### ***Event Data Recorders***

[IEEE 1482.1-2013](#), IEEE

Standard for Rail Transit Vehicle Event Recorders

*Guidelines for on-board devices/systems with crashworthy memory that record data to support accident/incident analysis.*

### ***Inward- and Outward-Facing Cameras***

[Safety Bulletin 20-02](#), FTA

Inward- and Outward-Facing Image and Audio Recorders

*Information for State Safety Oversight Agencies and rail transit agencies on installing inward- and outward-facing image and audio recorders in the controlling cabs and cab car operating compartments to support safety risk management and safety assurance activities.*

[Report 0200](#), FTA

Inward- and Outward-facing Audio and Video Recordings for Transit Rail Vehicles

*Report documents the research necessary to assist APTA in developing a recommended practice for the industry to install inward- and outward-facing cameras and audio recorders, consistent with the National Transportation Safety Board's recommendation to FTA, R-17-13.*

[APTA RT-OP-RP-024-19](#), APTA

Recommended Practice for Crash and Fire Protected Inward-and-Outward-Facing Audio and Image Recorders in Rail Transit Operating Compartments

*Recommendations on the specifications for and the installation and maintenance of audio and image recording devices in rail transit vehicle operating compartments.*

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<sup>17</sup> Recommended practices and safety standards in this category also address safety concerns identified by the NTSB in R-15-023 and R-17-013.

## **Category I: Operations Procedures, Compliance, and Training (Bus and Rail Transit)**

*(To support compliance with and sufficiency of operations procedures and the training, supervision, and qualification of operations personnel)*

### ***Operations Control Center***

[APTA RT-OP-S-005-03](#), APTA

Standards for Operations Control Centers

*Addresses the primary elements of the general design/function and overall authority essential in an OCC facility and the functional elements of OCC personnel and their applicable roles.*

[APTA RT-OP-S-006-03](#), APTA

Standard for Rail Transit Signals Operating Rules and Procedures

*Recommendations on applying and using train control signal technology to enhance safe, efficient train operation through the application of operating rules and procedures.*

[APTA RT-OP-RP-030-21](#), APTA

Recommended Practice for Defensive Rail Operations

*Recommendations on creating programs that encourage and promote operating trains and other rail transit vehicles in a defensive manner.*

### ***Competencies and Training***

[APTA RT-OP-S-013-03](#), APTA

Standard for Training of Rail Operating Employees

*An outline of the basic elements of a comprehensive rail operating employee training and retraining program.*

[APTA RT-OP-RP-029-21](#), APTA

Recommended Practice for Rail Operations Employee Development Practices

*A framework for the types of employee development practices that rail transit agencies may enact to assist their employees in gaining the requisite skills to advance within rail operations and supervision.*

***Compliance with and Sufficiency of Operations Rules and Procedures***

[APTA RT-OP-S-011-10](#), APTA

Standard for Rule-Compliance Program Requirements

*Recommendations on developing a formal program that promotes comprehension of rail transit system rules and how to measure and enforce employee adherence to the established rules.*

[APTA RT-OP-S-001-02](#), APTA

Standard for Rulebook Development and Review

*Recommendations on developing and revising a transit operating system rulebook, and suggestions for rulebook issuance and authority.*

[APTA RT-OP-S-019-14](#), APTA

Standard for Rail Transit Operations Supervisor Program Requirements

*Baseline recommendations for rail operations supervisor job duties to improve supervisor effectiveness, and guidance on monitoring and managing supervisor performance.*

[TCRP Report 149](#), TRB

Improving Safety-Related Rules Compliance in the Public Transportation Industry

*Potential best practices for all of the elements of a comprehensive approach to safety-related rules compliance.*

**Category J: Maintenance Procedures, Compliance, and Training (Bus and Rail Transit)**

*(To support compliance with and sufficiency of maintenance procedures and the training, supervision, and qualification of maintenance personnel)*

***Fixed Structures***

[APTA RT-FS-S-001-02](#), APTA

Standard for Rail Transit Fixed Structures Inspection and Maintenance

*Recommendations on the minimum means, methods, and frequency of period safety inspections and maintenance activities of rail transit structure safety-critical components and the qualifications that employees or contractors must have to perform these procedures.*

## **Track**

### [Report 0215](#), FTA

Research Report and Findings: Review of Standards for Track Inspection and Maintenance

*Research on the state of inspection and maintenance practices for rail transit agencies in the U.S.*

### [APTA RT-FS-S-002-02](#), APTA

Standard for Rail Transit Track Inspection and Maintenance

*Recommendations for rail transit track inspection and maintenance.*

## **Stations, Shops, and Yards**

### [APTA RT-FS-S-003-02](#), APTA

Recommended Practice for Rail Transit Station, Shop and Yard Inspection and Maintenance

*Recommendations for rail transit station, shop, and yard inspection and maintenance.*

## **Traction Power Electrification Systems**

### [APTA RT-FS-S-004-03](#), APTA

Standard for Traction Electrification Substation Inspection, Maintenance, and Testing

*Recommendations for testing traction electrification activities.*

### [APTA RT-FS-S-005-03](#), APTA

Standard for Traction Electrification Stray Current/Corrosion Control Equipment Inspection and Maintenance

*Recommendations for the control of stray current and corrosion control.*

### [APTA RT-FS-S-006-03](#), APTA

Standard for Traction Electrification Distribution System Inspection, Maintenance, and Testing

*Recommendations for inspection, maintenance, and testing of traction electrification distribution systems.*

## **Rail Grade Crossings**

### [APTA RT-RGC-S-001-02](#), APTA

Standard for Rail Transit Grade Crossing Warning Device Inspection, Testing, and Maintenance

*Recommendations for inspection, maintenance, and testing of grade crossing warning devices.*



### ***Rail Maintenance Training***

[APTA RT-RMT-RP-001-10](#), APTA

Recommended Practice for Rail Vehicles Maintenance Training Standards

*Recommendations for rail vehicle maintenance training.*

[APTA RT-VIM-RP-011-03](#), APTA

Recommended Practice for Rail Transit Vehicle Inspection and Maintenance Training and Qualifications

*Recommended practices for rail vehicle inspection and maintenance training and qualifications.*

[APTA RT-RMT-RP-002-10](#), APTA

Recommended Practice for Rail Signals Maintenance Training Content and Standards

*Recommendations for rail signal maintenance training.*

[APTA RT-SC-RP-031-03](#), APTA

Recommended Practice for Signal Maintenance Personnel Hiring Qualifications, Training, and Competencies

*Recommendations for signal maintenance personnel qualification and training.*

[APTA RT-RMT-RP-003-10](#), APTA

Recommended Practice for Elevator and Escalator Maintenance Training Guidelines Standards

*Recommendations for training for elevator and escalator maintenance.*

[APTA RT-RMT-RP-004-10](#), APTA

Recommended Practice for Traction Power Maintenance Training Standards

*Recommendations for traction power maintenance training.*

### ***Electric Buses***

[Report 0252](#), FTA

Safety and Security Certification of Electric Bus Fleets – Industry Best Practices

*Minimum safety and security certification program practices and protocols for transit agencies to verify that battery electric buses and their associated facilities, systems, and equipment are safe for revenue operations.*

[Report 0253](#), FTA

Procuring and Maintaining Battery Electric Buses and Charging Systems – Best Practices

*Best practices for procuring and maintaining battery electric buses and charging systems.*

## Category K: Precautionary and Reactive Actions during an Emergency

*(To ensure public and worker health and safety during emergencies)*

### ***Coordination with U.S. Department of Health and Human Services (HHS)***

[Administration for Strategic Preparedness and Response](#), HHS

*HHS emergency preparedness and response main page.*

[Ventilation in Buildings](#), CDC

*Ventilation mitigation strategies for buildings.*

### ***Emergency Response and Recovery***

[COVID-19 Resource Tool for Public Transportation](#), FTA

*Federal COVID-19 guidance and recommendations.*

[Using Your Safety Management System \(SMS\) to Mitigate Infectious Disease and Respiratory Hazard Exposure](#), FTA

*Sources of hazard identification data and potential mitigations to inform the Safety Risk Management process.*

[Response and Recovery from Declared Emergencies and Disasters](#), FTA

*Transit response and recovery actions and funding in response to declared emergencies and disasters, including major accidents, terrorist actions, and natural disasters.*

[APTA SS-SEM-S-014-20](#), APTA

Standard for Transit Agency Emergency Management Program

*Recommendations for transit emergency response programs.*

[APTA RT-OP-S-007-04](#), APTA

Standard for Rail Transit Agency System Emergency Management Requirements

*Recommendations for rail transit emergency management.*

[APTA SS-SEM-S-005-09](#), APTA

Standard for Developing a Transit Agency Response Plan to a Public Health Emergency

*Recommendations for creation and implementation of a basic response plan to a public health emergency.*

[APTA SS-SEM-WP-016-20](#), APTA

Recommended Practice for Developing a Pandemic Virus Service Restoration Checklist

*Recommendations for service restoration after pandemic event.*

[APTA SS-SEM-RP-002-08](#), APTA

Recommended Practice for First Responder Familiarization of Transit Systems

*Recommended practices for ensuring first responder system familiarization.*

[APTA SS-SEM-S-004-09](#), APTA

Standard for Transit Exercises

*Recommendations for transit drills and exercises.*

[APTA SS-SEM-RP-009-09](#), APTA

Recommended Practice for Emergency Communication Strategies for Transit Agencies

*Recommendations for effective communications during emergencies.*

[APTA SS-SEM-RP-011-09](#), APTA

Recommended Practice for Regional Emergency Planning and Participation in Mutual Aid

*Recommendations for regional emergency planning and mutual aid.*

[APTA SS-SEM-RP-015-19](#), APTA

Recommended Practice for Suspension of Service of a Public Transportation System and Recovery

*Strategies for managing service suspension and recovery.*

Appendix M: (Reserved for Future Use)

*Appendix N: Revision Summary of Changes*

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Version 1.1 Effective July 1, 2021	<ol style="list-style-type: none"> <li>1. Version 1.1 Effective July 1, 2021</li> <li>2. Modified Table of Contents</li> <li>3. Modified Revision Table</li> <li>4. Safety Policy Statement. New Accountable Executive, Stephanie N. Wiggins Signature</li> <li>5. Section 673.11(6)(b) Clerical changes</li> <li>6. Section 673.25(b) clarified that CPUC and other external agency findings are tracked separately from Metro’s internal SAFE-7 Hazard/Near-Miss tracking system.</li> <li>7. Section 673.25(c) clarified reporting of Priority 1 hazards to CPUC within 2 hours of being assessed as such.</li> <li>8. Section 673.25(d) explained when risks are considered acceptable by Department Head, with monitoring by Corporate Safety staff.</li> <li>9. Moved information Rule/SOP modification from section 673.29(a) to section 673.27(c)</li> <li>10. Updated Appendix A and B Organization Charts</li> <li>11. Updated Appendix F with PTASP instead of SSPP, which is no longer in effect.</li> <li>12. Added Appendix N- Revision Summary of Changes</li> </ol>
Version 1.2 Effective January 2023	<ol style="list-style-type: none"> <li>1. Included all requirements of Bipartisan Law Requirements – Joint labor/management Committee, de-escalation training, Infectious Diseases Exposure Plan, trending based on 3-year rolling average of NTD data, risk reduction projects for reducing accidents, visibility impairments on buses, and transit worker assaults.</li> </ol>

# PUBLIC TRANSPORTATION AGENCY SAFETY PLAN

Version 1.3 Effective January 2024	<ol style="list-style-type: none"> <li>1. Modified Revision Table</li> <li>2. Updated Organization Charts</li> <li>3. Revised Regional Connector project operating line</li> <li>4. Revised Appendix D to include reference to calculated targets</li> <li>5. Revised §673.25(b) to include protection for employees who report hazards/near-miss incidents</li> </ol>
Version 1.4 Effective January 2025	<ol style="list-style-type: none"> <li>1. Modified the Hazard Management Program for categorizing hazards.</li> <li>2. Revised AIP to incorporate CPUC's comments.</li> <li>3. Revised Bus Training Matrix.</li> <li>4. Revised Organizational Charts.</li> <li>5. Updated system descriptions.</li> <li>6. Updated Appendix D.</li> <li>7. Added section §673.11 to incorporate Roadway Worker Protection program.</li> <li>8. Added description of Operations Safety Steering Committee.</li> <li>9. Revised Policy Statement to include reference to Joint Labor Management Safety Committee.</li> <li>10. Added Risk Based Inspection Program (RBI) in §673.11(a)(6)(iii).</li> <li>11. Updated JLMSC Committee description and Ground Rules and Guidelines in Appendix O.</li> </ol>

Appendix O: Approval of PTASP by Joint Labor Management Safety  
Committee and Ground Rules and Guidelines for the JLMSC  
(pages 2 & 6 in Minutes)



## Meeting Minutes

### JOINT LABOR MANAGEMENT SAFETY COMMITTEE MEETING

Virtual Meeting: Zoom

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#### Order of Business

- The meeting was called to order by Cristian Leiva.
- Mr. Leiva made a motion to approve the October 8, 2024, minutes, Victor Baffoni motioned and both John Ellis and Michael Winston seconded the motion. There were no objections to the motion; therefore, the October 8, 2024, minutes were approved.

#### In attendance at the JLMSC meeting:

##### Union Committee Members

- John Ellis – General Chairman, SMART/UTU
- Fred Hines – Vice President, AFSCME, Local 3634
- Judith Serlin – Business Agent, Teamsters, Local 911
- Jeff Shaffer – President, ATU Local 1277
- Michael Winston – Chairman, TCU/IAM, Local 1315

##### Management Committee Members

- Cristian Leiva – Deputy Chief People Officer
- Conan Cheung – Chief Operations Operator
- Ken Hernandez – Deputy Chief Risk, Safety, & Asset Mgmt.
- Robert Gummer – Sr. EO, System Security & Law Enforcement
- Errol Taylor – Deputy Chief Operations Officer

##### Committee Support

- Rhonda Hilyer – Agreement Dynamics/ JLMSC Facilitator
- David Huevo – Sr. Employee & Labor Relations Representative / JLMSC Notetaker

##### Additional Attendees / Subject Matter Experts

- Steve Espinoza – EO, Labor & Employee Services
- Hector Guerrero, Sr. EO, Rail Operations

##### Alternates

Quintin Wormley  
&  
Victor Baffoni  
Frank Forde  
Dion Middleton  
Errol Frazier  
Josh Ott

##### Alternates

Esther Reed  
Matthew Dake  
&  
Edna Stanley  
Vijay Khawani  
  
Leticia Solis

\*Committee members whose names are in red were not in attendance.

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**Metro**

Los Angeles County  
Metropolitan Transportation Authority

## Meeting Focus:

1. Metro Safety Plan and JLMSC Ground Rules
2. FTA General Directive

### Time Permitting

3. System Security & Law Enforcement (SSLE) Updates / Issues
  4. Bus Operator Barriers
  5. Bus Blind Spots & Pedestrian Safety
  6. Employee Assault Notifications
  7. Additional Employee Resources After Distressing Events
  8. Open Issues / Discussion and Questions & Answers
- 

## 1. Metro Safety Plan and JLMSC Ground Rules

### JLMSC Ground Rules

- ❖ David Huezo shared on screen the draft of the JLMSC Grounds Rules, which was sent to the committee members for review via email on October 14, 2024.
- Cristian Leiva explained that management has approved the draft JLMSC Ground Rules changes proposed by the unions and asked if the committee wanted to discuss them further. Rhonda Hilyer discussed that during the previous JLMSC meeting, the committee went over the Ground Rules and the unions proposed different language for numbers thirteen (13) and fourteen (14) and had no concerns about any other sections.
- John Ellis asked if anyone had concerns with the draft Ground Rules and no one expressed any concerns. Mr. Leiva commented that Metro would like to get the Ground Rules approved so they can be part of the Safety Plan that Metro will take to the Board for approval. Vijay Khawani added that the goal is to have the Ground Rules and Safety Plan approved by the Board during the January 2025 meeting. He explained that documents for the January 2025 Board meeting would need to be submitted a month in advance.
- Ms. Hilyer reminded the committee that the Union Caucus came up with language on screen for rule number thirteen (13) and that management has approved it. She asked if the committee is ready for the Ground Rules to go into the Safety Plan and added that it would be decided on by consensus. She asked if the committee should motion to approve the Ground Rules.
- Mr. Leiva made a motion to approve the Ground Rules, which Victor Baffoni seconded. No one on the committee opposed. Therefore, the Ground Rules were approved by the committee.
- Mr. Baffoni asked if the committee could have the approved Board Report after the January Board meeting. Mr. Khawani stated that he can send the minutes to the committee after the meeting, but shared that the minutes are not available until a few weeks after the meeting date.

### Metro Safety Plan

- ❖ Mr. Huezo shared on screen the portions of the Safety Plan that were updated, which were sent to the committee members for review via email on October 14, 2024.

#### *673.11(a)(6)(ii) Roadway Worker Protection Program*

- Mr. Khawani explained that the Roadway Worker Protection Program is a program that all rail transit agencies need to establish to ensure that any person on the rail right of way is afforded protection from moving trains. He added that the program must be referenced in the agency's Safety Plan. Metro has had the program for over ten years because it was required by the California PUC long

before the FTA. Metro has developed the program, implemented it, has rules and procedures related to the program, and provides training and all required equipment to support the program such as a Protran device used by employees and contractors on the rail right of way. The Protran device is like a pager that alerts workers that a train is approaching, which provides a warning and time to clear to a safe place on the right of way.

- Mr. Baffoni asked if there were significant changes between the California PUC and federal requirements. Mr. Khawani explained that the PUC was ahead of the federal program, but the federal program added more requirements such as audits, quarterly reports, and briefings to the Board. Now, the PUC is updating their requirements to mirror the federal requirements. There are other requirements like a guide that shows the alignment of rail lines to identify the locations of curves, and the requirement to have the program approved by the PUC. Previously, no PUC approval was needed, the plan just needed to be submitted for the PUC's information. Safety is working with Operations, Hector Guererro (Sr. EO, Rail Operations), to revise the program and include all the changes. The deadline to do so is December 2, 2025.

#### *673.(a)(6)(iii) Risk Based Inspection Program*

- Mr. Khawani explained that this program applies to the rail mode and is required by the FTA, but state agencies overseeing rail safety must also have this program. He explained that the PUC sends certified inspectors to different rail lines, yards, and shops for inspections. They conduct track, signal, and relay inspections as well as inspections of the station platforms and rail vehicles. They conduct evaluations of Train Operators based on the rules the Operators must follow. Inspections can be either announced or unannounced, and they can be for any line, at any time, and on any shift. If the inspections result in findings, Metro creates an action plan to tell them how we will correct the findings, the timeframe for corrections, and who is responsible for them. There is data that Metro needs to provide like work orders, trends, areas where track or switch points are wearing, etc. They can also conduct inspections based on data they receive from Metro.

#### *673.11(7)(i) Risk Reduction Program for Mitigating Safety Events / Injuries*

- Mr. Khawani explained that for this program, Metro identifies risks and what we are planning or doing to address them. Some programs Metro has initiated are showing videos on the platforms for community outreach and education on safety, reducing reflection / glare from Operator barriers used to mitigate Operator assaults, have four-quadrant gates at BRT and rail crossings to avoid collisions, and installing high visibility reflective decals on the rear of buses to mitigate rear end collisions, particularly at night.
- Quintin Wormley asked if the listed program to reposition the left side mirror to improve visibility and avoid bus/pedestrian collisions has been done or will be done. Mr. Khawani explained that this is a pilot that Matt Dake and team are working on, but it has not been aggressively pursued because they are currently working on the Bus Operator barriers. Mr. Wormley asked if there is a target for the pilot and Matt Dake shared that a schedule will be determined once they finish with the Bus Operator barriers at the end of the year. Mr. Wormley asked about the reflective decals on buses and Mr. Dake explained that they have been installing reflective decals when buses are in the CMF Body Shop, but when the Bus Operator barriers are completed, they will be more aggressive with the installation of the decals.

#### *673.11(7)(ii) Risk Reduction Program for Mitigating Transit Worker Assaults*

- Mr. Khawani stated that all transit agencies unfortunately face the challenge of transit worker assaults, and this section lists ways that Metro is trying to mitigate assaults.

- Judith Serlin asked if security is considered part of these efforts. Mr. Khawani stated that they are, and pointed to the items listed as bus riding teams and ambassadors and the in-house Metro Transit Police Department.
- Michael Winston stated that he does not see anything about protections for General Services employees or Custodians on the platform. He added that all employees should be included because they are exposed to risks daily. Mr. Khawani explained that the FTA General Directive applies to all employees and contractors. He added that unfortunately, Metro has a group of employees that are more prone to assaults, which are the Bus Operators. He explained that most transit agency worker assaults are against Bus Operators followed by Security Officers, but of course there are others that are also assaulted. For employees that are mobile and more exposed, the strategies are more limited. Mr. Khawani requested that if the unions have ideas on mitigation strategies, they should let him know.
- Mr. Winston shared that Custodians are assaulted daily and that he met with Robert Gummer and Chris Limon (EO, Operations Administration) about this issue last week. He stated that assaults are not being reported and he is demanding that we meet and put something in writing about Custodians being assaulted. He added that he knows about Operator assaults, and he feels for them, but Custodians are assaulted every single day. Mr. Khawani stated that the key is to get that information so that Metro can know it is occurring and mitigate those assaults as well. Mr. Winston stated that he and Mr. Leiva texted over the weekend about a Custodian that was attacked by an Ambassador. He explained that the Custodian received 40 blows to the head, but no reports have been sent out about that incident. He added that it should have been communicated with Steve Espinoza or whoever is supposed to send the employee assault notifications out to the committee because this employee almost died. Josh Ott explained that, for this reason, it is hard for the unions to get on board with the data Metro has as the unions see it firsthand, and Metro only captures reports made to the ROC and BOC. He added that this was an Ambassador that walked into a custodial breakroom and almost killed the Custodian by bashing his head. Usually, when something like that happens, there are pictures put up around the agency saying look out for this person, but nothing has been done. Mr. Khawani asked if the employee called the ROC or BOC, and Mr. Winston said that many knew about this incident, and someone should have communicated that this happened.
- Ms. Serlin asked if the Security Director knew about the assault against the Custodian. Errol Taylor stated that shortly after the incident occurred, Mr. Limon notified him and Mr. Gummer, so SSLE was aware right away. Mr. Taylor stated that the employee was offered EAP, and he is being checked in on every day. Also, he met with the Ambassador Program leadership two days ago and expressed concerns about their hiring criteria and that Metro wants to make sure we are satisfied with the criteria. It is his understanding that the Ambassador is not on Metro property anymore and the matter is still open and being investigated. Mr. Winston stated that the Ambassador said he would kill the Custodian, and these Metro employees need to be protected.
- Ms. Serlin asked if the committee would start seeing assault notification forms for all employees. Mr. Ott stated that the Custodian that was attacked is the nicest guy, and the Ambassador did not like that the Custodian had his headphones on and started attacking him. He added that assaults like these are not being reported. Ms. Serlin asked why someone from Custodial is not reporting assaults ad hoc to the ROC or BOC. Mr. Leiva explained that Mr. Espinoza looked into this matter after the last JLMSC meeting and currently there is no centralized mechanism to get information on all employee incidents, so SSLE is building their own solution. SSLE is keeping a spreadsheet of reported incidents on SharePoint. They have asked all departments to report incidents to them. This is their home-grown solution until transit safe can be modified to fit this need or they come up with a dedicated system. They have given Mr. Espinoza access to their spreadsheet so he can monitor and inform the unions when he sees an assault incident on an employee that was not reported

through the BOC or ROC. Mr. Espinoza was just given access to the spreadsheet last night so he will start monitoring this today and going forward.

- Mr. Winston shared that an employee called the union about his son that did not have his dependent card. The police came on the train, handcuffed him, and took his fingerprints on a portable scanner. The dependent said his father works at Division 14 and provided his father's name, but he was handcuffed, fingerprinted, and removed. This is the son of a long-time employee, and they want to file a lawsuit against Metro now.
- Ms. Hilyer commented that what she thinks she is hearing Mr. Winston asking is if in this section of Safety Plan, there can language that involves addressing events with all employees. She asked if there is a way to put events like the assault on the Custodian into the Safety Plan. Mr. Khawani explained that one aspect of this matter is the reporting of the information, and it is ideal that these events be reported to the ROC or BOC because that is the centralized mechanism. Once that information is reported, there is a reasonable expectation that other employees and parties will get the information. If it is not reported to the ROC or BOC, then it may get lost. Mr. Winston stated that General Services knew about the assault and should have reported the matter to the ROC or BOC. Mr. Leiva stated that according to SSLE, they want management to report directly to them and Mr. Espinoza now has access to that data and will check the spreadsheet daily.
- Mr. Khawani stated that he would need to know what language the unions are requesting to be added to the Safety Plan. Ms. Hilyer stated that she will speak to Mr. Winston and get the language to Mr. Khawani and Mr. Leiva for review.

#### *673.19 Safety Committees – Joint Labor Management Safety Committee (JLMSC)*

- Mr. Khawani explained that this section talks about this committee, including the meetings, KPIs, and Ground Rules.

#### *673.25(c) Safety Risk Assessment*

- Mr. Khawani explained that this section talks about how Safety assesses safety hazards and assigns each hazard a priority level as shown in the Severity Level chart.

#### *Appendix D: Safety Performance Measures and Performance Targets*

- Mr. Khawani stated that the last update is Appendix D. He explained that the FTA added measures that Metro must now include, and this section shows how we calculated current fiscal year targets for each of those safety measures. This is the format we are asked to use in the Safety Plan, and these are the numbers we reported to National Transit Database which all transit agencies are required to do.
- Frank Forde asked how Metro would categorize when a bus has loose wheels that come off and collide with another vehicle. Also, who in Maintenance reports it and if Corporate Safety is involved. Mr. Khawani stated that this is a hazardous condition that is reported through Safe 7. Mr. Forde then asked if two Safe 7 reports were submitted in the last week for Divisions 15 and 18 where this issue occurred. Mr. Khawani responded that if it is reported, Safety would know about it, but if not, they would not. There was then discussion about who is responsible for reporting an issue like this. Mr. Ott asked how many Operators know how to fill out a Safe 7. Mr. Khawani explained that all Operators should know how because Safety does a lot of outreach about this process. He added that Safety is getting ready to issue a pocket card with resources that employees can use to report issues. He stated that division management investigates Safe 7 reports and responds to the employee. Mr. Ott asked if there is a timeframe for the investigation and what happens if the report is not investigated. Mr. Khawani responded that the timeframe is generally 30 days and if the report is not investigated, the employee can contact Safety who would then contact the division.

- Mr. Ellis asked how a wheel falls off the bus and commented that it should be reported via an accident report. Mr. Khawani agreed and stated that he will review Safe 7 and the accident system to see if the incidents were reported. Mr. Forde said that he would send Mr. Khawani pictures and bus numbers for the vehicles involved.
- Ms. Hilyer stated that she will work with Mr. Winston and the Union Caucus to get the additional language for the Safety Plan and asked that Mr. Leiva work with management once that is received. She asked if with the addition of that language in the Safety Plan, does anyone want to add or change anything else in the Safety Plan. No one expressed any other concerns so Ms. Hilyer asked if the committee wanted to approve the Safety Plan with these additions that will be approved for section 673.11 (7) (ii). Mr. Leiva asked if we have a motion to approve the Metro Safety Plan with additions to 673.11 (7) (ii), Risk Reduction Program for Mitigating Transit Worker Assaults. Mr. Baffoni moved the motion which Mr. Winston seconded. No one opposed the motion. Therefore, the Safety Plan was approved by the committee with the additions to 673.11 (7) (ii).

## 2. FTA General Directive

- ❖ Mr. Huezo shared on screen the draft FTA General Directive Safety Risk Assessment & Mitigation Strategies to Mitigate Transit Worker Assaults Report, which was sent to the committee members for review via email in Microsoft Excel format on October 17, 2024, and Microsoft Word format on November 7, 2024.
- Mr. Khawani explained that Metro's deadline to submit the response report is December 26, 2024. He added that the draft explains what the directive is and how Metro evaluated the data it has up to this point. He went over the transit worker assaults reported to NTD for September 1, 2023 – August 30, 2024, which are broken down by mode and if on a vehicle or in a revenue facility as requested by the FTA. The data shows that the largest number of assaults occur on the bus mode and primarily on the bus. He also went over the chart pertaining to the FTA General Directive 24-1 Risk Rating Scale. Mr. Khawani explained that the FTA is most interested in mitigation strategies and if they are effective. He went through the table of safety risk mitigation strategies used at Metro and commented that the FTA wants to collect this information from all transit agencies so they can share strategies with each other depending on what is working.
- Ms. Serlin asked if the incidents data includes if a weapon was used, such as knives, guns, etc. Also, if spit was involved or physical force was used. Mr. Khawani and Mr. Gummer explained that there is a public report that can be accessed by all. Mr. Khawani shared his screen and displayed data from the public report which showed the methods of assaults as of September 2024. Specifically, five used hands, four spit, one brandished a gun, one brandished a knife, one used a knife, and one threw liquid. Mr. Gummer shared that this data is specific to Bus Operator reports.
- Mr. Frazier shared that in the parking lot for Division 1, two ATU members had their cars vandalized. He added that for one of those events, an unarmed guard saw it occur and let the person walk away. Mr. Winston stated that he would like to add that three cars belonging to TCU members were vandalized at the Willowbrook / Rosa Parks Station. He added that he acquired videos of the incidents and has submitted requests to Metro, but Metro says the parking lot is owned by the county. Mr. Forde stated that there was a situation at Division 15 where someone came onto the property and damaged an employee's car. Also, that this week at Division 13, there were two incidents involving homeless individuals.

- Mr. Forde stated that he previously asked about having an armed security guard back at CMF and asked if there was any update. Mr. Gummer stated that Jose Ortiz (Director, Transit Security) manages contracted resources and reviews if Metro has appropriate resources at the locations. He added that he does not know if a change was made off the top of his head, but he can ask Mr. Ortiz. He explained that when there are security incidents, people need to contact the security center. Often SSLE is notified of incidents days later. Also, if SSLE sees that contract security is not doing their job, it is investigated, and those individuals are replaced if needed. With parking structures, there is an ongoing battle because lots are wide open for entry. We have been looking at and continue to push for putting fences and maybe an automated gate. Also, using Sky Watch and other types of cameras. For locations with fencing, we are looking to improve the fencing because chain link just does not work anymore. There are also parking areas not controlled by Metro where we do not have jurisdiction. If there are challenges, we need to know about them so we can work with Operations to see what can be done. We cannot stop all crimes, but I think we can mitigate them with some simple solutions and guidance to employees, like the importance of reporting these situations. If security is not notified so we can file a police report and investigate, we are hindered from putting mitigation strategies in place. SSLE has been actively going out to locations to conduct assessments and is in the process getting licenses from the DMV for the use of e-cams. We know the importance of keeping employees and their property safe.
- Mr. Taylor shared that the fences were upgrade at Divisions 1, 2, and 18. Those locations now have a special hardened fence and gate instead of a chain link fence.

### **3. System Security & Law Enforcement (SSLE) Updates / Issues**

- ❖ There was no discussion on this topic due to time constraints.

### **4. Bus Operator Barriers**

- ❖ See bullet two in Section 1, Metro Safety Plan, 673.11(7)(i) Risk Reduction Program for Mitigating Safety Events / Injuries.

### **5. Bus Blind Spots & Pedestrian Safety**

- Mr. Wormley asked if there is any update. Mr. Dake explained that they are going to the Board in January for approval to procure two different types of systems and conduct a pilot on Metro vehicles.

### **6. Employee Assault Notifications**

- ❖ See bullets four and six in Section 1, Metro Safety Plan, 673.11(7)(ii) Risk Reduction Program for Mitigating Transit Worker Assaults.

### **7. Additional Employee Resources After Distressing Events**

- ❖ There was no discussion on this topic due to time constraints.

### **8. Open Issues / Discussion and Questions & Answers**

#### Pest Control and Employee Breakrooms

- Mr. Winston explained that a female Custodian was eating in the breakroom and a rat jumped off the refrigerator and into her lap and food. He stated that the event was traumatizing for the employee and that the union receives pictures of rats on Metro property. He added that we know rodents are everywhere, but something needs to be done. Mr. Winston also stated that employees should not be in a breakroom meant for eight employees when twenty employees are in there at the same time. He shared that he met with Mr. Taylor on this matter, and some of the breakrooms are being remodeled, but it has been like this for years.
- Mr. Taylor explained that over the weekend, some major work was occurring at the Union, Civic Center / Grand Park, and Pershing Square stations which were closed for Custodians to perform waxing and detailing. He shared that while he was there, he saw a rat running across the station floor. He added that rats are in Los Angeles and in the system, and Metro has a contract that provides pest and rodent mitigation. He also stated that they are in the process of remodeling break rooms and are checking for how they can find more spaces or the possibility of using trailers. He shared that he found an unused room at a station recently, so now they are going through all the stations to see if there are spaces that can be used for break rooms.
- Errol Frazier stated that pertaining to rodents, the contractor shows up, signs the book, and walks away without doing anything because there is no oversight. He added that no one should have to deal with conditions like this. Mr. Winston shared that when the rat jumped on the employee, she jumped up and hit the table, so her leg is bruised and swollen. He added that now there is a Workers' Compensation claim. Mr. Taylor stated that he would like to report on the supervision of the pest control contractor at the next JLMSC meeting. Ms. Hilyer and Mr. Taylor requested that this topic be added to the next meeting's agenda. Mr. Taylor explained that there is a department that manages the pest control contractor, and he will have an action item to report back and maybe have someone attend the meeting.

**\*Meeting was Adjourned\***

### Follow-Up Items for Next Meeting

NO.	ACTION ITEMS	RESPONSIBLE PARTY	STATUS	STATUS UPDATE
<b>SAFETY ISSUES</b>				
1.	Security at CMF	SSLE – Robert Gummer	During the 11/21/24 JLMSC meeting, Frank Forde asked for an update on if security at CMF is armed or unarmed.	Mr. Gummer to consult with Jose Ortiz on the security posture for CMF and report back to the committee.
2.	Pest Control Contractor	Maintenance & Engineering – Errol Taylor	During the 11/21/24 JLMSC meeting, Mr. Taylor stated that he or a designee would report on the supervision of the pest control contractor.	Mr. Taylor or a designee to report on this topic at the next committee meeting.
3.	Bus Wheel(s) Incidents at Divisions 15 and 18	Safety – Vijay Khawani	During the 11/21/24 JLMSC meeting, Frank Forde inquired into incidents at Division 15 and 18 involving loose wheels on buses.	Mr. Khawani investigated the incidents and provided information which was sent to all committee members via email on 11/27/24.



## SUPPORT TASKS – JOINT LABOR MANAGEMENT SAFETY MEETINGS

1.	Future Meetings	David Huezo	It was requested that the schedule for the next three meetings be noted in the minutes.	<u>Upcoming Meetings Dates</u> <ul style="list-style-type: none"> <li>➤ December 10, 2024</li> <li>➤ January 14, 2025</li> <li>➤ February 11, 2025</li> </ul>
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Next Meeting:

The next JLMSC Meeting is scheduled for Tuesday, December 10, 2024, at 1:00 p.m. The meeting will be held on the ZOOM virtual platform.

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Meeting was Adjourned by: Cristian Leiva, Committee Chair

Minutes were Submitted by: David Huezo, JLMSC Notetaker

Date: November 27, 2024

Minutes were Approved by: JLMSC Members in Attendance

Date:



**Metro**

Los Angeles County  
Metropolitan Transportation Authority

One Gateway Plaza  
Los Angeles, CA 90012-2952

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November 22, 2024

### **Joint Labor Management Safety Committee Ground Rules and Guidelines**

**The Joint Labor Management Safety Committee (JLMSC) met during the months of September, October, and November 2024 and have mutually agreed on the Ground Rules and Guidelines. The Committee members reserve the right to modify the ground rules and guidelines, if necessary.**

1. An equal number of representatives from Los Angeles County Metropolitan Transportation Authority (“Metro”) Management and the Labor Unions, are appointed as official members of the JLMSC. Alternate members have also been identified.
2. The Committee agreed to accept the General Chairman of SMART and the Deputy Chief People Officer, Employee & Labor Relations, as the co-Chairs of the JLMSC. New co-Chairs will be selected by the respective Labor and Management Committee Members on an as needed basis as determined by the JLMSC.
3. Rhonda Hilyer will serve as the JLMSC Facilitator and an employee from Metro’s Employee & Labor Relations Department will serve in the capacity of Notetaker. Neither the Facilitator nor the Notetaker will influence the decisions under consideration by the Committee members.
4. The Facilitator will moderate the conversation during JLMSC meetings and keep the Committee focused on the topic at issue and move toward resolution of the issue/matter being discussed. The Facilitator will set the tone for the meeting and keep the agenda on-track. When necessary, the Facilitator will meet and conciliate with each Committee team. The Facilitator will assist in creating a respectful, professional, and inclusive meeting environment.
5. The Notetaker will be responsible for scheduling the JLMSC meetings, preparing and distributing Agendas as soon as possible in advance of the meetings, distributing Draft and Final meeting minutes, and tracking action items. Additionally, the Notetaker will be responsible for documenting the discussions that take place during the meetings and for preparing the meeting minutes and an action item log. The Notetaker shall be responsible for maintaining all Meeting Minutes and action item logs.
6. Meeting minutes shall be distributed to the official members and the alternate members as soon as possible after the meetings.

7. The JLMSC will meet monthly. Meetings will be held on the ZOOM platform; Microsoft TEAMS may be used as an alternate platform. Meetings may transition to in-person at a mutually agreed upon date and location.
8. JLMSC meetings will occur on the second Tuesday of the month. The duration of the meetings will be scheduled for two hours. The duration of each meeting is subject to change as determined by the members and the agenda items or, as agreed upon in advance by the JLMSC. The agenda will be established at the end of each meeting. Prior to the next scheduled meeting, any committee member may submit an agenda item to the notetaker.
9. To the greatest extent practical, official members shall attend all Committee meetings. Alternate members will be permitted to attend meetings with allowance of moderated input. A quorum is not necessary to conduct a meeting.
10. Committee members shall be responsible for approving Metro's Public Transportation Agency Safety Plan (PTASP) and any significant updates, setting annual performance targets, submitting agenda items to the facilitator, identifying, and recommending risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment. The Committee is also responsible for identifying mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended, identifying safety deficiencies for purposes of continuous improvement, and discussing other safety or security related matters.
11. In addition to the official members, Management and Labor may elect to invite a subject matter expert to present on a particular topic or mitigation strategy. Whenever possible, only one Union-selected and one Management-selected expert per topic will be allowed to present information per meeting. After providing information, experts will be dismissed from the meeting. Union-selected experts will be paid for all time spent attending the meeting.
12. The JLMSC members will use a collaborative approach to work towards discussing and presenting reasonable and practicable mitigations to safety and security issues. A consensus-based approach shall be used in reaching resolution rather than a vote-based approach.
13. It is the responsibility of the JLMSC to manage disputes in order to reach resolutions to ensure the JLMSC carries out its responsibilities.

Should JLMSC members reach impasse on an issue within their purview as prescribed by the Federal Transit Administration's Final Rule and Regulations (April 11, 2024) the JLMSC co-Chairs shall first meet with the JLMSC facilitator, or other mutually agreed neutral party, to attempt to agree on a resolution to recommend to the entire JLMSC for adoption. The co-Chairs may each appoint up to two additional

JLMSC members and/or subject matter experts to take part in this meeting unless the co-Chairs mutually agree to appoint more. Should these discussions not result in an agreement supported by the JLMSC, the parties shall proceed to binding arbitration in accordance with the applicable provisions of the SMART Collective Bargaining Agreement as outlined in Article 26, Section 7, Subsections (a), (b), (c), which are attached.

Management shall be responsible for any expenses in connection with the presentation of its case, and management shall be responsible to pay half of all arbitration expenses per the SMART Collective Bargaining Agreement provisions.

Each union shall contribute a proportionate amount based on membership numbers for the expenses in connection with the presentation of its case, and each union shall contribute a proportionate amount based on membership numbers for half of all other arbitration expenses per the SMART Collective Bargaining Agreement provisions.

14. The JLMSC will adhere to the Federal Transit Administration's Rule 673.25, Section (d), Subsection (6), issued April 11, 2024, which states, "When a large urbanized area provider's Safety Committee recommends a safety risk mitigation unrelated to the safety risk reduction program, and the Accountable Executive decides not to implement the safety risk mitigation, the Accountable Executive must prepare a written statement explaining their decision, pursuant to recordkeeping requirements at §673.31. The Accountable Executive must submit and present this explanation to the transit agency's Safety Committee and Board of Directors or equivalent entity."
15. There shall be no tolerance for retaliation against any safety committee member or Agency employee: (bargaining unit and non-contract) regarding information brought forward or discovered during committee sessions.
16. All safety-related records shall be provided to the committee upon written or oral request. These records may include, but are not limited to:
  - OSHA injury logs
  - Complaints submitted through a safety reporting program maintained by the employer
  - Accident investigation materials and accident reports
  - Vehicle maintenance reports
  - Assault reports
  - Reports from any other workplace committees
  - Agency safety plans and any implementing documents
  - SMS policies and any implementing documents
  - Any other safety policies

The Joint Labor Management Safety Committee Ground Rules/Guidelines have been adopted as recorded below.

Signed and executed this 22nd day of November 2024.

For the JLMSC  
Management Committee Members

For the JLMSC  
Labor Committee Members

*Cristian Leiva*

Cristian Leiva  
JLMSC Co-Chair – Management

*John Ellis*

John Ellis  
JLMSC Co-Chair – Labor

Witnessed by:

*Rhonda Hilyer*  
Rhonda Hilyer, Facilitator

Notetaker:

*David Huezo*  
David Huezo

Distribution:

**Union Committee Members**

**Alternates**

John Ellis – General Chairman, SMART/UTU.....Quintin Wormley/Victor Baffoni  
Fred Hines – Vice President, AFSCME, Local 3634.....Frank Forde  
Judith Serlin – Business Agent, Teamsters, Local 911.....Dion Middleton  
Jeff Shaffer – President, ATU Local 1277 .....Errol Frazier  
Michael Winston – Chairman, TCU/IAM, Local 1315 .....Josh Ott

**Management Committee Members Alternates**

Cristian Leiva – Deputy Chief People Officer .....Esther Reed  
Conan Cheung – Chief Operations Operator.....Matthew Dake/Edna Stanley  
Ken Hernandez – Chief Safety Officer (Interim).....Vijay Khawani  
Robert Gummer – Deputy Chief SSLE Officer .....Nancy Felix  
Errol Taylor – Deputy Chief Operations Officer.....Leticia Solis

Steve Espinoza, EO, Employee & Labor Services  
JLMSC File

## Appendix P: Approval of PTASP Version 1.4 by Metro Board of Directors (PENDING)





# Public Transportation Agency Safety Plan

Operations, Safety, and Customer Experience Committee

January 16, 2025

File #2024-0982



**Metro**

# Public Transportation Agency Safety Plan (PTASP)

- PTASP required by FTA and CPUC
  - Explains Metro's Safety Processes
  - Data-driven approach to manage hazards
  - Includes performance measures and targets
  - Plan coordinated with internal stakeholders and MPO
  - Plan approved by Joint Labor Management Safety Committee
- Based on Safety Management System (SMS) Principles
  - Four Components to SMS:
    1. Safety Management Policy
    2. Safety Risk Management
    3. Safety Assurance
    4. Safety Promotion

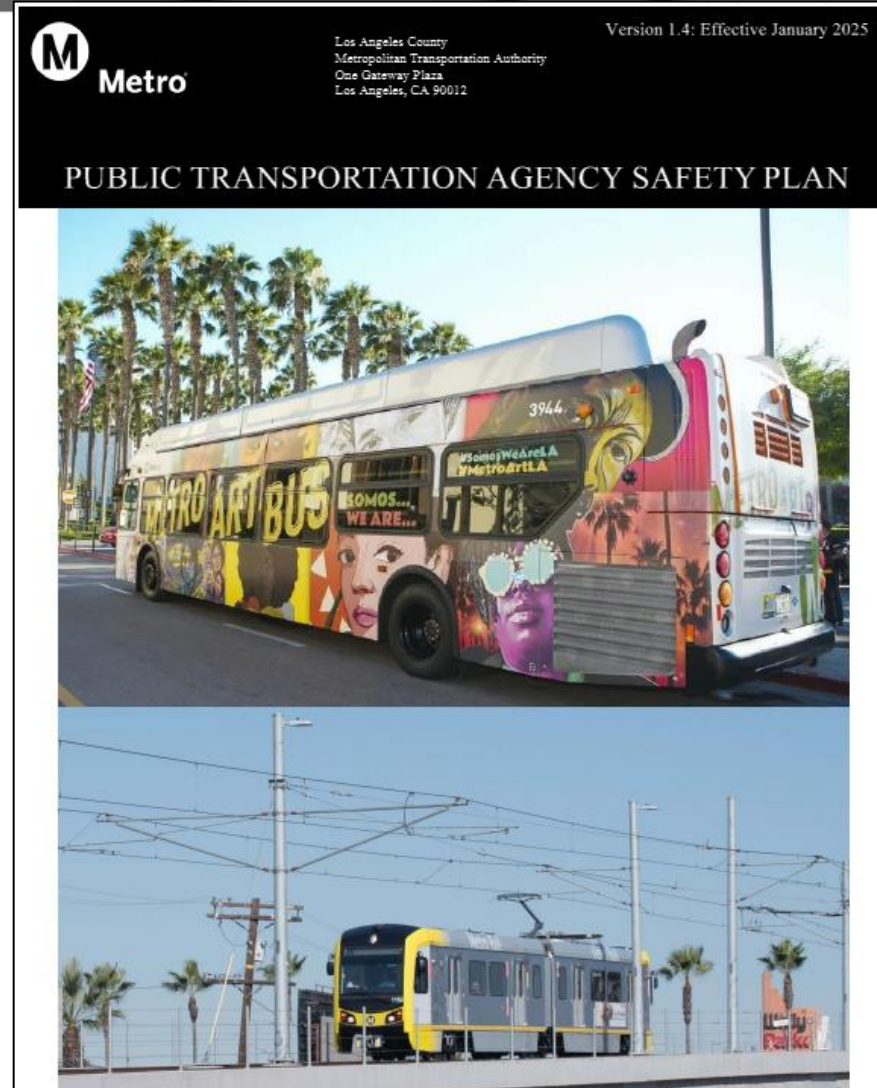


# Public Transportation Agency Safety Plan (PTASP)

- Revised to include:
  - Reference to Roadway Worker Protection Program
  - CPUC's Risk Based Inspection Program
  - Updated Safety Performance Measures
  - Risk Reduction Program for Injuries and Transit Worker Assaults
- Incorporated comments from CPUC on draft version
- Board-approved Plan to be submitted to CPUC
- Subject to annual internal safety reviews
- Triennial audits by CPUC and FTA

# Recommendation

Approve the revised Public Transportation Agency Safety Plan (PTASP), Version 1.4, which incorporates new Federal Transit Administration (FTA) requirements related to Safety Management System (SMS) implementation and documents Metro's processes and activities in compliance with Federal and State regulations.





Thank you

