



PLANNING AND PROGRAMMING COMMITTEE  
SEPTEMBER 20, 2006

**SUBJECT: WILSHIRE BOULEVARD BUS LANE EXPANSION**

**ACTION: AUTHORIZE AN AGREEMENT WITH THE COUNTY OF LOS ANGELES TO DESIGN A BUS LANE EXTENSION AND ASSOCIATED ROADWAY IMPROVEMENTS FOR AN ESTIMATED COST OF \$250,000**

**RECOMMENDATION**

Authorize the Chief Executive Officer to negotiate and execute a cooperative agreement with the County of Los Angeles for the following services related to the extension of the existing Wilshire Boulevard bus lanes and related roadway improvements in West Los Angeles:

- A. Preliminary engineering and supplemental environmental clearance, in an estimated amount of \$200,000 for the Unincorporated Los Angeles County segment between Federal Avenue and Veterans Avenue;
- B. Preliminary engineering, in an estimated amount of \$50,000 for the contiguous City of Los Angeles segment from Barrington Avenue to Federal Avenue.

**ISSUE**

In March 2004, the City of Los Angeles partnered with Metro to open a one-mile section of peak-period dedicated bus lanes along Wilshire Boulevard in West Los Angeles. These lanes have improved bus speeds by up to 14% and bus schedule reliability by up to 32%. The Los Angeles City Council has expressed support for the expansion of bus lanes to other segments of Wilshire Boulevard, but only if other affected jurisdictions including the cities of Santa Monica, Beverly Hills, Caltrans and the County of Los Angeles also agree to participate.

On August 15, 2006 the County of Los Angeles Board of Supervisors approved a draft agreement with Metro for the design and environmental clearance of a short, eastbound extension of the bus lane into the Veteran's Administration complex near the San Diego

Freeway. A map of this segment is included as Attachment A. A copy of the draft agreement is included as Attachment B.

An eastbound bus lane could be added to this segment by shifting the center median of Wilshire Boulevard a few feet to the north and regularizing the sidewalk width on the south side of the street. Other improvements would include extending the eastbound left turn pocket at Sepulveda Boulevard to provide more queuing capacity under the San Diego Freeway.

The recommendation also includes the redesign of the bus lanes for a two-block segment between Barrington and Federal Avenues in the City of Los Angeles. In November 2005, the Los Angeles City Council directed that the bus lanes be removed in these two blocks until such a time as the expansion into the VA Property could be accomplished. LADOT has stated that they will not recommend the restoration of bus lanes into this area unless some street widening takes place to increase roadway capacity for general purpose traffic. The design in this area would focus on securing support from LADOT for at least an eastbound, continuous bus lane from Centinela Avenue to just west of the San Diego Freeway.

### **FINANCIAL IMPACT**

Metro's FY2007 budget includes sufficient funds in Cost Center #4350 Westside Area Team under Project Number 405514 Wilshire Bus Lane project, Account Number 50316 Professional & Technical Services, Task Number 1.01 to pay for the recommended contract action. Once PE design is completed, costs of the construction of these improvements will be better understood. It is expected that these improvements can be funded with available revenue sources approved through the annual budget cycle. Funds for the implementation of the full Wilshire BRT Project are currently programmed starting in FY2010.

### **ALTERNATIVES CONSIDERED**

The Board could choose to defer action on this item. This is not recommended, as it would delay the expansion of the Wilshire bus lanes and contribute to the risk that the Los Angeles City Council will order the removal of the existing bus lane segment.

### **DISCUSSION**

The original budget for the Wilshire Bus Rapid Transit (BRT) Project, as reported in the 2002 Final Environmental Impact Report, was \$232.2 million. At that time, there was not support from local jurisdictions along the route to approve the project for implementation and the Board directed staff to work with individual jurisdictions to implement segments of the project where feasible. Since that time, certain project elements have been approved by the Board for implementation under separate actions including the purchase of higher capacity BRT vehicles and upgraded bus maintenance facilities to accommodate the larger buses.

In November 2005, staff presented a scope and budget for remaining elements of the 2002 Wilshire BRT Project that had not been implemented by other means. These improvements included curb lane reconstruction, BRT stations, Parking Facilities and Peak Period Bus Lanes. The total cost of the above improvements was estimated at \$97.3 million.

The staff further identified a smaller set of BRT improvements that could be developed as part of an Early Implementation Strategy, if supported and implemented by local jurisdictions. Projects that were included on this list included curb lane reconstruction/peak period bus lane in the Western to Fairfax segment, peak period bus lanes in the Fairfax to Doheny segment, bus signal priority in the City of Beverly Hills, I-405 ramp meter upgrades at the I-405 Freeway, bus lane extension and roadway improvements in the Veteran's Administration Property and implementation of bus signal priority in the City of Santa Monica.

Metro staff is continuing to meet and work with local jurisdictions along the Wilshire route to develop these projects.

#### **NEXT STEPS**

Upon approval by the Board, staff would negotiate and execute an agreement with the County of Los Angeles to begin work on the preliminary engineering and environmental clearance of the above segment.

#### **ATTACHMENTS**

- A- Map of Wilshire Bus Lane Extension & Roadway Improvements in Unincorporated County of Los Angeles (Veteran's Administration segment)
- B- County of Los Angeles Approved Report to Board of Supervisors including Draft Cooperative Agreement, August 15, 2006

Prepared by: David Mieger  
Director of Westside Planning



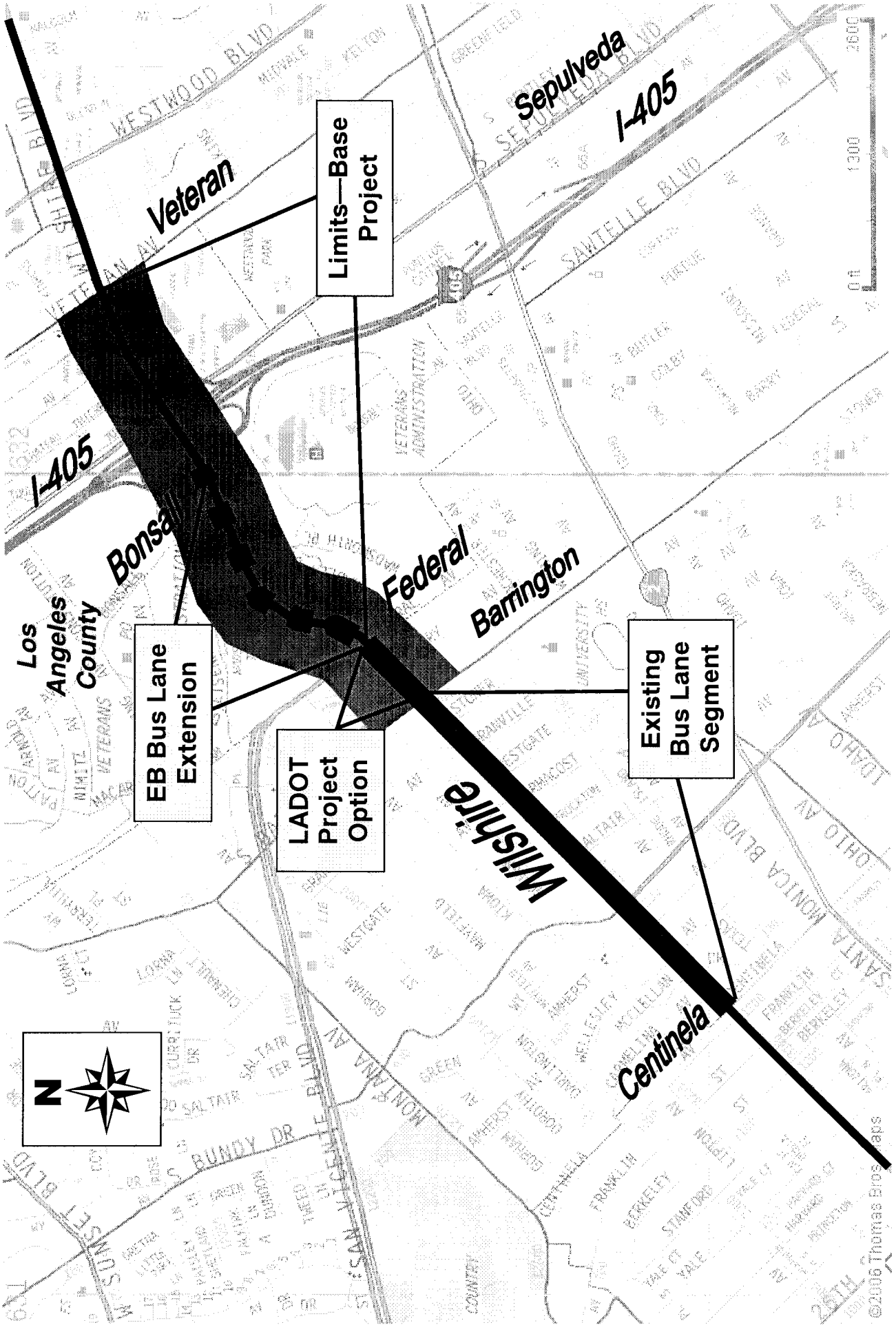
Carol Inge  
Chief Planning Officer



Roger Snoble  
Chief Executive Officer

Attachment A  
Map of Wilshire Bus Lane Extension & Roadway Improvements  
in Unincorporated County of Los Angeles  
(Veteran's Administration segment)

**Attachment A:  
Wilshire Boulevard Roadway Improvements & Bus Lane Extension**



Attachment B  
County of Los Angeles Report to Board of Supervisors  
including Draft Cooperative Agreement  
August 3, 2006  
Approved August 15, 2006



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
www.ladpw.org

DONALD L. WOLFE, Director

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE: PD-1

August 3, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**WILSHIRE BUS RAPID TRANSIT PROJECT  
COUNTY OF LOS ANGELES—LOS ANGELES COUNTY  
METROPOLITAN TRANSPORTATION AUTHORITY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 3  
3 VOTES**

### **IT IS RECOMMENDED THAT YOUR BOARD:**

Authorize the Director of Public Works, or his designee, to negotiate and execute a cooperative agreement with the Los Angeles County Metropolitan Transportation Authority (Metro), in substantially the same form as the enclosed draft cooperative agreement, for preliminary engineering related to a proposed project to improve traffic flow and bus operations on Wilshire Boulevard from Federal Avenue/San Vicente Boulevard to Veteran Avenue in unincorporated County area. Under the terms of the agreement, the County will perform the preliminary engineering and environmental clearance matters for the proposed project, with Metro to finance all costs, estimated to be \$200,000.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County and Metro propose to improve traffic flow and bus operations on Wilshire Boulevard from Federal Avenue/San Vicente Boulevard to Veteran Avenue in unincorporated County area. The proposed project will consist of roadway and traffic control modifications necessary to improve the westbound entrance to the bus-only lane



The Honorable Board of Supervisors  
August 3, 2006  
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at the intersection of Federal Avenue/San Vicente Boulevard, extend the existing eastbound bus-only lane from Federal Avenue to Bonsall Avenue, and various other traffic circulation improvements.

Your Board's authorization for the Director of Public Works, or his designee, to negotiate and execute a cooperative agreement with Metro is necessary for the delegation of responsibilities and cooperative financing of the preliminary engineering and environmental clearance services related to this proposed project.

### **Implementation of Strategic Plan Goals**

This action meets the County Strategic Plan Goal of Service Excellence. Traffic circulation and bus operations will be enhanced on this important regional arterial for Los Angeles County residents, thereby improving their quality of life. It also meets the Goal of Fiscal Responsibility by actively seeking external funding sources for transportation improvement projects in unincorporated County area.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County's General Fund.

The cost of the preliminary engineering and environmental clearance work to be performed by the County is estimated to be \$200,000. Funding for this work is included in the Fiscal Year 2006-07 Road Fund Budget, with all expenditures to be reimbursed by Metro.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The final cooperative agreement will be reviewed and approved as to form by County Counsel prior to signature by the Director of Public Works, or his designee.

### **ENVIRONMENTAL DOCUMENTATION**

The authorization to perform preliminary engineering does not constitute a project and therefore does not require an environmental finding under the California Environmental Quality Act. An environmental review and the appropriate environmental document for any resulting project will be completed and submitted to your Board for adoption at the appropriate time.

The Honorable Board of Supervisors  
August 3, 2006  
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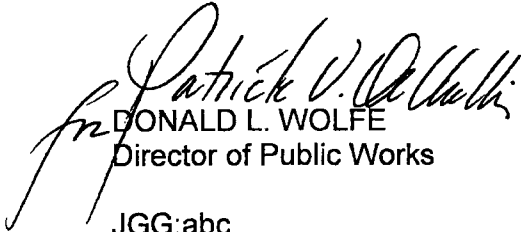
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Wilshire Boulevard is on the County Highway Plan and the proposed improvements are needed and of general County interest.

**CONCLUSION**

Upon approval by your Board, please return three adopted copies of this letter to Public Works.

Respectfully submitted,

  
DONALD L. WOLFE  
Director of Public Works

JGG:abc

C070066

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Enc.

cc: Chief Administrative Office  
County Counsel

**COOPERATIVE AGREEMENT**  
by and between the  
**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY**  
and the  
**COUNTY OF LOS ANGELES**

This Cooperative Agreement (the "Agreement") is made and entered into as of August \_\_, 2006 by and between the Los Angeles County Metropolitan Transportation Authority ("METRO") and the County of Los Angeles (the "County").

**RECITALS:**

- A. In \_\_\_\_\_, 200\_, the METRO Board authorized the development of Preliminary Engineering (PE) for the Wilshire Bus Rapid Transit (BRT) project, including a Wilshire bus-only lane from Western Avenue in City of Los Angeles ("City") to Ocean Boulevard in the City of Santa Monica (See Attachment A – METRO Board Report).
- B. The County desires to improve mixed-flow traffic operations on the portion of Wilshire Boulevard on County/Federal land between Federal Avenue/San Vicente Boulevard and Veteran Avenue (See Attachment B – Project Location Map).
- C. METRO desires to improve bus operations and mixed-flow traffic operations on the portion of Wilshire Boulevard on County/Federal land between Federal Avenue / San Vicente Boulevard and Veteran Avenue.
- D. The County desires to cooperate with METRO to implement roadway modifications on County/Federal land and to extend the existing bus-only lane from Federal Avenue to the Bonsall Avenue in order to improve both mixed-flow traffic operations and bus operations on the portion of Wilshire Boulevard on County/Federal land between Federal Avenue / San Vicente Boulevard and Veteran Avenue.
- E. Pending final negotiated price from the County, METRO is willing to reimburse the County up to \$200,000 ("Funds") for preliminary engineering work related to the roadway modifications and bus-only lane (Base project) and the roadway modifications (Optional Add-On to Base project) on Wilshire Boulevard, subject to the terms and conditions herein and METRO's acceptance of such negotiated price.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT:

1. Scope of Work/Schedule.

a. This Agreement is limited to Preliminary Engineering. This Preliminary Engineering phase is identified as Phase 1. Later phases, for such things as Final Design, Bidding/Procurement, and Construction, if pursued, will be addressed under a separate agreement.

b. The County shall be responsible for providing complete preliminary engineering work to accommodate roadway and traffic modifications, including transitions back to existing roadway approaches, on the portion of Wilshire Boulevard on County/Federal land between Federal Avenue / San Vicente Boulevard and Veteran Avenue. This work ("Base Project") also includes complete preliminary engineering for an eastbound bus-only lane on the portion of Wilshire Boulevard on County/Federal land between Federal Avenue / San Vicente Boulevard and Bonsall Avenue.

The County shall also be responsible for providing complete preliminary engineering work to accommodate roadway and traffic modifications, including transitions back to existing roadway approaches, for an alternative transition on the western approach to the Federal Avenue / San Vicente Boulevard intersection. This alternative transition ("Alternative West Transition") will accommodate potential roadway modifications, proposed by City of Los Angeles, on the portion of Wilshire Boulevard in the City of Los Angeles between Barrington Avenue and Federal Avenue / San Vicente Boulevard.

All work shall be in accordance with the detailed scope and requirements detailed in this agreement (See Attachment C - Detailed Scope of Work).

c. The County shall be responsible for adhering to the Preliminary Engineering Schedule (See Attachment D – Project Schedule).

2. Project Funding

a. The funding agencies for the work to be performed under this Agreement are the State of California Department of Transportation (Caltrans) and METRO.

b. Two Hundred thousand dollars (\$200,000) shall be used to pay for the work to be performed under this Agreement. In fiscal year 2007, METRO will notify the County regarding the Funds available. The County is not authorized to exceed such amount allocated by METRO for the preliminary engineering work without prior written approval by METRO.

c. It is anticipated that state Traffic Congestion Relief Program (TCRP) funds and METRO General Funds will be used to fund the work to be performed under this Agreement. If the actual funding sources change at any time during the term of this Agreement, METRO will notify County of the new funding source(s) and the parties will amend this Agreement to reflect the new funding source(s), including any regulatory obligations that may be associated with the new funds.

d. The use of TCRP Funds is limited to preliminary engineering.

### 3. Payment

a. METRO shall reimburse the County an amount not to exceed \$200,000, for the Project, as detailed herein.

b. Any change to the Scope of Work and/or cost must have the express prior written consent of METRO. If County acts without METRO's written authorization, County shall be responsible for such unauthorized work.

c. County shall use the Funds received under this Agreement exclusively for the Scope of Work described in Section 1 above.

d. County shall submit quarterly invoices to METRO for all work performed under this Agreement with supporting documentation in a form acceptable to METRO.

e. METRO shall review invoices and their supporting documentation for adequacy, accuracy, and completeness. Within ten (10) working days of receipt of an invoice, METRO shall either approve the invoice for payment or reject the invoice. If an invoice is rejected, it shall be returned to the County and County shall be informed of the reason for the invoice's rejection.

f. METRO shall pay County any approved invoices within 30 working days from the date METRO receives the invoice.

g. County, at any time, may, at its sole discretion, designate an alternative payment mailing address, if applicable. METRO shall be notified of such changes as provided in paragraph 10k.

h. METRO shall retain the right to review invoices based upon approved scope of work, approved project budget and schedule and according to the State TCRP guidelines.

#### 4. Reporting

County will provide progress reports quarterly with updates on the project schedule, balance of funds, work completed-to-date and planned activities. The reports will be due in March, June, September and December of each year.

#### 5. Term

The term of this Agreement shall commence on the date of last execution and shall remain in effect until all work to be performed under this Agreement has been completed according to the scope of work but in no event shall the term extend beyond December 30, 2008, unless agreed to in writing by the parties or terminated earlier as provided for herein.

#### 6. Indemnification

a. Pursuant to the provision of Section 895.4 of the California Government Code, the County agrees to indemnify, defend and hold METRO and its officers, employees and agents harmless from all liability for damage, actual or alleged, to person or property arising out of or resulting from the County and /or its contractors and agents' acts or omissions in the performance of this Agreement. The provision shall survive termination of this Agreement.

b. Pursuant to the provision of Section 895.4 of the California Government Code, METRO agrees to indemnify, defend and hold the County and its officers, employees and agents harmless from all liability for damage, actual or alleged, to person or property to the extent arising out of or resulting from METRO's and its agents' acts or omissions in the performance of this Agreement. This provision shall survive termination of this Agreement.

c. The County will include in any agreements with its contractors or subcontractors an indemnity clause which will defend and hold METRO and its officers, employees and agents harmless from all liability for damage, actual or alleged, to person or property arising out of or resulting from their contractor and its subcontractor's acts or omissions in the performance of this Agreement with respect to the Project.

d. In the event of third-party loss caused by negligence, wrongful act or omission of parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be judicially determined. The provisions of California Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated by reference.

7. Records/Audit.

a. County's expenditures pertaining to this Agreement shall be supported by properly executed documents evidencing in detail the nature of the charges. At such times and in such forms as either party may require, there shall be furnished to such party such statements, records, reports, data and information as the other party may request pertaining to matters covered by this Agreement. These records shall be made available to either party for copying, audit and inspection at any time during normal business hours.

b. All County records with regard to this Agreement shall be available for inspection and audit by METRO and its designee. County shall maintain records in their original form for a period of three years from the completion of the work performed under this Agreement.

c. County agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). The County shall reimburse METRO for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions as defined by this Agreement. County understands METRO intends to use state dollars to fund its payment obligations hereunder and shall ensure the expenditure of the Funds is in compliance with state guidelines.

d. County shall cause its contractors and subcontractors to comply with the audit requirements contained herein. County shall cause its contractors and subcontractors to cooperate fully in furnishing or in making available to METRO the records deemed necessary by METRO auditors or authorized representatives to audit this Agreement.

8. Disputes

a. Disputes arising in the performance of this contract, which are not resolved by agreement of the parties, shall be decided in writing by METRO's Chief Planning Officer (CPO). This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, County mails or otherwise furnishes a written appeal to METRO's Chief Executive Officer (CEO). In connection with any such appeal, County shall be afforded an opportunity to be heard and to offer any evidence in support of its position. The decision of METRO's CEO shall be binding upon the County and the County shall abide by the decision.

b. Unless otherwise directed by METRO, County shall continue to perform under this contract while matters in dispute are being resolved.

9. Termination

a. Either METRO or County may terminate its obligations hereunder at any time, without cause, by providing not less than ten (10) calendar days advanced written notice of such intent to terminate to the other Party.

b. If this Agreement is terminated pursuant to Subsection (a) above, County shall be paid its reasonable allocable and allowable costs, including contract closeout costs, and on work performed up to the time of termination. County shall promptly submit its termination claim to METRO. If County has any property in its possession belonging to METRO, the County will account for the same and dispose of it in the manner METRO directs.

c. If the County does not deliver services in accordance with the Agreement delivery schedule, or if County fails to perform in the manner called for in the Agreement, or if the County fails to comply with any other provisions of the Agreement, METRO may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on County, setting forth the manner in which County is in default. County will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by METRO that the County had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of County, METRO, after setting up a new delivery of performance schedule, may allow the County to continue work, or treat the termination as a termination for convenience.

d. METRO in its sole discretion may, in the case of a termination for breach or default, allow the County thirty (30) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If County fails to remedy to METRO's satisfaction the breach or default or any of the terms, covenants, or conditions of this Agreement within thirty (30) calendar days after receipt by County of written notice from METRO setting forth the nature of said breach or default, METRO shall have the right to terminate this Agreement without any further obligation to County. Any such termination for default shall not in any way operate to preclude METRO from also pursuing all available rights and remedies under law or in equity against County for said breach or default.

e. In the event that METRO elects to waive its remedies for any breach by County of any covenant, term or condition of this Agreement, such waiver by METRO shall not limit METRO's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

10. Miscellaneous



a. This Agreement constitutes the entire agreement between the County and METRO with respect to the work to be performed and all changes must be made in writing through mutual agreement prior to taking effect. Amendments must be in writing and properly executed by County and METRO. Such amendments may be executed by the Chief Planning Officer or his designee on behalf of METRO and the Director of County's Department of Public Works or his designee on behalf of County.

b. All parties to this Agreement shall comply with applicable Local and State laws and regulations with respect to contracts entered into in the implementation of the Scope of Work described in this Agreement.

c. County warrants and certifies that in the performance of this Agreement, it shall comply with all applicable statutes, rules, regulations and orders of the State of California, and the County of Los Angeles. County further warrants and certifies that it shall comply with new, amended or revised laws, regulations and/or procedures that apply to its performance under this Agreement. County's failure to so comply shall constitute a material breach of this contract.

d. The County and METRO shall comply with all relevant Local and State rules and regulations with respect to conflicts of interest.

e. Each party to this Agreement warrants that it has not paid or given or will not pay or give to any third person any money or other consideration for obtaining this Agreement.

f. Waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of each party to this Agreement.

g. No waiver by any party or a breach of any provision of these conditions shall be deemed for any purpose to be a waiver or a breach of any other provision hereof or of a continuing or subsequent breach of the same provision.

h. Should any covenant, condition or provision herein contained be held to be invalid by final judgment in any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any other covenant, condition or provision herein contained.

i. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

j. Time is of the essence.

k. The representatives of the County and METRO who are authorized to administer this Agreement and to whom formal notices, demands and communication shall be give as follows:

County of Los Angeles  
Department of Public Works  
900 So. Fremont Avenue, 11<sup>th</sup> Floor  
Alhambra, CA 91803  
Attn: Paul Maselbas, Assistant Division Engineer

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
MS: 99-22-05  
Los Angeles, CA 90012  
Attn: David Mieger, Director of Westside Area Team

I. Monthly Reports and notices to METRO shall be mailed to:

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
MS: 99-22-5  
Los Angeles, CA 90012  
Attn: \_\_\_\_\_, Project Manager

m. Invoices to METRO shall be addressed to:

Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P.O. Box 512296  
Los Angeles, CA 90051-0296  
With a copy to: \_\_\_\_\_, Project Manager

n. The relationship of the parties under this Agreement is, and at all time shall remain, solely that METRO is a grantor to the COUNTY. The parties do not undertake nor assume any responsibility or duty except as expressly provided for herein. Except as specifically provided in writing, none of the parties shall have any authority neither to act as an agent for the other nor to bind the other to any obligation.

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

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: \_\_\_\_\_  
ROGER SNOBLE  
Chief Executive Officer

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Donald L. Wolfe  
Director of Public Works

APPROVED AS TO FORM:  
Office of the County Counsel

By: \_\_\_\_\_  
Deputy County Counsel