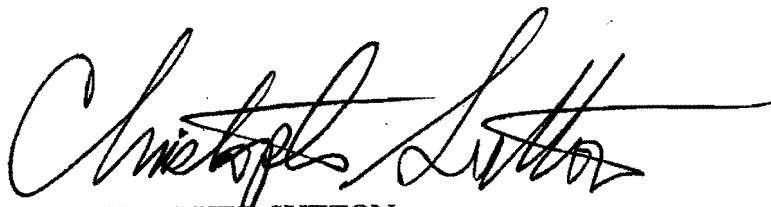


Saltarelli/Nguyen
July 27, 2015
Page 15

A handwritten signature in black ink, appearing to read "Christopher Sutton". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

CHRISTOPHER SUTTON

FOR

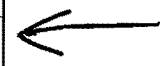
LAW OFFICE OF CHRISTOPHER SUTTON

BST:jmr
Attachments

Exhibit 1

No.	Date of Question	Question	Answer	Answer Issued
1	1/23/2013	We hereby respectfully request a 12-week time extension to the submittal of the RFP for the Regional Connector Transit Corridor D/B Proposal.	LACMTA will revise the Request For Proposal extending the Proposal Due Date to June 18, 2013. This extension still allow LACMTA to work with its funding partners in a timely manner.	2/26/2013
2	1/30/2013	Please provide all of the electronic files for the project definition drawings. Please include any MicroStation files, InRoads or InRoad files, AutoCAD files, Revit files,.dgn or photogrammetry files that are available.	<p>The CADD Files for the Project Definition Drawings shall be provided only to LACMTA Pre-Qualified Firms/Teams listed in Exhibit A of the RFP Proposal Letter (Letter Invitation). Access to these documents is subject to the requirements provided in Article No. 5 of the Letter of Invitation Supplement (Construction).</p> <p>5. NON-DISCLOSURE AGREEMENT FOR SECURITY SENSITIVE AND CONFIDENTIAL INFORMATION</p> <p>In connection with the development of a proposal for this RFP, LACMTA has determined that there are certain materials and information that should be provided to potential Proposers that are designated as Security Sensitive Information (SSI) and confidential information or are exempt from disclosure to the public or other unauthorized persons as provided under GEN 8 of LACMTA's Administrative Policies. The Project Definition Drawings (CADD Files) are the SSI and confidential information that LACMTA shall release to potential Proposers in CD/DVD.</p>	2/11/2013
			<p>The disclosure of above information shall be limited to LACMTA Pre-Qualified Firms/Teams only.</p> <p>As a condition to receiving access to the above-mentioned SSI and confidential information, potential Proposers must sign the NON-DISCLOSURE AGREEMENT FOR CONFIDENTIAL AND SECURITY SENSITIVE INFORMATION (EXHIBIT C) and must agree to safeguard and hold SSI and confidential information in strictest confidence in accordance with said agreement. Unsuccessful Proposers shall return to LACMTA all SSI and confidential information upon the award of the Contract." LACMTA will provide the SSI documents after receiving the completed and signed Non-Disclosure Agreement.</p>	
3	1/31/2013	Is there a DVBE or a SDVOBE requirement?	<p>No, there is no DVBE or SDVOBE requirement. LACMTA has established a "Disadvantaged Business Enterprise Anticipated Level of Participation (DALP) for this project in the percentage of:</p> <p>Design Twenty Percent (20%) of the Total Price for Final Design Construction Twenty Percent (20%) of the Total Price for Construction</p> <p>1. Achieving the DALP percentage established for this contract is encouraged and is not a condition of award or issue responsiveness. However, it is the policy of LACMTA to provide the maximum opportunity for DBE firms to compete on its federally-assisted contracts.</p> <p>2. DBE participation listed for this contract may be counted towards LACMTA's race neutral overall DBE goals.</p>	2/11/2013
4	1/31/2013	Just following up to see if any Commissioning scope will be included in this bid to the general contractors.	The Contractor will be required to provide ongoing support to LACMTA during the testing and commissioning of the system, as noted in the Scope of Work and General and Technical Requirements.	2/11/2013

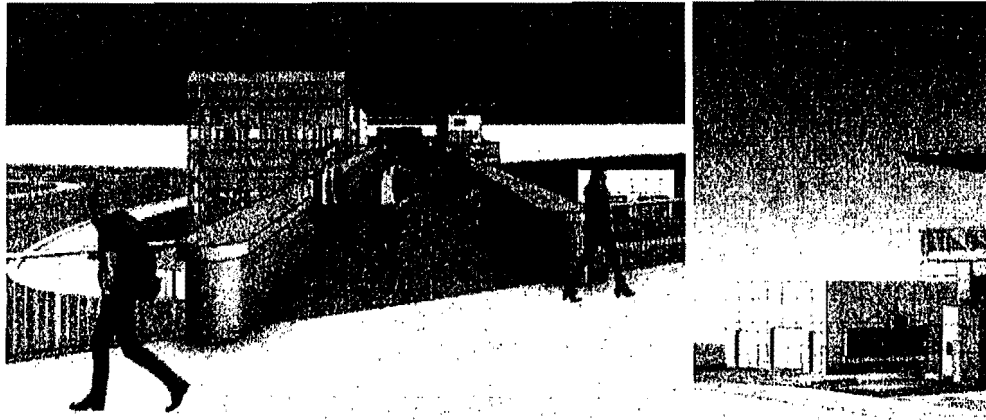
No.	Date of Question	Question	Answer	Answer Issued
375	5/22/2013	<p>Alternate Design Proposal MCC/CIC Interface; 26 05 05: The specification 26-05-05 Page #8 calls for an alternate proposal to include for adding CIC cabinets to the MCC's (see below). There is no provision on the bid form for this alternate proposal (or option). From Section 26 05 05:</p>	<p>Requirements for Design of MCCs will be clarified by RFP Amendment. Only a base design will be required and the requested bid forms are not needed.</p>	6/5/2013
		<p>The Contractor shall submit an alternate design proposal with his bid for the "MCC/CIC Interface Redesign" to simplify the complexity of the wiring interface at the CIC. The alternate design proposal shall include the use of micro PLC I/O devices located in the MCC wiring bucket for each equipment, with the end result of a simplified single network wiring interface between MCC bucket micro I/O modules and the CIC PLC remote I/O real-time control unit. Equipment safety interlocks required by the Metro Design Criteria and directive drawings shall be taken into consideration when redesigning this interface.</p>		
		<p>The CIC cabinet shall be of steel construction, indoor type. It can be part of a motor control center lineup and shall be provided with terminal blocks mounted on an interior panel within the cabinet. The SCADA/PLC remote I/O interface connections shall be made at these terminal blocks. The redesign of the CIC cabinet design will also need to be included in the alternate "MCC/CIC Interface Redesign" Proposal.</p> <p>These cabinets will also be used to terminate I/O of the communications and supervisory system circuits such as public address, fire protection, fire alarm, telephone, intrusion detection, and access control etc., Termination strips for these system equipment circuiting interfaces shall be provided at the top right hand corner of the CIC cabinet.</p> <p>Please provide direction and issuance of the Bid Form providing the proper method for offering the requested MCC/CIC Interface Redesign proposal.</p>		
376	5/22/2013	<p>The Alt-1 / Alt-2 drawing number format issued under Amendment#1 followed the following format:</p> <p>Alt-1 drawing = R3-E-101 Alt-2 drawing = R3-E-2101 (the addition of a s indicating Alt-2)</p> <p>That being the case there appears to be drawings missing for Alt-2. The missing drawings are:</p> <p>R3-E-2301; R3-E-2304; R3-E-2321; R3-E-2322; R3-E-2331; R3-E-2361 R3-S-2201; R3-S-2202; R3-S-2203; R3-S-2204</p>	<p>Changes to drawings are being issued by RFP Amendment. The escalator/ stair alternative entrance is being eliminated. Only the all-elevator station entrance design will be proposed.</p>	6/5/2013
		<p>In addition drawing R3-E-202 issued with Amendment #1 is for an Electrical Room Enlarged Plan, whereas it would be reasonable that R3-E-2202 would be issued if following the same numbering format as stated above would be for the East Station Single Line, so it appears the drawing numbers have gotten crossed.</p> <p>Please advise and provide any missing drawings.</p>		



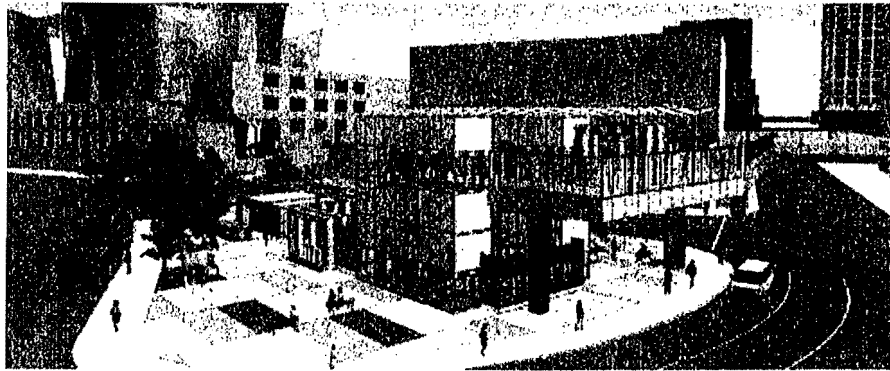
WIR

Updated design plans for pedestrian bridge at Regional Connector 2nd Place/Hope St Station

BY ANNA CHEN ON JULY 24, 2015 • (12 COMMENTS)



THE



If you've been following the Regional Connector project, you may remember that there were some public concerns about connecting the future 2nd/Hope Station to the many attractions along Grand Avenue. (And if you don't remember, here's a refresher (<http://thesource.metro.net/2013/05/16/new-concept-developed-to-better-connect-the-regional-connector-to-grand-avenue-community-funding-however-will-be-needed/>).

The Regional Connector Community Leadership Council's 2nd/Hope Committee, made up of area residents and stakeholders, requested a pedestrian to help bring bring riders from the underground platform to Grand Avenue's street level. While I'm not always a fan of "sidewalks in the sky" (although admittedly they tend to make cities look cool and futuristic), I'm a big fan of better connections for people who walk.

So here's Metro's updated design plans for the 2nd/Hope Station's pedestrian bridge. The committee found the design attractive and functional without competing with the extraordinary architecture of its neighbors — The Broad museum, MOCA, Walt Disney Concert Hall, etc. — while working well with Metro's modern system-wide station design.

"The committee feels the clean lines and pragmatic design of the bridge will safely connect transit users and area visitors to Upper Grand's rich entertainment, business, cultural and educational

File

There were a few concerns raised regarding the stainless steel cap to the bridge. Some commented that steel could easily be scratched. Others were worried that the flat design may tempt skateboarders to use it despite the clear danger of height. In addition, stainless steel can become hot to touch. (Take it from me, dedicated statue-hugger, you do not want to touch things made of stainless steel on a sunny day.)

Metro designers will consider alternatives in light of the comments, so there will be more design work to come before this station design is finalized.

THE

Is it really so hard to just have a secondary exit on **the** sidewalk area next to the buildings instead of stranding exiting riders on the traffic island and then forcing them to take slow elevators to go over a sky bridge to cross a street? I know there isn't wide open areas off the island, but plenty of cities manage to fit extra exits on relatively narrow sidewalks without an issue.

You're supposed to be actively working on "last mile" issues and yet seem to have trouble dealing with the "last 50 foot issue"

★ (http://thesource.metro.net/2015/07/24/updated-design-plans-for-pedestrian-bridge-at-regional-connector-2nd-placehope-st-station/?like_comment=187938&_wpnonce=ed222c6c51)

Like

< Older Comments

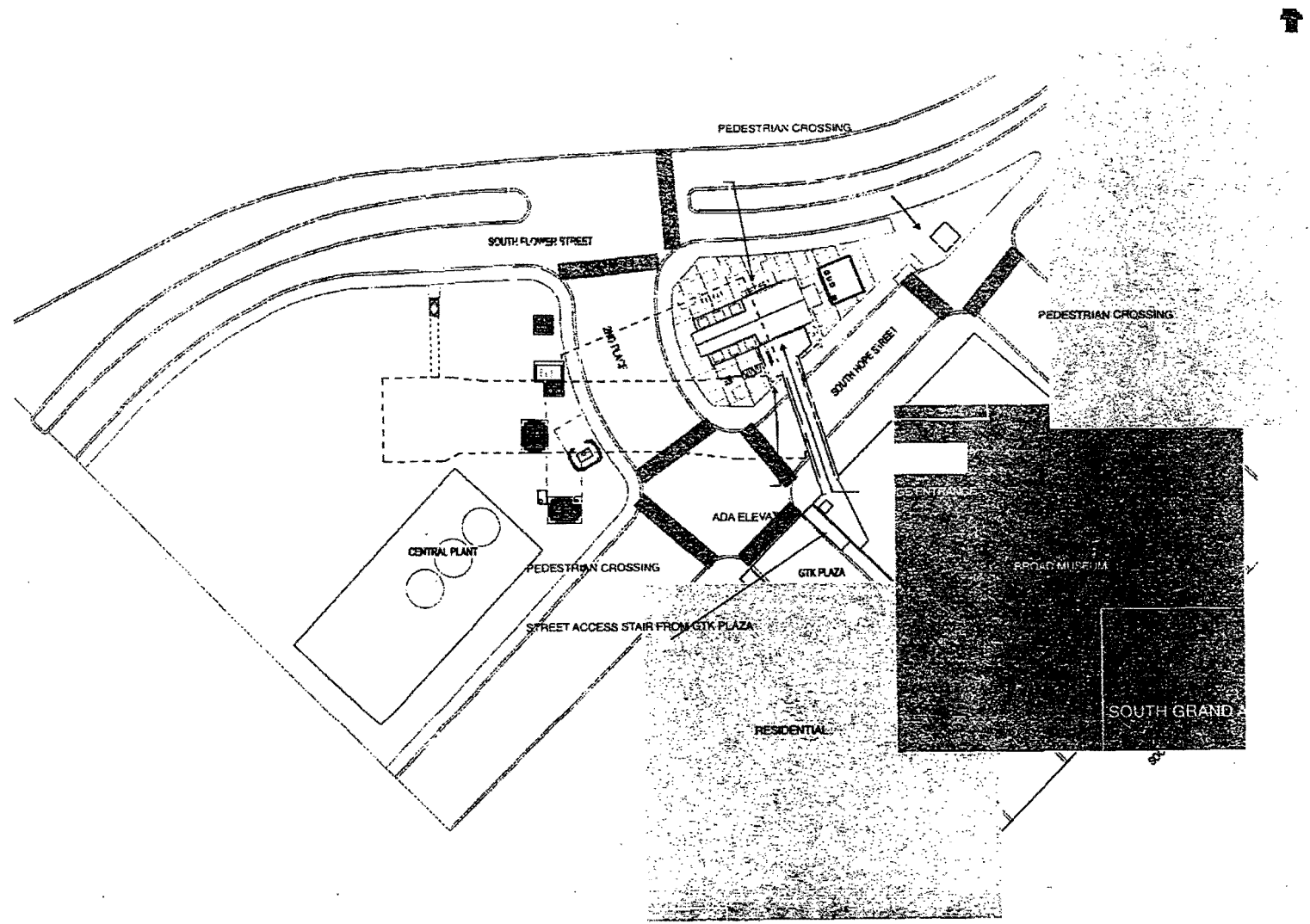
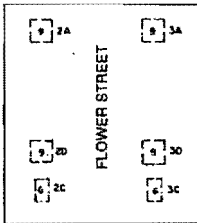


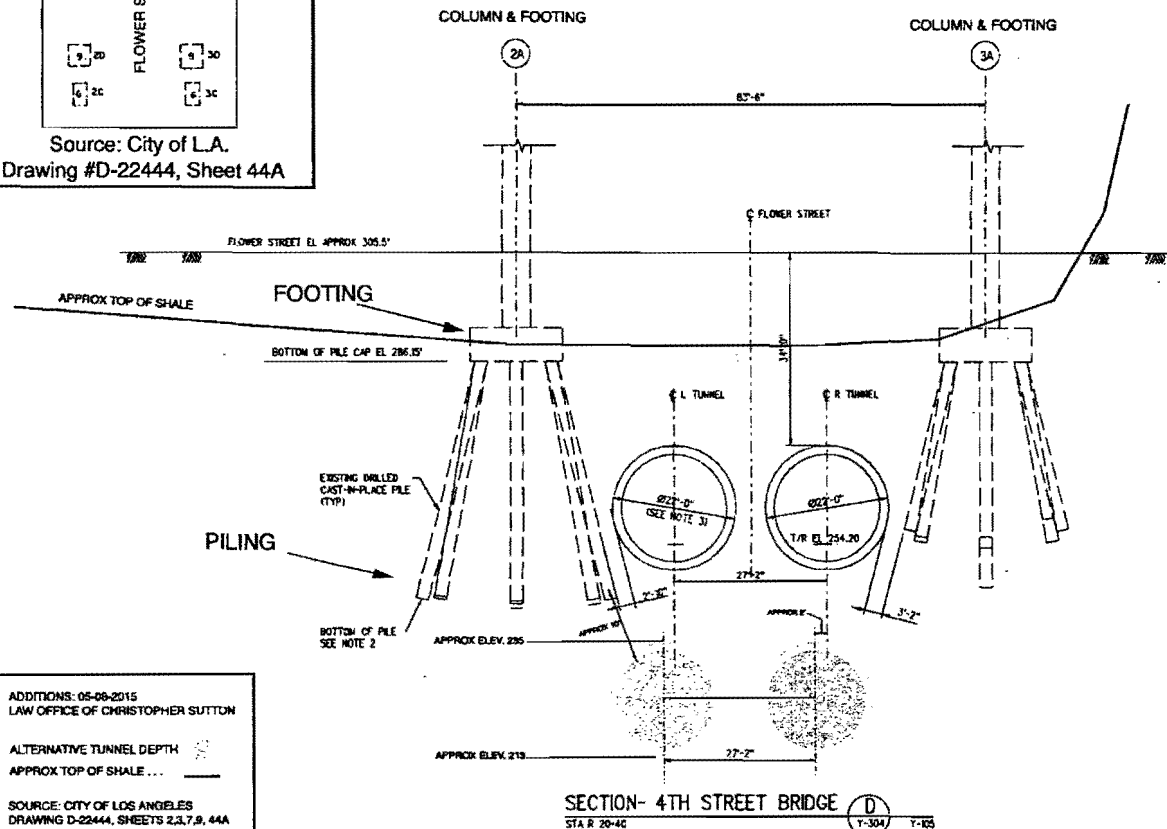
Exhibit 2

FOURTH STREET BRIDGE FOOTINGS: 2A & 3A

FOOTING LOCATIONS

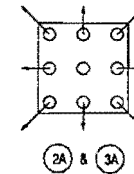


Source: City of L.A.
Drawing #D-22444, Sheet 44A



NOTES:

- FOR GEOLOGICAL PROFILES ALONG TUNNEL ALIGNMENT SEE GEOLOGICAL PLAN AND PROFILE DRAWINGS.
- THE PILE CAP AND PILE TIP DATA ARE EXTRACTED FROM AS-BUILT DRAWINGS OWNED BY THE CITY OF LOS ANGELES D-224444.
- PILE AND PILE CAP INFORMATION TO BE VERIFIED IN FIELD BY THE CONTRACTOR.
- AN OUTSIDE DIAMETER OF 22'-0" IS USED FOR CLEARANCE ANALYSIS OF TUNNELS AND FOUNDATIONS.



TYPICAL PILE INCLINATION PATTERN

PILE ORIENTATION		
PIER NO.	PILE DIA (IN)	AS-BUILT PILE TIP ELEVATION
2A	26	244.65
	26	243.15
	26	243.15
	26	244.15
	26 Y	243.65
	26	244.15
	26	244.15
	26	242.15
3A	26	244.15
	26	253.95
	26	253.95
	26	254.65
	26	256.65
	26 Y	246.13
	26	256.65
	26	254.65
26	255.55	
26	258.65	

ADDITIONS: 05-08-2015
LAW OFFICE OF CHRISTOPHER SUTTON

ALTERNATIVE TUNNEL DEPTH
APPROX TOP OF SHALE ...

SOURCE: CITY OF LOS ANGELES
DRAWING D-22444, SHEETS 2,3,7,9, 44A

SECTION- 4TH STREET BRIDGE
STA R 20+40



BASIS FOR COST

REV	DATE	BY	APP	REQ. NO.	EXPIRES	SCALE	HOLES	DESCRIPTION

DESIGNED BY: N. ALLAMVERDI
 CHECKED BY: J. DALVA
 CHECKED BY: V. MASRI
 IN CHARGE: P. ROY
 DATE: 2/3/2012

Metro
 The Connector Partnership

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

777 S. FLORENCE STREET
 8TH FLOOR
 LOS ANGELES, CA 90007
 T 213-480-2000
 F 213-480-2000

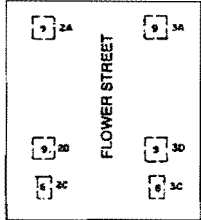
REGIONAL CONNECTOR TRANSIT CORRIDOR
 PRELIMINARY ENGINEERING
 TUNNEL AND STATIONS - SECTIONS
 BORED TUNNELS
 SHEET 5 OF 9

CONTRACT NO. Y-304
 SCALE: 1" = 10'
 SHEET NO. 0

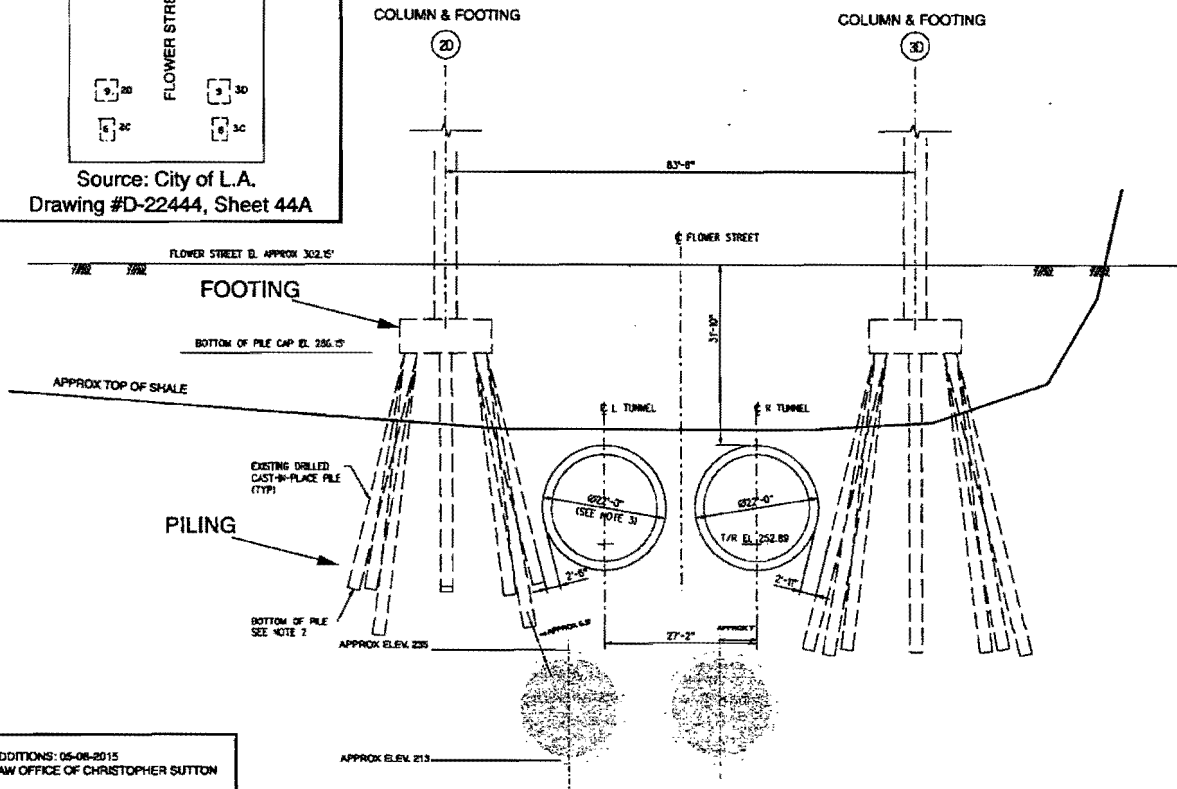
AR00024565

FOURTH STREET BRIDGE FOOTINGS: 2D & 3D

FOOTING LOCATIONS

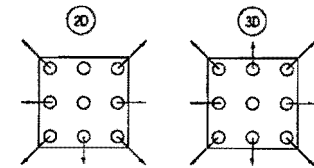


Source: City of L.A.
Drawing #D-22444, Sheet 44A



NOTES:

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- THE PILE CAP AND PILE TIP DATA ARE EXTRACTED FROM AS-BUILT DRAWINGS OWNED BY THE CITY OF LOS ANGELES D-22444.
- PILE AND PILE CAP INFORMATION TO BE VERIFIED IN FIELD BY THE CONTRACTOR.
- AN OUTSIDE DIAMETER OF 22'-0" IS USED FOR CLEARANCE ANALYSIS OF TUNNELS AND FOUNDATIONS.



TYPICAL PILE INCLINATION PATTERN

PILE ORIENTATION

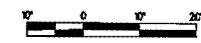
PIER NO.	PILE BIA (IN)	AS-BUILT PILE TIP ELEVATION
20	26	244.65
	26 V	244.15
	26	237.65
	26	244.65
	26 V	245.65
	26	245.65
	26	238.15
	26 V	245.15
30	26	243.65
	26	232.65
	26	234.65
	26	233.65
	26	233.65
	26 V	233.15
	26	232.65
	26	233.65
26	234.65	
26	233.15	

ADDITIONS: 05-08-2015
LAW OFFICE OF CHRISTOPHER SUTTON

ALTERNATIVE TUNNEL DEPTH
APPROX TOP OF SHALE . . .

SOURCE: CITY OF LOS ANGELES
DRAWING D-22444, SHEETS 2.3, 7.9, 44A

SECTION- 4TH STREET BRIDGE (B)
STA R 6+47 Y-502 Y-104



BASIS FOR COST

THE PREPARATION OF THIS DRAWING WAS MADE POSSIBLE BY THE FUNDING OF THE OFFICE OF LOS ANGELES COUNTY AND OF THE STATE OF CALIFORNIA.

REV	DATE	BY	APP	REV NO	COPIES	SCALE	DESCRIPTION

DESIGNED BY: N. ALLAMVERDI
CHECKED BY: J. DALVA
ENGINEER: V. HASRI
IN CHARGE: P. ROY
DATE: 2/3/2012

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

777 S. FLORENCE STREET
SUITE 4100
LOS ANGELES, CA 90007
TEL: 213-473-3000
F: 213-473-3000

REGIONAL CONNECTOR TRANSIT CORRIDOR
PRELIMINARY ENGINEERING
TUNNEL AND STATIONS - SECTIONS
BORED TUNNELS
SHEET 3 OF 9

CONTRACT NO.	
PROJECT NO.	Y-302
SCALE	1" = 10'
SHEET NO.	

AR0024563

FOURTH STREET BRIDGE FOOTINGS: 2C & 3C

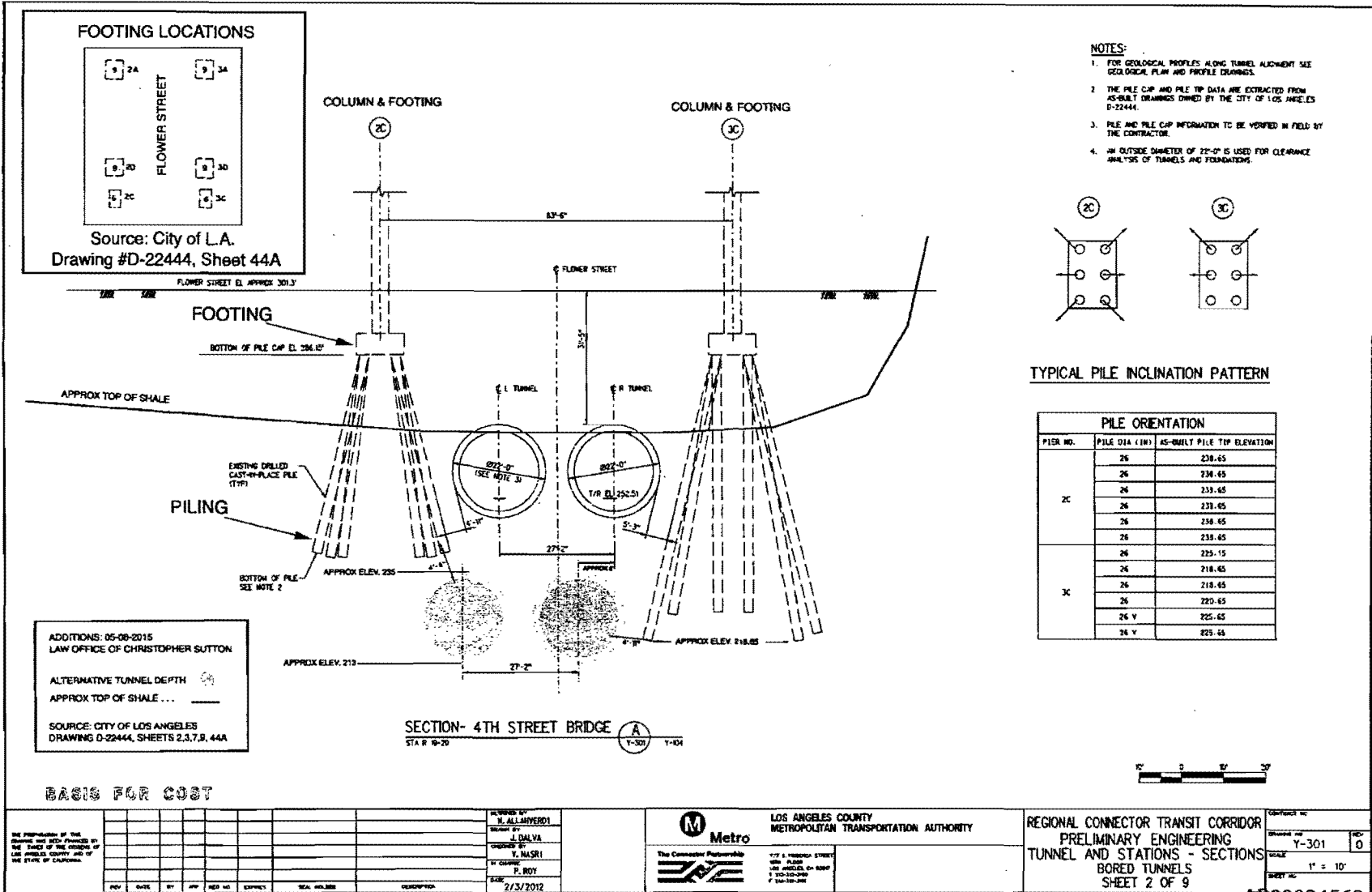
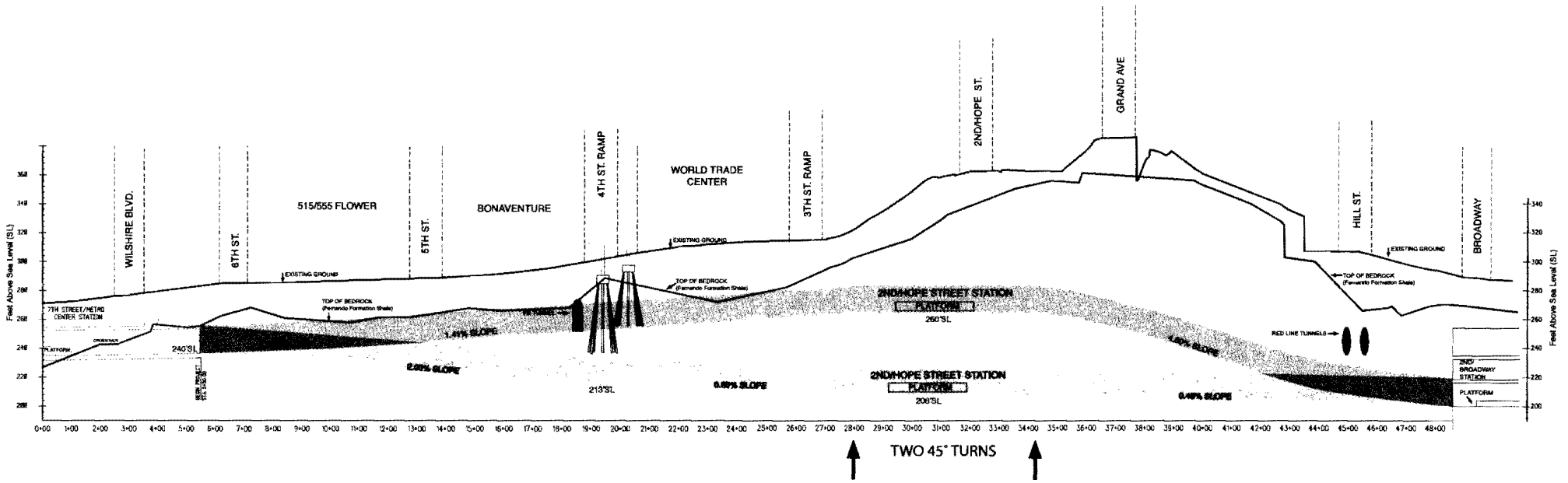




Exhibit 3

Deep Tunnel Alternative



MTA ADOPTED TUNNEL DEPTH 
 ALTERNATIVE TUNNEL DEPTH 
 Note: Horizontal scale condensed 5:1.

Source Material – Alternative Tunneling Diagram

- Regional Connector Transit Corridor, Final Environmental Impact Statement/Environmental Impact Report Volume F-6, Appendix II: Conceptual Drawings for Build Alternatives Analyzed in the Draft EIS/EIR; FTAR 12648-12769 (12678-12680)
- Regional Connector Transit Corridor Basis for Cost, Volume 1, Preliminary Engineering Drawings, Los Angeles County Metropolitan Transportation Authority; FTAR 24271-24693 (24539-24556)
- Task No. 7.9.50 – Draft Evaluation of Tunnel Design & Construction on Flower Street; MSAR 17236-17253 (17250)
- Regional Connector Transit Corridor, Flower Street Proposed Construction, Draft Concept Design, Los Angeles County Metropolitan Transportation Authority PowerPoint Presentation; FTAR 20117-20134 (20120)
- Regional Connector, Final Conceptual Engineering Design Report: Appendix B: Sketches – Station Design and Architecture; Appendix C: Plate 1 – Underground Alternative – Geologic Profile; Plate 2 – Underground Alternative – Subsurface Obstructions, Los Angeles County Metropolitan Transportation Authority; FTAR 45815-45824 (45823)

Exhibit 4

No.	Date of Question	Question	Answer	Answer Issued
305	4/29/2013	<p>Q & A # 34, Alternative Construction / Tunneling methods, Specification 31 71 19 - Excavation by Tunnel Boring Machine, 31 71 00 - Excavation by (SEM): Question No 34, dated 2/5/2013, requested alternative construction/tunneling methods be encouraged to address stakeholder concerns and/or litigation.</p> <p>Metro response, dated 3/22/2013, replied that alternative construction/tunneling methods are permitted, even encouraged, as long as the methods conform in all respects to the requirements of the RFP and requirements for alternate proposals.</p>	<p>Metro's analysis of alternative construction/tunneling issues shows that tunneling and use of SEM in the Flower Street section of the Project presents issues of financial feasibility, technical and operational problems, including significant construction risk and worker and public safety concerns. In addition, the alternative proposal (AP) process set forth in IP-08 provides for Metro's review and decision on an AP following the proposal submittal, not before. We also refer to the answer given to question #263 above. Therefore, for these reasons, Metro will not "pre-approve" the alternatives described in the question. Nonetheless, a Proposer has the opportunity to submit a PAPS and/or AP addressing what the Proposer considers viable alternatives, and in so doing have the opportunity, and the obligation to demonstrate that its proposed AP satisfies the requirements for an acceptable AP, as required by IP-08.</p>	5/10/2013
		<p>The requirements of the RFP mandate using Earth Pressure Balance (EPB) TBM or Slurry TBA as a Contract requirement. TBM Tunneling must use a minimum face pressure between 10 psi and at-rest earth pressure.</p> <p>Additionally, the RFP requirements allow tunnel excavation by use of Sequential Excavation Method (SEM) although apparently limited to the mined crossover cavern adjacent to 2nd & Broadway Station.</p>	<p>IP-08 B. states: "Proposers submitting conforming proposals may submit written alternate proposals to this RFP as complete separate offers, if the alternate proposals offer technical improvements or modifications that are to the overall benefit of LACMTA. An alternate proposal must be equal to or better than the original requirements of the Contract Documents, as determined by LACMTA in its sole discretion. LACMTA reserves the right, at its sole discretion, to accept or reject any alternate proposal. An alternate proposal will not be considered by LACMTA if it would reduce quality,</p>	
		<p>The Flower Street Cut & Cover section runs from approximate station R5+47.83 to R19+02.1,354 LF. The GBR Section 4.3, Flower Street Cut-and-Cover states subsurface excavations for some of the adjacent buildings along this section are known to have been supported by tie-back anchors. This is the primary reason for excavation by cut-and-cover construction methods for this section of the project.</p>	<p>performance or reliability; would only seek to relax LACMTA requirements; would change the definition of the Project as set forth in the environmental Record of Decision or require a supplemental EIR/EIS; or would have any negative impact on the Revenue Operations Date (ROD); or would add more than minimal risk to LACMTA or public and private properties as determined by LACMTA in its sole discretion.</p>	
		<p>The presence of tiebacks indicated within the path of a pressurized-face TBM would preclude the use of this type of alternative tunneling method in this reach. Will LACMTA approve tunneling the Flower Street reach using Sequential Excavation Method, SEM or a combination of SEM and Cut-and-Cover Methods?</p> <p>Please provide any other alternative construction/tunneling methods LACMTA would permit or encourage to address stakeholder concerns and/or litigation.</p>	<p>The decision to accept or reject an alternative proposal shall not be grounds for protest by any Proposer. Oral or telephonic proposals and/or modifications shall not be considered.</p> <p>Any alternative proposals accepted will be evaluated in accordance with the evaluation criteria in this RFP."</p>	

Exhibit 5

Document
News
Articles

L.A. TIMES 5-17-2013 P9.A1 & A15

L.A. TIMES 5/17/13 P9.A1-A15

Subway worries for the Phil

A test suggests a new line might be heard in Disney Hall

BY MIKE BOEHM

Nothing in the Los Angeles Philharmonic's repertoire calls for 136-ton trains. The orchestra aims to keep it that way when Metro light rail cars start rumbling through a subway tunnel near Walt Disney Concert Hall.

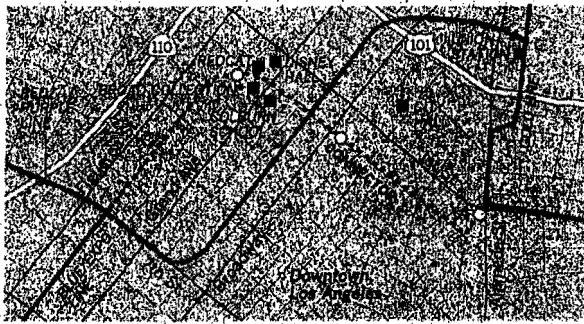
Experts who know the hall's acoustics are worried that the listening experience in the main auditorium could suffer when subway trains begin running 125 feet below the parking garage in 2020.

"It would be a disaster for Disney Hall," said its architect, Frank Gehry.

Noisy neighbor

Recent tests have raised concerns at downtown cultural venues about sound levels from a planned subway line.

— Existing lines - - - - Planned line ○ Planned stations



* Under construction
Source: Metropolitan Transportation Authority

BRADY MACDONALD Los Angeles Times

Subway planners have assured that noise won't be a problem, but a recent simulation conducted by the Los Angeles County Metropolitan Transportation Authority raised concerns.

The acoustic experiment was conducted April 23 in Thayer Hall, a below-ground performance and recording space at the Colburn School. The intimate venue, near 2nd Street and Grand Avenue, is closer than Disney Hall to the \$1.37-billion subway's route, which will include a stretch beneath 2nd Street from Hope Street to Central Avenue.

"They played a solo piano piece through a loudspeaker [See Subway sound, A15]

Performances already have one conductor

[Subway sound, from A1] and had subwoofers that simulated a passing train," said Fred Vogler, a recording engineer who oversees recording sessions and concert-taping for the Colburn School and the L.A. Philharmonic. "The test was several minutes long. Then they said, 'Is anybody troubled by the train sounds?' We said, 'Well, we heard them, if that's what you're asking.' It set off a lot of concerns."

Gehry heard about the test from Vogler, then passed along his concerns to Los Angeles County Board of Supervisors member Zev Yaroslavsky and others. He said projections of subway noise done nearly two years ago by Metro's noise abatement consultants, who predicted there would be no audible impact on Disney Hall, should be reviewed.

"The flag is up, and we should go over it and make sure," the architect said.

Art Leahy, Metro's chief executive, said that the simulation didn't represent the actual expected sonic impact of the trains. He said it was part of the process of determining just how exacting the noise abatement devices along the tracks must be to meet Metro's goal, which is no additional noise at all in performance spaces near the subway. In addition to noise-abatement consultants, Metro has hired an acoustics expert.

"We are not about to do anything which in any fashion, however slightly, impairs or damages ... Disney Hall or any other feature in that area," Leahy said. "They are critically important, and we are simply not going to build something that reduces the utility or benefit of those facilities. That's a blanket statement, no conditions or qualifiers on it."

The standard to be met

isn't just preventing noise that an audience can hear, Leahy said, but the more stringent one of eliminating sounds that a recording microphone can pick up.

Yaroslavsky and Stephen Rountree, president of Disney Hall's landlord, the Music Center, said they will arrange a meeting in which cultural organizations adjacent to the subway route, which include the upcoming Broad Collection contemporary art museum and RED-CAT, can receive an update from Metro project officials.

Rountree said the Music Center is retaining Disney Hall's acoustical designer, Yasuhisa Toyota, and its original noise abatement engineer, Charles M. Salter Associates, to go over Metro's noise projections, which raised no concerns when presented to cultural leaders in fall 2011.

"If new information has come up, we want to make sure it is reassessed and taken into account," Rountree said. "We'll bring in the engineers and go through the numbers one more time and make sure everyone is comfortable."

The sound simulation at Colburn was aimed at establishing the threshold at which subway noise ceases to be a problem, said Metro's Bryan Pennington, executive officer for the Regional Connector Transit Corridor Project, which will lay 1.9 miles of underground track to connect the Blue Line and Expo Line with the Gold Line.

The testing will help Metro set the maximum allowable decibel level for each performance space, which the subway's eventual design and construction contractors will have to satisfy.

Pennington said a June simulation at Thayer Hall will be at 38 decibels, down from 39 decibels in April.



GUSTAVO DUDAMEL at under 2nd Street — at least

'We are not about to do anything which in any fashion, however slightly, impairs or damages ... Disney Hall.'

— ART LEAHY,
chief executive of Metro

Lowering a sound by 10 decibels makes it seem half as loud. He expects construction to begin at 2nd and Grand in two to three years. The project depends largely on federal funding that Metro hopes to land by the end of 2013.

The Environmental Impact Report, approved by the Metro board in January 2012, calls for common noise abatement features that reduce vibrations from passing trains, including rubber cushioning beneath the tracks, and rubberized fasteners to hold them in place. The result, it predicts, will be



LAWRENCE K. HO Los Angeles Times

and the Los Angeles Philharmonic won't be interrupted by noise from trains passing that's the goal. Metro is working to ensure the subway won't affect performances.

no audible impact on the nearby performance spaces.

The measured ambient noise level inside Disney Hall — the sound when nothing is happening — ranged from 24 to 28 decibels, according to the environmental report. It said Federal Transportation Authority noise standards call for a transit impact on concert halls of no more than 25 decibels— and that abatement measures will ensure that two passing trains project just 16 decibels into Disney Hall.

Pennington said that setting a speed limit lower than the 15 mph anticipated near Disney Hall also would reduce noise, but he doesn't expect that will be necessary.

Metro already has met the challenge of protecting recording studios in Hollywood from noise along its Red Line subway, he noted, even though the rail cars are heavier, and their vibrations bigger, than the ones that will run near Disney Hall.

Toyota, Disney Hall's acoustical designer, said that that the foundations of

subway-adjacent performance halls he worked on in Tokyo and Shanghai have special features that reduce ground vibrations, but not Disney Hall. Widely acclaimed for its superior sound since opening in 2003, Gehry's space and Toyota's acoustics provided a platform for the Los Angeles Philharmonic to attract superstar conductor Gustavo Dudamel as its music director.

"We didn't assume a big vibration, such as from a subway, was going to come," Toyota said, and there's nothing further that can be done to the building now.

Deborah Borda, president of the philharmonic, said she isn't alarmed by the recent Colburn School noise simulation but thinks it's helpful that it has brought increased awareness.

"I think it's a good thing that there's a certain amount of uproar.... I have a comfort level with the [planning] process to this point, but the process is not completed," she said. "We all agree more analysis is required. [Disney Hall] is a

treasure that has to be protected and maintained, and it will be."

Colburn School's president, Sel Kardan, issued a statement saying "we are working in a positive way" with Metro officials to keep its music facilities free from subway noise.

Yaroslavsky, a classical music buff, said the task now is "to determine whether the 2011 studies are valid or something slipped through the cracks. I'm not going to prejudge it or get hysterical about it. Obviously Metro will not build a line that is going to compromise Disney Hall."

Until reports of the Colburn School simulation began to circulate, "everybody was in sync" about the subway not being a noise threat, Yaroslavsky said. "If they're not in sync now, we'll get to the bottom of it. We want to find out what the facts are, and if the truth is that vibrations may compromise the acoustics of Disney Hall, Metro is going to have to adjust accordingly."

mike.boehm@latimes.com

Exhibit 6

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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

TODAY'S IV, INC., a California Corporation doing business as WESTIN BONAVENTURE HOTEL AND SUITES ;

Plaintiff,

vs.

FEDERAL TRANSIT ADMINISTRATION; PETER M. ROGOFF, in his official capacity as Administrator, Federal Transit Administration; LESLIE T. ROGERS, in his official capacity as Regional Administrator, Federal Transit Administration Region IX Office; UNITED STATES DEPARTMENT OF TRANSPORTATION; ANTHONY FOXX, in his official capacity as Secretary, United States Department of Transportation; LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity; and ARTHUR T. LEAHY, in his official capacity as Chief Executive Officer of the Los Angeles County Metropolitan Transportation Authority,

Defendants.

Case No.: LA CV13-00378 JAK (PLAx)

Related Case Nos.:

LA CV13-00453 JAK (PLAx)
LA CV13-00396 JAK (PLAx)

JUDGMENT JS-6

Judge: Hon. John A. Kronstadt

1 On February 24, 2014, the Court heard cross-motions for summary judgment brought
2 by Plaintiff Today's IV, Inc., d/b/a Westin Bonaventure Hotel in the above-captioned
3 case (2:13-CV-00378-JAK-PLA), Plaintiff 515/555 Flower Associates, LLC in 2:13-CV-
4 453-JAK-PLA (collectively, "Plaintiffs") and by Defendants in both cases: Federal Transit
5 Administration ("FTA"), Peter M. Rogoff, Leslie T. Rogers, United States Department of
6 Transportation, Anthony Foxx, Los Angeles County Metropolitan Transportation
7 Authority, and Arthur T. Leahy (collectively, "Defendants"). After supplemental briefing,
8 on May 29, 2014, the Court granted in part and denied in part those motions. On
9 September 12, 2014, the Court GRANTED IN PART Plaintiffs' request for injunctive
10 relief.

11 Accordingly, **FINAL JUDGMENT** is entered as follows:

- 12 1. In favor of Plaintiffs and against Defendants as to the following injunctive relief:
- 13 a. The Court **REMANDS** the June 29, 2012 Regional Connector Record of
14 Decision ("ROD") and **PARTIALLY VACATES** the ROD.
- 15 b. The FTA shall prepare a supplemental analysis under the National
16 Environmental Policy Act ("NEPA") that addresses the feasibility of Open-
17 Face Shield and SEM tunneling alternatives.
- 18 c. Unless and until FTA completes the Supplemental NEPA analysis,
19 Defendants and their agents, contractors, subcontractors and
20 representatives, are **ENJOINED** from commencing any cut and cover
21 construction along the Lower Flower Segment of the Project.
- 22 d. The Court shall retain jurisdiction to enforce the terms of this Injunction.
- 23 2. In favor of Defendants and against Plaintiffs as to all other relief sought by Plaintiffs.

24 **IT IS SO ORDERED AND ADJUDGED.**

25
26 Dated: October 24, 2014

27 

28 John A. Kronstadt
United States District Judge



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

WESTERN DIVISION
312 North Spring Street, Room G-8
Los Angeles, CA 90012
Tel: (213) 894-3535

SOUTHERN DIVISION
411 West Fourth Street, Suite 1053
Santa Ana, CA 92701-4516
(714) 338-4750

TERRY NAFISI
District Court Executive and
Clerk of Court

October 28, 2014

EASTERN DIVISION
3470 Twelfth Street, Room 134
Riverside, CA 92501
(951) 328-4450

Federal Transit Administration
Attn: Remand Department
1200 New Jersey Avenue, SE
Washington, D.C. 20500

Re: Case Number: LA CV13-00378 JAK (PLAx)

Previously Superior Court Case No. N/A

Case Name: TODAY'S IV, INC v FEDERAL TRANSIT ADMINISTRATION, et al

Dear Sir / Madam:

Pursuant to this Court's ORDER OF REMAND issued on October 24, 2014, the above-referenced case is hereby remanded to your jurisdiction.

Attached is a certified copy of the ORDER OF REMAND and a copy of the docket sheet from this Court.

Please acknowledge receipt of the above by signing the enclosed copy of this letter and returning it to our office. Thank you for your cooperation.

Respectfully,

Clerk, U. S. District Court

Sharon Hall-Brown
By: Sharon Hall-Brown
Deputy Clerk 213-894-5883

Western Eastern Southern Division

cc: *Counsel of record*

Receipt is acknowledged of the documents described herein.

Clerk, Superior Court

Date

By: _____
Deputy Clerk

Exhibit 7

SETTLEMENT AGREEMENT

This Settlement Agreement (this "**Agreement**") is made and entered into as of June 30, 2015 (the "**Effective Date**") by and between the Los Angeles County Metropolitan Transportation Authority ("**Metro**"), and FSP – South Flower Street Associates, LLC, a Delaware limited liability company ("**FSP**"). Metro and FSP are individually referred to herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. On April 26, 2012, Metro's Board of Directors approved Metro's Regional Connector Transit Project ("**Regional Connector Project**") and certified the Environmental Impact Report ("**EIR**") for the Regional Connector Project under the California Environmental Quality Act ("**CEQA**"). The Regional Connector Project is a 1.9-mile subway line with three new underground stations to be built in downtown Los Angeles, California that would ultimately connect the Gold Line, on its eastern end, and the Blue and Expo Lines at the 7th Street/Metro Centre Station at its western end, in the financial district of downtown Los Angeles.

B. On June 29, 2012, the Federal Transit Administration ("**FTA**") issued its Record of Decision ("**ROD**") for the Regional Connector Project under the National Environmental Policy Act ("**NEPA**"), making, inter alia, the finding required by the Federal Transit Law (49 U.S.C. § 5324(b)) that the environmental record for the Regional Connector Project, including its Environmental Impact Statement ("**EIS**"), met the requirements of that law.

C. On May 25, 2012, 515/555 Flower Associates, LLC, a Delaware limited liability company ("**Flower Associates**"), filed a Petition for Writ of Mandate and Complaint for injunctive and declaratory relief under CEQA against Metro ("**CEQA Petition**") in the Los Angeles County Superior Court, as Los Angeles Superior Court Case No. BS137271 ("**CEQA Case**"). By the Petition, Flower Associates sought a writ of mandate ordering Metro to set aside its certification of the EIR and approval of the Regional Connector Project until a proper analysis of the Regional Connector Project's impacts, and of alternatives and mitigation measures to reduce or avoid the Regional Connector Project's impacts, had been prepared and certified.

D. On January 22, 2013, Flower Associates filed a Complaint for declaratory and injunctive relief under NEPA ("**NEPA Complaint**") against the FTA, the United States Department of Transportation, Metro and various individuals in their official capacities (collectively, "**Defendants**") in the United States District Court, Central District, Western Division, as Case No. 2:13-CV-00453-JAK-PLA ("**NEPA Case**"). By the Complaint, Flower Associates sought a declaratory judgment and an injunction requiring all Defendants to comply with NEPA, and prohibiting all construction and construction-related activity on the Regional Connector Project until such time as an EIS adequate under NEPA has been prepared.

E. On October 1, 2013, FSP purchased City National Plaza and the J-2 Garage (hereinafter defined) from Flower Associates. On October 1, 2013, FSP, through 515/555 Special Member, LLC, became the controlling member of Flower Associates for the CEQA Case and the NEPA Case.

F. The NEPA Case was heard by the Honorable John A. Kronstadt, Judge of the United States District Court, and determined by cross-motions for summary judgment that were heard on February 24, 2014. Final Judgment was entered on October 24, 2014 partially in favor of Flower Associates and partially in favor of the Defendants (the “**NEPA Judgment**”). The NEPA Judgment included an Injunction issued in favor of Flower Associates that (1) remanded and partially vacated the June 29, 2012 ROD; (2) ordered the FTA to prepare a supplemental analysis (the “**Supplemental Analysis**”) under NEPA addressing the feasibility of open-face shield and sequential excavation method tunneling alternatives under South Flower Street south of 4th Street in the Financial District; and (3) enjoined Defendants and their agents, contractors, subcontractors and representatives from commencing any cut and cover construction along South Flower Street south of 4th Street unless and until the FTA completed the Supplemental Analysis. The NEPA Judgment also provided that the Court would retain jurisdiction to enforce the terms of the Injunction.

G. On December 18, 2014, the FTA, the United States Department of Transportation, and related individual Defendants filed a notice of appeal of the NEPA Judgment to the Ninth Circuit Court of Appeals (“**FTA NEPA Appeal**”). On December 19, 2014, Metro filed a notice of appeal of the NEPA Judgment to the Ninth Circuit Court of Appeals (“**Metro NEPA Appeal**”). The FTA NEPA Appeal and the Metro NEPA Appeal (collectively, “**NEPA Appeals**”) are currently pending.

H. The CEQA Case was tried by the Honorable Judge Richard L. Fruin, Judge of the Superior Court, on May 14 and 15, 2014. The Judgment and final Statement of Decision were entered on November 10, 2014 in favor of Metro (“**CEQA Judgment**”). The CEQA Judgment rejected Flower Associates’ claims that Metro had violated CEQA and the California Public Records Act. Flower Associates’ Motion to Vacate the Judgment was heard and denied on December 11, 2014.

I. On December 30, 2014, Flower Associates appealed the CEQA Judgment to the California Court of Appeal, Second Appellate District as Case No. B261086 (“**Flower Associates CEQA Appeal**”). On January 2, 2015, Metro filed its cross-appeal in the CEQA Case on the trial court’s denial of Metro’s Motion for Judgment on the Pleadings (“**Metro CEQA Appeal**”). The Flower Associates CEQA Appeal and the Metro CEQA Appeal (collectively, “**CEQA Appeals**”) are currently pending in Division 5 of the Second Appellate District.

J. Pursuant to the requirements of the Injunction included in the NEPA Judgment, FTA and Metro are required to prepare the Supplemental Analysis regarding the feasibility of tunneling alternatives under Flower Street south of 4th Street.

H. Metro desires to (i) provide contractual commitments to implement environmental protections to reduce the impact of the Regional Connector Project on the environment of the Flower Street Business District, (ii) dismiss the Metro NEPA Appeal and the Metro CEQA Appeal as to Flower Associates, and (iii) cause the dismissal of the FTA NEPA Appeal as to Flower Associates. In exchange, FSP desires to dismiss the Flower Associates CEQA Appeal.

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. **Definitions.** The capitalized terms set forth below shall have the meanings indicated:

“**accessible**” or “**accessibility**” means (i) with respect to access to and egress from the CNP Garage, the full width of the driveways shall remain open to traffic at all times and the turning movement from the street onto the entrance ramp and from the exit ramp onto the street shall be possible to make safely at a reasonable speed (taking into account the ongoing construction activities in the area) and shall meet LADOT standards, and (ii) with respect to access to and from the J-2 Garage on Flower Street, the full width of the driveways shall remain open to traffic at all times and the turning movement from Flower Street to the entrance driveway and from the exit driveway onto Flower Street shall be possible to make safely at a reasonable speed (taking into account the ongoing construction activities in the area) and shall meet LADOT standards. In each case, the approach and entrance to the Garage shall be well-marked with signage clearly visible at appropriate distances.

“**Affected Businesses**” has the meaning set forth in Section 20.

“**AM Peak Period**” means 7:00 a.m. to 9:00 a.m. on weekdays other than national holidays.

“**Business Mitigation Assistance**” has the meaning set forth in Section 20.

“**City National Plaza**” or “**CNP**” means the City National Plaza and Towers located at 505-555 South, including the subterranean retail level located at 505 South Flower Street (known as Level B) and the “Jewel Box” building located at 525 South Flower Street.

“**CNP Garage**” means the subterranean garage located below CNP, which has a loading dock on 5th Street, an entrance on 5th Street, an exit on 6th Street and an entrance and exit on Flower Street.

“**CNP Plaza**” means the plaza located at CNP, which plaza fronts on Flower Street and includes restaurants, a bank branch, a fountain with artwork, tables and chairs, landscaping and, on Flower Street, a bus stop and vehicle loading area.

“**Contract Documents**” means Metro’s C0980 Construction Contract Documents.

“**Construction Period**” means the entire period of construction of the Regional Connector on Flower Street from the beginning of the Utility Relocation Stage until the completion of the Street Restoration stage and cessation of all related work in the Flower Street Business District.

“**Cut/Cover Area**” means the area in Flower Street between the piles in which Metro shall excavate and construct the guideway structure as part of the Regional Connector Project. The Cut/Cover Area is depicted on Exhibit A attached hereto.

“Daytime Period” means weekdays between 7:00 a.m. and 9:00 p.m.

“Daytime Work” means work on the Regional Connector Project in the Flower Street Construction Area conducted during the Daytime Period.

“Daytime Work Requirements” means the following requirements, which must be met if Metro is to conduct Utility Relocation, Pile and Cap Beam Installation, Steady State or Final Paving work on Flower Street during the Daytime Period:

(i) Metro shall have provided written notice to Flower Associates of (a) such scheduled Utility Relocation, Pile and Cap Beam Installation and Final Paving work as part of a twenty-one day (21) “look ahead” projection for planning purposes, (b) the actual start of such Utility Relocation, Pile and Cap Beam Installation and Final Paving work at least seventy-two (72) hours in advance of the scheduled start (except when circumstances have arisen due to unforeseeable conditions beyond the control of Metro or the Design-Build Contractor where such advance notice may be impracticable),

(ii) Any work taking place during the Daytime Period shall occur only adjacent to the segments shown in pink and blue on Exhibit G attached hereto and no work shall occur adjacent to the segments shown in yellow on Exhibit G during the Daytime Period (other than in the intersections in accordance with this Agreement),

(iii) Pile and Cap Beam Installation and all related equipment, materials and supplies shall be located within the boundaries of K-rails on Flower Street,

(iv) the Flower Street entrance to and exit from the CNP Garage shall be open and accessible at all times during the Daytime Period,

(v) the Flower Street entrances and exits to the J-2 Garage shall be open and accessible at all times during the Daytime Period,

(vi) any Daytime Work that will close the intersections of 4th, 5th and 6th Streets with Flower Street, shall be prohibited during the Daytime Period,

(vii) when the Pile and Cap Beam Installation occurs on the east side of Flower Street between 5th Street and 6th Street, the three (3) western-most contiguous lanes of Flower Street shall remain open and accessible at all times and there shall be sufficient room for an additional left turn pocket permitting a turn onto 6th Street, and when Pile and Cap Beam Installation occurs on the east side of Flower Street between 4th Street and 5th Street, the three (3) western-most contiguous lanes shall remain open and accessible at all times and there shall be sufficient room for an additional right turn pocket permitting a turn onto 5th Street (provided, however, that FSP and Metro acknowledge that LADOT’s approval of the lane configuration is required),

(viii) when the Pile and Cap Beam Installation or Water Main Relocation occurs on the west side of Flower Street between 5th Street and 6th Street, the three (3) eastern-most contiguous lanes of Flower Street shall remain open and accessible at all times and there shall be sufficient room for an additional left turn pocket permitting a turn onto 6th Street, and when such

work occurs on the west side of Flower Street between 4th Street and 5th Street, the three (3) eastern-most contiguous lanes shall remain open and accessible at all times and there shall be sufficient room for an additional right turn pocket permitting a turn onto 5th Street (provided, however, that FSP and Metro acknowledge that LADOT's approval of the lane configuration is required),

(ix) the Pile and Cap Beam Installation may occur on only one (1) side of Flower Street at a time, taking into account the entire length of Flower Street from 4th Street to 6th Street,

(x) Metro shall provide suitable detours around the construction work with appropriate signage identifying the CNP entrances and the J-2 Garage entrances, and

(xi) the Design-Build Contractor shall post signs, provide flag persons as needed and take other reasonable steps to ensure accessibility is maintained safely and alternate routes to the CNP and J-2 Garage entrances are adequately marked and publicized.

"Decking" means the precast concrete decking that will be placed over the initial excavation of Flower Street as part of the Deck Installation stage.

"Deck Installation" means the construction stage during which the Decking is installed on the piles and cap beams.

"Deck Removal" means the removal of the Decking prior to the start of the Street Restoration stage.

"5th Street Loading Dock" means CNP's loading dock, access to which is located on 5th Street between Flower Street and Figueroa Street.

"Final Paving" means the last phase of the Street Restoration stage, in which the final paving surface is installed and striped.

"Flower Street Business District" means the area bounded by 7th Street on the south, Grand Avenue on the east, 3rd Street on the north and Figueroa Street on the west and shall include any real property or business that fronts on any of those streets.

"Flower Street Construction Area" means the area on Flower Street between 4th Street on the north and the southern-most end of the Cut/Cover Area south of 6th Street.

"FSP" means FSP – South Flower Street Associates, LLC, the entity that owns CNP.

"General Requirements" has the meaning set forth in Section 12.1.

"Design-Build Contractor" means Regional Connector Constructors (a joint venture between Skanska USA Civil West California District, Inc., and Traylor Bros. Inc.), the firm selected by Metro to design and build the Regional Connector Project.

“Holiday Moratorium” means the period from the Monday immediately before Thanksgiving through January 2, during which the Los Angeles Department of Public Works prohibits certain lane closures.

“J-2 Garage” means the J-2 Parking Garage located at 400 South Flower Street, which serves as a parking structure for CNP and which has entrances and exits on Flower Street, Hope Street and 4th Street.

“LADOT” means the Los Angeles Department of Transportation.

“Night Period” means the period on weekdays during which work can occur with a noise variance from the Los Angeles Police Commission (i.e., during the period beginning at 9:00 p.m. Monday through Friday, and ending at 7:00 a.m. on the following day).

“Night Work” means work on the Regional Connector Project in the Flower Street Construction Area conducted during the Night Period.

“Night Work Requirements” means the following requirements, which must be met if Metro is to conduct work in the Flower Street Construction Area during the Night Period:

(i) Metro shall have provided written notice to Flower Associates of (a) the scheduled Night Work as part of a twenty-one (21) day “look ahead” projection for planning purposes, (b) the actual start of Night Work at least seventy-two (72) hours in advance of the scheduled start (except when circumstances have arisen due to unforeseeable conditions beyond the control of Metro or the Design-Build Contractor where such advance notice may be impracticable),

(ii) the Flower Street entrance to and exit from the CNP Garage may be closed during the Night Period only if (a) access (x) to and from the 5th Street Loading Dock, (y) to the 5th Street entrance, and (z) to the 6th Street exit is open and accessible at all times (i.e., travel westbound on 5th Street to the CNP Garage entrance and the 5th Street Loading Dock and travel eastbound on 6th Street from the CNP Garage exit, in each case across Flower Street is open and accessible), and (b) the western-most lane on Flower Street provides dedicated accessibility to the Flower Street entrance and egress from the Flower Street exit until 11:00 p.m.,

(iv) the Flower Street entrance to and exit from the J-2 Garage may be closed after 8:00 p.m. only if the Hope Street entrance to and exit from the J-2 Garage are open and unimpeded; provided, however that unless a full block closure is required, Metro shall keep the eastern-most one (1) lane on Flower Street open for cars exiting from the J-2 Garage,

(v) no more than one (1) block on Flower Street may be fully closed at a time,

(vi) Metro shall provide suitable detours around the construction work with appropriate signage identifying the CNP entrances and the J-2 Garage entrances, and

(vii) the Design-Build Contractor shall post signs, provide flag persons as needed and take other reasonable steps to ensure accessibility is maintained safely and alternate routes to the CNP and J-2 Garage entrances are adequately marked and publicized.

“Noise Control Plan” has the meaning set forth in Section 12.1.

“Noise Goals” has the meaning set forth in Section 12.2.

“Open Panel Work” has the meaning set forth in Section 9.10.

“Outreach and Notification Plan” has the meaning set forth in Section 16.

“Pile and Cap Beam Installation” means the construction stage following the Utility Relocation Stage and during which piles and cap beams are installed in Flower Street in the Cut/Cover Area.

“PM Peak Period” means 4:00 p.m. to 7:00 p.m. on weekdays other than national holidays.

“Regional Connector Project” means the Regional Connector Transit Project.

“Steady State” means the construction stage following the completion of the Deck Installation and during which the guideway structure is constructed below the Decking on Flower Street, but excluding the TBM Removal.

“Street Restoration” means the construction stage following the completion of the Steady State and during which the Decking is removed, the Cut/Cover Area is backfilled and compacted, the initial temporary restoration is completed and Final Paving occurs.

“TBM” means the tunnel boring machine that will be used by the Design-Build Contractor to dig the tunnels for the Regional Connector Project.

“TBM Recovery Pit Construction” means the construction of the structure and excavation of the area to allow the TBM Removal.

“TBM Removal” means the removal of the TBM.

“Traffic Management Plan” shall have the meaning set forth in Section 5.1.

“Utility Relocation Stage” means the initial construction stage in which all utilities and laterals in the anticipated Cut/Cover Area are relocated, including, without limitation, the Water Main Relocation.

“Water Main Relocation” means the relocation of the twenty-four (24) inch water main under Flower Street, which is presently located between 5th and 6th Streets.

“Weekend Period” means the period beginning 9:00 p.m. on Friday and ending at 7:00 a.m. on Monday.

“Weekend Work” means work on the Regional Connector Project in the Flower Street Construction Area that occurs during the Weekend Period.

“Weekend Work Requirements” means the following requirements, which must be met if Metro is to conduct work on Flower Street during the Weekend Period:

(i) Metro shall have provided written notice to Flower Associates of (a) the scheduled Weekend Work as part of a twenty-one (21) day “look ahead” projection for planning purposes, (b) the actual start of Weekend Work at least seventy-two (72) hours in advance of the scheduled start (except when circumstances have arisen due to unforeseeable conditions beyond the control of Metro or the Design-Build Contractor where such advance notice may be impracticable),

(ii) the Weekend Work occurs only between Friday at 8:00 p.m. and Monday at 7:00 a.m., and Flower Street and adjacent streets cleaned and no materials or equipment stored or located outside of the K-rails after 7:00 a.m. on Monday,

(iii) the Flower Street entrance to and exit from the CNP Garage may be closed only if access (x) to and from the 5th Street Loading Dock, (y) to the 5th Street entrance, and (z) from the 6th Street exit is open and accessible (i.e, travel westbound on 5th Street to the entrance and the 5th Street Loading Dock and travel eastbound on 6th Street from the exit, in each case across Flower Street is open and accessible),

(iv) the Flower Street entrance to and exit from the J-2 Garage may be closed only if the Hope Street entrance to and exit from the J-2 Garage are open and unimpeded,

(v) Metro shall provide suitable detours around the construction work with appropriate signage identifying the CNP entrances and the J-2 Garage entrance, and

(vi) the Design-Build Contractor shall post signs, provide flag persons and take other reasonable steps to ensure accessibility is maintained safely and alternate routes to the CNP and J-2 Garage entrances are adequately marked and publicized.

“West Segment CRO” has the meaning set forth in Section 20.

“Work Approvals” shall have the meaning set forth in Section 3.1.

“Work Stations” means the four (4) areas in the approximate locations and with the approximate dimensions shown on Exhibit B attached hereto located along the east side of Flower Street through which the Design-Build Contractor will construct the guideway structure during the Steady State.

2. **Dismissal of the Litigation.** The Parties agree that the NEPA Appeals and the CEQA Appeals should all be dismissed in accordance with the following procedure:

2.1 **Dismissal of the NEPA Appeals.** Before the Effective Date, Metro shall have (A) filed with the United State Court of Appeals for the Ninth Circuit, a Stipulated Motion to Voluntarily Dismiss Appeal and Waiver of Costs in a form acceptable to A. Catherine Norian, Esq. of Gilchrist & Rutter, Professional Corporation (“**Gilchrist & Rutter**”) duly executed by (1) counsel for Metro, and (2) counsel for Federal Transit Administration, Therese W. McMillan, Leslie T. Rogers, the United States Department of Transportation and Anthony

Foxx (“**Stipulated Motion**”), and (B) informed both the United States Court of Appeals for the Ninth Circuit and the United States District Court, Central District, Western Division that the NEPA Case has been settled, with all parties to bear their own costs. Metro shall provide a copy of the filed Stipulated Motion to Gilchrist & Rutter concurrently with its filing with the court. If necessary, Gilchrist & Rutter shall execute the Stipulated Motion on behalf of Flower Associates.

2.2 Dismissal of the CEQA Appeals. Concurrently with the delivery of fully executed original counterparts of this Agreement, Metro shall deliver to A. Catherine Norian, Esq. at Gilchrist & Rutter a Stipulation to Dismiss Appeal and Waiver of Costs (in accordance with Rule 8.244(c) of the California Rules of Court), duly executed by counsel for Metro (“**Stipulation to Dismiss**”). Upon its receipt of the duly executed Stipulation to Dismiss, Gilchrist & Rutter shall sign the Stipulation to Dismiss on behalf of Flower Associates, file the Stipulation to Dismiss and required associated documents, and inform both the California Court of Appeal, Second Appellate District and the Los Angeles County Superior Court that the CEQA Case has been settled, with all parties to bear their own costs.

2.3 Costs and Expenses. The Parties shall bear their own respective costs and expenses, including attorneys’ fees and costs, incurred in connection with the CEQA Case (including the CEQA Appeals) and the NEPA Case (including the NEPA Appeals), subject to Metro’s obligations pursuant to Section 22 of this Agreement.

2.4 Supplemental Analysis. FSP covenants and agrees that it shall not object to, challenge, or be a party to any litigation related to the Supplemental Analysis’ compliance with the requirements of the NEPA Judgment, insofar as the Supplemental Analysis demonstrates and/or concludes that tunneling alternatives under Flower Street south of 4th Street in the Los Angeles Financial District are infeasible; provided, however, that nothing in this Agreement shall be construed as limiting and FSP expressly reserves all rights it has to object to, challenge and be a party to any litigation brought against or involving Metro related to the Supplemental Analysis on any other subject, including, without limitation, any recommendation or decision to tunnel under Flower Street south of 4th Street; and provided, further, however that nothing in this Agreement shall limit or have any effect upon FSP’s rights to, and FSP reserves its rights to, comment on, object to, challenge and be a party to any litigation brought against or involving Metro and/or the Regional Connector Project related to any material change to the Regional Connector Project as approved on April 26, 2012, the EIS as approved by the ROD on June 29, 2012, or the EIR as certified on April 26, 2012, to the design and construction of the Regional Connector Project, whether under NEPA, CEQA or any other statutory or common law right or to enforce its rights under this Agreement.

3. Metro Work Approvals.

3.1 Metro and/or the Design-Build Contractor plan to request (i) noise variances from the Los Angeles Board of Police Commissioners to allow work on Flower Street past the hours for construction permitted under the Los Angeles Municipal Code (i.e., to permit work between 9:00 p.m. and 7:00 a.m. on weekdays, Saturdays between 6:00 p.m. and 8:00 am, and work on Sundays), (ii) approvals from the Bureau of Engineering to permit work on Flower Street during the AM Peak Period and the PM Peak Period during the Steady State, and (iii)

approvals from the Board of Public Works to permit work on Flower Street during the period of the Holiday Moratorium (collectively, the “**Work Approvals**”).

3.2 Metro agrees that it shall apply for and use its best effort to obtain the necessary Work Approvals to allow the Design-Build Contractor to perform (i) the Water Main Relocation as Night Work and/or Weekend Work, (ii) the Pile and Cap Beam Installation as Night Work and/or Weekend Work, (iii) the Deck Installation as Weekend Work only (i.e., so that no Deck Installation shall occur other than during the Weekend Period), (iv) the TBM Removal as Night Work and/or Weekend Work, and (v) the Deck Removal and Street Restoration as Weekend Work only (i.e., so that all Deck Removal and Street Restoration shall occur during the Weekend Period; provided however that Final Paving may occur on weekdays in accordance with the Daytime Work Requirements or the Night Work Requirements, as applicable). If Metro receives any of these Work Approvals, the Design-Build Contractor may work during such approved periods in order to minimize the duration of Daytime Work activities, but the Design-Build Contractor may nevertheless elect to work during the Daytime Period; provided, however that (i) such work shall be subject to the Daytime Work Requirements, and (ii) Deck Installation, Deck Removal, Street Restoration (other than Final Paving) and certain segments of Water Main Relocation and Pile and Cap Beam Installation shown in yellow on Exhibit G attached hereto shall occur as Weekend Work only). Metro acknowledges that the Board of Police Commissioners, the Bureau of Engineering and the Board of Public Works, as applicable, each has the authority to impose conditions of approval and other mitigation measures with respect to the work permitted pursuant to the Work Approvals. Metro shall accept and shall direct the Design-Build Contractor to comply with any and all of the conditions of approval and other mitigation measures imposed by the applicable authority in connection with the Work Approvals.

3.3 FSP agrees that it shall not oppose Metro’s applications for the Work Approvals and, upon request by Metro, it shall work cooperatively with Metro and the Design-Build Contractor to assist Metro in obtaining the Work Approvals by (i) providing written confirmation to the Board of Police Commissioners, the Bureau of Engineering and the Board of Public Works, as applicable, of FSP’s support for the Work Approvals, (ii) expressing its support for the Work Approvals to elected officials and/or their staff, (iii) expressing its support of the Work Approvals to other Flower Street stakeholders in connection with the efforts of Metro and the Design-Build Contractor to gain support for the Work Approvals.

3.4 Metro acknowledges and agrees that (i) there is no guarantee or other assurance that Metro will receive the Work Approvals even with FSP’s support, (ii) none of Metro’s obligations in this Agreement are conditioned on Metro receiving any or all of the Work Approvals, and (iii) none of Metro’s obligations in this Agreement shall be excused if any or all of the Work Approvals are not obtained. Consistent with FSP’s obligations in Section 3.3, nothing contained in this Agreement shall prohibit or limit FSP’s right to provide comments to or otherwise communicate with the Board of Police Commissioners, Bureau of Engineering, the Board of Public Works or LADOT or any governmental officials, agencies or departments with respect to (i) work involving the Regional Connector Project, (ii) appropriate conditions and requirements of and restrictions with respect to the Work Approvals, and (iii) Metro’s or the Design-Build Contractor’s non-compliance with any conditions, restrictions or requirements of

any Work Approvals or other matters involving construction in the Flower Street Construction Area.

4. Access to CNP and the J-2 Garage. Metro acknowledges that (i) FSP considers unimpeded vehicle and pedestrian access to CNP and the J-2 Garage to be of the utmost importance in minimizing impacts to CNP and the J-2 Garage during the construction of the Regional Connector Project in the Flower Street Construction Area, and (ii) FSP is particularly concerned about ensuring that access to and from CNP and the J-2 Garage for public safety vehicles, public transit buses, shuttle buses, passenger vehicles, and delivery vehicles is not compromised. For those reasons, Metro agrees that certain construction stages (i.e., Deck Installation, Deck Removal and Street Restoration (except for Final Paving) and certain segments of Water Main Relocation and Pile and Cap Beam Installation shown in yellow on Exhibit G attached hereto) must occur as Weekend Work only and that Metro will seek Work Approvals so that, if the Design-Build Contractor so elects, other stages (i.e., Utility Relocation and Pile and Cap Beam Installation) may occur as Night Work and/or Weekend Work. In addition, Metro agrees to satisfy the following standards regarding vehicle and pedestrian access to CNP and the J-2 Garage.

4.1 Vehicle Access. Vehicle access to City National Plaza and the J-2 Garage shall remain open and accessible at all entrances and exits at all times (including the 5th Street Loading Dock, and mid-block Flower Street passenger loading area (cut out)); provided, however that during the Utility Relocation Stage, Pile and Cap Beam Installation, Deck Installation, Deck Removal, TBM Recovery Pit Construction and the Street Restoration, the entrances and exits on Flower Street for the CNP Garage and the J-2 Garage may be temporarily closed or impeded only if all of the following conditions are met:

(i) with respect to the Utility Relocation Stage, the TBM Recovery Pit Construction and the Pile and Cap Beam Installation stage, the work occurs as Night Work and/or Weekend Work and in full compliance with the Night Work Requirements and Weekend Work Requirements, as applicable; and

(ii) with respect to the Deck Installation, Deck Removal and Street Restoration (except for Final Paving) stages, the work shall occur as Weekend Work only and in full compliance with the Weekend Work Requirements.

Notwithstanding the foregoing, if, and only if, (A) Metro does not obtain or is unable to maintain the Work Approvals to perform the Utility Relocation Stage and/or Pile and Cap Beam Installation as Night Work and/or Weekend Work, and/or (B) the Design-Build Contractor elects to perform the Utility Relocation, Pile and Cap Beam Installation and/or Final Paving during the Daytime Period, then such work may be performed during the Daytime Period but only in strict compliance with all of the Daytime Work Requirements.

4.2 Intersections. Any Pile and Cap Beam Installation work that will be performed in the intersections of Flower Street and any of 4th, 5th or 6th Streets shall be performed as Weekend Work only (except for the TBM Removal conducted at the intersection of Flower Street and 4th Street in accordance with Section 10.3). Notwithstanding the foregoing, any work performed in such intersections shall occur so that no more than one-quarter of the

intersection is closed at any time (i.e., in the intersection, at least one-half of Flower Street and one-half of the cross street shall be open at all times).

4.3 Pedestrian Access to CNP and the J-2 Garage. Pedestrian access to and egress from all areas of CNP and the J-2 Garage shall remain open and accessible at all access points, including, without limitation, the sidewalks on Flower Street, the entrances and escalators to the retail Level B at CNP, the adjacent crosswalks, the restaurants located on the CNP Plaza, and the pedestrian entrances to the J-2 Garage. To the extent that alternate pedestrian routes are necessary and utilized to provide access to and egress from CNP and the J-2 Garage, such routes shall be designed to minimize inconvenience to CNP tenant employees and visitors. The sidewalks along both sides of Flower Street, 5th Street and 6th Street in Flower Street Business District shall remain open and passable at all times (except if due to unforeseeable circumstances beyond the control of Metro or the Design-Build Contractor or the requirements of LADOT), which shall include without limitation, (i) the width of the sidewalk on the west side of Flower Street shall not be reduced from its present width, and (ii) the width of the sidewalk on the east side of Flower Street shall not be less than eight (8) feet (except, subject to LADOT approval, for a narrower width due to the emergency exits adjacent to the Work Stations in front of the Central Library and Citicorp Plaza).

4.4 Crosswalks. With respect to crosswalks in the Flower Street Construction Area, (i) at least three of the four crosswalks at each of the intersections of Flower Street and 4th, 5th and 6th Streets shall remain open and passable at all times, and (ii) the mid-block crosswalk on Flower Street between 5th and 6th Streets (the "**Mid-Block Crosswalk**") shall remain open and passable at all times; provided, however, that (i) the crosswalks at the intersections of Flower Street and 4th, 5th and 6th Streets may be impeded during the Utility Installation, Pile and Cap Beam Installation, Deck Installation, Deck Removal or Street Restoration when the work in the intersections is performed in accordance with Section 4.2 above, and (ii) the Mid-Block Crosswalk may be closed during Daytime Work, Night Work and/or Weekend Work when such work occurs directly in the Mid-Block Crosswalk and, in each case, reasonably convenient alternate pedestrian access is provided.

5. Transportation Impacts. Metro acknowledges that minimizing traffic congestion in the Flower Street Business District and inconvenience to the tenant employees and visitors to CNP are of the utmost importance to FSP during the construction of the Regional Connector Project in the Flower Street Construction Area.

5.1 Traffic Management Plan. Metro and the Design-Build Contractor shall consult regularly and frequently with FSP so that FSP has meaningful input on the traffic management and construction mitigation plan for the Flower Street Business District (together with all amendments and supplements, the "**Traffic Management Plan**"). FSP shall receive the draft Traffic Management Plan for its review and comment at least fifteen (15) days before it is submitted to LADOT. FSP shall have a reasonable opportunity to provide written comments on the draft Traffic Management Plan and to meet with the Design-Build Contractor and any traffic engineer or consultant retained by Metro or the Design-Build Contractor during the preparation of the Traffic Management Plan. FSP may provide its recommendations regarding the effectiveness and feasibility of the Traffic Management Plan. Metro shall consider in good faith and respond to all of FSP's comments, concerns and recommendations regarding the Traffic

Management Plan and, where practical and feasible, shall incorporate FSP's proposals. The Traffic Management Plan shall comply with all of LADOT's requirements and shall include, without limitation, vehicle queuing, the location of construction staging/laydown areas, haul routes, hours of truck operations, lane/sidewalk/crosswalk/street closures, pedestrian pathways and detours, directional signage, public safety vehicle access and other matters at LADOT's discretion. The draft Traffic Management Plan shall include detailed drawings showing the location of work areas, the Work Stations, K-rails, traffic control measures, lane closures, the design of the Decking and paving at the interface with the entrance and exit ramps and driveways to the CNP Garage and the J-2 Garage. Prior to and during the Construction Period, Metro and the Design-Build Contractor shall consult with FSP and its consultants no less frequently than monthly at an agreed-upon regular date and time (and more frequently if requested by FSP) to discuss any issues regarding the Flower Street construction, including, without limitation, adjustments to the Traffic Management Plan. The monthly meetings shall include an update by the Design-Build Contractor on the Flower Street construction schedule. Trench plates shall be recessed and secured per LADOT drawings and requirements.

5.2 Haul Routes. As part of the development of the Traffic Management Plan described in Section 5.1 above, Metro shall consult with FSP regarding haul routes during all stages of the work. Metro shall consider in good faith FSP's requests and recommendations. Metro and FSP acknowledge that the haul routes will be subject to construction factors and LADOT approval through the Transportation Construction Traffic Management Committee.

5.3 Lane Closures. If the Utility Relocation Stage or the Pile and Cap Beam Installation take place during the Daytime Period, Metro shall comply with the lane closure restrictions set forth in the Daytime Work Requirements. During the Steady State, all of the travel lanes on Flower Street shall remain open, except for the area occupied by the Work Stations and as permitted pursuant to Section 9.10. During the Steady State, no travel lanes may be closed at any time on 4th, 5th and 6th Streets in the Flower Street Business District during the Daytime Period, except (i) for unforeseeable circumstances beyond the control of Metro and the Design-Build Contractor, and (ii) lanes on 5th and 6th Streets may be temporarily tapered at the intersection with Flower Street in order to accommodate temporary reductions in the width of the intersection or to accommodate turns around the Work Station located south of 5th Street. No staging or storing of materials, trucks or equipment shall take place on 4th, 5th and 6th Streets.

5.4 Bus Stop. Metro shall keep open to allow normal operations during CNP's regular business hours (7:00 a.m. to 7:00 p.m. on Monday through Friday) (i) the existing mid-block bus stop on Flower Street between 5th Street and 6th Street (except that the bus stops may be temporarily relocated during the period when Pile and Cap Beam Installation is occurring in front of the bus stop), and (ii) the mid-block passenger loading area (cut-out) on Flower Street (except that such loading area may be closed when the Pile and Cap Beam Installation and Water Main Relocation is occurring in front of such area).

5.5 Public Safety Vehicle Access. Metro acknowledges that (i) maintaining access to CNP and the J-2 Garage for fire trucks, police vehicles, ambulances and other public safety vehicles is of the utmost importance, and (ii) the frontage of CNP on Flower Street is used by public transit, buses, shuttle buses, private vehicles, and taxis and public safety

vehicles. Accordingly, Metro shall at all times provide adequate street access to CNP and the J-2 Garage for public safety vehicles at all times during the Construction Period.

6. **Quality of Construction Barriers and Work Stations.** Metro shall work with FSP to provide aesthetically pleasing construction barriers and Work Station structures during the Steady State and for the CNP frontage between the CNP Flower Street driveways during the Water Main Relocation and Pile and Cap Beam Installation occurring in that area (the "**CNP Frontage Barrier**"). The Design-Build Contractor shall consult with FSP regarding the appearance of the Work Stations and the CNP Frontage Barrier. FSP shall be able to make alternative proposals and the Design-Build Contractor shall consider the FSP proposals in good faith. Upon FSP's request, the graphics on the Work Stations and the CNP Frontage Barrier will advertise that the restaurants and other businesses operating on the CNP Plaza and Level B are open during construction.

6.1 The Work Stations and CNP Frontage Barriers shall include aesthetically pleasing artwork, graphic designs and design features. The Design-Build Contractor shall consult with FSP and other stakeholders regarding the artwork, graphic designs and other design features. Metro and FSP agree that the general quality of the aesthetic appearance of the Work Stations and the CNP Frontage Barrier shall be substantially similar to the construction barriers and other structures utilized by the San Francisco MTA Central Subway project in the Union Square and Howard Street areas, which, for illustrative purposes, are shown in the photographs included in Exhibit C attached hereto; provided, however that the cost to Metro for the upgraded Work Stations and CNP Frontage Barrier shall not exceed One Million Two Hundred Thousand Dollars (\$1,200,000.00) in the aggregate. The Work Stations and CNP Frontage Barrier shall incorporate noise suppression materials.

6.2 FSP acknowledges that the construction barriers, Work Stations and CNP Frontage Barrier will be subject to LADOT approval, which may require the use of K-rails for safety purposes. Any K-rails installed along Flower Street shall either be concealed or painted to provide an aesthetically pleasing appearance.

6.3 Unless required by LADOT or otherwise required for safety reasons, K-rails shall not be placed on the sidewalk along the CNP Flower Street frontage. If the use of K-rails on such sidewalk or in the public right-of-way is needed and approved by LADOT, FSP shall have the opportunity to review and comment on (i) the aesthetic appearance of the K-rails, (ii) maintaining access to the mid-block Flower Street passenger loading area (cut out), and mid-block Flower Street public bus stop, (iii) the means to anchor the K-rails, (iv) the plan to protect the granite pavers on the CNP Plaza from damage, and (v) the plans to restore any damaged granite pavers after the K-rails are removed.

7. **Weekend Only Work.** Notwithstanding anything to the contrary in this Agreement, the following work stages shall occur only as Weekend Work and only in strict compliance with the Weekend Work Requirements: (i) the Water Main Relocation and Pile and Cap Beam Installation in the segments shown in yellow on Exhibit G attached hereto (representing in part the areas in front of the Flower Street entrances and exits to the J-2 Garage and CNP Garage), (ii) Deck Installation, (iii) Deck Removal, and (iv) Street Restoration (except for Final Paving).