

## 8. Decking.

8.1 Concrete Decking. Metro shall use precast concrete covers for the Decking along the entire length and width to cover the Cut/Cover Area. The Decking shall be positively attached to the cross beams and cap beams to eliminate noise and vibration. Any loose or unsecured Decking shall be re-secured within twenty-four (24) hours of notification from FSP.

8.2 Decking Height. Metro shall install Decking at a maximum height of no more than ten (10) inches above the existing surface of Flower Street. The Decking shall provide a flat surface across Flower Street; provided however, that (i) along the west side of Flower Street, concrete paving shall be installed to taper from the edge of the Decking down to the edge of the bottom of the gutter pan (i.e., preserving the existing curb and gutter (as shown on Drawing No. R2-SG-205), (ii) along the east side of Flower Street, the Decking shall meet the curb face no higher than the top of the existing curb face, and (iii) the Decking and paving shall satisfy LADOT standards and requirements.

8.3 Drainage. On both sides of Flower Street, the Decking shall be designed to provide adequate drainage at all times and shall (i) prevent ponding of water due to precipitation or other sources, and (ii) provide positive drainage to prevent any water flow into driveways, garages and private property.

8.4 Decking Slope. Metro shall install paving from the edge of the Decking at the appropriate and necessary slope to allow the vehicles traveling onto or off of the Decking to maintain a rate of speed consistent with LADOT standards (i.e., when traveling across Flower Street on 4th Street, 5th Street and 6th Street and when traveling down Flower Street). In addition, Metro shall install concrete paving from the edge of the Decking along the west side of Flower Street to allow vehicles to (i) travel in the curb lane, and (ii) enter and exit the CNP parking garage, in each case at a reasonable rate of speed consistent with LADOT standards.

## 9. Construction Staging and Work Stations.

9.1 No private property or sidewalk within the Flower Street Business District shall be used at any time for construction purposes for the Regional Connector Project, including without limitation, staging of trucks, equipment, workers or supplies, except for (i) the Work Stations, (ii) the construction easement for the tie back removal pit at 3rd Street, (iii) securing the CNP Frontage Barrier, if necessary, (iv) placing message boards or signage out of traffic lanes, if necessary, or (v) such easements or usage as may be necessary due to unforeseeable circumstances beyond the control of Metro and the Design-Build Contractor.

9.2 There shall be no vertical access to the work area below the Flower Street Construction Area except for (i) the vertical shaft located in the Work Station located south of 5th Street in front of the Central Library, (ii) the vertical shaft located in the Work Station located north of 5th Street in front of Citigroup Plaza, (iii) the access shaft that will be temporarily used for the TBM as shown on Exhibit D attached hereto, and (iv) as permitted in accordance with Section 9.10.

9.3 If, pursuant to the Supplemental Analysis, Metro determines that tunneling is not feasible on Flower Street between 4th Street and 6th Street, then (i) no tunneling shall occur under Flower Street south of 4th Street, and (ii) the cut and cover construction method shall not be utilized on Flower Street except between 4th Street on the north and the end of the tail track located approximately 100 feet south of 6th Street on the south.

9.4 The Work Stations shall not extend past the boundaries shown on Exhibit B attached hereto (Drawing No. R2-SG-200). Each Work Station shall have two fixed walls and gates. The minimum height of the Work Station walls shall be ten (10) feet. The walls of the Work Stations shall include sound-attenuating materials with an STC rating of 25 or more (determined under ASTM E90) and incorporate noise control curtains with an NRC rating of NRC 0.70 or greater (determined under ASTM C423). The Design-Build Contractor shall use reasonable efforts to minimize the use of all three (3) Work Stations simultaneously if, in the Design-Build Contractor's reasonable judgment, such minimized usage is feasible and will not materially and adversely affect the efficiency, schedule or cost of the construction. For example, if deliveries and loading/unloading during any period can be accomplished by using two (2) rather than all three (3) of the Work Stations without adversely affecting the construction, the Design-Build Contractor shall direct the deliveries and loading/unloading to occur at only two (2) Work Stations.

9.5 Metro and the Design-Build Contractor shall not store or stage materials and equipment in any areas in the Flower Street Business District other than the Work Stations (except for equipment and materials staged in accordance with clause (iii) of the definition of Daytime Work Requirements). Subject in all instances to Metro maintaining traffic lanes open in accordance with this Agreement, all deliveries of equipment, materials and supplies shall take place inside or immediately adjacent to the walls of the Work Stations; provided, however that Metro or the Design-Build Contractor shall not be responsible for any truck driver who fails to follow the appropriate directions regarding deliveries to the Work Stations.

9.6 In accordance with Metro's Green Construction Policy and the FEIS/FEIR, heavy trucks and equipment shall be prohibited from idling in excess of five minutes within the Flower Street Business District, provided however that the Design-Build Contractor shall use reasonable efforts to cause such trucks and equipment to turn off their engines immediately upon parking in the Flower Street Business District. There shall be no truck or equipment storage or parking in the Flower Street Business District except in the Work Stations. No equipment, materials or supplies shall be delivered to, loaded in or unloaded from the Work Stations during the AM Peak Period or the PM Peak Period.

9.7 Metro shall ensure that there is no construction worker parking on streets, in the Work Stations or in areas in Flower Street that are closed for construction. Except pursuant to parking contracts entered into by Metro or the Design-Build Contractor with individual property owners, construction workers shall not park during normal business hours in the parking structures or parking lots used by buildings in the Flower Street Business District.

9.8 Any street trees on Flower Street damaged or removed due to the construction shall be replaced during the final stage of the Street Restoration in accordance with

terms of the permit issued by the City of Los Angeles Bureau of Street Services Department of Urban Forestry.

9.9 Following the completion of (i) each phase of the Utility Relocation stage, and (ii) each segment of the Pile and Cap Beam Installation, Metro shall provide reasonable sub-surface materials and compacting fill materials below the surface to prevent settling, remove surface deformities and repave the surface of the street, in each to satisfy the standards of LADOT and the Department of Public Works.

9.10 Metro desires that the Design-Build Contractor have the flexibility to remove panels of Decking in order to perform the following work outside of the Work Stations: (a) removal and transport of soil excavated below the Decking, and (b) pumping concrete into the forms for the guideway (the "**Open Panel Work**"). Metro intends that almost all of the Open Panel Work will occur during the Night Period or the Weekend Period. Accordingly, notwithstanding Sections 5.3 and 9.2, the Design-Build Contractor may temporarily remove panels of Decking to obtain vertical access to the work area below the Decking in order to perform the Open Panel Work during the Night Period or Weekend Period if all of the following conditions are met: (i) the Night Work Requirements and the Weekend Work Requirements, respectively, are satisfied, (ii) the Decking is replaced, all equipment and materials are removed from the area, the area is swept and cleaned and the lanes are reopened prior to 7:00 a.m. the following day in the case of Night Work and 7:00 a.m. on the following Monday in the case of Weekend Work, (iii) the work area around the Decking opening is located within the three (3) contiguous eastern-most lanes of Flower Street between 5th and 6th Streets, and (iv) the three (3) contiguous lanes along the western side of Flower Street remain open during such work. In addition, in the event that the Work Approvals necessary for such Open Panel Work are not available or extraordinary circumstances require the Open Panel Work to be performed during the Daytime Period, the Design-Build Contractor may temporarily remove panels of Decking in order to perform the Open Panel Work during the Daytime Period if all of the following conditions are met: (v) the Open Panel Work (including, without limitation, set up and removal of traffic control measures and equipment) does not occur during the AM Peak Period or the PM Peak Period, (w) the Daytime Work Requirements are satisfied, (x) the Decking is replaced, all equipment and materials are removed from the area, the area is swept and cleaned and the lanes are reopened promptly following the completion of the work, (y) the work area around the Decking opening is located within the three (3) contiguous eastern-most lanes of Flower Street between 5th and 6th Streets, and (z) the three (3) contiguous lanes along the western side of Flower Street remain open during such work. Notwithstanding the foregoing, in the event that extraordinary circumstances make it infeasible to comply with clauses (iii), (iv), (y) and (z) above, subject to LADOT approval, the Design-Build Contractor may utilize one (1) or more of the three (3) contiguous lanes along the western side of Flower Street for the Open Panel Work; provided, however that the Flower Street entrance to and exit from the CNP Garage and the J-2 Garage shall be open and accessible during such Open Panel Work.

## 10. Tunnel Boring Machine Removal.

10.1 Location of TBM Removal. If, pursuant to the Supplemental Analysis, Metro determines that tunneling is not feasible on Flower Street between 4th Street and 6th Street, the removal of the TBM (the "**TBM Removal**") shall occur at the location of the

TBM Removal shaft as shown on Exhibit D attached hereto (i.e., the retrieval window shall be located south of the intersection of 4th Street and Flower Street on the west side of Flower Street). Metro shall use a gantry crane system for the TBM Removal, which gantry crane shall be located in the position shown on Exhibit D attached hereto.

10.2 Time Period for TBM Removal. The actual removal of the TBM components from the removal shaft and the transportation of the TBM components (as opposed to the assembly or disassembly of the gantry crane, disassembly of the TBM and other work related to the TBM Removal) shall occur only during the Weekend Period or the Night Period in order to minimize impacts to traffic. Provided that Metro receives the noise variances to perform the TBM Removal work during the Night Period and the Weekend Period, the Design-Build Contractor shall use up to three (3) shifts per day and the TBM Removal process shall take no more than fifteen (15) calendar days (including assembly and disassembly of the gantry crane and as such period may change due to unforeseen conditions).

10.3 Traffic Management During TBM Removal. Prior to submitting the Traffic Management Plan for the TBM Removal to LADOT and other City of Los Angeles departments, Metro shall provide FSP with a copy of the draft Traffic Management Plan and an opportunity to provide Metro with comments on the Traffic Management Plan. Metro shall consider FSP's comments and recommendations in good faith. During all of the stages in the TBM Removal, Metro shall comply with the following minimum traffic conditions: (i) at least the two (2) eastern-most lanes of Flower Street shall remain open at all times on Flower Street adjacent to the J-2 Garage entrances and exits, (ii) two (2) lanes shall remain open eastbound on 4th Street, one of which shall allow a southbound right turn onto Flower Street and the second lane shall provide access to the entrance to the J-2 Garage; provided, however that Metro may implement a full block closure of Flower Street between 4th and 5th Streets for TBM Removal during the Night Period or the Weekend Period if it complies with the Night Work Requirements or the Weekend Work Requirements, respectively. Except when the TBM components are actually removed and transported, the lane closures on Flower Street shall be limited to the area for the gantry crane as shown on Exhibit D attached hereto.

## 11. Lateral Stability; Ground Movement Monitoring; Ground Settlement.

11.1 Lateral Stability. Metro shall continuously maintain full lateral stability of City National Plaza and the J-2 Garage, incorporating seismic safety considerations during the construction operations (for any method of tunnel construction). Metro shall design and construct excavation support in accordance with Metro Rail Design Criteria for temporary structures. The Metro Rail Design Criteria shall ensure sufficient lateral force resisting elements for seismic events and shall incorporate earthquake loading standards for the shoring design system. Metro shall make its completed excavation support design and structural drawings and calculations to available to FSP and FSP's consultant for their review. The drawings and calculations shall be made available to FSP at the earliest opportunity after their completion of so that FSP and its consultant have a meaningful opportunity for review. At FSP's request, Metro and the Design-Build Contractor shall meet to discuss the drawings and calculations.

11.2 Ground Movement Monitoring. Metro shall perform detailed photographic and video surveys of City National Plaza and the J-2 Garage (the "Surveys") prior to commencement of the Construction Period and at the end of the Construction Period.

11.2.1 FSP shall approve the timing and location of the photographic and video surveys through meetings and other communications with Metro. Copies of the results of all such Surveys shall be provided to FSP within thirty (30) days after completion of the Survey.

11.2.2 Metro shall develop a detailed ground movement monitoring plan for City National Plaza and the J-2 Garage. The Design-Build Contractor shall perform a baseline survey of monitoring points on the inside face of the parking garage along Flower Street prior to Pile and Cap Beam Installation. If Metro's ground movement monitoring devices indicate movement of the excavation supporting system in excess of the maximum levels set forth in Section 11.3 below, the Design-Build Contractor shall perform measurement and monitoring of the surface areas of City National Plaza and the J-2 Garage. Monitoring of vertical, horizontal and angular distortions shall include monitoring equipment capable of detecting deformation to an accuracy of least 0.05 inch. FSP shall have a reasonable opportunity to review the draft monitoring plan and provide Metro with comments and recommendations on the plan prior to its implementation. Metro shall consider FSP's comments and recommendations in good faith.

11.2.3 Metro shall determine the appropriately required ground movement monitoring devices, shall establish an appropriate frequency of monitoring (daily to monthly depending on the location and activity of construction activity within 100 feet and less frequently than monthly if warranted based on the stage of construction), and shall provide promptly the written reports to FSP. FSP shall be permitted to install its monitoring devices at its own expense so long as such devices do not interfere with the monitoring to be performed by Metro. Metro's ground settlement monitoring shall continue during construction until the end of the Construction Period. All monitoring performed by Metro shall be at Metro's sole cost and expense. Metro and the Design-Build Contractor shall meet with FSP and its consultant on a monthly basis to review the monitoring report and discuss the report's implications.

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11.3 Ground Settlement. At such time as one of the monitoring instruments at the locations set forth in the table below shows ground settlement equal to or in excess of the applicable limit set forth in the column entitled "Design-Build Contractor Settlement Action Level", Metro shall cause the Design-Build Contractor to take immediate action to determine the cause of the ground settlement and develop and implement a plan to halt such ground movement. If one of the monitoring instruments at the locations shows ground settlement equal to or in excess of the applicable limit set forth in the column entitled "Maximum Settlement Value (Excavation Shutdown)", Metro shall immediately cause the Design-Build Contractor to cease the excavation or other operations until it has demonstrated to Metro's reasonable satisfaction that such measures have been implemented and improvements in the shoring structure have been completed that the ground settlement will cease.

<b>Instrument</b>	<b>Design-Build Contractor Settlement Action Level</b>	<b>Maximum Settlement Value (Excavation Shutdown)</b>
Surface monitoring points and Survey reflectors	0.35 inch	0.5 inch
Top of Shoring Wall Monitoring Points	0.35 inch	0.5 inch

## 12. Noise.

12.1 Noise Control Plan. Metro and the Design-Build Contractor shall consult regularly and frequently with FSP so that FSP has meaningful input in the development of a comprehensive noise mitigation plan (the "**Noise Control Plan**") for the Flower Street Construction Area. Metro and the Design-Build Contractor shall consider in good faith all of FSP's comments and concerns regarding the Noise Mitigation Plan. The Noise Control Plan shall be comprehensive, shall include a monitoring plan, shall take into account the noise characteristics of each construction stage and shall include noise attenuation measures designed to comply with the requirements of this Agreement, all applicable City of Los Angeles Municipal Code requirements for limiting construction noise, and the noise standards set forth in General Requirements 01 56 19 (Construction Noise and Vibration Control) of the Contract Documents (the "**General Requirements**"). The Noise Control Plan shall provide for Metro to (i) promptly provide to FSP weekly noise monitoring reports, and (ii) conduct meetings on an "as requested" basis with the Design-Build Contractor, Metro and FSP and their respective acoustic consultants to review the noise monitoring reports.

12.2 Noise Standards. Notwithstanding anything to the contrary herein, during all stages of construction in the Flower Street Construction Area other than Pile and Cap Beam Installation, Metro shall use its best efforts to satisfy the following noise goals (the "**Noise Goals**"): (i) during the Daytime Period, 80 dBA (measured and determined in accordance with the General Requirements, and (ii) during a daily 24 hour period, 80 dBA (based on a thirty (30)

day average Ldn as measured and determined in accordance with the General Requirements). If the Noise Goals are exceeded, Metro, the Design-Build Contractor and FSP and its acoustic consultant shall promptly meet to discuss the noise reports and further mitigation measures as may be necessary to reduce the noise levels to satisfy the Noise Goals. FSP and its acoustic consultant shall have the opportunity to propose additional feasible noise mitigation measures and methods that it believes will assist Metro and the Design-Build Contractor in meeting the Noise Goals. Metro and the Design-Build Contractor shall consider such proposals in good faith. As used herein, "feasible" means measures that are capable of being accomplished with existing and customarily utilized technology and other noise control measures or techniques, including, without limitation, additional or more extensive sound blankets or noise attenuating barriers, noise mufflers or noise attenuation devices on equipment, or rescheduling noisier stages of the work, so long as such measures do not result in unreasonable increases in cost of the work or changes to the construction schedule or sequencing that would affect the project completion date. Notwithstanding the foregoing, Metro agrees to implement the additional methods and measures set forth on Exhibit E as may be needed in order to reduce noise levels. The inability to meet the Noise Goals, in and of itself, shall not be a default by Metro under this Agreement.

12.3 **Monitoring.** Metro shall on a regular basis monitor noise and vibration levels along the frontage of City National Plaza and the J-2 Garage along Flower Street during any construction activity, and promptly provide copies of written reports to FSP. Noise levels shall be monitored at the following specified locations along the property line of City National Plaza and the J-2 Garage: (a) 5th Street and Flower Street, (b) mid-block between 5th and 6th Streets, and (c) 6th Street and Flower Street, and (d) in front of the J-2 Garage on Flower Street. Noise monitoring shall take place at the same locations on a weekly basis throughout the Construction Period (which period may be adjusted with FSP's approval, not to be unreasonably withheld, depending on the construction stage). For avoidance of doubt, no pile drivers shall be used in the Flower Street Construction Area at any time during construction.

13. **Vibration.** Metro shall ensure that the construction in the Flower Street Construction Area complies with the ground borne vibration standards and other requirements set forth in the General Requirements and any other applicable City of Los Angeles Municipal Code requirements for limiting construction vibration. Metro shall install vibration monitors/sensors at City National Plaza and the J-2 Garage and shall provide monitoring on a regular basis which shall accurately detect vibration to an accuracy of at least 0.01 cycles/second. All monitoring performed by Metro shall be at Metro's sole cost and expense. Metro shall promptly provide to FSP copies of all of the vibration monitoring reports it receives, and shall conduct meetings on an as-needed basis depending on the construction stage, with the Design-Build Contractor, Metro and FSP and their respective consultants to review the vibration monitoring reports.

14. **Exhaust Fans.** The Design-Build Contractor shall install construction ventilation systems in a manner that will protect pedestrians from the exhaust and will mitigate noise from the ventilation system in accordance with this Agreement and General Requirement Section 01 56 19 (Construction Noise and Vibration Control) of the Contract Documents. Metro agrees that no exhaust fans or ducts shall be located (i) on the frontage of CNP (i.e., the west side of Flower Street between 5th and 6th Streets), or (ii) adjacent to the Flower Street pedestrian

entrance and exit of the J-2 Garage. FSP acknowledges that exhaust fans are required per Ca/OSHA tunnel safety orders.

15. **Street and Sidewalk Cleaning.** Metro shall ensure that the Design-Build Contractor keeps all affected streets and sidewalks in the Flower Street Construction Area clean and free of dirt, asphalt or debris during all stages of construction. The Design-Build Contractor shall monitor on a regular basis all areas in the Flower Street Construction Area (including, without limitation, streets, sidewalks, areas in and around all Work Stations, staging sites, Work Stations, entrances to the CNP Garage and the J-2 Garage on Flower Street and haul routes) that are affected by the construction, work or haul activities and take prompt action to correct any deficiencies. The Design-Build Contractor shall comply with all street and sidewalk cleaning and monitoring requirements of this Agreement, the City of Los Angeles Department of Public Works, and any other agencies or departments with jurisdiction over the streets and sidewalks within the Flower Street Construction Area. The Design-Build Contractor shall sweep and/or wash the following areas, in each case, as needed (but not less frequently than once per shift) to keep such areas clean and free of dirt, asphalt or debris generated by its construction activities: (i) streets and adjacent sidewalks around and near any area that has significant volumes of construction vehicles carrying equipment, materials, debris and excavated soils, (ii) sidewalks near and pedestrian access points to CNP and the J-2 Garage, (iii) the areas around the Work Stations on Flower Street, (iv) haul routes, and (v) the areas around the vehicle entrances to and exits from the CNP Garage on Flower Street and Fifth Street and the J-2 Garage on Flower Street.

16. **Community Outreach and Advance Notification Process.** Metro acknowledges that the Flower Street Business District is an important center of economic activity for the City of Los Angeles, includes the Central Library, Maguire Gardens and plazas and other public amenities and is a sensitive area for property owners, businesses, tenants, commuters, visitors and other stakeholders. Metro and the Design-Build Contractor will be required to minimize any inconvenience to such parties and provide advance notification of construction activities and planned service interruptions in the Flower Street Business District. Metro shall develop and implement a community outreach and notification plan (the “**Outreach and Notification Plan**”), which shall include monthly meetings with FSP (or more frequently if the construction or other factors warrant) and bi-monthly public meetings to provide construction information to property owners, businesses, tenants and other stakeholders in the Flower Street Business District. FSP and Metro shall cooperate in the development of the Outreach and Notification Plan, which shall identify the events and benchmarks that shall require Metro to notify in advance FSP and other stakeholders. FSP may provide written comments on the draft Outreach and Notification Plan and to meet with Metro during the preparation of the Outreach and Notification Plan. FSP may provide its recommendations regarding the effectiveness and feasibility of the Outreach and Notification Plan. Metro shall consider in good faith and respond to all of FSP’s comments, concerns and recommendations regarding the Outreach and Notification Plan.

The monthly meeting with FSP shall serve as an opportunity to review current activities and to discuss and coordinate upcoming work directly related to FSP and its adjacency. The bi-monthly public meeting shall also provide a “look ahead” of construction activities in an effort to provide advance notice of upcoming activities so the community is best positioned to plan around



anticipated impacts. Through its outreach efforts and without limiting any other obligations of Metro under this Agreement, Metro shall notify FSP and other stakeholders of construction activities in the public right-of-way through a construction notice. The notice shall describe the activity, duration, location, work hours, and anticipated impacts to utility service, traffic lanes, sidewalks and crosswalks and shall provide approved detour routes when appropriate. The notice shall be distributed at least seventy-two (72) hours in advance of work starting via e-mail to FSP and Flower Street Business District property owners, businesses, tenants and other stakeholders. The construction notice shall also be available on the website established by Metro for the Regional Connector Project ([www.metro.net/regionalconnector](http://www.metro.net/regionalconnector)), Facebook ([facebook.com/metroregionalconnector](https://facebook.com/metroregionalconnector)) and Twitter ([twitter.com/metroconnector](https://twitter.com/metroconnector)) feeds and will be updated frequently for the duration of construction of the Regional Connector Project in the Flower Street construction area. A Project Hotline (213-922-7277) shall be in place during construction to provide information on construction activities and to access Metro Construction Relations staff. Metro Construction Relations' staff shall be available twenty-four (24) hours a day, seven (7) days a week to assist with construction related project emergencies. Metro Construction Relations staff, through the Construction Impact Mitigation Program, shall be available to coordinate in advance with FSP any access needs, special events and plan temporary or intermittent impacts to day-to-day operations due to construction, as well as direct impacts, including but not limited to noise, vibration, dust and visibility. A dedicated West Segment Construction Relations Officer (the "**West Segment CRO**") will serve as a liaison to FSP and will work closely with FSP to schedule briefings as necessary in advance of construction activities to allow proper planning by FSP. The West Segment CRO shall work closely with FSP on a consistent basis to ensure proper coordination and to provide current information to FSP.

Information regarding construction in the Flower Street Business District and construction notifications may be provided in multiple formats including, mail, electronic mail, social media and on-street portable changeable message boards. Notifications shall conform to any applicable City of Los Angeles requirements and, whether delivered orally or in writing, shall include appropriate information concerning the construction and/or service interruptions and instructions on how to limit inconvenience caused.

Construction notices shall be provided to affected businesses and residents for all lane closures, driveway closures, sidewalk closures, and parking restrictions in accordance with the Outreach and Notification Plan. In addition, Metro shall also e-mail construction notices. The notices above are in addition to the notices required by this Agreement for Daytime Work, Night Work and Weekend Work. Metro shall also provide to FSP a monthly schedule of all proposed activities within the Flower Street Construction Area.

On-street changeable message signs related to lane closures and other traffic conditions shall be installed based on Traffic Control Plans and other documents. The message signs shall be installed prior to the beginning of each stage or major construction activity as required by LADOT. These requirements will be incorporated into Traffic Control Plans prepared by the Design-Build Contractor as they are submitted by Metro.

Metro shall designate a person from its Regional Connector Project construction management team (or the holder of a specified office or position) to act as the Metro liaison and representative

to FSP for the Regional Connector Project. The Metro representative shall have the responsibility to manage and coordinate Metro's interaction with FSP concerning the Regional Connector Project. FSP shall designate a person from its property management team to act as FSP's liaison and representative to Metro for the Regional Connector Project. The FSP representative shall have the responsibility to manage and coordinate FSP's interaction with Metro concerning the Regional Connector Project. The FSP representative(s) and the Metro representative shall confer on a regular basis (at least weekly and more frequently if necessary) in order to coordinate their activities.

17. **Liability for Damage to FSP Property.** Metro shall be liable for and shall pay to FSP the cost of any damage of any kind whatsoever to CNP or the J-2 Garage, including, without limitation, the foundation, buildings, CNP Plaza, sidewalks, escalators, planters, trees, landscaping and any other physical property of FSP, in any way arising from or caused by the construction of the Regional Connector Project. Nothing in this Agreement shall limit in any way the rights of FSP or its tenants to recover from Metro or the Design-Build Contractor for any damage to CNP or the J-2 Garage, the cost to repair or replace any component of same or for other costs and expenses incurred by FSP or tenants due to damage to their physical property caused by the Regional Connector Project construction. Without limiting the foregoing, if any damage occurs to the granite pavers on the CNP Plaza, FSP shall be entitled to recover the costs and expenses to install new granite pavers of matching quality, size, thickness, texture shade of gray and appearance (including, without limitation, the cost, as reasonably determined by FSP, of any replacement pavers held by FSP in stock). If in FSP's reasonable judgment, the replacement pavers held by FSP in stock are not sufficient in number or sufficiently similar in quality, size, thickness, texture shade of gray and appearance, Metro shall reimburse FSP for the cost to replace all of the pavers along the entire Flower Street frontage for a width of up to thirty (30) feet from Flower Street with compatible replacement pavers in order to maintain a harmonious appearance; provided, however that prior to such reimbursement, Metro shall have a reasonable period of time and opportunity to locate and obtain granite pavers matching in quality, size, thickness, texture shade of gray and appearance. Metro shall maintain an administrative claims process throughout the term of this Agreement that may be initiated by filing a claim substantially in the form set forth in Exhibit F. Metro shall make copies of Exhibit F available upon request and on its website to any persons or businesses claiming damage caused by Metro. Claims by FSP for damage of any kind whatsoever to CNP or the J-2 Garage, including, without limitation, the granite pavers shall be handled through Metro's administrative claims process.

18. **Liability for Third Party Injuries.** Metro shall take all necessary and reasonable measures to protect against (i) accidents or injuries to or death of persons, or (ii) damage to the property of such persons, in each case occurring in, on or around the Flower Street Construction Area and the adjacent streets, sidewalks, ways, parking areas, curbs, ramps and (including, without limitation, any such areas on or around CNP or the J-2 Garage). Metro acknowledges and agrees that FSP's exercise of its rights under this Agreement, including, without limitation, its review of or commenting upon any plans or programs pursuant to this Agreement, shall not subject FSP to liability with respect to such Damages.

## 19. Dispute Resolution.

19.1 Pre-Arbitration Resolution. If a dispute, claim, disagreement or controversy (a “**Dispute**”) arises in connection with this Agreement or the performance of obligations set forth herein, the Parties shall promptly attempt in good faith to resolve such Dispute by negotiation between officers of each Party who have authority to settle the controversy. Any Party may give the other Party written notice of any Dispute not resolved in the normal course of business. Within five (5) days after delivery of the notice, the receiving Party shall submit to the other Party a written response. The notice and response shall include with reasonable particularity a statement of each Party’s position and a summary of its reasons supporting that position. Within five (5) days after delivery of the response, the officers of both Parties shall meet at a mutually acceptable time and place. Unless otherwise agreed in writing by the negotiating Parties, the above-described negotiation shall end at the close of the first meeting of officers described above (“**First Meeting**”). If the Parties agree to mediate the Dispute, such mediation shall be submitted to JAMS, or its successor, for mediation. If the Parties are unable to reach agreement or otherwise resolve the Dispute at the First Meeting (or if one of the Parties fails to comply with the requirements of this Section 19), either Party shall be entitled to initiate binding arbitration. All offers, promises, conduct and statements, whether oral or written, made in the course of the negotiation by any of the Parties, their agents, employees, experts and attorneys are confidential, privileged and inadmissible for any purpose, including impeachment, in arbitration or other proceeding involving the Parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 19 are pending and for fifteen (15) calendar days thereafter. The Parties shall take such action, if any, required to effectuate such tolling. Notwithstanding anything to the contrary in this Agreement, this Section 19 shall not limit FSP’s right to utilize an Independent Compliance Monitor in accordance with Section 21 and FSP’s right to utilize the Independent Compliance Monitor are separate and independent of the process set forth in this Section 19 and shall be implemented notwithstanding the dispute resolution proceedings set forth in this Section 19.

19.2 Arbitration. Any Dispute arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Los Angeles, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Engineering and Construction Arbitration Rules and Procedures for Expedited Arbitration (the “**JAMS Rules**”). The arbitrator shall have the authority to grant all remedies at law or equity to the Parties. Judgment on the award by the arbitrator may be entered in any court having jurisdiction. This Section shall not preclude Parties from seeking provisional remedies in aid of or in lieu of arbitration from a court of appropriate jurisdiction.

19.3 Review of Award. The Parties may, within the time periods under California law, and upon the grounds specified in this Section 19.3, under California Code of Civil Procedure Sections 1286.2, 1286.6, and 1296 petition a reviewing court having proper jurisdiction to confirm, correct or vacate an arbitration award. The parties agree, in addition to the other grounds under California Code of Civil Procedure Section 1286.2, such reviewing court

may pursuant to Code of Civil Procedure Section 1296, if applicable, vacate an arbitration award, or part thereof, if it determines either that the award, or part thereof, is not supported by substantial evidence or that it is not decided under or in accordance with California law. If the award, or part thereof, is vacated on the grounds set forth in the preceding sentence or in subdivision (a)(4) or (5) of Section 1286.2 of the Code of Civil Procedure or if the court determines that the award does not include a determination of all submitted questions necessary to determine the controversy, the court may order a rehearing before the original arbitrator or remand to the original arbitrator that portion of the dispute which the court concludes the arbitrator failed to determine.

20. **Business Mitigation Assistance.** Metro shall develop and implement a program business mitigation measures for the purpose of assisting those businesses (the “**Affected Businesses**”) in the Flower Street Construction Area that may be financially affected by the construction of the Regional Connector Project in such area (the “**Business Mitigation Assistance**”). FSP and Metro shall cooperate in the development of the Business Mitigation Assistance program. Metro shall consult closely with FSP periodically during the course of the construction on Flower Street to develop, implement, and adjust as necessary the Business Mitigation Assistance program to serve the Affected Businesses. Metro shall provide FSP with a draft of its plan for the Business Mitigation Assistance and provide FSP with the opportunity to comment on the plan. FSP may provide its recommendations regarding the Business Mitigation Assistance program and Metro shall consider in good faith and respond to all of FSP’s comments, concerns and recommendations regarding the Business Mitigation Assistance program. Metro agrees to devote at least Four Million Five Hundred Thousand Dollars (\$4,500,000.00) (the “**Minimum Amount**”) for the Business Mitigation Assistance over the course of the Construction Period, which shall include, but is not limited to, the following: (i) advertising of the Affected Businesses, including, but not limited to, local newspapers and on social media; (ii) parking validation and other incentives for the Affected Businesses; (iii) implementation of a program that focuses attention on the businesses in the Flower Street Construction Area; (iv) public outreach programs to benefit the Affected Businesses; (v) communications and outreach support; (vi) up to two (2) cameras or other surveillance equipment to publicly broadcast the progress of construction in the Flower Street Construction Area; (vii) public affairs representatives made available to Affected Business; (viii) placement of large, clearly visible signage indicating that the Affected Businesses are open during construction; and (ix) other urban design, mitigation, public outreach, and business assistance projects as mutually agreed upon by Metro and FSP. The Minimum Amount is based on the assumption that the Construction Period shall not exceed three (3) years. If the construction duration of three (3) years is exceeded, Metro shall expend at least an additional One Hundred Twenty Five Thousand Dollars (\$125,000) per month on the Business Mitigation Assistance for each month that such any of such durations is exceeded.

21. **Independent Compliance Monitor.** During the Construction Period, Metro shall fund an Independent Compliance Monitor to ensure compliance with the conditions and required mitigation measures covered under this Agreement and all exhibits attached hereto. The Independent Compliance Monitor shall be utilized on an “as needed” basis at such time or times as FSP determines, in its sole and absolute discretion, that one or more incidents of non-compliance of a material nature have occurred. Prior to the utilization of the Independent Compliance Monitor, FSP shall give written notice to Metro of the occurrence of the incident or

incidents of non-compliance and its intention to utilize the Independent Compliance Monitor. For a period of five (5) days after delivery of the notice, a representative of Metro shall have the opportunity to meet with a representative of FSP and attempt to resolve the matter to FSP's satisfaction. If, at the end of the five (5) day period, FSP has not given written notice to Metro stating affirmatively that the matter has been resolved to FSP's satisfaction, the Independent Compliance Monitor shall commence its work. The Independent Compliance Monitor shall be an independent contractor, not otherwise employed by the Metro or FSP, and shall be selected jointly by Metro and FSP; provided, however that the independent compliance monitor employed by Metro in connection with the construction of the La Cienega station of the Westside Subway Extension project shall be eligible to serve as the Independent Compliance Monitor. The Independent Compliance Monitor shall have no pre-existing relationship with either Metro or FSP, unless (i) the Independent Compliance Monitor is utilized on another Metro project (including, without limitation, the La Cienega station of the Westside Subway Extension project), and (ii) this requirement is specifically waived by Metro (as to a contractor employed by FSP) and FSP (as to a contractor employed by Metro). Metro, FSP and the Independent Compliance Monitor shall enter into a three party contract to engage the services of the Independent Compliance Monitor. The Independent Compliance Monitor shall invoice Metro for its work and subject to Metro's verification and approval of the invoice and FSP's verification of the invoice, Metro shall pay the Independent Compliance Monitor. Metro's obligation to pay the Independent Compliance Monitor shall not exceed a maximum amount of One Hundred Eighty Thousand Dollars (\$180,000) (the "**Maximum Amount**") in the aggregate for the entire Construction Period. At such time as the Maximum Amount has been paid by Metro to the Independent Compliance Monitor, Metro's obligations under this Section 21 shall terminate. The Maximum Amount is based on the assumption that the Construction Period shall not exceed three (3) years. If the construction duration of three (3) years is exceeded, the Maximum Amount will be increased by an additional Five Thousand Dollars (\$5,000) per month for each month that such any of such durations is exceeded. The engagement of the Independent Compliance Monitor shall be for a term of one year, with said engagement to be automatically renewed annually unless either FSP or Metro objects to the renewal of the Independent Compliance Monitor's engagement. Nothing in this Article shall be construed to limit the ability of the Los Angeles City Attorney, any City department, bureau or other governmental authority to notify or inform Metro or the Independent Compliance Monitor of any alleged violations of laws, ordinances, statutes or regulations or to enforce same against Metro or the Design-Build Contractor.

The Independent Compliance Monitor shall be tasked with assessing whether Metro or the Design-Build Contractor is in compliance with the conditions and mitigations measures of this Agreement (including, without limitation, the exhibits attached hereto). When the Independent Compliance Monitor believes that Metro or the Design-Build Contractor has not complied with a condition or mitigation measure of this Agreement (or an exhibit attached hereto), the Independent Compliance Monitor shall provide documentation of its observations to both Metro and FSP within twenty-four (24) hours of its determination. Metro shall provide a response to the report within forty-eight (48) hours that shall include a description of the investigative and other actions taken to address the observations of the Independent Compliance Monitor.

22. **Compensation for FSP's Consultants Fees.** Metro acknowledges (i) that FSP has incurred substantial third-party consultants fees and costs in connection with obtaining this Agreement, and (ii) the additional mitigation measures and other protections included in this Agreement will protect the environment in the Flower Street Business District, which will benefit FSP and other property owners, tenants, employees, businesses and visitors in the Flower Street Business District. Accordingly, Metro agrees to pay FSP the amount of Eight Hundred Thousand (\$800,000.00) as compensation for the consultant fees and costs FSP has incurred in connection with this Agreement and in consideration of FSP facilitating the public benefits obtained by this Agreement. The payment provided for in this Section 22 shall be made by Metro not more than thirty (30) days after its execution of this Agreement.

23. **Obligation to Perform MMRP and Contract Requirements.** Metro acknowledges and agrees that mitigation measures were adopted by Metro in connection with the certification of the EIR/EIS and that certain mitigation measures are applicable to the construction of the Regional Connector Project in the Cut/Cover Area (the "**EIR/EIS Mitigation Measures**"). In addition, the Contract Documents contain standards and requirements for the Design-Build Contractor to perform that are intended to reduce environmental impacts from the Regional Connector Project (the "**Contract Standards**"). Metro agrees that it shall perform and comply with and cause the Design-Build Contractor to perform and comply with the EIR/EIS Mitigation Measures and Contract Standards, as applicable. The EIR/EIS Mitigation Measures and the Contract Standards are in addition to and do not limit, derogate from, replace or override any of the covenants of Metro set forth in this Agreement. The obligations of Metro in the EIR/EIS Mitigation Measures, the Contract Standards and this Agreement are cumulative. Metro agrees that all of its obligations in this Agreement shall be performed at its sole cost and expense and FSP shall have no obligation to reimburse Metro for any of such obligations.

24. **Actions of the Design-Build Contractor.** The Parties acknowledge and agree that many of the obligations of Metro under this Agreement must or will be performed or carried out by the Design-Build Contractor. Whenever this Agreement provides that the Design-Build Contractor shall take or perform an action or refrain from taking or performing or such action, the intent of the Parties is that (i) Metro shall cause the Design-Build Contractor to do so, (ii) Metro shall be responsible for causing the Design-Build Contractor to perform as stated in this Agreement, and (iii) Metro shall be liable for the Design-Build Contractor's failure to do so as if Metro was directly responsible for performing as stated in this Agreement.

25. **Further Assurances.** The Parties agree to enter into, deliver, perform, construe, and take any action under any contract, agreement, or other instrument that the other Party reasonably determines to be necessary or desirable to further the purposes of this Agreement. This Section 255 shall survive the termination and expiration of this Agreement.

26. **Parties' Remedies.** Each Party shall have all rights and remedies available at law or in equity for the other Party's breach of this Agreement including, without limitation, an action for specific performance and/or injunctive relief. The remedies under this Agreement are cumulative and shall not exclude any other remedies to which any Party may be lawfully entitled.

27. **Severability.** Every provision of this Agreement is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid, for any reason whatsoever, by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

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

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

30. **Attorneys' Fees.** In the event that any dispute between the Parties should result in litigation or arbitration, the prevailing Party in such litigation or arbitration shall be entitled to recover from the other Party all reasonable fees, costs, and expenses of enforcing any right of the prevailing Party, including, without limitation, reasonable attorneys' fees and expenses incurred in any appeal or in any post-judgment proceedings to collect or enforce the judgment.

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

**If to Metro:**

Los Angeles County Metropolitan Transportation Authority  
432 East Temple Street  
Los Angeles, California 90012  
Attention: Mr. Girish Roy

**With a copy to:**

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

**If to FSP:**

FSP – South Flower Street Associates, LLC  
 c/o Commonwealth Partners LLC  
 515 South Flower Street, Suite 3200  
 Los Angeles, California 90071  
 Attention: Mr. Travis Addison

**With a copy to:**

Paul Hastings LLP  
 515 South Flower Street, Suite 2500  
 Los Angeles, California 90071  
 Attention: Mitchell B. Menzer, Esq.

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

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



33. **Binding Effect.** This Agreement shall bind, and inure to the benefit of, the Parties' respective subsidiaries, parent, and affiliated corporations or partnerships, and their respective successors, assigns, representatives, and heirs.

34. **Assignment.** The rights and obligations of Metro under this Agreement shall not be assigned and any attempted assignment shall be void and of no effect. The rights and obligations of FSP under this Agreement shall not be assigned and any attempted assignment shall be void and of no effect; provided, however that FSP shall have the right to assign this Agreement and such rights and obligations to (i) any purchaser other transferee of CNP and/or the J-2 Garage or other successor-in-interest, and (ii) mortgagee or other lender as collateral for a loan secured by CNP and/or the J-2 Garage, in each case without the need to obtain the approval of Metro.

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

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

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

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

39. **Miscellaneous.** All powers, rights, or remedies of the Parties to this Agreement shall be cumulative with, and not exclusive of any powers, rights, or remedies otherwise available at law or in equity.

[Signature page follows]

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

**“Metro”**

The Los Angeles County Metropolitan Transportation Authority,  
a public entity

By: 

Name: Phillip A. Washington  
Title: Chief Executive Officer

Date: June 29, 2015

**“FSP”**

FSP – South Flower Street Associates, LLC,  
a Delaware limited liability company

By: Fifth Street Properties, LLC,  
a Delaware limited liability company,  
Its Sole Member

By: CWP Capital Management, LLC,  
a Delaware limited liability company,  
Its Manager

By: 

Name: Michael W. Croft  
Title: Chief Executive Officer and Chairman

Date: 6.30, 2015

**EXHIBIT A**  
**DEPICTION OF THE CUT/COVER AREA**  
**[Attached]**

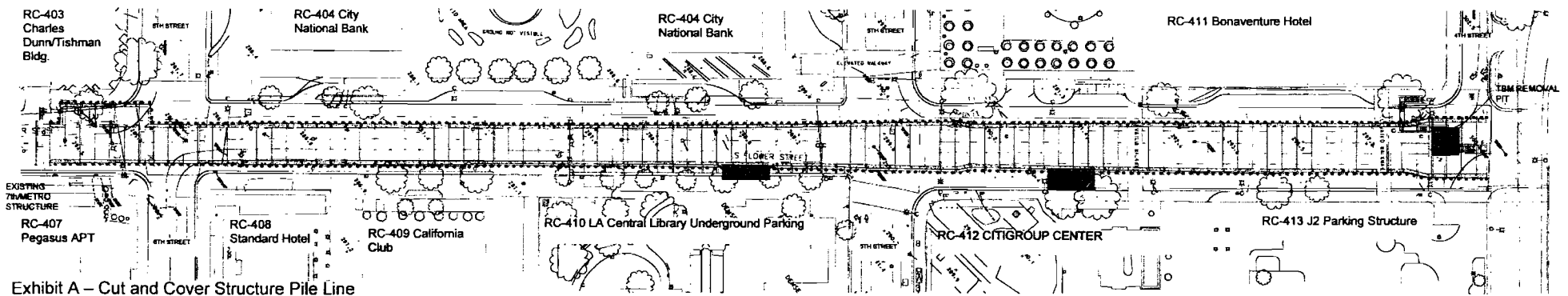
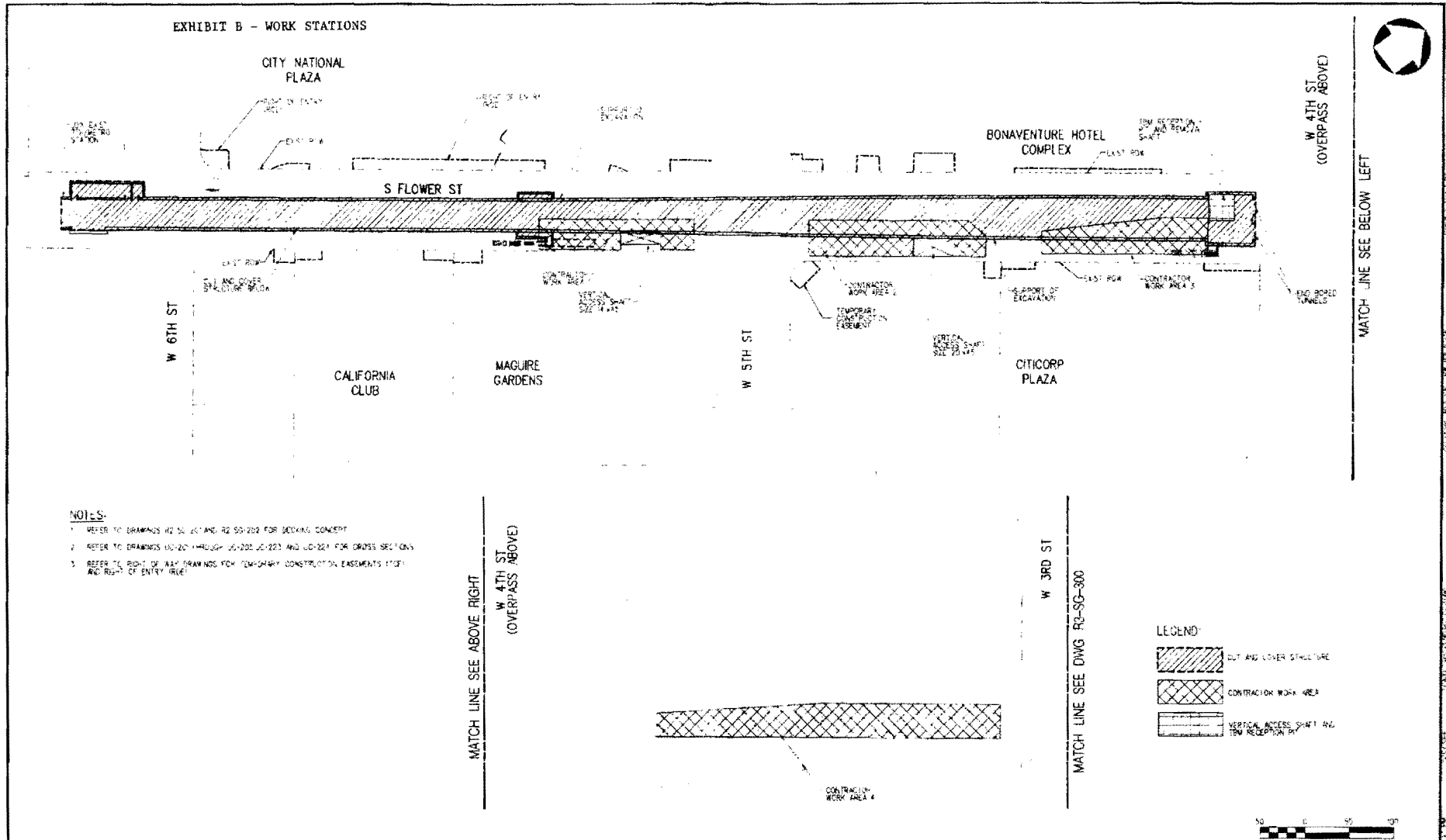


Exhibit A – Cut and Cover Structure Pile Line

**EXHIBIT B**  
**LOCATION AND DIMENSIONS OF THE WORK STATIONS**  
**[Attached]**

EXHIBIT B - WORK STATIONS



NOTES:

1. REFER TO DRAWINGS R2-SG-101 AND R2-SG-200 FOR DESIGN CONCEPT
2. REFER TO DRAWINGS UG-201 THROUGH UG-205, UG-223 AND UG-224 FOR CROSS SECTIONS
3. REFER TO RIGHT OF WAY DRAWINGS FOR TEMPORARY CONSTRUCTION EASEMENTS (TOP) AND RIGHT OF ENTRY (BEE)

<p>THE PREPARATION OF THIS DRAWING HAS BEEN FINANCED BY THE STATE OF CALIFORNIA AND THE COUNTY OF LOS ANGELES.</p>										<p>REVIEWED BY: L. MOHR</p>		<p>LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY</p>		<p>REGIONAL CONNECTOR TRANSIT CORRIDOR PROJECT DEFINITION DRAWINGS CONSTRUCTION STAGING FLOWER STREET CUT AND COVER WORK AREA</p>		<p>CONTRACT NO. C0980</p>	
<p>DATE: 12/07/2012</p>										<p>DRAWN BY: M. AL-MASHAT</p>		<p>NO. 2 PLUMES STREET 4TH FLOOR LOS ANGELES CA 90012 213-480-5000</p>		<p>DRAWING NO. R2-SG-200</p>		<p>SHEET NO. 1</p>	
<p>ISSUED FOR SOLICITATION</p>										<p>CHECKED BY: L. MOHR</p>		<p>SCALE: 1" = 50'</p>		<p>DATE: 12/07/2012</p>		<p>DATE: 12/07/2012</p>	

EXHIBIT C

EXAMPLES OF MINIMUM QUALITY FOR CONSTRUCTION BARRIERS  
AND WORK STATIONS

The TransBay Transit Center Fremont Street walkway.



181 Fremont site near Howard



Plaza in front of 199 Fremont with 181 barricade.

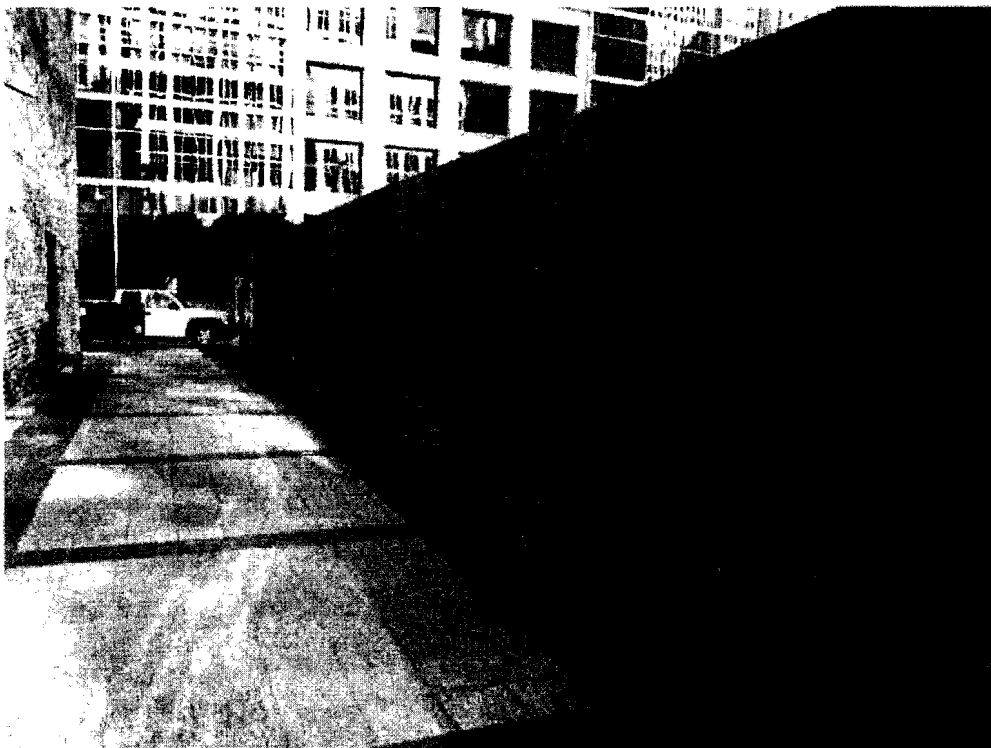




199 Fremont



Corridor between Towne Hall on Howard and 181 Fremont



Union Sq. subway project.



Union Square





Union Square



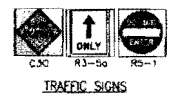
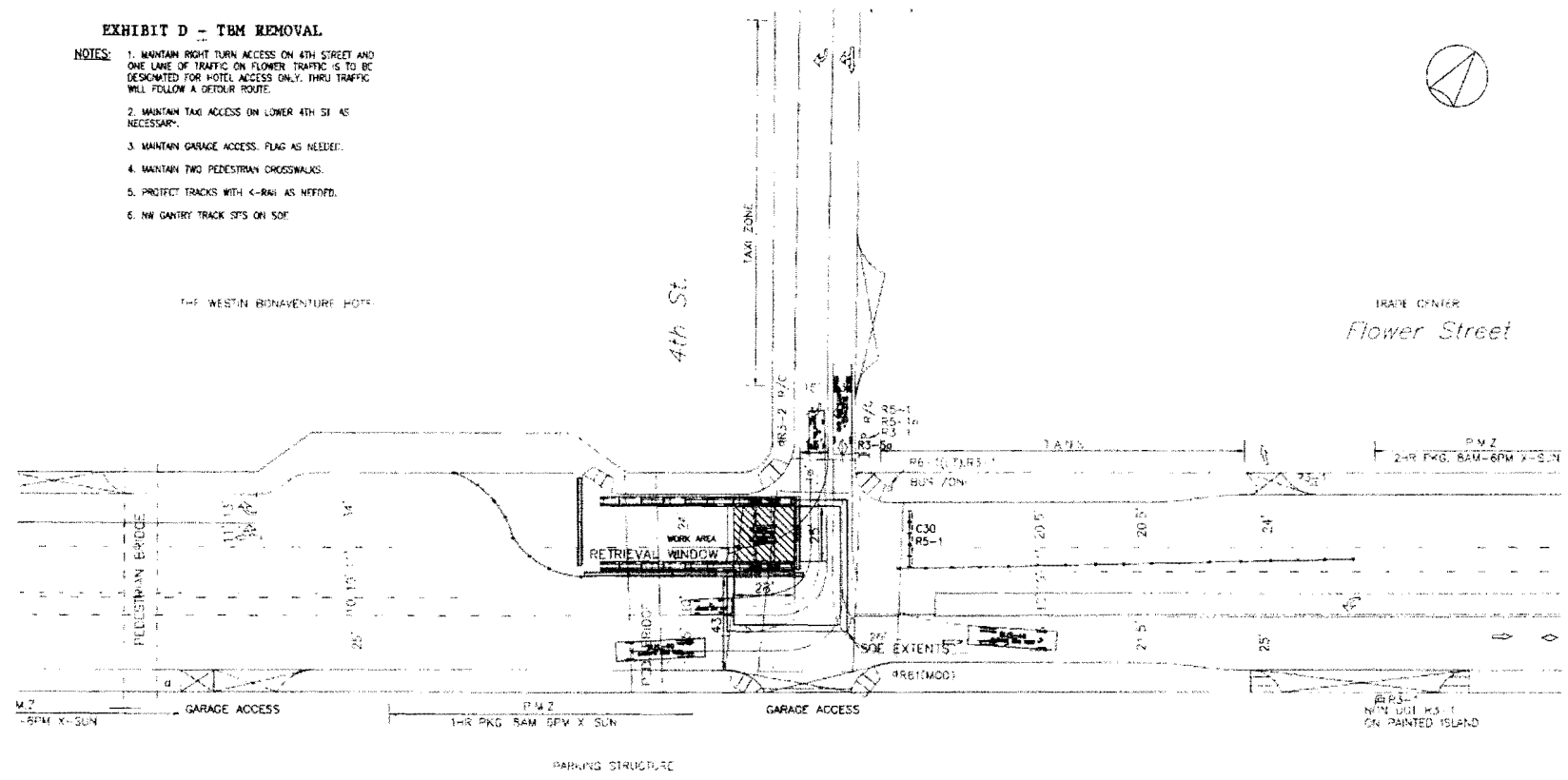
**EXHIBIT D**

**LOCATION AND DIMENSIONS OF TBM REMOVAL**

**[Attached]**

**EXHIBIT D - TBM REMOVAL**

- NOTES:**
1. MAINTAIN RIGHT TURN ACCESS ON 4TH STREET AND ONE LANE OF TRAFFIC ON FLOWER STREET IS TO BE DESIGNATED FOR HOTEL ACCESS ONLY. THRU TRAFFIC WILL FOLLOW A DETOUR ROUTE.
  2. MAINTAIN TAXI ACCESS ON LOWER 4TH ST AS NECESSARY.
  3. MAINTAIN GARAGE ACCESS. FLAG AS NEEDED.
  4. MAINTAIN TWO PEDESTRIAN CROSSWALKS.
  5. PROTECT TRACKS WITH K-RAIL AS NEEDED.
  6. NW GANTRY TRACK ST'S ON SDE



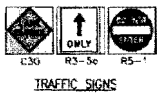
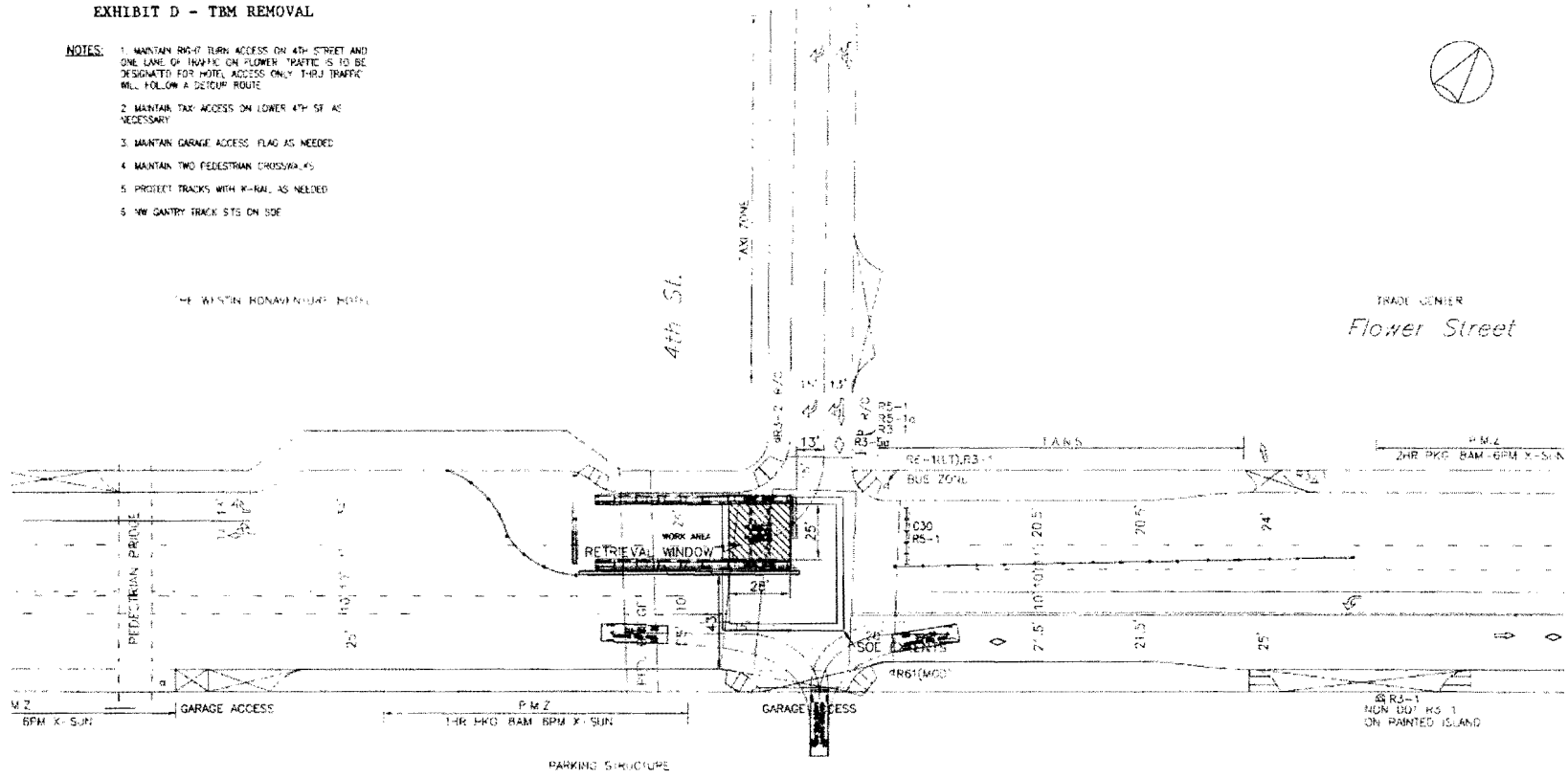
1 FLOWER ST. TBM RETRIEVAL SHAFT - GANTRY OPTION - MOVE SHAFT 8' TO NW  
SCALE: \_\_\_\_\_

**DRAFT PRELIMINARY PLAN NOT FOR CONSTRUCTION**

										LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY		REGIONAL CONNECTOR FLOWER STREET TBM RETRIEVAL SHAFT		CD980 1402-0531 B AS SHOWN 06	
										REGIONAL CONNECTOR CONSTRUCTORS SKANSKA TOBIAS					
REV	DATE	BY	APP	RES. NO.	EXT. NO.	SEAL HOLDER	DESCRIPTION	DESIGN NO.	THUMB N°	CHECKED BY	IN CHARGE	DATE			
B	01.08.2015	MM					REMOVED 3' OF EACH RAIL, OPENED AT LANE ON 4TH ST			A. KROK		01.08.2015			
A	01.08.2015	MM					ORIGINAL								

**EXHIBIT D - TBM REMOVAL**

- NOTES:**
1. MAINTAIN RIGHT TURN ACCESS ON 4TH STREET AND ONE LANE OF TRAFFIC ON FLOWER STREET TO BE DESIGNATED FOR HOTEL ACCESS ONLY. TRAFFIC WILL FOLLOW A DETOUR ROUTE.
  2. MAINTAIN TAXI ACCESS ON LOWER 4TH ST AS NECESSARY.
  3. MAINTAIN GARAGE ACCESS FLAG AS NEEDED.
  4. MAINTAIN TWO PEDESTRIAN CROSSINGS.
  5. PROTECT TRACKS WITH W-HAL AS NEEDED.
  6. NW GANTRY TRACK STS ON SDE.



1 FLOWER ST. TBM RETRIEVAL SHAFT - GANTRY OPTION - MOVE SHAFT 8' TO NW  
SCALE

**DRAFT PRELIMINARY PLAN NOT FOR CONSTRUCTION**

							REVISION # A KINK DATED BY A CHANG DATE 01.06.2015	LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY	REGIONAL CONNECTOR FLOWER STREET TBM RETRIEVAL SHAFT	DRAWING NO. C0980 SHEET NO. 1402-0531   B SCALE AS SHOWN SHEET NO. 06
REV	DATE	BY	APP	REQ NO	EXPIRES	SEALED BY	DESCRIPTION			
C	01.06.2015	APP	-	-	-	-	ADJUSTED 5' OF EACH TRACK, LINED UP LANE ON 4TH ST			
A	01.06.2015	APP	-	-	-	-	ORIGINAL			



## EXHIBIT E

### ADDITIONAL NOISE MITIGATION MEASURES

I. Additional Mitigation Measures. As part of the Noise Control Plan, Metro agrees that all of the following mitigation measures shall be implemented by Metro and the Design-Build Contractor as needed to meet the Noise Goals:

<u>Source</u>	<u>Noise Control Measures</u>
Backup alarms	<p>Use of low impact alarms, which include manually-adjustable alarms, self-adjusting alarms and broadband alarms.</p> <p>Configure traffic pattern to minimize backing movement.</p>
Slamming tailgates	<p>No slamming tailgates</p> <p>Establish truck cleanout staging areas as needed. Use rubber gaskets or functional equivalent. Decrease speed of closure. Place plywood or dirt beds on all trucks.</p>
Pavement breakers (jackhammers)	<p>Fit with manufacturer approved exhaust muffler. Enclose pavement breaker activities with a noise barrier fence.</p>
Vibratory rollers and packers	<p>Avoid use in vibration sensitive areas.</p>
Drilling for Piles	<p>No impact pile driving will be used.</p>
Prolonged idling of Equipment	<p>No idling of heavy equipment. Locate equipment away from noise sensitive areas to the extent practicable.</p>
Construction Operations Planning	<p>Use modern equipment equipped with state of the art engine insulation and mufflers. Where a generator is necessary, it shall be equipped with the best available technology to minimize noise. Operate equipment at the lowest possible power levels. Provide noise muffling enclosures for fixed equipment. Provide noise awareness training to contractors/workers. Use solar, battery powered, or hybrid equipment whenever and wherever practical. All Work Stations shall be enclosed.</p>



## II. Path Mitigation Techniques.

- Use of temporary sound walls, noise barriers and sound control curtains or an equivalent form of solid object to either destroy part of the sound energy by absorption, or to redirect part of the energy by wave deflection.
- All jackhammers, pavement breakers, saw cutters and other noisy equipment used in the Flower Street Construction Area shall be enclosed with shields, acoustical barrier enclosures, or noise barriers.
- Enclose activities likely to create a noise disturbance and enclose stationary equipment.
- Employ sound blankets over a movable fence for all night work, including the use of state-of-the-art technology where necessary to achieve the Noise Goals.

## III. Additional Measures.

### **Part 1 - Scheduling of Work**

- 1.1 Schedule noisiest activities during permitted work hours during the appropriate periods. Examples of noisy activities include: (i) saw-cutting; (ii) pile-drilling; and (iii) jack-hammering.

### **Part 2 - Noise Control Measures**

#### **Equipment**

- 2.1 Use low impact backup alarms on equipment. The backup alarms shall be white sound, broadband and multi-frequency type alarms. Acceptable manufacturers are Brigade, ECCO or approved equal. Ambient-sensitive self-adjusting backup alarms shall be strategically placed on vehicles to minimize engine noise interference.
- 2.2 Use modern equipment equipped with state of the art engine insulation and mufflers.
- 2.3 Where a generator is necessary, it shall be equipped with maximum noise muffling capability. Operate equipment at the lowest possible power levels.
- 2.4 Use solar-powered arrow boards.
- 2.5 Use nylon slings for lifting in lieu of chainfall.

#### **Hauling/Staging**

- 2.7 Configure traffic patterns to minimize backing movement.
- 2.8 Use approved haul routes only.

#### **Work Areas**

- 2.9 Enclose pavement breaker and sawcutting activities with a noise barrier fence. Noise barrier fence shall include materials with an STC rating of 25 or more (determined under ASTM E90) and incorporate noise control curtains with an NRC rating of NRC 0.70 or greater (determined under ASTM C423).
- 2.10 To minimize slamming tailgates use rubber gaskets or equivalent.
- 2.11 Place plywood or dirt on beds of trucks.
- 2.12 No slamming tailgates and decrease the speed of tailgate closures
- 2.13 No impact pile driving will be used.
- 2.14 Locate equipment away from noise sensitive areas to the extent practicable.
- 2.15 Use noise control signage in work zone that states "Noise Control Zone."
- 2.16 No idling of heavy equipment.
- 2.18 Use slurry backfill (which doesn't require vibratory equipment).

#### Staging Areas

- 2.19 Noise barrier fences at all staging areas/lay-down yards to have a wall assembly with an STC rating of 25 or more (determined under ASTM E90) and incorporate noise control curtains with an NRC rating of NRC 0.70 or greater (determined under ASTM C423).

**EXHIBIT F**  
**CLAIMS FORM**  
**[Attached]**

# Claim for Damages

Los Angeles County Metropolitan Transportation Authority  
 One Gateway Plaza, Mail Stop 99-3-1, Los Angeles, CA 90012-2932

Please type or print.

**CLAIMANT INFORMATION**

**FOR OFFICE USE ONLY**  
 Claim number & Receipt date

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name/Initial \_\_\_\_\_  
 Occupation \_\_\_\_\_ Social Security Number \_\_\_\_\_ Birth date \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City | State | Zip \_\_\_\_\_ Telephone Number \_\_\_\_\_

**IF CLAIMANT IS A MINOR: PARENT OR GUARDIAN INFORMATION**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name/Initial \_\_\_\_\_  
 Street Address \_\_\_\_\_  
 City | State | Zip \_\_\_\_\_ Telephone Number \_\_\_\_\_

**IF YOU HAVE AN ATTORNEY: ATTORNEY INFORMATION**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Name/Initial \_\_\_\_\_ Telephone Number \_\_\_\_\_  
 Street Address \_\_\_\_\_ City | State | Zip \_\_\_\_\_

**INCIDENT INFORMATION**

Please indicate if you were a Metro bus or Metro rail passenger:  Yes  No

1.  bus  rail  platform  parking lot  bus stop  terminal  other \_\_\_\_\_
2. Other than bus or rail car, vehicle description \_\_\_\_\_
3. Accident date \_\_\_\_\_ Time \_\_\_\_\_ Location \_\_\_\_\_
4. Direction \_\_\_\_\_ On which street \_\_\_\_\_ Cross-street \_\_\_\_\_
5. Speed \_\_\_\_\_ Weather \_\_\_\_\_ Bus or Rail Car # \_\_\_\_\_ Line # \_\_\_\_\_
6. Boarding point \_\_\_\_\_ Operator Name or Badge # \_\_\_\_\_

**OWNER OF PRIVATE VEHICLE PLEASE COMPLETE THIS SECTION:**

7. Name \_\_\_\_\_ Driver License # \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_ Vehicle: Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_  
 Insured?  Yes  No Vehicle Lic. # \_\_\_\_\_ Injured?  Yes  No Insurance Tel. # \_\_\_\_\_  
 Carrier \_\_\_\_\_ Policy # \_\_\_\_\_

CONTINUED

# Claim for Damages

Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza, Mail Stop 99-3-1, Los Angeles, CA 90012-2952

Please print or type.

OWNER OF PRIVATE VEHICLE PLEASE COMPLETE THIS SECTION (CONTINUED):

8. Describe what occurred (if necessary, you may add another page):

\_\_\_\_\_

9. What property damage or bodily injury do you claim? Give full extent of damage or injury claimed:

\_\_\_\_\_

10. The amount claimed if under \$10,000 as of the date of presentation together with the basis of computation thereof. Attach medical bills and/or repair estimates.

\_\_\_\_\_

11. Name(s) and address(es) of witness(es):

\_\_\_\_\_

12. Name(s) and address(es) of doctor(s):

\_\_\_\_\_

13. Dates of prior claims against the Los Angeles County Metropolitan Transportation Authority (METRO) or Southern California Rapid Transit District (RTD). If none, write "None".

\_\_\_\_\_

Signature of Claimant

Date

Claims arising after January 1, 1988 must be filed within 6 months from the date of accident. For Law governing filing of claim and statute of limitations as to filing action see Chapter 201 Statutes 1987 (Sec 900 ET SEQ Government Code). For your protection California Law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in State Prison. Added by Stats. 1989, c. 1119, S 3.

Please mail your claim to:  
Metro Board Secretary's Office - Legal Services  
One Gateway Plaza, 99-3-1, Los Angeles, CA 90012-2952



**Metro**

**EXHIBIT G**

**MAP SHOWING THE LOCATION OF PILE AND CAP BEAM INSTALLATION  
OCCURRING ON WEEKDAYS AND WEEKENDS**

**[Attached]**

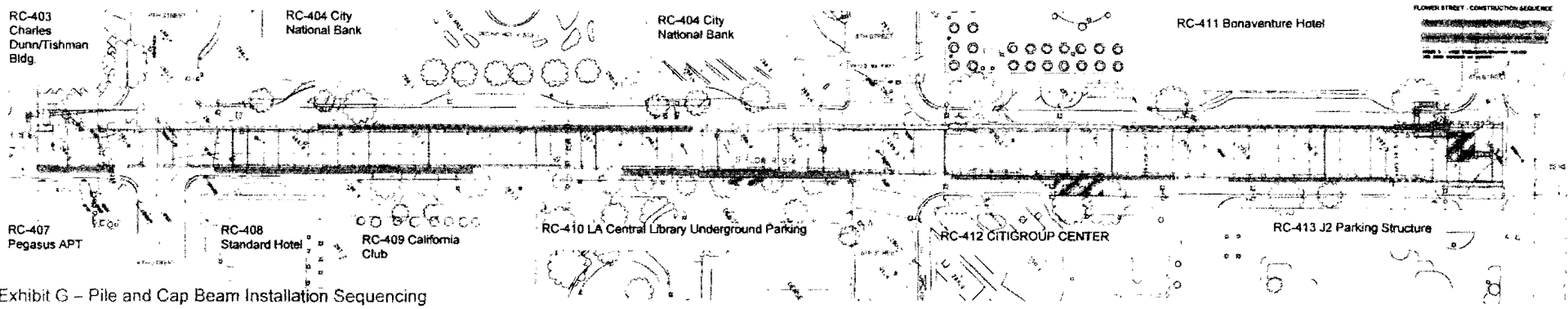


Exhibit G - Pile and Cap Beam Installation Sequencing

# Exhibit 8