

**FIRST AMENDMENT TO MASTER COOPERATIVE AGREEMENT**  
**BETWEEN**  
**STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION**  
**AND**  
**METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY**

This First Amendment ("First Amendment") to the Master Cooperative Agreement is made and entered into effective as of February 18, 2016, by and between STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, dba CALTRANS (the "State") and the METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY (the "Authority"), a public agency duly formed and existing under the laws of the State of California. Authority and State are referred to collectively as the "Parties" and each individually as a "Party."

**WHEREAS**, the Authority, formally known as the Pasadena Metro Blue Line Construction Authority, is a public entity created by the California State Legislature pursuant to Section 132400 of the Public Utilities Code for the exclusive purpose of completing the design and construction of the Metro Gold Line light rail system from Union Station in the City of Los Angeles to the City of Montclair.

**WHEREAS**, Phase I of the light rail extension is defined as the approximately 13.7 mile line from Union Station in the City of Los Angeles to Sierra Madre Villa Boulevard in the City of Pasadena ("Phase I"). Phase II of the extension is defined as the extension further east to the City of Montclair, an additional distance of approximately 24 miles ("Phase II"). Phase II will be constructed in two parts: Phase 2A is the extension between the City of Pasadena to the City of Azusa ("Phase 2A"), and Phase 2B is the extension between the City of Azusa and the City of Montclair ("Phase 2B");

**WHEREAS**, the Parties entered into that certain Master Cooperative Agreement for the Metro Gold Line - Phase II dated August 2, 2011 (the "Master Cooperative Agreement");

**WHEREAS**, the Parties agreed in the Master Cooperative Agreement that upon environmental clearance and identification of funding of Phase 2B, the Master Cooperative Agreement would be amended to include the Phase 2B portion of the Project located within State ROW;

**WHEREAS**, the Authority certified the FEIR for Phase 2B on March 6, 2013 by adoption of Resolution No. 2013-R-02; adopted an Addendum to that FEIR on May 28, 2014 by Resolution No. 2014-R-03; and adopted a Second Addendum on December 17, 2014 by Resolution No. 2014-R-07;

**WHEREAS**, the Authority has identified funding for Phase 2B as a ballot measure similar to Measure R that the Los Angeles County Metropolitan Transportation Authority (LACMTA) will take to voters in November 2016;

**WHEREAS**, the Parties desire to include Phase 2B in the Master Cooperative Agreement as set forth herein; and

**WHEREAS**, the Authority, in designing and constructing Phase 2B, has adopted the design/build method of project delivery, which was the method used by the Authority to complete Phase I and Phase 2A.

**NOW THEREFORE**, the Parties hereby agree as follows:

1. The defined terms herein, as identified by initial capitalization, shall have the meanings ascribed to them in the Master Cooperative Agreement, except as follows:
  - a. Design/Build Contract – means the documents that are used by the Authority to contract with a contractor to design, build, fabricate, install, and prepare for operations of the facilities and systems necessary to operate Phase 2A and/or Phase 2B of the Metro Gold Line.
  - b. Improvements – means all newly designed and/or constructed Facilities, within ROW, which are necessary as a result of Phase 2A and/or Phase 2B, including but not limited to Replacement Facilities.
  - c. Project – means the portion of the Metro Gold Line Phase 2A and Phase 2B located within State ROW.
2. A Project Study Report/Project Report (PSR/PR) for Phase 2B shall be prepared under STATE's guidance. The draft document shall then be submitted to STATE for review and comment. Upon addressing all STATE comments and concerns, STATE shall Approve the document.
3. General Conditions, Paragraph Three is hereby amended as follows:
  - a. "Warranties supplied by Design/Build Contractor shall be made for the benefit of both State, for Project work, and Authority. Additionally and again in connection solely with work performed by Authority or State in ROW, State or Authority each warrant to the other for a period of one (1) year from and after substantial completion of the work that any work directly performed by them shall be free from defect. This limited warranty is the sole warranty given by State and Authority, and, pursuant to this warranty, and for the warranty period only, State or Authority, as the case may be, shall remedy any such discovered defect at its

sole expense. Any such remedy will be commenced and completed, if reasonably feasible, within ten (10) Days after written notice to the warranting Party.”

4. General Conditions, Paragraph Five is hereby amended as follows:

a. “The Parties agree that the State was provided the opportunity to review and comment on the draft EIRs for Phase 2A and Phase 2B, and acknowledge that the following documents have been released and made final:

- The FEIR for Phase 2A, certified by the Authority on February 28, 2007 by adoption of Resolution No. 2007-R-01; an Addendum to that FEIR adopted on August 26, 2009 by Resolution No. 2009-R-02; a Second Addendum adopted on June 18, 2010 by Resolution No. 2010-R-02; and the Supplemental Environmental Impact Report certified on January 18, 2011 by adoption of Resolution No. 2011-R-01
- The FEIR for Phase 2B, certified by the Authority on March 6, 2013 by adoption of Resolution No. 2013-R-02; an Addendum to that FEIR adopted on May 28, 2014 by Resolution No. 2014-R-03; and a Second Addendum adopted on December 17, 2014 by Resolution No. 2014-R-07.”

5. General Conditions, Paragraph 12 is hereby amended to read as follows:

a. “The Authority shall provide for a Contractor Controlled Insurance Program (CCIP) or Owner Controlled Insurance Program (OCIP) for the Project and add State as an “additional insured” pursuant to the terms of the CCIP or OCIP.

- Workers' Compensation and Employers' Liability of \$1,000,000;
- Commercial General Liability, with a limit of \$2 million per occurrence;
- Railroad Protective Liability, as may be required by any railroad;
- Excess Liability, (a) for contracts with a value exceeding \$100 million, excess liability coverage shall be \$100 million in excess of the coverage described above for each occurrence and in the aggregate, (b) for contracts with a value below \$100 million, excess liability coverage shall be equal to or greater than the value of the contract in excess of the coverage described above for each occurrence and in the aggregate;
- Professional Liability, provides liability coverage for negligent acts, errors and omissions for all contractors and consultants and any sub-contractors

and sub-consultants providing professional services with limits of \$20 million per claim and in the aggregate; and

- Builder's Risk, (a) for contracts with a value exceeding \$100 million, builder's risk coverage shall be \$100 million insuring property in the course of construction of Project for direct physical loss, including flood & earthquake; and (b) for contracts with a value below \$100 million, builder's risk coverage shall be equal to or greater than the value of the contract insuring property in the course of construction of Project for direct physical loss, including flood & earthquake."

6. Notices sent to the Authority per General Conditions, Paragraph 18 shall be sent to the following "copy" addressee in lieu of Richards, Watson & Gershon:

- a. Nossaman LLP  
Attn: Alfred E. Smith II  
777 South Figueroa Street, 34th Floor  
Los Angeles, CA 90017  
Fax: (213) 612-7801

7. Exhibit A to the Master Cooperative Agreement has been replaced in its entirety by the attached Exhibit A.

8. Except as set forth in this First Amendment, the Master Cooperative Agreement remains in full force and effect.

**[SIGNATURE PAGE FOLLOWS]**

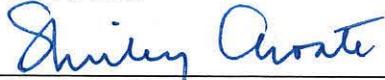
IN WITNESS WHEREOF, the State and the Authority have caused this instrument to be executed and delivered effective as of the day and year first above written.

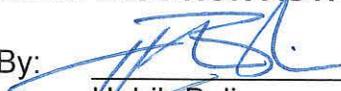
"STATE"

"AUTHORITY"

STATE OF CALIFORNIA,  
Department of Transportation  
dba CALTRANS

METRO GOLD LINE  
FOOTHILL EXTENSION  
CONSTRUCTION AUTHORITY

By:   
for Carrie L. Bowen  
District 07 Director

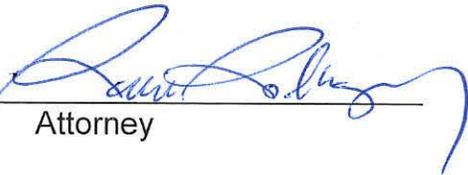
By:   
Habib Balian  
Chief Executive Officer

Date: 2

Date: 12 30 15

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM:

By:   
Attorney

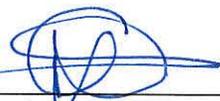
GENERAL COUNSEL  
By:   
Alfred E. Smith II

Date: 12/17/15

CERTIFIED AS TO FUNDS:

By:   
District Budget Manager

CERTIFIED AS TO FINANCIAL TERMS  
AND CONDITIONS:

By:   
Accounting Administrator

## Exhibit A PROJECT DESCRIPTION

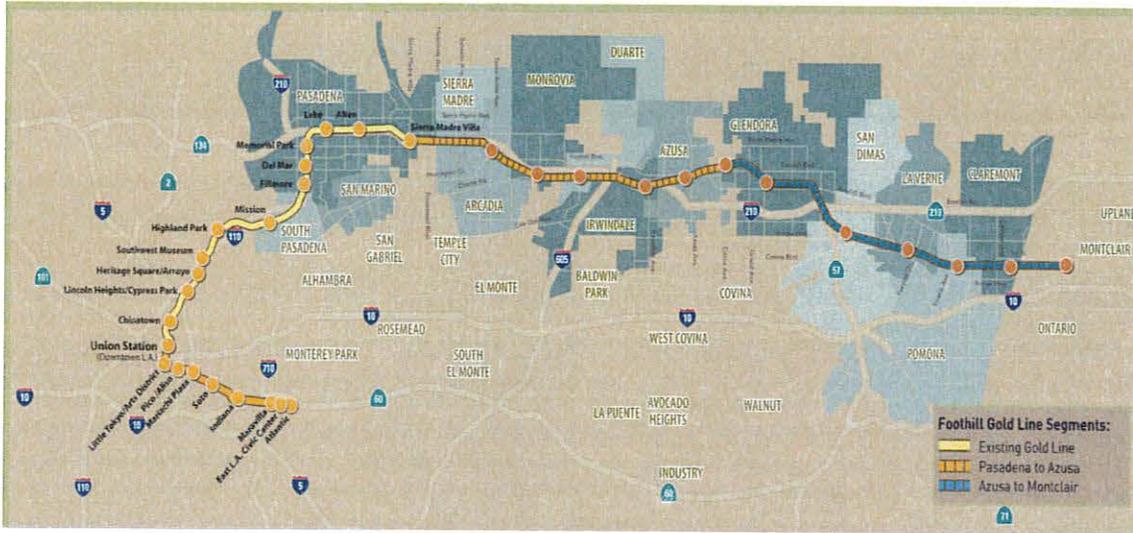


Figure 1 - Gold Line Foothill Extension Proposed Alignment

Phase 2A of the Project will provide a light rail transit service linking the cities of Pasadena, Arcadia, Monrovia, Duarte, Irwindale, and Azusa; this portion includes approximately 11.4 miles of double light rail main track. Phase 2B of the Project will provide a light rail transit service linking the cities of Glendora, San Dimas, La Verne, Pomona, Claremont, and Montclair; this portion includes approximately 12.3 miles of double light rail main track. Both phases of the Project include new bridges and/or improvements to existing bridges; retaining walls and sound walls; embankment improvements; track drainage and storm water improvements; 12 at-grade passenger stations; parking structures and surface parking lots; traction power supply substations (TPSS) and catenary system; light rail train control equipment; grade crossings and adjacent roadway improvements; station equipment; wayside equipment; communications equipment; approximately 14.2 miles of freight rail track, and associated sidings, relocation and improvements; freight track signaling system on the Pasadena Subdivision; approximately 1.9 miles of track relocation and passenger track signaling, including Positive Train Control (PTC) on the San Gabriel Subdivision; landscaping; and all related appurtenances, accessories, subsystems, documentation, procedures, spare parts, manuals, and special tools.

A general overview of the Project is provided below; items and scope may change as design progresses:

## PHASE 2A

### Sierra Madre Villa Station to Iconic Freeway Structure (IFS)

This section of the alignment begins at the existing Sierra Madre Villa Station and is approximately 2.3 miles. This portion of the alignment runs in the median of the I-210 freeway and passes over existing structures at Rosemead Boulevard, Michillinda Avenue and Baldwin Avenue.

This segment of the Project has no passenger stations.

### Iconic Freeway Structure (IFS)

This section of the alignment comprises the Iconic Freeway Structure (IFS) over the eastbound lanes of I-210 freeway and all associated highway (I-210), utility and traffic modifications/improvements.

This segment of the Project has no passenger stations.

### IFS to the Eastern end of the San Gabriel River Bridge

This section of the alignment is approximately 5.6 miles and runs mainly at-grade, with the exception of structures at Colorado Blvd, Santa Anita Ave, Huntington Drive, Santa Anita Wash, Alta Vista Wash, Sawpit Wash and San Gabriel River, and the 5th Avenue Pedestrian Undercrossing. This section of the alignment contains an existing, single track, freight alignment and existing sidings that will cease operation.

The alignment in this section includes gated, at-grade crossings at 1st Avenue and Santa Clara Street, Mayflower Avenue, Magnolia Avenue, Myrtle Avenue, California Avenue, Mountain Avenue, Buena Vista Street, and Highland Avenue.

There are three stations and an Operations and Maintenance facility in this segment of the Project: Arcadia, Monrovia and Duarte, which are more particularly described as follows:

#### Arcadia Station:

The Arcadia station is at-grade with side platforms and a standard two-canopy configuration. The station is located immediately southeast of the 1st Avenue and Santa Clara Street at-grade crossing. Access to the station is from the sidewalk at the intersection of 1st and Santa Clara via ramps. The ramps provide access to the station platforms for the patrons and must meet the latest requirements of ADA. An alternative

center platform station located northwest of the 1st and Santa Clara intersection (previously cleared in the 2007 FEIR) may be built in lieu of the side platform station identified above. Parking that accommodates approximately 270 cars will be provided near the station.

#### Monrovia Station:

The Monrovia station is at-grade with side platforms and a standard two-canopy configuration. The station is located approximately 500 feet west of the Myrtle Ave. at-grade crossing. Access to the station is from Myrtle Ave. via walkways and ramps. The ramps provide access to the station platforms for the patrons and must meet the latest requirements of ADA. Parking that accommodates approximately 350 cars will be provided near the station.

#### Duarte Station:

The Duarte station is at-grade with a center platform and a standard two-canopy configuration. The station is located approximately 500 feet west of the Highland Ave. at-grade crossing. Access to the station is from Highland Ave. to the west, and to the east from Duarte Rd. Walkways and ramps provide access to the station platform for the patrons and must meet the latest requirements of ADA. Parking that accommodates approximately 125 cars will be provided near the station.

#### Operations & Maintenance Facility:

The Project includes the construction of an Operations & Maintenance (O&M) Facility. The Facility will have capacity for the storage and maintenance of up to 100 light rail vehicles. The Facility will include a maintenance building, two service and inspection tracks, two heavy repair tracks, a wheel truing facility, a car wash, a cleaning platform, a blow down facility, body and paint shops, a 15,000 sq. ft. maintenance of way building and powered turnouts, with central yard and TWC control and all associated equipment.

#### Eastern end of the San Gabriel River Bridge to Azusa Citrus Station

This section of the alignment is approximately 3.3 miles and runs mainly at-grade, with the exception of bridge structures over the I-210 Freeway, Foothill Blvd, Palm Drive and Citrus Avenue. This section of the alignment contains an existing freight track that will remain in operation during and after construction of the Project. The existing freight track is to be re-aligned to the south of the LRT tracks in order to accommodate the new light rail alignment to the north.

The alignment in this section includes gated, at-grade crossings for freight and light rail tracks at Virginia Avenue, San Gabriel Blvd, Azusa Avenue, Dalton Avenue (subject to potential closure by the California Public Utilities Commission) and Pasadena Avenue. The existing at-grade crossing at Alameda Avenue is to be closed.

There are three stations in this segment of the Project: Irwindale, Azusa Alameda, and Azusa Citrus, which are more particularly described as follows:

**Irwindale Station:**

The Irwindale station is at-grade with side platforms and a standard single-canopy configuration. The station is located below and just east of the Irwindale Ave. overcrossing and is accessed via Montoya Street. Ramps provide access to the station platforms for the patrons and must meet the latest requirements of ADA. Parking that accommodates approximately 350 cars will be provided near the station.

**Azusa-Alameda Station:**

The Azusa-Alameda station is at-grade with center platform and a standard two-canopy configuration. The station is located at Alameda Ave, which is to be closed at the station. Access to the station is from Azusa Ave. via ramps. The ramps provide access to the station for the patrons and must meet the latest requirements of ADA. Parking that accommodates approximately 200 cars will be provided near the station.

**Azusa-Citrus Station:**

The Azusa-Citrus station is at-grade with a center platform and a standard single-canopy configuration. The station is located immediately west of the Citrus Ave. grade-separated crossing. Access to the station is from Citrus Ave. via a ramp or through a proposed Transit Mall west of the parking structure and south from Promenade Blvd. The ramps provide access to the station for the handicapped and must meet the latest requirements of ADA. Parking that accommodates approximately 200 cars will be provided near the station. This is the last station within the Phase 2A portion of the Project.

**PHASE 2B**

**Azusa-Citrus Station to Gladstone Avenue**

Beginning the Phase 2B portion of the Project, this section of the alignment is approximately 4.4 miles and runs mainly at-grade, including eight (8) at-grade crossings

at Barranca Avenue, Foothill Boulevard/Grand Avenue, Vermont Avenue, Glendora Avenue, Pasadena Avenue, Glenwood Avenue, Elwood Avenue, Loraine Avenue, and multiple stream/channel crossings. This segment will include new bridge structures at Grand Avenue, Route 66, San Dimas Wash, and flyover at Lone Hill Avenue, as well as the multiple overcrossings at I-210. This section of the alignment contains an existing single track freight alignment that must be relocated and remain active during and after construction of the Project. Existing drainage structures shall be replaced and/or supplemented to accommodate the two light rail tracks and one freight track. Work in this section includes interfacing with the existing operating Metro Gold Line (MGL) at the eastern end of the of the existing tail tracks east of Citrus Ave., overhead contact system (OCS), pole foundations, signaling and communication systems conduits and equipment. LRT universal crossovers (switches) shall be located west of Vermont Avenue and east of Loraine Avenue.

This segment of the Project has one center platform passenger station between Vermont Avenue and Glendora Avenue.

#### Glendora Station:

The Glendora station is at-grade with a center platform and a standard single-canopy configuration. The station is located just southeast of Vermont Avenue. Pedestrians would access the station via a pedestrian bridge from the parking structure south of the station. Parking that accommodates approximately 400-420 cars will be provided near the station.

#### Gladstone Avenue to Freight/Metrolink Tie-in

This section of the alignment is approximately 5.8 miles and runs mainly at-grade and includes thirteen (13) at-grade crossings at Gladstone Avenue, Eucla Avenue, Bonita Avenue/Cataract Avenue, Monte Vista Avenue, San Dimas Avenue, Walnut Avenue, San Dimas Canyon Road, Wheeler Avenue, A Street, D Street, E Street, White Avenue, Fulton Avenue, and multiple stream/channel crossings. Existing drainage structures shall be replaced and/or supplemented to accommodate the two light rail tracks and one freight track as well as the overcrossing of SR 57. This segment will include a new bridge structure over Garey Avenue and a flyover at Towne Avenue. LRT universal crossovers are be located east of Eucla Avenue and east of White Avenue. This section of the alignment contains an existing single track freight alignment and existing sidings that must be relocated and remain active during and after construction of the Project.

There are three stations in this segment of the Project: San Dimas, La Verne, and Pomona, which are more particularly described as follows:

#### San Dimas Station:

The San Dimas station is at-grade with a center platform, located between San Dimas Avenue and Walnut Ave. Access to the station is from San Dimas Ave. via a ramp or through the parking structure from Walnut Ave. Parking that accommodates approximately 450 cars will be provided near the station.

#### La Verne Station:

The La Verne station is at-grade with a center platform, located just east of E Street. Access to the station is west of the platform from E Street or east of the platform from the parking structure. Parking that accommodates approximately 600 cars will be provided near the station.

#### Pomona Station:

The Pomona station is at-grade with a center platform, located west of Garey and in close proximity to the existing Metrolink station. Parking that accommodates approximately 750 cars will be provided near the station. A pedestrian bridge over the BNSF freight and Metro Gold Line tracks would connect the parking garage and the Metro Gold Line and Metrolink platforms.

#### Freight/Metrolink Tie-in to Montclair

This section of the alignment is approximately 2.1 miles and runs mainly at-grade, including four (4) at-grade crossings at Cambridge Avenue, Indian Hill Boulevard, College Avenue, Claremont Boulevard, and multiple stream/channel crossings. A new bridge structure in Montclair will be required for a grade separation at Monte Vista Avenue. Existing drainage structures shall be replaced and/or supplemented to accommodate the two light rail tracks and two Metrolink tracks. This section of the alignment contains an existing dual track freight/passenger alignment that must be relocated and remain active during and after construction of the Project.

There are two stations in this segment of the Project: Claremont and Montclair, which are more particularly described as follows:

#### Claremont Station:

The Claremont station is at-grade with a side platform, located west of College Avenue, directly across from the historic ATSF depot. The existing Metrolink platforms at that

location would be relocated east of College Avenue, and the Metrolink tracks would be shifted south. Access to the station is from the historic depot plaza or from College Ave. Parking that accommodates approximately 1,260 cars will be provided near the station.

#### Montclair Station:

The Montclair station is at-grade with a center platform, located east of Monte Vista Avenue within the Montclair TransCenter, just north of the existing Metrolink station platforms. Access to the station is from both the west and east ends of the station. Parking that accommodates approximately 1,600 cars will be provided near the station.

A general overview of the Project Improvements within State ROW, as identified in the Caltrans approved Project Study Report – Project Report; items and scope may change as design progresses:

#### Phase 2A:

1. I-210 Freeway from Sierra Madre Villa Station to Michillinda Ave: Median barrier replacement on WB and EB I-210.
2. I-210 Freeway from Sierra Madre Villa Station to Iconic Freeway Structure UP: Drainage connections to existing Caltrans cross drains and/or other Caltrans drainage systems.
3. I-210 Freeway near Baldwin Ave: Conduit runs within Caltrans right of way feeding from a new traction power substation.
4. Chapman Underpass: Ballast, track work, dielectric mat installation, structure beam repair and seismic retrofit.
5. Michillinda Underpass: Ballast, track work, dielectric mat installation and seismic retrofit.
6. Baldwin Underpass: Ballast, track work, dielectric mat installation and seismic retrofit.
7. Iconic Freeway Structure Underpass: Construct new UP Bridge over EB I-210.
8. I-210/I-605 IC: Ballast, track work and service road under Caltrans bridges.
9. Irwindale Overhead: Ballast, track work over Irwindale OH.
10. Kincaid Underpass (I-210 East): Ballast, track work, dielectric mat installation, and seismic retrofit
11. Irwindale Ave and I-210 Eastbound Ramps: Re-stripe southbound Irwindale Ave to add one left turn lane.

Phase 2B:

1. SR-57 Overhead: Ballast, track work, and retaining walls.
2. I-210 Overhead: Ballast, track work, and retaining walls.
3. Montclair TransCenter: Ballast, track work, retaining walls, and modifications to parking facilities to accommodate center platform station and tail track.