

CITY OF LOS ANGELES

CALIFORNIA

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February 5, 2002

Mr. Roger Snoble
Chief Executive Officer
Los Angeles County
Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012-2932

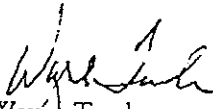
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CONSTRUCTION PROJECT MANAGEMENT
EXECUTIVE OFFICE

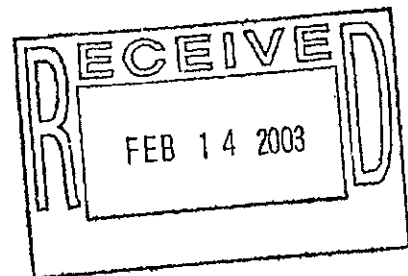
Subject: SIGNED MASTER COOPERATIVE AGREEMENT

Dear Mr. Snoble:

Attached is an executed copy of the Master Cooperative Agreement (MCA) for existing and future Design/Build Transit Projects between the City of Los Angeles and the MTA. The Mayor signed the MCA on December 18, 2002 and the City Clerk attested to it on January 21, 2003.

Sincerely,


Wayne Tanda
General Manager



C: Dennis Mori, MTA
John Higgins, MTA
Steve Carnavale, MTA
Amir Sedadi, Mayor's Office
Francine Oschin, CD 12
Shelley Smith, City Attorney
Maria Souza-Rountree, CLA
John Fisher, DOT
James Okazaki, DOT
Joe Kennedy, DOT

Attachment

C-104288

MASTER COOPERATIVE AGREEMENT
FOR THE DESIGN/BUILD METHOD OF PROJECT DELIVERY
FOR DESIGN AND CONSTRUCTION OF RAIL AND BUSWAY TRANSIT PROJECTS

CITY OF LOS ANGELES

AND THE

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION

AUTHORITY

DATED: 1-21-03

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LIST OF EXHIBITS:

- A Draft Special Permitting Process for SFV BRT
- B City Standards
- C Engineering Process for Design/Build Projects

MASTER COOPERATIVE AGREEMENT
FOR THE DESIGN/BUILD METHOD OF PROJECT DELIVERY FOR
DESIGN AND CONSTRUCTION OF RAIL AND BUSWAY TRANSIT PROJECTS
BETWEEN
THE CITY OF LOS ANGELES
AND
THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY

THIS AGREEMENT, dated _____, 2002 is made by and between the Los Angeles County Metropolitan Transportation Authority ("MTA"), successor in interest to the Los Angeles County Transportation Commission ("LACTC"), and the City of Los Angeles ("City"). As used in this Agreement, terms identified by initial capital letters shall have the meanings set forth in Article 1, or as elsewhere provided in this Agreement.

RECITALS

A. MTA is a public entity created by the California State Legislature pursuant to PUC section 130050.2 et.sq. for many purposes including, but not limited to, the design, construction, and operation of rail and bus transit systems and other transportation facilities in Los Angeles County.

B. MTA proposes to utilize the Design/Build method of project-delivery to design and construct facilities necessary and convenient for various rail transit systems and busway transit systems, which systems will serve, and portions of its facilities will pass in, on, under, over or along public streets, highways, bridges, parks and other public Right-of-Way of, various municipal jurisdictions, including the City of Los Angeles, California. MTA's proposed projects at this time include, without limitation, the following:

- The Metro Eastside Light Rail Transit Project (the "Eastside LRT Project"), which is defined as an approximately 6 mile light rail line currently proposed to traverse portions of the City of Los Angeles and unincorporated areas of the County of Los Angeles, between Union Station and Pomona Boulevard/Woods Street.
- The San Fernando Valley East-West Transit Corridor (the "SFV BRT Project"), which is defined as an approximately 14 mile Bus Rapid Transit line currently proposed to traverse portions of the City of Los Angeles between North Hollywood and Warner Center.

- The Wilshire Corridor Bus Rapid Transit Project (the "Wilshire BRT Project"), which is defined as an approximately 14 mile Bus Rapid Transit line currently proposed to run along Wilshire Boulevard in portions of the Cities of Los Angeles, Santa Monica and Beverly Hills, and in unincorporated areas of the County of Los Angeles, between Western Avenue and a terminus located in the City of Santa Monica.
- The Exposition Corridor Light Rail Transit Project (the "Expo LRT Project"), which is defined as an approximately 9 mile light rail line currently proposed to traverse the City of Los Angeles, extending southward from Downtown Los Angeles to Exposition Park, and then westward along Exposition Boulevard to Venice Boulevard/Robertson Boulevard.
- MTA historically has used the "Design/Bid/Build" method of project delivery for its rail transit projects. However, MTA anticipates adopting the "Design/Build" method of project delivery for the at-grade and grade separated portions of the Eastside LRT Project and for the SFV BRT Project, and may elect to utilize Design/Build for other projects in the future. The adoption of Design/Build will require numerous changes in MTA's approach to those of its projects, which are delivered in whole or in part on a Design/Build basis.

C. From time to time the construction, reconstruction or improvement of MTA's rail transit systems and busway transit systems (including but not limited to those described in Recital B above) will require the Rearrangement of all or portions of certain City Facilities. The Parties desire to cooperate to the end that such Rearrangements be consistent with City requirements and that when Rearrangements are required, both parties mutually agree on scope of Rearrangements prior to system design, including, but not limited to required improvements, project financing, design work, and betterments. The Parties desire to cooperate to the end that such Rearrangements be held to comply with City of Los Angeles requirements and standards in effect at the issuance of the Design/Build RFP. Such requirements may be revised if the Design/Build RFP is not awarded within one (1) year of the initial issuance

D. City and MTA (as successor in interest to the LACTC) are parties to that certain Master Cooperative Agreement for the Design and Construction of Rail Transit Projects dated September 26, 1991 (the "Original Agreement") which, among other things, establishes procedures for the Rearrangement of City Facilities affected by rail transit systems constructed within City Rights-of-Way by MTA utilizing the Design/Bid/Build method of project delivery.

The Parties desire to 1) continue use of the Original Agreement for the MTA Rail Transit projects utilizing the Design/Bid/Build method of project delivery. 2) to develop this second Master Cooperative Agreement to accommodate the Design/Build method of project delivery for the design and construction of Rail and Busway Transit projects.

E. NOW, THEREFORE, in consideration of the covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, City and MTA agree to add a second agreement for Design/Build methodology of project delivery, as follows:

Article 1
General Provisions

1.1 Scope of Agreement

1.1.1. This Agreement addresses the four Transit Projects described in Recital B above as well as any other MTA projects, which meet the definition of "Transit Project" set forth in Section 1.3.47 below. Among other things, this Agreement specifies (a) the procedures which MTA and City will follow in identifying, planning, designing and effecting Rearrangements of City Facilities in order for MTA to Design and Construct Transit Projects within the City, and (b) the manner in which City and MTA will be reimbursed, when applicable, for their respective Costs of such activities. Both MTA and City agree that each agency will cooperate and coordinate with the other in all activities covered by this Agreement and any supplemental agreements hereto. Further, City agrees to assist MTA by providing engineering, technical, analytical, and administrative support services with respect to building and safety, landscaping, transportation, civil engineering, illuminating engineering, public works inspection, fire/life safety, police protection and other areas deemed necessary by the City and MTA to successfully implement construction of the projects within the terms provided herein. Finally, City agrees to designate MTA's Transit Projects as high priority public works projects under the Special Permitting Process (SPP), to provide MTA with expedited review and approval procedures in connection with design, design reviews, permitting, property acquisition, and other authority to be exercised by the City for MTA's Transit Projects.

1.1.2. The terms and conditions of this Agreement shall not be applicable to the rights and obligations of the City Department of Water and Power ("DWP") or of MTA in relation to DWP, with respect to MTA's Transit Projects.

1.1.3 The terms and conditions of this Agreement shall not negate or otherwise modify the terms and conditions of any existing easements, licenses or other use and/or occupancy agreements between City and any former owner of real property now or hereafter owned by MTA, and to which MTA has become or hereafter becomes a successor either by assignment or by operation of law.

1.2 Duration of Agreement

The initial term of this Agreement (the "Initial Term") shall commence on the Effective Date and shall terminate on December 31, 2015. This Agreement shall automatically be renewed for one year terms commencing on the day following the last day of the Initial Term and on each subsequent anniversary of such day, unless either Party provides written notice of termination to the other no later than sixty (60) working days prior to the end of any term (including the Initial Term). In the event this Agreement is terminated prior to the completion of all Project construction within the City of Los Angeles, such construction shall thereafter be subject to the City's usual and customary permitting procedures and processes applicable to other contractors.

1.3 Definitions

For the purpose of this Agreement, the following terms shall have the meanings set forth below:

1.3.1. Abandonment is defined as the permanent termination of service or removal of an existing City Facility or portion thereof, and, if the City Facility or portion thereof is not being removed from its existing location, the work necessary to safely permit such City Facility to remain in place in accordance with applicable law and /or City of Los Angeles standards.

1.3.2. Betterment is defined as an upgrade to an existing facility, Replacement Facility, or component thereof, requested by City, after Design Freeze, and agreed to by MTA (whether constructed by MTA or by City or by their respective contractors), which will increase or upgrade the service capacity, capability, appearance, efficiency or function of such Replacement Facility over that which was provided by the corresponding Conflicting Facility ("upgrade"). The term "Betterment" shall include any upgrade, which MTA agrees, may be incorporated into the Design or Construction of a Rearrangement, in order to conform to revisions or additions to City Standards, which MTA is not required to accept pursuant to Section 2.5.1. The term "Betterment" shall also include any upgrade to a Conflicting Facility included in a rearrangement, which upgrade is requested by the City and agreed to by MTA, and which are not otherwise excluded from the definition of Betterment as set forth above. Betterments shall be entirely financed at the expense of the City. However, the following shall not be considered Betterments:

(a) An upgrade, which the Parties mutually agree, will be of direct and principal benefit to the Construction or operation of a Transit Project.

(b) An upgrade resulting from Design or Construction in accordance with the applicable City Standards and ordinances as set forth in Section 2.5.

(c) Measures to mitigate environmental impacts identified in the Transit Project's Final Environmental Impact Report or Statement and any supplemental environmental reports.

(d) Replacement of devices or materials no longer regularly manufactured with the next highest grade or size.

(e) A replacement or rearrangement that is the consequence of changes made by the MTA or its Design/Build contractors after the Design Freeze.

1.3.3. Busway – Bus Transit Facility, which could consist of;

(a) Separated facilities

(b) Mixed Flow facilities

1.3.4. Busway Project is defined as those busway systems of MTA, which are adopted for Construction for the public transportation of passengers, as well as any existing busway systems of MTA where the context so requires. "Busway Project" may refer to any one of the busways, and any portion or section thereof, as the context may require.

1.3.5. City is defined as the City of Los Angeles, California, including, but not limited to, its officers, boards, departments, bureaus, staff and agents, except that separate agreements shall be executed with the Department of Water and Power.

1.3.6. City Comment Due Date is defined as 20 working days from receipt of documents for Design Review.

1.3.7. City Facility is defined as real or personal property located within or near to the route of a Transit Project, such as structures, improvements, and other properties, which is under the ownership or operating jurisdiction of City, and shall include, but not be limited to, public streets, highways, bridges, retaining walls, alleys, storm drains, sanitary sewers, survey monuments, parking lots, parks, public landscaping and trees, traffic control devices, lighting equipment, and public police and fire alarm systems.

1.3.8. City Project is defined as the construction by, or at the direction of MTA or the City of a new facility, other than as the result of a Rearrangement.

1.3.9. City Representative is defined as the person(s), or the person(s) holding the specified position(s), designated by City pursuant to Section 1.4.1

1.3.10. City Rights-of-Way is defined as public streets and public easements as per Section 62.00 of the Los Angeles Municipal Code (LAMC).

1.3.11. City Standards: To ensure that the work performed within the Public Right-of-Way meets the expectation of both MTA and the City, and ensure that the Project meets the requirements of the current Project scope, MTA and its consultants, will utilize the latest editions of the City's design standards and ordinances in effect at issuance of the Design/Build RFP for the design of all Rearrangements, including but not limited to; the Standard Specifications for Public Works Construction ("SSPWC") as adopted by the Board of public Works, as modified by the corresponding issue of Standard plan S-610 and Special Provisions; (b) Standard Plan S-470.0; (c) Bureau of Street Lighting Special Specifications; and, (d) the Special Provisions and Standard Drawings for the Installation and Modification of Traffic Signals, including amendments, (e) the Manual of Uniform Traffic Control Devices, (f) the State of California Traffic Manual, (g) the State of California Standard Plans, (h) the Work Area Traffic Control Handbook, (i) the LADOT Worksite Traffic Control Plans (S-488.0), and those Standards and Manuals as Specified in Bureau of Engineering Technical Document Web Site.

1.3.12. Conflicting Facility is defined as an existing City Facility, which City and MTA determine is so situated as to require Rearrangement in order to construct or operate a Transit Project without adversely impacting the maintenance of that City Facility, and either;

i) Runs parallel to the tracks will be at or rearranged to a location away from the Rail Right-of-Way to allow for placement of shoring at a minimum of 9' horizontal distance from the outside rail to the edge of shoring closest to the rail.

ii) Crosses the tracks, which shall be encased with type 5 bedding 10' from the outside rail on both sides and under the trackway unless otherwise demonstrated that no adverse impacts to the existing facilities will occur due to track placement and both parties agree.

If such Conflicting Facilities are not rearranged or encased per (i) or (ii), and remain in the transit envelope, MTA shall pay all City maintenance costs and fees associated with the facility until the Conflicting Facility is relocated in accordance with Article 4 and per (i) and (ii) above. The parties may mutually agree not to rearrange a facility that falls under the above criteria. If such an agreement is made, MTA will not be subject to pay for City maintenance costs and fees for the facility.

1.3.13. Construction is defined as work of removal, demolition, replacement, restoration, alteration, realignment, building, fabrication, landscaping, supporting or relocation, of all new facilities to be constructed, systems, and equipment to be procured and installed that are necessary to operate and maintain the Project.

1.3.14. Cost is defined as all eligible direct and indirect costs as further defined in Article 8 for costs incurred by City, and in Article 9 for costs incurred by MTA.

1.3.15. County is defined as the County of Los Angeles, California.

1.3.16. Design is defined as that engineering and architectural, and other submittals and the resulting maps, plans, drawings, computer software, estimates, specifications and special provisions, which are necessary for the elimination of conflicts, construction of the Rearrangements and Replacement Facilities, providing protection for the existing facilities and/or Transit Projects under the terms of this Agreement.

1.3.17. Design/Build ("D/B") is defined as the method of project delivery in which MTA engages a Design/Build Contractor to both furnish the Final Design of and Construct a project.

1.3.18. Design/Build Contract is defined as the documents that are used by MTA to contract with a contractor to design, build, fabricate, install, and prepare for operations the facilities and systems necessary to operate the Project as specified in the documents, and to demonstrate the operability of the Project through the period of pre-revenue operations.

1.3.19. Design/Build Contractor ("D/B Contractor") is defined as a single entity or joint venture, which is engaged by MTA to complete the Design of and to construct a project pursuant to a Design/Build procurement.

1.3.20. Design Development is defined as the phase of the Design process, which validates schematic design concepts and system criteria and develops a clear indication of design solutions for requirements outlined in the Preliminary Engineering Design phase. At the completion of Design Development, major features of the architectural, structural Design and

third party interfaces have advanced in conjunction with performance specifications, thereby providing the basis for Final Design. This is further defined in Attachment 'C'.

1.3.21. Design Freeze is the point when design is frozen for the purpose of procuring the Design/Build contractor who will complete design and construct the project. This is further defined in Attachment 'C'.

1.3.22. Design Review is defined as the process of critical evaluation of plans and specifications by the MTA, the City, and others as specified by MTA that are developed by consultants and/or the Design/Build Contractor which are necessary for the construction of the Project. Design Reviews shall be conducted at three critical time frames, which are defined as the Basis for Design/Build Contracting, the Preliminary, the Pre-Final and Final Design. This process will be defined for each project. Construction shall not begin until the City approves the Final Design submittal for work within City Right of Way or affecting City Facilities.

1.3.23. Eastside LRT Project is defined with the meaning set forth in Recital B of this Agreement.

1.3.24. Effective Date is defined as the date on which this Agreement has been approved by City's Council, Mayor, and MTA's Board and has been fully executed on behalf of both MTA and City, whichever comes later.

1.3.25. Expired Service Life Value is defined with the meaning set forth in Section 9.

1.3.26. Expo LRT Project is defined with the meaning set forth in Recital B of this Agreement.

1.3.27. Final Design is defined as the phase of the Design process, which provides the detailed design and technical specifications for all temporary and permanent project facilities. This phase addresses and resolves all Design review comments, construction issues, and third party comments and finalizes all engineering, architectural, and systems of such phase of the Design process necessary for complete construction documents. The detailed Final Design may be furnished either by a D/B Contractor or by the MTA's design consultant. MTA shall review all submittals prior to submitting to City of Los Angeles to ensure they are complete and have addressed any prior comments by the City. Following review and comments the contractor will make the necessary changes and sign and seal as "Engineer of Record".

1.3.28. Initial Term is defined with the meaning set forth in Section 1.2 of this Agreement.

1.3.29. MTA is defined as the Los Angeles County Metropolitan Transportation Authority.

1.3.30. MTA Fiscal Year shall mean each one-year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.

1.3.31. MTA Representative is defined as the person, or the person holding the specified position, designated by MTA pursuant to Section 1.4.2.

1.3.32. Partial Design Submittal is defined as follows:

- (a) Partial Design Submittal by MTA, its consultants, or its Design/Build contractors to the City, shall be a complete segment or segments of a Project Design Submittal containing work related to all City Facilities within the area, to be reconstructed or rearranged. This will be submitted to the City, for review and approval, prior to submittal of a fully integrated Project Design to the City, for review and approval, as set forth in Section 2.1.3 of this Agreement.
- (b) On all Partial Design Submittals limits of work shall be referenced with stationing and shall reference the plan sheets of each adjacent Partial Design Submittal segment.
- (c) Each complete segment shall include but not be limited to all proposed reconstruction and rearrangements for Streets, Sanitary Sewer, Storm Drain, Traffic Control, Striping, Traffic Signalization, Street Lighting, and composite Utility Relocation plans.

1.3.33. Original Agreement is defined with the meaning set forth in Recital D.

1.3.34. Parties are defined as MTA and City collectively, and a "Party" is defined as each of MTA and City individually.

1.3.35. Pre-final submittal is the Design/Builder submittal of the completed design drawings, specifications, and pertinent documentation for review, comment, and approval by MTA and the City. Submittals may be in the form of segments, or portions of the Project. This is further defined in Exhibit 'C'.

1.3.36. Preliminary Engineering (PE) Design is defined as the phase of the Design process which takes a project from a conceptual state to a level of project Design definition that describes the project technical and architectural approach in order to address environmental and community impacts, interfaces with utilities and existing infrastructure/facilities, operational characteristics, an estimate of project costs and a project execution schedule. The Preliminary Engineering Design phase is initiated concurrent with or at the conclusion of the Draft Environmental Impact Statement and Draft Environmental Impact Report and after the selection of the locally preferred alignment. It may also reflect mitigations committed to by the MTA but not yet included in the DEIS/DEIR.

1.3.37. Rail Project is defined as those rail transit ways of MTA, which are adopted for Construction for the public transportation of passengers, as well as existing rail transitways of MTA where the context so requires. "Rail Project" may refer to any one of the transitways, and any portion or section thereof, as the context may require.

1.3.38. Rearrangement is defined as the work of removal, replacement, restoration, alteration, reconstruction, support or relocation of a Conflicting Facility or portion thereof, whether permanent or temporary, which MTA and the City determine must be rearranged in

order to design, build, and/or operate the project. It is also used for the work of installing new and required City infrastructure due to the impact of the Transit Project construction.

1.3.39. Replacement Facility is defined as a facility, which may be constructed or provided under the terms of this Agreement as a consequence of the Rearrangement of a Conflicting Facility or portion thereof, and which meets applicable City Standards as set forth herein.

1.3.40. SFV BRT Project is defined with the meaning set forth in Recital B of this Agreement.

1.3.41. Special Permitting Process ("SPP") is defined as that certain "MTA Rail and Busway Transit Projects - Special Permitting Process and Waiver of Certain Permit Fees. A draft version is attached here to as Exhibit " A "

1.3.42. SPP Notification Matrix is defined as that certain "MTA Transit Projects, City of Los Angeles, Notification Matrix" attached to the Special Permitting Process, identifying, and providing telephone numbers for those individuals or departments to which MTA and its contractors should provide notices as required. This matrix is provided to assist MTA in the coordination work.

1.3.43. Street Lighting System is defined as a complete lighting system to illuminate City, bus and rail rights-of-way, including, but not limited to, public roadways, detour roadways, sidewalks, detour sidewalks, bridges, underpasses, overpasses, walkways and other public improvements to meet applicable City Standards as set forth herein. Street Lighting System components include, but are not limited to, poles, foundations, luminaries, lamps, pull boxes, conduit, wires, service points and other related equipment.

1.3.44. Subject Transit Project is defined, when referenced in connection with a particular Rearrangement, as the Transit Project which necessitates such Rearrangement; provided, however, that if MTA enters into more than one D/B contract or construction contract for a particular Transit Project, then where the context so requires, the term "Subject Transit Project" shall refer to that portion of such Transit Project which is being constructed by a particular contractor and which necessitates such Rearrangement.

1.3.45. Substitute Facility is defined as a facility, which is equal, in terms of service and/or capacity, to the corresponding Conflicting Facility that requires Rearrangement and which meets applicable City Standards as set forth herein and has similar design.

1.3.46. Temporary Facility is defined as a facility constructed for the purpose of ensuring continued service while a Conflicting Facility is taken out of full or partial service while it undergoes its permanent Rearrangement and/or any work on a City Facility to accommodate the construction of a Transit Project, but which will be removed or restored to its original condition after such construction activities are completed.

1.3.47. Traffic Management Plan is defined as a plan that addresses traffic control requirements in Construction areas through a worksite Traffic Control Plan ("WTCP"), and along detour routes through a Traffic Circulation Plan ("TCP"). A WTCP is a site-specific

Design for temporary traffic control and diversion of vehicular and pedestrian traffic through or adjacent to a work area, incorporating base conditions, temporary conditions, construction impact areas, and all temporary/permanent traffic controls and advisory signage. On a larger scale, a TCP addresses operation along an alternate route which bypasses a work area, or multiple intersections affected by concurrent Construction, by means of striping, signing, signals, delineators, barricades, warning lights or other traffic control devices. The operation of a Traffic Management Plan is affected by Construction phasing plans and Construction schedules and shall be consistent with the requirements of the contractor, furnished by LADOT.

1.3.48. Transit Projects are defined as Rail Projects and Busway Projects collectively, and a "Transit Project" is defined as an individual Rail Project or a Busway Project, as the context may require. The Transit Projects include, but are not limited to, the MTA projects described in Recital B. Where the context so requires, "Transit Project" refers to the Design and Construction undertaken by or at the direction of MTA in order to create a new Rail Project or Busway Project, or in order to reconstruct, alter, or extend an existing Rail Project or Busway Project.

1.3.49. Transit Project Facility is defined as a facility under the ownership or operating jurisdiction of MTA, which is a component of a Transit Project.

1.3.50. Transit Project Right-of-Way is defined as (a) real property owned or controlled by MTA and used (or proposed to be used) for Transit Project purposes, and (b) those portions of public streets or rights-of-way on which are located (or proposed to be located) Transit Project Facilities or which are otherwise used and maintained (or proposed to be used and maintained) by MTA for Transit Project purposes.

1.3.51. Wilshire BRT Project is defined with the meaning set forth in Recital B of this Agreement.

1.3.52. Work Order is defined as that document which MTA shall issue to each appropriate City department, bureau, division or other constituent entity authorizing funding for a defined scope for performance of Design, Design review, inspection, Construction, and/or supply of materials and equipment under the terms and conditions of this Agreement, which will become effective with City acceptance by signing off on the Work Order.

1.3.53. Working Days is defined as any calendar day excluding Saturdays, Sundays and those legal holidays identified in Los Angeles Administrative Code, Article 9, Section 4.119.

1.4. City Representative and MTA Representative

1.4.1. City Representative. For each Transit Project, City shall designate as the City Representative the LADOT General Manager or his/her designee, to act as the City Representative for such Transit Project. A single individual may be the City Representative for one or more Transit Projects, depending on the requirements of the Transit Project(s) to which he or she is assigned. The City Representative(s) shall be dedicated to their assigned Transit Project(s) to assist the MTA in the delivery of such Transit Project(s) and each component thereof in a timely manner. The City Representative(s) will have the responsibility (i) to manage and coordinate interaction of City with the MTA, (ii) to produce the necessary work documents

and reports, Cost and Work Order status, and (iii) to undertake reviews and make approvals as required by this Agreement.

1.4.2. MTA Representative. For each Transit Project, the Chief Executive Officer of MTA shall designate a person, or the holder of a specified office or position, to act as the MTA Representative for such Transit Project. At MTA's option, a single individual may serve as the MTA Representative for any number of Transit Projects. The MTA Representative will have the responsibility to manage and coordinate MTA interaction with City, and to cause production of the necessary Design and Construction documents for City review and/or approvals as called for under this Agreement, to issue Work Orders, and to undertake reviews and make approvals as required by this Agreement. MTA may change its designated MTA Representative by providing ten(10) Working Days prior written notification to City.

Article 2

Design

2.1 Coordination

The MTA Representative and the City Representative shall establish general guidelines, working relationships, administrative policies, standards of design and construction, approval procedures with respect to Design Review, and coordination of Construction, right-of-way acquisition and Rearrangement of City Facilities pursuant to this Agreement in order to permit the timely design, construction and operation of Transit Projects. All such guidelines, relationships, policies, procedures and coordination shall be considered part of this Agreement. MTA shall consult with the City Representative in establishing the schedule for Design of Rearrangements; however, the schedule shall be consistent with MTA's Construction schedule for each Transit Project, as determined by MTA, and as deemed reasonable by the City. Preliminary Engineering through final design by the Design/Build contractor is presented in Exhibit "C".

2.1.2 Certain components of the Transit Project Construction will require interruption of some City services. Based upon an approved plan, City hereby consents to necessary scheduled interruption of service, deemed necessary by MTA, and mutually agreed to by the City; however, MTA shall provide prior notice in accordance with the SPP Notification Matrix before City services are interrupted. MTA will notify affected parties Residents, businesses, Council office, and other elected officials in advance of scheduled interruptions and will cooperate with City to minimize interruption of City service and resulting disruptions. Where the City determines that Temporary Facilities are necessary and appropriate, MTA shall provide such Temporary Facilities.

2.1.3 City recognizes that time is of the essence for all Transit Projects, and that certain portions of Design/Build Transit Projects may involve Partial Design Submittals to facilitate early Construction of complete segments of a project prior to completion and approval of a completely integrated Final Design for the entire project. Each Partial Design Submittal will

identify the particular segment by station reference and cross reference all adjoining segments to be submitted for City's review and approval for early construction. City agrees to review Partial Design Submittals and, when submittal is satisfactory to the City, to approve for early construction (subject to Section 2.1.4 and to the timing and other requirements of this Agreement) all such Partial Design Submittals in order to facilitate such early Construction. City's comments on Partial Design Submittals shall identify any aspects of the identified segments, which do not conform to applicable City Standards, based on the information provided. Construction components identified by the City, which do not conform to City Standards, Requirements, or Ordinances shall not proceed to early construction.

2.1.4. The Parties recognize that City approval of Partial Design Submittals might result in Design or Construction of City facilities that are non-conforming to applicable City Standards. MTA shall be responsible for correction of all such non-conforming Design and/or Construction so long as (i) requested by City in connection with a written nonconformance notice submitted to MTA staff within two (2) working days, (ii) requested by the City in connection with final design approval of an entire Facility in order to conform that Facility to applicable City Standards and (iii) correction is necessary to prevent public health and/or safety risk.

2.2 Design of Rearrangements Performed by MTA, Its Consultants and Contractors

Unless otherwise mutually agreed, MTA (or its consultants and/or contractors) shall Design all Rearrangements including Betterments thereto. For design of Betterments, MTA must secure City's approval in advance. For the Design of any specific Rearrangements, which will be performed by MTA (or its consultants and/or contractors), MTA shall issue Work Orders for City to review plans and specifications as required, and the following procedures shall govern.

2.2.1 Coordination of Design and the development of the Design plans and specifications shall be accomplished by the MTA Representative (who shall confer from time to time with the City Representative), except to the extent that responsibility for same has been delegated to MTA's consultants and/or contractors.

2.2.2 The Parties will develop a mutually agreeable process and schedule and electronic format for submittal of plans and specifications for each reconstruction and Rearrangement of City Facilities at the Preliminary Engineering, Design Development and Final Design stages and for City review and approval or comment regarding same, consistent with the requirements of this Agreement:

(a) Within seven (7) working days after receipt of a Design submittal for a Rearrangement, (i) City shall inform MTA whether the plans and specifications are sufficiently complete for City review purposes, and (ii) if not sufficiently complete, City shall so notify MTA, or shall return the plans and specifications to MTA together with an identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies. If no such notice or return is received by MTA within such seven (7) working days, the plans and specifications shall be deemed complete and acceptable for review purposes.

(b) Within twenty (20) working days after receipt of each submittal, City shall review and approve the plans and specifications or transmit its comments in the form of a

comment matrix and annotated plans (as appropriate) to MTA. If no comments are received within such period, the submittal shall be deemed complete and satisfactory to, and approved by, City. Before the 20 working days review period ends, the City and MTA may agree to an extension of the review period, should the workload or lack of sufficient information for review justify the extension. MTA will ensure that City comments are resolved prior to resubmittal. The next submittal will include the comment matrix confirming resolution of City comments.

2.2.3 MTA, its consultants, and its contractors, are responsible for errors and omissions in the plans, specifications, submittals, and all other related contract documents. City agrees that during the Final Design stage, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes thereto agreed to by City and MTA. City's approval of the Final Design for any Rearrangement will not be withheld if the submittal is consistent with (a) the most recent previous submittal for such Rearrangement, modified as appropriate to respond to City comments on such submittal (other than any such comments which are disallowed pursuant to the preceding sentence) and to reflect any subsequent changes agreed to by City and MTA, or (b) earlier submittals for such Rearrangement which have been approved (or deemed complete and approved) by City. However, subject to the first sentence of this Section 2.3.3. City shall have the right to make new comments on any material changes in Design from previous submittals.

2.3 Design of Rearrangements Performed by City

If MTA and City mutually agree that City (or its consultants and/or contractors) shall Design a specific Rearrangement, MTA shall issue a Work Order to City, upon receipt of which City shall proceed to perform the Design of such Rearrangement, and the activities referred to in the following subsections:

2.3.1. City shall perform its Design work in conformance with MTA's Design schedule and shall coordinate throughout Design with MTA to develop plans satisfactory to both MTA and City for each Rearrangement. The schedule for City's completion of design, coordination requirements, review procedures, and related provisions shall be mutually agreed to and included as attachments to the Work Order, which shall also include the not-to-exceed cost of completing the Design of the specific Rearrangement and agreed upon scope. Betterments shall be addressed in accordance with Section 2.4.

2.3.2. City shall submit a set of the completed Design plans and specifications, including City's estimate of the cost of Construction (less applicable credits in accordance with Article 9) and City's estimate for the time needed to perform the required Rearrangement work, to MTA for its review and approval. Unless otherwise expressly provided for herein, City may not change the approved plans during the progress of Construction, except with prior written concurrence of MTA. This shall not apply to unapproved proposed plans. MTA's review and approval of any Design furnished by City, its consultants or contractors shall be solely for purposes of assessing compatibility of the Replacement Facilities with the Transit Project, coordination with MTA's work on the Transit Project, and Cost issues. MTA will review the Design plans and specifications for their compatibility with the overall design.

2.3.3. City shall be responsible for errors and omissions for any new plans and/or specifications prepared by City, its consultants or contractors.

2.4 Betterments

2.4.1. As soon as possible, preferably during the Preliminary Engineering Design phase but in any event no later than the Final City Comment Due Date for each Rearrangement, City shall inform MTA what Betterments, if any, City desires so that MTA can review the Betterments and determine whether they satisfy the requirements set forth in Section 2.4.2. Each Design furnished by City shall specifically identify any Betterments included in such Design.

2.4.2. It is understood and agreed that MTA will not pay for or bear the Cost of any Betterment, and that no Betterment may be performed in connection with any Rearrangement (whether Designed or Constructed by City or by MTA) which is incompatible with a Transit Project or which cannot be performed within the constraints of applicable law, any applicable governmental approvals and/or MTA's schedule for the Transit Project. City shall bear the Cost of all Betterments included in each Rearrangement, by crediting MTA therefore in accordance with Article 9 or, as applicable, by paying MTA therefore in accordance with Article 9 and Sections 2.4.3.

2.4.3. For a Rearrangement to be constructed by MTA, the price, which City shall pay for each, requested and included Betterment shall be in accordance with Article 9.

2.5 General Design Criteria

2.5.1. The City shall notify MTA of any revisions or additions to City design standards. The Design of each Rearrangement, whether furnished by City or by MTA (or by their consultants or contractors), shall conform to the City Standards and ordinances as defined in Section 1.3.9 and Exhibit "C". Together with revisions or additions thereto, which are required to be incorporated into the design product pursuant to the following provisions in Section 2.5.

2.5.2 With respect to Rearrangements as to which the Subject Transit Project is being procured on a Design/Build basis, the Design product shall incorporate any revisions or additions to the City Standards of which City has notified MTA on or before the earlier of (i) twenty (20) working days after their formal issuance or adoption, and (ii) the applicable City Comment Due Date. The Design product also shall incorporate any subsequent revisions of or additions to the City Standards of which City notifies MTA prior to the deadline scheduled by the parties pursuant to Section 2.3.2 for City's final comments on the Final Design, provided that (a) such subsequent revisions or additions (i) do not require Design product changes necessitating resubmittal of the Design product to the City and (ii) do not increase the cost of and/or time for Construction as initially estimated or require amendment of, or change order for, any related Construction documents, or (b) such revisions or additions result from changes in federal or state laws, rules or regulations which mandate incorporation of the changes into the Design product.

2.5.3. City agrees that it shall not adopt any new City Standards, or otherwise amend or supplement any existing City Standards, for the sole or primary purpose of affecting any Transit Project.

2.5.4 City agrees to comply with section 2.5 as long as the applicable Transit Project stays within the original general timeline and/or schedule for its design and construction. If the Project is placed on hold by MTA, for any reason, for a period of two (2) or more years, the City will have the option to review and modify any City standards from the previous design. The City will not be liable for any costs due to the changes in standards due to this type of project delay.

2.6 Changes in Approved Plans

Following City approval, changes in Design shall require both MTA's and City's approval. MTA shall not unreasonably withhold its consent or approval necessary to incorporate City requested changes into approved plans or specifications. All changes required to accommodate differing site conditions are the responsibility of MTA, its consultants, and contractors. Field changes required due to differing site conditions must be reviewed and approved by the City. MTA, its consultants, and contractors must comply with all applicable City Standards and ordinances as provided in Sections 1.3.11 and 2.5.

2.7 Specific Design Requirements for Rearrangements

2.7.1 Surface Openings. To the extent practical, MTA shall locate surface openings, if any, such as ventilation gratings, to cause the least effect on existing features of landscape and improvements and the least public disruption, and when practical they shall be located in MTA owned lands. In determining location of surface openings, health and safety concerns are paramount. Placement of ventilation gratings in sidewalks will be avoided, as much as possible at all times, and obtain City concurrence prior to placement. Other openings, such as mechanical access openings shall be permitted in sidewalks provided said openings are enclosed by a mutually acceptable method. The exact location and size of such openings shall be mutually agreed upon by the City and MTA.

2.7.2. Landscaping. Trees and landscaped areas under ownership or daily control of City shall be preserved whenever practical. Trees in a Transit Project's construction area and which are to remain shall be adequately protected. Trees that must be removed due to Rearrangements shall be replaced in accordance with applicable City Standards and shall be coordinated with the City's Bureau of Street Services, Street Tree Division. Landscaped areas removed due to Rearrangements shall be restored to the original condition to the extent practical as agreed to by the City and MTA using approved plans. Preservation and/or replacement of trees and landscaping at parks affected by Transit Projects shall be coordinated with City's Department of Recreation and Parks. A tree replacement report may be required, at City's discretion, depending on the extent and type of tree replacement.

2.7.3. Traffic Control Devices Certain of the contemplated Construction will require the removal and reinstallation of traffic control devices. Provided that MTA's plan for same has been approved by City, City hereby consents to all removals, temporary installations, reinstallations and interruption of traffic control devices in compliance with such plan and deemed necessary by MTA and performed by MTA's contractors; however, MTA shall provide prior notice in accordance with the SPP Notification Matrix before service of traffic control devices is interrupted. MTA will cooperate with City to minimize interruption of services of traffic control devices. As required, MTA shall issue Work Orders to City for necessary removal

and reinstallation of existing parking meters, traffic signals, and other traffic control devices, including but not limited to posts, signs, pavement markings, and striping, in accordance with MTA's Construction schedule.

2.7.4. Street Lighting. Certain of the contemplated Construction will require the removal, modification, and reinstallation of existing or installation of new Lighting Systems depending on the impact of the transit project on City facilities. Provided that MTA's plan for same has been approved by City, City hereby consents to all removals, temporary installations, reinstallations of existing, installation of new lighting systems in compliance with such plan, and interruptions of Street Lighting Systems in compliance with such plan and deemed necessary by MTA and performed by MTA's contractors; however, MTA shall provide at least three (3) Working Days prior notice in accordance with the SPP Notification Matrix before service of Street Lighting Systems is affected, to be approved by the City. MTA will cooperate with City to minimize interruption of street lighting service. As required, MTA shall issue work orders for the Rearrangement of lighting system when required.

(a) Any work that will affect lighting systems, maintained by or under the jurisdiction of City, must be approved for compliance with applicable City Standards by the City Bureau of Street Lighting. Street Lighting System Design must be forwarded for review and approval to the City Director of the Bureau of Street Lighting.

(b) Except as mutually agreed by the Parties, all lighting systems maintained by or under the jurisdiction of City within the boundaries of a Transit Project, as well as all lighting systems in the direct vicinity thereof (same circuit), shall be maintained and kept in operation at all times during Construction. City shall not unreasonably withhold its approval to interrupt service as necessary for a Transit Project.

(c) In the event of any damage caused by a MTA contractor to lighting systems maintained by or under the jurisdiction of City, the Bureau of Street Lighting and Bureau of Contract Administration must be contacted in accordance with the SPP Notification Matrix. All damages, must be repaired as soon as reasonably possible, under City inspection by MTA's contractor at no expense to City. If City is performing lighting system Construction, then City is responsible only for repair of damage caused by City forces.

2.7.5. Private Projections in Public Ways. Upon a determination by MTA that any private projections in, over or under any City Facility, including streets, highways or other City Rights-of-Way, must be removed to accommodate a Transit Project, MTA shall issue a Work Order to City, and City shall take any and all reasonable action within its power to require the elimination of such projections at MTA's expense prior to the scheduled start of Transit Project construction in the affected location, unless the encroachment is a City authorized encroachment which the City has no right or ability to eliminate, move, remove, or otherwise terminate. If City is unable to effect the removal of such projections, MTA shall make its own arrangements for removal of such projections, whether through exercise of its powers of eminent domain, through negotiation with the owner, or otherwise. If it is determined that the cost of removal is not the responsibility of the private owner, then MTA shall bear the cost of removal of said projections. City shall cooperate with MTA to minimize the cost to eliminate, move, remove or otherwise terminate projections where determined necessary by MTA and agreed to by the City.

2.8. Construction Staging Plans

2.8.1. Plan Requirements - Construction staging. MTA, through its consultants, contractors, subcontractors or agents, shall develop construction-staging plans. Construction staging plans shall provide, among other things, for the handling of vehicular and pedestrian traffic on streets adjacent to Transit Project Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (worksite traffic control plans). Such plans shall incorporate actions to maintain access to businesses adjacent to the Construction areas, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the worksite traffic control plans. MTA will ensure that the plans complement elements of public awareness as well as mechanisms to assist affected Parties in complaint resolutions. City understands that MTA requires flexibility in the execution of Construction phasing and traffic management planning during Construction, and therefore agrees to impose requirements for traffic management planning and Construction sequencing which are necessary in order to secure, ensure, and provide for public health and safety, and functionality. All worksite traffic control plans, traffic circulation plans, and temporary traffic signal plans will be submitted to City for review and approval prior to implementation.

2.8.2. Plan requirements – Street Lighting Systems. MTA, through its contractors, subcontractors or agents, shall develop street lighting staging plans. Street Lighting Construction staging plans shall provide, among other things, for the safety and security at nighttime of vehicular and pedestrian traffic on streets adjacent to Transit Project Construction with the Street Lighting Construction phasing showing street closures, detours, lighting devices, circuit and power service connections, and other pertinent information. Such plans shall incorporate lighting levels to maintain safe access to businesses adjacent to the construction areas, and to ensure safe circulation for pedestrian and vehicular traffic as described in the City's Lighting Standards. The City understands that MTA requires flexibility in the execution of construction phasing, and therefore agrees to impose minimum requirements for the construction sequencing, which are necessary in order to achieve reasonable goals of public health, safety, and functionality. All street lighting construction staging plans will be submitted to the City for review and approval in accordance with section 2.8.4 (b) and in accordance with the SPP prior to implementation

2.8.3. Review of Plans. City shall review and if determined to be acceptable, approve worksite traffic control plans or transmit its comments to MTA, within twenty (20) working days after receipt thereof. If no comments are received within such period, the submittal shall be deemed complete and satisfactory to, and approved by, City. MTA and the City may agree to extension of review time before review period ends, if workload or lack of information justifies this.

2.8.4 Information. To assist MTA in coordination and the development of construction staging plans, City will furnish to MTA in writing during Design at the time required by MTA's schedule the following information, or when mutually agreed City shall prepare the worksite traffic control plans which shall include:

2.8.4.1. (a) The traffic lane requirements for streets impacted by construction activities.

(b) Streets, which may be proposed for closure completely during Construction and the duration of the closure. (Streets, which are Major and Secondary highways, require Council and Board of Public Works approval. Local and collector streets require Board of Public Works approval)

(c) Parking restrictions, which will be imposed during the Construction period.

(d) Detours.

(e) Preliminary Haul routes and overloads routes.

2.8.4.2. All relevant City Facilities information (other than streets):

(a) City Facilities in which service must be maintained.

(b) City Facilities in which service may be abandoned during Construction.

- (c) Proposed phasing or sequencing of Construction of Rearrangements.
- (d) Rights-of-way, which must be acquired for Replacement Facilities and Rearrangements.

2.9 Assistance by City

City agrees to assist MTA, by providing engineering, technical, analytical and administrative support services with respect to of fire/life safety, police security, transportation engineering, civil and structural engineering, illuminating engineering, park engineering, storm drain and sanitation engineering, public works inspection and in other areas when mutually agreed, and in such an event MTA shall issue a Work Order to City to perform some or all of the activities referred to in the following subsections:

2.9.1. Fire/Life Safety. Assistance in the Design, Construction and operations planning of Transit Projects as it relates to fire prevention, fire suppression, and emergency preparedness with respect to fires or other major disasters. The assistance shall also include reviews for conformance of fire/life safety codes, standards and regulations. Fire Department representatives will be invited to participate as active members of MTA-designated committees dealing with fire/life safety issues.

2.9.2. Police Security. Assistance in the Design, Construction and operations planning of Transit Projects as it relates to personal and property security, deterrence and detection of criminal activity and the apprehension of criminals. The assistance shall also include, if requested by MTA, participation by police department representatives as active members of MTA-designated committees dealing with police security.

2.9.3. Transportation Engineering. Assistance in the Design, Construction and operations planning of Transit Projects as it relates to facilitating movement of automobiles, buses and pedestrians into and from the Transit Projects. The assistance shall also include the preparation and/or review and approval of work site traffic controls plans, traffic circulation plans, temporary traffic signal, geometric striping, traffic signal software development, permanent traffic signal plans and monitoring installation of those prepared or installed by MTA's contractors and consultants, through an MTA Work Order, City will prepare plans for final geometric striping and signal plans for Transit Projects.

2.9.4. Illuminating Engineering. Assistance in the Design and construction of Street Lighting Systems affected by a Transit Project. The assistance shall also include review and approval of contractor-prepared temporary street lighting and street lighting demolition plans as well as final restoration Street Lighting System Designs prepared by MTA's contractors and consultants, and administration of "Prop. 218". If requested by MTA through a Work Order, City shall prepare the final demolition and restoration Street Lighting Systems Designs for Transit Projects.

2.9.5. Recreation and Park Engineering. Assistance in the Design, Construction and operations planning of Transit Projects as it affects recreational areas, landscaping and lakes within City parks.

2.9.6. General Services. Assistance through the provision of general services support (including helicopter flight services, for the purposes of, among others, traffic monitoring, general aerial transportation surveillance, public affairs, media affairs, major incident response) and materials testing.

2.9.7. Civil and Structural engineering – Assistance in design, design review, construction, and operation of other City facilities.

2.9.8. All Other Areas. Assistance in Design, Construction and operations of other City Facilities.

2.10 City Review of Transit Project Design Affecting City Rights-of-Way

2.10.1. The Parties will develop a mutually agreeable process for MTA submittal of plans and specifications for Transit Project Facilities located within, on, under or over City Rights of Way at the Preliminary Engineering, Design Development and Final Design stages and for City review and comment regarding same; provided, however, that such submittals and responses shall conform to MTA's schedule for the applicable Transit Project and to the following requirements:

(a) Within seven (7) working days after receipt of a Design submittal for a Transit Project Facility, (i) City shall inform MTA whether the plans and specifications are sufficiently complete for City review purposes, and (ii) if not sufficiently complete, City shall so notify MTA, or shall return the plans and specifications to MTA together with an identification of those portions that are not sufficiently complete and a description of the missing information listing the deficiencies. If no such notice or return is received by MTA within such seven (7) working days, the plans and specifications shall be deemed complete and acceptable for review purposes.

(b) Within twenty (20) working days after receipt of each submittal, City shall review the plans and specifications and either advises MTA that it has no comments, or transmit its comments to MTA. City comments will be submitted on a comment matrix and annotated plans. If no comments are received within such period, the submittal shall be deemed complete and City shall be deemed to have no comments thereon. Extensions may be requested by the City and granted by the MTA, if workload and lack of sufficient information justify this action.

(c) The provisions of this Section will also apply to any resubmittal of plans and specifications by MTA, whether in response to a City notice or return of incomplete plans and specifications, or in response to substantive City comments. Resubmittals shall include the City's comment matrix, City's annotated plans, and confirmation of comment resolution.

2.10.2. MTA will incorporate all City comments made in accordance with the provisions of this Section. MTA shall conduct comment resolution meetings to address City comments and reach satisfactory a resolution.

2.11 Coordination of New and Unrelated City and Other Facilities.

2.11.1. Throughout the term of this Agreement, if City plans to construct new facilities unrelated to a Transit Project that would cross or otherwise occupy locations that might conflict with Construction or operation of a Transit Project, City will coordinate the Design and installation of such facilities with MTA such that these facilities will minimize conflict with the Transit Project.

2.11.2. MTA has established with the City a ZI-1117 permit process to identify existing or proposed transit facilities and require projects within the MTA project limits to obtain MTA concurrence prior to final plan sign off. MTA shall have the right to final permit sign off. MTA shall have the right to refuse to allow any such construction, which directly impacts the an existing transit facility or the construction of a Transit Project. Also, should MTA determine that a proposed new City facility or construction by others, not related to or required because of the MTA projects, will delay or otherwise conflict with the construction of a Transit Project or any portion thereof, MTA shall have the right to condition the installation of such facility or other construction upon such relocation, modifications, and/or scheduling adjustments as mutually agreed to between the City and MTA. MTA shall allow the City or others access for emergency repairs to existing facilities. This shall not include the type of work required for City facilities because of an MTA project.

2.12. Relocation of Private Utility
within 10 days of receipt of MTA's
by Section 62.01(a) of the Los Angeles
Department of Water
instructing them to relocate or
MTA or the utility shall be a
matter solely for MTA and the

mutually agreed to,
notice required
the Los

3.1 Permits

3.1.1. Pursuant to
construction permit
of-Way (or on a
separate Special
work on the Project
Exhibit 'A' –
that it shall
require the
on, under
plans and
over City
Section
approval

3.1.2. Amendments and modifications to the SPP necessary to streamline processing procedures, to reduce processing time or otherwise to assist MTA in the timely delivery of its Transit Projects may be considered by the City Board of Public Works. To the extent any conflicts exist or arise between the SPP and this Agreement, the provisions of this Agreement shall govern.

3.1.3. Except for cost reimbursement provided through the work order process, City hereby waives the payment of any permit Costs for permits identified in the SPP. City permit processing Costs will be reimbursed pursuant to Work Order as provided for in this Agreement. City shall be reimbursed for all work on design build projects that is being performed prior to the execution of this Agreement and all work on this Agreement.

3.1.4. Prior to commencement of any phase of Transit Project construction that will affect private property within the corporate boundaries of City, MTA or its contractor will take out and pay for any applicable required City permit not otherwise covered by the SPP, and give City advance written notice of commencement of such construction.

3.2 Work in Streets

3.2.1. The Parties recognize that City has the duties of supervising, maintaining and controlling streets, highways and other City Rights-of-Way, and that MTA has a mandate under State law to timely construct Transit Projects. Accordingly, MTA shall give City advance written notice in accordance with the SPP, where Transit Project Construction requires work in City Rights-of-Way and shall allow City adequate time for review of relevant plans for such work in accordance with Section 2.8. MTA shall secure written approval of all plans from the City for all such work.

3.2.2. MTA, its consultants, and contractors performing work in City Rights-of-Way shall take all appropriate actions to ensure safe operations of the work and the continuance of service of City Facilities. City reserves the right to stop work, if public health and Safety is or will be comprised as determined by the City staff. Accordingly, City, after consultation with MTA, may require that if MTA's contractors fail to perform such work as called for by the Design plans prepared hereunder and as may be required by any authorizations issued by City in connection with such work which are consistent with such Design plans, (i) upon notice (non-compliance citation) from City, the contractor shall promptly commence to cure its failure, and (ii) if the contractor fails to cure or is not diligently prosecuting such cure to completion, City shall notify MTA. Upon receipt of notice from City, MTA shall cause the contractor to cure its failure within the requested time. All work performed in a City Right-of-Way that will control pedestrian and/or vehicular access will be in accordance with the SPP and the LADOT-approved Traffic Management Plans. Where Traffic Management Plans are not specified, the latest Work Area Traffic Control Handbook, the LADOT Standard Traffic Control Plans or site-specific WTCP/TCP plans developed by MTA's contractor will govern as approved by LADOT and the MTA.

3.3 Temporary and Permanent Street Closures

MTA and City may agree that a street, highway, bridge or other City Right-of-Way shall be temporarily or permanently closed for the necessity and convenience of a Transit Project. If agreed to, a Traffic Management Plan must be developed, submitted, and approved by the City. MTA shall provide notice in accordance with the SPP Notification Matrix before service of a City right-of-way is interrupted. Upon notification of a proposed closure, City, as requested by MTA, shall initiate the appropriate proceedings with the Board of Public Works and if appropriate City Council, and shall establish the necessary conditions for the closures. This section does not preclude City from requesting that certain streets not be closed to accommodate "Special Events" utilizing those streets, such as parades, and MTA shall cooperate with City to accommodate such requests; MTA, its consultants, and contractors will cooperate with City to minimize closures of City right-of-way.

3.4 State Requirements

3.4.1. Nothing in this Agreement shall be deemed to abridge any applicable federal or State law or State agency authority regarding permits, orders, licenses and like authorizations that may be required or available in connection with the design and construction of a Transit project.

3.4.2. The California Public Utilities Commission ("CPUC") has jurisdiction over establishment of street and pedestrian crossings with MTA's rail transit tracks, their subsequent maintenance or alteration, and their operation. Formal application for establishment or alteration of said crossings is required by the CPUC. Unless otherwise agreed between MTA and City, MTA may prepare, subject to concurrence by City, plans and applications therefore. To the extent required by law, the State Fire Marshal, and City Fire Department shall review plans for and shall perform inspections as needed throughout the term of the construction.

3.5 Grant of Rights

If, prior to MTA's scheduled date of commencement of work in a section or portion of a Transit Project, any Rearrangement is necessary to eliminate a conflict, City may grant to MTA and/or its designee sufficient rights, if necessary, to allow MTA to proceed with investigation of existing conditions and the construction of that section or portion of the Transit Project in accordance with MTA's schedule; provided, however, that such grant does not unreasonably and adversely interfere with provision of City's services to the public, or affect public health and safety; and provided further, that City is permitted under applicable law to grant such right.

3.6 Replacement Rights-of-Way

Replacement rights-of-way for the relocation of Conflicting Facilities shall be determined during Design and, if needed, may be acquired by MTA or City following approval by the Parties of the location and type of such replacement rights-of-way. It is mutually understood and agreed, however, that when reasonably possible, a Rearrangement shall be located in existing public ways where the City Facilities being replaced were in public ways. The required rights-of-way shall be acquired so as not to impair MTA's schedule. If City cannot acquire necessary private rights-of-way without out-of-pocket expense to itself, they may be acquired by MTA. Upon acceptance of the applicable Replacement Facility, City shall convey or relinquish to MTA or its designee, if permitted by applicable law and agreement, at no cost, all City real property interests being taken out of service by the Rearrangement, and for which replacement real property interests are provided. However, replacement rights-of-way involving real property controlled by the City's Recreation and Parks Department, if any, shall be handled by a separate instrument between said Department and MTA.

3.6.1. At the requests of MTA, the City agrees to consider requests by MTA to convey to MTA at no cost to MTA, any street crossings, slivers, surface easements and temporary construction easements that may be required for Construction and/or operation of Transit Projects subject to this Agreement (including both temporary and permanent easements and other interests), without requiring MTA to go through the appraisal, negotiations, offer, closing and transfer process. MTA will prepare or cause to be prepared, the title documents and documents of conveyance. Said documents will be transmitted by MTA's Representative to MTA's Representative who shall process them through the required departments for execution and return them to MTA within 90 days after receipt, but in any event in accordance with the applicable Transit Project schedule.

3.6.2. City agrees and acknowledges that this Agreement satisfies any MTA obligations to City and otherwise relating to the certification of rights of way, and that City shall cooperate with MTA, and assist MTA, with any right of way certification processes involving other entities or agencies.

3.6.3. The MTA agrees to consider requests by City on a case by case basis to convey to City at no cost to City, any street crossings, slivers, surface easements and temporary construction easements that may be required for Construction and/or operation of Transit Projects subject to this Agreement (including both temporary and permanent easements and other interests), without requiring City to go through the appraisal, negotiations, offer, closing and transfer process. City will prepare or cause to be prepared, the title documents and documents of conveyance. Said documents will be transmitted by City's Representative to MTA's Representative who shall process them through the required departments for execution and return them to City within 90 days after receipt, but in any event in accordance with the applicable Transit Project schedule.

3.6.4. MTA agrees and acknowledges that this Agreement satisfies any City obligations to MTA and otherwise relating to the certification of rights of way, and that MTA shall cooperate with City, and assist City, with any right of way certification processes involving other entities or agencies.

3.7. City Licenses Within Transit Project Right of Way Owned by MTA

If a Rearrangement is made so that the Replacement Facility will be located within Transit Project Right of Way owned by MTA, MTA shall provide City with an equivalent license, if necessary, to accommodate the Replacement Facility, reasonably satisfactory to City. It is hereby understood that in accepting such a replacement license and in releasing its existing rights, City shall acquire reasonable rights to install, operate, maintain and remove City Facilities within the replacement license

3.8. Temporary MTA Facilities

Temporary Facilities may be necessary to facilitate Construction of a Transit Project (including Rearrangements). MTA or its designee may use, without cost, lands owned or controlled by City for any Construction related purpose, including, but not limited to, the erection and use of Temporary Facilities thereon; provided that, City shall first approve in writing the availability, location and duration of the Temporary Facilities, and this to be performed on a case-by-case basis. Upon completion of the related Construction and MTA's determination that the Temporary Facilities no longer are needed, MTA shall remove all Temporary Facilities and restore the area to its original condition unless MTA and City mutually agree to some other arrangement. If this agreed upon duration of a Temporary facility has expired, the City reserves the right to request turning over the owned land at anytime prior to completion of the project. MTA shall return the land to the City within forty (40) working days from the requested date and restore the area as practicable to its original condition.

3.9. Temporary City Facilities

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by City, City or its designee may use, without cost, lands owned or controlled by MTA for the purpose of using or erecting Temporary Facilities thereon; provided that, MTA shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the rearrangement in its permanent location, City shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless City and MTA mutually agree to some other arrangement.

3.10 Night and Weekend Work

City recognizes that, in order for MTA to meet the Construction schedule for a Transit Project, MTA, its contractors or others may need to perform a significant amount of work after business hours, on weekends, and/or by multiple shifts spanning up to 24 hours per day and up to seven days per week. MTA shall secure from the City Police Commission authorization for night and weekend work in accordance with the provisions of Los Angeles Municipal code 41.40, but will cooperate with City to minimize such work where reasonably requested and to provide mitigation for the impact of such work.

Article 4
Effecting Rearrangements

4.1 MTA Construction of Rearrangements

Unless otherwise agreed between the Parties, MTA shall perform all design and Construction of Rearrangements. MTA or its contractor shall commence and thereafter diligently prosecute such Rearrangement work to completion in conformance with Design plans and specifications prepared pursuant to Article 2, and such work shall coincide closely and be coordinated with MTA's Construction schedule for the Transit Project, including the established schedule for Construction of Rearrangements. If changes in the Final Design plans or specifications are necessary, MTA shall first submit such changes to City for review and approval before Construction. City shall respond to any such submittal within 20 working days after receipt. MTA shall notify the City Bureau of Contract Administration and Department of General Services prior to performing any rearrangement work in accordance with the SPP Notification Matrix. The City will inspect and test backfills for utilities within City Rights-of-Way as well as all City Facilities owned or operated, or to be owned or operated by the City. When traffic signal construction is involved, or traffic control devices are impacted, contractor must also arrange for inspection by calling the LADOT, in accordance with the SPP Notification Matrix.

4.2 City Construction of Rearrangements

If the Parties mutually agree that City shall perform Construction of a specific Rearrangement, MTA shall issue a Work Order to City for such Construction and the following provisions shall govern:

4.2.1. City shall commence and thereafter diligently prosecute the Construction of such Rearrangement to completion as authorized by Work Order, in conformance with the Design plans and specifications prepared and approved pursuant to Article 2 and in conformance with the time schedule set forth in the Work Order. Such Construction shall coincide closely and be coordinated with MTA's Construction schedule for the Transit Project, including the schedule for Construction of Rearrangements of other utility, cable, pipeline, and other facilities in the same segment or portion of the Transit Project. City shall coordinate its work with other facility owners and contractors performing work that may connect, complement or interfere with City's work hereunder or with City Facilities.

4.2.2. City shall notify MTA at least five (5) working days prior to commencing each Rearrangement so that MTA may make arrangements for such inspection and record keeping as it may desire.

4.2.3. All work by City's forces or its contractors pursuant to this 0 shall comply with the environmental controls established in the construction contract or Design/Build Contract between MTA and its contractor for the Subject Transit Project, including without limitation construction noise and vibration control, pollution controls, archeological coordination, and pale ontological coordination.

4.3. Maintenance

City shall schedule, in concurrence with MTA, any routine maintenance of City Facilities when possible so as not to interfere with Transit Project construction or operations.

4.4 "As-Built" Drawings

MTA and City shall each maintain a set of "as-built" plans of Rearrangements performed by MTA and City, respectively, during the progress of construction. Red line mark ups for temporary lighting systems, traffic signal systems, and other city facilities shall be submitted to the City within ten (10) working days of construction. All design changes shall be documented on RFI/RFC forms. The contractor shall update the contract plans with the City approved changes. The City representative shall meet with MTA and its contractor once a month, prior to MTA's approval of the contractors monthly progress payment, to check and verify that as-built plans are being maintained by the contractor and that contract plans are being updated with all approved design changes. MTA's approval of contractor's progress payment shall be subject to updating and maintaining a complete set of as-built drawings. Once the as-built work done by the contractor is approved by the City, MTA shall arrange for the transfer of as-built information on the contract plans electronic files in electronic format. Hard copies of the updated plan sheets for every month shall be submitted to City. Upon completion of the Rearrangement work, the Party that performed the work shall furnish the other Party with reproducible "as-built" drawings showing all Replacement Facilities installed by the performing Party, within sixty (60) working days after completion of work for each set of plans. All "as-built" plans (whether provided by MTA or by City) shall be in a format, which conforms to the City's electronic format. These specifications in MTA's contract documents shall be reviewed and approved by the City before the D/B RFP is issued as reflected in Exhibit 'C'. If the drawings submitted by either Party are incomplete or nonconforming to such required format, they will be returned to that Party for correction at its expense.

4.5 Reproducible Contract Documents

MTA and City agree to provide the other with suitable Mylar reproducible copies of those final contract documents that they have prepared or caused to be prepared to govern the Construction of a given Rearrangement by their respective contractor so that each Party may compile a complete set of contract documents. Each Party shall prepare or cause to be prepared the contract documents for which it is responsible .

4.6 Underground Service Alert

Prior to any commencement of underground work by either Party, Underground Service Alert shall be notified in accordance with State Law by such Party or its contractor.

4.7. City Activities

If City plans to undertake or authorize any activities within or near any portion of a Transit Project Right-of-Way (including without limitation construction of new facilities, repairs or modifications to existing facilities, parades, and similar activities) during the period of Construction of a Transit Project, City will coordinate such activity with MTA to minimize

impact, delay or interference with such Construction, and MTA shall reasonably cooperate with City with regard to same.

Article 5 Inspection

5.1 Inspection During Construction

City and MTA agree that all work on City facilities will conform to standard policies and practices of the City inspector as it relates to inspection, sampling, and testing. The MTA agrees to require adherence to such policies and practices by its contractors.

5.1.1. Notwithstanding City inspection or approval of any Construction, all work performed by either Party for Construction of the Transit Projects shall be subject to MTA inspection and final approval. MTA also may inspect the Construction of Rearrangements to ensure that the work has been performed in accordance with the approved Designs.

5.1.2. All Rearrangement Construction of City Facilities and construction of new City Facilities by MTA shall be inspected by City. Such inspection services shall be authorized by MTA under an appropriate Work Order. City shall provide inspectors dedicated to MTA's Transit Projects who will be available throughout Transit Project Construction, at MTA's expense and as needed to support MTA's schedule for the Subject Transit Project, to observe and inspect the Rearrangement of City Facilities so that upon completion of Construction, City will have a basis for acceptance of the work. City's inspectors shall cooperate and coordinate with the MTA Representative and MTA's contractors. City's inspection shall also include planned field reviews for compliance with construction staging plans, including the Traffic Management Plans. Inspection will involve the verification of the safety and adequacy of vehicular and pedestrian access and circulation immediately adjacent to the Construction area, and maintenance of appropriate access to directly affected businesses, as provided for in said plans. All City inspectors shall submit copies of daily written inspection reports to MTA, each within 24 hours after the subject inspection. The City may remove and replace any inspector within 5 working days after MTA's written request therefore, for cause.

5.1.3. At the inspections provided in accordance with Sections 3.10.1 and 0, above, each Party shall inform the other in writing of any deficiencies or discrepancies in any work discovered in the course of such inspection. City will provide immediate verbal notice of nonconformance to MTA's construction manager as well as to MTA staff (as designated by the MTA Representative), followed by a written nonconformance notice not later than 24 hours after discovery. Likewise, MTA will provide immediate verbal notice of nonconformance to the City Representative (or to such other City staff as may be designated by the City Representative), followed by a written nonconformance notice not later than 24 hours after discovery. Each nonconformance notice shall include an explanation of the resolution desired by the notifying Party. All nonconformance's with respect to Transit Project Facilities Constructed by City or its contractors pursuant to Article 6 must be corrected or resolved so that the Construction conforms to the final design and other requirements of the procurement documents approved by MTA (or in the case of work performed by City's own forces, to the final design approved by MTA and

the requirements imposed pursuant to Section 6.1). All notices of nonconformance provided by City with respect to City Facilities shall be addressed in accordance with Section 2.1.4.

5.2 Final Inspection

As soon as the work of any specific Rearrangement has been completed (and tested when called for by the approved Design), the Party, which performed the Construction work, shall notify the other Party in writing that the Rearrangement is ready for final inspection. All final inspections by City will be started within seven (7) working days following request for same by MTA's contractor in accordance with the SPP Notification Matrix. The final inspection of any Rearrangement shall be attended by the MTA Representative and the City Representative at MTA's expense. Each Party will provide to the other Party's Representative immediate verbal notice of any deficiencies or discrepancies in any Construction work discovered in the course of the final inspection, followed by a written nonconformance notice within three (3) working days thereafter. Each nonconformance notice shall include an explanation of the resolution desired by the notifying Party. All nonconformance's with respect to Transit Project Facilities Constructed by City or its contractors pursuant to Article 6 must be corrected or resolved so that the Construction conforms to the final design, all approved changes, and other requirements of the procurement documents approved by MTA (or in the case of work performed by City's own forces, to the final design approved by MTA and the requirements imposed pursuant to Section 6.1). All notices of nonconformance provided by City with respect to City Facilities shall be addressed in accordance with Section 2.1.4. Both Parties' inspectors shall be available to observe and inspect any corrective work performed, as needed to support MTA's schedule for the Transit Project. Promptly upon completion of the Rearranged City Facility (including if applicable, completion of any corrective work performed), the City Engineer and the City Inspector of Public Works shall furnish its written notice that construction of the City Facility is accepted. City's acceptance is contingent upon MTA submitting to City and securing City's approval on all required post construction documents, such as the as-built drawings.

5.3 Materials, Equipment and Prototype Testing

5.3.1. Materials Testing

City shall have the right to test materials used in Construction of City Facilities by MTA's contractors. MTA or its contractor shall notify City inspection by noon of the working day before plant inspection is required. Plant inspection sites outside a 50-mile radius of the City require prior authorization of the City inspector and MTA shall notify City inspection three (3) working days in advance when a plant inspection is required. MTA shall have the right to have its witnesses attend all such tests. City shall provide copies of the testing reports within seven (7) working days after each test, as well as providing to MTA access to the samples used and to the testing laboratory for inspection of its equipment.

5.3.2 Equipment and Prototype Testing

Equipment and/or "or equal equipment" not approved by the City, Bureau of Street Lighting will require evaluation and testing prior to installation. The Contractor shall submit shop drawings stamped and signed by a licensed structural or civil engineer registered in the

State of California and a prototype to the Bureau of Street Lighting 45 Working Days prior to starting construction. Written approval from the Bureau of Street Lighting on the shop drawing is required prior to fabrication of any new equipment intended for use on a City Facility.

5.4. Use of Improvements During Construction

City reserves the right to take over and utilize all or any completed part of any City Facility ("Utilization"), unless such Utilization would interfere with Transit Project Construction. MTA must be given reasonable advance notice thereof. If City agrees in writing prior to such Utilization then such Utilization will be deemed acceptance of that Facility or part thereof, and any subsequent damage thereto shall be City's responsibility unless caused by MTA's or its contractors. Thereafter, MTA will not be required to re-clean such portions of the Facility except for cleanup made necessary by Transit Project Construction activities.

Article 6 Transit Project Work By City

In addition to specific Rearrangements which City may construct pursuant to Section 0, MTA and City may agree that City shall Design and Construct or cause to be Constructed certain Transit Project Facilities (or components thereof). In such event, Design and Construction for such work shall proceed as follows:

6.1 Standards

All Design and Construction by City (or its consultants or contractors) pursuant to this Article 6 shall conform to standards and specifications as established by the City and MTA.

6.2 Work Order for Design

When Mutually agreed between MTA and City, MTA shall issue a Work Order to City, within 60 calendar days of City's request for such work order, for the Design of such Transit Project Facilities (or components thereof).

6.3 Design

If City agrees to perform the design work, upon completion of the Preliminary Engineering Design, City shall provide MTA with a preliminary estimate of the Cost of the Construction work, and City's estimate of MTA's share of such Cost, together with preliminary plans, specifications, and draft bid package. Upon MTA's approval thereof, City shall finalize all of the foregoing. MTA reserves the right (in its sole discretion) to reject the preliminary plans, specifications and draft bid package. In such a case MTA shall reimburse the City for all authorized costs incurred in preparing the plans, specifications, and bid package.

6.4 Procurement

Upon MTA's approval of the final plans, specifications, bid package and Construction Cost estimate, City shall advertise the contract for bids. City shall then inform MTA of MTA's

share of the Cost based upon the winning bidder's unit prices, and shall furnish MTA with copies of the extract of bids, together with sets of the final plans and specifications. MTA shall have the right to require a minimum number of bids, to specify certain of the Parties to whom bid requests are submitted, to review the bids, and to approve the contract award recommendation prior to presentation to the Board of Public Works for award of the contract. City staff shall not bring a matter to the Board of Public Works for award of a contract until the lowest responsive responsible bidder has been approved by MTA. MTA reserves the right (in its sole discretion) to reject all bids, but in such cases MTA shall still reimburse the City for the Design and review costs allocable to the Transit Project.

6.5 Construction by Contractor

After review and approval of the bids by MTA, MTA shall issue a Work Order to City for City staff work. City shall notify MTA of the amount of advance monies needed to award the contract and monies for contract progress payments thereafter. MTA shall reimburse the City per the terms of this agreement or as mutually agreed within the work order. City shall thereafter obtain MTA's approval for modifications to the contract which will affect the Transit Project and, in any event, shall inform MTA promptly when City has reason to believe that the Cost estimate is likely to be exceeded, and shall obtain MTA approval prior to granting of any such increase.

6.6 Construction by City Forces

Should City and MTA agree that work could be performed by City forces, the Cost estimate to perform the work and MTA's share thereof shall be furnished to MTA for approval. MTA reserves the right to reject such Cost estimate in its sole discretion, but agrees to reimburse the City for all costs of the work performed up to that point. Upon MTA's approval of the Cost estimate and Design, MTA shall issue a Work Order to City for the City's cost of design and construction. The Work Order shall also reimburse the City for all costs that City incurred prior to issuance of the Work Order by MTA, if the work is authorized by MTA. City shall obtain MTA's prior approval for any changes from the approved Design or increase to the approved Cost estimate.

6.7 Inspection

All Construction performed by a contractor for the City pursuant to this Article 6 shall be subject to inspection in accordance with the provisions of 0. City inspection services on the work performed pursuant to this Section 6.7 shall be authorized by Work Order and shall be reimbursable in accordance with the procedures set forth in 0.

6.8 Reports and Invoices

City shall furnish to MTA a monthly progress and accounting report for the work performed pursuant to this Article 6 in a mutually agreeable format. In addition, upon request by MTA, City shall furnish, along with the monthly report, an invoice and request for payment based on the Cost of the Construction work performed, in accordance with Article 8.

6.9 Requirements

6.9.1. All Design, Construction and other activities to be performed by City pursuant to this Article 6 shall be carried out in conformance with the time schedule(s) set forth in the applicable Work Order(s). Such schedules shall accommodate variables, including changes in the contractor's schedule, availability of information, or passage of a Proposition 218 vote for Lighting System Work. Such time schedule(s) shall coincide closely and be coordinated with MTA's schedule for the Transit Project. City shall coordinate its work with other facility owners and contractors performing work that may connect, complement or interfere with City's work pursuant to this Article 6 or with the Transit Project Facilities (or components thereof) being constructed by City.

6.9.2. All work by City's forces or its contractors pursuant to this Article 6 shall comply with the environmental controls established in the construction contract or Design/Build Contract between MTA and its contractor for the Transit Project, including without limitation construction noise and vibration control, pollution controls, and archeological and pale ontological coordination.

Article 7 Disposition of Salvaged Materials

7.1 Salvage

The Parties may salvage certain materials belonging to City during the course of Rearrangement as mutually agreed by the parties during the Design stage. If they are to be reused, the MTA's contractor shall exercise reasonable care in removal and storage of such materials. Materials shall be inspected and stored until such time as the progress of work allows the reinstallation of such materials. Materials which are not to be reused in a Rearrangement but which City desires to reclaim may be recovered by City forces within a mutually agreed upon time frame or shall be returned by MTA to a location proximate to the salvage site and suitable to City. Subject to acceptance by MTA, if materials removed by MTA are not reused and are not desired by City, such materials shall become the property of MTA, unless otherwise mutually agreed.

7.2 Salvage Credits

MTA shall receive a credit for salvage and transporting of such materials described herein that are used or reclaimed by City, as provided in Article 9.

Article 8 Reimbursements To City

8.1 Reimbursement to City

Except with respect to Betterments, the issuance of a Work Order shall obligate MTA to reimburse City in the manner provided by this Agreement for, and the term "Cost" shall mean, the direct and indirect costs actually incurred by City for activities or work performed or materials acquired in accordance with the terms of this Agreement, less credits to MTA as provided in Article 9. Direct costs shall include allowable direct labor costs spent specifically

for work performed under this Agreement. Indirect costs shall be computed based upon the Indirect cost Rates approved annually for the City by its cognizant agency (currently the United States Department of Labor pursuant to Circular A-87 of the Office of Management and Budget and Publication OASC-10), for allocation to Federally funded or State funded contracts. Unless the Internal Revenue Service and the California Public Utilities Commission issue regulations or rulings to the contrary, reimbursable costs will not include taxes purportedly arising or resulting from MTA's payments to City under this Agreement. Notwithstanding and in lieu of the foregoing, a fixed price for certain Design and/or Construction by City may be established upon mutual agreement of the Parties, as set forth in the applicable Work Order. Any such fixed price shall include all applicable credits due pursuant to Article 9 with respect to such work.

8.2 Reimbursement for Abandoned Facility

In those cases in which MTA and City agree that the construction of a Transit Project will eliminate the service need for a specific Conflicting Facility, MTA shall not be required to replace or compensate City for the Conflicting Facility, in which case MTA shall compensate City only for necessary Costs incurred in Abandoning the Conflicting Facility; provided, however that MTA shall not be responsible for any other Costs relating to the presence or existence of any environmental hazard on, in, under or about a Conflicting Facility or other City Facility, including but no limited to any "hazardous substance" as that term is defined under the Comprehensive Environmental Response unless MTA or its contractor caused the environmental hazard through its actions. MTA will assist with the determination of the party responsible for the "hazardous substance" and assist in making them accountable for the measures necessary to re-mediate the site.

Article 9 Reimbursements And Credits To MTA

9.1 Survey; Review of Records

The amount of credits or payments, as applicable, due MTA for salvage shall mutually be agreed on between MTA and City based upon applicable books, records, documents and other data of City. To assist in the determination of credits or payments due MTA under this Agreement, MTA and City may conduct an inspection survey of each Conflicting Facility during the Design stage. Pursuant to a Work Order, City shall provide MTA with drawings, plans or other records necessary to conduct such survey. The survey shall describe the physical attributes, date of construction or installation and present condition of each Conflicting Facility; shall report the expected service life of each Conflicting Facility as derived from City's records; and shall state whether City intends to salvage materials contained in each City Facility.

9.2 Salvage

As applicable, salvage credit shall be allowed or City shall pay for salvage, for items of materials and equipment recovered from existing City Facilities, that the City intends to re-use, in the performance of Construction work specified herein. The amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by

mutual agreement, plus storage and transportation Costs of such materials salvaged for City's use as directed by the City.

9.3 Betterments

MTA shall receive payment for all Costs as defined in Section 9.7 relating to Betterments. Betterment payments initially shall be based upon the estimated incremental additional cost to construct the Rearrangement determined as the sum of the estimated cost of the Design and Construction of the Rearrangement with the Betterment less the estimated cost of Construction of the Rearrangement without the Betterment. All estimates of Construction costs shall be based upon the unit price schedules used by the City in its usual estimated practices and agreed to by the Parties. The initial Betterment payments shall be reconciled by the Parties against actual Cost at the project closeout.

9.4 Credits to MTA Where City Performs Work

MTA shall receive a credit against work performed by City, if contracted by MTA to perform the work, under this Agreement for salvage and Betterments, and Expired Service Life of City Facilities. The amount of such credits shall be determined as provided in this Article. All credits pertaining to a particular Rearrangement or other item of work hereunder shall be reflected on the applicable invoice(s) submitted by City.

9.5 Payments to MTA Where MTA Performs Work

MTA shall receive payment from City for salvage, Costs of Betterments, and expired life service of City Facilities where MTA performs work. The amount of payment due shall be determined as provided in this Article 9. MTA shall invoice City for such payment in accordance with Section 11.7, and City shall make payments to MTA in accordance with Section 11.8.

9.6. Expired Service Life Value

MTA shall receive a credit or payment for the Expired Service Life Value of each Conflicting Facility being replaced, if the Replacement Facility will have an expected period of useful service greater than the period which the existing Conflicting Facility would have had, had it remained in service and the Rearrangement not been made. For purposes of this Agreement, "Expired Service Life Value" shall mean the amount calculated by multiplying the Cost of the Replacement Facility by a fraction, the numerator of which is the age of the Conflicting Facility and the denominator of which is the estimated overall service life of the Conflicting Facility. The amount of credit or payment for Expired Service Life Value shall be agreed upon by City and MTA in the appropriate Work Order, in accordance with the foregoing calculation. MTA shall not receive a credit or payment for Expired Service Life Value for street pavements, curbs, gutters, sidewalks, traffic signals, traffic control devices, and street lights, sewers, and storm drain Facilities. In no instance, however, shall the credit for accumulated depreciation exceed the original cost of the conflicting Facility being replaced.

9.7. Reimbursement to MTA

The term "Cost" shall mean the direct and indirect costs actually incurred by the MTA and attributable to activity or work performed or materials acquired in performing a task pursuant to this Agreement. Direct costs shall include allowable direct labor, equipment and materials costs spent specifically for work performed under this Agreement. Indirect costs shall include administrative and overhead costs at the rate therefore established by MTA from time to time. MTA shall maintain its standard forms and records showing actual time expended and costs incurred under each Work Order or reasonable formula from which to determine MTA administrative and overhead cost. The term "Cost" shall also include additional costs due from the MTA to its contractors and/or consultants as a direct result of changes in design for which City is responsible under Article 2-Design, including delays that may result, provided that MTA, its consultants and contractors, have pursued the requested design change in a diligent and timely manner, have met their obligations under this agreement, and MTA demonstrated to the City that the change or delay has resulted in an adverse impact to the cost of the project and MTA presents the necessary data to document the costs incurred.

Article 10 Indemnity, Warranties And Insurance

10.1 Indemnity

10.1.1. MTA agrees to indemnify, defend and save harmless City, its officers, agents and employees from and against any and all liability, expenses (including engineering and defense costs and legal fees), claims, losses, suits and actions of whatever kind, and for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with MTA's performance hereunder.

10.1.2. City agrees to indemnify, defend and save harmless MTA, its members, agents, officers and employees from and against any and all liability, expenses (including engineering and defense costs and legal fees), claims, losses, suits and actions of whatever kind, for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury or property damage arising from or connected with City's actual design or construction performance.

10.1.3. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being Parties to an agreement as defined by Section 895 of said Code, the Parties hereto, as between themselves pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such party would be responsible under Sections 10.1.1 and 10.1.2 hereof. The provisions of Section 2778 of the California Civil Code are part hereof as if fully set forth herein.

10.2 Warranty

MTA and its contractors will provide warranties for excavations and rearrangements as follows:

(a) In lieu of providing a bond normally associated with the permit authority of City relating to excavations in, or adjacent to, City Rights-of-Way, MTA warrants that any work affecting the structural stability of City Rights-of-Way shall be free from defect. Said warranty is for a period of two (2) years following City acceptance. Pursuant to this warranty and for the warranty period only, MTA, at its sole expense, shall remedy any damage to City Rights-of-Way to the extent caused by a failure of such structural support installed by MTA during the warranty period.

(b) In connection with Rearrangements performed by MTA or its contractors and any work performed by City or its contractors hereunder, warranties supplied by contractors shall be made for the benefit of both City and MTA. Additionally and again in connection solely with Rearrangements performed by MTA or its contractors and any work performed by City or its contractors hereunder, City and MTA each warrant to the other for a period of one (1) year from and after acceptance of the work, unless otherwise specified, that any work performed by or for them shall be free from defect; this limited warranty is the sole warranty given by City and/or MTA, and, pursuant to this warranty, and for the warranty period only, City or MTA, as the case may be, shall remedy any such discovered defect at its sole expense.

10.3 Contractor Insurance

Any Design or Construction contract entered into by MTA or City in connection with a Rearrangement or with work on Transit Project Facilities performed by City pursuant to Article 6, shall contain a provision which requires the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance which names City and MTA as additional insured's. Unless otherwise mutually agreed by the Parties, Construction general contractors shall provide evidence of insurance in the following amounts: \$5,000,000 in General Liability, \$1,000,000 in Workers' Compensation/Employer's Liability, and \$1,000,000 in Auto Liability. Unless otherwise mutually agreed by the Parties, Design contractors shall provide evidence of insurance in the following amounts: \$5,000,000 in General Liability, \$1,000,000 in Workers' Compensation/Employer's Liability, \$1,000,000 in Auto Liability, and \$1,000,000 in Professional Liability. No insurance shall be reduced in scope or cancelled without thirty (30) days prior written notice to MTA and City. City recognizes and agrees that insurance can be provided by MTA through an owner-controller insurance program.

Article 11
Work Plans, Work Orders, Billings, Deadlines And Delays

11.1 Work Performed by City

All work to be performed by City under this Agreement will coincide closely with MTA's Design and Construction schedule for each Transit Project. Consistent with its own staffing and workload requirements, City shall allocate sufficient staff and other resources necessary to provide the level of service required to meet the scope of work and said schedules as identified in Work Orders submitted by MTA.

11.2 Work Plans

To assist the MTA and City in estimating the level of service to be provided for each Transit Project which will require work by City pursuant to this Agreement, MTA and City will cooperate to develop a mutually agreeable annual work plan for each such Transit Project for each MTA Fiscal Year for which such work by City will be required, in accordance with the following provisions:

11.2.1. Not later than February 28 of each calendar year during the term of this Agreement, MTA shall provide City with information with respect to anticipated Transit Project requirements. MTA's provided information shall include a list of each item of work that MTA anticipates to request from City with respect to the each subject Transit Project during the upcoming MTA Fiscal Year, and the estimated start and finish dates for the work item that MTA anticipates to request from the City. Within thirty (30) working days after receiving the required information from MTA, City shall submit a preliminary annual work plan to MTA for each Transit Project that requires work by City during the upcoming MTA Fiscal year, which would include an estimated amount of money that City will require reimbursement for work performed and purchase of requested items.

11.2.2. For each MTA Fiscal Year, following MTA's receipt of the preliminary annual work plans pursuant to Section 11.2.1, City and MTA shall each negotiate in good faith such issues as are necessary in order to finalize such annual work plans, not later than April 30 prior to the commencement of such MTA Fiscal Year.

11.2.3. For each MTA Fiscal Year, within 60 days after City's submittal to MTA of the final annual work plans agreed upon by the Parties, MTA shall issue to City Work Orders identifying each item of work MTA anticipates City will perform through the end of the MTA Fiscal Year, the amount of money City and MTA agreed that City will be reimbursed therefore, and the anticipated schedule City will be required to meet in its performance of such work. For funding purposes, such Work Orders may be made effective as of the estimated work start date for the described activities upon City sign off. Regardless, the City acknowledges that, due to the dynamics of the Transit Projects and related Construction, such Work Orders will be subject to amendments (including additions, deletions and modifications), and additional Work Orders may be issued throughout the MTA Fiscal Year as deemed appropriate by MTA for its Transit Projects, as approved by the City by signing off the amendment to the Work Order.

11.3 Work Orders

MTA shall issue Work Orders to City, following City's submittal of an estimate in the form required by MTA, to authorize the performance of all work and the purchase of all materials and equipment required under the terms and conditions of this Agreement. City or City's contractor and subcontractor may perform any work so authorized. Contractors engaged by City to perform work covered by this Agreement shall comply with all applicable labor and other laws and agreements. City shall cooperate with MTA and take such actions as MTA may reasonably request to ensure such compliance. Each Work Order shall specify the work to be performed and any materials or equipment to be acquired, the amount of money, which City will be reimbursed therefore, and a schedule, including the estimated starting and finishing dates for work so authorized. Work Orders shall include schedules, which are consistent with and supportive of the MTA Design and Construction schedule and will require City acceptance through sign off of the Work Order. City shall not be authorized to do any work, and shall not be paid, credited or reimbursed for Costs or expenses associated with any work, not requested by Work Order, unless otherwise mutually agreed in writing. City shall be reimbursed for all costs associated for implementing, developing, and executing of this Master Cooperative agreement and all work related to preparing and implementing the Annual Work Programs.

11.4 Work Order Changes

11.4.1. Any proposed changes in a Work Order issued under this Agreement shall be submitted in writing to MTA for its prior approval. If MTA fails to respond in writing to a requested change within the time established in Section 14.1, the change shall be deemed accepted. However, any proposed change occasioned by emergency field construction difficulties may be submitted to MTA orally or by telephone, and shall be confirmed later in writing by City. In such event, MTA agrees to act on such request as promptly as possible, and its resident engineer may convey MTA's decision orally, to be confirmed later in writing.

11.4.2. MTA may terminate any Work Order at any time at its sole discretion, but MTA will reimburse City in accordance with this Agreement for Costs, if any, already incurred by City. If MTA terminates a work order, which allowed work under the Project SPP, the City may terminate the SPP. City agrees to notify MTA if at any time City has reason to believe that the Costs which it expects to incur under any Work Order in the next 60 days, when added to all Costs previously incurred, will exceed 75% of the total Costs specified in the Work Order, or if at any time City has reason to believe that the total Costs under said Work Order will be in excess of ten percent (10%) greater or less than previously estimated Costs or that the estimated finishing date will be later than the date stated in the Work Order. City will request written revisions of Work Orders in the event of anticipated cost overruns or completion delays; provided, however, that any such revision is subject to MTA's approval, and subject to Section 14.14, MTA may withhold its approval of any modification of scheduling requirements in its sole discretion. Without MTA's prior approval, City will not be reimbursed for Costs expended in excess of maximum amounts stated in a Work Order.

11.5 Deadlines and Delays

11.5.1. City shall perform its work under this Agreement in accordance with the deadlines and schedules established in this Agreement or in the Work Order. Subject to Section 14.14, if MTA has been requested to respond and has responded to City in a timely manner, and City fails to meet a deadline or schedule established in this Agreement or in the applicable Work Order for Design, Construction or any other activity, MTA must demonstrate to the City that this failure constitutes an adverse impact to the cost of the project and is a direct result of the delays to MTA's construction contract's critical path work. Then City shall be responsible for all actual documented costs and expenses incurred by MTA arising out of such delay. MTA's Response to the City must address City's review comments, City's request for information, and notices on design and/or construction. City shall pay MTA the amount due pursuant to this Section 11.5 within 90 days after receipt of demand, accompanied by necessary data to document the costs incurred. If MTA and City agree, MTA may deduct the amount due from City to MTA pursuant to the Section 11.5 from payment (or payments, if necessary) next due to City under this Agreement.

11.5.2. MTA and its contractors shall timely commence, diligently prosecute and complete MTA's Construction and other activities for each Rearrangement on or before the applicable deadlines established in this Agreement or in the respective Work Orders. If MTA or its contractor fails to meet such deadline, than any affected time deadlines for City's Construction or other activities under this Agreement or any Work Order shall be revised accordingly.

11.5.3. In addition to and without limiting any rights or remedies available under this Section 11.5 or otherwise, if City fails to complete its work on any Rearrangement on or before the deadline established in the applicable Work Order, or if MTA reasonably determines that City will be unable to timely complete such work, MTA (without incurring any additional liability other than the Costs incurred as set forth in Section 11.4.2) may terminate City's work on such Rearrangement by giving notice to City in accordance with Section 11.4.2, and either perform the remaining work itself or cause such work to be performed by MTA's contractor, subject to the City's approval and inspection processes where City facilities are involved. If MTA takes over work as provided in this Section 11.5.3, City shall cooperate and assist MTA as provided in this Agreement.

11.6 Procedures for City Billings to MTA

The Parties agree that the following procedures shall be observed for City's submission to MTA of monthly billings, on a progress basis, for work performed by City under a specific Work Order:

11.6.1. City's billings shall begin as soon as practicable following the commencement of a specific Rearrangement or other work under a given Work Order, and shall follow City's standard billing procedures. Invoices, and other data to document costs incurred, shall be

provided to MTA upon request. Each billing shall be noted as either "progress" or "final," shall be addressed to the MTA Representative, and shall include a certification that the charges

identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid. The final billing, with a notation that all work covered by a given Work Order has been performed, shall be submitted to MTA as soon as practicable following the completion of the Rearrangement or other work, shall recapitulate prior progress billings, shall show inclusive dates upon which work billed therein was performed, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid.

11.6.2. The Department of Transportation shall be the City's "Billing Agency" and will process all billings and collect and disburse funds.

11.7 Procedures for MTA Billings to City

In those cases in which MTA performs Rearrangement or other work which is reimbursable to MTA in whole or in part under the terms of this Agreement, MTA shall submit to City monthly progress statements indicating actual work performed during the billing period, the direct and indirect Costs thereof, and City's share of such Costs. MTA billing shall begin as soon as practicable following the commencement of a specific Rearrangement or other work, and shall follow MTA's standard billing procedures. Each billing shall be noted as either progress or final, shall be addressed to the City Representative, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid. The final billing, with a notation that all work covered thereby has been performed, shall be submitted to City as soon as practicable following the completion of said Rearrangement or other work, shall recapitulate prior progress billings, shall show inclusive dates upon which work billed therein was performed, and shall include a certification that the charges identified in such billing were appropriate and necessary to performance of the referenced contract, and have not previously been billed or paid.

11.8 Payment of Billings

Payment of each bill properly submitted pursuant to Sections 11.6 or 11.7 shall be due within forty (40) working days of receipt thereof; provided, however, that (a) all such payments shall be conditional, subject to post-audit adjustments, (b) final payment for each Rearrangement shall be contingent upon final inspection (and acceptance, where applicable) of the work by the Party billed for such work, which inspection (and acceptance, where applicable) will not be unreasonably withheld or delayed, and (c) MTA may withhold credit amounts due MTA if City has not posted such credits within forty (40) working days after submittal of requests for same by MTA.

11.9 Audit and Inspection

Upon reasonable notice, each Party (and its authorized representatives) shall have reasonable rights to inspect, audit and copy, during normal business hours, the other's records relating to its performance hereunder (and all costs incurred with respect thereto) for each Transit Project, from the date hereof through and until expiration of three (3) years after the accepted completion of all Rearrangements for such Transit Project, or such later date as is required under

other provisions of this Agreement. Examination of a document or record on one occasion shall not preclude further reexamination of such document or record on subsequent occasions. By providing any of its records to the other Party for examination, the Party providing such records represents and warrants that such records are accurate and complete. The Parties shall mutually agree upon any financial adjustment found necessary by any audit. If the Parties are unable to agree on such adjustment, then the matter shall be resolved pursuant to Article 12. City and MTA shall insert into any contracts entered into by City or MTA, respectively, for the performance of work on Rearrangements hereunder the above requirements and also a clause requiring their respective contractors to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, subcontractors and suppliers, the records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

Article 12

Resolution Of Disputes

12.1 Attempt to Resolve

In the event of a claim or dispute arising out of or relating to this Agreement, both parties shall make good faith efforts to resolve the claim or dispute through negotiation.

12.2 Arbitration – No Work Stoppage

12.2.1 Failing a resolution through these good faith efforts, in the absence of good faith efforts to resolve, or in the event the parties are unable to agree upon the terms of such further agreements as are herein required to be executed by the parties, either party may serve upon the other a written demand for arbitration. The parties shall, within ten (10) days thereafter, or within such extended period as they shall agree to in writing, attempt to agree upon a mutually satisfactory arbitrator. If they are unable to agree, each party, prior to the expiration of the ten-day or extended period, shall designate one person to act as arbitrator. The two designated arbitrators shall promptly select a third arbitrator (“neutral arbitrator”) to form a three-person panel. If either party fails to designate its arbitrator within ten days after the date of delivery of the demand for arbitration or the agreed extended period, or if the two designated arbitrators are unable to select a neutral arbitrator within five (5) days after appointment, a neutral arbitrator shall be designated pursuant to Section 1281.6 of the California Code of Civil Procedure who shall hear the matter as the sole arbitrator.

12.2.2 Section 1283.05 of the California Code of Civil is specifically made applicable, but only with respect to those issues not involving work stoppage. A hearing date shall be set as promptly as possible following selection of the arbitrator(s). The arbitrator(s) award shall follow promptly the hearing’s conclusion, shall be supported by law and substantial evidence and the issuance of written findings of fact and conclusions of law. The making of and award failing to comply with the

requirements of the immediately preceding sentence shall be deemed to be in excess of the arbitrator(s)' power and the court shall vacate the award if after review it determines that the award cannot be corrected without affecting the merits of the decision upon the controversy submitted.

12.3. Arbitration – Work Stoppage

12.3.1. In no event shall work be stopped in the event of a claim or dispute, except for reasons of public health or safety or where it is absolutely necessary to first resolve the dispute in order to be able to continue work. In the event that work is stopped, the provisions of this Section 12.3 shall apply. Upon stoppage of work, either party may serve upon the other a written demand for arbitration. A neutral arbitrator shall be immediately designated pursuant to Section 1281.6 of the California Code of Civil Procedure.

12.3.2. No neutral arbitrator shall be selected who is unable to hear the dispute and render a decision within five(5) days after being selected. Notwithstanding Sections 1282.2(b) and Section 1282(e) of the California Code of Civil Procedure (regarding postponement of the hearing), where work is stopped, the neutral arbitrator may not postpone nor adjourn the hearing except upon the stipulation of all parties to the arbitration. The arbitration may proceed in the absence of a party who, after due notice, fails to appear. In addition to all other issues, the neutral arbitrator shall also determine whether it was absolutely necessary to stop and await dispute resolution in order to continue the work, and if it was not so necessary the other party shall be entitled to damages arising out of such work stoppage, which damages shall also be determined by the neutral arbitrator. The provisions set forth in Section 12.2.2 hereof as to the making of the award shall also apply.

12.4 Impartiality of Arbitrator

No person shall act as neutral arbitrator who in any way has any material financial or personal interest in the results of the arbitration. Failure to disclose any such interest or relation shall be grounds for vacating the award.

12.5 Compensation of the Arbitrator

Each party shall pay the expenses and fees of the arbitrator it selects. The expenses and fees of the neutral arbitrator shall be paid with the provisions of Section 1284.2 of the California Code of Civil Procedure.

12.6 Other Provisions

Except as is otherwise provided herein, any arbitration under this Article 12 shall be governed by the California Arbitration Act.

12.7 Incorporation of Subcontracts

In order to ensure the timely completion of Rearrangements, City shall include the foregoing or equivalent provision in its agreements with contractors, materials suppliers, equipment renters and others who are involved in effecting Rearrangements.

Article 13 Federal and Other Requirements

This Agreement, as to certain Transit Projects, may be subject to a financial assistance agreement with the U.S. Department of Transportation, Federal Transit Administration, and as such is subject to the following terms and conditions as to such Transit Projects only:

13.1 Audit and Inspection

City agrees to comply with all financial record keeping, reporting and such other requirements as may be imposed as a condition to or requirement of funding obtained by MTA from third parties (provided that MTA gives reasonable notice of such requirements to City). City shall permit the authorized representatives of MTA, the U.S. Department of Transportation, the Comptroller General of the United States, and any other government agency providing funding or oversight on a Transit Project, to inspect, audit and copy, during normal business hours and upon reasonable notice, all cost and other relevant records relating to performance by City, its contractors and subcontractors under any Work Order issued to City for such Transit Project or Rearrangements of City Facilities related thereto, from the date of this Agreement through and until expiration of three years after the accepted completion of all Rearrangements for such Transit Project, or such later date as is required by the rules and regulations of any such government agency (provided that MTA gives reasonable notice of such later date to City). Examination of a document or record on one occasion shall not preclude further examination of such document or record on subsequent occasions. By providing any of its records for examination pursuant to this Section 13.1, City represents and warrants that such records are accurate and complete. City shall insert into any contracts it enters into for the performance of work hereunder the above requirements and also a clause requiring the contractors (or consultants) to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, consultants, subcontractors and suppliers, the records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

13.2 Interest of Members of Congress

No members of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising there from.

13.3 Prohibited Interests

No member, officer or employee of MTA or Commission, or of a local public body, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. To MTA's and City's knowledge, no board member, officer

or employee of MTA has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in the business of City; and if any such interest comes to the knowledge of either Party at any time, a full and complete disclosure of all such information will be made in writing to the other party, even if such interest would not be considered a conflict under Article 4 of Division 4 (commencing with Section 1090) or Division 4.5 (commencing with Section 3690) of the Government Code of the State of California.

13.4 Equal Employment Opportunity

In connection with the performance of this Agreement, the Parties shall not discriminate against any employee or applicant for employment because of age, race, religion, color, sex, sexual orientation, national origin or disability. The Parties shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their age, race, religion, color, sex, sexual orientation, national origin, or disability. Such action shall include, but not be limited to the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

13.5 Disadvantaged Business Enterprise

In connection with the performance of this Agreement, City will cooperate with MTA in meeting all applicable federal regulations with regard to the maximum utilization of disadvantaged business enterprises, and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this Agreement.

13.6 Prior Approval

This Agreement and all amendments thereto are subject to U.S. Department of Transportation, Federal Transit Administration review and approval.

13.7 Non-Discrimination

Without limiting any other provision of this Article 13, City agrees to comply, and to cause all of its contractors who work on projects subject to this MCA to comply, with all applicable non-discrimination laws, rules and regulations, whether imposed by Federal, State or local authority.

Article 14
Miscellaneous Provisions

14.1 Approvals; Further Documents and Actions

14.1.1. Any acceptance, approval, consent, permission, satisfaction, agreement, authorization or any other like action (collectively, "Approval") required or permitted to be given by any Party hereto pursuant to this Agreement or any Work Order:

(a) must be in writing to be effective (except if deemed granted pursuant hereto);

(b) shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval; and

(c) shall be deemed granted if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement or the applicable Work Order commencing upon actual receipt by the Party from which an Approval is requested or required of a request for Approval from the requesting Party.

14.1.2. The Parties agree to execute such further documents, agreements, instruments and notices, and to take such further actions, as may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement.

14.2 Notices

14.2.1. Except as otherwise expressly provided in this Agreement, all notices or communications pursuant to this Agreement shall be in writing and shall be sent or delivered to the following:

To City:

General Manager
Los Angeles Department of Transportation
221 N. Figueroa Street, Room 500
Los Angeles, California 90012
Facsimile No.: (213) 580-1188

To MTA:

Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, California 90012
Facsimile No.: (213) 922-7382

With a copy to:

Deputy Executive Officer, Project Management
Engineering and Construction Division
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Facsimile No.: (213) 922-7447

Any notice or demand required shall be given (a) personally, (b) by certified or registered mail, postage prepaid, return receipt requested, (c) by confirmed fax, or (d) by reliable messenger or overnight courier to the address of the respective Parties set forth above. Any notice served personally shall be deemed delivered upon receipt, served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier, or five (5) working days after deposit in the United States mail. City or MTA may from time to time designate any other address or addressee or additional addressees for this purpose by written notice to the other Party.

14.2.2. The Parties may also designate other procedures for the giving of notice as required or permitted under the terms of this Agreement, but each alternate procedure shall be described in writing and signed by the MTA Representative and the City Representative.

14.3 Assignment; Binding Effect

Neither Party shall assign its interest in this Agreement without prior consent of the other Party. Any permitted assignment shall bind and inure to the benefit of the respective successors and permitted assigns of the Parties.

14.4 Waiver

The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce the same. No waiver by any Party of any condition, or of any breach of any term, covenant, representation, or warranty contained herein, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or waiver of any other condition or of any breach of any other term, covenant, representation or warranty.

14.5 Amendment; Entire Agreement; Modification

(a) This Agreement Supplements the Original 1991 Agreement. As of the Effective Date, the provisions of this Agreement supplement the former provisions, set forth in the Original Agreement, by the addition of the Design Build method of Project delivery.

(b) This Agreement may not be amended, modified, superseded or canceled, nor may any of the terms, covenants, representations, warranties or conditions hereof be waived, except by a written instrument executed by both parties.

14.6 Elements of Essence

In accomplishing all work and performing all other acts required under this Agreement, time, and Public health, safety, and welfare are of the essence.

14.7 Legal Rights

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The rights and remedies of MTA and City for default in performance under this Agreement, the SPP or any Work Order are in addition to any other rights or remedies provided by law.

14.8 Bonds/Fees.

Except as specifically agreed to in this Agreement and only as specified in the SPP prepared for every individual Project, City waives and relinquishes all of its requirements, if any, to seek or obtain bonds, fees or other security or payments from MTA or its contractors.

14.9 Severability

In the event that any portion hereof is determined to be illegal or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect.

14.10 Gender and Tense

As used in this Agreement, the masculine, feminine and neuter genders, and the singular and plural numbers shall each be deemed to include the other or others whenever the context so indicates.

14.11 Headings

The headings, which appear at the commencement of each article and section, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between any heading and the article or section itself, the article or section itself and not the heading shall control as to construction.

14.12 Incorporation of Exhibits

Every exhibit to which reference is made in this Agreement is hereby incorporated in this Agreement by this reference.

14.13 Counterpart Originals

This Agreement may be executed in any number of counterparts, each of which bearing the required wet signatures shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

14.14 Force Majeure

Neither Party shall be held liable for any loss or damage due to delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence; such causes may include acts of God, acts of civil or military authority, government regulations (except those promulgated by the Party seeking the benefit of this section), embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances or unusually severe weather conditions; provided, however, that lack of funds or funding shall not be considered to be a cause beyond a Party's control and without its fault or negligence. The foregoing events do not constitute force majeure events where they are reasonably foreseeable consequences of Construction. If any of the foregoing events occur, City agrees, if requested by MTA, and if deemed possible and feasible by the City, to accelerate its efforts hereunder if reasonably feasible in order to regain lost time, so long as MTA agrees to reimburse City for the incremental actual costs of such efforts.

14.15 Construction

The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the Parties.

14.16 Benefit

No provisions of this Agreement shall create any third-party beneficiary hereunder, or authorize anyone not a party hereto to maintain a suit for personal injury or property damage pursuant to the terms or provisions hereof, except to the extent that specific provisions (such as the indemnity provisions) identify third parties and state that they are entitled to benefits hereunder.

14.17 Survival

The representations, warranties, indemnities and waivers set forth in this Agreement shall survive the termination, for any reason whatsoever, of this Agreement.

14.18 Maintenance of Records

City agrees to keep and maintain (and to require all contractors and subcontractors connected with performance of this Agreement to keep and maintain) records showing actual time devoted and all Costs incurred in the performance of all work subject to a Work Order under this Agreement until three (3) years after the accepted completion of all Rearrangements for such Transit Project, or until such later date as is required under other provisions of this Agreement; provided, however, that if any actions brought under the dispute resolution provisions of this Agreement have not been finally resolved by the foregoing deadline, then any records which pertain to any such actions shall be maintained until such actions have been finally resolved.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above.

CITY OF LOS ANGELES

MTA

By: James K. Hahn DEC 18 2002
James K. Hahn, Mayor

By: Roger Snoble
Roger Snoble
Chief Executive Officer

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Rockard J. Delgadillo, City Attorney

Lloyd W. Pellman
County Council

By: [Signature]
Assistant City Attorney

By: Charles M. Safer
Charles Safer
Deputy

By: _____
Assistant City Attorney

Attest: J. Michael Carey, City Clerk

By: Vera Mendez
Deputy



1-21-03

C-104288



RIDER TO COOPERATIVE AGREEMENT

Restrictions on Lobbying

After due inquiry the undersigned certifies on behalf of the City of Los Angeles (the "City"), to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the City, to any person for influencing or attempting to influence an officer or employee of any agency, as defined in Title 31 U.S.C. Section 1352(h)(2) (hereinafter "agency"), a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

(3) The City shall require that the language of this certification shall be included in the award documents related to projects governed by this agreement for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which the MTA materially relied in entering into this Agreement. Submission of this certification is a prerequisite for entering into this transaction imposed by Title 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Pursuant to Title 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

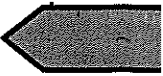
The City certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the City understands and agrees that the provisions of 31 U.S.C.A. 3801, et seq., apply to this certification and disclosure, if any.

Dated: DEC 18 2002

"City of Los Angeles"

By: 

EXHIBIT A
SPECIAL PERMITTING PROCESS (SPP)



Department of Public Works

Bureau of Engineering
Bureau of Contract Administration
Bureau of Sanitation
Bureau of Street Lighting
Bureau of Street Services

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July 26, 2002

CD Nos. 2,3,4,5, and 6

LOS ANGELES SAN FERNANDO VALLEY BUS RAPID TRANSIT PROJECT - SPECIAL PERMITTING PROCESS AND WAIVER OF CERTAIN PERMIT FEES FOR CONSTRUCTION OF SAN FERNANDO VALLEY BUS RAPID TRANSIT PROJECT WITHIN THE PUBLIC RIGHTS-OF-WAY (W.O. E6000859)

RECOMMENDATIONS

1. Authorize the Los Angeles County Metropolitan Transportation Authority (MTA), successor to the Los Angeles County Transportation Commission (LACTC), to construct City facilities called for by the design/build San Fernando Valley Bus Rapid Transit Project (MTA Contract No. C0675) (PROJECT) within the public rights-of-way, within City limits, in accordance with the Master Cooperative Agreement (MCA) for the design/build method of project delivery for rail and busway transit projects (MCA Design/Build) entered into by MTA and the City of Los Angeles on XX/XX/XXXX.
2. Waive certain permits, fees, and restrictions listed in this report subject to the conditions contained herein. Fees assessed for unauthorized street or lane closures are not waived (nor included in the Bus Rapid Transit Project Contracts) and the contractor(s) is subject to enforcement action by the Bureau of Street Services, Street Use Inspection Division.
3. Adopt this [Special Permitting Process and Waiver of Certain Permits and Fees (SPP)] subject to the condition that it shall be effective concurrently with the Master Cooperative Agreement (Design/Build) dated XX/XX/XXXX.
4. Forward a copy of this report to the MTA (One Gateway Plaza, Los Angeles, CA 90012-2932) and to the City Council for their information.

TRANSMITTALS

1. MTA letter dated July 26, 2002.

2. Master Cooperative Agreement for the Design/Build Method of Project Delivery of Rail and Busway Transit Projects (MCA Design/Bid) between the City and the LACMTA approved by City Council on XX/XX/XXXX.
3. Project Route and Station Location Plan for the PROJECT.
4. Copy of SPP Notification Matrix of agencies to be contacted by the MTA or its contractors.
5. Copy of the Preliminary Schedule for design and construction of the San Fernando Valley Bus Rapid Transit Project.

DISCUSSION

The Los Angeles County Metropolitan Transportation Authority (MTA) is the governmental agency responsible for the design and construction of all Rail Transit and Bus Rapid Transit Projects in the County of Los Angeles. MTA has consummated a Master Cooperative Agreement with the City for design/build method of project delivery for rail and busway transit projects.

The MTA has requested your Board to approve a special permitting process (SPP) for construction of the PROJECT within the public rights-of-way and easements (Transmittal No. 1). As used in this report, [public rights-of-way] generally refers to property dedicated for use by the general public for travel, which includes sidewalks, parkways, and roadways. The SPP will apply to public streets and public easements as defined in Section 62.00 of the Los Angeles Municipal Code. The Final Supplemental Environmental Impact Report for the San Fernando Valley Bus Rapid Transit Project was approved by the MTA Board on February 28, 2002.

The PROJECT alignment consists of a 14-mile long route extending in an easterly direction from a planned Warner Center Hub at Victory Boulevard and Variel Avenue to the existing Metro Red Line North Hollywood Station at Chandler Boulevard and Lankershim Boulevard. The at-grade busway will largely be constructed within the former Southern Pacific Railroad Burbank-Chandler railroad right-of-way and follows the route as shown on Transmittal No. 3, [Project Route and Station Location Plan].

Normally, various permits, bonds, insurance, and fees are required for work in the public rights-of-way to ensure performance, quality control, safety, and protection against liability problems. Pursuant to Article XXX of the MCA (Design/Build), the parties have agreed that the City shall issue a [Special Permitting Process and Waiver of Certain Permit Fees to cover certain work on public rights-of-way. Certain permits, fees, and normal requirements for project construction may be waived. In particular, lateral support bonds and liability insurance normally required for excavation work may be waived since they are covered in Article XX, (Indemnity and Warranty

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Section), of the MCA (Design/Build).

Nothing in this SPP shall relieve the MTA and/or its contractors from plan checks, permits, or inspections required by the Los Angeles Police Department, and plan checks, permits, or inspections required for fire and life/safety matters by the Fire Department, i.e., hazardous materials soil removal, abatement of hazardous material storage tanks, special extinguishing systems, State Fire Marshal Code requirements, etc.

All City staff costs for design review, coordination, construction inspection and testing are to be reimbursed by the MTA through City Work Authorizations, as specified in Article XX of the MCA (Design/Build).

This Report is intended to serve as a [Special Permitting Process and Waiver of Certain Permit Fees] for the PROJECT and for the permits and restrictions listed below:

- A-Permits
- B-Permits
- U-Permits
- Revocable Permits
- Encroachment Permits
- Holiday Season Restrictions*
- Street Lane Closure Permits
- Excavation Permits
- Lateral Support Bonds
- Liability Insurance
- Sewer Connection Permits*
- Sewer Facilities Charges*
- Sewer Services Charges*
- City Storm Drain Connection Permits*
- Street Tree Permits*
- Discharge of Excess Water into Street Permits
- Rail Transit Construction Traffic Management Committee fees*
- Building Material Permits*
- Overload Permits*

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Industrial Waste Permits*

Revocable Encroachment Permits*

*See Text for Clarification

Note Re: Holiday Season Restriction Permits

It is a common procedure during each holiday season to restrict issuance of permits on certain streets in commercial shopping areas. No work connected with the project will be subject to such restriction, including the actual project construction or advance utility relocations required to accommodate the PROJECT. However, pursuant to Article XXX of the Agreement, the MTA shall make available certain streets for any special event that requires the use of those streets that have been specified in Project contract documents.

Note Re: Sewer Facilities Charges and Sewer Service Charges

In the event that MTA constructs a new to-be-occupied building and connects that building to the City's sanitary sewer system, or changes the use of an existing facility, the MTA will pay customary Sewer Facilities Charges and Sewer Service Charges applicable to its occupancy. Sewer Connection Permits, Storm Drain Connection Permits, Private Revocable Encroachment Permits, Industrial Waste Permits, Overload Permits, Building Material Permits, Street Tree Permits, Rail Transit Construction Traffic Management Committee approval, if applicable, are still required and must be obtained by the individual contractors or MTA. These permits shall be no-fee permits but costs incurred by the City as a result of permit issuance, i.e., plan review, inspection, and testing will be paid by MTA through the reimbursement procedure covered in Article XX of the MCA (Design/Build).

As part of the design process for the PROJECT, MTA may require geotechnical borings along the proposed route and its immediate vicinity. MTA or its geotechnical contractors will still be required to obtain Excavation and [A] Permits for these borings. However, permit charges such as plan check fees, inspection and testing fees will be paid by MTA through the reimbursement procedure covered under Article XX of the MCA (Design/Build).

All costs incurred by the City to issue permits or other approvals and perform required inspections and testing will be paid by the MTA through the reimbursement procedure covered in Article XX of the MCA (Design/Build).

Pursuant to the Agreement, the MTA will be responsible for delivering [As-Built] drawings for all new, relocated, and abandoned utilities and City Facilities required by the PROJECT construction.

The [Special Permitting Process] concept is consistent with the MCA (Design/Build) and is subject to the terms and conditions of that Agreement. Through reimbursable City work authorizations, the

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Rearrangement of City Facilities will be reviewed and approved by the City Engineer or his authorized representatives, and by the other affected Bureaus and Departments. Similarly, construction of City-owned facilities, and the excavation, trench repair, backfill and structural section over utility company facilities will be inspected by the Bureau of Contract Administration (BCA) and tested as necessary.

Individual utility companies doing advance relocation work, prior to the Notice to Proceed (NTP) for the individual Project construction contracts are required to obtain individual excavation or [U] Permits. This permit requirement is waived after the issuance of the [NTP] for all the utility work within the contract limits of work as shown on MTA's unit construction plans that are reviewed and approved by City Staff. Worksite Traffic Control Plans may be required. Change orders and new work on City Facilities not shown on City approved MTA construction plans shall be reviewed and approved by the City (refer to 2nd paragraph of Condition No.1) prior to permit issuance. It is the intent of this report to expedite and assist the MTA in the construction of the PROJECT. Issues not covered in this report, if they arise, will be discussed and resolved between the MTA and the appropriate level of City staff.

MTA will comply with all of the following conditions:

CONDITIONS

1. MTA shall be responsible for the relocation/rearrangement work for all [conflicting] sewer, street, storm drain, street lighting, structural, traffic signal, striping, signing, and other utility facilities affected by the San Fernando Valley Bus Rapid Transit PROJECT. Such work is to be designed and constructed in accordance with current City Standard as described in the MCA (Design/Build).

The City Engineer, Bureau of Engineering (BOE), is the designated City representative for the review and approval of street, sewer, storm drain, and structural plans within public rights-of-way. The Director, Bureau of Street Lighting (BSL), is the designated City representative for the review and approval of street lighting plans. The General Manager, Department of Transportation (LADOT), is the designated City representative for the review and approval of traffic plans. All reviews shall be undertaken in accordance with the MCA (Design/Build).

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MTA shall provide "As-Built" drawings within 60 calendar days of the completion of the work on either temporary or permanent sewer, storm drain, utility relocations, bridges over or tunnels under public ways, and other facilities to the Bureau of Engineering, Bureau of Street Lighting, and the Los Angeles Department of Transportation. On street lighting work which changes an existing street lighting circuit, MTA shall provide "Red Line Mark up As-Built" drawings within 10 calendar days of the circuit change. On traffic signal work which changes conductor runs, loop locations, equipment locations or signal phasing, MTA shall provide "Red Line Mark up As-Built" drawings within 10 calendar days of the change. Striping plans must be continuous (not segmented) and include signage restoration as determined or approved by LADOT. These plans shall be prepared in a format jointly acceptable to the Bureau of Engineering, Bureau of Street Lighting, LADOT, and MTA.

2. MTA shall include all the necessary and appropriate conditions listed in this report as part of the Project Construction Contract Specifications that governs work in the public rights-of-way:
3. MTA shall ensure that the design of all shoring and lateral support on public rights-of-way is performed in accordance with mutually agreed upon design standards and criteria. MTA shall be responsible for the review and approval of its contractor's designs for decking, shoring and lateral support, including soils reports and engineering calculations. MTA shall submit a signed Certification, with two sets (record copy) of decking, shoring, and lateral support system plans and calculations to the Bureau of Engineering not less than 60 calendar days prior to the start of construction. All submittals are to be signed and stamped by a California Registered Structural Engineer.
4. MTA shall ensure that, where required, temporary decking or plating in areas open for use by the public for cut-and-cover construction shall not be of exposed timber and shall be designed for the maximum loads anticipated for that location but not less than an AASHTO HS20-44 loading. The decking surface shall have a minimum dynamic friction factor of 0.35 for skid resistance as measured by California Test Method No. 345, and a minimum static friction factor of 0.60 for slip resistance as measured by ASTM C1028 to provide safe operating conditions for vehicular and pedestrian traffic under both wet and dry conditions. The decking surfaces shall be tested for dynamic and static friction values by the General Services Department for compliance with established standards as necessary. The end ramp profiles, methods of anchorage, and decking/street drainage provisions and traffic barrier/curb installations shall be submitted to the Bureau of Engineering and LADOT for review and approval not less than 30 calendar days prior to start of deck installation. The decking surface conditions shall be installed and maintained to the satisfaction of the LADOT General Manager, the Inspector of Public Works and the City Engineer.
5. MTA shall require its contractors to submit their haul route and overload permit applications, with route maps, to the Bureau of Engineering, Structural Engineering Division, Bureau of

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Street Services, and Department of Transportation; in all cases, and the Department of Building and Safety, for excavation on private property exceeding 1,000 cubic yards only, for review and written approval. Such submittal shall clearly state the proposed haul route(s), truck staging area(s) truck size, truck volumes/hour and the duration of the hauling operation and shall be submitted not less than 30 calendar days prior to the actual commencement date of the hauling operations. Haul routes may be authorized for an initial 60-day period and renewal(s) up to a six (6) month period.

6. MTA or its contractors shall prepare Worksite Traffic Control Plans (WTCP), Traffic Circulation Plans (TCP), Traffic Detour Plans (TDP), and Traffic Management Plan (TMP) and submit to LADOT for review and approval. A 30 Calendar day review period shall be allowed for LADOT review and approval. Any emergency street closure shall require notifications by the Contractor in accordance with the SPP Notification Matrix.
7. MTA shall require its contractors to provide advance notification to LADOT in accordance with the SPP Notification Matrix before implementing any street, traffic lane, or sidewalk closures for which the construction plans has been reviewed and approved by the City. Street, lane, and sidewalk closures and detours shall be consistent and compatible with the approved TDPs and WTCPs unless emergency circumstances occur. Advance public notification signage of street closures must be posted seven (7) days in advance of closure. Full Street Closures require Board of Public Works approval. Advance public notification signage of street parking restrictions must be posted three (3) days in advance of restriction implementation.

MTA shall require that its contractors be responsible for installation, maintenance and removal of all traffic control devices and markings required in the approved WTCP, TCP and TDP's.

MTA shall obtain written approval from LADOT for any work impacting traffic on City streets or affecting existing traffic signal equipment or its operation in any way that is not covered by the approved WCTP and signal plans. MTA shall submit to LADOT justification for the work with necessary Worksite Traffic Control Plan(s), Traffic Circulation Plan(s), Traffic Management Plans and/or Traffic Signal Plan(s) to maintain traffic and signal operation while performing this work. These plans shall be prepared pursuant to LADOT's current standards. MTA shall require its contractors to provide advance notification in accordance with the SPP Notification Matrix, unless otherwise permitted, before implementing such plans.

MTA shall require its contractor(s) to inform LADOT and the Bureau of Street Services (BSS) of Project emergencies or accidents that impact the operation of the City's surface street system in accordance with the SPP Notification Matrix.

8. MTA shall require its contractors to minimize City street closures. MTA shall not allow any public rights-of-way authorized for closure to be used by its employees or contractors for parking their personal vehicles unless otherwise authorized in writing by the Bureau of Engineering and LADOT.
9. MTA shall require its contractors to notify the B-Permits Section of the Structural Engineering Division at (213) 847-8987 or 847-8989 and the Bureau of Street Services, Street Use Division at (213) 485-3711 of areas with decking, excavation work or partial street closures that will affect previously approved haul route/overload permit.
10. MTA shall require its contractors to continuously provide safe and adequate pedestrian access and circulation throughout the construction areas. Pedestrian crossings for streets at construction areas shall be provided with adequate signage to direct pedestrian traffic through the construction areas. To accommodate pedestrians, the minimum unobstructed ~~tempary~~ walkway width shall be 5 feet unless otherwise approved by LADOT. MTA shall maintain pedestrian access and traffic circulation to all residences, businesses and schools adjacent to the construction area. Accessible routes for physically disabled pedestrians shall be maintained at all times during construction. Temporary pedestrian lighting shall be provided as indicated in Section 22 of these conditions.
11. MTA and its contractors shall take necessary measures to continuously control nuisance dust, in accordance with Regulation 403, [Air Quality Management District Standards], and the [Standard Specifications for Public Works Construction], Sections 7-8.1 and 7-8.2. MTA or its contractor(s) also shall remove Project-generated mud and dirt from haul routes, sidewalks, and other City streets as required by City Standards.
12. MTA and its contractor(s) shall ensure that Project discharges to the City's storm drain system comply with the requirements of the Project NPDES Permit and the Los Angeles Municipal Code Section No. 64.30. Project discharges shall be tested as necessary.
13. MTA shall ensure that its contractors comply with applicable Local, State, and Federal regulations for the disposition of wastewater spills caused by construction activities or contaminated soil or water encountered during boring, excavation, and grading operations, etc. All costs and other liabilities shall be borne by MTA and its contractor(s). The Bureau of Sanitation (BOS) shall be immediately notified of any wastewater spill in accordance with the Notification Matrix. Potentially contaminated soil or groundwater encountered shall be tested

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as necessary and mitigation measures established.

14. MTA shall ensure that its contractors obtain any necessary City Storm Drain Connection and Sewer Connection Permits from the Bureau of Engineering - Permits and Assessments Division; Overload Permits from the Bureau of Engineering - Structural Engineering Division; Building Materials Permits and Overload Permits from the Bureau of Street Maintenance; and Industrial Waste Permits from the Bureau of Sanitation. Permits for work on private property shall be obtained from the Department of Building and Safety. MTA shall also ensure that any and all other permits that may be required by other City Departments are obtained.
15. When requested by the Bureau of Engineering, MTA shall assist private property owners in processing requests for Revocable Permits from the City for any existing or MTA sponsored private encroachments in the public rights-of-way within the Project limits.
16. MTA and its contractor(s) shall notify Underground Service Alert not less than two (2) working days nor more than ten (10) working days before each excavation.
17. MTA shall require its contractors to provide ten (10) working days notification to the Wastewater Collection System Division of the Bureau of Sanitation before initiating any work on operating City sewers or storm drains.
18. MTA shall request written City approval for changes to contract documents that affect City public works Facilities. Plans and appropriate justifications shall be submitted for City approvals as contract addenda, change orders, contractor plans, or shop drawings. Where unanticipated conditions require immediate action, MTA shall notify City of the condition, so that appropriate City officials can be available to work with MTA representatives on site to define an acceptable plan and (if appropriate) provide verbal approval to prevent delays to the Project. MTA shall follow up within ten (10) calendar days with documentation of the decisions made.
19. All work for restoration, relocation, and rearrangement of utility company facilities within the public rights-of-way and City Facilities shall be subject to testing, continuous inspection, and approval by inspectors from the Bureau of Contract Administration, Department of Public Works. Inspection and testing shall be arranged with the Bureau of Contract Administration (BCA) dispatcher and the LADOT Traffic Signal Inspector in accordance with the SPP

Notification Matrix. The Inspector will notify MTA and its contractors of the critical [hold] points at which the presence of the Inspector will be required before proceeding with the work. The Inspector shall furnish directions to the contractor through the MTA Representative or his designee.

20. MTA, upon completion of the work in Condition No. 19, shall arrange for incremental subsurface and surface final inspections by notifying the Inspector of Public Works of what work is required to be final inspected and which plan sheets and change orders are applicable. Thereafter, final inspection shall be made as soon as possible. If the work is found to be in compliance with the approved plans and specifications, the City will furnish its acceptance in writing. However, if corrective work is found to be necessary to conform with the plans and specifications, a final correction list will be issued by the Inspector of Public Works and MTA shall direct or perform such corrective work at its own expense. Further inspection will be required for any corrective work noted on the Final Inspection Correction List.
21. MTA shall require its contractor(s) to provide a qualified electrical contractor to construct and maintain street lighting and traffic signal facilities within the traffic control zone, to perform any modification in accordance with approved plans, and to repair any damage caused by MTA contractor(s) outside the worksite. MTA shall require its contractor(s) to immediately notify the Inspector of Public Works and LADOT in accordance with the Notification Matrix, and to investigate all reported traffic signal damage, malfunction and outages, and to complete all repairs necessitated by MTA construction activities within 24 hours or as soon as reasonably possible.

MTA shall also require its contractors immediately to investigate all reported street light outages and affected street lighting circuits within one block surrounding the Transit construction site.

MTA shall require its contractor(s) to contact the Bureau of Street Lighting (BSL) and the Inspector of Public Works regarding all street lighting outages in accordance with the Notification Matrix. MTA shall require its contractor(s) to repair all street light outages and circuits attributable to MTA's construction activities within 48 hours. Liquidated Damages shall commence when such lights are out for the third night.

22. Other Street Lighting Conditions:

- a. Temporary Street Lighting - MTA shall require its contractors to install and energize temporary street lighting prior to removing any permanent street lighting from service on streets open to public use. MTA and its contractor shall be responsible for installation, operation, maintenance, and removal of the temporary street lighting system. City shall have the right to require additional temporary lighting where obstructions or other

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conditions of construction are determined by City to warrant additional temporary lighting.

Except with respect to minor modifications, a temporary street lighting plan shall be submitted to the Bureau of Street Lighting (BSL) for approval not less than thirty (30) calendar days prior to any work on the existing street lighting system. The temporary street lighting plan shall be signed and stamped by a licensed professional Electrical or Civil Engineer. The temporary street lighting plan shall also include pedestrian lighting where required by BSL.

- b. MTA shall require its contractor(s) to set and hold a pre-construction meeting with BSL not less than 30 calendar days prior to starting any work on the existing street lighting system.
- c. MTA shall require its contractor(s) to notify Bureau of Contract Administration (BCA) and BSL in accordance with the Notification Matrix not less than ten (10) days prior to the removal of any existing street lighting from operation. If there is traffic signal equipment on the street light, the contractor shall also notify LADOT in accordance with the Notification Matrix. This is to allow all parties to review and document the condition of the existing street lights, prior to removal, storage, and reinstallation. If notification is not done, all streetlights will be assumed to be in undamaged condition. Additionally, this will allow all parties to document when the existing lights are removed, for the purposes of reimbursement of the MTA or its contractor for normal operating costs.
- d. Whenever changed conditions that affect BSL circuits are discovered or minor modifications are required, MTA shall immediately notify BSL. BSL will provide construction support to MTA to resolve the problems. MTA shall require its contractor(s) to submit circuit diagrams indicating the agreed upon street lighting circuit changes to BSL for their records. The diagrams shall be signed and stamped by a licensed professional Electrical or Civil Engineer. MTA shall maintain a complete set, and shall distribute copies to the construction management consultant and the contractor.
- e. BSL shall approve the shop drawings and equipment material list submittal for approved street lighting plans and shall review and approve all changes to the approved street lighting plans prior to the construction.

- f. Where necessary due to overload concerns caused by increased load on an existing circuit, MTA's contractor(s) shall furnish power for all temporary lighting circuits. These temporary circuits shall be completely separate from permanent street lighting circuits. MTA or its contractor shall pay all costs for temporary lighting circuits; however, BSL shall reimburse MTA for the amount of normal street lighting electricity bills otherwise charged by the Department of Water and Power. Where a temporary lighting circuit is required, MTA contractor(s) may use power from the existing circuit with approval from DWP and BSL. MTA or its contractors shall be responsible for any increased power costs while temporary circuits are in use.
 - g. MTA shall require its contractor to notify BSL and BCA in accordance with the Notification Matrix prior to working on series circuits. This notification should take place at the same time that a request for electrical clearance is made to the Department of Water and Power.
 - h. MTA shall require its contractor(s) to obtain the subcontract services of an underground utility locating service company, bonded for this purpose, to locate and mark all street lighting facilities.
23. MTA or its contractor(s) shall obtain Street Tree Permits, for both Street Tree removals and plantings from the Street Tree Division of the Bureau of Street Services (BSS). The Bureau will specify the species and sizes of replacement Street Trees, and will tag replacement Street Trees. The Bureau of Contract Administration (BCA) will inspect the removal and replacement installation of all Street Trees. "Street Trees" are those trees owned and to be maintained by the City.
24. MTA shall require its contractors to make a "Good Faith Effort" to restrict all construction activity affecting City rights-of-way to the duration and periods specified in the Traffic Management Plan (TMP) and Worksite Traffic Control Plans approved by LADOT. The contractor shall submit an official written request through MTA to LADOT, detailing any need for extending construction work in City rights-of-way beyond the specified durations approved by LADOT. This request should be submitted at such time as the contractor reasonably becomes aware of the need for an extension, but no less than ten (10) Working Days prior to the end of the approved period.
25. MTA shall require its contractor(s) to provide, upon request from the City and at no cost to the City, to the extent provided for in the MCA (Design/Build), appropriate restoration and/or clean-up of City rights-of-way within the San Fernando Valley Bus Rapid Transit Project work area to make them vehicular and pedestrian safe and accessible to accommodate annual or Special Events that require the use of those portions of the streets.

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26. MTA shall require its contractors to comply with Section 41.40 of the Los Angeles City Municipal Code (LACMC) - [Noise Due to Construction Excavation Work - When Prohibited] and Chapter XI of the LACMC - [Noise Regulation].

MTA shall require its contractors to notify the City's Bureau of Contract Administration in accordance with the SPP Notification Matrix prior to performing work on Sundays or Holidays. MTA shall require its contractor(s) to apply for and to secure from the Police Commission permission for contemplated night, Sunday and Holiday work.

27. Failure of MTA or its contractors to comply with any of the above conditions or with Article XX (Work Authorization and Billings) and Article XX (Reimbursements) of the MCA (Design/Build) shall subject this Special Permitting process to review, suspension and/or revocation by the Board of Public Works and may subject all other approved Special permitting processes for other projects subject to review and/or revocation.

This report has been reviewed and approved by the Rail Transit Construction Impact Area Traffic Management Committee pursuant to Section 62.250 of the Los Angeles Municipal Code.

This report has been reviewed and approved by the offices shown below without objection to it.

(PLR WHH VO WAR OEN RJB JL)

Report reviewed by:

Respectfully submitted,

WCED, DSD(Valley District), PMD, SED,
GED, SUR, DOT, RED, CITY ATTORNEY,
CD Nos. 2,3,4,5 & 6

Vitaly B. Troyan, P.E., City Engineer
Bureau of Engineering

Report prepared by:
Street/Stormwater Program
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Philip L. Richardson

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Inspector of Public Works

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Philip H. Reed, Director
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CITY OF LOS ANGELES
SPP NOTIFICATION MATRIX
SAN FERNANDO VALLEY BUS RAPID TRANSIT PROJECT

ITEM	OFFICE TO NOTIFY/CONTACT	REQUIRE NOTICE (WORKING DAYS)
DEPARTMENT OF TRANSPORTATION (LADOT)		
Work on signal-controlled intersection	Traffic Signal Inspector Valley Area ATSAC Project Engineer West Valley District Engr (west of Rte 405) East Valley District Engr (east of Rte 405) Metrorail Section	(818) 756-8414 (213) 485-2815 (818) 756-8784 (818) 756-8441 (213) 485-2610
		3 See note No. 6
Traffic signal shutdown	Shutdown Request Line	(213) 485-9161
		See note No. 2 below
Traffic signal and interconnect damage	Signal Superintendent Daytime After Hours West Valley District Engr (west of Rte 405) East Valley District Engr (east of Rte 405) Metrorail Section	(213) 847-2991 (213) 485-2046 (818) 756-8784 (818) 756-8441 (213) 485-2610
		Immediate See note No. 6
Parking meter damage	Parking Meter Supervisor Metro Rail Section	(213) 485-2273 (213) 485-2610
		Immediate See note No. 6
Parking meter head removal and replacement	Metro Rail Section	(213) 485-2610
		5 See note No. 6
Traffic sign removal, relocation and replacement	Metro Rail Section	(213) 485-2610
		10 See note No. 6
Changes relating to temporary striping	Metro Rail Section	(213) 485-2610
		If City 10 If Contractor 5 See note No. 6
Final traffic striping, signing and pavement marking	Metro Rail Section	(213) 485-2610
		If City 10 If Contractor 5 See note No. 6
Street Closures: Traffic Management Plan/Traffic Control Plan	Metro Rail Section	(213) 485-2610
		10 See note No.3 and 6
Temporary Traffic lane closure (no striping changes) or sidewalk closures. Temporary no stopping no parking restrictions NEEDED.	Metro Rail Section	(213) 485-2610
		5 See note No. 6
Temporary Traffic lane closure (no striping changes) or sidewalk closures. Temporary no stopping no parking restrictions NOT REQUIRED.	Metro Rail Section	(213) 485-2610
		2 See note No. 6
Return of salvage traffic signal equipment	Metro Rail Section Material Control	(213) 485-2610 (213) 580-5477
		5 See note No. 6

- (1) All notifications required by this Notification Matrix may run concurrently with plan approvals, provided, however, City shall have given its actual approval of service closures or work before commencement and plan requirements otherwise have been met.
- (2) Prior to 9 AM of the preceding Work Day; for Mondays, by 9 AM of the preceding Thursday. Shut downs given on Monday, Tuesday, Wednesday and Thursday, 9 AM to 3 PM; not on Fridays and Holidays.
- (3) Complete full closure of a street requires a formal Board report for review and approval by the City of Los Angeles Board of Public Works. Please allow forty (40) working days for this process.

ITEM	OFFICE TO NOTIFY/CONTACT		REQUIRE NOTICE (WORKING DAYS)
Placement of temporary "No Stopping/No Parking" signs	Metro Rail Section	(213) 485-2610	5
Information copies of new or revised haul route application, deck plans, temporary street lighting plans	Metro Rail Section	(213) 485-2610	7
Parking enforcement and intersectional control	Communications 24 Hour No.	(213) 485-4184	Emergency Only
Accidents and Emergencies	West Valley District Engr (west of Rte 405)	(818) 756-8784	Immediate
	East Valley District Engr (east of Rte 405)	(818) 756-8441	
	Metrorail Section	(213) 485-2610	
BUREAU OF CONTRACT ADMINISTRATION (BCA)			
Inspection of all relocations and rearrangements, street traffic lane closures or any other work in the public right-of-way	Dispatcher	(818) 756-8335	Before noon on the Work Day prior to any work.
Inspection of items fabricated offsite, inspection of concrete or AC at batch plants and street light circuit clearance (daily).	Dispatcher	(818) 756-8335	Before noon on the Work Day prior to any work Also see Note No. 5 below
Final inspection of all relocations and rearrangements or any other work in the public right of way		(818)756-9199 or 9190	3 See Note No. 4 below
BUREAU OF ENGINEERING (BOE)			
New or revised Overload permits	SED - B Permits Section	(213) 8478987 (213) 847-8989	7 See note No. 6
BUREAU OF STREET SERVICES (BSS)			
Traffic lane closures, full street closures, overload routes and potential overload permit applications by others.	Street Use Inspection Division	(213) 485-3711	3 Also see Note No. 3 on Page 1
Street Tree Permits	Street Tree Division	(213) 485-5675	10 See note 7
Haul Route/Overload permits	Street Use Inspection Division, Debra Scott, Senior Inspector	(213) 847-3737	7
DEPARTMENT OF WATER AND POWER (DWP)			
Multiple service power source	Street Lighting Maintenance	(213) 367-9908	10 See note No. 6
Circuit clearance (daily)	Street Lighting Maintenance	(213) 367-9966	3 See note No. 6
Damage and/or loss of service	Power Service and Water Service	(213) 367-4211	Immediate See note No. 6
LOS ANGELES FIRE DEPARTMENT (LAFD)			
Full street closures, traffic lane closures, and TMP implementation	Operation Center	(213) 485-6185	Concurrent with DOT notice

- (4) Final inspection must be coordinated with the knowledge that a maximum wait for one (1) week prior to the inspection may occur.
- (5) Inspection of Items fabricated offSite may require an approved shop drawing and a minimum of three (3) working days advance notice. Please call Material Control Group of Bureau of Contract Administration at (213) 580-1390.
- (6) Concurrently notify the Bureau of Contract Administration.

ITEM	OFFICE TO NOTIFY/CONTACT		REQUIRE NOTICE (WORKING DAYS)
LOS ANGELES POLICE DEPARTMENT (LAPD)			
Permits for work anytime on Sundays, Weeknights between 9 PM and 7 AM, and Saturdays or National Holiday; between 6 PM and 8 AM.	Traffic Coordination Section, Noise Enforcement Team	(213) 473-7840	25 See note No. 6
Full street closures and TMP implementation.	Street Closures only Communication	(213) 485-4011 (213) 485-2681	Concurrent with DOT notice
BUREAU OF STREET LIGHTING (BSL)			
Work on existing street lighting circuit (series or multiple).	Department of Water and Power	(213) 367-9966	5 See note No. 6
Delivery of street lighting equipment or return of salvaged street lighting equipment.	Field Operation Division	(323) 913-4743	3 See note No. 6
Street lighting construction conflicts or changes to street design plans.	Construction Services Division	(213) 847-5365	Immediate See note No. 6
Testing and equipment (shop drawings) evaluation and approval. (20 W.D. review)	Construction Services Division	(213) 847-5365	3
Temporary street lighting system/plan (10 W.D. review)	Construction Services Division	(213) 847-5365	3
Damage to street lighting equipment or street lighting outages	Field Operation Division	(323) 913-4743	Immediate See note No. 6
BUREAU OF SANITATION (BOS)			
Inspection of sanitary sewer by-passes prior to operation. (20 W.D. review)	Wastewater Collection System Division, Div. Mgr. Dorris Place	(213) 485-5888	3 See note No. 6
Emergency Response to storm drain damage and sewer spills.	Wastewater Collection System Division, Venice Pumping Plant 24 Hour No	(310) 823-5507	Immediate See note No. 6
DEPARTMENT OF RECREATION AND PARK (DRP)			
Permits, right-of-way, etc.	Planning Department	Office (213) 485-6144 Fax (213) 617-0439	Immediate

7) The 10-day notice starts after the Board of Public Works Approval. The Board of Public Works must approve all Street Tree removals. Three or more tree removals will require a 30-day posting.

EXHIBIT B

Additional notes in reference to Design Standards and Criteria:

1. MTA, its consultants, and its contactors shall utilize the latest editions of the City's Design standards and criteria as described in item 1.3.9 of this Agreement.
2. If any information on any of the Standard Plans is not legible, it is the user's responsibility to obtain a legible copy from the Bureau of Engineering Vault located at 600 S. Spring Street, Suite 800.
3. All City of Los Angeles Bureau of Engineering Standards, Design Manuals, Specifications, and Special Orders can also be accessed at the City of Los Angeles, Bureau of Engineering Technical Document web site.
4. Concrete Bus Pads (Standard Plan S-433-0) are considered as Standard City Improvements and are required at all bus stops.
5. For any proposed Rail Transit Project, all existing City owned facilities and utilities that are located under, or not within a safe distance as determined by the City, from the proposed alignment of rail tracks, shall either be relocated by MTA at no cost to the City, or MTA indefinitely accepts the liability and maintenance issues associated with such facility or utility.

EXHIBIT C

ENGINEERING PROCESS FOR DESIGN

BUILD PROJECTS

1. **Preliminary Engineering (PE Part 1)** - This is the design development phase that follows the selection of the major investment strategy for an overall project and advances the project scope from a conceptual state to a level of schematic design, that describes the project technical and architectural approach in order to address environmental and community impacts, interfaces with significant utilities and existing infrastructure/facilities, and operational characteristics to support environmental approvals. This phase will involve as many as two submittals to allow the City to verify existing roadways, sewers, storm drains, traffic control and traffic management systems, as well as other facilities and the interface with the proposed Transit Facilities. Completion of Preliminary Engineering Part 1 brings a project to approximately 30% overall level of engineering design and allows a realistic estimate of project costs, construction schedule and may include definition of the basis for design/build contracts.

This will be submitted to the affected City departments (typically BOE, DOT, BSL, LAFD, BSS) for review and comment. The comment review period for the City is 20 working days. When comments are received, MTA and its consultant will disposition all comments and make the agreed upon changes. For those comments not initially agreed upon Comment Resolution Meetings will be held with each commenter. Following these meetings, all comments will be dispositioned and sent to the commenter. This will occur prior to the next submittal and prior to finalizing the last submittal

2. **Preliminary Engineering (PE Part 2)** - Validates schematic design concepts and system criteria and develops a clear indication of design solutions for requirements outlined in the initial Preliminary Engineering Design phase. This design phase provides the route and station geometry along with an Initial Site Assessment for all structures to be demolished and other Real Estate requirements. Utility and structure conflicts will be identified and necessary relocation concept plans developed. The design criteria, performance specifications, technical provisions and a Statement of Work for the D/B Contract solicitation documents are finalized in conjunction with all necessary reviews by the City. The operational concepts are further refined to facilitate preparation of concept plans. This phase will involve as many as two submittals that allows the City and MTA to establish design, construction standards and permit requirements, as well as review of

designs of Transit Facilities and their relation to storm drains, sewers, street lights, traffic signals, ATSAC and other City facilities. At the completion of Preliminary Engineering Design (Part 2), major features of design will have advanced and most drawings and other documents will be approximately 50% complete overall.

These will be submitted to the City for review and comment. The comment review period for the City is 20 working days. When comments are received, MTA and its consultant will disposition all comments and make the agreed upon changes. For those comments not initially agreed upon Comment Resolution Meetings will be held with each commenter. Following these meetings, all comments will be dispositioned and sent to the commenter. This will occur prior to the next submittal and prior to the contract advertisement.

3. **D/B Contract Solicitation Phase** - Commences with the issuance of bid or proposal solicitation documents for design and construction of a transit facility. All addendums must be reviewed by City staff relative to City facilities. City staff may be involved in evaluation boards for these proposals. This process concludes with award of a Design/Build contract.
4. **Final Design and Construction Phase** – Commences with Notice to Proceed (NTP) to the Design/Build contractor. The Design/Build contractor may submit designs to the City and MTA simultaneously to ensure timely reviews. The Design effort is advanced to the Pre-Final Design through as many as two submittals and reviews and reach a level reflecting approximately 85% completion with the drawings and specifications essentially complete. The plans show all the details necessary for construction and have been coordinated among the various disciplines prior to submittal.

This phase will produce all City and Transit facility as well as Transit related system drawings and specifications required for City review and approval, including permit applications. Final documentation of all design calculations, Title 24 calculations, complete specifications, geotechnical Design Summary Report, Environmental Design Summary Report, verification of existing facilities/utilities through site surveys, maps, dig alert, possible potholing, photo log and monumentation of existing conditions, work site traffic control plans, temporary street closures and haul route permits.

Following the review of the 85% submittals and receipt of comments, the Design/Build contractor will revise the drawings to reflect the necessary corrections to comply with standards, permits, and other requirements of the contract and conduct comment resolution meeting(s) with the Design/ Build contractor, MTA and the City for each submittal. The comment review period for the City is 20 working days and all City comments will be sent directly to the Design/Build contractor with a copy to MTA. MTA will ensure comments have been resolved on each submittal and before design advances to next level. The Design/Build contractor will then revise and advance the design to complete 100% Final Design plans and submit for final approval. Upon final approval by the City and MTA the City will issue the necessary permits for construction

to the Design/Build contractor. The approved contract documents will be stamped "For Construction" and will be furnished to the City and MTA.

5. Partial Design Submittal – This is a submittal of a portion of the project scope that, upon approval, will allow that portion of construction to begin prior to completion of the final design of the project scope. The Advanced Partial Design Submittal shall consist of detailed Design Drawings and Project Specifications together with supporting reports, notes, conversation/ meeting records, and calculations to support the scope of work planned and verification of integration with overall project, to be released for construction. This may include information indicating that existing field conditions have been properly identified and are being addressed, that coordination has occurred within the design disciplines, MTA and appropriate Third Parties have been achieved so as to eliminate or minimize any possible inconsistency with the final design of the overall scope of work planned for construction. The advanced Partial Design Submittal is based upon completion of Pre-final Design and shall incorporate all comments made during this phase of design.

Acceptance of the scope designated in an Advanced Partial Design submittal shall not constitute approval of the Final Design scope. City recognizes that certain portions of MTA projects may involve Partial Design Submittals to facilitate Construction of Components of MTA Facilities prior to final Design approval of the entire Facility. City agrees to review and to approve (subject to the timing and other requirements of this MCA) all such Partial Design Submittals in order to facilitate early Construction of such Facility components. Advanced Partial design and subsequent Final Design of an entire Facility shall conform to applicable City Standards and design requirements. Notwithstanding, no construction of City facilities shall commence until the City approves the design submittal for any portion or segment, including Partial Designs. Construction without prior approval or not conforming to City standards shall be at the risk of removal and replacement by MTA and/or its contractor. The advanced partial designs, which are approved by the City to proceed to construction, shall be carried forward to an approved final design by the Design/Build Team within 20 days of starting construction, unless an alternative schedule is agreed upon by the City and MTA. Failure to complete the final design process within the above period will result in MTA and the City suspending the Advanced Partial Design process.