



Metro

Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

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**CONSTRUCTION COMMITTEE
AUGUST 17, 2006**

SUBJECT: EXPOSITION LIGHT RAIL PROJECT

ACTION: APPROVE MASTER COOPERATIVE AGREEMENT

RECOMMENDATION

- A. Approve the attached Master Cooperative Agreement (MCA) amongst the City of Los Angeles (City), the Exposition Metro Line Construction Authority (Expo) and Metro.
- B. Authorize the Chief Executive Officer to execute the MCA as finally approved as to form.

RATIONALE

Support of the design and construction of the Exposition Light Rail Project (Project) by various departments of the City is both necessary and essential to completion of the Project. As the designated operator of the line upon completion, Metro must be included to ensure coordination during the design and construction of the Project. The MCA describes the roles, responsibilities, and obligations of the three parties. To date, the City has provided these services under the terms of an existing MCA between the City and Metro. With the creation of Expo, a new MCA is required. The Los Angeles City Council approved the proposed MCA on July 14, 2006.

ALTERNATIVES CONSIDERED

City services could continue under the existing City/Metro MCA. However, the design and construction of the Project is the responsibility of Expo. Therefore, continuing with the existing MCA would unnecessarily add a step in day-to-day design and construction decisions and is, therefore, not recommended.

FINANCIAL IMPACT

Approval of the recommended actions have no financial impact. Metro's financial obligations are solely with Expo and approved by the Board in separate project actions.

DISCUSSION

Discussions among the parties subsequent to the submission of the MCA to the City for approval indicate that there are some changes that all parties agree need to be made and are willing to implement. All of these changes are believed to be corrections and/or clarifications and not changes to the intent of the MCA. The City Attorney and the City Legislative Analyst Office have determined that these changes can be incorporated by a joint effort of the attorneys identified by the three parties as responsible for approving the

MCA as to form prior to execution. Expo and Metro General Counsels agree with this approach.

ATTACHMENT

- A. Master Cooperative Agreement



Terry Matsumoto, Executive Officer
Finance & Treasurer



Roger Snoble
Chief Executive Officer

MASTER COOPERATIVE AGREEMENT

FOR

THE EXPOSITION METRO LINE

BY AND AMONGST

THE CITY OF LOS ANGELES

AND

THE EXPOSITION METRO LINE CONSTRUCTION AUTHORITY

AND

THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

DRAFT

DATED: June 23, 2006

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**MASTER COOPERATIVE AGREEMENT
FOR
FOR THE DESIGN/BUILD AND DESIGN/BID/BUILD METHODS OF PROJECT
DELIVERY FOR
THE EXPOSITION METRO LINE CONSTRUCTION
BY AND AMONGST**

**THE CITY OF LOS ANGELES
AND
THE EXPOSITION METRO LINE CONSTRUCTION AUTHORITY
AND
THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY**

THIS MASTER COOPERATIVE AGREEMENT ("Agreement") FOR THE EXPOSITION METRO LINE CONSTRUCTION, dated _____, 2006 is made by and among the City of Los Angeles ("City"), a charter city in the State of California; the Exposition Metro Line Construction Authority ("Authority"), a local public entity in the State of California; and the Los Angeles County Metropolitan Transportation Authority ("Metro"). The Authority, the Metro and the City are referred to collectively as the "Parties" and each individually as a "Party." 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. The Authority is a public entity created by the California State Legislature pursuant to Section 132600, et. seq. of the California Public Utilities Code ("CPUC") for the exclusive purpose of completing the design and construction of the EXPOSITION METRO LINE Project ("Project"), of which is defined as the proposed LRT line to traverse the City of Los Angeles, extending from the existing 7th/Metro Center station in downtown Los Angeles southward to Exposition Park, and then westward along Exposition Boulevard to Downtown Santa Monica. The Exposition Metro Line will operate in a dual track configuration and electrically powered receiving its electric power from overhead power lines within the street; the design concept is for high-level center and side platform stations. Phase I of the Project will be from the 7th/Metro Center station to Venice Boulevard/Robertson station. Phase II of the Project will be from Venice Boulevard/Robertson station to downtown Santa Monica. Phase I will have approximately 9.6-mile line, 10 stations consisting of 2 existing stations and 8 new stations, two which are aerial, and a bicycle facility of which a combination of reserved bike lanes on street and an off street Bike Path from Ballona Creek to National Boulevard.
- B. The Metro is a public entity created by the California State Legislature pursuant to CPUC Section 130050.2 et. seq. 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; and Metro hereby acknowledges and agrees to the terms and conditions of Article 11 of this Agreement setting forth Metro financial responsibilities.

- C. The City is a chartered municipal government created pursuant to the California State Constitution for many purposes including, but not limited to, the design, construction and operation of transportation facilities in the City;
- D. The City intends, by this Agreement, to facilitate the implementation of the Project, and the Design and Construction of all Project facilities located within the City or otherwise subject to its jurisdiction, including rearrangement of some portions of City Facilities;
- E. The construction, reconstruction or improvement of the Project 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, all 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 time of issuance of the Design/Build contract.
- F. 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, Authority and Metro agree to the terms and conditions of this Agreement for both Design/Build and Design/Bid/Build methodology of project delivery, as follows:

Article 1
General Provisions

1.1 Scope of Agreement

This Agreement specifies (a) the procedures which Authority and City will follow in identifying, planning, designing and effecting Rearrangements of City Facilities in order for Authority to Design and Construct the Projects within the City, and (b) the manner in which City, and Authority will be reimbursed, when applicable, for their respective Costs of such activities. Both Authority 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 Authority by providing engineering, technical, analytical, and administrative support services with respect to building and safety, landscaping, street lighting, transportation, civil engineering, public works inspection, fire/life safety, police protection and other areas deemed necessary by the City and Authority to successfully implement construction of the Project within the terms provided herein. Finally, City agrees to designate the Project as comprising high priority public works projects under the Special Permitting Process (SPP) in Section 3.2, to provide Authority 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 the Project.

1.1.1 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 Authority in relation to DWP, with respect to the Project.

1.1.2 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 Metro, and to which Authority 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, 2012. 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 the 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, except that, such permitting procedures and processes shall not apply if the Authority otherwise is exempted thereafter by written agreement or by law.

1.3 Conditions Precedent.

The existence of each of the following shall be a condition precedent to the obligations of the Authority hereunder:

The Authority shall have received necessary appropriations, subsidies, grants, payments and contractual commitments from other parties, excluding the City, necessary for it to perform under this Agreement and otherwise to fulfill its obligations hereunder; and

Neither the Authority's performance under this Agreement, nor its obligations hereunder shall (i) violate any terms, covenants or conditions of its appropriations, subsidies, grants or financial assistance, (ii) breach any warranties or contradict any representation made in connection therewith, or (iii) violate any law, rule or regulation to which the Authority is subject.

1.4 Definitions

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

- 1.4.1 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.
- 1.4.2 Arbitrator - Has the meaning set forth in Article 13.
- 1.4.3 Authority - Has the meaning set forth in the Preamble to this Agreement.
- 1.4.4 Authority Representative - Defined as the Chief Executive Officer of the Authority, or his/her representative who has been authorized in writing by the Chief Executive Officer, who has the power to conduct meetings, execute Work Authorizations, and reviews and approves actions, as required by this Agreement.
- 1.4.6 Basis for Design/Build Contracting - Defined as the advancement of the specifications, other related documents, and the design of the required facilities, systems, and equipment to a level of definition where a initial Design Freeze can be adopted and to the point where a competitive procurement for a design/build contractor for the Project can be packaged by the Authority for release to all prospective proposers.
- 1.4.7 Betterment is defined as an upgrade to an existing facility, Replacement Facility, or component thereof, requested by City and agreed to by Authority (whether constructed by Authority 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 Authority agrees, may be incorporated into the Design or Construction of a Rearrangement pursuant to Section 2.6. 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 Authority, 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 except as provided for in Section 15.21. However, the following shall not be considered Betterments:

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

(b) An upgrade resulting from Design or Construction in accordance with the applicable City Standards including revisions or additions and ordinances as set forth in Section 2.1.

(c) Measures to mitigate environmental impacts identified in the 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 Authority or its Design/Build contractors after the Design Freeze.

1. 4.8 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. 4.9 City Comment Due Date is defined as 20 working days from receipt of documents for Design Review.

1. 4.10 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 are 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 and all other City owned or operated sub-structures.

1. 4.11 City Project is defined as the construction by, or at the direction of Authority

or the City of a new facility, other than as the result of a Rearrangement.

1. 4.12 City Representative is defined as the person(s), or the person(s) holding the specified position(s), designated by City pursuant to Section 1.5
1. 4.13 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. 4.14 City Standards: To ensure that the work performed within the Public Right-of-Way meets the expectation of both Authority and the City, and ensure that the Project meets the requirements of the current Project scope, Authority and its consultants, will utilize the latest editions of the City's design standards and ordinances in effect for the design of all Rearrangements on which date the Design/Build contract for each Phase of the Project is awarded, including but not limited to:
 - (a) The Standard Specifications for Public Works Construction ("SSPWC") as adopted by the Board of public Works, as modified by the corresponding issue of Brown Book, Special Provisions, and those manuals and standards listed on LABOE web site at <http://eng.lacity.org/techdocs/>;
 - (b) All applicable City Standard Plans;
 - (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 2003 or latest Manual of Uniform Traffic Control Devices and California Supplements,
 - (f) The latest State of California Standard Plans,
 - (g) The latest Work Area Traffic Control Handbook,
 - (h) The LADOT Worksite Traffic Control Plans (S-488.0), and those Standards and Manuals as Specified in Bureau of Engineering Technical Document Web Site.
 - (i) Bureau of street lighting Design Standards and Guidelines
 - (j) Bureau of street lighting Directive No. 379".
1. 4.15 Conflicting Facility is defined as an existing City Facility, which City and Authority determine is so situated as to require Rearrangement in order to construct or operate the Project without adversely impacting the maintenance of that City Facility. Such facility 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, and will be encased with Pipes Under Railroad Tracks (See BOE Storm Drain Design Manual Figure G 613B) 10 feet from the outside rail on both sides and under the trackway. Such work is to be

designed and constructed in accordance with City Standards and design policies

If such Conflicting Facilities are not rearranged or encased per (i) or (ii), and remain in the transit envelope, Authority 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, Authority will not be subject to pay for City maintenance costs and fees for the facility.

- 1.4.16 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.
- 1.4.17 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 Authority.
- 1.4.18 County is defined as the County of Los Angeles, California.
- 1.4.19 Current Scope of the Project – Defined as the Project as shown in Exhibits A attached to this Agreement, the original Environmental Impact Report (EIR) dated 2005, and the Supplemental Environmental Impact Reports (SEIRs) and Addenda, including Authority plans and specifications and City Design Review Comments and agreements.
- 1.4.20 Days – Defined as Working Days (see Working Days definition)
- 1.4.21 EIR - Defined as the Environmental Impact Report(s), Subsequent Environmental Impact Report(s) and Supplemental Environmental Impact Report(s) and Addenda that analyze and evaluate the environmental impacts of the Project facility and recommend measures to mitigate the potential adverse impacts.
- 1.4.22 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 the Project under the terms of this Agreement.
- 1.4.23 Design/Bid/Build (“D/B/B”) is defined as the method of project delivery in which Authority engages a design consultant to prepare the Final Design for a project and subsequently procures a contractor to construct the project based on the Final Design.

- 1.4.24. Design/Build (“D/B”) is defined as the method of project delivery in which Authority engages a Design/Build Contractor to both furnish the Final Design of and Construct a project.
- 1.4.25 Design/Build Contract is defined as the documents that are used by Authority 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.
- 1.4.26 Design/Build Contractor (“D/B Contractor”) is defined as a single entity or joint venture, which is engaged by Authority to complete the Design of and to construct a project pursuant to Design/Build procurement.
- 1.4.27 Design/Bid/Build Contractor (“D/B/B Contractor”) is defined as a contractor; which is engaged by Authority to construct a project pursuant to Design/Bid/Build procurement. In some cases, some elements of the Final Design also may be furnished by the D/B/B Contractor.
- 1.4.28 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.
- 1.4.29 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, from which deviations or changes in the project design will be measured. The initial Design Freeze will occur at the adoption of the design documents to be incorporated into the Basis for Design/Build Contracting
- 1.4.30 Design Review is defined as the process of critical evaluation of plans and specifications by the Authority, the City, and others as specified by Authority 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). Construction shall not begin until the City approves the Final Design submittal for work within City Right of Way or affecting City Facilities.
- 1.4.31 Dispute - Has the meaning set forth in Article 13.
- 1.4.32 Effective Date is defined as the date on which this Agreement has been approved by City’s Council, Mayor, the Board of Directors of the Authority

and Metro's Board and has been fully executed on behalf of Authority, Metro and City, whichever comes later.

- 1.4.33 Expired Service Life Value is defined with the meaning set forth in Article 9.
- 1.4.34 Facility - Defined as real or personal property now or in the future to be located within the Right-of-Way of the Project for the purpose of providing service to the public, including but not limited to public streets, highways, bridges and alleys, storm drains, sanitary sewers, parking lots, parks, public landscaping and trees, traffic control devices/systems, street lighting systems, public police and fire alarm systems, easements, recreational facilities, and any equipment, apparatus and/or structure and substructures appurtenant thereto or associated therewith.
- 1.4.35 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 Authority's design consultant. Authority 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".
- 1.4.36 Governmental Authority - Defined as any government or political subdivision, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any federal, state, local or foreign court or arbitrator, other than the City, and the Authority.
- 1.4.37. Initial Term is defined with the meaning set forth in Section 1.2 of this Agreement.
- 1.4.38 Joint Development - Defined as a term of partnership for many different forms of public/private sector cooperation in the development or redevelopment of structures and facilities to be built in and around Rail Transit Stations and Rail Transit Station areas.
- 1.4.40 Laws - Defined as any law, rule, regulation, ordinance, statute, code or other requirement of any Governmental Authority.
- 1.4.41 List of Potential Arbitrators - Has the meaning set forth in Article 13
- 1.4.42 Metro is defined as the Los Angeles County Metropolitan Transportation Authority.

- 1.4.43 Metro 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.
- 1.4.44 Metro Representative is defined as the person, or the person holding the specified position, designated by Metro
- 1.4.45 Partial Design Submittal (or Design Submittal or Plan Submittal) is defined as follows:
- (a) Partial Design Submittal by Authority, 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 Article 2 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.
- 1.4.47 Parties are defined as Metro, Authority and City collectively, and a "Party" are defined as each of Metro, Authority and City individually.
- 1.4.48 Pre-final submittal is the Design/Builder submittal of the completed design drawings, specifications, and pertinent documentation for review, comment, and approval by Authority and the City. Submittals may be in the form of segments, or portions of the Project.
- 1.4.49 Preliminary Basis for Design/Build Contracting - Defined as the basis for final design including all design standards and criteria, standard and directive drawings, and all reference drawings packaged by the Authority in the design/build documents that are used for Industry Review by prospective design/build contractors.
- 1.4.50 Preliminary Basis for Design/Build Design - Defined as the products of the Authority's review of the Project design documents, plans, schedules, budgets, and other information that will be consolidated by the Authority into a set of working papers and documents that will form the basis for Authority to develop the first draft of its Preliminary Basis for Design/Build Contracting documents.

- 1.4.51 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 Environmental Impact Statement and Environmental Impact Report and after the selection of the locally preferred alignment. It may also reflect mitigations committed to by the Authority but not yet included in the EIS/EIR.
- 1.4.52 Rail Project is defined as those rail transit ways of Metro, which are adopted for Construction for the public transportation of passengers, as well as existing rail transit ways of Metro where the context so requires. "Rail Project" may refer to any one of the transit ways, and any portion or section thereof, as the context may require.
- 1.4.53 Rail Station - Defined as the location(s) where the light rail trains will stop along the line to allow for passenger boarding and alighting, including the facilities specifically required for passengers, buses, autos, bicycles, and pedestrians to access the site.
- 1.4.54 Rearrangement is defined as the work of removal, replacement, encasement, restoration, alteration, reconstruction, support or relocation of a Conflicting Facility or portion thereof, whether permanent or temporary, which Authority 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 Project construction.
- 1.4.55 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.
- 1.4.56 Right-of-Way (ROW) - Defined as the real property required to construct, operate, and maintain the Facilities and systems that comprise the Project.
- 1.4.57 Significant Change - Current Scope of the Project or any other substantive change that affects the connectivity and operation of the Project as described in the Current Scope of the Project as part of the overall transit system operated by the Metro, or any combination of those things and effecting facilities within the City Right-of-Way must be reviewed and concurred by the City. Design and Construction of a light rail project that is consistent with the Current Scope of the Project shall not be deemed to be a Significant Change.

- 1.4.58 Special Permitting Process ("SPP") is –“Special Permitting Process and Waiver of Certain Permit Fees” set forth in Article 3 Section 3.2.
- 1.3.59 SPP Notification Matrix is defined as that certain “Exposition Metro Line Construction Project, City of Los Angeles, Notification Matrix” as shown in Exhibit “B”, identifying, and providing telephone numbers for those individuals or departments to which Authority and its contractors should provide notices as required. This matrix is provided to assist Authority in the coordination work.
- 1.4.60 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.
- 1.4.61 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.
- 1.4.62 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 the Project, but which will be removed or restored to its original condition after such construction activities are completed.
- 1.4.63 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.
- 1.4.64 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 Metro projects. Where the context so requires, "Transit Project" refers to the Design and Construction undertaken by or at the direction of Metro 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.

- 1.4.65 Transit Project Facility is defined as a facility under the ownership or operating jurisdiction of Metro, which is a component of a Transit Project.
- 1.4.66 Transit Project Right-of-Way is defined as (a) real property owned or controlled by Metro 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 Metro for Transit Project purposes.
- 1.4.68 Upgrades – Defined as a Rearrangement, or any component thereof, that increases the service capacity, capability, appearance, efficiency, or function of the corresponding facility, or portion thereof.
- 1.4.69 Work Authorization - Defined as the document(s) which the Authority will issue upon agreement by the parties as to scope of work, direct and indirect costs to authorize the City to perform any work, and to be reimbursed therefore, on the preparation and/or review of design plans, operations plans, or other agreed to work plans, and to provide materials, construction inspection, acceptance and quality assurance testing, and/or Rearrangements under the terms and conditions of this Agreement. Work Authorizations shall impose Work Authorization schedules, which are consistent with and supportive of the Project Design and Construction schedule.
- 1.4.70 Work Order is defined as that document which Authority 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.
- 1.4.71 Working Days is defined as any calendar day excluding Saturdays, Sundays and those legal holidays identified in City of Los Angeles Administrative Code, Article 9, Section 4.119.

1.5 Representative

- 1.5.1 City Representative. For the Project, City shall designate as the City Representative the LADOT General Manager or his/her designee, to act as the City Representative for such Project. The City Representative(s) shall

be dedicated to their assigned Project to assist the Authority in the delivery of such Project 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 Authority, (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. The City Representative also will be responsible for assisting the Authority and coordinating among City departments, bureaus, divisions, or other constituent entities whenever City action is called for under the Agreement. The City may change its designated City Representative by providing ten (10) Days prior written notification to the Authority.

- 1.5.2 Authority Representative. The Chief Executive Officer of the Authority shall designate a person, or the holder of a specified office or position, to act as the Authority's Representative. The Authority's Representative will have the responsibility to manage and coordinate Authority interaction with the City, and to produce the necessary Design and Construction documents for City review and/or approval, issue Work Authorizations, and make approvals as required by this Agreement. The Authority may change its designated Authority Representative by providing ten (10) Days prior written notification to the City.
- 1.5.3 Metro Representative. The Chief Executive Officer of the Metro shall designate a person, or the holder of a specified office or position, to act as the Metro's Representative. The Metro Representative will have the responsibility to manage and coordinate Metro interaction with the City, and make approvals as required by this Agreement. The Metro may change its designated Authority Representative by providing ten (10) Days prior written notification to the City.

Article 2 Design

2.0 Community Notifications and Review

The Authority is responsible to coordinate all designs of the Exposition Metro Line with the Council Offices, Neighborhood Councils, and community groups that are affected by the Project. The Authority is responsible to work with the communities to seek consensus of these design elements impacting the traffic circulation, safety, appearance, and quality of life. These design elements include but are not limited to architecture, aesthetic of the stations, noise and vibration controls, and sound walls to the extent of complying with the approved Final Supplemental Environment Impact Report/Final Supplement Environmental Impact Statement (FSEIR/FSEIS) documents. The Authority is responsible to collaborate with City Departments and Bureaus to determine proper and effective mitigation measures to address community concerns.

2.1 Coordination

The Authority 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 the Project. All such guidelines, relationships, policies, procedures and coordination shall be considered part of this Agreement. Authority shall consult with the City Representative in establishing the schedule for Design of Rearrangements; however, the schedule shall be consistent with Authority's Construction schedule for the Project, as determined by Authority, and as deemed reasonable by the City.

2.1.1 Certain components of the Project construction may require interruption of some City services except for street lighting service unless the public area is completely closed to both vehicular and pedestrian traffic. The Authority shall schedule its construction activities to cause the least amount of disruption. Based upon an approved plan, City hereby consents to necessary scheduled interruption of service, deemed necessary by Authority, and mutually agreed to by the City; however, Authority shall provide prior notice in accordance with the SPP Notification Matrix before City services are interrupted. Authority will notify affected parties, including residents, businesses, Council Office staff, 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 reasonably necessary and appropriate, Authority shall provide such Temporary Facilities.

- 2.1.2 City recognizes that time is of the essence for the Project, and that certain portions of the Design/Build and Design/Bid/Build of the Project 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'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.
- 2.1.3 No more than three (3) Partial Design Submittals shall be scheduled for review and approval by the City at one time unless otherwise agreed upon. Each Partial Design shall include CADD design drawings, project specifications, supporting data, reports and such information as needed to advance to the next stage of design.
- 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. Authority shall be responsible for correction of all such non-conforming Design and/or Construction so long as (i) they are requested by City in connection with a written nonconformance notice submitted to Authority staff at any time prior to completion of the work in this area of the project, (ii) they are 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 Authority, Its Consultants and Contractors

Unless otherwise mutually agreed, Authority (or its consultants and/or contractors) shall Design all Rearrangements including Betterments thereto. For design of Betterments, Authority must secure City's approval in advance. For the Design of any specific Rearrangements, which will be performed by Authority (or its consultants and/or contractors), Authority 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 the responsibility of the Authority Representative (who shall confer from time to time with the City Representative), except to the extent that such responsibility has been delegated to Authority's consultants and/or contractors in accordance with this Agreement.

2.2.2 Development of Design, Performance Specifications and Technical

Provisions - The Authority and its consultants will undertake the preparation of a set of technical drawings and performance specifications. The performance specifications will be incorporated as part of the technical provisions of the design/build procurement documents, along with other general requirements, as appropriate.

- 2.2.3 Design plans of rearrangements performed by Authority, its Consultants and contractor shall be prepared in a format which conforms to the electronic format of the pertinent City Departments or Bureaus.
- 2.2.4 The Parties will develop a mutually agreeable process and schedule, and an electronic format conforming to that of each City Department or Bureau 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 per Section 2.12.
- 2.2.5 Authority, 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 already agreed to by City and Authority. 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 Authority, or (b) earlier submittals for such Rearrangement which have been approved (or deemed complete and approved) by City. 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 Authority and City mutually agree that City (or its consultants and/or contractors) shall Design a specific Rearrangement, Authority 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 Authority's Design schedule and shall coordinate throughout Design with Authority to develop plans satisfactory to both Authority 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 2.6.

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 Authority for its review and approval. Unless otherwise expressly provided herein, City will not change the approved plans during the progress of Construction, except with prior written concurrence of Authority. This constraint shall not apply to unapproved proposed plans. Authority's review and approval of any Design furnished by City, its consultants or contractors shall be limited solely to assessing compatibility of the Replacement Facilities with the Project, coordination with Authority's work on the Project, and Cost issues. Authority 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 Cooperatively Implement the Design Review Process

Consistent with the provisions contained herein, the City will take an active role in the review of studies and the review of design plans prepared by the Authority, its consultants, and the Contractor related to the Project. The City will provide comments in a timely manner, and will work with the Authority to suggest ways to resolve various issues that arise.

2.5 City Review and Approval of Significant Changes

Authority or Metro shall not make any Significant Changes to the Project, without the prior written concurrence of the City. At the time the Authority transmits any design or construction documents to the City Representatives (including, without limitation, the Preliminary Design/Build Design documents, the Basis for Design/Build Contracting package, and pre-final design documents which include a Project schedule) the Authority Representative shall identify and highlight any Significant Changes in said documents. The rationale for any proposed Significant Change will be documented by the Authority Representative as part of his/her transmittal to the City Representative.

Upon receipt of any such documents, City Representative shall have twenty (20) days to identify and to notify the Authority Representative in writing of any additional Significant Changes, which it identifies in the documents transmitted. The Authority agrees that it will not raise any specific Significant Change on more than one occasion unless such change in combination with other changes becomes a new Significant Change. The City Representative shall have forty (40) days from the date of receipt of any documents from the Authority's Representative to review and approve or disapprove any proposed Significant

Change by written notice to the Authority Representative. There will be no extensions to the forty (40) day period allocated for review and approval or disapproval of Significant Changes.

If the City Representative disapproves or indicates non-concurrence with a proposed Significant Change in writing as required above, the Authority shall propose in writing and on drawings, as appropriate, another change that responds to the City's concerns which may constitute a Significant Change or non-Significant Change. Under these circumstances, the City shall have either additional twenty (20) days to review a proposed non-Significant Change or additional forty (40) days to review and approve or disapprove a proposed Significant Change. The City shall have the respective period of time provided above from the date of receipt of the documents from the Authority's Representative to complete the design review and to make the necessary and appropriate comments on the contents of the documents. There will be no extensions to the twenty (20) day period allocated for design review.

2.6 Betterments

2.6.1 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 Authority what Betterments, if any, City desires so that Authority can review the Betterments and determine whether they satisfy the requirements set forth in Section 2.6.2. Each Design furnished by City shall specifically identify any Betterments included in such Design.

2.6.2 It is understood and agreed that Authority will not be responsible for 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 Authority) which is incompatible with the Project or which cannot be performed within the constraints of applicable law, any applicable governmental approvals and/or Authority's schedule for the Project. City shall bear the Cost of all Betterments included in each Rearrangement, by crediting Authority therefore in accordance with Article 9 or, as applicable, or by paying Authority therefor in accordance with Article 9 of this Agreement.

2.6.3 For a Rearrangement to be constructed by Authority, the City shall pay for each requested and included Betterment, as provided in Article 9 of this Agreement.

2.7 General Design Criteria

2.7.1. The City shall notify Authority of any revisions or additions to City design standards. The Design of each Rearrangement, whether furnished by City or by Authority (or by their consultants or contractors), shall conform to the City Standards and ordinances as defined in Section 1.4.14, together with

revisions or additions thereto, which shall be incorporated into the design product pursuant to the provisions in Section 2.7 of this Agreement.

2.7.2 With respect to Rearrangements procured on a Design/Build basis, the Design product shall incorporate any revisions or additions to the City Standards of which City has notified Authority on or before 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 Authority prior to the deadline scheduled by the parties pursuant to Section 2.5 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 re-submittal 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.

2.7.3 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 the Project.

2.7.4 City agrees to comply with the provisions of this Section so long as the Project stays within the original general timeline and/or schedule for its design and construction. If for any reason, the Project is placed on hold by Authority for a period of twelve (12) months or more, 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.

2.8 Changes in Approved Plans

Following City approval, changes in Design shall require both Authority's and City's approval. Authority shall not unreasonably withhold its consent to incorporation of City requested changes into approved plans or specifications. All changes required to accommodate differing site conditions are the responsibility of Authority, its consultants, and contractors. Field changes required due to differing site conditions must be reviewed and approved by the City. Authority, its consultants, and contractors must comply with all applicable City Standards and ordinances pursuant to Sections 1.4.11 and 2.5 of this Agreement.

2.9 Specific Design Requirements for Rearrangements

2.9.1 Surface Openings. To the extent practical, Authority shall locate surface openings, if any, such as ventilation gratings, which cause the least effect on existing features of landscape and improvements and the least public disruption, and when practical they shall be located in or on Authority owned property. 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 City concurrence shall be obtained 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 City and Authority mutually agree on the exact location and size of such openings.

- 2.9.2 Landscaping. Trees and landscaped areas under ownership or daily control of City shall be preserved whenever practical. Trees in the Project's construction area 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 Authority using approved plans. Preservation and/or replacement of trees and landscaping at parks affected by the Project 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.
- 2.9.3. Traffic Control Devices. Certain of the contemplated Construction will require the removal and reinstallation of traffic control devices. Provided that Authority'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 Authority and performed by Authority's contractors; however, Authority shall provide prior notice in accordance with the SPP Notification Matrix before service of traffic control devices is interrupted. Authority will cooperate with City to minimize interruption of services of traffic control devices. As required, Authority 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, interconnect, cameras, loops, pavement markings, and striping, in accordance with Authority's Construction schedule.
- 2.9.4. 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 Authority'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 Authority and performed by Authority's contractors; however, Authority 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. Authority will cooperate with City to minimize interruption of street lighting service. As required, Authority 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 the Project, as well as all lighting systems in the direct vicinity thereof (same circuit), shall be maintained and kept in operation by the Contractor at all times during Construction. City shall not unreasonably withhold its approval to interrupt service as necessary for the Project.
- (c) In the event of any damage caused by Authority or its contractors to lighting systems maintained by or under the jurisdiction of City, the Bureau of Street Lighting and Bureau of Contract Administration must be notified in accordance with the SPP Notification Matrix. All damages shall be repaired as soon as reasonably possible by Authority's contractors under City inspection at no expense to City. If City performs any lighting system Construction, City will be responsible only for repair of damage caused by City forces.

2.9.5 Private Projections in Public Ways. Upon a determination by Authority 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 the Project, Authority shall issue a Work Order to City, and City shall take all reasonable action within its jurisdiction to require the elimination of such projections prior to the scheduled start of the Project construction in the affected location at Authority's expense, unless the encroachment is a one 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, Authority 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 Authority shall bear the cost of removal of said projections. City shall cooperate with Authority to minimize the cost to eliminate, move, remove or otherwise terminate projections where determined necessary by Authority and agreed to by the City.

2.10 Construction Staging Plans

Authority, 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 and street lighting on streets adjacent to the Construction with the Construction phasing

showing street closures, detours, warning devices and other pertinent information specified on the plans. All construction staging plans shall be submitted to the City for review and approval in accordance with Article 3 prior to implementation.

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

2.10.1 Worksite traffic control

- (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 and truck staging areas.

2.10.2 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.

2.11 Assistance by City

City agrees to assist Authority 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 Authority shall issue a Work Order to City to perform some or all of the activities referred to in the following subsections:

- 2.11.1 Fire/Life Safety. Assistance in the Design, Construction and operations planning of the 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 Authority-designated committees dealing with fire/life safety issues.

- 2.11.2 Police Security. Assistance in the Design, Construction and operations planning of the 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 Authority, participation by police department representatives as active members of Authority-designated committees dealing with police security.
 - 2.11.3 Transportation Engineering. Assistance in the Design, Construction and operations planning of Project as it relates to facilitating movement of automobiles, buses and pedestrians into and from the Project. The assistance shall also include the 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 Authority's contractors and consultants, through an Authority Work Order, City will review plans for final geometric striping and signal plans for the Projects.
 - 2.11.4 Illuminating Engineering. Assistance in the Design and construction of Street Lighting Systems affected by the 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 Authority's contractors and consultants, and administration of "Prop. 218". If requested by Authority through a Work Order, City shall prepare the final demolition and restoration Street Lighting Systems Designs for the Projects.
 - 2.11.5 Recreation and Park Engineering. Assistance in the Design, Construction and operations planning of the Project as it affects recreational areas, landscaping and lakes within City parks.
 - 2.11.6 General Services. Assistance through the provisions 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.
 - 2.11.7 Civil and Structural engineering – Assistance in design, design review, construction, and operation of other City facilities.
 - 2.11.8 All Other Areas. Assistance in Design, Construction and operations of other City Facilities.
- 2.12 City Review of Any Project Design Submittals

The Parties will develop a mutually agreeable process for Authority submittal of plans and specifications for the 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 Authority's schedule for the applicable Project and to the following requirements:

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

2.12.2 Within twenty (20) working days after receipt of each submittal, City shall review the plans and specifications and either advise Authority that it has no comments, or transmit its comments to Authority. City comments will be submitted on a comment matrix and annotated plans. Extensions may be requested by the City and granted by the Authority, if workload and lack of sufficient information warrant.

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

2.12.4 The provisions of this Section will also apply to any re-submittal of plans and specifications by Authority, whether in response to a City notice or return of incomplete plans and specifications, or in response to substantive City comments. Re-submittals shall include the City's comment matrix, City's annotated plans, and confirmation of comment resolution.

2.13 Coordination of New and Unrelated City and Other Facilities

2.13.1 Throughout the term of this Agreement, if City plans to construct new facilities unrelated to the Project that would cross or otherwise occupy locations that might conflict with Construction or operation of the Project, City will coordinate the Design and installation of such facilities with Authority such that any conflict with the Project is minimized.

2.13.2 Metro and City have established a ZI-1117 permit process to identify existing or proposed transit facilities and to require projects within the Metro project limits to obtain Metro concurrence prior to final plan sign off. Metro shall have the right to final permit sign off. Metro shall have the right to disallow any such construction which directly impacts an existing transit facility or the construction of the Project. If Metro determines that a proposed new City facility or that construction by others not related to or required by the Metro projects, will delay or otherwise conflict with the

construction of the Project or any portion thereof, Metro 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 Metro. Metro will allow the City or others access for emergency repairs to existing facilities except those occasions on a Metro project. If the Authority requires the same process related to ZI-1117, it is the responsibility of the Authority to ask Metro to negotiate with the City.

2.14 Relocation of Private Utility and Other Facilities

If mutually agreed to, within 10 days of receipt of Authority's written request, the City will send the written notice required by Section 62.01(a) of the Los Angeles City Municipal Code to all utilities (other than the Los Angeles Department of Water and Power) whose facilities conflict with the Project, instructing them to relocate or remove the conflicting facilities. The determination of which party shall be responsible for the cost of such removal or relocation shall be resolved by Authority and the affected utility.

Article 3
Authorization, Construction, And Property Rights

3.0 Community Notifications

In conjunction with its Contractors, the Authority will be responsible for establishing public outreach programs to provide proper notifications to the affected communities prior to and during construction. These notifications include but are not limited to bulletins, public announcements in radio stations and local newspapers, changeable message signs, road advisory signs, community notice mailing, and posting of notices. The Authority shall require its contractors to schedule their activities so as to minimize construction duration pursuant to Article 3.3.33 of this Agreement.

3.1 Permits

3.1.1 For this project, City will issue a separate Special Permitting Process and Waiver of Certain Permit Fees ("SPP") as set forth in this Article to cover certain work on the public rights-of-way by Authority. For those permits covered in this Article, except for permits and fees associated with the use of City's sewer system at any time during and after construction of the Project as set forth in Section 3.2.2 of this Agreement, City acknowledges and agrees that it shall not exercise permitting authority over, and shall not require the payment of fees or the posting of bonds for, the Project Facilities located within, on, under or over City Rights-of-Way for the period of time in which this SPP is operative. Authority's plans and specifications for construction of the Project Facilities located within, on, under or over City Rights-of-Way shall be submitted for City's review and comment as provided in Section 2.9. Notwithstanding the foregoing, the City's Standard Plans, Specifications, General Provisions, and approved materials shall not be superseded by any Authority contract document or this Agreement.

3.1.2 Except for cost reimbursement provided through the work order process, City hereby waives the payment of certain permit costs identified in this Article. However, Authority will be required to pay for all permit costs and user fees associated with the use of City's sewer system at any time including during and after construction of the Project as provided in Section 3.2.2 of this Agreement. City permit-processing staff costs will be reimbursed pursuant to Work Order. City shall be reimbursed for all work on design/build projects performed prior to the execution of this Agreement and all work on this Agreement.

3.1.3 Prior to commencement of any phase of the Project construction affecting private property within the corporate boundaries of City, Authority or its contractors will take out and pay for any required City permit not otherwise exempted by this Article, and will give City advance written notice of commencement of such construction.

3.2 Special Permit Process and Waiver of Certain Fees (SPP)

This SPP will cover both the Design/Bid/Build and the Design/Build Contracts. This Article shall not relieve the Authority 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 Los Angeles 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 related to work required by this Article shall be reimbursed by the Authority through City Work Authorizations, as specified in Article 8 of this Agreement.

3.2.1 Permits and Restrictions:

The parties agree that certain permits, fees, and other requirements for this Project may be waived if the parties mutually agree, as follows:

- A-Permits
- B-Permits
- U-Permits
- Revocable Permits
- Encroachment Permits
- Holiday Season Restrictions*
- Street Lane Closure Permits
- Excavation Permits
- Lateral Support Bonds
- Liability Insurance
- City Storm Drain Connection Permits**
- Street Tree Permits**
- Discharge of Excess Water into Street Permits
- Major Transit and Transportation Construction Impact Area Traffic Management Committee (TCTMC) fees**
- Building Material Permits**
- Overload Permits**
- Street Damage Restoration Fee***
- Revocable Encroachment Permits**

*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, the Authority shall make available certain streets for any special event that requires the use of those streets that have been specified in Project contract documents.

**Other Permits

Storm Drain Connection Permits, Private Revocable Encroachment Permits, Overload Permits, Building Material Permits, Street Tree Permits, Major Transit and Transportation Construction Impact Area Traffic Management Committee approval, if applicable, are still required and must be obtained by the individual contractors or Authority. These permits shall be no-fee permits but costs incurred by the City staff as a result of permit issuance, i.e., plan review, inspection, testing, will be paid by Authority through the reimbursement procedure covered in Article 8 of the MCA or a separate agreement.

*****Street Damage Restoration Fee (SDRF)**

Streets that have been resurfaced less than one year from the date of the proposed cut or excavation shall not be cut unless the whole block or intersection within such cut or excavation is to occur be repaved by the entity seeking to make the cut or excavation. All other cuts or excavations are subject to the SDRF per the applicable City Ordinances and established Resolution, Authority shall pay the SDRF. The SDRF is applied to any person, corporation, agency, or entity including any City Department, City Bureau, or Agency of the City of Los Angeles or any other governmental agency or authority. The SDRF Authorized by Section 62.06 of the LAMC shall be calculated, collected, and deposited in the Street Damage Restoration Fee Special Fund. To qualify for an exemption, the entity shall follow the steps in the City of Los Angeles, Municipal Code Section 62.06.

3.2.2 Use of City's Sewer System

Authority and its contractors are required to pay fees for using City's sewer system for disposal of any water sources. These fees include, but are not limited to, the following:

- Sewerage Facilities Charges*
- Sewer Services Charges*
- Sewer Connection Permits**
- Industrial Waste Permit***

***Sewerage Facilities Charges and Sewer Service Charges**

In the event that Authority discharges any water, such as groundwater, stormwater, or dust mitigation water into the City's sewer system through permanent or temporary sewer connections, Authority will pay customary Sewerage Facilities Charges (SFC) and Sewer Service Charges (SSC) per Los Angeles Municipal Code (LAMC). This requirement also applies to discharges during construction phase of the Project.

In the event that Authority constructs a new to-be-occupied building or any other facility, and connects that building or facility to the City's sewer system, or changes the use of an existing facility, Authority will pay customary Sewerage Facilities Charges (SFC) and Sewer Service Charges (SSC) applicable to its occupancy or usage per Los Angeles Municipal Code (LAMC).

****Sewer Connection Permits**

Sewer Connection Permits will be issued by the City's Bureau of Engineering after the Bureau of Sanitation determines that sewer capacity is available and after Authority obtains the necessary Industrial Waste Permits and executes a payment agreement for the applicable Sewerage Facilities Charge and Sewer Service Charge.

*****Industrial Waste Permit**

In the event the Authority connects to existing sanitary sewers for discharging any water, such as groundwater, dust mitigation water, or stormwater, Authority will contact the Bureau of Sanitation for Industrial Waste Permit requirements for discharging to the sewer. Authority is required to pay the appropriate Sewer Connection Permit fee, Industrial Waste permit application fee, Inspection and Control fee, Quality Surcharge fee and Significant Industrial User fee as provided by the Los Angeles Municipal Code (LAMC). This requirement also applies to discharges during construction phase of the Project.

As part of the design process for the Project, Authority shall require geotechnical borings along the proposed route and its immediate vicinity. Authority or its geotechnical contractors will be required to obtain Excavation and "A" Permits for these borings. However, plan check fees and inspection fees shall be paid by the Authority through the reimbursement procedure set forth in Article 8 of this Agreement.

All costs incurred by the City to issue permits or other approvals and perform required inspections shall be paid by the Authority through the reimbursement procedure set forth in Article 8 of this Agreement.

The Authority shall be responsible for delivering "As-Built" drawings for all new, relocated, and abandoned utilities and City Facilities required by the Project construction per Section 4.5 of this Agreement.

The "Special Permitting Process" shall be subject to the terms and conditions of this Agreement. Through reimbursable City Work Authorizations, the Rearrangement of City Facilities will be reviewed and approved by the City Engineer or his authorized representatives, and by the other responsible Bureaus and Departments. 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.

The provisions of this Article do not apply to individual utility companies doing advance relocation work, prior to the Notice to Proceed (NTP) for the Project. Individual project construction contracts will require individual permits, such as Excavation or "U" Permits. This permit requirement will be waived after issuance of the "NTP" for all the utility work within the contract limits of work as shown on Authority's unit construction plans 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 Authority construction plans shall be reviewed and approved by the City prior to permit issuance.

3.3 SPP Conditions

Authority shall comply with all of the following conditions:

- 3.3.1 Authority shall be responsible for the relocation/rearrangement work for all Conflicting Facility, such as sewer, street, storm drain, street lighting, structural, traffic signal, striping, signing, and other utility facilities affected by the Project. Such work will be designed and constructed in accordance with current City Standards and design policies.

The City Engineer, Bureau of Engineering (BOE), shall be the designated City representative for the review and approval of street, sewer, storm drain, utility, and structural plans within public rights-of-way, and the collection of the SDRF. The Director, Bureau of Street Lighting (BSL), shall be the designated City representative for the review and approval of street lighting plans. The Director, Bureau of Sanitation shall be the designated City representative for review and approval of the Standard Urban Stormwater Mitigation Plans (SUSMP) and Industrial Waste permit application, the use of any Bureau of Sanitation facilities, the collection of Sewerage Facilities Charge, Sewer Service Charge and any other fees related to the use of City's sewer system. The General Manager, Department of Transportation (LADOT), shall be the designated City representative for the review and approval of plans required by LADOT.

- 3.3.2 Authority shall provide "As-Built" drawings within sixty (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 BOE, BSS, BSL, and the LADOT. On street lighting work which changes an existing street lighting circuit, Authority shall provide "Red Line Mark up As-Built" drawings within ten (10) calendar days of the circuit change. On traffic signal work which changes conductor runs, loop locations, equipment locations or signal phasing, Authority shall provide "Red Line Mark up As-Built" drawings within ten (10) calendar days of the change. "As-Built" 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 acceptable to the BOE, BSS, BSL, and LADOT.
- 3.3.3 Authority shall include all the necessary and appropriate conditions listed in this Article as part of the Project Construction Contract Specifications that govern work in the public rights-of-way.
- 3.3.4 Authority 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. Authority shall be responsible for the review and approval of its contractors' designs for decking, shoring and lateral support, including soils reports and engineering calculations. Authority 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 sixty (60) calendar days prior to the start of construction. All submittals are to be signed (wet) and stamped (wet) by a California Registered Structural Engineer.

- 3.3.5 Authority shall ensure that, where required, temporary decking 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 City of Los Angeles General Services Department for compliance with established standards as necessary. The end ramp profiles, methods of anchorage, decking/street drainage provisions and traffic barrier/curb installation shall be submitted to BOE and LADOT for review and approval per Section 2.12 prior to start of deck installation. The decking surface conditions shall be installed and maintained to the satisfaction of LADOT General Manager, the City Engineer, and BCA.
- 3.3.6 Authority shall require its contractors to submit their haul route and overload permit applications with route maps, for review and written approval, to BOE, Street and Stormwater Program, Bureau of Street Services (LABSS), LADOT in all cases and to the Department of Building and Safety only for excavation on private property exceeding 1,000 cubic yards. 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 thirty (30) calendar days prior to the actual commencement date of the hauling operations. Haul routes may be authorized for an initial sixty-day (60) calendar-day period and renewal(s) up to a six-month (6) period.
- 3.3.7 Authority shall ensure that contractors constructing facility rearrangements conform to street closure requirements, traffic lane requirements, Temporary Traffic Signal Plans (TTSP), Worksite Traffic Control Plans (WTCP), Traffic Circulation Plans (TCP), and Traffic Detour Plans (TDP) pre-approved by LADOT and LABSS. Authority or its contractors shall prepare additional TTSPs, WTCPs, TCPs and/or TDPs for work not addressed in the pre-approved plans. The additional plans shall be prepared by licensed civil and traffic engineers registered in the State of California and shall be submitted prior to implementation to LADOT and LABSS for review and approval pursuant to the provisions of Section 2.12 of this Agreement (see SPP Notification Matrix and LADOT "Requirements of the Contractor" for additional information/requirements).

Any emergency street closure shall require notifications by the Contractor in accordance with the Notification Matrix.

- 3.3.8 Authority 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 have 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. Advance public notification signage of street parking restrictions must be posted three (3) days in advance of restriction implementation. Full street closures require Board of Public Works approval. Primary and secondary street closures require Council Office concurrence.
- 3.3.9 Authority shall require that its contractors be responsible for installation, maintenance and removal of all traffic control devices and markings required in the approved TTSP, WTCP, TCP and TDP's when requested by the City.
- 3.3.10 Authority 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 not covered by the pre-approved or approved TTSP, WCTP and TDP. Authority shall submit to LADOT justification for the work with necessary Worksite Traffic Control Plan(s), Traffic Circulation Plan(s), 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. Authority shall require its contractors to provide advance notification in accordance with the SPP Notification Matrix, unless otherwise permitted, before the implementation of such plans.
- 3.3.11 Authority shall require its contractor(s) to inform LADOT, BCA and the LABSS of Project emergencies or accidents that impact the operation of the City's surface street system in accordance with the SPP Notification Matrix.
- 3.3.12 Authority shall require its contractors to minimize the number of City street closures. Authority shall direct its Contractors to strictly adhere to the Mayor's Executive Directives regarding construction during peak hours..
- 3.3.13 Authority shall not allow any public right-of-way authorized for closure to be used by its employees or contractors for the parking of personal vehicles unless otherwise specifically authorized in writing by the BOE and LADOT.

- 3.3.14 Authority shall require its contractors to notify the B-Permits Section of the Structural Engineering Division, the Bureau of Street Services, Street Use Division and Bureau of Contract Administration (BCA) of areas with decking, excavation work or partial street closures that will affect previously approved haul route/overload permits.
- 3.3.15 Authority shall require its contractors to continuously provide safe and adequate pedestrian access and circulation throughout the construction areas in compliance with the provisions of the Americans with Disability Act (ADA). Pedestrian crossings for streets at construction areas shall be provided with adequate signage and street lighting to direct pedestrian traffic through the construction areas. To accommodate pedestrians, the minimum unobstructed temporary walkway width shall be 8 feet unless otherwise approved by LADOT. Authority 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 fencing and walking surfaces shall be approved by the Bureau of Contract Administration Inspector. Temporary pedestrian lighting shall be provided as provided in Section 3.3.30 of this Agreement.
- 3.3.16 Authority 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. Authority 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.
- 3.3.17 Authority and its contractors shall ensure that Project discharges to the City's storm drain system comply with the requirements of the Project NPDES Permit and SUSMP. Project discharges shall be tested as necessary. Authority shall maintain all Best Management Practices installed under this Project
- 3.3.18 Authority 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. All costs and other liabilities for these activities shall be borne by Authority and its contractors. Authority shall cease and desist the discharge of any wastewater, stormwater, dust mitigation water, or groundwater into the City's sewer system and immediately notify the Bureau of Sanitation (BOS) and BCA of any spill in accordance with the SPP Notification Matrix. Authority shall recommence the discharge of any wastewater, stormwater, dust mitigation water, or groundwater upon approval by BOS. Potentially contaminated soil or groundwater encountered shall be tested

as necessary and mitigation measures established.

- 3.3.19 If Authority's Project interferes with, causes relocation, or cannot provide standard access to sewers and storm drains, Authority shall provide, at its own expense, special maintenance access to sewers and storm drains via clean-outs or maintenance holes or a new facility to mitigate the interference.
- 3.3.20 Authority shall ensure that its contractors obtain any necessary Storm Drain Connection and Sewer Connection Permits from the BOE – Constituent Service and Permits Program or from the Regional Board; Overload Permits from the Bureau of Street Services; Building Materials Permits and Overload Permits from the Bureau of Street Services; and Industrial Waste Permits from the Bureau of Sanitation. Sewer Connection Permits will be issued by BOE after the Bureau of Sanitation determines that sewer capacity is available and after Authority obtains the necessary Industrial Waste Permits and executes a payment agreement for the applicable Sewerage Facility Charge and Sewer Service Charge. Permits for work on private property shall be obtained from the Department of Building and Safety. Authority shall also ensure that any and all other permits that may be required by other City Departments are obtained.
- 3.3.21 When requested by the BOE, Authority shall assist private property owners in processing requests for Revocable Permits from the City for any existing or Authority sponsored private encroachments in the public rights-of-way within the Project limits.
- 3.3.22 Authority and its contractors shall notify Underground Service Alert not less than two (2) working days or more than ten (10) working days before each excavation.
- 3.3.23 Authority 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. The Bureau of Contract Administration shall be notified per the SPP Notification Matrix.
- 3.3.24 All conflicting facilities as defined in Section 1.4.15 of this Agreement shall be resolved and mitigated by the Authority and the City collaboratively. Resolution and mitigation of the following conflicting facilities shall be memorialized prior to "Final Design":
- A. The Authority's alignment will be located on top of NOS-ECIS on Exposition Boulevard between Figueroa Street and Flower Street. This section of the sewer needs to be protected in place.
 - B. The Authority's Parking Facility on the southeast corner of Jefferson

- Boulevard and La Cienega Boulevard will be located on top of NOS-ECIS. This section of the sewer needs to be protected in place.
- C. The La Cienega and Jefferson Air Treatment facility (ATF) and MTA Parking facility currently have conflicting footprints on the property on the southeast corner of Jefferson Boulevard and La Cienega Boulevard.
 - D. The alignment and diversion structure maintenance access to the La Cienega San Fernando Valley Relief Sewer Diversion (LCSFVRS) to ECIS conflicts with the MTA Parking Facility on the property on the southeast corner of Jefferson and La Cienega Boulevard.
 - E. To facilitate the City's construction of its La Cienega and Jefferson ATF and the City's LCSFVRS Diversion to ECIS projects and to facilitate the release of City property for construction of the Authority's Parking Facility on the southeast corner of Jefferson and La Cienega Boulevard, the following issues need to be addressed:
 - a) the City's contractors ingress and egress across MTA right-of-way along Jefferson Boulevard to the east of La Cienega Boulevard
 - b) the use of said right-of way for contractor laydown and construction staging
 - c) the use of MTA right-of-way to the west of and adjacent to La Cienega Boulevard to support construction of the LCSFVRS Diversion Structure to ECIS in La Cienega Boulevard
 - F. The Authority's alignment when crossing Ballona Creek will have conflicts at Exposition North and South bridges located at the west of Jefferson Boulevard and National Boulevard intersection. The Authority's alignment will alter the traffic flow pattern on both bridges, changing from East Bound (EB) traffic on South bridge and West Bound (WB) traffic on North bridge to both EB and WB traffic flows on a new bridge. This conflict needs to be resolved.
 - G. The Authority's alignment will cross the La Cienega Interceptor Sewer (LCIS) at Jefferson Boulevard east of Ballona Creek. This section of the sewer needs to be protected in place. Rehabilitation of this sewer is scheduled between 2007 and 2009 will require a construction access pit at this location. Conflict in work area for the rehabilitation work and the Authority's work needs to be resolved.

3.3.25 Authority shall request written City approval for changes to contract documents that affect City facilities. Plans with appropriate justifications shall be submitted for City approval as contract addenda, change orders, contractor plans, or shop drawings. Where unanticipated conditions require immediate action, Authority shall notify City of the condition, so that appropriate City officials can be available to work with Authority representatives on site to define an acceptable plan and (if appropriate) provide verbal approval to prevent delays to the Project. Authority shall follow up within ten (10) calendar days with documentation of the decisions

made.

- 3.3.26 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 BCA Inspectors. Inspection and testing shall be arranged with the Bureau of Contract Administration (BCA) dispatcher and the LADOT Traffic Signal Inspector in accordance with the Notification Matrix. The Inspector will notify Authority 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 Authority Representative or his designee.
- 3.3.27 Authority, upon completion of the work set forth in Section 3.3.26 of this Agreement, shall arrange for incremental subsurface and surface final inspections by notifying the Inspector of Public Works of what work is requested 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 to the plans and specifications, a final correction list will be issued by the Inspector of Public Works and Authority 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.
- 3.3.28 Authority shall require its contractors 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 Authority contractor(s) outside the worksite. All electrical work shall be performed by Certified Electricians in California with the California Electrician Certification Program. Authority 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, malfunctions and outages, and to complete all repairs necessitated by Authority construction activities within twenty-four (24) hours or as soon as reasonably possible.
- 3.3.29 Authority shall require its contractors to immediately investigate all reported street light outages and affected street lighting circuits within one block surrounding the construction site.
- 3.3.30 Authority shall require its contractors 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. Authority shall require its contractors to repair all street light outages and circuits

attributable to Authority's construction activities within twenty-four (24) hours. Liquidated damages shall be assessed and commence when such lights are out for the second night.

3.3.31 Other Street Lighting Conditions:

- a. Temporary Street Lighting - Authority 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. Authority 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 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 (wet) and stamped (wet) by a licensed professional Electrical or Civil Engineer. The temporary street lighting plan shall also include pedestrian lighting where required by BSL.

- b. Authority shall require its contractors to set and hold a pre-construction meeting with BSL not less than thirty (30) calendar days prior to starting any work on the existing street lighting system.

Authority shall require its contractors to notify the Bureau of Contract Administration (BCA) and BSL in accordance with the SPP 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 SPP Notification Matrix so as to allow all parties to review and document the condition of the existing street lights, prior to removal, storage, and reinstallation. If there is no notification is, all street lights will be assumed to be in undamaged condition.

Whenever changed conditions that affect BSL circuits are discovered or minor modifications are required, Authority shall immediately notify BCA and BSL. BSL will provide construction support to Authority to resolve the problems. Authority shall require its contractors to submit circuit diagrams indicating the agreed upon street lighting circuit changes to BSL for their records. The diagrams shall be signed (wet) and stamped (wet) by a licensed professional Electrical or Civil Engineer. Authority shall maintain a complete set, and shall distribute

copies to the construction management consultant and the subcontractor.

- c. BSL shall approve 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.
- d. Where necessary due to overload concerns caused by increased load on an existing circuit due to construction activities, Authority's contractors shall furnish power for all temporary lighting circuits. These temporary circuits shall be completely separate from permanent street lighting circuits. Authority or its contractor shall pay all costs for temporary lighting circuits; however, BSL shall reimburse Authority for the amount of normal street lighting electricity bills otherwise charged by the Department of Water and Power (DWP). Where a temporary lighting circuit is required, Authority contractors may use power from the existing circuit with approval from DWP and BSL. Authority or its contractors shall be responsible for any increased power costs while temporary circuits are in use.
- e. Authority shall require its contractor to notify BSL and BCA in accordance with the Notification Matrix prior to working on series and multiple 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.
- f. Authority shall require its contractors to obtain the subcontract services of an underground utility locating service company, bonded for this purpose, to locate and mark all street lighting facilities.

3.3.32 Authority or its contractors shall obtain Street Tree Permits, for both street tree removals and plantings within the City right-of-way 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 Contact Administration (BCA) will inspect the removal and replacement installation of all Street Trees. "Street Trees" are those trees planted in the area dedicated to City between curb and the property line.

3.3.33 Authority shall require its contractors to make a "Good Faith Effort" to restrict all construction activity affecting City rights-of-way for the duration and periods specified in the Traffic Management Plan (TMP) and Worksite Traffic Control Plans approved by LADOT and LABSS. All contractors shall submit an official written request through Authority to LADOT and LABSS, detailing any need for extending construction work in the City

rights-of-way beyond the specified durations approved by LADOT and LABSS. This request shall be submitted as soon as the contractor becomes aware of the need for an extension, but no less than ten (10) working days prior to the end of the approved period.

- 3.3.34 Authority shall require its contractors to provide, upon request from the City and at no cost to the City, appropriate restoration and/or clean-up of City rights-of-way within the Project work area to make vehicular and pedestrian safe and accessible to accommodate annual or special events that require the use of those portions of the streets.
- 3.3.35 Authority shall require its contractors to comply with the provisions of Section 41.40 and Chapter XI of the Los Angeles City Municipal Code (LAMC) with respect to noise regulation.
- 3.3.36 Authority 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. Authority shall require its contractors to apply for and to secure permission from the Police Commission for any night, Sunday and Holiday work.

Failure of Authority or its contractors to comply with any of the above conditions shall subject the Special Permitting Process to review, suspension and/or revocation by the Board of Public Works.

3.4 Work in Streets

- 3.4.1. Authority shall give City advance written notice in accordance with the SPP, where the 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 2.12. Authority shall secure written approval of all plans from the City for all such work.
- 3.4.2. Authority and 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 at risk, as determined by the City staff.

City, after consultation with Authority, may require, if Authority's contractors fail to perform work called for by the Design plans prepared hereunder and required by any authorizations issued by City in connection with such work consistent with such Design plans, upon notice (noncompliance citation) from City, that contractor shall promptly commence to cure its failure. If the contractor fails to cure or is not diligently prosecuting such cure to

completion, City shall notify Authority. Upon receipt of notice from City, Authority 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 Authority's contractor will govern as approved by LADOT and the Authority.

3.5 Temporary and Permanent Street Closures

Authority and City may agree that a street, highway, bridge, sidewalk or other City Right-of-Way be temporarily closed for the necessity and convenience of the Project. If agreed to, a Traffic Management Plan must be developed, submitted to, and approved by the City. Authority 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 that includes but is not limited to a primary or secondary street, the City, as requested by Authority, shall initiate the appropriate proceedings with the Board of Public Works, seek concurrence from the appropriate City Council Office, and shall establish the necessary conditions for the closures. Nothing in this section shall preclude City from requesting that certain streets not be closed to accommodate "Special Events" utilizing those streets, such as parades, and Authority shall cooperate with City to accommodate such requests. Authority, its consultants, and contractors will cooperate with City to minimize closures of City right-of-way. The City will notify Metro and its contractors as to all known major events thirty (30) days prior thereto.

3.6 State Requirements

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

3.6.2. The California Public Utilities Commission ("CPUC") has jurisdiction over establishment of street and pedestrian crossings with Metro'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 Metro and City, Authority may prepare, subject to concurrence by City, plans and applications therefor. 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.

3.7 Grant of Rights

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

3.8 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 Metro 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 Authority's schedule. If City cannot acquire necessary private rights-of-way without out-of-pocket expense to such right-of-way may be acquired by Metro. Upon acceptance of the applicable Replacement Facility, City shall convey or relinquish to Metro 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 Metro.

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

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

3.8.3 The Metro agrees to consider requests by City 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 Project 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 Metro's Representative who shall process them and return them to City within 90 days after receipt, but in any events in accordance with the applicable Project schedule.

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

3.9 City Licenses within the Project Right of Way Owned by Metro

If a Rearrangement is made so that the Replacement Facility will be located within Project Right of Way owned by Metro, Metro 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.

3.10 Temporary Authority Facilities

Temporary Facilities may be necessary to facilitate Construction of the Project (including Rearrangements). Authority 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. Upon completion of the related Construction and Authority's determination that the Temporary Facilities no longer are needed, Authority shall remove all Temporary Facilities and restore the area to its original condition unless Authority and City mutually agree otherwise. 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. Authority shall return the land to the City within forty (40) working days from the requested date and restore the area as much as practicable to its original condition.

3.11 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 Authority for the purpose of using or erecting Temporary Facilities thereon; provided that, Metro 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 Authority mutually agree otherwise.

3.12 Night and Weekend Work

City recognizes that, in order for Authority to meet the Construction schedule for the Project, Authority, 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. Authority shall secure from the City Police Commission authorization for night and weekend work in accordance with the provisions of Section 41.40 of the Los Angeles Municipal Code, 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 Authority Construction of Rearrangements

Unless otherwise agreed between the Parties, Authority shall perform all design and Construction of Rearrangements. Authority or its contractors shall commence and thereafter diligently prosecute such Rearrangement work to completion in conformance with Design plans and specifications prepared pursuant to Article 2 and 3 of this Agreement and such work shall coincide closely and be coordinated with Authority's Construction schedule for the Project, including the established schedule for Construction of Rearrangements. If changes in the Final Design plans or specifications are necessary, Authority shall first submit such changes to City for review and approval before Construction. City shall respond to any such submittal in accordance with the provisions of Section 2.12 of this Agreement. Authority 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 and BCA, 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, Authority 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 of this Agreement and in conformance with the time schedule set forth in the Work Order. Such Construction shall coincide closely and be coordinated with Authority's Construction schedule for the Project, including the schedule for Construction of Rearrangements of other utility, cable, pipeline, and other facilities in the same segment or portion of the 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 Authority at least five (5) working days prior to commencing each Rearrangement so that Authority may make arrangements for inspection and record keeping.

4.2.3 All work by City's forces or its contractors pursuant to this Article 4 of this Agreement shall comply with the environmental controls established in the

construction contract or Design/Build Contract between Authority and its contractor for the Project, including without limitation construction noise and vibration control, pollution controls, archeological coordination, and pale ontological coordination.

4.3 Maintenance

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

4.4 "As-Built" Drawings

Authority and City shall each maintain a set of "as-built" plans of Rearrangements performed by Authority 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 Authority and its contractor once a month, prior to Authority'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. Authority's approval of contractor's progress payment may 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, Authority 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 Authority, by Consultant, or by Contractor) shall be in a format, which conforms to the electronic formats of the following:

A) LABOE:

Street Improvements Plans - AutoCAD and hard copies to be scanned with Tif w/ 300 DIP min. after all signatures.

Stormdrain plans - AutoCAD and hard copies to be scanned with Tif w/ 300 DPI min. after all signatures.

Structure plans - AutoCAD and hard copies to be scanned with Tif w/ 300 DPI min. after all signatures.

Sewer plans - Micro Station and hard copies to be scanned Tif w/ 300 DPI min. after all signatures.

B) LABSL:

All plans - AutoCAD and hard copies to be scanned with Tif w/ 300 DPI minimum after all signatures.

- C) LABSS:
All plans - Micro Station and hard copy after all signatures.
- D) LADOT:
Traffic signal and striping plans - AutoCAD 2005 files compliant to the latest version of "LADOT Drafting Standard" and original signed Mylar sheets.
- E) ITA:
All plans - AutoCAD 2005 and hard copy.

4.5 City Activities

If City plans to undertake or authorize any activities, during the period of Construction of this Project, within or near any portion of a Project Right-of-Way (including without limitation construction of new facilities, repairs or modifications to existing facilities, parades, and similar activities) City will coordinate such activity with Authority to minimize impact, delay or interference with such Construction, and Authority shall reasonably cooperate with City with regard to same.

Article 5
City Construction Services, Inspection and Quality Assurance

5.0 Construction Support and Services

The City Department of Transportation, Bureau of Engineering, Bureau of Contract Administration, Bureau of Street Lighting, Bureau of Street Services, Bureau of Sanitation, Department of General Services, Police Department and Fire Department shall provide Construction support and services in support of the Project upon request from the Authority and reimbursement of their services shall be in accordance with Article 8. Where authorized by a Work Authorization, Construction support and services provided by these City departments and bureaus shall include the following:

- i) City construction inspection services and acceptance;
- ii) Materials testing and acceptance, including independent assurance sampling and testing (IAST) for materials used for construction of City facilities.
- iii) Change order review and approval for City Facilities.
- iv) Review and approval of required material and shop drawing submittals by the appropriate City office for City Facilities.
- v) Timely responses to requests for information.
- vi) Traffic and detour management.
- vii) Miscellaneous permitting and haul route approvals.
- viii) Other support and services, as requested or necessitated.
- ix) Review of all Fire/Life Safety plans and field inspection of systems installed as well as System Acceptance sign-off.

5.1 Inspection during Construction

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

5.1.1 Notwithstanding BCA inspection or approval of any Construction, all work performed by either Party for Construction of the Project shall be subject to Authority inspection and final approval. Authority 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 Authority shall be inspected by BCA. Such inspection services shall be authorized by Authority under an appropriate Work Order. City shall provide inspectors dedicated to Authority's Projects who will be available throughout Project Construction, at Authority's expense and as needed to support Authority's schedule for the 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 Authority Representative and Authority'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 may be required to submit copies of daily written inspection reports to Authority, each within 24 hours after the subject inspection. The City may remove and replace any inspector for cause within 5 working days after Authority's written request therefor.

5.1.3 At the inspections provided in accordance with Sections 5.1.1 and 5.1.2 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 Authority's construction manager as well as to Authority staff (as designated by the Authority Representative), followed by a written nonconformance notice no later than 24 hours after discovery. Likewise, Authority 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 no later than 24 hours after discovery. Each nonconformance notice shall include an explanation of the resolution desired by the notifying Party. All non-conformances with respect to Project Facilities constructed by City or its contractors pursuant to Article 6 of this Agreement must be corrected or resolved so that the Construction conforms to the final design and other requirements of the procurement documents approved by Authority (or in the case of work performed by City's own forces, to the final design approved by Authority and the requirements imposed pursuant to Section 6.1 of this Agreement). All notices of nonconformance provided by City with respect to City Facilities shall be addressed in accordance with Section 2.1.4 of this Agreement.

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 it by Authority's contractor in accordance with the SPP Notification Matrix. The final inspection of any Rearrangement shall be attended by the Authority Representative and the City Representative at Authority's expense. Each Party will provide to the other Party's Representative immediate written notice of any deficiencies or discrepancies in any Construction work discovered in the course of the final inspection. Each nonconformance notice shall include an explanation of the resolution desired by the notifying Party. All non-conformances with respect to Project Facilities Constructed by City or its contractors pursuant to Article 6 of this Agreement 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 Authority (or in the case of work performed by City's own forces, to the final design approved by Authority 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 of this Agreement. Both Parties' inspectors shall be available to observe and inspect any corrective work performed, as needed to support Authority's schedule for the 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 Authority 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

City shall have the right to test materials used in construction of City facilities by Authority's contractors. Authority or its contractor shall notify City 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 Authority shall notify City three (3) working days in advance when a plant inspection is required. Authority 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 Authority access to the samples used and to the testing laboratory for inspection of its equipment.

5.3.1 Equipment and Prototype Testing

Equipment and/or "or equal equipment" not approved by the 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 and for the prototype are required prior to fabrication of any new equipment intended for use on a City Facility.

5.4 Use of Improvements during Construction

The Authority is responsible to direct its contractor to allow the City the use of improvements during construction, if deemed necessary by the City and agreed to by the Authority. Any subsequent damage thereto shall be the Authority's responsibility unless caused by the City. 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 Project Construction. Authority will be given reasonable advance notice thereof. If City agrees in writing prior to the Utilization, 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

Authority or its contractors. Thereafter, Authority will not be required to re-clean such portions of the Facility except for cleanup made necessary by Project Construction activities.

5.5. Acceptance by City

City shall accept all Rearrangements and City Projects in accordance with Sections 6-8 of the Standard Specifications for Public Works Construction and corresponding Brown Book. Final Public Works acceptance of a City Facility is contingent on the completion of As-Built documents as provided in Article 4 of this Agreement, as applicable.

5.6 Reproducible Contract Documents

The Authority and City agree to provide the other with suitable reproducible copies of final contract documents which they have prepared or caused to be prepared to govern the performance of a given Construction project by a contractor of either Party 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 in accordance with its drafting standards, as mutually agreed to by the Parties.

5.7 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 the Party contemplating the work or its contractor.

Article 6
Project Work By City

In addition to specific Rearrangements which City may construct pursuant to Section 4.2 of this Agreement, Authority and City may agree that City shall design and construct or cause to be designed and constructed certain 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 shall conform to standards and specifications as established by the City and Authority.

6.2 Work Order for Design

When mutually agreed between Authority and City, Authority shall issue a Work Order to City, within 60 calendar days of City's request for such work order, for the Design of such 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 Authority with a preliminary estimate of the Cost of the Construction work, and City's estimate of Authority's share of such Cost, together with preliminary plans, specifications, and draft bid package. Upon Authority's approval thereof, City shall finalize all of the foregoing. Authority reserves the right to reject the preliminary plans, specifications and draft bid package. In such case, Authority shall reimburse the City for all authorized costs incurred in preparing the plans, specifications, and bid package.

6.4 Procurement

Upon Authority's approval of the final plans, specifications, bid package and construction cost estimate, City shall advertise the contract for bids. City shall inform Authority of Authority's share of the Cost, based upon the winning bidder's unit prices, and shall furnish Authority with copies of the extract of bids, together with sets of the final plans and specifications. Authority 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 Authority. Authority reserves the right to reject all bids, but in such cases Authority shall still reimburse the City for the Design and review costs to the Project.

6.5 Construction by Contractor

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

6.6 Construction by City Forces

Should City and Authority agree that work may be performed by City forces, the cost estimate to perform the work and Authority's share thereof shall be furnished to Authority for approval. Authority reserves the right to reject such cost estimate, but agrees to reimburse the City for all costs of the work performed up to that point. Upon Authority's approval of the cost estimate and Design, Authority 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 Authority, if the work is authorized by Authority. City shall obtain Authority'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 shall be subject to inspection in accordance with the provisions of Article 5 of this Agreement. City inspection services on the work performed pursuant to this Subsection shall be authorized by Work Order and shall be reimbursable in accordance with the procedures set forth in Article 5 of this Agreement.

6.8 Reports and Invoices

City shall furnish to Authority a monthly progress and accounting report for the work performed pursuant to this Article in a mutually agreeable format. Upon request by Authority, City shall additionally furnish an invoice and request for payment based on the Cost of the Construction work performed, in accordance with Article 8 of this Agreement.

6.9 Requirements

6.9.1 All Design, Construction and other activities to be performed by City pursuant to this Article shall be carried out in conformance with the time schedule(s) set forth in the applicable Work Order. 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 Authority's schedule for the 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 or with the 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 shall comply with the environmental controls established in the construction contract or Design/Build Contract between Authority and its contractor for the Project, including without limitation construction noise and vibration control, pollution controls, and archeological and paleontological 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 during the design stage. If materials are to be reused, the Authority'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 be returned by Authority to a location proximate to the salvage site and suitable to City. Subject to acceptance by Authority, materials removed by Authority not reused or desired by City, shall become the property of Authority, unless otherwise mutually agreed to.

7.2 Salvage Credits

Authority 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 of this Agreement.

Article 8
Reimbursements To City

8.1 Reimbursement to City

Except with respect to Betterments, the issuance of a Work Order shall obligate Authority to reimburse City in the manner provided by this Agreement. 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 Authority 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 Authority'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 Authority and City agree that the construction of the Project will eliminate the service need for a specific Conflicting Facility, Authority shall not be required to replace or compensate City for the Conflicting Facility, in which case Authority shall compensate City only for necessary Costs incurred in abandoning the Conflicting Facility; provided, however that Authority shall not be responsible for any Abandonment or 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 not limited to any "hazardous substance" as that term is defined under the Comprehensive Environmental Response unless Authority or its contractor caused the environmental hazard through its actions. Authority will assist with the determination of the party responsible for the "hazardous substance" and assist in making such party accountable and responsible for the measures necessary to remediate the site.

Article 9
Reimbursements And Credits To Authority

9.1 Survey; Review of Records

The amount of credits or payments, as applicable, due Authority for salvage shall be mutually agreed on by Authority and City based upon applicable books, records, documents and other data of City. To assist in the determination of credits or payments due Authority under this Agreement, Authority and City may conduct an inspection survey of each Conflicting Facility during the Design stage. Pursuant to a Work Order, City shall provide Authority 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

Authority shall receive payment for all Costs as defined in Subsection 9.7 of this Article. 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 Authority Where City Performs Work

Authority shall receive a credit against work performed by City for salvage and Betterments, and Expired Service Life of City Facilities, if contracted by Authority to perform the work under this Agreement. 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 Authority Where Authority Performs Work

Authority shall receive payment from City for salvage, costs of Betterments, and expired life service of City Facilities where Authority performs work. The amount of payment due shall be determined as provided in this Article. Authority shall invoice City for such payment in accordance with Section 12.7, and City shall make payments to Authority in accordance with Section 12.8 of this Agreement.

9.6 Expired Service Life Value

Authority 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 Authority in the appropriate Work Order, in accordance with the foregoing calculation. Authority 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 Authority

The term "Cost" shall mean the direct and indirect costs actually incurred by the Authority 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 Authority from time to time. Authority 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 Authority administrative and overhead cost. The term "Cost" shall also include additional costs due from the Authority to its contractors and/or consultants as a direct result of changes in design for which City is responsible under Article 2 of this Agreement, including delays that may result, provided that Authority, its consultants and contractors, have pursued the requested design change in a diligent and timely manner, have met their obligations under this agreement, Authority has demonstrated to the City that the change or delay has resulted in an adverse impact to the cost of the project and Authority has presented the necessary data to document the costs incurred.

Article 10
Indemnity, Warranties And Insurance

10.1 Indemnity

- 10.1.1 Authority agrees to indemnify, defend and hold 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 Authority's performance hereunder.
- 10.1.2 City agrees to indemnify, defend and hold harmless Authority, 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

Authority will require its contractors to 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, Authority warrants that any work affecting the structural stability of City Rights-of-Way shall be free from defect. Said warranty shall be for a period of two (2) years following City acceptance. Pursuant to this warranty and for the warranty period only, Authority, 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 Authority during the warranty period.

- (b) In connection with Rearrangements performed by Authority 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 Authority. Additionally and solely with respect to Rearrangements performed by Authority or its contractors and any work performed by City or its contractors hereunder, City and Authority 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 Authority, and, pursuant to this warranty, and for the warranty period only, City or Authority, 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 Authority or City in connection with a Rearrangement or with work on 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 Authority as additional insured. 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 Combined Single Limit (CSL) 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 CSL 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 Authority and City.

10.4 Contractor Bonds

In connection with Rearrangements and City Projects and any work performed by the City or its contractors, the City and the Authority may require their respective contractors to secure payment and performance bonds, or other equivalent sureties, naming both the City and the Authority as an additional obligee or co-beneficiary, as appropriate. Such bonds shall be issued by a California licensed surety.

Article 11
Funding and Financial Arrangements with Metro

The Metro is the funding agency to the Authority and will provide annual funding to the Authority for specific work and/or services in connection with the Project. The Authority's budget is based on construction costs according to the Contractor's schedule. The Authority is responsible to secure funding for the costs of City support activities from the Metro. Once the Metro approves the Authority's annual budget, all expenditures including the funding for the City's annual work program will have to be within the approved budget. Any increases to the City budget would have to be approved by both the Authority and Metro Boards.

The specific provisions and arrangements comprising the funding and financial arrangements with Metro shall be memorialized in a separate financial contribution agreement between the parties, to be executed separately and concurrently with this Master Cooperative Agreement.

Article 12
Work Plans, Work Orders, Billings, Deadlines and Delays

12.1 Work Performed by City

All work to be performed by City under this Agreement will coincide closely with Authority's design and construction schedule for the 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 schedules identified in Work Orders submitted by Authority.

12.2 Work Plans

Authority and City will cooperate to develop a mutually agreeable annual work plan for the Project for each Fiscal Year in accordance with the following provisions:

- 12.2.1 Not later than February 28 of each calendar year during the term of this Agreement, Authority shall provide City with information with respect to anticipated Project requirements. Authority's provided information shall include a list of each item of work that Authority anticipates to request from City with respect to the Project during the upcoming Fiscal Year and the estimated start and finish dates for the work item that Authority anticipates to request from the City. Within thirty (30) working days after receiving the required information from Authority, City shall submit a preliminary annual work plan to Authority for the Project that requires work by City during the upcoming Fiscal year, which will include an estimated amount of money that City will require reimbursement for work performed and purchase of requested items.
- 12.2.2 For each Metro Fiscal Year, following Authority's receipt of the preliminary annual work plans pursuant to Subsection 12.2.1, City and Authority shall negotiate in good faith to finalize such annual work plans, not later than April 30 prior to the commencement of such Metro Fiscal Year.
- 12.2.3 For each Metro Fiscal Year, within 60 days after City's submittal to Authority of the final annual work plans agreed upon by the Parties, Authority shall issue to City Work Orders identifying each item of work Authority anticipates City will perform through the end of the Metro Fiscal Year, the amount of money City and Authority agreed that City will be reimbursed therefor, and the anticipated schedule City will be required to meet in 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. City acknowledges that such Work Orders may be subject to amendments (including additions, deletions and modifications), and additional Work Orders may be issued throughout the Metro Fiscal Year as deemed appropriate by Authority for the Project, as approved by the City by signing off the amendment to the Work Order.

12.3 Work Orders

Authority shall issue Work Orders to City, following City's submittal of an estimate in the form required by Authority, 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 contractors 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 Authority and take such actions as Authority 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, City will be reimbursed therefor, 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 Authority 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 to in writing. City shall be reimbursed for all costs associated for implementing, developing, and executing of this Master Cooperative Agreement, all work related to preparing and implementing the Annual Work Programs, and City's cost-of-living adjustment changes.

12.4 Work Order Changes

12.4.1 Any proposed changes in a Work Order issued under this Agreement shall be submitted in writing to Authority for its prior approval. If Authority fails to respond in writing to a requested change within the time established in Section 15.1, the change shall be deemed accepted. However, any proposed change occasioned by emergency field construction difficulties may be submitted to Authority orally or by telephone, and shall subsequently be confirmed in writing by City. In such event, Authority agrees to act on such request as promptly as possible, and its resident engineer may convey Authority's decision orally, to be confirmed subsequently in writing.

12.4.2 Authority, at its sole discretion, may terminate Work Order at any time, but will reimburse City in accordance with this Agreement for Costs, if any, already incurred by City. If Authority terminates a work order, which allowed work under the Project SPP, the City may terminate the SPP. City agrees to notify Authority if at any time City has reason to believe that the Costs which it expects to incur in the next 60 days under any Work Order, 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 Authority's approval, and Authority may withhold its approval of any modification of scheduling requirements in its sole discretion. Without Authority's prior approval, City will not be reimbursed for Costs expended in excess of maximum amounts stated in a Work Order.

12.5 Deadlines and Delays

- 12.5.1 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 15.14 of this Agreement, if Authority has been requested 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, Authority shall 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 Authority's construction contract's critical path work. If such demonstration is sufficiently established, City shall be responsible for all actual documented costs and expenses incurred by Authority arising out of such delay. Authority's response to the City must address City's review comments, City's request for information, and notices on design and/or construction. If Authority and City agree, Authority may deduct the amount due from City to Authority pursuant to the Section 12.5 of this Agreement from payment or payments next due to City under this Agreement.
- 12.5.2 Authority and its contractors shall timely commence, diligently prosecute and complete Authority'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 Authority 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.
- 12.5.3 In addition to and without limiting any rights or remedies available under this Section 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 Authority reasonably determines that City will be unable to timely complete such work, Authority (without incurring any additional liability other than the Costs incurred as set forth in Subsection 12.4.2) may terminate City's work on such Rearrangement by giving notice to City in accordance with Section 12.4.2, and either perform the remaining work itself or cause such work to be performed by Authority's contractor, subject to the City's approval and inspection processes where City facilities are involved. If Authority takes over work as provided in this Subsection, City shall cooperate and assist Authority as otherwise provided in this Agreement.

12.6 Procedures for City Billings to Authority

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

12.6.1 City's billings shall begin within 90 days following the commencement of a specific Rearrangement or other work under a specific Work Order, and shall follow City's standard billing procedures. Invoices, and other data to document costs incurred, shall be provided to Authority upon request. Each billing shall be noted as either "progress" or "final," shall be addressed to the Authority 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 specific Work Order has been performed, shall be submitted to Authority with 90 days 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.

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

12.7 Procedures for Authority Billings to City

In those cases in which Authority performs Rearrangement or other work which is reimbursable to Authority in whole or in part under the terms of this Agreement, Authority shall submit to City progress statements indicating actual work performed during the billing period, the direct and indirect Costs thereof, and City's share of such Costs. Authority billing shall begin as soon as practicable following the commencement of a specific Rearrangement or other work, and shall follow Authority'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.

12.8 Payment of Billings

Payment of each bill properly submitted pursuant to Subsections 12.6 or 12.7 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) Authority may withhold credit amounts due Authority if City has not posted such credits within forty (40) working days after submittal of requests for same by Authority, (d) City may stop any works pursuant to Authority's work plan if Authority fails to issue payments to any parts of City's billings within forty (40) working days and without proper notification to City the reasons of delay such as disputed billings.

12.9 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 the Project, from the date hereof through and until expiration of three (3) years after the accepted completion of all Rearrangements for the 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 13. City and Authority shall include in any contracts entered into by City or Authority, respectively, for the performance of work on Rearrangements hereunder the above requirements and require 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 13
Resolution Of Disputes

13.0 **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. Any dispute that cannot be settled through direct negotiation may be resolved through non-binding arbitration.

13.1 **Dispute Notice**

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, or any Construction involving or otherwise relating to the Construction Project ("Dispute"), the complaining Party shall provide a notice of the dispute ("Dispute Notice") to the other Party. The dispute Notice shall describe the facts surrounding the dispute in sufficient detail to apprise the other Party of the nature of the complaint. The complaining party may, but will not be required to, aggregate the Dispute with other disputes into one Dispute Notice; provided, however, except with respect to design and construction defects which manifest themselves following the conclusion of the Project, the Dispute Notice must be delivered to the other Party no later than 90 calendar days after the conclusion of the construction and acceptance of the work within the City.

13.2 **Negotiation; Reference Proceeding**

The Parties shall attempt to settle all disputes. To this effect, the Parties shall conduct at least one face-to-face meeting in which they shall consult and negotiate with each other, and, recognizing their mutual interests, attempt to reach a solution satisfactory to both Parties. Such meeting shall take place within seven (7) calendar days following delivery of a Dispute Notice, or within such extended period as agreed by both Parties in writing. Except with respect to Provisional Relief (as defined below), compliance with the Dispute Notice and negotiation provisions hereof shall be a condition precedent to the filing of any action involving a dispute.

13.3 **Arbitration – No Work Stoppage**

13.3.1 Failing a resolution through the good faith efforts described above, 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.

- 13.3.2 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 an 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.

13.4 Arbitration – Work Stoppage

- 13.4.1. 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 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.
- 13.4.2. 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 13.2.2 hereof as to the making of the award shall also apply.

13.5 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.

13.6 Scope of Authority

The Arbitrator shall have only the authority to issue a non-binding award to resolve the dispute of the Parties.

13.7 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.

13.8 Other Provisions

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

13.9 Implementation

Each Party promptly will take any action required of it in order to implement an agreed upon Dispute resolution.

13.10 Cooperation

The Parties shall diligently cooperate with each other to ensure an efficient and expeditious resolution to each Dispute, if possible.

Article 14
Federal and Other Requirements

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

14.1 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 Authority from third parties (provided that Authority gives reasonable notice of such requirements to City). City shall permit the authorized representatives of Authority, the U.S. Department of Transportation, the Comptroller General of the United States, State of California, and any other government agency providing funding or oversight on the 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 the 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 the Project, or such later date as is required by the rules and regulations of any such government agency (provided that Authority 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, City represents and warrants that such records are accurate and complete. City shall include in any contracts it enters into for the performance of work hereunder the above requirements and require its 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.

14.2 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.

14.3 Prohibited Interests

No member, officer or employee of Authority, 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 Authority's and City's knowledge, no board member, officer or employee of Authority 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.

14.4 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.

14.5 Disadvantaged Business Enterprise

In connection with the performance of this Agreement, City will cooperate with Authority 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.

14.6 Prior Approval

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

14.7 Non-Discrimination

Without limiting any other provisions of this Article 14, 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 15
Miscellaneous Provisions

15.1 **Approvals; Further Documents and Actions**

15.1.1 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.

15.1.2 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.

15.2 **Notices**

15.2.1 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 the City:

General Manager
Los Angeles Department of Transportation
100 S. Main Street, 10th Floor
Los Angeles, CA 90012
Facsimile No.: (213) 972-8410

To the Authority:

Chief Executive Officer
EXPOSITION METRO LINE CONSTRUCTION AUTHORITY
One Gateway Plaza
Los Angeles, CA 91012
Attention: Mr. Richard D. Thorpe, CEO

To the Metro:

Chief Executive Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 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, registered mail, postage prepaid, or 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, Authority or Metro may from time to time designate any other address or addressee or additional addressees for this purpose by written notice to the other Party.

15.2.2 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 Metro Representative, the Authority Representative and the City Representative.

15.3 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.

15.4 Waiver

The failure of any Party at any time or times to require performance of any provisions 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.

15.5 Amendment; Entire Agreement; Modification

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 all three parties.

15.6 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.

15.7 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 Metro, Authority 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.

15.8 Bonds/Fees.

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

15.9 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.

15.10 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.

15.11 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.

15.12 Incorporation of Exhibits

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

15.13 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.

15.14 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 Authority, 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 Authority agrees to reimburse City for the incremental actual costs of such efforts.

15.15 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.

15.16 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.

15.17 Survival

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

15.18 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 the 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.

15.19 Entire Agreement

This Agreement constitutes the entire agreement of the parties with respect to, and supersedes all prior written and oral agreements, understandings and negotiations with respect to, the subject matter hereof. Any and all prior agreements, understandings or representations relating to the transactions referred to herein are hereby terminated and canceled in their entirety and are of no further force and effect.

15.20 Funding Sources

The City shall at the request of the Authority, assist in identifying and securing funds for the Project. The City and the Authority shall work jointly to optimize funding alternatives for the Project.

15.21 Community Commitments

The Parties agree that commitments made to the community shall be incorporated into the Project subject to the availability of funding. The cost of any Betterment that is incorporated into the Project as a result of commitments made to the community by the Authority shall be the sole financial responsibility of the Authority.

15.22 Authority of Parties

Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed as of the date first set forth above.

CITY OF LOS ANGELES

EXPOSITION METRO LINE
CONSTRUCTION AUTHORITY

By: _____
Antonio R. Villaraigosa, Mayor

By: _____
Richard D. Thorpe,
Chief Executive Officer

By: _____
General Counsel

LOS ANGELES METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
Roger Snoble,
Chief Executive Officer

By: _____
General Counsel

APPROVED AS TO FORM:

ATTEST

ROCKARD J. DELGADILLO, City Attorney

FRANK T. MARTINEZ, City Clerk

By: _____
Shelly Smith
Assistant City Attorney

By: _____

Date: _____

EXHIBIT A

Exposition Metro Line Configuration Map (Phase I)

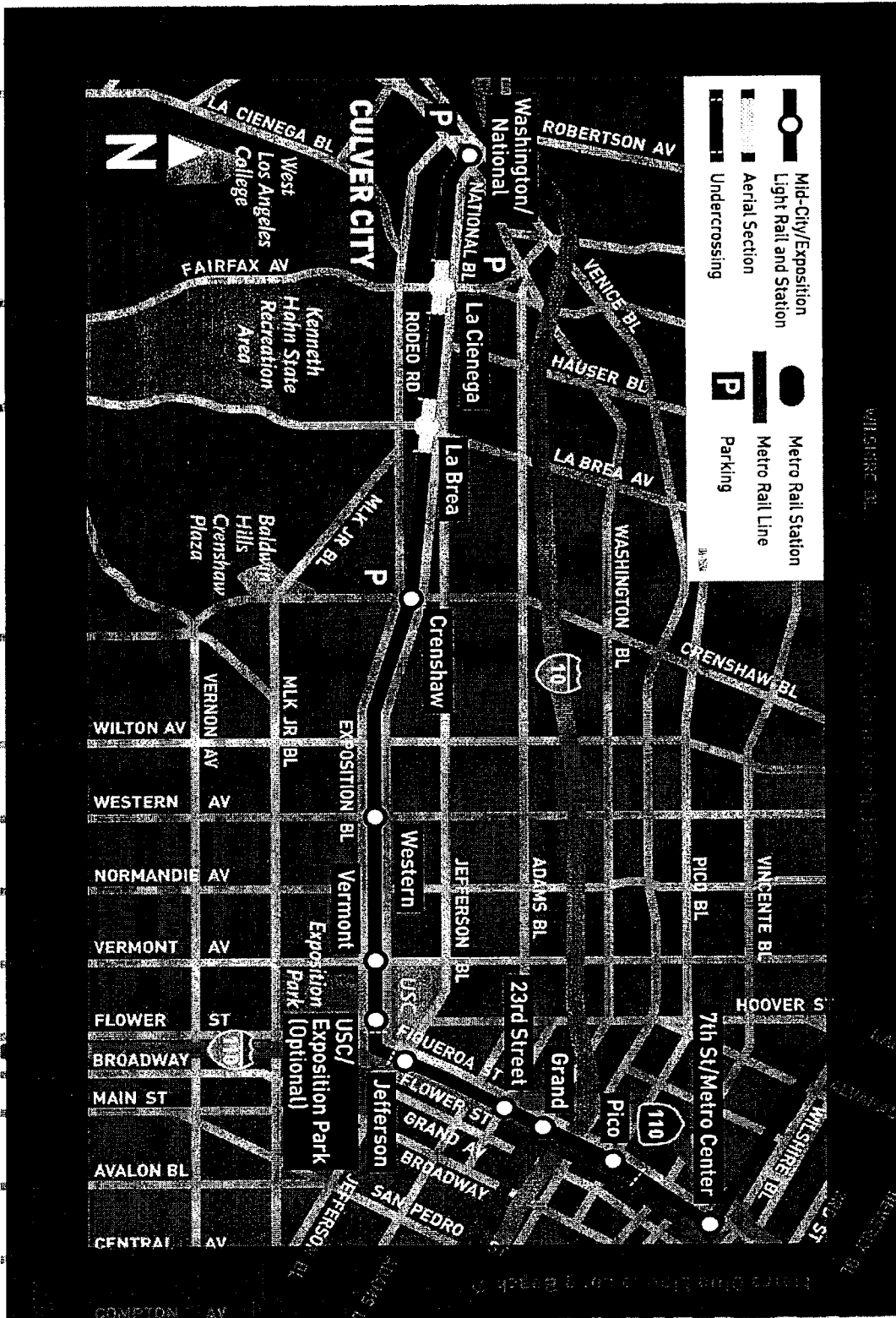


EXHIBIT B
SPP Notification Matrix

CITY OF LOS ANGELES
MID CITY EXPOSITION LIGHT RAIL TRANSIT PROJECT

ITEM	OFFICE TO NOTIFY/CONTACT		REQUIRE NOTICE (WORKING DAYS)
DEPARTMENT OF TRANSPORTATION (LADOT)			
Work on signal-controlled intersection	Traffic Signal Inspector Central Yard Western Yard ATSAC Center Major Construction	(818)756-8414 (213)485-7689 (213)847-3724 (213)485-2815 (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	Traffic Signal Daytime After Hours Central Yard Western Yard Major Construction	(213) 847-2991 (213) 485-2046 (213) 485-7689 (213) 847-3724 (213) 485-2610	Immediate See note No. 6
Parking meter damage	Parking Meter Supervisor Major Construction	(213) 485-2273 (213) 485-2610	Immediate See note No. 6
Parking meter head removal and replacement	Major Construction	(213) 485-2610	5 See note No. 6
Traffic sign removal, relocation and replacement	Major Construction	(213) 485-2610	10 See note No. 6
Changes relating to temporary striping	Major Construction	(213) 485-2610	If City 10 If Contractor 5 See note No. 6
Final traffic striping, signing and pavement marking	Major Construction	(213) 485-2610	If City 10 If Contractor 5 See note No. 6
Street Closures: Traffic Management Plan/Traffic Control Plan	Major Construction	(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.	Major Construction	(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.	Major Construction	(213) 485-2610	2 See note No. 6
Return of salvage traffic signal equipment	Major Construction 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
Incidents requiring unscheduled closure of sidewalks, traffic lane or street.	Major Construction Traffic Management	(213) 485-2610	Immediate
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	(213) 580-5080	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	(213) 580-5080	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		(213) 580-5080	3 See Note No. 4 below
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 (including new or revised permits)	Street Use Inspection Division, Senior Inspector	(213) 847-3737	7 See note No. 6
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 Holidays between 6 PM and 8 AM.	Commission Investigation Division, Noise Enforcement Team	(213) 485-2102	25 See note No. 6
	Transit Liaison	(213) 922-3568	
Full street closures and TMP implementation.	Street Closures 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.	Inter-Agency Engineering Division	(213) 847-1524	Immediate See note No. 6
Testing and equipment (shop drawings) evaluation and approval. (20 W.D. review)	Inter-Agency Engineering Division	(213) 847-1524	3
Temporary street lighting system/plan (10 W.D. review)	Inter-Agency Engineering Division	(213) 847-1524	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 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, street lighting system, 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 10% 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, Authority 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 allow the City and Authority 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 20% 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, Authority 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 addenda must be reviewed and approved 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 Authority simultaneously to ensure timely reviews. The Design effort is advanced to the Pre-Final Design through as many as two submittals and reviews and reaches 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 documentation 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, Authority 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 Authority. Authority will ensure comments have been resolved on each submittal and before design advances to next level. The Design/Build contractor will then revises and advance the design to complete 100% Final Design plans and submit for final approval. Upon final approval by the City and Authority 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 Authority.

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, Authority 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 Authority projects may involve Partial Design Submittals to facilitate Construction of Components of Authority 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 Authority 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 Authority. Failure to complete the final design process within the above period will result in Authority and the City suspending the Advanced Partial Design process.

