

**MEMORANDUM OF AGREEMENT
FOR CONTRACT C1120
OF THE PURPLE LINE EXTENSION PROJECT – SECTION 2
BETWEEN
THE CITY OF BEVERLY HILLS
AND
THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY**

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**MEMORANDUM OF AGREEMENT
FOR CONTRACT 1120
OF THE PURPLE LINE EXTENSION PROJECT – SECTION 2
BETWEEN
THE CITY OF BEVERLY HILLS
AND
THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY**

THIS MEMORANDUM OF AGREEMENT (“Agreement”), dated, _____, 2019 (“Effective Date”) is made by and between the Los Angeles County Metropolitan Transportation Authority (the “LACMTA”) and the City of Beverly Hills (the “City”), collectively referred to herein as “the Parties.”

**ARTICLE I
Recitals**

The City and the LACMTA desire to enter into this Agreement to accommodate Construction pursuant to the C1120 Contract; this is part of Section 2 of the Purple Line Extension Project. This Agreement solely covers the C1120 Contract Construction required for the Project, including advance relocation of City-owned utilities. The City and the LACMTA have entered into separate agreements to cover the third party advance utility relocation work for the Project.

The Project is defined as a heavy rail project extending from the future Wilshire/La Cienega Station, traversing through the City of Beverly Hills and the City of Los Angeles and ending at the proposed Constellation Station in Century City. The LACMTA has informed the City that the C1120 Contract Construction is necessary to build the Wilshire/Rodeo Station and tunnels as part of the Project. The Wilshire/Rodeo Station is the only station for the Project located within the jurisdictional boundaries of the City. The Wilshire/Rodeo Station box will be located under Wilshire Boulevard generally bounded by Beverly Drive on the west, S. Canon Drive on the east and within/below the Wilshire Boulevard right-of-way. The subway tunnel will traverse underneath City Rights-of-Way, public properties, and private properties.

The scope of the C1120 Contract includes the demolition of existing buildings and the clearing of two properties within the City to facilitate the future Station entrance and Construction operations. The scope of work includes all tunneling, excavation, and Station Construction work including architectural finishes, mechanical and electrical systems and equipment including train control, traction power, communications, track work and the system tie-in to the existing Metro Purple Line, including testing and commissioning.

The C1120 Contract is a Design-Build Contract with the C1120 Contractor being responsible for the final Design and Construction of the C1120 Contract’s scope of work. The Parties desire to cooperate so that, among other things: (1) the C1120 scope of work is completed in a safe and timely manner; (2) the City has assurances that it will receive reimbursements for its costs; (3) the City has assurances that the environmental and public safety impacts of the Project are mitigated

to reasonable and equitable levels; (4) the City has assurances that, unless the Parties agree otherwise, the LACMTA complies with the requirements and standards of the Beverly Hills Municipal Code; and (5) the LACMTA has assurances that the City will issue permit(s) and review submittals in a timely fashion and perform all appropriate inspections.

By this Agreement neither party is conceding any legal position that it may assert regarding its rights to use, regulate, or construct in the public right of way in the City of Beverly Hills.

This Memorandum of Agreement for the C1120 Contract addresses the following:

- Designation of the City Representative and LACMTA Representative and the development of an emergency contact list;
- Procedures that the LACMTA and the City will follow in reviewing and approving plans, submittals, and permit applications associated with the C1120 Contract Construction, which may include the planning, designing and effecting the Rearrangement of City Facilities, City utilities and various other public and private utilities, including certain work outside of City Rights-of-Way, such as demolition of buildings;
- Manner in which the City will be reimbursed for its costs for activities associated with the Project;
- Construction staging and traffic control requirements;
- Allowable work hours and workdays, including the process for requesting work outside of the allowable work hours/days;
- Noise and light spill mitigation measures;
- Tree removal and replacement procedures;
- Mitigation measures for businesses impacted by Construction;
- Air quality mitigation measures;
- Protections for Beverly Hills High School;
- Advance notification process for all construction activities, including any planned service interruptions, and establishment of a public phone line;
- Inspection during Construction and enforcement and remedies for violations of mitigation conditions;
- Operation and maintenance of City Facilities;
- Indemnity, warranties and insurance requirements;
- Federal and other requirements; and

- Penalties for delays.

The City Council has approved this Agreement in good faith reliance on the following representations provided by the LACMTA's Chief Executive Officer, Phillip A. Washington, which will be addressed in a separate settlement agreement between the parties:

- The LACMTA and/or the City will construct a Station portal on the north side of Wilshire Boulevard at a location approved by the City Council. The LACMTA will contribute fifty percent (50%) of the total cost of designing and constructing the portal. The LACMTA's total costs to design and construct facilities within the Station box in support of a north side portal shall be a credit that is counted as part of the LACMTA's contribution toward the total cost of designing and constructing the north side portal outside the Station box.
- The LACMTA will cause to be constructed and then make available public restrooms to serve Station customers. The public restrooms may be constructed and made available in connection with a future development that benefits from the Station's existence; and

The City Council and the LACMTA's Board of Directors will bargain in good faith regarding the terms of the foregoing representations, and intend to conclude such bargaining within six (6) months after this Agreement's effective date, subject to compliance with the California Environmental Quality Act and the National Environmental Policy Act.

ARTICLE II

Term Of Agreement And Definitions

The term of this Agreement shall commence on the Effective Date and shall terminate when all C1120 Contract work within the jurisdiction of the City is completed and any Rearrangement of City Facilities is inspected and accepted by the City and a notice of completion is finalized and recorded.

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

- (a) "Betterment" is defined as an upgrade (*i.e.* increasing capacity, capability, durability, efficiency or function) to an existing City Facility, Replacement Facility or component thereof, which is specifically identified by the City as a Betterment and requested by the City to be incorporated into the Project, or which is requested by the City and identified as a Betterment by the LACMTA and which the Parties agree is a Betterment before construction of the Betterment (whether constructed by the LACMTA or by the City or by their respective contractors), which will increase or upgrade the service capacity, capability, appearance, efficiency or function of such City Facility or Replacement Facility over that which was provided by the corresponding existing City Facility or Conflicting Facility. A Betterment may also include a redesign, upgrade, or modification to the appearance of the Project's Design. Notwithstanding the foregoing, the following shall not be considered Betterments:

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

- (ii) An upgrade resulting from Design or Construction in accordance with applicable City Standards;
 - (iii) Measures to mitigate Construction impacts or environmental impacts identified in the Project's Final Environmental Impact Report or Statement, any supplemental environmental reports or this Agreement and all attachments and exhibits herein;
 - (iv) Replacement of devices or materials no longer regularly manufactured with an equivalent grade or size (or as provided in the next sentence, a better grade or size), regardless of whether the replacement grade or size exceeds the City Standard. If an equivalent grade or size is not available, the next higher grade or size shall be used unless otherwise approved by the City Representative;
 - (v) A Replacement Facility that is the consequence of changes made by the LACMTA or its designers/contractors after the release of the RFP;
 - (vi) Any Replacement Facility that is equivalent to the City Facility being replaced or surrounding City Facilities; and
 - (vii) Compliance with any permit conditions.
- (b) "C1120" or "C1120 Contract" means the contract awarded by LACMTA for the Design and Construction of the stations and tunnels for Section 2 of the Purple Line Extension Project.
 - (c) "C1120 Contractor" or "Contractor" means the design build contractor under the C1120 Contract, including its designers, engineers, consultants, and subcontractors who have been contracted to design and construct the C1120 scope of work.
 - (d) "City Facility" means City Rights-of-Way and real or personal property under the ownership or the exclusive operation of the City. City Facilities may include, but are not limited to, public streets, curbs and gutters, sidewalks, traffic signals, signing, roadways, bridges, retaining walls, alleys, water lines, storm drains, sanitary sewers, parking lots, parks, public landscaping and trees, traffic control devices/systems, street lighting systems, street furniture, benches, trash cans and public, police and fire alarm systems. City Facility does not include utility lateral lines that extend from a main line into private property.
 - (e) "City Representative" means the person or persons designated by the City Manager pursuant to Article III of this Agreement, to represent the City who shall manage and coordinate interactions between the City and the LACMTA concerning the Project and each component thereof in a timely manner, in accordance with Article III. City Representative may include a Consultant. The City Representative is authorized to bind the City where City approval is required under this Agreement, unless (i) otherwise specified herein; or (ii) the City Council requests to exercise such approval authority for a particular discretionary decision or decisions.

- (f) “City Rights-of-Way” means real property owned by the City, whether title is held in fee, easement, right-of-way, or otherwise, whether recorded or unrecorded, including prescriptive rights and licenses.
- (g) “City Standard” means the City’s rules, regulations, ordinances, practices and codes of the City, including, but not limited to, standards, plans, specifications, general provisions and approved materials for public works projects that the City has documented in writing or has previously implemented. City Standards may also include published standards of appropriate, recognized professional organizations or requirements of the State of California or Federal Government.
- (h) “Conflicting Facility” means an existing City Facility, which the City and the LACMTA determine is so situated as to require Rearrangement in order to design and construct or operate the Project without adversely impacting the operation and maintenance of that City Facility.
- (i) “Construction” means the work of removal, demolition, replacement, alteration, realignment, building, fabricating, landscaping of all City Facilities, Facilities, Replacement Facilities, and new fixed facilities to be built and systems and equipment to be procured and installed that are necessary to complete the Project and the C1120 Contract in accordance with approved plans and specifications.
- (j) “Construction Staging Plans” means construction phasing/sequencing plans, which may include Traffic Management Plans developed for the C1120 Contract.
- (k) “Consultant” means the person, persons or entity contracted by the City for the purpose of performing work on behalf of the City, which is necessary to meet the City’s obligations under this Agreement. Consultant does not refer to the “Independent Compliance Monitor” for monitoring sound and other conditions and mitigation measure requirements.
- (l) “Costs” shall mean all Direct and Indirect Costs incurred by the City and the LACMTA.
- (m) “Days” means calendar days including Saturdays, Sundays, and legal holidays. See also definition of Working Days.
- (n) “Design” means engineering, architectural and other design work and the resulting maps, plans, specifications, special provisions, drawings, calculations, computer software and estimates which are needed to construct the Project.
- (o) “Design Review” means the process of critical evaluation of plans and specifications by the LACMTA, the City and others as necessarily required to complete the C1120 Contract.
- (p) “Direct Costs” means labor costs, Consultant costs and costs of purchasing equipment and/or materials, without markup or overhead of any kind. Direct Costs may be determined by the City’s pre-existing labor costs standards which the City may revise on an annual basis.
- (q) “Effective Date” means the date set forth in the Preamble.

- (r) “Facility” means real or personal property now or in the future to be located within the City Rights-of-Way, including but not limited to, roadways, pipes, mains, services, meters, regulators and any equipment, apparatus and/or structure appurtenant thereto or associated therewith.
- (s) “Fiscal Year” means July 1 through June 30.
- (t) “Hazardous Material” means any material that meets the definition of hazardous waste, materials, or substances set forth in: (i) California Health and Safety Code Sections 25115, 25117, 25122.7, 25316, and 25281; (ii) the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, *et seq.* (42 U.S.C. Section 6903); and (iii) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 6901.
- (u) “Independent Compliance Monitor” or “Compliance Monitor” means the LACMTA funded independent compliance monitor selected jointly by the LACMTA and the City to ensure compliance with the conditions and required mitigation measures for the Project pursuant to Article XVI of this Agreement.
- (v) “Indirect Costs” means administrative and overhead costs.
- (w) “LACMTA Representative” means the person designated by the Chief Executive Officer of the LACMTA pursuant to Article III of this Agreement to represent the LACMTA in all dealings with the City for purposes of this Agreement, in accordance with Article III. The LACMTA Representative is authorized to bind the LACMTA where LACMTA approval is required under this Agreement, unless otherwise specified herein.
- (x) “PDD Permit” means a permit approved by the City Council and issued by City staff that authorizes the LACMTA and its contractors to proceed with construction in a manner consistent with the Project Definition Documents submitted to and reviewed by the City.
- (y) “Project” means Section 2 of the Purple Line Extension Project within the City of Beverly Hills.
- (z) “Project Definition Documents” or “PDD” mean the C1120 Contract drawings, plans, and specifications provided to the City by the LACMTA, that define the anticipated scope of the C1120 Contract.
- (aa) “Rearrangement” means the alteration, removal, replacement, reconstruction, support or relocation of a City Facility or portion thereof or Facility or portion thereof, whether permanent or temporary, which facility the LACMTA determines must be rearranged in order to complete the Project.
- (bb) “Replacement Facility” means a facility, which is constructed or provided under the terms of this Agreement as a consequence of the Rearrangement of a Conflicting Facility or portion thereof.
- (cc) “RFP” means the Request for Proposals issued by the LACMTA in connection with the C1120 Contract.

- (dd) “School District” shall mean the Beverly Hills Unified School District.
- (ee) “Section 2” means the portion of the Purple Line Extension Project generally between La Cienega Boulevard and Avenue of the Stars.
- (ff) “Traffic Management Plan” means the various Worksite Traffic Control Plans and any other measures intended to mitigate traffic circulation, which may be included in Construction Staging Plans, for the various stages of Construction that the LACMTA may submit as part of its permit applications.
- (gg) “Wilshire/Rodeo Station” or “Station” shall refer to the proposed Purple Line subway station to be constructed substantially under Wilshire Boulevard generally between Beverly and Canon Drives within the City of Beverly Hills.
- (hh) “Working Days” or “Work Days” means those days that Beverly Hills City Hall is open for business.
- (ii) “Worksite Traffic Control Plan(s)” means the plans depicting the stages of traffic control for each stage of Construction for the C1120 Contract.

ARTICLE III

Designation Of The City Representative And The LACMTA Representative; Emergency Contact List

The City Manager, with the concurrence of the City Council, shall designate as the City Representative a person, persons, the holder of specified offices or positions or a third-party Consultant or Consultants to act as the City Representative for the Project. The City Representative(s) will have the responsibility to manage and coordinate the City interaction with the LACMTA concerning the Project and each component thereof in a timely manner. The City may change its designated representative(s) by providing seven (7) Days written notice to the LACMTA.

The Chief Executive Officer of the LACMTA shall designate a person, or the holder of a specified office or position, to act as the LACMTA Representative for the Project. The LACMTA Representative will have the responsibility to manage and coordinate the LACMTA’s interaction with the City concerning the Project. The LACMTA may change its designated representative by providing seven (7) Days written notice to the City.

The City Representative(s) and the LACMTA Representative shall confer from time to time to coordinate the work required to complete the C1120 Contract.

The LACMTA Representative and the City Representative shall establish an emergency contact list. Contact information for all organizations involved in the Project or organizations that have Facilities in the Project area including agencies, utility companies, contractors, sub-contractors, consultants and any other entity shall be included. The Parties shall require that each organization shall designate an emergency contact process that provides for the availability of resources twenty-four (24) hours per Day/seven (7) Days per week in the event of an emergency.

ARTICLE IV

Permitting and Submittal Process

Concurrent with the City Council approval of this Agreement, the City Council has approved the PDD Permit with appropriate conditions of approval attached as Exhibit A.

The following process shall govern City review and approval of Design submittals that are consistent with the PDD Permit approved by the City Council:

- (a) Within ten (10) Working Days after receipt of a Design submittal (i) the City shall inform the LACMTA whether the documents, including the plans and specifications, are complete for the City's technical review purposes, and (ii) if not complete, the City shall so notify the LACMTA and shall return the submittals to the LACMTA together with an identification of those portions that are not complete and a description of the missing information listing the deficiencies.
- (b) Within thirty (30) Days after the City deems the Design submittal complete, City staff shall complete its review, and (i) approve the Design submittal or (ii) transmit its comments in the form of a comment matrix and annotated plans (as appropriate) to the LACMTA.
- (c) Before the thirty (30) Day review period ends, the City and the LACMTA may mutually agree to an extension of the review period. A request for an extension by either party shall not be unreasonably withheld.
- (d) If the LACMTA wishes to pursue a Design submittal that the City determines is not consistent with the City Council-approved PDD Permit, then within thirty (30) Days after City staff has completed its review of the Design submittal, an agenda item will be included on the City Council's agenda in connection with a regularly scheduled meeting of the City Council where the Council shall consider whether to approve the Design submittal. The City Council may vote on the Design submittal or continue the matter to another meeting of the City Council. During consideration of the Design submittal, the City Council is permitted to impose conditions of approval for protection of the public health, safety or welfare. A Design submittal shall be considered consistent with the City Council approved PDD Permit if, in the opinion of the City Representative, it does not change the purpose of the PDD Permit, is de minimis and will not have material effects on City Facilities or City services or material adverse construction effects on adjacent properties.
- (e) Within seventy-two (72) hours after approval of the Design submittal by the City Council, the City must issue a revised PDD Permit and/or transmit a letter to the LACMTA approving the Design submittal, which shall include any conditions of approval.

The provisions of subsections (a) through (e) of this Article will also apply to any re-submittal of Design submittals by the LACMTA, whether in response to a City notice or return of incomplete Design submittals, or in response to the City's comments. Re-submittals shall include the City's comment matrix, the City's annotated plans and confirmation of comment resolution. The

LACMTA will use its best efforts to ensure that the City's comments are resolved prior to re-submittal. The LACMTA may conduct comment resolution meetings to address concerns with the City's comments for the purpose of reaching a satisfactory resolution.

The LACMTA, its consultants, its contractors, including the C1120 Contractor, and respective third parties will be responsible for errors and omissions in the application materials, including plans, specifications, submittals and all other related contract documents that they prepare. The City's exercise of its Design Review and approval rights hereunder is solely for the City's benefit, and the City hereby disclaims any representation or warranty based on or arising out of any such approval that the Design, plans, and/or specifications are constructible, free from errors or omissions, or in compliance with applicable laws.

All changes required to accommodate differing existing site conditions are the responsibility of the LACMTA, its consultants and contractors.

ARTICLE V

Permit Fees

All Costs (Direct and Indirect) incurred by City staff or its Consultant(s) as a result of permit issuance, including without limitation, plan and/or Design Review and approval, Construction inspection, coordination, and testing, will be reimbursed by the LACMTA through reimbursement procedures as provided for in this Agreement (see Article XI). Except for the fees associated with the permits listed below, any fees imposed will be pursuant to City Standards in place at the time the fee is triggered. The City shall not enact new fees for the primary or sole purpose of imposing new fees on LACMTA or the Project.

The Design submittal and construction approval processes as set forth in this Agreement shall be in lieu of the requirements listed below. Any costs associated with the requirements listed below shall be reimbursed by LACMTA to the City through the procedures set forth in this Agreement:

- Excavation Permits
- Demolition Permits
- Potholing Permits
- Utility Permits
- Street Improvement Permits
- Encroachment Permits
- Exemptions from Holiday Season Restrictions
- Lateral Support Bonds
- Liability Insurance
- Street Damage Restoration Fees
- Engineering Process Fees
- Discharge of Excess Water into Street Permits
- Major Transit and Transportation Construction Impact Area Traffic Management Fees
- Peak Hour Exemption
- Lane Closure Permits (including Sidewalk Closure Permits)

- Staging Material Permits (Street or Sidewalk Closure)
- Overload Permits
- Storm Drain Permits
- Connection Permits
- Revocable Encroachment Permits
- Overload Permits
- Building Material Permits
- Tree Removal Permits
- Tree Prune or Root Prune Permits
- Tree Planting Permits

Nothing in this Article relieves the C1120 Contractor from its obligation to pay the City's Business License Tax and comply with the City's Dewatering Ordinance, found at Section 9-4-610 of the Beverly Hills Municipal Code.

ARTICLE VI

Design Criteria and Operation and Maintenance of City Facilities

The Design, Construction, Rearrangement, and/or relocation of temporary City Facilities, including utilities, street and sidewalk restoration, traffic control, and any repair, replacement, or other construction of City Facilities shall be made, at the LACMTA's sole responsibility and expense, to conform to the City Standards in effect at the time of PDD Permit issuance, except as mutually agreed between the City and LACMTA. The Design and Construction of street and sidewalk restoration, traffic control, tree restoration, and any repair, replacement or construction of any other City Facilities, except for City utilities, for permanent use thereafter shall be located and constructed in accordance with applicable City Standards in place 180 days prior to the time permanent Construction begins. The City Standards and procedure for permanently relocating City utilities shall be governed by Article XXII. No work shall cause a material increase to maintenance and/or operation costs of the City. The 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 delaying or frustrating the Project. In the event that the City adopts any new City Standard, or otherwise amends or supplements an existing City Standard, the City shall immediately thereafter give notice to the LACMTA of the new, amended, or supplemented City Standard.

LACMTA agrees to be responsible, at LACMTA's expense, for operation and maintenance of City Facilities and other Facilities placed into a temporary condition as a result of the Project. The responsibility includes financial responsibility for any water quality or other regulatory violations or other violations of law that result from operation and maintenance problems with the City Facilities or other Facilities while they are being operated and maintained by the LACMTA in a long-term, temporary condition and remedying the cause of any such violations. The responsibility for operation and maintenance begins when the existing City Facilities or other Facilities are modified in any way or if access to existing City Facilities or other Facilities is not available due to Project-related Construction. The LACMTA's responsibility for operation and maintenance ends when the City Facilities and other Facilities are relocated/rearranged to their permanent location (if required by the City) and accepted in accordance with Article XXI. LACMTA further

agrees to coordinate with the City and conduct utility operation or maintenance, including regulatory compliance measures, when the City Facilities or other Facilities are in a temporary condition.

Notwithstanding the LACMTA's responsibility to operate and maintain City Facilities placed in a temporary condition as a result of the Project, the City may repair such facilities if, in the City's reasonable opinion, the LACMTA has not adequately or timely addressed a malfunction, defect or maintenance problem with the City Facility. The LACMTA shall reimburse the City for all reasonable Costs associated with the City's repair of a temporary City Facility. The LACMTA shall provide the City access to repair or maintain all City Facilities.

ARTICLE VII

Betterments

At any time the City may request a Betterment to a City Facility or to LACMTA infrastructure, provided that a Betterment of LACMTA infrastructure requires LACMTA approval, which shall not unreasonably be withheld. Within forty-five (45) Days of the City's request, LACMTA shall clearly identify to the City any Design or Design change requested by the City that the LACMTA considers a Betterment. If the LACMTA fails to do so, then the City's requested Design or Design change shall not be considered a Betterment. Any Betterment requested by City staff is to be approved by City Council.

Any Design or Design change initiated by the City shall specifically identify any Betterment included in such Design or Design change.

It is understood and agreed that no Betterment may be performed in connection with the Project (whether designed or constructed by the City or by the LACMTA) which is incompatible with the Project or which cannot be performed within the constraints of applicable law, and/or any applicable governmental approvals. The City or a third party designated by the City shall bear the Cost of all Betterments. The LACMTA shall make all commercially reasonable efforts to obtain the best possible price for all Betterments requested by the City. The City may participate directly in any negotiations between the LACMTA and the Contractor concerning the price of any Betterments.

ARTICLE VIII

City Rights-of-Way And Cost Liability

The LACMTA shall be responsible for the cost of all Construction associated with the Project and C1120 Contract, including the cost of all Rearrangements and restoration of the City Rights-of-Way. If City Facilities will be relocated from the existing City Rights-of-Way to a new location that falls outside existing City Rights-of-Way, then the LACMTA, at no cost to the City, shall convey to the City a new right-of-way approved by the City for such relocated City Facilities.

ARTICLE IX

Hazardous Materials

Upon discovery of Hazardous Material in connection with any work associated with the Project, the LACMTA shall immediately notify the City regarding the proper course of action for disposition of the Hazardous Material. The C1120 Contractor will handle, treat, and dispose of encountered Hazardous Materials in accordance with specifications in the C1120 Contract. The LACMTA and C1120 Contractor will comply with all laws regarding the disposition of any Hazardous Material disturbed, and the City shall not be responsible for any costs associated with such compliance.

ARTICLE X

“As-Built” Drawings

The LACMTA shall maintain a set of “as-built” plans and “working drawings” of C1120 Contract Construction performed by the LACMTA during the progress of Construction, which shall be subject to City review. The LACMTA shall cause the Contractor to update the plans to incorporate all City-approved changes. Once the C1120 Contract Construction is approved by the City, the LACMTA shall arrange for the transfer of reproducible “as-built” drawings showing all City Facilities installed by the performing party within sixty (60) Days. All “as-built” plans shall be in a format that conforms to the electronic formats in use by the City.

ARTICLE XI

Manner In Which The City Will Be Reimbursed For Costs

The LACMTA agrees to reimburse the City in the manner provided by this Agreement for its Costs (Direct and Indirect) for all staff and Consultants performing work associated with the Contract consistent with this Agreement. Indirect Costs shall be computed based upon the maximum rates allowable under federal and/or state law. Unless the Internal Revenue Service or the California Public Utilities Commission issues regulations or rulings to the contrary, reimbursable Costs will not include taxes purportedly arising or resulting from the LACMTA’s payments to the City under this Agreement.

The City agrees to procure, and the LACMTA agrees to reimburse the City for, a third-party Consultant or Consultants who will assist the City in meeting its obligations and exercising its rights under this Agreement, except for rights exercised under Articles XXX (“Real Property Transactions”) and XXXI (“Resolution of Disputes”). The Consultant(s) may include a team of individuals who provide a variety of services on behalf of the City, which, at minimum, shall include the following: 1) coordinating and facilitating plan review/approval and Construction management/observation; 2) observing, inspecting and approving the installation of City Facilities; 3) monitoring and enforcing the mitigation control measures provided in the Final Environmental Impact Report, this Agreement and its attachments and exhibits; and 4) conducting community outreach. In order to perform all services at a sufficient level, with the City’s approval, the Consultant may hire a sub-consultant or sub-consultants to perform specific services when necessary. The LACMTA shall only reimburse the City for Consultant(s) work that is performed in furtherance of the Project and the Contract.

City staff may oversee, review or comment on the work of the Consultant(s) and the City shall be entitled to reimbursement for such work. The LACMTA agrees to reimburse the City for Direct and Indirect Costs of City staff performing work or providing services associated with the Project and the Contract.

To assist the LACMTA and the City in estimating the level of service to be provided for work associated with the Contract which will require work by the City and its Consultant(s) pursuant to this Agreement, the LACMTA and the City will cooperate to develop a mutually agreeable annual work plan for each Fiscal Year for which such work by the City will be required, in accordance with the following provisions:

- (a) The LACMTA has previously approved the City's Fiscal Year 2017-18 annual work plan for the Project, including the scope of work required by this Agreement, via a Form 60. Concurrent with the approval of this Agreement, the LACMTA will approve the City's Fiscal Year 2018-19 annual work plan for the Project, including the scope of work required by this Agreement, via a Form 60.
- (b) Not later than April 28 of 2019, for Fiscal Year 2019-20 and each calendar year thereafter during the term of this Agreement, the LACMTA shall provide City with information regarding anticipated Project requirements. The LACMTA's provided information shall include a list of each item of work that the LACMTA anticipates to request from the City for the Contract or the work item that the LACMTA anticipates to request from the City. Within thirty (30) Working Days after receiving the required information from the LACMTA, the City shall submit a preliminary annual work plan to the LACMTA for required work by the City during the upcoming Fiscal Year, which would include an estimated amount of money, via a Form 60 (a copy of which is attached as Exhibit C to this Agreement), that the City will require for reimbursement of work performed and purchase of requested items.
- (c) The Form 60 shall include an explanation of overhead rates for the City, including the method of computation and application of overhead expenses.

Completion of the Form 60 is required by the LACMTA to authorize the performance of all work and the purchase of all materials and equipment required under the terms and conditions of this Agreement. The City and the Consultant(s) may perform any work so authorized. The 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 outlined in the Form 60, unless otherwise mutually agreed in writing. The City shall not be required to perform any work not included in the Form 60 or not otherwise to be reimbursed pursuant to written agreement. The City shall be reimbursed for all Costs for work included in the Form 60. The Parties will negotiate in good faith an amendment to the Form 60 if it becomes apparent that the City will exceed the Form 60's estimates. Notwithstanding the foregoing, the City shall be reimbursed for all reasonable Costs associated with the repair of a temporary City Facility or Facility.

The City shall submit billings for reimbursement of Costs on a monthly basis. Each billing shall be addressed to the LACMTA Representative, and shall include a certification that the charges

identified in such billing were appropriate and necessary to perform the referenced work, and have not previously been billed or paid. The LACMTA shall reimburse the City for all undisputed amounts in each submitted billing within thirty (30) Days of receipt and shall resolve any disputes and reimburse the City for all remaining amounts within sixty (60) Days of receipt.

Except in cases of previously unscheduled Construction or emergencies, City shall provide reasonable notice to the LACMTA prior to incurring overtime rates for City staff time.

City shall be reimbursed by the LACMTA for all Costs incurred in developing and executing this Agreement and Consultant(s) contracts within thirty (30) Days of the date of this Agreement.

ARTICLE XII

Construction Staging, Traffic Control And Parking Requirements

Construction staging and traffic control requirements (including lane closures, street closures and hauling restrictions) shall be in accordance with the standards set forth in: this Article; all Construction Staging Plans, Traffic Management Plans, and Worksite Traffic Control Plans; the LACMTA's completed PDD Permit and submittals for the C1120 Contract at issue; and any conditions of approval included in a City-issued permit. To the extent that there is any conflict between those documents, the standards included in this Article shall control over the conditions in the Construction Staging Plans, Traffic Management Plans, and Worksite Traffic Control Plans, the PDD Permit and any other City-issued permits. The City-approved Construction Staging Plans, Traffic Management Plans, and Worksite Traffic Control Plans shall all control over the PDD Permit and any other City-issued permits. Standards of other City-issued permits shall control over the PDD Permit. Notwithstanding the foregoing, a more restrictive standard in a later issued permit or plan shall control over a conflicting standard in an earlier issued permit or plan.

The LACMTA and its consultants and contractors shall develop and submit to the City Worksite Traffic Control Plans that demonstrate vehicle, public safety vehicle, and pedestrian access within the Project area or approved detours at all times. The City Council hereby approves, as part of the PDD Permit, the following minimum criteria for Worksite Traffic Control Plans to be used when the LACMTA closes any traffic lanes. If after City Council approval, conditions necessitate additional criteria for Worksite Traffic Control Plans or revised Worksite Traffic Control Plans to protect public safety or accommodate business or resident needs that are immediately required, then such plans may be approved by the City Representative.

Using the traffic management system described in Exhibit A and other available monitoring devices, the City will at all times monitor traffic to ensure that the Worksite Traffic Control Plans are adequately mitigating Construction-related traffic impacts. If the City determines that traffic impacts have not been mitigated, then, at any time, the City's traffic engineer may revise the Worksite Traffic Control Plans to incorporate additional mitigation measures or to modify traffic control.

Working with City residents, City staff will develop an order of priority for traffic mitigation measures that will be included in City-approved Worksite Traffic Control Plans. The order of magnitude shall be developed within three (3) months of the effective date of this Agreement, but

only after conducting a public meeting with City residents. The order of priority may only be changed by the City after consultation with City residents.

The LACMTA shall comply with the following requirements:

- (a) Except as provided in the work hours matrix in Article XIII, the minimum traffic lane requirements for arterial streets (Beverly Drive and Wilshire Boulevard) impacted by Construction activities shall be as follows:
 - Wilshire Boulevard: (1) three lanes in each direction between the hours of 7 AM and 9 AM (except when K-rail is permitted on Wilshire Boulevard pursuant to a City-approved Worksite Traffic Control Plan, in which case the minimum traffic lane requirements are two lanes in each direction); (2) two lanes in each direction between the hours of 9 AM and 4 PM; (3) three lanes in each direction between the hours of 4 PM and 8:15 PM (except when K-rail is permitted on Wilshire Boulevard pursuant to a City-approved Worksite Traffic Control Plan, in which case the minimum traffic lane requirements are two lanes in each direction); and (4) one lane in each direction between the hours of 8:15 PM and 7 AM. With prior approval of the City, Wilshire Boulevard may be reduced to two lanes in each direction when pile installation and ground improvement (e.g., jet grouting) activities occur behind K-rail, provided that the City will not permit lane reductions until the Contractor is prepared to immediately begin Construction on those activities and then only for the least amount of time and area necessary in order to effectuate the planned Construction.
 - Beverly Drive: (1) two lanes in each direction between the hours of 7 AM and 9 AM; (2) one lane in each direction between the hours of 9 AM and 4 PM; (3) two lanes in each direction between the hours of 4 PM and 8 PM; and (4) one lane in each direction between the hours of 8 PM and 7 AM.

These minimum traffic requirements may be varied by a City-approved Worksite Traffic Control Plan that protects the surrounding residential and business neighborhoods and promotes the free flow of traffic along the arterial streets.

- (b) The minimum traffic lane requirements for all other commercial and residential streets impacted by Construction activities shall be one lane in each direction, unless varied by a City-approved Worksite Traffic Control Plan that protects the surrounding residential and business neighborhoods.
- (c) Access shall be maintained to and from all alleys at one or both ends of the alley. If an alley is obstructed at one end such that a turnaround by any vehicle is not feasible, then at its sole expense the LACMTA will provide flaggers to control the alley.
- (d) The Worksite Traffic Control Plans shall be designed to minimize traffic impacts on residential streets.
- (e) Parking, staging, or queuing of Project-related vehicles, including workers' vehicles, trucks, and heavy vehicles, shall be prohibited on City streets at all times, including for

miscellaneous trips, outside of a permitted workspace identified in a City-approved Worksite Traffic Control Plan or if otherwise approved by the City. The LACMTA shall notify the City thirty (30) Days in advance of any agreement for off-street parking with any owner of a private parking facility within the City. In an effort to assist the LACMTA meet its obligations hereunder, the City will provide the LACMTA with ten (10) parking spaces in a City-owned parking facility near the Project's staging yards during Construction.

- (f) The Construction Staging Plans or Worksite Traffic Control Plans developed by the C1120 Contractor shall include a parking management plan that observes the conditions set forth in this Agreement. The Worksite Traffic Control Plans shall also address how Construction vehicles and trucks will arrive at the worksite, queue, and enter and exit the Construction area along the designated haul route.
- (g) On-street parking may not be used by the LACMTA or the C1120 Contractor for their vehicles or equipment unless the City and the LACMTA agree that such use is necessary. If the Parties agree that such use is necessary, then a parking management plan satisfactory to the City Representative shall provide for equivalent overnight replacement parking for removed residential permit parking spots at the nearest possible location to the location where parking has been removed. In the event that any on-street metered parking spaces are removed because the work is directly beneath the subject parking space or a Worksite Traffic Control Plan or other form of traffic control requires the removal of the parking space, including spaces removed by the City to provide loading or valet zones for impacted businesses, the LACMTA shall reimburse the City for the City's lost parking meter revenue due to the removal of the metered parking space. Additionally, the LACMTA shall mitigate the loss of metered parking spaces by making available an equivalent number of parking spaces in an off street parking facility located along Wilshire Boulevard between Rodeo Drive and S. Canon Drive. If off street parking is not available along Wilshire Boulevard due to a street closure, then the LACMTA shall procure parking spaces in the nearest off street available facility. The parking spaces shall be provided for public use at a rate no greater than the metered parking rate. The LACMTA shall provide public notice of the availability of the alternative parking spaces through consultation with businesses and the use of signage. The LACMTA shall further post appropriate signage on on-street metered parking spaces when Construction activities may restrict the use of a metered parking space.
- (h) Temporary Street Closures and Detours:

Temporary full street closures are permitted upon thirty (30) days' notice to the City only for the following work activities:

- Installation of piles across Wilshire Boulevard;
- Installation of decking along Wilshire Boulevard;
- Installation of piles and decking for appendages along and across Beverly Drive, S. Canon Drive, and Reeves Drive; and

- Removal of decking.

The City and LACMTA shall meet and confer ninety (90) days prior to the planned date of the temporary full street closure to coordinate community outreach for the closure. Such community outreach will include at least one meeting with businesses and residents to discuss and receive comments for each temporary full street closure.

Temporary directional street closures for ground improvement activities on residential streets (e.g., Moreno Drive) may be permitted with prior approval from the City, provided that the LACMTA gives thirty (30) days' notice to the School District and the Construction is conducted during Beverly Hills High School's summer holiday schedule. The minimum traffic lane requirements at all other times shall be one lane in each direction.

Additional activities may be conducted concurrently with the above activities during a full street closure. The LACMTA shall comply with the work hours provided for in Article XIII of this Agreement during any temporary street closure. All detour routes during temporary street closures shall be subject to review and approval by the City. Detour routes must not use residential streets as depicted in Exhibit D and the City-approved Worksite Traffic Control Plans. Advance public notification of street closures in accordance with the notification process outlined in this Agreement is required.

- (i) The Construction Staging Plans and Worksite Traffic Control Plans shall include Pedestrian Access Plans which shall be approved by the City. Pedestrian Access Plans shall be subject to the following minimum criteria:

- Pedestrian access to buildings shall be maintained during all times that the buildings are open to the public.
- The LACMTA shall maintain all crosswalks, unless infeasible to do so. Whenever the LACMTA or its Contractor removes a crosswalk from service, the LACMTA shall establish and maintain temporary replacement crosswalks as close as practicable to the original crosswalk locations unless the City determines that a replacement crosswalk is not necessary to maintain an adequate level of service. Replacement crosswalks shall be identified and controlled by wayfinding signs approved by the City.
- The Pedestrian Access Plans shall include a program of wayfinding signage.
- The sidewalk shall be used exclusively for pedestrian use and shall not be used for Construction activities or staging, unless Construction is taking place within the sidewalk.
- Sidewalks that are being maintained in a temporary condition shall meet all applicable safety standards and meet the following criteria:
 - Sidewalks in a temporary condition in excess of one month shall be constructed of pre-cast concrete panels or cast in place concrete; unless pre-

cast or cast in place concrete is infeasible and the City grants approval to use metal replacement panels, asphalt, or other satisfactory material;

- Sidewalks in a temporary condition up to one month shall be covered on a temporary basis by a material satisfactory to the City; and
- Asphalt shall not be used as a temporary sidewalk material unless approved in advance by the City.
- At all times the LACMTA shall cause the C1120 Contractor to protect pedestrians from Construction-related debris, dust, and noise, and such protection may include the use of dedicated pedestrian barriers.
- Temporary sidewalks and any sidewalk adjacent to Construction activities shall be illuminated to City Standards in order to protect public safety.
- Temporary lighting shall be set to turn on automatically when ambient light falls below City Standards.
- Sidewalks that are being maintained in a temporary condition shall meet then current standards required by the Federal Americans with Disabilities Act and similar California laws for sidewalks being maintained in a temporary condition.
- Temporary street light and traffic signal foundations outside of the Construction work zones shall be wrapped in an aesthetically pleasing material satisfactory to the City and changed out periodically. Overhead electrical wiring shall be maintained in a neatly bundled condition.
- Sidewalk closures in accordance with an approved Construction Staging Plan or Worksite Traffic Control Plan are permitted only when necessary to facilitate C1120 Contract work and when approved by the City.
- The LACMTA will provide crossing guards at locations requested by the City when crosswalks or sidewalks are closed.
- Unless subject to an approved closure or an approved width reduction, the minimum sidewalk width shall be five (5) feet and additional width shall be required as necessary to protect the public safety and the operational needs of impacted properties within the Project area, when requested by the City. The C1120 Contractor shall endeavor to maintain the maximum width of sidewalk possible.

(j) Preliminary Haul routes and Overload routes:

Haul routes and overload/oversized vehicle routes must be reviewed and approved by the City. Hauling is prohibited on the residential portions of City streets. Hauling is prohibited between the hours of 7 AM – 9 AM and 4 PM – 7 PM). The following streets are designated

for use by vehicles exceeding a maximum gross weight, including the vehicle and its load, of three (3) tons:

La Cienega Boulevard;

Wilshire Boulevard; and

Robertson Boulevard (only if approved by the City Representative because other haul routes are impracticable)

The City may restrict one or more of the above haul routes during special events within the City or situations when lane restrictions affect a haul route, except that the City must leave open at least one haul route at all times.

Additional haul routes may be approved by the City Council, provided that the routes are approved City haul routes and consistent with the Final EIR.

- (k) The LACMTA shall at all times provide adequate street access to public safety vehicles, including when lane or street closures are in place. All Worksite Traffic Control Plans shall demonstrate the manner in which public safety vehicles access properties within the Project area vicinity.
- (l) The LACMTA shall provide adequate street access to City service vehicles, including but not limited to trash pickup and street sweeping service vehicles, during planned service times.
- (m) Prior to the start of any street piling activities, but after January 1, 2019, at its own expense the LACMTA, through the C1120 Contractor, shall design and construct a temporary, twenty (20) feet tall sound wall across N. Canon Drive at Wilshire Boulevard to improve Construction operations and mitigate Construction traffic and noise impacts. The sound wall shall have a wall assembly of STC-25 or greater, and the ability to reduce noise by at least 5 dBA. The LACMTA shall also rearrange Crescent Drive, Clifton Way, and N. Canon Drive with traffic control, signage, and striping, and other Facilities and improvements identified in a City-provided design plan to facilitate the temporary use of the area as a cul-de-sac. The LACMTA shall remove the sound wall and associated pilings and restore the street and traffic controls at the conclusion of Construction, unless the City allows a traffic control device to remain in place.
- (n) The LACMTA shall reimburse the City for the Cost of traffic control officers (TCOs) to assist in mitigating cut-through traffic on residential streets. The LACMTA shall also reimburse the City for the Cost of TCOs for all City-approved special events impacted by Construction.
- (o) The LACMTA shall discontinue the use of LACMTA bus stops within the work zone when lane or street closures are in place.

Prior to Construction, the LACMTA will establish monitoring stations across residential streets and other non-arterial streets designated by the City ("Designated Streets") to determine pre-

existing traffic levels along those Designated Streets (“Baseline Traffic Levels”). Thirty (30) Days after the LACMTA commences Construction, periodically thereafter at least every sixty (60) Days when lane restrictions are in place, and at times of any full street closures, the City shall review traffic levels on those Designated Streets. If the City finds that Construction-related impacts have caused a material amount of traffic to divert onto the Designated Streets, then the City shall notify the LACMTA of this traffic condition. Thereafter, the Parties shall work collaboratively to develop and implement additional mitigation intended to reduce street traffic onto the Designated Streets caused by Construction, to the maximum extent practicable, levels that meet Baseline Traffic Levels. Such additional mitigation will be developed and implemented at the expense of the LACMTA, and the City may also contribute funding from the Mitigation Fund defined in Article XVII for such purposes. If after implementation of the additional mitigation the City finds that a material amount of traffic continues to divert onto the Designated Streets due to Construction, the City may engage the services of a traffic engineer to conduct a study of traffic levels and develop further mitigation measures to reduce traffic on the Designated Streets. The LACMTA shall pay for the monitoring, the services of this traffic engineer, and mitigation of Construction related impacts. For the purposes of this paragraph, a material amount of diverted traffic shall consist of the following percentage increases over Baseline Traffic Levels:

| Baseline Total Traffic Levels | ADT Increase Caused By Construction |
|--|-------------------------------------|
| Average Daily Trips (ADT) less than 2,000 | 16% |
| ADT greater than 2,001 but less than 4,000 | 12% |
| ADT greater than 4,001 but less than 6,750 | 8% |
| ADT greater than 6,750 | 6.25% |

ARTICLE XIII

Allowable Work Hours And Workdays

Allowable work hours and workdays, including after hours construction, holiday moratorium exceptions and peak hour exemptions shall be in accordance with the standards set forth in: this Article; the PDD Permit and submittals for the C1120 Contract; and any conditions of approval included in a City-issued permit. To the extent that there is any conflict between those documents, the standards of this Article shall control over standards included in the PDD Permit and submittals for the C1120 Contract and any other City-issued permit. Conditions of other City-issued permits shall control over the PDD Permit and submittals for the C1120 Contract. Notwithstanding the foregoing, a more restrictive standard in a later issued permit or plan shall control over a conflicting standard in an earlier issued permit or plan.

The City and the LACMTA agree that the following shall apply, unless the Parties agree that it is unsafe to perform the scope of work in question under the requirements below:

| Construction Activity | Weekdays | Weekends |
|--|-----------------------------------|---|
| Engineering (Survey / Potholing / Geotechnical Borings / Instrumentation & Monitoring), unless in conjunction with another activity listed below | Wilshire: 7:00am to 4:00pm | Wilshire & Off Wilshire: 8:00am to 7:00pm* |

| | | |
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| Well installation and dewatering activities occurring outside K-rail enclosures | 8:00pm to 7:00am* Off Wilshire: 8:00am to 6:00pm 8:00pm to 7:00am* | |
| Utility relocations & new utility services | 9:00am to 4:00pm, unless conducted with another construction activity in which case the hours for that activity apply 8:00pm to 7:00am* | 10:00am to 6:00pm*, unless conducted with another construction activity in which case the hours for that activity apply |
| Pile installation & ground improvement along Wilshire/well installation and dewatering activities (behind K-rail enclosures) | 8:00am to 9:00pm Breakdown, clean-up and other non-drilling activities may occur between 9:00pm and 11:00pm. | 8:00am to 9:00pm Breakdown, clean-up and other non-drilling activities may occur between 9:00pm and 11:00pm. |
| Ground improvement on residential streets | 8:00am to 6:00pm | Not Permitted |
| Pile installation (across Wilshire, Beverly, & S. Canon) | Not Permitted | 7:00am to 8:00pm Breakdown, clean-up and other non-drilling activities may occur between 8:00pm and 10:00pm. |
| Deck installation in the public right-of-way | Friday 8:00pm to Monday 7:00am (59 hours) | Friday 8:00pm to Monday 7:00am (59 hours) |
| Activities that support deck installation in the staging yard that occur within the public right-of-way | 7:00am to 4:00pm 8:00pm to 7:00am* | 8:00am to 6:00pm 6:00pm to 8:00am* |
| Access through deck panels for excavation | 7:00am to 4:00pm Additional or alternate work hours may be approved by the City Council when and if the LACMTA or the Contractor provides a noise study to the City, which finds that excavation work occurring between 4:00pm and 7:00am will comply with the Municipal Code and not cause an unreasonable impact to surrounding | 8:00am to 6:00pm Additional or alternate work hours may be approved by the City Council when and if the LACMTA or the Contractor provides a noise study to the City, which finds that excavation work occurring between 6:00pm and 8:00am will comply with the Municipal Code and not cause an unreasonable impact to surrounding residential, |

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| | <p>residential, transient occupancy, and business uses. The City Council will review the noise study and may approve additional work hours and conditions during those hours. The Independent Compliance Monitor will have the ability to stop nighttime excavation in accordance with Article XVII.</p> <p>If excavation between 4:00pm and 7:00am causes an unreasonable impact to the surrounding residential and business neighborhoods, additional mitigation will be added to the construction work plan for that activity. If the unreasonable impact continues despite further mitigation, the City may require that activity to be conducted between 7:00am and 4:00pm or such other hours as determined by the City. When determining whether an impact is unreasonable, the City shall take into account the hour of day, the proximity to the work site, and other similar factors.</p> | <p>transient occupancy, and business uses. The City Council will review the noise study and may approve additional work hours and conditions during those hours. The Independent Compliance Monitor will have the ability to stop nighttime excavation in accordance with Article XVII.</p> <p>If excavation between 4:00pm and 7:00am causes an unreasonable impact to the surrounding residential and business neighborhoods, additional mitigation will be added to the construction work plan for that activity. If the unreasonable impact continues despite further mitigation, the City may require that activity to be conducted between 7:00am and 4:00pm or such other hours as determined by the City. When determining whether an impact is unreasonable, the City shall take into account the hour of day, the proximity to the work site, and other similar factors.</p> |
| Access through deck panels for occasional material delivery and utility maintenance | <p>9:00am to 4:00pm</p> <p>9:00pm to 7:00am The LACMTA shall present to the City a construction work plan, which shall contain noise, light and other types of targeted mitigation measures, for each activity conducted during these hours demonstrating that the activity will not have an unreasonable impact on the surrounding residential and business neighborhoods. The City and the LACMTA shall jointly agree on the contents of each construction work plan. If any activity during these hours causes an</p> | <p>8:00am to 6:00pm</p> <p>9:00pm to 7:00am The LACMTA shall present to the City a construction work plan, which shall contain noise, light and other types of targeted mitigation measures, for each activity conducted during these hours demonstrating that the activity will not have an unreasonable impact on the surrounding residential and business neighborhoods. The City and the LACMTA shall jointly agree on the contents of each construction work plan. If any activity during these hours causes an</p> |

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| | <p>unreasonable impact to the surrounding residential or business neighborhood, additional mitigation will be added to the construction work plan for that activity. If the unreasonable impact continues despite further mitigation, the City may require that activity to be conducted exclusively during the following hours: 9:00am to 4:00pm. When determining whether an impact is unreasonable, the City shall take into account the hour of day, the proximity to the work site, and other similar factors.</p> | <p>unreasonable impact to the surrounding residential or business neighborhood, additional mitigation will be added to the construction work plan for that activity. If the unreasonable impact continues despite further mitigation, the City may require that activity to be conducted exclusively during the following hours: 8:00am to 6:00pm. When determining whether an impact is unreasonable, the City shall take into account the hour of day, the proximity to the work site, and other similar factors.</p> |
| <p>Work conducted in the staging yards to support Station Construction or other work within the staging yards</p> | <p>8:00am to 8:00pm</p> <p>8:00pm to 8:00am. The LACMTA shall present to the City a construction work plan, which shall contain noise, light and other types of targeted mitigation measures, for each activity conducted during these night hours demonstrating that the activity will not have an unreasonable impact on the surrounding residential and business neighborhoods. The City and the LACMTA shall jointly agree on the contents of each construction work plan. If any activity during these hours causes an unreasonable impact to the surrounding residential or business neighborhood, additional mitigation will be added to the construction work plan for that activity. If the unreasonable impact continues despite further mitigation, the City may require that activity to be conducted exclusively during the following hours: 8:00am to 8:00pm. When determining whether an impact is unreasonable, the City shall take into account</p> | <p>8:00am to 8:00pm</p> <p>8:00pm to 8:00am. The LACMTA shall present to the City a construction work plan, which shall contain noise, light and other types of targeted mitigation measures, for each activity conducted during these night hours demonstrating that the activity will not have an unreasonable impact on the surrounding residential and business neighborhoods. The City and the LACMTA shall jointly agree on the contents of each construction work plan. If any activity during these hours causes an unreasonable impact to the surrounding residential or business neighborhood, additional mitigation will be added to the construction work plan for that activity. If the unreasonable impact continues despite further mitigation, the City may require that activity to be conducted exclusively during the following hours: 8:00am to 8:00pm. When determining whether an impact is unreasonable, the City shall take into account</p> |

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| | <p>the hour of day, the proximity to the work site, and other similar factors.</p> <p>If work conducted in the staging yards to support Station Construction or other work within the staging yards is limited to 8:00am to 8:00pm, then any dependent work requiring access through the deck panels for material delivery or utility maintenance on Wilshire Boulevard may be performed from 9:00am to 8:00pm while maintaining two lanes in each direction, if required.</p> | <p>the hour of day, the proximity to the work site, and other similar factors.</p> <p>If work conducted in the staging yards to support Station Construction or other work within the staging yards is limited to 8:00am to 8:00pm, then any dependent work requiring access through the deck panels for material delivery or utility maintenance on Wilshire Boulevard may be performed from 8:00am to 8:00pm while maintaining two lanes in each direction, if required.</p> |
| Deck Removal in the public right-of-way | Friday 8:00pm to Monday 7:00am (59 hours) | Friday 8:00pm to Monday 7:00am (59 hours) |
| Activities that support deck removal in the staging yard that occur within the public right-of-way | <p>7:00am to 4:00pm</p> <p>8:00pm to 7:00am*</p> | <p>8:00am to 6:00pm</p> <p>6:00pm to 8:00am*</p> |
| Street Restoration behind concrete barriers for curb, gutter, bus pad and sidewalk | <p>8:00am to 9:00pm</p> <p>Breakdown, clean-up and other quiet activities may occur between 9:00pm and 11:00pm.</p> <p>11:00pm to 8:00am*</p> | <p>8:00am to 9:00pm</p> <p>Breakdown, clean-up and other quiet activities may occur between 9:00pm and 11:00pm.</p> <p>11:00pm to 8:00am*</p> |
| Utility restoration work | <p>7:00am to 4:00pm</p> <p>8:00pm to 7:00am*</p> | <p>8:00am to 6:00pm</p> <p>6:00pm to 8:00am*</p> |
| Final street restoration | <p>7:00am to 4:00pm</p> <p>8:00pm to 7:00am*</p> | <p>8:00am to 6:00pm</p> <p>6:00pm to 8:00am*</p> |

For activities not shown in the table above, the default work hours shall be as follows:

| Weekdays | Weekends |
|-------------------|-------------------|
| 7:00am to 4:00pm | 8:00am to 6:00pm |
| 8:00pm to 7:00am* | 6:00pm to 8:00am* |

The work hours designated by an asterisk may be permitted only for the following activities and by pre-approval of the City:

- Construction that will create planned service interruptions for water, electrical power, and sewer;
- Construction activities requiring the reduction of available traffic lanes on Wilshire Boulevard to one lane in either direction;
- Construction where the work zone is located in the sidewalk and building entrances or adequate pedestrian access cannot be provided; and
- Construction activities when the work zone requires the complete closure of driveways.

For those activities when Construction is permitted to begin at 7 AM, traffic control for those activities may begin at 6:30 AM on Wilshire Boulevard. No other Construction is permitted during this one half hour time period.

Full Street Closure Completion Incentives

The following activities shall be completed exclusively during continuous weekends when Wilshire Boulevard or Beverly Drive, as applicable, will be fully closed to traffic:

- Deck installation along Wilshire Boulevard and pile installation across Wilshire Boulevard;
- Deck removal along Wilshire Boulevard;
- Deck and pile installation along and across Beverly Drive; and
- Deck removal along and across Beverly Drive.

The LACMTA shall pay the City fifty thousand dollars (\$50,000) per day, excluding a Friday or Monday, that the C1120 Contractor must close Wilshire Boulevard or Beverly Drive, as the case may be, in order to continue work beyond the respective number of authorized weekends for each phase of work (e.g., beginning the Saturday of the 14th weekend for deck installation along Wilshire Boulevard and pile installation across Wilshire Boulevard), in accordance with the following schedule:

- Deck installation along Wilshire Boulevard and pile installation across Wilshire Boulevard (collectively, 13 weekends);
- Deck removal along Wilshire Boulevard (13 weekends);
- Deck and pile installation along and across Beverly Drive (collectively, 5 weekends); and
- Deck removal along and across Beverly Drive (5 weekends).

The City shall submit an invoice to the LACMTA for any amounts incurred pursuant to this subsection, and the LACMTA shall pay the invoice within thirty (30) days of receipt. Funds received by the City for this purpose shall be expended on activities or programs reasonably related to mitigating or preventing construction impacts to businesses or residents. The LACMTA shall not

be required to make payments to the City pursuant to this paragraph if the delay is caused by a Permitted Delay as defined in Article XXIX. If the LACMTA believes that a delay is caused by a Permitted Delay, the LACMTA shall provide documentation to the City demonstrating the basis for this conclusion accompanied by all available supporting evidence within thirty (30) Days of receipt of the City's invoice. If the City, after reviewing the evidence, finds that the delay was not caused by a Permitted Delay, then the Parties shall resolve the dispute in accordance with Article XXXI.

As provided in Article V and Exhibit A, the C1120 Contractor must pay the City's Business License Tax in accordance with Article 2, Chapter 1, Title 3 of the Beverly Hills Municipal Code. For each day, excluding a Friday or Monday, that the C1120 Contractor completes each phase of work prior to the conclusion of the number of authorized weekends in accordance with the following schedule, the C1120 Contractor shall receive a credit of twenty-five thousand dollars (\$25,000) against the C1120 Contractor's total Business License Tax liability:

- Deck installation along Wilshire Boulevard and pile installation across Wilshire Boulevard (collectively, 9 weekends);
- Deck removal along Wilshire Boulevard (9 weekends);
- Deck and pile installation along and across Beverly Drive (collectively, 3 weekends); and
- Deck removal along and across Beverly Drive (3 weekends).

The C1120 Contractor shall not receive a credit if the work is completed on the Sunday of the final Authorized Weekend for each phase of work. Under no circumstances shall the total credit value exceed the Contractor's total Business License Tax liability.

If a holiday moratorium falls on a Friday, Saturday, Sunday, or Monday, then the C1120 Contractor will not close Wilshire Boulevard or Beverly Drive, as the case may be, for the weekend, and that weekend will not count against the authorized weekends for the phase of work. Wilshire Boulevard and Beverly Drive shall remain fully open during this period. Upon request by the C1120 Contractor, the City may permit the C1120 Contractor to work over a weekend that includes a holiday moratorium, and that weekend shall count against the number of weekends authorized for the respective phase of work. The C1120 Contractor shall submit the request to the City six (6) months prior to the beginning of such phase of work.

The LACMTA shall provide the City notice of the start date of each full closure at the earliest possible time, but in no case less than sixty (60) Days prior to the start of the full closure.

After-Hours Work Permits

For any additional work hours, the LACMTA may file an application for an after-hours construction permit, which describes the type of construction activities that will take place during the hours authorized by the permit and provides justification, satisfactory to the City, that the after-hours construction is necessary for one of the five reasons set forth above. The City Council may approve an after-hours permit for additional construction activities.

If the City denies a request for an after-hours permit or additional authorized work hours for work that would conflict with a requirement of this Agreement to 1) maintain pedestrian or driveway

access during business hours, or 2) maintain minimum traffic requirements on Wilshire Boulevard, then the LACMTA may nevertheless conduct the work during the hours as shown in the table above. In that event, the LACMTA shall identify to the City the conflicting requirement and shall identify to the satisfaction of the City how the LACMTA will minimize the conflict's duration. Upon doing so, the LACMTA may proceed with the work hours shown in the table above.

The Independent Compliance Monitor (see Article XVI) shall be responsible for monitoring enforcement of the conditions of after-hours construction permits and enforcing available remedies pursuant to the procedures of Article XVII of this Agreement.

Holiday Moratorium

Except when work is otherwise permitted by the City in accordance with this Article, no work shall be permitted during a holiday moratorium. For the purpose of this Article, a "holiday moratorium" shall mean:

- New Year's Day
- The Golden Globe Awards
- Martin Luther King Jr. Day
- President's Day
- The Academy Awards
- Easter Sunday
- The Erev Passover and First Two Days of Passover
- Mother's Day
- Memorial Day
- Father's Day
- Independence Day
- Next Night Block Party (work on Beverly Drive only)
- Labor Day
- Erev Rosh Hashanah and Rosh Hashanah
- Erev Yom Kippur and Yom Kippur
- Veteran's Day
- Thanksgiving Day through New Year's Day (work outside staging areas and City Rights-of-Way north of Charleville Boulevard only)

For the purposes of this Article, "Erev" begins one hour before sundown.

The LACMTA may file an application for a permit to work during a holiday moratorium. The application shall be filed 60 Days prior to the proposed holiday moratorium work day(s), and by August 1st of each year for any Construction proposed between Thanksgiving Day through New Year's Day. The application shall describe the types of Construction activities that will take place during the holiday moratorium and the proposed days and hours of such work. The City Council shall have sole and absolute discretion to approve the permit.

ARTICLE XIV

Noise and Vibration Control Plans And Mitigation Measures

Noise control plans and mitigation measures shall be in accordance with the standards set forth in: this Article; Exhibit E, attached hereto (entitled “Metro 5-Step Noise Control Plan”); specific Noise Control and Noise Monitoring Plans; the PDD Permit and the LACMTA’s submittals for the Project work at issue; and any conditions of approval included in a City-issued permit. To the extent that there is any conflict between those documents, the standards of this Article shall control over Exhibit E, specific Noise Control and Noise Monitoring Plans, the PDD Permit and other City-issued permits. Exhibit E shall control over specific Noise Control and Noise Monitoring Plans, the PDD Permit and other City-issued permits. The conditions included in the PDD Permit shall control over specific Noise Control and Noise Monitoring Plans and other City-issued permits. Other City-issued permits shall control over specific Noise Control and Noise Monitoring Plans. Notwithstanding the foregoing, a more restrictive standard in a later issued permit or plan shall control over a conflicting standard in an earlier issued permit or plan.

Noise Control Plans

The LACMTA, through its consultants, contractors, subcontractors or agents, shall follow the Metro 5-Step Noise Control Plan incorporated into this Agreement as Exhibit E. Additionally, the LACMTA, through its consultants, contractors, subcontractors or agents, shall develop specific Noise Control and Noise Monitoring Plans that include all requirements contained in this Agreement and Exhibit E and submit such plans to the City Representative for approval prior to commencing Construction on the associated phase of work.

In evaluating the effectiveness of specific Noise Control and Noise Monitoring Plans, the factors which may be considered include, but are not limited to, the following:

- A. The volume of the noise;
- B. The intensity of the noise;
- C. Whether the nature of the noise is Construction or non-Construction related;
- D. Whether the origin of the noise is natural or unnatural;
- E. The volume and intensity of the background noise, if any;
- F. The proximity of the noise to residential or transient occupancy sleeping facilities;
- G. The nature and zoning of the area within which the noise emanates;
- H. The density of the inhabitation of the area within which the noise emanates;
- I. The time of the day or night the noise occurs;
- J. The duration of the noise; and
- K. Whether the noise is recurrent, intermittent, or constant.

Noise Control Measures

As part of the Metro 5-Step Noise Control Plan and specific Noise Control and Noise Monitoring Plans, the LACMTA and the C1120 Contractor shall employ the following noise control measures:

| <u>Source</u> | <u>Noise Control Measures</u> |
|---------------|-------------------------------|
|---------------|-------------------------------|

| | |
|----------------------------------|--|
| Backup alarms | <p>When backup alarms are used, they shall be low impact alarms, which include manually-adjustable alarms, self-adjusting alarms and broadband alarms.</p> <p>Configure traffic pattern to minimize backing movement.</p> |
| Truck tailgates | <p>No slamming tailgates.</p> <p>Establish truck cleanout staging areas as needed.</p> <p>Use rubber gaskets or functional equivalent or decrease speed of tailgate closure.</p> |
| Pavement breakers (jackhammers) | <p>Fit with manufacturer approved exhaust muffler.</p> <p>Tightly enclose pavement breaker and cutting activities within a four-sided noise barrier enclosure or equivalent, with the addition of a roof when the equipment does not exceed eight (8) feet in height.</p> |
| Vibratory rollers and packers | <p>The use of vibratory rollers and packers will be avoided near vibration sensitive areas and structures. The vibration sensitive areas and structures shall be determined by a structural engineer as part of the preconstruction surveys and subject to verification by the City. The LACMTA shall also conduct a preconstruction survey for any property owner of a structure identified in Exhibit N.</p> |
| Drilling for Piles | <p>No impact pile driving will be used.</p> |
| Prolonged idling of Equipment | <p>No idling of heavy equipment or vehicles when not in use.</p> <p>Locate equipment away from noise sensitive areas to the extent practicable.</p> |
| Construction Operations Planning | <p>No truck traffic shall be permitted on residentially zoned streets, except for access to laydown yards when necessary and only by using a route approved by the City.</p> <p>Use modern equipment equipped with state of the art engine insulation and mufflers, in accordance with all applicable City, State, and Federal standards.</p> <p>Where a generator is necessary, it shall be equipped with the best available technology to minimize noise.</p> <p>Operate equipment at the lowest possible power levels.</p> <p>Provide noise muffling enclosures for fixed equipment.</p> <p>Provide noise awareness training to contractors/workers.</p> <p>Use solar, battery powered, or hybrid equipment whenever practical.</p> <p>All staging areas shall be enclosed with a minimum 20' high sound wall. All sound walls shall have a wall assembly of STC-25 or greater, and the ability to reduce noise by at least 5 dBA.</p> <p>Place plywood or dirt beds on all trucks or any other mutually agreed</p> |

to effective noise mitigations when loading concrete or steel on beds of trucks.

The following noise mitigation techniques shall be employed at all times to reduce the impact of construction noise:

- Use of temporary noise barriers and sound control curtains or an equivalent form of solid object to either destroy part of the sound energy by absorption, or to redirect part of the energy by wave deflection.
- All jackhammers, pavement breakers and saw cutters used at the Construction site shall be tightly enclosed on four sides with shields, acoustical barrier enclosures, noise barriers, or equivalent, with the addition of a roof when the equipment does not exceed eight (8) feet in height.
- Enclose activities likely to create a noise disturbance and enclose stationary equipment.
- Employ sound blankets over a movable fence, including the use of state-of-the-art technology where necessary to achieve no more than 5dBA above pre-existing ambient noise levels at the property line of the nearest residential or transient occupancy building. If sound blankets are to remain in place for more than five (5) Days, the LACMTA must seek approval from the City.
- Employ targeted noise mitigation when Construction is proximate to historic structures and transit occupancy uses and may exceed 5dBA (Leq 15 min) above pre-existing ambient noise levels during business hours at historic structures and transit occupancy uses.
- Only use equipment that complies with the maximum noise levels set forth in Exhibit L.

If any activity causes an unreasonable noise impact to the surrounding residential or business neighborhood, then mitigation shall be implemented to reduce the impact to a reasonable level. When determining whether an impact is unreasonable, the City shall take into account the hour of day, the proximity to the work site, and other similar factors.

Except by written permission from the City during emergencies that may threaten public health and safety, sawcutting, jackhammering, and the use of vacuum trucks are prohibited at the following times and locations:

- 12 PM to 2:30 PM, Monday through Saturday, on N. Canon Drive
- 6 PM to 9 AM, Monday through Friday, on all streets
- 6 PM to 10 AM, Saturday through Sunday, on all streets

Noise and Vibration Control Monitoring

Construction noise levels will be limited to the following:

- No more than five (5) dBA above pre-existing ambient noise levels at all times at the property line of any residential and transient occupancy buildings evaluated on a fifteen (15) minute average noise level (Leq 15 min);
- No more than two (2) instances within a one (1) hour period between the hours of 9 PM and 11 PM above eighty-five (85) dBA evaluated at an instantaneous maximum noise level (Lmax) at the property line of any residential and transient occupancy buildings;
- No more than one (1) instance within a two (2) hour period between the hours of 11 PM and 9 AM above eighty-five (85) dBA evaluated at an instantaneous maximum noise level (Lmax) at the property line of any residential and transient occupancy buildings;
- No more than ten (10) instances within a one (1) week period between the hours of 9 PM and 9 AM above eighty-five (85) dBA evaluated at an instantaneous maximum noise level (Lmax) at the property line of any residential and transient occupancy buildings; or
- No more than two (2) instances within a one (1) week period between the hours of 9 PM and 9 AM above ninety-five (95) dBA evaluated at an instantaneous maximum noise level (Lmax) at the property line of any residential and transient occupancy buildings.

The above-referenced noise limits are collectively referred to as the “Noise Standard.” The LACMTA and the City shall jointly establish the preexisting ambient hourly noise levels at properties with residential and transient occupancy uses and at Beverly Hills High School that are closest to C1120 Construction activities, as identified in Exhibit F, and incorporated herein by this reference.

Exhibit F shall include locations on the property lines of transient occupancy uses at elevations and locations determined by the City, in consultation with noise experts provided by the LACMTA and the Compliance Monitor, for the purpose of establishing the preexisting ambient hourly noise levels. Thereafter, the Noise Standard will be applied and noise monitoring will be evaluated using noise monitors installed and maintained by the Compliance Monitor at the property line of each building and at heights above the sound walls, noise barriers, and the line of sight of Construction activities below.

In the event that the Compliance Monitor identifies a potential violation of the Noise Standard at a property line where the ambient noise level has not previously been established: (1) the Compliance Monitor shall use the ambient noise level established at the nearest pre-existing monitoring location unless and until a new ambient noise level is established at the location of the potential violation; (2) LACMTA shall take the steps necessary to meet the Noise Standard at the location of the potential violation; and (3) LACMTA may elect to jointly establish with the City a new ambient noise level at the location of the potential violation. The Compliance Monitor shall then use the ambient noise level established at the pre-existing location or the newly established ambient level, as applicable, as the baseline for determining whether to impose a monetary contribution as provided for under Article XVII.

If the Compliance Monitor identifies an exceedance of the Noise Standard, then the LACMTA and the Contractor shall promptly discontinue the Construction activity that caused the exceedance until additional mitigation measures, possibly including reduction of Construction activities, are implemented to reduce noise levels below the Noise Standard. In addition, an exceedance of the Noise Standard shall constitute a violation of the Permit Conditions. However, an exceedance of the Noise Standard, which would otherwise cause the LACMTA to make a monetary contribution into the Mitigation Fund, shall be excused if the Compliance Monitor does not identify any further exceedances of the Noise Standard within a thirty (30) Day period following the date of the exceedance that caused the monetary contribution. The terms “Permit Conditions” and “Mitigation Fund” have the definitions ascribed to those terms in Article XVII.

At all times, Construction vibration levels at a distance of 50 feet from Construction limits or at the property line of any building shall be limited to no more than the root-mean square unweighted vibration velocity levels in vertical direction over a frequency range of 1 to 100 Hz, as listed below:

| Vibration Type | Permissible Aggregate Duration | Vibration Limit (peak particle velocity (PPV)) | Vibration Limit (VdB re 10^{-6} in/sec) |
|----------------|--------------------------------|--|---|
| Sustained | >1 hour/day | 0.01 in/sec | 80 |
| Transient | <1 hour/day | 0.03 in/sec | 90 |
| Transient | <10 minutes/day | 0.10 in/sec | 100 |

At all times, Construction peak particle vibration levels at the property line of any building shall be no greater than the peak particle vibration levels as listed below:

| Building Category | Allowable Peak Vibration (peak particle velocity (PPV) in/sec) | Allowable Peak Vibration (VdB re 10^{-6} in/sec) |
|---|--|--|
| Reinforced-concrete, steel or timber (no plaster) | 0.50 | 114 |
| Engineered concrete and masonry (no plaster) | 0.30 | 110 |
| Non-engineered timber and masonry buildings | 0.20 | 106 |
| Buildings extremely susceptible to vibration damage | 0.12 | 101 |

The LACMTA, at its sole expense, shall place and continuously operate vibration monitoring equipment at the property line of the building or buildings depicted in Exhibit M closest to any Construction activity in order to verify compliance with the above-referenced limits. If at any time a Construction activity results in vibration levels that exceed such limits, then (i) the LACMTA shall immediately halt Construction on the offending activity until such time as additional mitigation can be implemented and/or an alternative Construction method can be used that will result in lower vibration levels within the prescribed limits; and (ii) thereafter conduct additional monitoring at the property line of the nearest building to the exceedance identified as a “secondary monitoring location” in Exhibit M for a continuous period of sixty (60) Days following identification of the exceedance.

ARTICLE XV

Light Plans And Mitigation Measures

Light plans and mitigation measures shall be in accordance with the standards set forth in: this Article; the PDD Permit and submittals for the Project work at issue; and any conditions of approval included in a City-issued permit. To the extent that there is any conflict between those documents, the standards of this Article shall control over the PDD Permit. The conditions included in the PDD Permit shall control over other City-issued permits.

Lighting Spill Mitigation Measures

Construction activities during evening and nighttime hours may require the use of temporary lighting. To minimize the impact of temporary lighting on adjacent properties, the following mitigation measures shall be implemented:

- Lighting will be directed downwards and shielded. Care shall be taken in the placement and orientation of portable lighting fixtures to avoid directing lights toward sensitive receptors, including automobile drivers.
- Temporary lighting will be limited to the amount necessary to safely perform the required work.
- In addition to minimizing light spill, sensitive receptors and motorists on public streets will not have direct views of the light source (glare) from construction lighting. Light sensitive receptors include but are not limited to residential areas and transient occupancy uses.
- Light trespass shall not exceed one foot-candle above ambient light level as measured at any adjacent property.

ARTICLE XVI

Independent Compliance Monitor

The LACMTA shall fund an Independent Compliance Monitor to ensure compliance with the conditions and required mitigation measures covered under this Agreement, all exhibits attached hereto and any conditions of approval included in the PDD Permit or other City-issued permits.

The Compliance Monitor shall be an independent contractor, not otherwise employed by the LACMTA or the City, and shall be selected jointly by the LACMTA and the City. The Compliance Monitor shall have no pre-existing relationship with either Party, unless this requirement is specifically waived by the Parties. The City, the LACMTA and the Compliance Monitor have entered into a three-party contract to engage the services of the Compliance Monitor. The Compliance Monitor shall invoice the LACMTA or the City for its work and, subject to the City's and the LACMTA's verification and approval of the invoice, the LACMTA shall pay the Compliance Monitor. Alternatively, the City may pay the Compliance Monitor and the LACMTA shall reimburse the City. The engagement of the Compliance Monitor shall be for a term of one year increments, with said engagement to be reviewed annually by both the City and the LACMTA and subject to renewal by consensus of both the City and the LACMTA or to termination by either the City or LACMTA. Unless otherwise agreed to by the Parties, a Compliance Monitor shall be employed and on site during all hours which the C1120 Contract Construction within the scope of this Agreement is being performed. The Compliance Monitor will exercise its independent judgment to determine appropriate staffing levels necessary to verify compliance with the Permit Conditions, as that term is defined in Article XVII. Nothing in this Article shall be construed to limit the ability of: (1) the City Engineer, City Representative, or Consultant(s) to notify or inform the LACMTA or the Compliance Monitor of any alleged violations of mitigation measures or conditions of approval; or (2) the LACMTA Representative or Contractor to respond to any alleged violations of mitigation measures or conditions of approval with the City or the Compliance Monitor.

ARTICLE XVII

Enforcement Of Permit Conditions And Mitigation Measures

When the Compliance Monitor finds that the LACMTA or its Contractor have violated the terms of the PDD Permit or modifications to the PDD Permit for the work at issue or conditions and required mitigation measures covered under this Agreement and all exhibits attached hereto (collectively for the purposes of this Article "the Permit Conditions"), the Compliance Monitor shall provide documentation of the violation to both the City and the LACMTA within twenty-four (24) hours of the violation. The LACMTA shall provide a written response to the nonconformance report within forty-eight (48) hours that shall include a description of the investigative actions taken to resolve the nonconformance, a description of the cause of the nonconformance, the actions taken or planned to correct the nonconformance, and the actions taken to prevent recurrence of the nonconformance.

The Compliance Monitor shall have the power to order compliance with the Permit Conditions. If the Compliance Monitor identifies two or more violations of the same Permit Condition with impacts on the same business, residence, or within a one hundred fifty (150) foot radius of the violation, within a fourteen (14) Day period, the LACMTA shall be required to make a monetary contribution into a fund established for the purpose of mitigating construction impacts on businesses and residents impacted by the construction ("Mitigation Fund") as follows:

| | |
|-----------------------|------------------------|
| Violation 2: | \$15,000 |
| Violations 3 or more: | \$25,000 per violation |

If the LACMTA or the Contractor deliberately disregards an order from the Compliance Monitor to comply with the Permit Conditions or the Compliance Monitor identifies a willful or reckless violation of the Permit Conditions, then the LACMTA shall be required to make a monetary contribution into the Mitigation Fund as follows, unless the City Representative determines in writing that the LACMTA took appropriate action to cure the conduct or violation:

| | |
|-----------------------|--|
| Violation 1: | \$25,000 |
| Violation 2: | \$50,000 |
| Violation 3: | \$75,000 |
| Violation 4: | \$100,000 |
| 5 or more violations: | An additional \$25,000 for each successive violation (e.g., \$125,000 for the fifth violation, \$150,000 for the sixth violation, and so on) |

The City shall control the Mitigation Fund and shall direct expenditures to mitigate construction impacts on businesses and residents or to additional enforcement, monitoring, or other remedial actions deemed reasonably appropriate to address the violation upon finding a link between the violation and the impact to businesses or residents. The City shall hold at least one meeting with impacted businesses and/or residents, as applicable, before making a final determination on an expenditure of such funds. This Article is in lieu of any other method set forth in the Beverly Hills Municipal Code for imposing monetary fines or penalties upon the LACMTA for violations of the Permit Conditions. Nothing herein shall impair or diminish the rights or claims of any property owner, business owner, or other person with respect to any damage to his, her, or its real or personal property.

In addition to any monetary contributions required under this Article, the Compliance Monitor may order an immediate halt to the work causing a violation or prohibit work that would imminently and obviously cause a violation until the LACMTA, its Contractor or other third parties take action to correct the violation and prevent the violation from being repeated. If the work is halted or prohibited, the Compliance Monitor shall not allow resumption of the work causing the violation or that would imminently and obviously cause a violation until the violation is resolved and will not be repeated. The Compliance Monitor may only preemptively halt the work if the work would cause a violation of a specific Permit Condition that leaves no room for discretion, such as failing to utilize proper noise mitigation equipment or conducting work at an unpermitted time.

The Compliance Monitor shall also order a halt to any work that poses a clear and immediate threat to public safety. If work is halted for reasons of public safety, the Compliance Monitor shall not allow resumption of the work until the threat to public safety has been abated. This paragraph shall not be construed to limit the authority of any authorized safety engineer, inspector, police or fire official, or other person to halt any work that poses a threat to public safety.

The Compliance Monitor shall provide a written report to the City and the LACMTA on no less than a weekly basis regarding compliance with the Permit Conditions for the work covered by the scope of this Agreement.

City inspectors, including the Consultant and delegates of the City Representative may notify the LACMTA and/or its Contractor of alleged violations of Permit Conditions. When a City inspector provides written notice to the LACMTA and/or its Contractor of an alleged violation of a Permit Condition, then the LACMTA shall provide documentation of the violation to the City within forty-eight (48) hours of the written notice of violation that shall include a description of the investigative actions taken to resolve the violation, a description of the cause of the violation, the actions taken or planned to correct the violation, and the actions taken to prevent recurrence of the violation. This process of notifying the LACMTA and/or its Contractor of an alleged violation is separate and distinct from the Compliance Monitor's authorities described above and will not result in a monetary contribution if a violation has actually occurred.

ARTICLE XVIII

Tree Removal And Replacement

Tree removal will be avoided wherever possible. The LACMTA shall strictly comply with a tree removal and replacement plan that will ensure that any landscaping removed as a result of C1120 Contract Construction is eventually returned to its condition prior to removal. The tree removal and replacement plan shall be approved in writing by the City before any trees are removed and shall substantially conform to the following requirements:

- New permanent replacement trees shall be a 36" box of the same species and planted in the same location as the removed tree when not in conflict with new infrastructure, in which case the City's arborist shall designate an alternative location and/or size;
- New permanent replacement palm trees shall be a minimum 20' in height;
- The LACMTA shall permanently replace trees within six (6) months of restoration and completion of that portion of Wilshire Boulevard that may impact the tree. To the extent feasible, the LACMTA shall permanently replace trees on an ongoing basis so long as doing so does not conflict with future C1120 Contract Construction; and
- The LACMTA shall mitigate the City's lost value as a result of tree removal by compensating the City for the difference in lost value between removed trees and new permanent replacement trees, with the difference in value determined using the TFM (Trunk Formula Method) as defined in "Guide for Plant Appraisal, 9th Edition";
- The environmental impact of removing trees and other landscaping shall be mitigated by installing planter boxes, as substantially depicted in Exhibit G, on a temporary basis when pedestrian barriers are in place during Construction. Temporary planter boxes shall be provided at a ratio of one planter box for every two trees required to be removed by Construction. The LACMTA shall reimburse the City for the Cost of maintaining the planter boxes while in their temporary condition.

The LACMTA shall coordinate with the City's arborist to ensure that the tree removal and replacement plan is executed to the satisfaction of the City's arborist. The LACMTA or its Contractor shall maintain all permanent trees and other landscaping installed by the LACMTA or its Contractor for a period of three (3) years from the date of planting and shall warranty the trees

and landscaping for one (1) year after planting. Prior to the end of the one year warranty period, the City, LACMTA and its Contractor will conduct an inspection of all permanent replacement trees and landscaping for general health as a condition of final acceptance by the City. If, in the City's determination, a permanent replacement tree or landscaping does not meet the health requirements of the City, then the LACMTA shall replace that tree within thirty (30) days. For any permanent trees or landscaping that must then be removed, the original warranty shall be deemed renewed commencing from when the tree or landscaping is replaced.

ARTICLE XIX

Construction Mitigation

The LACMTA and the City shall implement business mitigation measures for the purpose of assisting those businesses financially affected by the C1120 Contract Construction performed under this Agreement. Business mitigation assistance will include, but is not limited to, the following:

- Advertising
 - Weekly advertisement in a local or regional newspaper
 - Social media
 - Sign advertising in the event that the City Council authorizes the establishment of signs at the Project site
- Eat, Shop, Play (ESP) program
 - The ESP program allows businesses ("Participating Businesses") to advertise on Metro.net/purplelineext
 - Participating Businesses will be highlighted in The Source
 - Participating Businesses will be included in marketing materials
 - Participating Businesses will be included in local and regional publications
- Parking mitigation
 - Parking validation and other incentives for local businesses
 - If the LACMTA's obligated replacement parking is unavailable, then the LACMTA shall provide either a valet service or shuttle service or reimburse the City for such services.
 - Additional valet parking services if the LACMTA interrupts a pre-existing valet parking operation.
 - Signage advertising where and when parking incentives have been made available and how to access the parking
 - Social media shall be used to advise customers on alternate parking locations
- Communications and Outreach support
 - Provide on-call public relations representatives, including City staff and consultants to the City. The average Cost of up to two (2) full time equivalent consultants (excluding City staff time) for this purpose will be paid for by the LACMTA over the course of the Project.
 - Radio, print and social media advertising of detours during closures of Wilshire Boulevard
 - One community meeting at night per month within the City, one monthly coordination meeting with Project stakeholders at the Beverly Hills Chamber

of Commerce, and one-on-one meetings with individual stakeholders as requested by the particular stakeholder. In addition, the City will conduct meetings with the Beverly Hills Chamber of Commerce and individual stakeholders as much as necessary to keep them informed about the Project.

- Banners/signage
 - “Businesses Open During Construction” signage will be provided to all affected local business
 - The LACMTA will work directly with business owners to develop customized and appropriate signage
 - All LACMTA signage not related to traffic control or noise control placed in the City shall be mutually approved by the City and the LACMTA
 - Fund cost of production and installation of street banners promoting local businesses as approved by the City
 - Pedestrian-oriented wayfinding signage, including but not limited to, illustrations of parking areas and open businesses, will be provided in appropriate areas
- Marketing
 - The LACMTA will work directly with businesses to develop and procure marketing materials
- Public Information Graphics
 - Design, produce, and install the items included in Exhibit G (“Public Information Graphics Program”)
 - At the City’s request, replace Public Information Graphics with the City’s desired design(s) up to two (2) times per year during the duration of the Construction.
- Additional lighting of streets and sidewalks during Construction to promote a business friendly atmosphere or when not in compliance with the City Standard of no less than 1.2 foot candle.
- Additional support from the Beverly Hills Fire Department during decking operations.
- The LACMTA and City shall notify commonly used GPS services and applications such as Google Maps, Waze and Apple Maps of extended road closures.
- Other urban design, mitigation, public outreach, lighting, and business assistance projects as mutually agreed upon by the Parties.

The LACMTA shall fund the above-referenced business mitigation measures until all surface Construction on the Project is complete, Wilshire Boulevard and Beverly Drive are fully restored, and all punch list items are completed. The City may request funding or reimbursement for any business mitigation measures referenced above. In the event that the LACMTA disagrees on the use of funds for the requested business mitigation measure, and the City desires to implement the measure using LACMTA funds, then the following dispute resolution process will be followed:

- Within ten (10) Days of the City’s request, the LACMTA’s General Counsel shall provide a written explanation of the reasons that it is unable or unwilling to fund the measure;

- If the expenditure would violate federal or state law or cause a breach of LACMTA's federal funding agreement, then the LACMTA shall provide legal citations to the applicable federal or state law or regulation causing the violation or breach;
- If the City agrees with the General Counsel's reasons, then the measure shall not be funded using business mitigation funds;
- If the City disagrees with the General Counsel's reasons, then the dispute will be resolved according to Article XXXI (Arbitration - Work Stoppage), provided that the arbitrator's decision to require or not require the LACMTA to make the expenditure, as the case may be, will be based on a finding of whether or not the City's proposed business mitigation measure reasonably mitigates an impact(s) on businesses that is directly or indirectly caused by the Project or insufficient business mitigation funds. The City may implement its requested measure while the arbitration is pending, provided that the LACMTA may not reimburse the City for its expenses if the arbitrator agrees with the LACMTA's determination. The City will not withhold review or approval of Construction or Design plans solely on account that an arbitration is pending.

If the General Counsel does not provide a written explanation of the LACMTA's reasons that it is unable or unwilling to fund the City-requested measure within ten (10) days of the City's request, then the measure shall be deemed approved and the LACMTA shall reimburse the City for its Cost of implementing the measure.

The LACMTA also agrees to provide the following additional environmental and business mitigation, either as part of current LACMTA operations or by a third party as part of the C1120 Contract and the cost of these activities shall not be funded with funding devoted to business mitigation above:

- Clean worksite and adjacent areas, including street and sidewalk sweeping, at least once each work day and remove and/or paint over graffiti within twenty-four (24) hours of discovery. The City may undertake similar activities more frequently if it determines that additional cleaning, street sweeping, or graffiti removal is necessary to promote a business friendly atmosphere. The City's decision to exercise this option shall not excuse the LACMTA's or the Contractor's obligation to perform. The LACMTA shall reimburse the City for its reasonable expenses, provided that the City provides an invoice to the LACMTA detailing the City's expenditures and a written justification explaining why the additional cleaning, street sweeping, or graffiti removal was necessary due to Construction.
- Remove visible construction-related roadway dust tracked out on public sidewalks at the conclusion of each shift.
- Placement of large, clearly visible signage indicating that all businesses are open during construction at locations identified by the City.

ARTICLE XX

Community Outreach

The advance notification process and establishment of a public phone line shall be in accordance with the standards set forth in: this Article; the LACMTA's completed PDD Permit and submittals

for the Project work at issue; and any conditions of approval included in a City-issued permit. To the extent that there is any conflict between those documents, conditions included in this Article shall control over the PDD Permit. The conditions included in the PDD Permit shall control over other City-issued permits.

The Project area is a sensitive area for residents, businesses, commuters, and visitors. The LACMTA and the C1120 Contractor and consultants will be required to minimize any inconvenience to the public and provide advance notification to the public of Construction activities and planned service interruptions. The plan shall include monthly public meetings to provide Project Construction information to residents and businesses nearby the Project, unless the City and the LACMTA mutually agree to reduce the meeting frequency. The LACMTA shall provide to the City for review all notices, presentations, and other materials presented to the public at least seventy-two (72) hours in advance of distribution or presentation to the public, and any substantive changes to the materials made thereafter shall be provided to the City as soon as practicable.

The LACMTA shall be responsible for all advance notifications to the public for work associated with the Project. The notification distribution area shall be reviewed and approved by the City. Project information and Construction notifications may be provided in multiple formats including, electronic mail, Project website, social media and on-street portable changeable message boards. All signage not related to traffic controls or noise control shall be mutually approved by the City and the LACMTA. The City will design wayfinding signage relating to the Project within the City and the LACMTA will procure and install the wayfinding signage based on the approved design. The LACMTA shall maintain all signage, including signage related to traffic and noise control, detours, and business promotion, in a neat, clean, presentable manner and free of dirt, graffiti, dents, or tears. The LACMTA shall replace any signage within twelve (12) hours after notification from the City that such signage's appearance is unsatisfactory.

The LACMTA will continue to provide advance notification for the following activities:

- a) Start of Each Major Construction Activity Listed in Article XIII (pile installation, street decking, jet grouting, and deck removal) and the Demolition of any Building
 - i) 21 Days – On-street Changeable Message Signs (CMS)
 - ii) 60 Days (1st notice) – Mail or hand deliver and email to affected businesses and residents
 - iii) 2 Days (2nd notice) – Mail or hand deliver and email to affected businesses and residents
 - iv) Updates via Eblast, website, Facebook and Twitter
- b) Utility Service Interruption
 - i) 60 Days if possible, but no less than 30 Days – Mail or hand deliver and email to affected businesses and residents
 - ii) 2 Days – Hand deliver and email to affected businesses and residents
- c) Driveway Closure

- i) 7 Days – Mail or hand deliver and email to affected businesses and residents
 - ii) 2 Days – Mail or Hand deliver and email to affected businesses and residents
- d) Sidewalk Closure
 - i) 7 Days – On-sidewalk signs
 - ii) 2 Days – Hand deliver and email to affected businesses and residents
 - iii) Updates via Eblast, website, Facebook and Twitter
- e) Lane Closure
 - i) 7 Days – On-street Changeable Message Signs (CMS)
 - ii) Updates via Eblast, website, Facebook and Twitter
- f) No Parking
 - i) 7 Days – On-street signs
 - ii) Updates via Eblast, website, Facebook and Twitter
- g) Bus Stop Relocations
 - i) 14 Days – Mail or hand deliver and email to affected businesses and residents
 - ii) 14 Days – Notification sign placed on bus stop

In addition to the foregoing, the LACMTA shall send all such notices in electronic format to businesses, residents, and other interested persons that request to receive notices by email. The LACMTA shall continuously maintain an email list for such purpose and a website dedicated to the Project where persons may sign up to receive notices. The LACMTA shall also post all Project-related notices on an LACMTA website dedicated to the Project and conspicuously visible to the public.

The LACMTA shall also provide the City with the following information on the first Working Day of each calendar month: (i) a detailed schedule of Construction activities to occur over the next sixty (60) Days; and (ii) a schedule of Construction activities anticipated to occur over the next two (2) years.

On-street changeable message boards related to lane closures, driveway closures, sidewalk closures and parking restrictions will be located based on traffic engineering plans and documents. They shall be removed during periods when no changeable messages are required by this Agreement or the City of Beverly Hills. The requirements of this Article will be incorporated into traffic plans as they are submitted by the C1120 Contractor.

The LACMTA shall provide to the City a monthly schedule of all proposed activities within the City.

Establishment of a Public Phone Line

The LACMTA shall establish and fund a toll-free phone line that is available twenty-four (24) hours a Day to respond to concerns related to construction disturbances within the City. This phone line shall incorporate a construction relations phone line prompt for immediate live response. Contact information for the public liaison person and phone line shall be included in all Construction notices. The LACMTA shall respond to complaints within twenty-four (24) hours of receipt and, where possible, shall address the complaint by corrective action in a timely manner. The LACMTA shall provide documentation to the City Representative that the complaint was effectively resolved. The LACMTA will immediately log the complaint and immediately notify the City Representative and the Compliance Monitor. The City will post the complaint on its website.

The City may use its own dedicated phone line, in addition to the LACMTA-established toll-free phone line. If the City uses its own dedicated phone line, then at the City's request all LACMTA notices and signs relating to Construction must include both the LACMTA's and City's phone numbers.

ARTICLE XXI

Inspection of City Facilities During Construction

The City and the LACMTA agree that all work on City Facilities will conform to City Standards as they relate to inspection, sampling, and testing. The LACMTA agrees to require adherence to such policies and practices by the Contractor and other contractors and will include those requirements in its contracts with its Contractor and other contractors.

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

All Rearrangement and Construction of City Facilities by the LACMTA shall be offered by LACMTA to the City for inspection. Reimbursement for inspection services shall be in accordance with Article XI. The City shall provide inspectors, who may be either City staff or Consultant(s), who will be available throughout Project Construction, at the LACMTA's expense and as needed to observe and inspect the Rearrangement of City Facilities so that upon completion of Construction, the City will have a basis for acceptance of the work. The City's inspectors shall coordinate with the LACMTA Representative and the Contractor. The City's inspection shall also include planned field reviews for compliance with all requirements of this Agreement, including any relevant exhibits. 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 businesses, as provided in the Construction Staging Plans and Worksite Traffic Control Plans.

During any inspection, each party shall cooperate to quickly resolve any deviations from, or violations of, any approved plans discovered in the course of such inspection. The City will provide immediate verbal notice of any deviation, violation or nonconformance to the LACMTA's construction manager as well as to the LACMTA staff (as designated by the LACMTA Representative), followed by a written notice not later than twenty-four (24) hours after discovery.

Each notice shall include an explanation of the resolution desired by the inspector. Failure to provide notice shall not constitute a waiver by the City.

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. After notification is provided in writing, the inspection shall take place within twenty-four (24) hours of such notification. The final inspection of any Rearrangement shall be attended by the LACMTA Representative and the City Representative, at the LACMTA's expense. Each party will provide to the other party's representative immediate verbal notice of any deficiencies or discrepancies in any Construction on any Rearrangements or any other issues discovered in the course of the final inspection, followed by a written notice within five (5) Days thereafter. Each notice shall include an explanation of the resolution desired by the notifying party. Promptly upon completion of the City Facility Rearrangement (including if applicable, completion of any corrective work performed), the City shall furnish its written notice that Construction of the City Facility complies with Design submittals and City Standards. Notwithstanding the preceding, the City's final inspection and acceptance of any City Facility shall not occur until the portion of Wilshire Boulevard that may impact the City Facility is restored and completed and all punch list items are closed, except in those instances when beneficial and exclusive use of a City Facility or utility is transferred to the City by mutual agreement prior to the complete restoration of Wilshire Boulevard within City limits.

Interim inspection of those City Facilities that will be covered, buried and/or no longer visible due to some future Construction or other activity will have the appropriate level of City inspection performed and punch-lists created prior to cover-up.

ARTICLE XXII

Operation And Maintenance Of City Utilities

The LACMTA proposes to relocate and rearrange existing City owned utilities including, water distribution pipelines and facilities, sanitary sewer collection systems, storm drain pipelines, traffic signal systems, fiber optic communications facilities and street light systems. The LACMTA and the City recognize that Rearrangement of City-owned utilities is necessary to accommodate the Construction of the Rodeo Station. The LACMTA and the City further acknowledge that certain relocated/rearranged City-owned utilities will remain within the limits of Station construction in a long-term, temporary condition and may rely on the Station excavation shoring system for support.

Upon completion of the Rodeo Station Construction, the City-owned utilities will be relocated into their permanent location and constructed in accordance with applicable City Standards, including standards for depth and materials. All permanently relocated City-owned utilities shall conform to the City Standards in place at the time the permanent relocation work begins. At its sole discretion, the City may allow certain utilities to remain in their long-term, temporary condition or location on a permanent basis.

LACMTA agrees to be responsible, at LACMTA's expense, for operation and maintenance of City-owned utilities in their temporary condition. The responsibility includes financial responsibility for any water quality or other regulatory violations that result from operation and

maintenance problems while the utilities are in a long-term, temporary condition and remedying the cause of any such violations. The responsibility for operation and maintenance begins when the existing utilities are modified in any way or if access to existing utilities is not available due to Project-related construction. The responsibility for operation and maintenance ends when the City-owned utilities are relocated/rearranged to their permanent location (if required by the City) and accepted in accordance with this Agreement. LACMTA further agrees to coordinate with the City and conduct utility operation or maintenance, including regulatory compliance measures, when the City-owned utilities are in a temporary condition.

LACMTA and its Contractor will be required to operate and maintain all utilities in accordance with City Standards and the City's Utility Maintenance Plan for the Project, as amended from time to time and on file with the City's Public Works Department. The LACMTA will provide uninterrupted service to the maximum extent feasible by minimizing any utility service interruptions. Additionally, LACMTA agrees to provide emergency response twenty-four (24) hours per day, seven days per week, to utility operation and maintenance issues for the City-owned utilities under its control in accordance with City service standards. Under no circumstances will the LACMTA or the Contractor undertake Construction that will interfere with the City's ability to operate its utilities.

Notwithstanding the LACMTA's responsibility to operate and maintain all utilities placed in a temporary condition as a result of the Project, the City may repair such utilities if, in the City's reasonable opinion, the LACMTA has not adequately or timely addressed a malfunction, defect or maintenance problem with the utility. The LACMTA shall reimburse the City for all reasonable Costs associated with the City's repair or operation of a temporary utility. The LACMTA shall provide the City access to repair or maintain all utilities.

Nothing in this Agreement shall be construed as providing the LACMTA authority to replace lateral lines that extend from a main line into private property because the City does not own such lateral lines. LACMTA shall be responsible for any damage to lateral lines during Construction. LACMTA shall promptly take corrective action to fix any damaged lateral lines, but in no case more than forty-eight (48) hours after the damage is identified. This provision is included in this Agreement for the benefit of property owners whose lateral lines are affected by the C1120 Contract.

ARTICLE XXIII

Indemnity, Warranties And Insurance Requirements

The LACMTA shall defend, hold harmless, and indemnify the City and its directors, elected officials, officers, agents and employees against any and all loss, liability, damage, or expense for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of the Project's Design, the LACMTA's or the Contractor's handling, treating, or disposing of Hazardous Materials, or in connection with intentional, willful, wanton, reckless or negligent conduct arising out of or relating to (i) the C1120 Contract and/or any other contract for Construction; and (ii) the performance of the LACMTA's obligations hereunder. However, the LACMTA shall not defend and indemnify the City hereunder for any loss, liability, damage, or expense resulting from its sole negligence, willful misconduct, or

resulting directly out of the color of the City-requested K-rail. The requirements of this paragraph shall survive the termination of this Agreement.

The City shall defend, hold harmless, and indemnify the LACMTA and its directors, elected officials, officers, agents and employees against any and all loss, liability, damage, or expense for injury or death to persons, including employees of either Party, and damage to property, including property of either Party, arising out of or in connection with intentional, willful, wanton, reckless or negligent conduct arising out of or in connection with the City's actual proprietary Design or Construction performance for any work or Betterment undertaken by the City pursuant to this Agreement. However, the LACMTA shall not be indemnified hereunder for any loss, liability, damage, or expense resulting from its or its Contractor's sole negligence or willful misconduct. The requirements of this paragraph shall survive the termination of this Agreement.

The LACMTA shall maintain an administrative claims process throughout the term of this Agreement that may be initiated by filing a claim substantially in the form set forth in Exhibit H. The City shall make copies of Exhibit H available upon request at City Hall and on its website to any persons or businesses claiming damage caused by the LACMTA. The LACMTA shall inform the City of any claims submitted through the administrative claims process.

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, contract out of Section 895.2 of said Code and agree to indemnify and defend the other in accordance with the terms of this Article for the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such party would be responsible under this Article.

The LACMTA hereby warrants that Project Construction will maintain the structural integrity of all City Rights-of-Way and buildings adjacent to the Project for a period of at least two (2) years following completion of the C1120 Contract. The LACMTA hereby warrants Project Rearrangement work for at least one (1) year following the City's acceptance of any work. Said warranties shall require the LACMTA, its contractors (including the C1120 Contractor) and suppliers to warrant that any work shall be free from defect and include the City as a beneficiary of said warranties. Defects may include, but are not limited to, damage to the City Rights-of-Way and City Facilities caused by excavation activities or the failure of any Rearrangements. The LACMTA must promptly remedy or cause to be remedied any defect or damage subject to the warranties. The LACMTA must include provisions for the warranties provided for under this Article in any contracts it enters into with contractors for Project work. Nothing in this Article shall be construed to limit or reduce the City's ability to claim that any Project work suffers from a latent or patent defect and to enforce any rights it may have to remedy a latent or patent defect. If warrantied work fails and is replaced, removed, or substantially rebuilt, then the original warranty on such work shall be deemed renewed commencing from when the warrantied work was replaced, removed, or rebuilt and accepted by the City.

Promptly, but no later than thirty (30) Days after the execution of this Agreement, the LACMTA shall cause and shall provide to the City a certificate to each of the following policies naming the City and the LACMTA as additional insureds: 1) unless otherwise mutually agreed by the Parties, Construction contractors shall provide evidence of insurance in at least the following amounts or any greater amounts otherwise required by law: \$2,000,000 in General Liability with an aggregate limit of \$4,000,000, \$2,000,000 in Workers' Compensation / Employer's Liability, \$10,000,000 in Combined Single Limit (CSL) in Auto Liability, and \$250,000,000 in excess liability coverage; 2) unless otherwise mutually agreed by the Parties, Design contractors shall provide evidence of insurance in at least the following amounts or any greater amounts otherwise required by law: \$2,000,000 in General Liability with an aggregate limit of \$4,000,000, \$2,000,000 in Workers' Compensation / Employer's Liability, \$10,000,000 (CSL) in Auto Liability, \$2,000,000 in Professional Liability, and \$250,000,000 in excess liability coverage. In the event of a cancellation or reduction of insurance, the contractors or suppliers shall be required to give at minimum thirty (30) Days prior written notice to the LACMTA and the City. The City recognizes and agrees that insurance can be provided through a contractor-controlled insurance program, or a program of self-insurance. The aforementioned policies of insurance shall contain endorsements that (i) waive all rights of subrogation; and (ii) require the insurer(s) to give at minimum thirty (30) Days prior written notice to the LACMTA and the City before cancelling and/or reducing the insurance.

ARTICLE XXIV

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, and upon reasonable notice, the other's records relating to its performance hereunder (and all costs incurred with respect thereto) for the C1120 Contract, from the date hereof through and until expiration of three (3) years after the accepted completion of the C1120 Contract, or such later date as is required under other provisions of this Agreement. 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 XXXI. The City and the LACMTA shall insert into any contracts entered into by the City or the LACMTA, respectively, for the performance of work hereunder the above requirements and also a clause requiring their respective contractors to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, subcontractors and suppliers, the records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

ARTICLE XXV

Federal And Other Requirements

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

The 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 the LACMTA from

third parties, but only if the LACMTA provides to the City reasonable notice and evidence of such requirements demonstrating the City's requirements and obligations. In that event, the City shall permit the authorized representatives of the LACMTA, the U.S. Department of Transportation, the Comptroller General of the United States, 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 Costs and other relevant records relating to performance by the City, its contractors and subcontractors for the Project or Rearrangements of City Facilities related thereto, from the date of this Agreement 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 by the rules and regulations of any such government agency (provided that the LACMTA gives reasonable notice of such later date to the 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, the City represents and warrants that such records are accurate and complete to the knowledge of the City Representative. The City shall insert into any contracts it enters into for the performance of work hereunder the above requirements and also a clause requiring the contractors (or consultants) to include the above requirements in any subcontracts or purchase orders. In the case of such contractors, consultants, subcontractors and suppliers, the records subject to the above requirements shall include, without limitation, any relevant records as to which a tax privilege might otherwise be asserted.

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 therefrom.

No member, officer, elected official or employee of the LACMTA, or of the City, during his or her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof, except in his or her capacity as a resident of the City. To the LACMTA's and the City's knowledge, no board member, officer or employee of the LACMTA has any interest, whether contractual, non-contractual, financial or otherwise in this transaction, or in the business of the 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.

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.

In connection with the performance of this Agreement, the City will cooperate with the LACMTA so that the LACMTA may meet all applicable federal regulations imposed on the LACMTA with regard to the maximum utilization of disadvantaged business enterprises. Nothing in this

Agreement shall require the City to adopt or implement a Disadvantaged Business Enterprise program or preference.

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

Both Parties understand that the Buy America requirements in Title 49 USC § 5323(j)(1) and the applicable regulations in 49 CFR Part 661 (“Buy America”) may apply to the procurement of certain manufactured products and other materials procured for use in the work outlined in this Agreement. If all good faith efforts are made to obtain and utilize Buy America-compliant material, but such material is not produced in sufficient and reasonably available quantities of a satisfactory quality (meeting the City’s standards), the LACMTA will seek a waiver from the Federal Transit Administration pursuant to Part 661.7 of the Buy America regulations. The City will cooperate with the LACMTA, and provide supporting documentation, in pursuit of any such waiver from Buy America requirements. All costs of using Buy America-compliant material or material that is subject to a waiver request shall be borne by the LACMTA.

ARTICLE XXVI

Construction Review Deadlines And Delays

LACMTA shall provide to the City for its review and, as authorized by this Agreement, approval all Design and Construction plans falling within the categories outlined in Exhibit I. The City shall have the authority to approve any Design and Construction plan that impacts a City Facility. In addition, the LACMTA shall provide to the City for its review any other Design and Construction plans requested by the City following the City’s review of the Contract Data Requirements List (CDRL). Any changes to the CDRL shall be provided to the City following execution of this Agreement. Exhibit I may be amended from time to time to reflect material changes to the CDRL.

City shall complete its review and take action on any Construction submittals that are consistent with the PDD Permit approved by the City Council within twenty (20) Days from the date a complete application is submitted to the City. City staff shall transmit its comments in the form of a comment matrix and annotated plans (as appropriate) to the LACMTA. If the City has not completed its review within that time, the LACMTA may provide the City notice to cure. The City shall have ten (10) Days to cure by completing its review after receipt of the LACMTA notice. If, in the City’s discretion, the LACMTA or its Contractor has submitted a Construction submittal or series of submittals that cannot reasonably be completed within twenty (20) days due to the submittal’s volume, complexity or other condition beyond the City’s control, City staff shall provide notice within seven (7) Days of receipt of a submittal to the LACMTA of its inability to complete its review to the LACMTA. The City and the LACMTA shall thereafter mutually agree on a new deadline for the City to complete its review of any or all pending Construction submittals, provided that in no event shall the review period exceed forty-five (45) Days.

City shall complete its review and take action on any Requests for Information that are consistent with the PDD Permit as approved by the City Council within seven (7) Days from the date a complete application is submitted to the City. If the City has not completed its review within that

time, the LACMTA may provide the City notice to cure. The City shall have seven (7) Days to cure by responding to the Request for Information after receipt of the LACMTA notice.

City shall complete its review and take action on any Requests for Change that are consistent with the PDD Permit as approved by the City Council within three (3) Working Days from the date a complete application is submitted to the City. If the City has not completed its review within that time, the LACMTA may provide the City notice to cure. The City shall have two (2) Working Days to cure by completing its review after receipt of the LACMTA notice.

If the City fails to meet the established deadlines in this Article and additionally fails to respond to the notice to cure established in this Article, and if the LACMTA demonstrates to the City that this failure constitutes an adverse impact to the Cost of the Project that is a direct result of the delays to the C1120 Contract's critical path work from the City's failure to meet the established deadlines, then the LACMTA may direct its Contractor to perform the work, on a conditional basis pending the City's compliance.

If a Party or its contractor fails to meet any review deadline, then any affected time deadlines for the other Party or other activities under this Agreement shall be revised accordingly.

ARTICLE XXVII

Protections for Beverly Hills High School

The LACMTA shall meet and confer with representatives of the School District as necessary to discuss and coordinate Construction with School District operations.

The LACMTA and Contractor shall not conduct any surface Construction on School District property in connection with the Project's cross passages, including ground improvement activities. The LACMTA and Contractor shall conduct all piling activities on the east side of Century Park East after 3:30 PM on weekdays or on weekends in order to avoid impacting Beverly Hills High School, if the work occurs during the School District's academic year.

The LACMTA shall provide the City with the following plans at least ninety (90) Days before tunneling may begin underneath Beverly Hills High School: (i) Building and Utility Settlement Assessment Report; and (ii) Action Plan for Tunneling and Settlement Control. The City may comment on such plans. The LACMTA shall consider such comments in good faith and attempt to address comments relating to settlement at the High School.

Noise and Vibration Monitoring

The LACMTA shall develop noise criteria for the school classrooms and occupied spaces at Beverly Hills High School in consultation with the School District and Beverly Hills High School administrators. With the School District's consent, the LACMTA shall conduct noise monitoring within the property encompassing Beverly Hills High School at locations mutually agreed upon by the LACMTA and School District. The noise monitoring shall ensure compliance with the noise criteria developed in consultation with the School District and school administrators. The LACMTA shall develop, through the Contractor, noise control plans to maintain the noise criteria within the school classrooms and occupied spaces. Such noise control plans shall be updated at

three (3) month intervals and submitted to the City for review within ten (10) days of the start of each quarterly period or upon any major change in work schedule, construction methods, or equipment operations not included in the most recent noise control plan.

The LACMTA shall comply with the vibration levels set forth in Article XIV at the property line of Beverly Hills High School nearest to the adjacent Construction. The LACMTA shall not exceed a groundborne noise level of forty-five (45) dBA (dB re 20 micro Pascals) in any school space, including temporary classrooms. If the School District consents, the LACMTA shall place monitoring equipment at such property line in order to verify compliance with the levels set forth in Article XIV, which shall operate continuously during all Construction activity.

The LACMTA shall also comply with all mitigation measures identified in the Final and Supplemental EIR and EIS, as more particularly described in Exhibit J, in order to protect Beverly Hills High School from C1120 construction-related vibration and noise impacts. The LACMTA shall conduct daily monitoring of all construction in the City and the City of Los Angeles to verify compliance with such mitigation measures. If the LACMTA identifies a violation of a mitigation measure or receives a complaint of excessive noise or vibration, then the LACMTA shall promptly review its noise and vibration monitoring or conduct additional monitoring to ensure construction-related noise and vibration levels do not exceed applicable criteria levels and, if an exceedance is identified, promptly implement additional mitigation measures, possibly including reduction of construction activities, to reduce noise and vibration levels below the criteria levels.

Air Quality Monitoring

Construction shall not cause air quality levels to exceed 100 ppb for nitrogen oxides (NO₂) over a one (1) hour period and 50 µg/m³ for particulate matter smaller than or equal to 10 microns (PM₁₀) and 2.5 microns (PM_{2.5}) in size over a five (5) hour period (collectively, the “Threshold Levels”). If a Threshold Level is exceeded, then the LACMTA and the Contractor shall immediately stop Construction and promptly implement additional mitigation measures, possibly including reduction of Construction activities, to reduce air quality levels below the Threshold Levels before Construction may resume.

Alert levels will be set at eighty (80) percent of the Threshold Levels (“Alert Levels”). If an Alert Level is exceeded, then the LACMTA and the Contractor shall promptly implement additional mitigation measures to prevent an exceedance of the Threshold Levels.

The LACMTA shall identify at least three locations (one upwind and two downwind) at Beverly Hills High School where the LACMTA will place monitors to verify compliance with such air quality levels. Separate monitors will be used for PM₁₀, PM_{2.5} and NO₂. The monitors shall be positioned to monitor the Project’s contribution to ambient PM_{2.5}, PM₁₀, and NO₂, and in secure locations with access to power and limited public access. The monitors will meet the requirements set forth by the federal Environmental Protection Agency and SCAQMD. Monitoring shall be continuous during all Construction activities in Century City. An anemometer shall also be used to measure wind speeds and directions. Monitoring data shall be made available to the Independent Compliance Monitor, the City, the LACMTA, and the Contractor. Monthly reports shall also be provided to the City and made available to interested persons.

The Compliance Monitor shall provide immediate notification (via visual alarm and email notification) to the LACMTA, the Contractor, and the City when the Alert Levels or Threshold Levels are exceeded.

The LACMTA shall also comply with the air quality requirements established under Article XXVIII. The LACMTA shall also comply with all mitigation measures identified in the Final and Supplemental EIR and EIS, as more particularly described in Exhibit K, in order to protect Beverly Hills High School from C1120 construction-related air quality impacts. Such mitigation measures include “CON 97,” which provides in full:

Install MERV 16-rated filters on the air intakes at the Beverly Hills High School temporary classroom site and the medical rehabilitation facility. As these areas are predicted to potentially experience air quality levels above the SCAQMD PM10 significance threshold for a limited time period, the installation of these filters is recommended during this time period. MERV 16-rated filters are designed to control particulate contamination in the size range of 0.3 – 1.0 microns, which is expected to reduce PM10 and PM2.5 levels within the buildings by over 95 percent.

Enforcement

The Independent Compliance Monitor shall be responsible for monitoring enforcement of the conditions of this Article and enforcing available remedies pursuant to the procedures of Article XVII of this Agreement between the hours of 7 AM and 3:30 PM on days when Beverly Hills High School is in session. However, the LACMTA shall not be responsible for the Independent Compliance Monitor’s costs attributable to enforcing this Article.

ARTICLE XXVIII

Air Quality

The LACMTA and the Contractor shall comply with all SCAQMD standards and regulations to reduce the amount of particulate matter caused by Construction, including SCAQMD Rule 403. SCAQMD Rule 403 includes limits on PM₁₀ levels.

The Independent Compliance Monitor shall monitor compliance with such standards and regulations during Construction, which standards and regulations shall be enforceable under the terms of Article XVII, above. In addition to visual inspections conducted by the Compliance Monitor, a monitoring device shall be implemented when Construction occurs to alert the LACMTA of potential fugitive dust and particulate matter impacts. If the monitoring identifies fugitive dust and/or particulate matter, then the LACMTA shall implement additional mitigation measures to prevent dust and/or particulate matter from spreading to adjacent properties. The LACMTA shall also comply with the mitigation measures in Exhibit K.

ARTICLE XXIX

Miscellaneous

Under no circumstances shall the City be liable to the LACMTA for damages to the LACMTA for delays associated with the Project work under this Agreement. The LACMTA and the City acknowledge and agree that this Agreement and the City's exercise of its rights hereunder are deemed to be in furtherance of the Project, other than Article XXXI ("Resolution of Disputes").

The Parties and their contractors shall timely commence, diligently prosecute and complete the Construction and other activities on or before the applicable deadlines established in this Agreement.

Neither Party shall arbitrarily or capriciously withhold or delay any action or approval required under this Agreement or necessary to complete the C1120 Contract.

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 the Independent Compliance Monitor orders a halt to the work pursuant to Article XVII, or where it is absolutely necessary to first resolve the dispute in order to be able to continue work.

The LACMTA and its Contractor shall protect and maintain all basement walls, footing encroachments, and marquees of all buildings adjacent to the Construction work zone.

The City Representative or his or her designees, the City Engineer, and Consultant(s), as well as the Independent Compliance Monitor, shall at all times be permitted to enter the Project area, including LACMTA work sites, in order to conduct monitoring for compliance with this Agreement, mitigation measures, and C1120 Contract requirements. The City Representative, City Engineer, and Consultant(s) shall further be permitted to communicate any alleged violations of this Agreement or mitigation measures or technical defects they independently identify to the LACMTA Representative and/or the Compliance Monitor.

All persons entering the Project area, including LACMTA work sites, shall comply with the LACMTA's safety plan.

The City has two lawsuits pending related to the Westside Subway Extension: *City of Beverly Hills v. Federal Transit Administration, et al.*, United States District Court Case No. CV-18-03891 GW (SSx) and *City of Beverly Hills v. Los Angeles County Metropolitan Transportation Authority*, Los Angeles Superior Court Case No. BS144164. The Parties acknowledge that nothing in this Agreement is intended to waive the causes of action or defenses asserted in this lawsuit or to relinquish or otherwise modify in any way the positions of the parties in this lawsuit.

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

Performance by any Party of its obligations hereunder (other than for payment of money) shall be excused during any period of "Permitted Delay." Permitted Delay shall mean and include delay

beyond a Party's reasonable control (despite the good faith efforts of such Party), including without limitation, all of the following: acts of God; civil commotion; riots; strikes; picketing or other labor disputes; shortages of materials or supplies; damage to work in progress by reason of fire, floods, earthquake, or other casualties; failure, delay or inability of the other Party to act; and litigation brought by a third party attacking the validity of this Agreement.

In recognition of the City's interest in neighborhood identity, the LACMTA agrees that it will not name a rail/subway station in the City without the City Council's Consent. The requirements of this paragraph shall survive the termination of this Agreement.

The City will participate in partnering sessions between the LACMTA and the Contractor relating to City Facilities and other partnering sessions when appropriate.

All preconstruction surveys required by this Agreement shall be provided to the respective property owners within thirty (30) Days of completion.

The Project's tunnel alignment does not travel underneath any detached single family structures in the City.

Law enforcement at the Project facilities located within the City, including the Wilshire/La Cienega and Wilshire/Rodeo Stations, will meet or exceed the policing standards set forth in Exhibit U. If the LACMTA contracts with one or more law enforcement agencies to provide law enforcement within the agencies' respective jurisdictions, then the LACMTA will contract with the Beverly Hills Police Department to provide law enforcement services. If the LACMTA utilizes a single law enforcement agency, whether proprietary or through a third party agency, to provide law enforcement on a system-wide basis, then the LACMTA may utilize that agency to provide law enforcement services that meet or exceed the policing standards set forth in Exhibit U.

ARTICLE XXX

Real Property Transactions

The LACMTA has acquired property interests in several parcels within the City for use as staging areas and station portals for Sections 1 and 2 of the Purple Line Extension Project within the City of Beverly Hills. The LACMTA intends to convey certain interests in these properties to the City, and the City intends to convey temporary construction easements over, under and across some of these properties to the LACMTA. In order to facilitate this mutual intent, and subject to final approval from the Federal Transit Administration, the Parties acknowledge and agree as follows:

1. **Sale of Real Property Located Within the City.** The LACMTA has acquired fee title to 9393 Wilshire Boulevard (parcel number W-3001-1), between Canon and N. Crescent Drives; and fee title in 9385 Wilshire Blvd. (parcel number W - 3001) which is adjacent to 9393 Wilshire Boulevard. The LACMTA wishes to convey fee title to 9393 Wilshire Boulevard and air rights eighteen feet above the surface of 9385 Wilshire Boulevard to the City. Under the terms and provisions of this Agreement and the Contract of Sale and Escrow Instructions attached as Exhibit O; and the Temporary Construction Easements ("TCEs") attached as Exhibit P, all of which will be executed by the Parties (and acknowledged, if applicable) within ten (10) Days after final approval of the sale by the Federal Transit Administration, the LACMTA will sell 9393 Wilshire Boulevard and such air rights to 9385 Wilshire Boulevard to the City and the City will

grant to the LACMTA temporary construction easements for the purposes set forth in Recital C of the TCEs.

2. First Negotiation Rights and Options for City. Pursuant to United States Bankruptcy Court Case No. 2: 13-bk-14135-RK, the LACMTA has granted a repurchase option to the Ace Gallery for a property commonly known as 9430 Wilshire Boulevard (the “Station Property”).

2.1 Rights of First Negotiation. If the owner of the repurchase option fails to timely exercise the repurchase option, or exercises the repurchase option but fails to timely purchase the Station Property, then the LACMTA shall so notify the City in writing, and then the City shall then have a six (6) month exclusive negotiating period in which the City may exclusively negotiate with the LACMTA for the purchase of the Station Property. Additionally, if the LACMTA desires to sell or lease any air rights above the Station Property (above eighteen feet) or sell or lease any air rights above the property commonly known as 8471 Wilshire Boulevard and 14 La Cienega Boulevard (collectively, the “La Cienega Station Property”) above thirty-five (35) feet, then prior to entering into any discussions or negotiations regarding the sale or lease by the LACMTA of any rights above the Station Property and/or the La Cienega Station Property, the LACMTA shall notify the City of its desire to sell, and the City shall have a six (6) month exclusive negotiating period (from the date the LACMTA’s written notice is delivered) to exclusively negotiate for the purchase of such air rights. Within ten (10) Days after final approval of the options by the Federal Transit Administration, the LACMTA shall deliver to the City a Memorandum of Right of First Negotiation and Option to Purchase for the Station Property and a Memorandum of Right of First Negotiation and Option to Purchase for the La Cienega Station Property in the forms attached hereto as Exhibits Q and T, respectively, duly executed and acknowledged, for recording by the City.

2.2 Option. If the City and the LACMTA do not reach an agreement within any six (6) month exclusive negotiating period described in Section 2.1 above, then the LACMTA shall promptly inform the City in writing of any written offer or other proposal to purchase (and shall give the City a copy thereof), and the City will thereafter have the option (“Option”) to elect to purchase the applicable property/air rights for the same use and at the same price as in the offer or other proposal by giving the LACMTA written notice of such election (“Option Notice”) within forty-five (45) Days after the LACMTA delivers the offer or proposal to the City.

2.2.1. Payment of Purchase Price. The purchase price shall be payable by the City to the LACMTA in immediately available funds through Escrow at the Close of Escrow.

2.2.2. Opening and Closing of Escrow. Following the City’s exercise of an Option, the City shall cause an escrow (the “Escrow”) to be opened with First American Title Insurance Company (the “Escrow Holder” or “Title Company”) for the sale of the applicable property/air rights and shall deposit with Escrow Holder a copy of this fully executed Agreement. The City and the LACMTA shall provide such additional instructions consistent with this Agreement as may be reasonably required by Escrow Holder. Provided that each of the conditions to closing described in Section 3.2.3 below have been satisfied, Escrow shall close (the “Close of Escrow”) as soon as possible, but in

no event later than one hundred and twenty (120) Days after the opening of Escrow. If the Close of Escrow does not occur by such date, then the party not then in default may terminate the rights and obligations under this Article XXX and the Escrow Holder shall promptly return all fees and documents deposited with Escrow Holder to the depositing party. Any escrow and title cancellation fees shall be paid by the defaulting party.

2.2.3. Conditions to Close of Escrow.

2.2.3.1. The obligations of the City under this Agreement to close escrow shall be subject to the satisfaction (or express written waiver by the City Manager) of each of the following conditions.

(a) There shall have been no new title exceptions since the applicable date of the preliminary reports issued by Escrow Holder under Order Number NCS-919136-SA1 (8471 Wilshire) and NCS-919137-SA1 (14 La Cienega) that (in each case) would adversely affect the development, ownership, or use of the applicable property. (City has approved the exceptions in both such reports.)

(b) The Title Company shall have committed to issue at the Close of Escrow an owner's title insurance policy in the amount of the applicable Purchase Price, with any endorsements reasonably requested by the City, showing title to the applicable property vested in the City, subject only to the exceptions in the preliminary reports approved by the City and any other title exceptions approved by the City Manager.

2.2.4. LACMTA Title Covenant. The LACMTA shall not create or further encumber the air rights above the Station Property (9430 Wilshire Boulevard) above eighteen (18) feet or the air rights above the La Cienega Station Property above thirty-five (35) feet with any additional title exceptions after the date of the title reports without the prior written consent of the City Manager. Notwithstanding the foregoing, LACMTA may encumber the air rights above the Station Property (9430 Wilshire Boulevard) up to eighteen (18) feet or the air rights above the La Cienega Station Property up to thirty-five (35) feet for public transportation purposes without the consent of the City Manager.

2.2.5. Costs.

2.2.5.1. The City shall be responsible for all costs and expenses of the extended (ALTA) coverage portion of title insurance (if required by City), any survey charges, any title policy endorsements, all recording fees, all documentary transfer taxes, and half of all escrow fees and charges.

2.2.5.2. The LACMTA shall be responsible for the cost of the standard coverage owner's title insurance (and shall promptly reimburse the City upon written demand for the cost of the title reports, whether or not a closing occurs) and half of all escrow fees and charges.

2.2.6. Deposits into Escrow; LACMTA's Obligations.

The LACMTA shall deliver to Escrow Holder the following instruments and documents at or before the scheduled Close of Escrow:

2.2.6.1. The Grant Deed, duly executed by LACMTA and acknowledged;

2.2.6.2. An affidavit as contemplated by California Revenue and Taxation Code 590 ("Withholding Affidavit");

2.2.6.3. A Certification of Non Foreign Status in accordance with 26 U.S.C. § 1445 ("FIRPTA Certificate"); and

2.2.6.4. Such evidence of LACMTA's authority to enter into and close the transaction as Escrow Holder may require.

2.2.6.5. An owner's affidavit and such other documents as may be reasonably required by the Escrow Holder.

2.2.7. Deposits into Escrow; City's Obligations. Prior to the scheduled Close of Escrow, the City shall deposit into Escrow funds in the amount of the Purchase Price and shall deliver to Escrow Holder a Certificate of Acceptance for the Grant Deed, executed by the City and acknowledged, and such evidence of the City's authority to enter into and close this transaction as Escrow Holder may require.

2.2.8. Escrow's Closing Actions. On the Close of Escrow, Escrow Holder shall:

2.2.8.1. Deliver to the LACMTA funds in the amount of the Purchase Price;

2.2.8.2. Record the Grant Deed (and Certificate of Acceptance) with the Los Angeles County Recorder's Office (which shall be deemed delivery of said instrument to the LACMTA);

2.2.8.3. Issue the Title Policy;

2.2.8.4. Prorate assessments (if any) as of the Close of Escrow in accordance with the settlement statements approved by the parties;

2.2.8.5. Prepare and deliver to each party one signed copy of Escrow Holder's closing statement showing all receipts and disbursements of the Escrow; and

2.2.8.6. Deliver the FIRPTA Certificate and the Withholding Affidavit to City.

2.2.9. Inspections by City. Until the closing, the City, and its contractors and consultants who are designated in writing to the LACMTA (“LACMTA’s Designees”), shall have the right to enter onto the applicable property at mutually agreeable times for the purpose of performing hazardous materials inspections, soil inspections, and other physical inspections and investigations; provided, however, that the City has provided the LACMTA reasonable written evidence (such as insurance certificates and/or copies of policies) that the activities of the City and/or the LACMTA's Designees are covered by reasonable liability insurance naming the LACMTA as an additional insured. The City shall indemnify, defend, and hold harmless the LACMTA from and against any and all claims, liabilities, obligations, orders, damages, fines, penalties, and expenses (including, without limitation, attorneys’ fees) resulting from the City’s and/or the LACMTA’s Designees’ entry onto and inspection of the applicable property (excluding the results of the inspections). The City’s obligations under this Section shall survive termination of this Agreement.

3. **Real Property Located Outside the City.** The LACMTA has acquired a fee interest in the property commonly known as 1940 Century Park East in Century City (Los Angeles). The City has a desire to purchase a permanent easement running east/west across 1940 Century Park East to the City in the form described in Exhibit R. In order to obtain a purchase price for this easement both the LACMTA and the City will obtain an appraisal within six months after the execution of this Agreement. The appraisal will value the property as of the date of execution of this Agreement. The LACMTA and the City will then have six (6) months in which to negotiate a purchase price of the easement. If the LACMTA and the City fail to agree on a purchase price, the two appraisers will pick a third appraiser who will determine the purchase price as of the date of execution of this Agreement and will be limited on the high and low end by the results of the two appraisals. The City shall then have sixty (60) Days to notify the LACMTA in writing that the City accepts such purchase price of the easement and the purchase and sale of such easement shall be completed in accordance with the terms of Section 2.2 above. The City hereby approves the title exceptions in Title Company’s preliminary report dated July 23, 2018 issued under Order Number NCS-919138-SA1, and the LACMTA represents it has not, and shall not hereafter, further encumber 1940 Century Park East (except to the extent reasonably necessary to develop 1940 Century Park East, and provided that any deed of trust or other lien must be subordinated to the City’s easement and any other encumbrance must not conflict with or impose obligations on the City as future holder of the easement).

Within ten (10) Days after final approval of the easement by the Federal Transit Administration, the LACMTA shall deliver to the City a Memorandum of Right to Purchase Access Easement (1940 Century Park East) in the form attached hereto as Exhibit S, duly executed and acknowledged, for recording by the City.

4. **La Cienega Station Property.** In addition to any other requirement of this Agreement, the City shall have the option (“Option”) to elect to purchase from the LACMTA the air rights above thirty-five (35) feet on the La Cienega Station Property for the value of such air rights as of the date of this Agreement. This option for the City to purchase the air rights at the La Cienega Station Property shall expire after five (5) years from the date of this Agreement. The City must propose a use for the air rights, and the LACMTA must agree to sell the air rights for the use proposed by the City. City hereby approves the Title Exceptions in Title Company’s

preliminary report dated July 23, 2018 issued under Order Number NCS-919137-SA1, and shall have the right to reasonably approve any new title exceptions. The LACMTA will not create any new title exceptions that adversely affect the air rights.

The purchase price for such air rights at the La Cienega Station Property shall be determined pursuant to the procedures set forth in Section 3 above, and the sale shall occur in accordance with the terms of Section 2.2.

Within ten (10) Days after final approval of the option by the Federal Transit Administration, the LACMTA shall deliver to the City a Memorandum of Option to Purchase (14 La Cienega Boulevard and 8471 Wilshire Boulevard) in the form attached hereto as Exhibit T, duly acknowledged, for recording by the City.

ARTICLE XXXI

Resolution Of Disputes

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 or voluntary mediation.

Arbitration – No Work Stoppage: Failing a resolution through these “good faith efforts,” or in the absence of good faith efforts to resolve, 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 (10) 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 (10) 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.

California Law: Section 1283.05 of the California Code of Civil Procedure 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.

Arbitration - Work Stoppage: In the event that work is stopped and it is necessary to resolve a claim or dispute in order to resume 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.

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. 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.

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 in accordance with the provisions of Section 1284.2 of the California Code of Civil Procedure.

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

ARTICLE XXXII

Additional Terms

This Agreement will be governed by and construed under the laws of the State of California without regard to conflicts of laws principles.

This Agreement supersedes any prior understanding or written or oral agreements between the Parties hereto respecting the C1120 Contract and contains the entire understanding between the Parties with respect thereto. Notwithstanding the preceding sentence, City of Beverly Hills Agreement Nos. 648-17 and 348-17 between the City and the LACMTA dealing with Advance Utility Relocation for the Project shall remain in full force and effect and the LACMTA shall remain liable for all fees for any permits processed before the effective date of this Agreement and any work performed on the permit applications.

This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same document, which shall be binding and effective as to each of the Parties hereto.

Each individual executing this Agreement hereby represents and warrants that he or she has the capacity set forth on the signature pages hereof with the full power and authority to bind the party on whose behalf he or she is executing this Agreement to the terms hereof.

All notices and other correspondences between the City and the LACMTA shall be in writing, addressed as follows, and delivered personally or sent by certified mail, return receipt requested, or reputable overnight messenger service:

| | |
|---------------|--|
| To City: | The City Manager City of Beverly Hills 455 N. Rexford Dr., Fourth Floor Beverly Hills, California 90210 |
| With copy to: | The City Attorney |

City of Beverly Hills
455 N. Rexford Dr., Room 230
Beverly Hills, California 90210

To LACMTA: Michael McKenna
Executive Officer, Project Management
One Gateway Plaza
MS 99-17-5
Los Angeles, California 90012

With copy to: Charles Safer
Assistant County Counsel
One Gateway Plaza, 24th Floor
Los Angeles, California 90012

Notices given by certified mail shall be deemed delivered on the date of delivery or attempted delivery shown on the return receipt. Notices given by messenger or reputable overnight delivery service shall be deemed delivered one (1) business day after delivery to the messenger or overnight delivery service unless a later actual delivery date is confirmed by the records of the messenger or overnight delivery service, in which case that actual delivery date shall govern. Any signatory hereto may from time to time, by notice given to the other signatories hereto change the address to which communications to such signatory are to be sent or designate one or more additional persons or entities to which communications are to be sent.

Time is of the essence of each provision hereof in which time is a factor.

If any provision of this Agreement shall for any reason be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the validity of the other provisions of this Agreement shall in no way be affected thereby.

No alteration, amendment or modification of this Agreement shall be valid unless evidenced by a written instrument executed by the Parties hereto with the same formality as this Agreement.

No waiver by any party of the rights, conditions, or the performance of any covenant or promise herein shall be effective unless contained in a writing signed by such party. No such written waiver shall reduce the rights or remedies of the Parties nor shall it invalidate this Agreement, nor shall it be deemed to be a waiver by such party of any other rights, conditions, or the performance of any covenant or promise (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by one party to exercise any right or remedy it may have by reason of the default of any other party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right or remedy by such party while the other party continues to be so in default. No grant of a permit or extended hours shall be construed as a grant of any other permit or extended hours, nor shall it be construed as a commitment to grant additional permits or extended hours.

Except as otherwise expressly provided in this Agreement, the Parties do not intend by any provision herein to confer any right, remedy or benefit upon any third party (express or implied),

and no third party shall be entitled to enforce or otherwise shall acquire any right, remedy or benefit by reason of any provision of this Agreement.

The Parties agree that specific performance and injunctive relief are available to enforce the rights of the Parties under this Agreement, including the provisions of any Construction Staging Plan or Worksite Traffic Control Plan or other measure developed pursuant to this Agreement.

The section headings used in this Agreement are for convenient reference only and shall not be used in construing this Agreement. The words “include,” “including” or other words of like import are intended as words of illustration and not limitation and shall be construed to mean “including, without limitation.”

WHEREOF, the Parties have caused this Agreement to be executed as of the dates set forth above.

City of Beverly Hills,
A Municipal Corporation

Los Angeles County Metropolitan
Transportation Authority

JULIAN A. GOLD, M.D.
Mayor of the City of Beverly Hills, California

By: _____
Its: _____

ATTEST:

(SEAL)
LOURDES SY-RODRIGUEZ
Assistant City Clerk

Approved as to Form:

Approved as to Form:

LAURENCE S. WIENER
City Attorney

RONALD W. STAMM
Principal Deputy County Counsel

Exhibit A
PDD Permit and City of Beverly Hills Conditions for Approval

CITY OF BEVERLY HILLS
CONDITIONS FOR APPROVAL OF
SUBWAY CONSTRUCTION PERMITS

The following permit conditions (the “Permit Conditions”) shall constitute the terms of the Project Definition Documents (“PDD”) permit for the C1120 Contract work. The Permit Conditions are based on that certain Memorandum of Agreement between the City of Beverly Hills (the “City”) and the Los Angeles County Metropolitan Transportation Authority (the “LACMTA”) entitled “Memorandum of Agreement for Contract C1120 of the Purple Line Extension Project – Section 2” (the “Agreement”); all exhibits attached thereto; Worksite Traffic Control Plans, Traffic Management Plans, Construction Staging Plans, Noise Control and Noise Monitoring Plans, Tree Removal and Replacement Plans and other plans submitted by the LACMTA; the March 2012 Final Environmental Impact Report for the Westside Subway Extension (the “Final EIR”); the November 2017 Final Supplemental Environmental Impact Report for the Westside Subway Extension (the “Supplemental SEIS”); and all completed permit applications and submittals for the scope of work at issue. Any conflicts between the Permit Conditions and those documents shall be interpreted and resolved pursuant to the applicable provisions of the Agreement.

The following Permit Conditions shall be enforceable by the Independent Compliance Monitor established by Article XVI of the Agreement to the fullest extent provided under Article XVII of the Agreement:

Construction Staging and Traffic Control

- The LACMTA shall abide by the provisions of Article XII of the Agreement, “Construction Staging, Traffic Control and Parking Requirements.”

Pedestrian Access and Sidewalk Maintenance

- The LACMTA shall abide by the provisions of Article XII of the Agreement, “Construction Staging, Traffic Control and Parking Requirements.”

Parking

- The LACMTA shall abide by the provisions of Article XII of the Agreement, “Construction Staging, Traffic Control and Parking Requirements.”

Hauling Routes

- The LACMTA shall abide by the provisions of Article XII of the Agreement, “Construction Staging, Traffic Control and Parking Requirements.”

Allowable Work Hours and Workdays

- The LACMTA shall abide by the provisions of Article XIII of the Agreement, “Allowable Work Hours and Workdays.”
- Unless work is otherwise permitted within the street during evening hours, full street access shall be restored at the end of each working day.
- The LACMTA shall comply with all conditions of any afterhours construction permit issued by the City.

Noise and Vibration Mitigation Measures

- The LACMTA shall abide by the provisions of Article XIV of the Agreement, “Noise and Vibration Control Plans and Mitigation Measures.”
- The LACMTA shall abide by Exhibit E of the Agreement, “Metro 5-Step Noise Control Plan.”

Light Mitigation Measures

- The LACMTA shall abide by the provisions of Article XV of the Agreement, “Light Plans and Mitigation Measures.”

Tree Removal and Replacement

- The LACMTA shall abide by the provisions of Article XVIII of the Agreement, “Tree Removal and Replacement.”

Advance Public Notification

- The LACMTA shall abide by the provisions of Article XX of the Agreement, “Community Outreach.”

Final EIR

- The LACMTA shall comply with all mitigation measures of the Final EIR and Supplemental SEIS applicable to the C1120 Contract work.

Business Mitigation

- Clean worksite and adjacent areas at least once each work day and remove and paint over graffiti within twenty-four (24) hours of discovery.
- Remove visible Construction-related roadway dust tracked out on public sidewalks at the conclusion of each shift.

- Place large clearly visible signage, at locations identified by the City, indicating that all businesses are open during construction.

Beverly Hills High School

- The LACMTA shall abide by the provisions of Article XXVII of the Agreement, “Protections for Beverly Hills High School.”

Air Quality Mitigation Measures

- The LACMTA shall abide by the provisions of Article XXVIII of the Agreement, “Air Quality.”

Miscellaneous

- The LACMTA shall provide the public with at least thirty (30) days’ written notice prior to conducting any Construction activities located outside the staging yard on the south side of Wilshire Boulevard, including the installation and demolition of sound walls around the staging yard and hauling activities through the adjacent alley. If such Construction activities would threaten the safe use of Reeves Park by the public, as determined in the City Representative’s sole discretion, then the LACMTA shall close a portion of the park, deemed reasonably necessary by the City Representative to protect public safety, before Construction begins and the public notice shall address the park closure. Notwithstanding anything to the contrary in Article V of the Agreement, the LACMTA shall pay the City’s park rental fee at the rate then in effect for “event strike/prep time” for non-residents, or a similar fee if such fee no longer exists. The fee for Fiscal Year 2017-18 is currently \$2,250 per day that the park is closed, and the fee for Fiscal Year 2018-19 will be \$2,330 per day that the park is closed.
- On a monthly basis, the LACMTA shall provide the City Representative with those portions of the Critical Path Method (CPM) schedule relevant to surface Construction outside the staging yards, as updated or modified from time to time by the Contractor. The CPM is provided for informational purposes only and not subject to City approval or formal comment. On a weekly basis, the LACMTA shall provide a three-week look ahead schedule.
- The LACMTA shall protect and maintain all basement walls, footing encroachments, and marquees of all buildings adjacent to the construction work zone.
- The LACMTA’s Contractor shall comply with the City’s Business License Tax Ordinance. No Construction within the City of Beverly Hills may commence until the Contractor has paid the City’s Business License Tax in full.
- The LACMTA or its Contractor shall ensure that all dewatering complies with the City’s Dewatering Ordinance found at Section 9-4-610 of the Beverly Hills Municipal Code.
- The closed-circuit television (CCTV) system monitoring the Station plaza and the Station’s interior public spaces shall include a live feed provided to the City’s Police and Fire Departments for safety purposes.

- In order to mitigate traffic impacts during Construction, LACMTA shall reimburse City for a traffic management system that allows the City to review traffic conditions in real time and remotely adjust traffic controls. The new traffic management system will include the installation of CCTV cameras and accessory equipment at the following locations: (1) Robertson Blvd./Olympic Blvd.; (2) Robertson Blvd./Wilshire Blvd.; (3) S. Santa Monica Blvd./Rexford Dr.; (4) S. Santa Monica Blvd./Crescent Dr.; (5) S. Santa Monica Blvd./Canon Dr.; (6) S. Santa Monica Blvd./Beverly Dr.; (7) Olympic Blvd./ Rexford Dr.; (8) Olympic Blvd./ Doheny Dr.; (9) Olympic Blvd./La Peer Dr.; (10) Burton Wy./Maple Dr.; and (11) Burton Wy./Foothill Rd. Such CCTV cameras will be mounted on existing City poles or other infrastructure and will connect via City-owned fiber optic cables to the City's traffic management center. Signal system upgrades will include controllers, IP switches, traffic software upgrades, and cabinet upgrades at intersections. The City will be responsible for installing the CCTV cameras and accessory equipment. As soon as practicable after execution of the Agreement, City will provide to LACMTA specifications for the traffic management system. The traffic management system will be included in a Form 60 that is submitted to the LACMTA in accordance with Article XI of the Agreement.
- To the extent possible, the Station's emergency generator shall reduce diesel exhaust from intruding onto private property.
- The Station's electrical equipment at 9385 Wilshire Boulevard shall be screened with an aesthetically pleasing and reasonably priced material satisfactory to City.
- To the extent possible, grates shall be constructed away from the sidewalk. Methane vents shall be located in tree wells where possible, and designed to be isolated from tree roots.
- Evaluate and coordinate with City on joint development potential of Metro property.
- The LACMTA will be responsible for reviewing and approving the support of excavation's structural design for compliance with the LACMTA's design criteria provided in the PDD. No later than thirty (30) Days prior to the support of excavation and decking work (not including implementation of the traffic control plans required to allow potholing and pile installation behind K-rail), the LACMTA or the Contractor shall submit to the City a comprehensive Support of Excavation Final Design Package for review and comment, which will include as a minimum the following:
 - a) Geotechnical Report for the Wilshire/Rodeo Station Area;
 - b) SOE Design Drawings & Calculations for Wilshire/Rodeo Station;
 - c) Dewatering Design Report & Drawings;
 - d) Wastewater Management Plan;
 - e) Building Settlement Assessment Report including analyses related to the Contractor's impact assessment for predicted dewatering and ground movements;
 - f) Utility Settlement Assessment Report;
 - g) Geotechnical Instrumentation Drawings;
 - h) Geotechnical Monitoring Threshold Report that outlines the maximum allowable values for the installed instrumentation;

- i) Contingency Plan(s) that explain what actions will be taken if monitoring threshold values are exceeded. The Contingency Plan will be submitted to the City's Public Works Department prior to the start of excavation, and shall constitute the Project's final and approved Contingency Plan. The Contingency Plan may be amended from time to time by the LACMTA without City approval, except that any change affecting the junctures where dewatering or excavation must stop or the City's role or approval authority with respect to the plan shall require the City's written consent; and
- j) Completed preconstruction survey reports for adjacent structures and those structures identified in Exhibit N of the Agreement, including historic structures (subject to the structure owners written consent).

The Support of Excavation Final Design Package may be submitted to the City for review and comment in discreet submittals as they are completed. The City shall provide comments, if any, to the LACMTA, in the time and manner prescribed under Article XXVI for Construction submittals. To the extent permitted by law, the LACMTA or the Contractor shall provide copies of pre-construction surveys of all properties to property owners for record only prior to any support of excavation work.

- The Contractor shall conduct daily monitoring of the ground, buildings and utilities adjacent to the work area during the excavation, shoring and dewatering work, and the LACMTA shall provide to the City any reports and other written results, analyses, interpretations, and conclusions generated as a result of such monitoring and received by the LACMTA. If building or utility movements exceed the threshold values specified in the approved Geotechnical Monitoring Threshold Report then the Contractor will evaluate the movement per the Contingency Plan. If settlement-related building damage is observed, then the Contractor and its engineer of record shall immediately investigate the cause and severity of the damage in accordance with the approved Contingency Plan. If the observed damage and geotechnical instrumentation data indicate that the structural integrity of the building is at risk, excavation shall be temporarily halted in the affected area. The Contractor and its engineering staff shall propose appropriate mitigation measures to safely rectify the problem, if necessary. Excavation in the affected area shall not resume until an evaluation is performed, mitigations are implemented to prevent further damage to the affected building, and the City is in agreement.
- In the event that a building within the City is proven to be significantly damaged by the Project, then the LACMTA shall provide the City with a report identifying the cause of the damage and the steps the LACMTA will undertake to fix the damage or compensate the property owner. In addition, if the damaged building is a historic structure, then the LACMTA shall undertake all remediation and restoration measures required by law.

In addition to the Permit Conditions provided above, the following standard permit conditions of the City shall apply to the PDD Permit for the 1120 Contract work.

- Restoration of City facilities shall be per City Standards, as defined in the Agreement, City of Beverly Hills Standard Detail Drawings and approved plans.

- Trash collection service shall be maintained at all times. Applicant to coordinate work with appropriate trash collection service providers. Call Public Works Customer Service at (310) 285-2467 for service provider information.
- Contact Dig Alert prior to excavation.
- Schedule pre-construction inspection two (2) days prior to work on any City facilities. Contact: Robert Welch, Project Manager, at 310-285-2497 or email: rwelch@beverlyhills.org.
- Restore full street access at the end of each working day.
- Trench plates shall be recessed and secured per City Standard drawings and requirements.
- Unsecured trench plates shall be re-secured within six (6) hours of notification from the City Representative, but in no case shall remain unsecured past the hours of 10 PM.
- Posting of "No Parking" signs indicating the dates and time of the parking restriction seven (7) days prior to work activity or as required by the City Representative.
- Contact parking enforcement to register parking restrictions 72 hours in advance of proposed restriction. Unregistered parking restrictions or parking restrictions with improperly maintained signage will not be enforced.
- Hauling that meets the following criteria may require engineering investigations, routing definition, coordination, police escort, and control of permit movement:
 - a. Loads in excess of 14 feet wide.
 - b. Loads in excess of 135 feet in overall length.
 - c. Loads that are of a weight that require:
 - i. More than a 13-axle, single-vehicle width hauling combination, or
 - ii. A 13-axle, single-vehicle width hauling combination with a load deck where the inner axles in the groups bordering the load deck are 40 feet or more apart, or
 - iii. Two or more side-by-side vehicles with a combined width of 14 feet or more supporting the load.
- Damage to public improvements as a result of permitted transport shall be reported to the Police Department immediately.

Exhibit B
RESERVED

Exhibit C
Template Form 60

| | | | | | |
|--|-------------------|---------------------------------|----------------------|------------------------|--|
| CONTRACT PRICING PROPOSAL (Professional Services) | | LACMTA "FORM 60" | | PAGE 1 of 2 | |
| Name of Proposer: | | Service to be Furnished | | | |
| Home Office Address | | | | | |
| Project /Location (s) Where work is performed | | Total Amount of Proposal | | Contract No. | |
| DETAILED DESCRIPTION OF COST ELEMENTS | | | | | |
| 1a. Direct Labor (Specify) | Est. Hours | Rate/ Hour | Est. Cost(\$) | Total Est. Cost | |
| Administration | | | | | |
| Construction Management | | | | | |
| Inspection | | | | | |
| | | | | | |
| 1b. Overtime | | | | | |
| | | | | | |
| | | | | | |
| Total Direct Labor | | | | \$ - | |
| 2. Labor Overhead | O.H. (%) | x Base= | Est. Cost(\$) | | |
| Labor Overhead | | | | | |
| Construction Labor Overhead | | | | | |
| Total Labor Overhead | | | | \$ - | |
| 3. Travel* | | | Est. Cost(\$) | | |
| a. Transportation | | | | | |
| b. Per Diem or Subsistence | | | | | |
| Total Travel | | | | \$ - | |
| 4. Subcontractors/Subconsultants ** | | | Est. Cost(\$) | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total Subcontractors | | | | \$ - | |
| Fee on Subcontractors | | | | | |
| 5. Other Direct Costs * | | | | \$0.00 | |
| 6. General & Admin. Expenses | | | | | |
| TOTAL ESTIMATED COST | | | | \$ - | |
| 7. Fee | | | | | |
| TOTAL ESTIMATED COST AND FEE | | | | \$ - | |
| * Itemize on "Form 60" - Continuation Page | | | | | |
| ** Attach LACMTA "Form 60" for all proposed subcontractors/subconsultants | | | | | |

| CONTRACT PRICING PROPOSAL (Professional Services) <i>Continuation Page</i> | | LACMTA "FORM 60" | PAGE 2 of 2 | |
|---|------------------|---------------------|----------------------|--|
| SUPPORTING SCHEDULE | | | | |
| ITEM NO. | ITEM DESCRIPTION | Est. Cost (\$) | Total Est. Cost (\$) | |
| Travel: | | | | |
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| Other Direct Costs: | Reimbursables | | | |
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| TOTAL | | | | |
| Type Name and Title: | | Signature: | | |
| Name of Firm: | | Date: | | |

Exhibit D
Detour Routes During Full Closures of Wilshire Boulevard



Metro Purple Line Extension Project

Section 2 Rodeo Station

Decking Detour Map

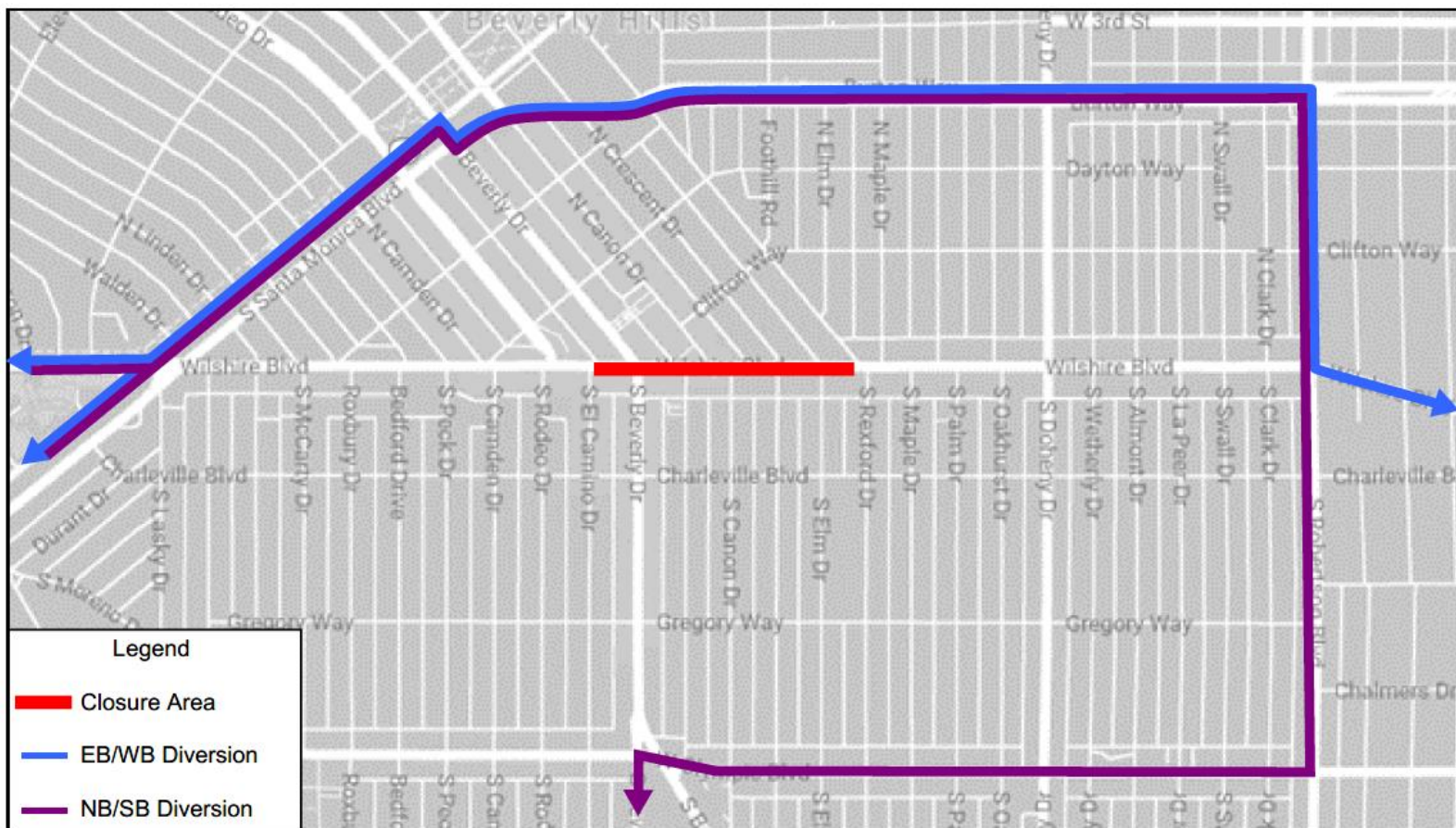


Exhibit E
Metro 5-Step Noise Control Plan

5-Step Noise Control Plan

1. Training
2. Scheduling of Noisy Activities
3. Noise Control Measures
4. Monitoring
5. Response

The measures contained in this 5-Step Noise Control Plan (“Plan”) are for Contract C1120 of the Purple Line Extension Project – Section 2 between the City and Metro (“Agreement”). To the extent that there is any conflict between the Plan and the Agreement, the standards set for in the Agreement shall control over the Plan. Any omission of a noise mitigation measure or standard provided for in the Agreement shall not be construed as a waiver of that measure or standard.

Part 1 - Training

- 1.1 Employees must take Noise Awareness Training.
- 1.2 Metro shall provide mandatory training to all construction personnel.
- 1.3 Emphasize the importance of noise control.
- 1.4 Inform workers that Metro is working under an agreement with Beverly Hills that governs work hours and noise mitigation standards and an After Hours Construction Permit with Beverly Hills.
- 1.5 Discuss methods of limiting noise on the construction site:
 - (a) No yelling or loud music;
 - (b) No idling of equipment;
 - (c) Avoid staging equipment in front of residences or other noise sensitive areas; and
 - (d) Use Noise control measures such as noise blankets, quiet equipment, placing materials instead of dropping, etc.

Part 2 - Scheduling of Work

2.1 Schedule noisiest activities during daytime hours (however traffic restrictions may require that some of this work occur at night, to the extent permitted by the Agreement and with permission by City). Examples of noisy activities include:

- (a) Saw-cutting
- (b) Pile-drilling
- (c) Jack-hammering
- (d) vacuum trucks

2.2 Comply with all work hour restrictions contained in Article XIII of the Memorandum of Agreement for Contract C1120 of the Purple Line Extension Project – Section 2 (“Agreement”).

Part 3 - Noise Control Measures

Noise Control Measures include:

Equipment

3.1 When a backup alarm must be used, use low impact backup alarms on equipment, which include manually-adjustable alarms, self-adjusting alarms, and broadband alarms. Ambient-sensitive self-adjusting backup alarms shall be strategically placed on vehicles to minimize engine noise interference. Configure traffic patterns to minimize backing movements.

3.2 Use modern equipment equipped with state of the art engine insulation and mufflers, in accordance with all applicable City, State, and Federal standards.

3.3 No generators larger than 950 KVA shall be used and, when a generator is necessary, it shall be equipped with the best available technology to minimize noise, including a sound attenuated enclosure with a silencer. Operate equipment at the lowest possible power levels.

3.4 Use solar-powered, battery-powered, or hybrid equipment, including generators and light stands (not engine powered) whenever practical.

3.5 Fit pavement breakers and other equipment with manufacturer approved exhaust muffler

3.6 Use solar-powered or battery powered arrow boards to the extent practical.

3.7 Use nylon slings for lifting in lieu of chain fall, when permissible by CALOSHA.

Hauling/Staging

3.8 Configure traffic patterns to minimize backing movement.

3.9 Use Approved Haul Routes on Major Streets.

3.10 No truck traffic permitted on residentially zoned streets, except for access to laydown yards when necessary and only by using a route approved by the City.

Work Areas

3.11 Enclose pavement breaker and sawcutting activities within a four-sided noise barrier enclosure or equivalent, with the addition of a roof when the equipment does not exceed eight (8) feet in height. Noise barriers shall include a STC rating of 25 or greater.

3.12 Provide noise muffling enclosures for fixed equipment.

3.13 To minimize slamming tailgates use rubber gaskets or equivalent or decrease speed of tailgate closure.

3.14 Place plywood or dirt beds on all trucks or any other mutually agreed to effective noise mitigations when loading concrete or steel on beds of trucks.

3.15 No slamming tailgates.

- 3.16 Establish truck cleanout staging areas as needed.
- 3.17 No impact pile driving will be used.
- 3.18 Locate equipment away from noise sensitive areas to the extent practicable.
- 3.19 Use noise control signage in work zone that states "Noise Control Zone."
- 3.20 Stage equipment away from residences, where possible.
- 3.21 No idling of heavy equipment or vehicles, when not in use.
- 3.22 The use of vibratory rollers and packers will be avoided near vibration sensitive areas and structures. The vibration sensitive areas and structures shall be determined by a structural engineer as part of the preconstruction surveys and subject to verification by the City.
- 3.23 No parking by construction staff on city streets.

Staging Areas

- 3.24 Noise barrier walls at all staging areas/lay-down yards to have a wall assembly of STC-25 or greater, and the ability to reduce noise by at least 10 dBA. Noise barrier walls shall be at least 20 feet in height.
- 3.25 Noise control signage in staging areas that state "Noise Control Zone" and "Slow Down."

Part 4 - Noise Monitoring

- 4.1 4 levels of monitoring:
 - (a) Metro
 - (b) Contractor
 - (c) Environmental consultant
 - (d) Independent Compliance Monitor
- 4.2 A trained Metro acoustic monitor shall verify that such activities do not generate noise greater than 5dBA above ambient noise levels, when measured at the property line nearest to sensitive receptors and at heights above the line of site of construction activities.
- 4.3 Unless otherwise agreed to by the Parties, a trained Independent Compliance Monitor shall be present on-site at all times when construction activities are being performed to verify compliance with all terms of this Plan and the Agreement, including verification that such activities do not generate noise greater than noise levels identified in Article XIV of the Agreement, when measured at the property line nearest to sensitive noise receptors.

4.4 The Independent Compliance Monitor shall exercise all of the powers conferred upon it by Article XVII of the Agreement.

4.5 Acoustical engineer interprets results, prepares monthly compliance reports, provides input/comments. Monthly compliance reports will be provided to the City of Beverly Hills, and are available to others upon request.

4.6 Construction noise must be limited to no more than 5 dB above the ambient noise levels jointly agreed to by the City and Metro. In addition, if any activity conducted between the hours of 10 p.m. and 7 a.m. causes an unreasonable noise impact to the surrounding residential or business neighborhood, reasonable mitigation, agreed to by the City and Metro, shall be implemented to reduce the impact to a reasonable level. When determining whether an impact is unreasonable, the City shall take into account the hour of day, the established ambient level at the closest receptor, the proximity to the work site, noise sources not related to the project, and other similar factors.

4.7 Metro and the City shall jointly establish the preexisting ambient hourly noise levels at the property lines of residential and temporary occupancy uses in accordance with Article XIV of the Agreement.

Part 5 - Response

5.1 24-hour hotline and email.

5.2 Hotline will be monitored by a live person.

5.3 Contact information is provided to the community via:

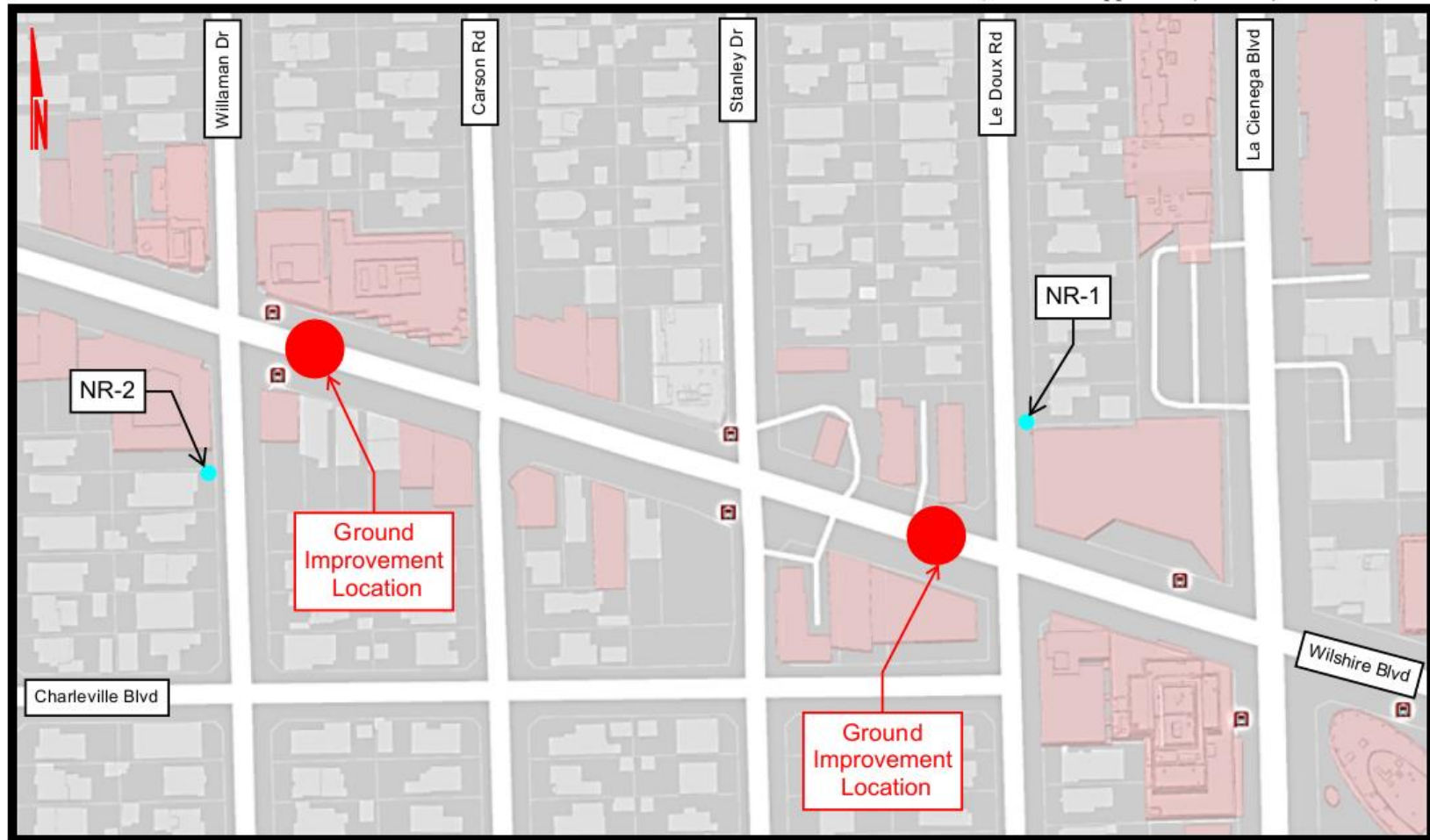
- (a) All project materials
- (b) Signs
- (c) Website
- (d) Social media channels
- (e) E-mail

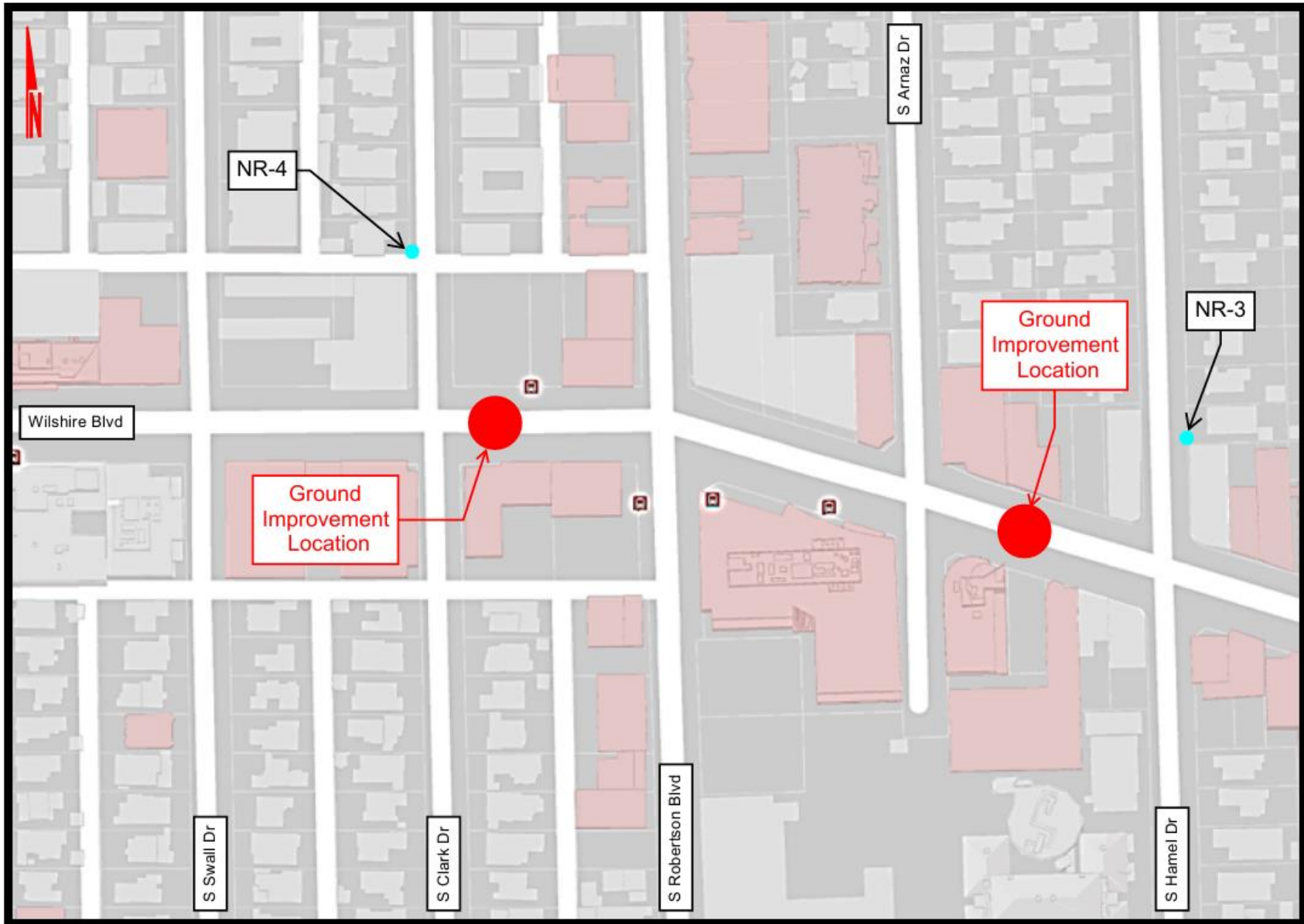
Exhibit F
Ambient Noise Testing Sites

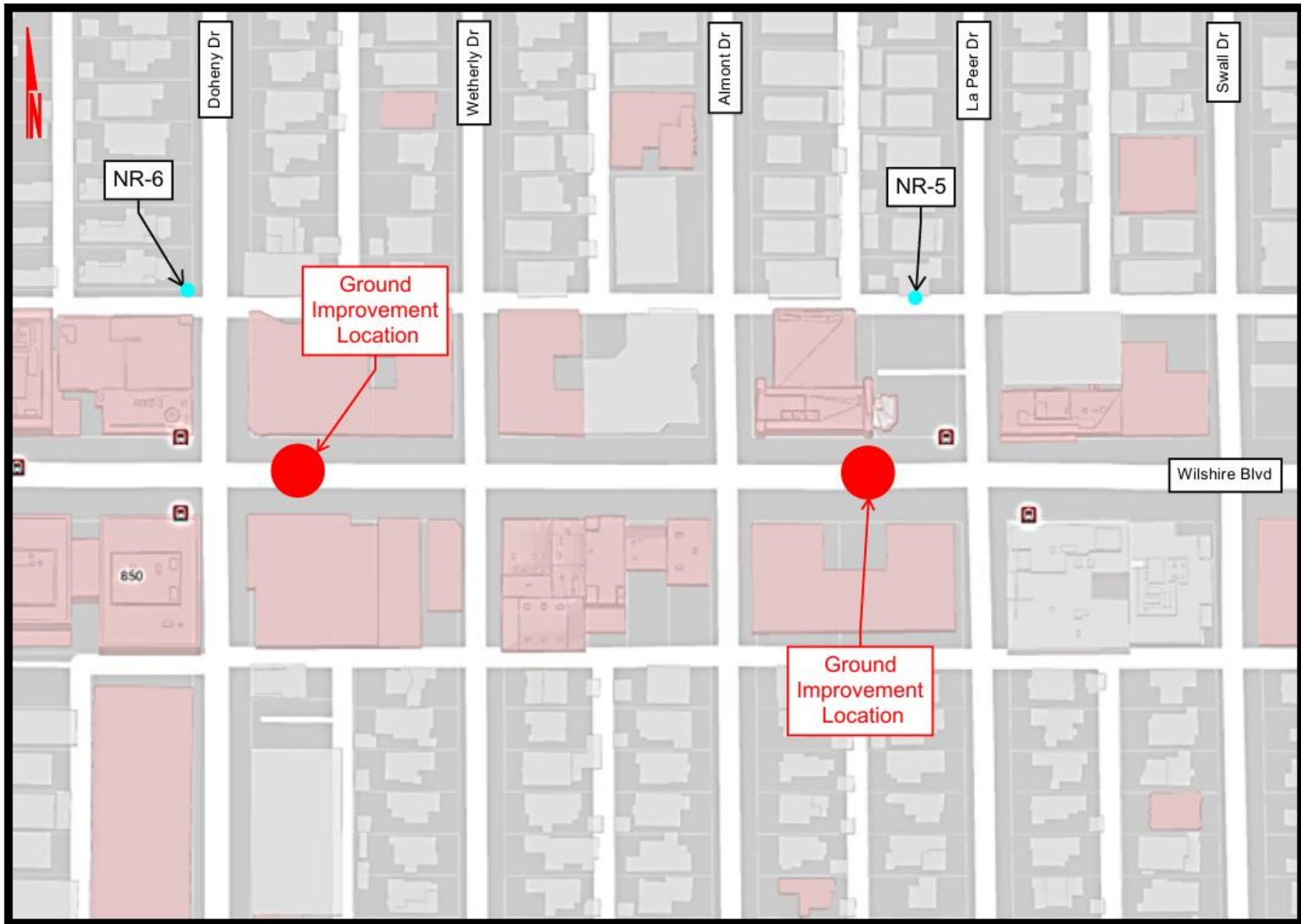
Exhibit F - Noise Monitoring Locations

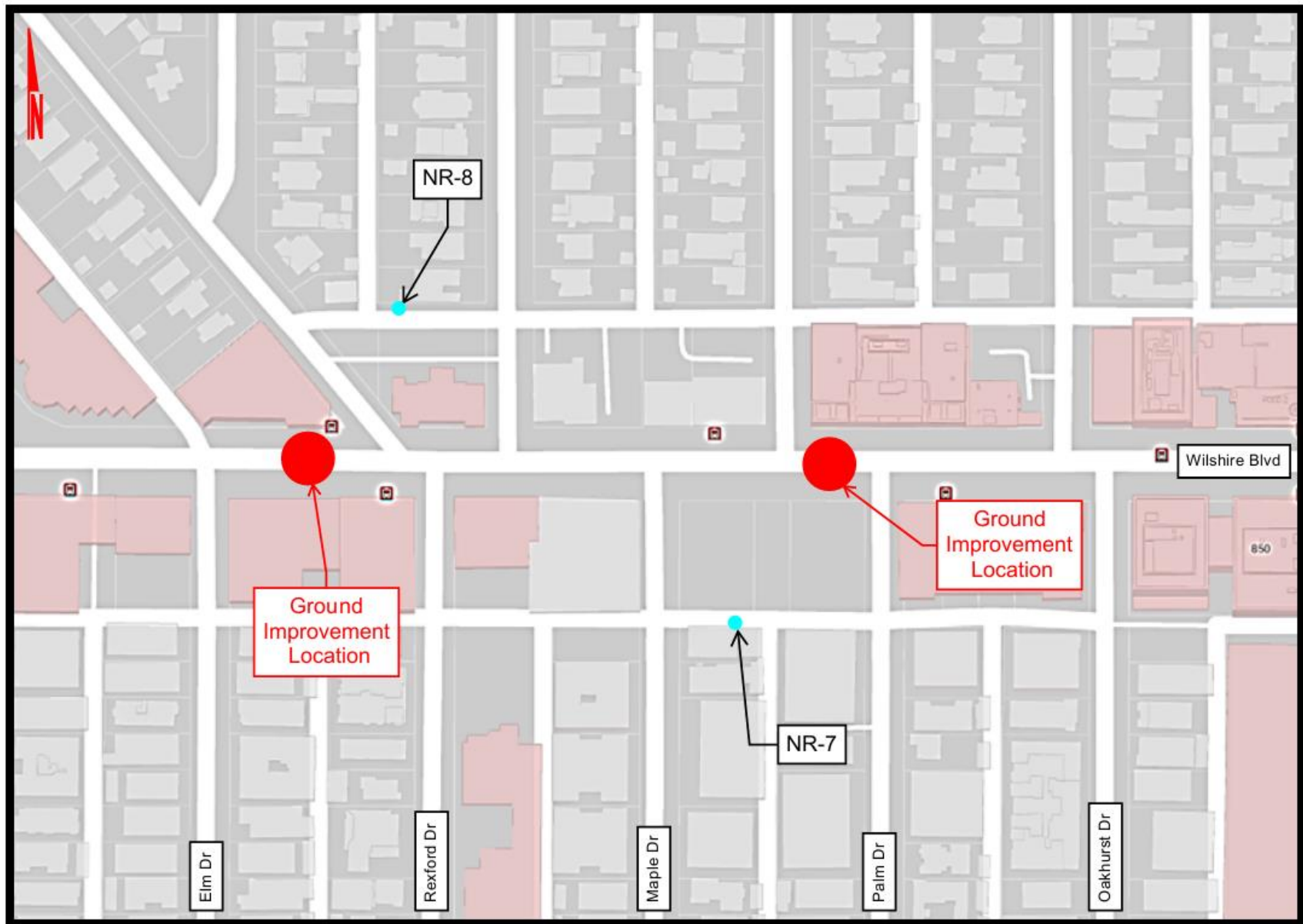
- | | | | |
|---|---------------------------|---|-------------------------------------|
|  | Station Box |  | Noise Monitoring Location* |
|  | Construction Staging Yard |  | Elevated Noise Monitoring Location* |
|  | Hotels | | |

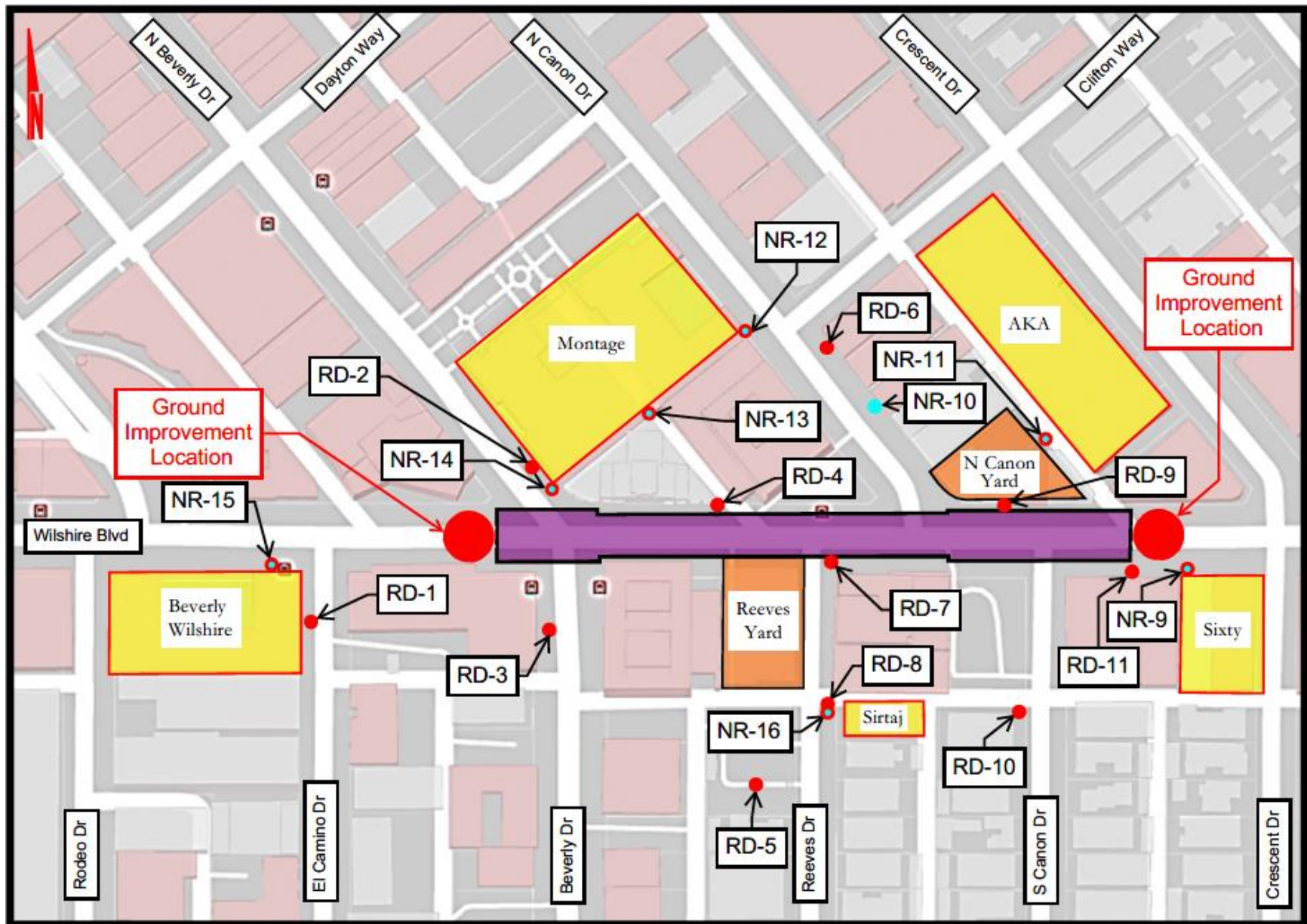
*Locations are subject to final approval by the City of Beverly Hills

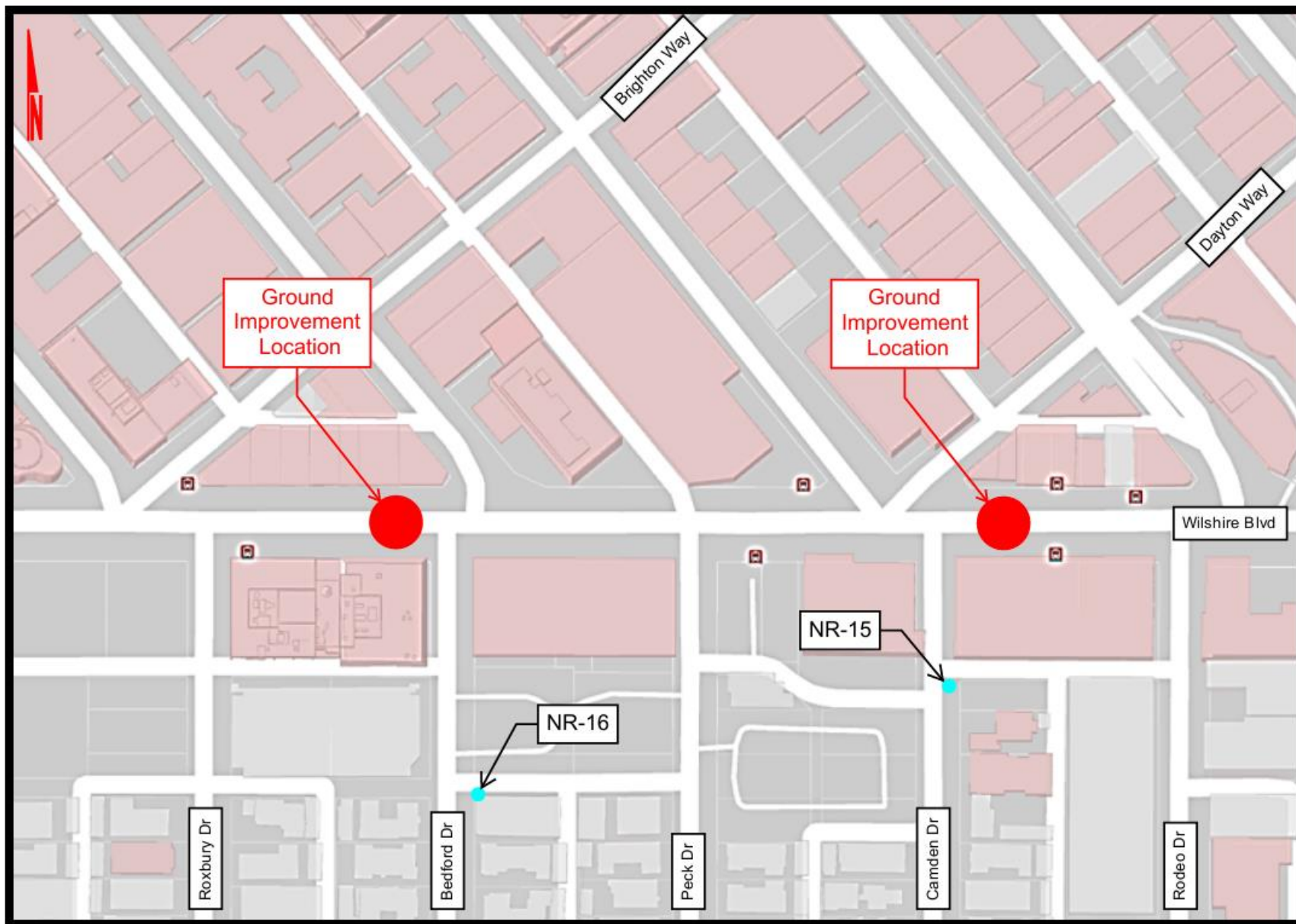


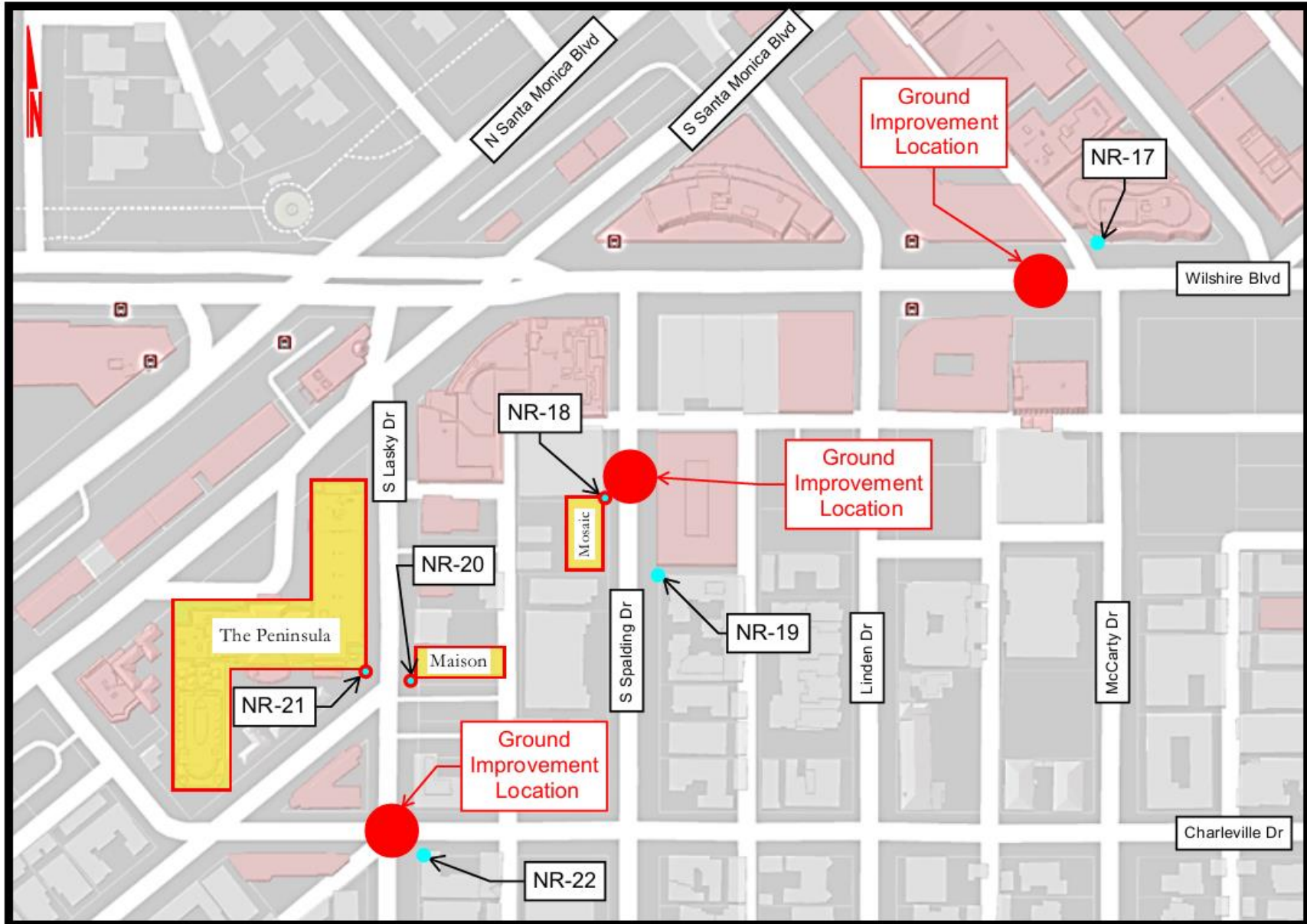


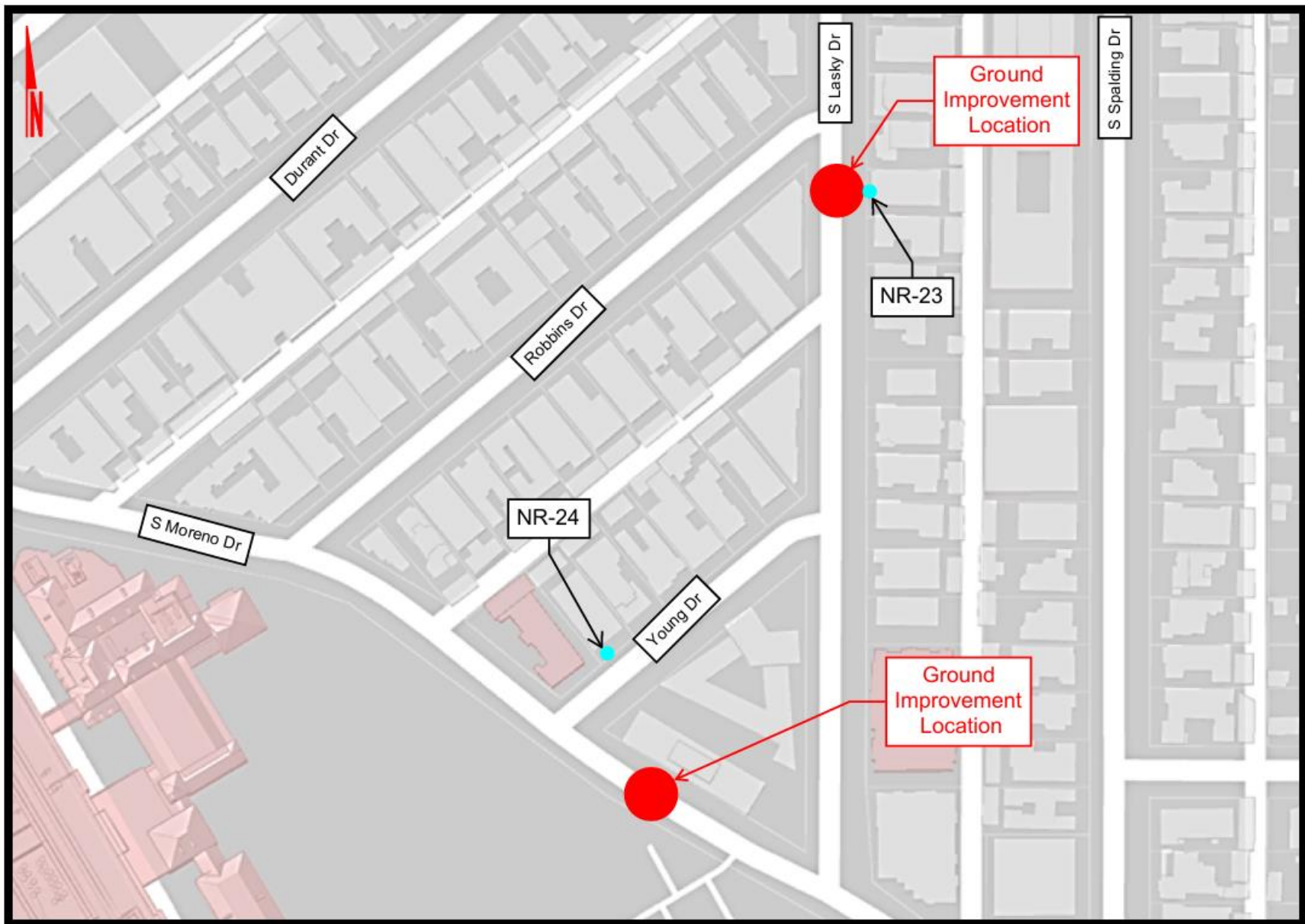












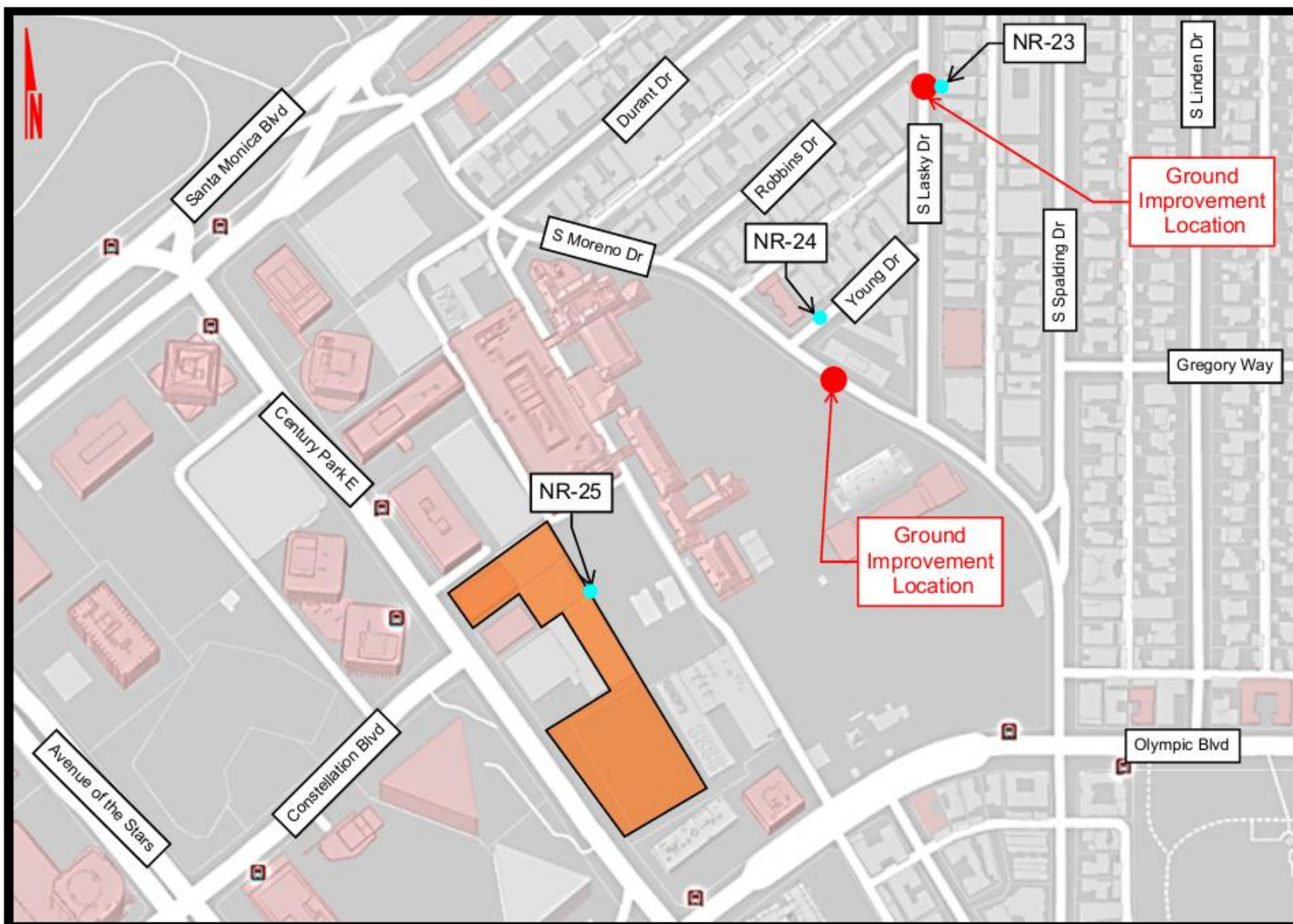


Exhibit G
Public Information Graphics Program

Public Information Graphics Program



Sound Wall



Pedestrian Barrier



Automotive Barrier



Temporary light pole boxes



Wayfinding

Exhibit H
LACMTA Claims Form



Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

Dear Claimant:

In order to file a Claim for Damages you must fill out the enclosed form as completely as possible, using blue or black pen. Be sure to include your current address, telephone number and signature in spaces provided. In case of automobile damage, only the registered owner may present a claim for repairs and must sign the form.

Mail your completed form to:

BOARD SECRETARY'S OFFICE – LEGAL SERVICES
Los Angeles County Metropolitan Transportation Authority (Metro)
One Gateway Plaza, M/S 99-3-1
Los Angeles, CA 90012- 2952

After your claim is processed our Insurance Adjuster will contact you in approximately ten days.

NOTE: NO PAYMENT WILL BE MADE UNTIL IT IS DETERMINED THAT METRO IS LEGALLY RESPONSIBLE FOR YOUR DAMAGES.

Thank you for the opportunity to assist you in this matter.

Enclosed: Claim for Damages Form

Claim for Damages

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

Please type or print.

CLAIMANT INFORMATION

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

IF CLAIMANT IS A MINOR: PARENT OR GUARDIAN INFORMATION

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

IF YOU HAVE AN ATTORNEY: ATTORNEY INFORMATION

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

FOR OFFICE USE ONLY

Claim number & Receipt date

INCIDENT INFORMATION

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

- ☐ bus ☐ rail ☐ platform ☐ parking lot ☐ bus stop ☐ terminal ☐ other _____
- Other than bus or rail car, vehicle description _____
- Accident date** _____ Time _____ Location _____
- Direction _____ On which street _____ Cross-street _____
- Speed _____ Weather _____ Bus or Rail Car # _____ Line # _____
- Boarding point _____ Operator Name or Badge # _____

OWNER OF PRIVATE VEHICLE PLEASE COMPLETE THIS SECTION:

- Name _____ Driver License # _____
Address _____
Telephone _____ Vehicle: Year _____ Make _____ Model _____
Insured? ☐ Yes ☐ No Vehicle Lic. # _____ Injured? ☐ Yes ☐ No Insurance Tel. # _____
Carrier _____ Policy # _____

CONTINUED

Claim for Damages

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

Please print or type.

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

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

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

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

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

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

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

Signature of Claimant

Date

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

Please mail your claim to:

Metro Board Secretary's Office – Legal Services

One Gateway Plaza, 99-3-1, Los Angeles, CA 90012-2952



Metro

Exhibit I
Design and Construction Plans Provided to City of Beverly Hills

| SECTION | DESCRIPTION | COBH | |
|----------------------------|---|------|----------|
| | | FRO | APPROVAL |
| 01 29 76 | COST/SCHEDULE INTEGRATION SYSTEM | | |
| 01 29 76-1.05.A.06 | Current CPM Schedule | x | |
| 01 29 76-1.05.A.13 | Three Week Look Ahead Bar Chart Schedule | x | |
| 01 29 76-1.05.A.14 | As-Built Schedule | x | |
| 01 31 03 | DESIGN MANAGEMENT REQUIREMENTS | | |
| 01 31 03-1.05.C-001.00 | Design Unit Review Packages and Work Plans | x | |
| 01 31 03-1.05.C-001.01 | Design Unit Review Packages and Work Plans | x | |
| 01 31 03-1.05.C-003.00 | STV Package 2 60% Design | | x |
| 01 31 03-1.05.C-005.00 | STV Package 2 85% Design | | x |
| 01 31 19 | PROJECT MEETINGS | | |
| 01 31 19-1.05.B | Meeting Notices and Agendas | x | |
| 01 31 19-1.05.C | Meeting Minutes | | x |
| 01 31 31 | UTILITY COORDINATION | | |
| 01 31 31-1.05.B | Copies of documents, records and minutes from all formal Third Party meetings. | | x |
| 01 31 31-1.05.C | Relocate SCG Line at Wilshire | | x |
| 01 32 23 | GRADES, LINES AND LEVELS | | |
| 01 32 23-1.05.C | Additional Survey Control Points including building monitoring | | x |
| 01 35 23 | WORKSITE SAFETY REQUIREMENTS | | |
| 01 35 23-1.05.G.001.00 | Injury and Illness Prevention Program | x | |
| 01 35 23-1.05.G-001.02 | Heat Illness and Safety First Incentive Plan | x | |
| 01 35 23-1.05.G.01-003.00 | Heat Illness Prevention Plan | x | |
| 01 35 23-1.05.G.3 | Job Hazard Analysis - Noise | x | |
| 01 35 23-1.05.G.003.00 | Job Hazard Analysis | x | |
| 01 35 23-1.05.G.003.01 | Job Hazard Analysis | x | |
| 01 35 23-1.05.G.006-001.00 | Hazardous Waste Operations and Emergency Response Health and Safety Plan | x | |
| 01 35 23-1.05.G.007-001.00 | Excavation Action Plan | x | |
| 01 35 23-1.05.G.016-001.00 | Materials Hazards Communication Program | x | |
| 01 35 35 | WATER POLLUTION CONTROL | | |
| 01 35 35-1.05.C | NPDES Permits | | x |
| 01 35 35-1.05.D.2.a-001.00 | Stormwater Pollution Prevention Plan (SWPPP) | | x |
| 01 35 35-1.05.D.2.c | NOI submittal to State Water Resources Control Board (SWRCB) | x | |
| 01 35 35-1.05.D.2.c.3 | Weekly storm water inspection reports required by NPDES permit and SWPPP. | x | |
| 01 35 35-1.05.D.2.c.5 | Quarterly non-storm water inspection reports required by NPDES permit and SWPPP. | x | |
| 01 35 35-1.05.D.2.c.6 | Annual Report to Metro for review by September 1st or in accordance with permit. | x | |
| 01 35 35-1.05.E .1 | Ground Water Pollution Control: Submit to metro all documentation necessary for coverage under RWQCB Dewatering General Permit. | x | |

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| 01 35 35-1.05.E .3 | Wastewater management plan | | x |
| 01 35 35-1.05.F | Post-Construction Permanent Water Pollution Control | | x |
| 01 43 10 | PROJECT QUALITY PROGRAM REQUIREMENTS – DESIGN/BUILD | | |
| 01 43 10-1.05.B.09 | Project Instructions, Procedures, and Drawings | x | |
| 01 43 10-1.05.B.10 | Source Inspection List | x | |
| 01 43 10-1.05.B.14-001.00 | Construction Work Plans | x | |
| 01 50 00 | TEMPORARY FACILITIES AND CONTROLS | | |
| 01 50 00-1.05.C | Lighting Plan, electrical service location and circuit diagram | | x |
| 01 51 23 | TEMPORARY CONSTRUCTION VENTILATION | | |
| 01 51 23-1.05.B | Project Ventilation Plan | | x |
| 01 51 23-1.05.C | Resubmittal of Ventilation Plan as required | | x |
| 01 52 13 | CONSTRUCTION FACILITIES | | |
| 01 52 13-1.05.B | Mobilization Plan | | x |
| 01 52 13-1.05.C | Demobilization Plan | | x |
| 01 53 05 | TEMPORARY DECKING SYSTEMS | | |
| 01 53 05-1.05.B | Calculations | x | |
| 01 53 05-1.05.C | Working Drawings | | x |
| 01 55 26 | CONTROLLING TRAFFIC | | |
| 01 55 26-1.05.D-001.1 | Traffic Management Plan (TMP) | | x |
| 01 55 26-1.05.E | Temporary Traffic Signal Plans (TTSP) | | x |
| 01 55 26-1.05.F | Traffic Circulation Plans (TCP) / Traffic Detour Plans (TDP) & Closure | | x |
| 01 55 26-1.05.G | Traffic Lane and Sidewalk Closure Plans | | x |
| 01 55 26-1.05.H | Access and Haul Plan | | x |
| 01 55 26-1.05.I | Construction Duration extension | | x |
| 01 55 26-1.05.J | As-Built-Plans | | x |
| 01 55 26-3.01.J | Worksite Traffic Control Plans (COBH) | | x |
| 01 56 18 | OPERATIONAL TRAIN NOISE AND VIBRATION CONTROL | | |
| 01 56 18-1.05.C | Operational Train Noise and Vibration Control Plan | x | |
| 01 56 18-1.05.E | List of Installed Groundborne Noise and Vibration Mitigations | x | |
| 01 56 18-3.02.C.2 | Noise Measurement Report | x | |
| 01 56 18-3.04.C.2 | Vibration Measurement Report | x | |
| 01 56 19 | CONSTRUCTION NOISE AND VIBRATION CONTROL | | |
| 01 56 19-1.05.B.02 | Pre-construction ambient noise level measurement report | | x |
| 01 56 19-1.05.B.03-001.00 | Contractor's Noise Control Plan | | x |
| 01 56 19-1.05.B.04 | Noise Monitoring Plan and Noise Measurement Reports | | x |
| 01 56 19-1.05.B.05-001.00 | Proposed locations | | x |
| 01 56 19-1.05.B.06 | Pre-construction ambient noise level measurement report. | | x |
| 01 56 19-1.05.B.07-001.00 | Contractor's Vibration Control Plans and Vibration Monitoring Plan | | x |
| 01 56 19-1.05.B.11-002.00 | Wilshire Rodeo Station Staging Area Noise Barrier Drawings and Calcs | | x |

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|---------------------------|--|---|---|
| 01 56 19-1.05.B.11-003.00 | Noise Barrier Panel Construction, Noise Barrier Lumber Material, Noise Barrier Sound Blanket | | x |
| 01 56 19-1.05.C | Post-Construction Noise and Vibration Reports | | x |
| 01 56 19-1.07.C | Noise Measurement Report | | x |
| 01 56 19-1.07.D | Vibration Measurement Report | | x |
| 01 56 19-2.04.F | Noise Control Curtain Framework and Support Design | | x |
| 01 56 19-3.12.I.3 | Haul Route and Staging areas to CoLA, BOE, LADOT, COBH | | x |
| 01 56 20 | ACOUSTICS, NOISE AND VIBRATION CONTROL FOR STATION ENVIRONMENT | | |
| 01 56 20-1.05.C-001.00 | Noise and Vibration Testing Plan | x | |
| 01 56 20-1.05.D-001.00 | Station Noise Monitoring Plan | x | |
| 01 56 20-1.05.E | Vibration Monitoring Plan | x | |
| 01 56 20-1.05.F-001.00 | Acoustical Analysis | x | |
| 01 56 20-1.05.H | Shop and Working Drawings, Calculations, and Material Data | x | |
| 01 56 20-1.05.J | Monitoring Locations and Analysis | x | |
| 01 56 20-1.07.C.2 | Noise Measurement Report | x | |
| 01 56 26 | CONSTRUCTION FENCING (WOOD) | | |
| 01 56 26-1.05.A | Refer to Section 01 33 00 SUBMITTAL PROCEDURES - Product and Material Data | | x |
| 01 56 26-1.05.B | Working Drawings and Schedule | | x |
| 01 56 39 | SHRUB AND TREE PROTECTION | | |
| 01 56 39-1.05.B | Location Drawings | | x |
| 01 56 39-1.05.C | Test Reports for topsoil | x | |
| 01 56 39-1.05.D | Photographic Documentation | x | |
| 01 57 19 | TEMPORARY ENVIRONMENTAL CONTROLS | | |
| 01 57 19-1.05.B | Hazardous Waste Management Plan | | x |
| 01 57 19-1.05.C | Fugitive Dust Emissions Control Plan | | x |
| 01 58 13A | TEMPORARY SIGNS AND BANNERS | | |
| 01 58 13A-1.05.C | Safety Signs | x | |
| 01 71 13 | MOBILIZATION | | |
| 01 71 13-1.05.B | Construction Site Layouts | x | |
| 01 71 24 | PRECONSTRUCTION SURVEYS | | |
| 01 71 24-1.05.C | Preconstruction Survey Plan | x | |
| 01 71 24-1.05.D | Preconstruction Survey Report | x | |
| 01 71 24-1.05.E | Post Construction Survey Report | x | |
| 01 71 24-1.05.F | Preconstruction Survey Monument Tie Out Notes | x | |
| 01 71 45 | NEW UTILITY SERVICES | | |
| 01 71 45-1.05.B | Design Documentation | | x |
| 01 74 19 | WASTE MANAGEMENT AND DISPOSAL | | |
| 01 74 19-1.05.B | Waste Management Plan | | x |
| 01 74 19-1.05.D | Documentation and Field Reports | x | |
| 01 78 39 | AS-BUILT DRAWINGS AND CURRENT STATUS DOCUMENTS | | |

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|---------------------------|--|---|---|
| 01 78 39-1.05.D | Milestone As-Builts and Final Project Record Drawings, Updated Files (CAD,PDF, Word, BIM, etc.), As-Built Construction Plans | | x |
| 02 41 00 | STAGING AREA CLEARING AND DEMOLITION | | |
| 02 41 00-1.04.B.1-001.00 | Qualifications: Demolition Contractor C-21 License | | x |
| 02 41 00-1.05.B.1-001.00 | Demolition Plan - 9430 Wilshire Blvd. (Old Ave Gallery Building) | | x |
| 02 41 00-1.05.B.1-001.01 | Demolition Plan - 9430 Wilshire Blvd. (Old Ave Gallery Building) | | x |
| 02 41 00-1.05.B.1-001.02 | Demolition Plan - 9430 Wilshire Blvd. (Old Ave Gallery Building) | | x |
| 02 41 00-1.05.B.3 | Permits | | x |
| 02 41 00-1.05.B.4 | Letter showing arrangements for disposing of waste at landfill/disposal facility | x | |
| 02 41 00-1.05.B.5 | Certificates and Proposed haul route(s) | | x |
| 02 41 00-1.05.B.6 | Written Releases from owners of private property | x | |
| 02 41 00-1.05.B.8 | Permits and Notices authorizing demolition | x | |
| 02 41 00-1.05.C.01 | Demolition Permit | | x |
| 02 41 00-1.05.C.02 | Grading Permit | | x |
| 02 41 00-1.05.C.03 | SCAQMD / LAFD Underground Tank Removal Permits | x | |
| 02 41 00-1.05.C.04 | SCAQMD Hazardous Material Removal Permits | x | |
| 02 41 00-1.05.C.05-001.00 | Demolition Plans and Schedules | | x |
| 02 41 00-1.05.C.05-001.01 | Demolition Plans and Schedules | | x |
| 02 41 00-1.05.C.06 | List of construction equipment and materials | | x |
| 02 41 00-1.05.C.07 | Scaffolding/Temporary Support Drawings | | x |
| 02 41 00-1.05.C.08 | Shoring Permit | | x |
| 02 41 00-1.05.D | Final Design Plans | | x |
| 02 41 00-1.05.F | Submittals specified in Section 01 35 29 and Section 01 35 43 | x | |
| 02 41 00-1.05.G | Record Documentation | x | |
| 02 41 13 | SELECTIVE SITE CLEARING & DEMOLITION | | |
| 02 41 13-1.05.B.1 | Station Site Street Inventory List | | x |
| 02 41 13-1.05.B.2 | Street Furniture and Equipment condition Survey | | x |
| 02 41 13-1.05.B.3 | Working Drawings | | x |
| 02 41 13-1.05.C.1 | As-Built Drawings | | x |
| 02 41 13-1.05.C.2 | Signed letter of receipt that furniture has been returned to original location | | x |
| 03 31 00 | PORTLAND CEMENT CONCRETE | | |
| 03 31 00-1.05.B | Quality Control Plan describing QA program | x | |
| 03 31 00-1.05.C.1 | Concrete Mix Design - Noise Barrier Pile Backfill | x | |
| 03 31 00-1.05.E.1 | Test Reports - Mix Design for Each Concrete Class | x | |
| 03 31 00-1.05.E.1.a | Test Reports - Mix Design for Form Removals | x | |
| 03 31 00-1.05.E.1.b | Test Reports - Mix Design Conformance of Ingredients with Specifications | x | |
| 03 31 00-1.05.F.2 | Printout of Delivery Tickets | x | |
| 03 33 00 | ARCHITECTURAL CONCRETE | | |
| 03 33 00-1.05.B | Shop Drawings and Quality Control Plan | x | |
| 03 33 00-1.05.C | Calculations and Mix Design | x | |

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| 03 33 00-1.05.D.2 | Samples - For CIP Concrete Station Entrance Portal Walls: Aggregate | x | |
| 03 33 00-1.05.G | Mock-Ups | x | |
| 03 35 00 | CONCRETE FINISHING | | |
| 03 35 00-1.05.B | Shop Drawings | x | |
| 03 35 00-1.05.F | Samples | x | |
| 03 35 00-1.05.G | Mock-Ups | x | |
| 05 12 23 | STRUCTURAL STEEL | | |
| 05 12 23-1.05.C | Shop and Erection Drawings | x | |
| 05 12 23-1.05.D.1 | Specifications, Installation Instructions, and Test Reports for Fasteners | x | |
| 05 12 23-1.05.D.2 | Specifications, Installation Instructions, and Test Reports for Washers | x | |
| 05 12 23-1.05.H | Documentation as Specified in Section 05 05 33 | x | |
| 05 53 00 | GRATINGS | | |
| 05 53 00-1.05.C | Shop Drawings | | x |
| 07 10 00 | WATER AND GAS PROTECTION SYSTEMS | | |
| 07 10 00-1.05.B.1 | Product and Data Samples | | x |
| 07 10 00-1.05.B.3 | Test and Evaluation Reports | | x |
| 07 10 00-1.05.B.4 | Shop Drawings | | x |
| 07 10 00-1.05.B.5 | Working Drawings | | x |
| 07 10 00-1.05.C.2 | Record Documentation | x | |
| 07 10 00-1.05.C.3 | Operation and Maintenance Manual with Working Drawings | x | |
| 07 80 50 | FIREPROOFING AND FIRESTOPPING | | |
| 07 80 50-1.05.B | Product Data | | x |
| 07 80 50-1.05.C.1 | Shop Drawings - each firestop system configuration | | x |
| 07 80 50-1.05.C.2 | Shop Drawings - where conditions require modification to a qualified agency's illustration | | x |
| 07 80 50-1.05.D | Samples | | x |
| 07 80 50-1.05.E | Firestop System Schedule | | x |
| 07 80 50-1.05.H | Product test reports | | x |
| 08 34 80 | EQUIPMENT ACCESS HATCHES | | |
| 08 34 80-1.05.B | Shop Drawings | | x |
| 08 34 92 | EMERGENCY EXIT HATCHES | | |
| 08 34 92-1.05.B | Shop Drawings | | x |
| 08 90 00 | LOUVERS AND GRILLES | | |
| 08 90 00-1.05.B | Shop Drawings | | x |
| 08 90 00-1.05.D | Manufacturer's Product Data | x | |
| 09 96 23 | ANTI-GRAFFITI COATING | | |
| 09 96 23-1.05.C | Product Data | x | |
| 09 96 23-1.05.D | Certificate of Test | x | |
| 09 96 23-1.05.E | Samples | x | |
| 10 14 00 | SIGNAGE | | |
| 10 14 00-1.05.C | Shop Drawings | x | |

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| 10 14 26 | STATION MARKER | | |
| 10 14 26-1.05.B | List of required submittals, and date req'd to meet schedule | x | |
| 10 14 26-1.05.E.1.a | Shop Drawings - Sign panels | x | |
| 10 14 26-1.05.E.1.b | Shop Drawings - Post and angle frames | x | |
| 10 14 26-1.05.E.1.c | Shop Drawings - solid state LED fixtures | x | |
| 10 14 26-1.05.E.1.d | Shop Drawings - Structural design calculations | x | |
| 10 14 26-1.05.E.2 | Shop Drawings - Crating | x | |
| 10 14 26-1.05.F | Final Artwork and full size patterns for letters and logo-type | x | |
| 10 14 35 | ILLUMINATED SIGNS AND EDGE LIGHT | | |
| 10 14 35-1.05.C | Shop Drawings | x | |
| 10 14 35-1.05.E | Proposed alignment control and installation procedures | x | |
| 10 14 35-1.05.F | Mock-Ups | x | |
| 10 14 53 | TRAFFIC SIGNAGE | | |
| 10 14 53-1.05.C | Shop Drawings | | x |
| 10 44 13 | STAINLESS STEEL CABINETWORK AND FIRE EXTINGUISHERS | | |
| 10 44 13-1.05.B | Shop Drawings | x | |
| 10 44 13-1.05.C | Product Data | x | |
| 10 77 00 | BICYCLE METAL LOCKERS AND RACKS | | |
| 10 77 00-1.05.B | Product Data | | x |
| 10 77 00-1.05.C | Shop Drawings | | x |
| 10 77 00-1.05.D | Samples | | x |
| 10 81 13 | BIRD DETERRENT DEVICES | | |
| 10 81 13-1.05.B | Product Data, including Installation Instructions | x | |
| 10 81 13-1.05.C | Shop Drawings | x | |
| 12 15 20 | ART PROGRAM | | |
| 12 15 20-1.05.A | Construction Drawings | x | |
| 12 15 21 | STATION ENTRANCE PORTAL | | |
| 12 15 21-1.05.B | Design Drawings | x | |
| 12 15 21-1.05.C | Lighting Design | x | |
| 12 15 21-1.05.F | Shop Drawings | x | |
| 12 15 21-1.05.H.1 | Mock-up - Glass Enclosure (Wall System) | x | |
| 12 15 21-1.05.H.2 | Mock-up - Glass Canopy System | x | |
| 12 15 22 | SMOKE PROTECTION DEVICES | | |
| 12 15 22-1.05.B | Shop Drawings | | x |
| 12 15 22-1.05.C | Calculations | | x |
| 12 15 22-1.05.E | Computational Fluid Dynamics analysis, refer to SECTION 23 32 40 | | x |
| 12 93 14 | BICYCLE LOCKERS AND RACKS | | |
| 12 93 14-1.05.B | Product Data | | x |
| 12 93 14-1.05.C | Shop Drawings | | x |
| 12 93 14-1.05.D | Samples | | x |
| 21 00 00 | FIRE PROTECTION SYSTEMS | | |
| 21 00 00-1.05.B | Manufacturer's Literature | | x |

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| 21 00 00-1.05.C | Shop Drawings | | x |
| 21 00 00-1.05.H | As-Built Drawings | | x |
| 21 00 00-1.05.I | Calibration Certificates | | x |
| 21 00 00-1.05.J | Test Plan, Notification and Report | | x |
| 21 00 00-1.05.K | Pipe Flushing Plan | | x |
| 21 01 07-1.05.K | Certificate of completion per NFPA 72 | | x |
| 21 05 00 | BASIC FIRE SUPPRESSION REQUIREMENTS | | |
| 21 05 00-1.05.B | Materials List | | x |
| 21 05 00-1.05.D | Coating Materials | | x |
| 21 05 00-1.05.E | Seismic restraint design | | x |
| 21 05 00-1.05.F | Factory Test and Inspection Certification | | x |
| 21 05 00-1.05.G | Shop and Working Drawings | | x |
| 21 05 00-1.05.L | As-Built Drawings | | x |
| 21 22 00 | CLEAN AGENT FIRE-EXTINGUISHING SYSTEM | | |
| 21 22 00-1.05.C | Shop Drawings | | x |
| 21 22 00-1.05.D | Calculations | | x |
| 21 22 00-1.05.E | Shop Drawings to Fire Marshal | | x |
| 21 22 00-1.05.G | Product Data | | x |
| 21 22 00-1.05.H | Operation and Maintenance Data | | x |
| 21 22 00-1.05.K | As-Built Drawings | | x |
| 21 22 00-1.05.N | Pipe Flushing Plan | | x |
| 21 30 00 | FIRE PUMPS | | |
| 21 30 00-1.05.B | Manufacturer's Product Data | | x |
| 21 30 00-1.05.C | Shop Drawings | | x |
| 21 30 00-1.05.D | Calculations | | x |
| 21 30 00-1.05.G | Seismic Restraint Details | | x |
| 22 11 00 | WATER SUPPLY SYSTEM (PUMPING) | | |
| 22 11 00-1.05.B | Manufacturer's Product Data | x | |
| 22 11 00-1.05.C | Shop Drawings | x | |
| 22 11 00-1.05.D | Working Drawings, Hydraulic Calculations and Test Certificates | x | |
| 22 11 00-1.05.F | Schematic Piping Diagram | x | |
| 22 11 00-1.05.H | As-Built Drawings | x | |
| 22 13 00 | SANITARY SEWER SYSTEM (PLUMBING) | | |
| 22 13 00-1.05.B | Shop Drawings | x | |
| 22 13 00-1.05.F | As-Built Drawings | x | |
| 22 14 00 | STORM DRAINAGE SYSTEM (PLUMBING) | | |
| 22 14 00-1.05.B | Shop Drawings and Manufacturer's Literature | x | |
| 22 14 00-1.05.E | As-Built Drawings | x | |
| 22 14 29 | SUMP PUMPS | | |
| 22 14 29-1.05.C | Descriptive Literature | x | |
| 22 14 29-1.05.D | Shop Drawings | x | |

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| 23 32 40 | EMERGENCY VENTILATION ASSEMBLY | | |
| 23 32 40-1.05.A.1 | Pre-Construction: Ventilation Report | | x |
| 23 32 40-1.05.A.2 | Pre-Construction: Computer Simulations | | x |
| 23 32 40-1.05.A.3 | Pre-Construction: Emergency Ventilation Operating Procedures (EVOP) | | x |
| 23 32 40-1.05.A.4 | Pre-Construction: Emergency Gas Operating Procedures (EGOP) | | x |
| 23 32 40-1.05.B.1 | Post-Construction: Testing Procedures to Verify Compliance | | x |
| 23 32 40-1.05.B.2 | Post-Construction: Testing Procedures for Gas Purging | | x |
| 23 32 40-1.05.B.3 | Post-Construction: Testing Procedures for Critical and Minimum Velocities | | x |
| 23 32 40-1.05.C | Written Test Plan | | x |
| 23 32 50 | OVERPLATFORM EXHAUST SYSTEM | | |
| 23 32 50-1.05.B | Design Drawings | | x |
| 23 32 50-1.05.C | Shop Drawings | | x |
| 23 32 50-1.05.D | Calculations | | x |
| 23 32 50-1.05.E | CFD Analysis, Justification and Documentation | | x |
| 26 05 07 | ELECTRICAL DEMOLITION | | |
| 26 05 07-1.05.B | Notification of Demolition Operations Schedule | x | |
| 26 05 07-1.05.C | Electrical Demolition Phasing Plan | x | |
| 26 05 07-1.05.D | Product Samples and Data Required for Demolition | x | |
| 26 05 07-1.05.E | As-Built Drawing and Detail Modification Plans | x | |
| 26 56 00 | EXTERIOR LIGHTING | | |
| 26 56 00-1.05.B | Construction Schedules | x | |
| 26 56 00-1.05.C.1 | Pre-Construction: Existing Condition Surveys | x | |
| 26 56 00-1.05.C.2 | Pre-Construction: Design Submittals | x | |
| 26 56 00-1.05.C.3 | Pre-Construction: Samples and Product Data | x | |
| 26 56 00-1.05.C.4 | Pre-Construction: Shop Drawings | x | |
| 26 56 00-1.05.C.5 | Pre-Construction: Working Drawings | x | |
| 26 56 00-1.05.D.1 | Post-Construction: Field QC Submittals | x | |
| 26 56 00-1.05.D.2 | Post-Construction: Changed Field Conditions Circuit Diagrams | x | |
| 26 56 00-1.05.D.3 | Post-Construction: Redlined As-Built | x | |
| 26 56 00-1.05.E.1 | Closeout: As-Built Drawings | x | |
| 28 23 00 | COMMUNICATIONS CLOSED CIRCUIT TELEVISION SYSTEM | | |
| 28 23 00-1.05.B | Drawings | | x |
| 28 23 00-1.05.C | Additional Estimated Capacity | | x |
| 28 23 00-1.05.D | Rack Layouts | | x |
| 28 23 00-1.05.E | Fiber Optic Link Loss Budgets | | x |
| 28 23 00-1.05.F | Hardware Interface Schematics | | x |
| 28 23 00-1.05.G | Internet Protocol (IP) Addressing of All Network Equipment | | x |
| 28 23 00-1.05.H | Termination and Interconnection Diagrams | | x |
| 28 23 00-1.05.I | Product Data | | x |
| 28 23 00-1.05.J | Installation Work Plans and Procedures | | x |
| 28 23 00-1.05.O | As-Built Documentation | | x |

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| 28 23 00-1.05.P | Product Data | | x |
| 28 23 00-1.05.Q | Operating and Maintenance Instructions | x | |
| 28 31 00 | COMMUNICATIONS FIRE DETECTION SYSTEM | | |
| 28 31 00-1.05.B | Floor Plans | | x |
| 28 31 00-1.05.C | Standby Battery Calculations | | x |
| 28 31 00-1.05.D | Voltage Drop Calculations | | x |
| 28 31 00-1.05.E | Sequence Of Operations | | x |
| 28 31 00-1.05.F | Single-Line Drawings | | x |
| 28 31 00-1.05.G | Interfaces | | x |
| 28 31 00-1.05.H | Drawings Signed By California Licensed Fire Safety P.E. | | x |
| 28 31 00-1.05.I | Termination and Interconnection Diagrams | | x |
| 28 31 00-1.05.J | Product Data | | x |
| 28 31 00-1.05.O | As-Built Documentation | | x |
| 31 09 13 | GEOTECHNICAL INSTRUMENTATION AND MONITORING | | |
| 31 09 13-1.05.B.02-001.00 | Construction Monitoring Program Plan | x | |
| 31 09 13-1.05.B.03-001-00 | Liquid Level Gauge (LG) - Installation WP | x | |
| 31 09 13-1.05.B.03-002.00 | Geotechnical Instrumentation and Monitoring | x | |
| 31 09 13-1.05.B.03-002.01 | Geotechnical Instrumentation and Monitoring | x | |
| 31 09 13-1.05.B.03-003.00 | Geotechnical Instrumentation CWP Load sensing | x | |
| 31 09 13-1.05.B.03-003.01 | Geotechnical Instrumentation CWP Load sensing | x | |
| 31 09 13-1.05.B.03-004.00 | Geotechnical Instrumentation and Monitoring - Observation Well Work Plan | x | |
| 31 09 13-1.05.B.03-005.00 | Geotechnical Instrumentation and Monitoring -Automated Motorized Total Station Work Plan | x | |
| 31 09 13-1.05.B.03-006.00 | In-Place Inclinator (IPI) Installation | x | |
| 31 09 13-1.05.B.03-007.00 | Multi-Point Borehole Extensometer (MPBX) Installation WP | x | |
| 31 09 13-1.05.B.03-008.00 | Liquid Level Gauge (LG) - Installation WP | x | |
| 31 09 13-1.05.B.05 | Gas and Groundwater Well Sampling & Reading Procedures | x | |
| 31 09 13-1.05.B.09 | Strain Gauges (SG) and Load Cells (LC) WP | x | |
| 31 09 13-1.05.C.2 | Soil Boring Logs | x | |
| 31 09 13-1.05.C.3 | Field Survey | x | |
| 31 09 13-1.05.C.4 | Monthly Monitoring Reports | x | |
| 31 09 13-1.05.D | Post-Construction: Work Plans | x | |
| 31 09 13-1.05.D | Post-Construction: Letter or Certification Document for abandonment of borings | x | |
| 31 09 14 | OIL WELL IDENTIFICATION BY HORIZONTAL DIRECTIONAL DRILLING | | |
| 31 09 14-1.05.B.4 | Pre-Construction: Work Plan | x | |
| 31 09 14-1.05.C.1 | Notice for Installation of Geophysical Borehole Sensor Instrumentation | x | |

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| 31 09 14-1.05.C.2 | Field survey locations of settlement markers | x | |
| 31 09 14-1.05.C.3 | As-built records | x | |
| 31 09 14-1.05.C.4 | baseline readings | x | |
| 31 09 14-1.05.C.5 | calibration reports | x | |
| 31 09 14-1.05.C.7 | Weekly Monitoring Reports | x | |
| 31 09 14-1.05.D.1 | Post-Construction: Work Plan | x | |
| 31 09 14-1.05.D.2 | Post-Construction: Record Documentation | x | |
| 31 09 14-1.05.E | Close-Out: Geophysical Survey and Evaluation Report | x | |
| 31 09 15 | GEOTECHNICAL AND ENVIRONMENTAL INVESTIGATION PROGRAM | | |
| 31 09 15-1.05.C | Site Investigation Plans | x | |
| 31 09 15-1.05.D | Work Plans for Site Investigation | x | |
| 31 09 15-1.05.D-001 | Work Plans for Site Investigation | x | |
| 31 09 15-1.05.D-001 | Geotechnical Site Investigation COBH | x | |
| 31 09 15-1.05.D-001 | Geotechnical Site Investigation and Groundwater Monitoring Well/Gas Probe Installation | x | |
| 31 09 15-1.05.E | Schedule for Field Investigation | x | |
| 31 09 15-1.05.F-001 | Geotechnical Site Investigation COBH | x | |
| 31 09 15-1.05.F-001.00 | Health and Safety plan | x | |
| 31 09 15-1.05.G | Records of all work performed | x | |
| 31 09 15-1.05.H-001 | Geotechnical Site Investigation COBH | x | |
| 31 09 15-1.05.H-001.01 | Geotechnical Site Investigation COBH | x | |
| 31 09 15-1.05.H-001.02 | Geotechnical Site Investigation COBH | x | |
| 31 09 15-1.05.H-001.03 | Geotechnical Site Investigation COBH | x | |
| 31 09 15-1.05.H-001.00 | Noise Reduction Plan | x | |
| 31 09 15-1.05.I-001 | Geotechnical Site Investigation COBH | x | |
| 31 09 15-1.05.I-001.00 | Spill Response Plan | x | |
| 31 09 15-1.05.I | Spill Response Plan | x | |
| 31 09 15-1.05.J.1 | Drafts and Final Geotechnical Design Report | x | |
| 31 09 15-1.05.J.2 | Drafts and Final Report of Special Lining Section | x | |
| 31 09 15-1.05.J.3 | Drafts and Final Environmental Report | x | |
| 31 20 00 | EARTHWORK | | |
| 31 20 00-1.05.B.1 | Plans and Procedures | x | |
| 31 20 00-1.05.B.2 | Haul Route Plan | | x |
| 31 20 00-1.05.B.3 | Submittals specified in SECTION 01 35 29 and SECTION 01 35 43 | x | |
| 31 20 00-1.05.B.4 | Excavation and Embankment Plan | x | |
| 31 20 00-1.05.B.5 | Structure Excavation and Backfill Plan | x | |
| 31 23 19 | DEWATERING | | |
| 31 23 19-1.05.B.1 | Pre-Construction: Working Drawings (De-watering Design or Launch Box, Access Shaft, Constellation and Wilshire Station) | x | |
| 31 23 19-1.05.D | Closeout : Record Documentation (As-built drawings, physical & functional descriptions) | x | |
| 31 50 00 | EXCAVATION SUPPORT SYSTEMS | | |

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|--------------------------|---|---|--|
| 31 50 00-1.05.C-002.00 | Launch Pit SOE 90% Design Package | x | |
| 31 50 00-1.05.C.1-001.00 | SOE Design Approach Report | x | |
| 31 50 00-1.05.C.1-001.00 | Wilshire Rodeo Station - Support of Excavation (SOE) 90% Design Package | x | |
| 31 50 00-1.05.C.1-003.00 | Wilshire Rodeo Station SOE 100% Design Package | x | |
| 31 50 00-1.05.C.1-004.00 | Work Shaft SOE Design | x | |
| 31 50 00-1.05.D.1-001.00 | Structural Concrete Mix Design for Soldier Piles | x | |
| 31 50 00-1.05.D.1-001.01 | Structural Concrete Mix Design for Soldier Piles | x | |
| 31 50 00-1.05.D.1-002.00 | Soldier Pile Lean Mix | x | |
| 31 50 00-1.05.D.3 | Preconstruction: Shop Drawings | x | |
| 31 51 00 | TIEBACK ANCHORS | | |
| 31 51 00-1.05.B.1 | Shop Drawings & Design Calculations | x | |
| 31 51 00-1.05.B.2 | Working Drawings & Calculations | x | |
| 31 51 00-1.05.D | Post Construction Tieback Final Documentation | x | |
| 31 51 00-1.05.E.1 | Closeout: Documentation of tieback removal | x | |
| 31 51 00-1.05.E.2 | Closeout: As-Built Report | x | |
| 31 71 16 | MINED CROSS PASSAGES | | |
| 31 71 16-1.05.C | Shop Drawings and Calculations | x | |
| 31 71 16-1.05.D | Working Drawings | x | |
| 31 71 16-1.05.H | Deformation Measurement Data | x | |
| 31 71 16-1.05.I | Cross-Section Excavation Work Plan | x | |
| 31 71 16-1.05.J | Contingency Plan | x | |
| 31 71 16-1.05.L.1 | Final Structure and HCR Lining Layout | x | |
| 31 71 16-1.05.L.2 | Final Structure and HCR Lining Work Plans | x | |
| 31 71 16-1.05.L.3 | Final Structure and HCR Lining Design Calculations | x | |
| 31 71 19 | EXCAVATION BY TUNNEL BORING MACHINE | | |
| 31 71 19-1.05.B.1.b | Schedule | x | |
| 31 71 19-1.05.B.2.a | Work Plans, Tunnel Excavation means and methods | x | |
| 31 71 19-1.05.B.3.a | TBM Work Plan | x | |
| 31 71 19-1.05.B.4.b | Building and Utility Settlement Assessment Report | x | |
| 31 71 19-1.05.B.4.c | Action Plan for Tunneling and Settlement Control | x | |
| 31 71 19-1.05.B.4.f | Spill Response Plan | x | |
| 31 71 19-1.05.B.4a | Work Plans | x | |
| 31 71 19-1.05.C.1 | Construction Continuous TBM Monitoring | x | |
| 31 71 19-1.05.C.2.e | Test Results (Grout) | x | |
| 31 71 19-1.05.C.2.f | Test Results (Slurry) | x | |
| 31 71 19-1.05.C.2.h | Notice of misalignment | x | |
| 31 71 19-1.05.C.2.i | Notice of slurry or soil spills | x | |
| 31 71 19-1.05.D | Closeout As-Built Survey of Tunnel Bore | x | |
| 31 73 00 | TUNNEL GROUTING | | |
| 31 73 00-1.05.C.1 | General grouting procedures | x | |

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| 31 73 00-1.05.C.2 | Waste grout and water disposal procedures | x | |
| 31 73 00-1.05.C.3 | Acceptance Criteria for completed grouting | x | |
| 31 73 00-1.05.C.4 | Method of assurance that grout injection does not damage surroundings | x | |
| 31 74 16 | PRECAST CONCRETE SEGMENTAL TUNNEL LINING | | |
| 31 74 16-1.05.B | Design Documents | x | |
| 31 74 16-1.05.D.2 | Shop Drawings | x | |
| 31 74 17 | FABRICATED STEEL TUNNEL LINING | | |
| 31 74 17-1.05.B | Design Documents | x | |
| 31 74 17-1.05.B.03 | Calculations and Descriptions of Construction Method | x | |
| 31 74 17-1.05.B.04 | Calculations and Drawings of Steel Segmental Lining | x | |
| 31 74 17-1.05.B.05 | Structural Design Calculations | x | |
| 31 74 17-1.05.C.2 | Shop Drawings | x | |
| 31 74 17-1.05.E | Real-Time Seismic Event Detection System | x | |
| 31 81 00 | JET GROUTING | | |
| 31 81 00-1.05.C | Work Plan | | x |
| 31 81 00-1.05.H | Boring Logs and Test Results | x | |
| 31 81 00-1.05.I | Methods for Handling Spoil Return and Spilled Materials | x | |
| 31 81 00-1.05.J | Existing Underground Utilities Protection Program | | x |
| 31 82 00 | PERMEATION GROUTING | | |
| 31 82 00-1.05.C | Working Drawings | x | |
| 31 82 00-1.05.G | Water Quality Monitoring | x | |
| 31 82 00-1.05.I | Schedule of Operations | x | |
| 31 82 00-1.05.J | WTCP and TCP | x | |
| 31 82 00-1.05.N | Records of Grouting Operations | x | |
| 31 82 00-1.05.O | Ground and Facility Monitoring Records | x | |
| 31 82 00-1.05.P | Schedule of Locations and Results of Leakage Monitoring Program | x | |
| 31 82 00-1.05.Q | Contingency plan for TBM excavation operations | x | |
| 32 11 00 | (AGGREGATE) BASE COURSE | | |
| 32 11 00-1.05.B.1 | Product Data | | x |
| 32 11 00-1.05.B.3 | Working Drawings- Construction Staging Plan | | x |
| 32 11 00-1.05.C.1 | Post-Construction: Field QC Test and Evaluation Reports | | x |
| 32 11 00-1.05.D.1 | Closeout: As-built Grading Plans | | x |
| 32 12 00 | FLEXIBLE PAVING (ASPHALT PAVING) | | |
| 32 12 00-1.05.B.2 | Street Restoration condition Survey & Impacted Area Survey | | x |
| 32 12 00-1.05.B.3 | Product Data | | x |
| 32 12 00-1.05.B.5 | Working Drawings | | x |
| 32 12 00-1.05.B.6 | Source QC | | x |
| 32 12 00-1.05.C.1 | Post-Construction: Field QC | | x |
| 32 16 00 | CURBS, GUTTERS, SIDEWALKS AND DRIVEWAYS | | |
| 32 16 00-1.05.B | Designs | | x |
| 32 16 00-1.05.C.01 | Curbs, Gutters, Sidewalks and Driveways Condition Survey | | x |

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|---------------------|---|---|---|
| 32 16 00-1.05.C.02 | Construction schedule | | x |
| 32 16 00-1.05.C.03 | Product Data, Catalog Cuts, and Certificate of Conformance | | x |
| 32 16 00-1.05.C.04 | Source QC Samples and Test Reports | x | |
| 32 16 00-1.05.C.05 | Test and Evaluation Reports | x | |
| 32 16 00-1.05.C.06 | Test Panels | x | |
| 32 16 00-1.05.C.07 | Shop drawings | | x |
| 32 16 00-1.05.C.08 | Working Drawings | | x |
| 32 16 00-1.05.D | Field QC Samples and Test Reports | x | |
| 32 17 23 | PAVEMENT STRIPING AND MARKINGS | | |
| 32 17 23-1.05.B.1 | Product Data | x | |
| 32 17 23-1.05.B.2 | Shop Drawings | | x |
| 32 17 23-1.05.B.3 | Test Reports and Certifications | x | |
| 32 17 23-1.05.C | As-Built Drawings | | x |
| 32 80 00 | IRRIGATION SYSTEMS | | |
| 32 80 00-1.05.B.1 | Equipment List | | x |
| 32 80 00-1.05.B.3 | Product Data | | x |
| 32 80 00-1.05.B.4 | Shop Drawings | | x |
| 32 80 00-1.05.C.1 | Field QC | | x |
| 32 80 00-1.05.D.1 | As-Built Drawings | | x |
| 32 80 00-1.05.D.2 | Operation And Maintenance Data | | x |
| 32 80 00-1.05.D.3 | Irrigation Controller Charts | | x |
| 32 80 00-1.05.D.4 | Controller Housing keys | | x |
| 32 80 00-1.05.D.5 | Special Tools and Spare Parts | | x |
| 32 93 00 | PLANTING | | |
| 32 93 00-1.05.B.1 | Tree Removal and Replacement Plan | | x |
| 32 93 00-1.05.B.2 | List of Materials, Product Data, MSDS | | x |
| 32 93 00-1.05.B.2 | Shop Drawings | | x |
| 32 93 00-1.05.B.6 | Photographs at the nursery | | x |
| 32 93 00-1.05.C.1 | Post-Construction Inspection Certificates | | x |
| 32 93 00-1.05.D.1 | Warranty Documentation | | x |
| 32 93 00-1.05.D.2 | As-Built Drawings | | x |
| 33 00 01 | PIPED UTILITIES | | |
| 33 00 01-1.05.C | Product Data | | x |
| 33 00 01-1.05.D | Shop Drawings | | x |
| 33 00 01-1.05.E | List of Pipe, Fittings, and Appurtenances | | x |
| 33 00 01-1.05.G | As-Built Drawings | | x |
| 33 11 00 | WATER DISTRIBUTION SYSTEM | | |
| 33 11 00-1.05.B.1 | Project Plan and Schedule | | x |
| 33 11 00-1.05.B.2 | Product Data | | x |
| 33 11 00-1.05.B.3 | Shop Drawings | | x |
| 33 11 00-1.05.B.4 | Working Drawings | | x |
| 33 11 00-1.05.B.6 | Delegated Design Submittals - Shoring and Traffic Control Plans | | x |
| 33 11 00-1.05.C.1.a | Field Quality Control - Hydrostatic test, System test | | x |
| 33 11 00-1.05.C.1.b | Field Quality Control - Bacteriological samples (if necessary) | | x |

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| 33 11 00-1.05.D.2 | As-Built Record Drawings and Documents | | x |
| 33 11 00-1.05.D.3 | Warranty | | x |
| 33 17 26-1.07.B | Contractor's/Installer's warranty | | x |
| 33 30 00 | SANITARY SEWERAGE UTILITIES | | |
| 33 30 00-1.05.B.2 | Design Submittals | | x |
| 33 30 00-1.05.B.3 | Bypass and Spill Prevention Plans | | x |
| 33 30 00-1.05.B.4 | Project Schedule | | x |
| 33 30 00-1.05.B.5 | Product Data - Manufacturer's product data | | x |
| 33 30 00-1.05.B.6 | Shop Drawings | | x |
| 33 30 00-1.05.B.7 | Working Drawings | | x |
| 33 30 00-1.05.C.2 | High pressure flush test and leakage test results | | x |
| 33 30 00-1.05.D.1 | As-Built Drawings and Documents | | x |
| 33 30 00-1.05.D.2 | Final Condition closed circuit television (CCTV) reports | | x |
| 33 40 00 | STORM DRAINAGE UTILITIES | | |
| 33 40 00-1.05.B .2 | Project Schedule | | x |
| 33 40 00-1.05.B .3 | Product Data | | x |
| 33 40 00-1.05.B .4 | Shop Drawings | | x |
| 33 40 00-1.05.B .5 | Working Drawings | | x |
| 33 40 00-1.05.B .6 | Test and Evaluation Reports | | x |
| 33 40 00-1.05.B .7 | Source Quality Control - Material test results | | x |
| 33 40 00-1.05.C.1 | Hydrostatic test results | | x |
| 33 40 00-1.05.D.2 | As-Built Drawings and Documents | | x |
| 33 40 00-1.05.D.3 | Final Condition closed circuit television (CCTV) reports | | x |
| 33 71 19 | ELECTRICAL UNDERGROUND DUCTS AND VAULTS | | |
| 33 71 19-1.05.B.2 | Project Schedule | | x |
| 33 71 19-1.05.B.4 | Catalog Cuts | | x |
| 33 71 19-1.05.B.5 | Shop Drawings | | x |
| 33 71 19-1.05.B.6 | Working Drawings | | x |
| 33 71 19-1.05.C.2 | As-built drawing and documents | | x |
| 34 41 00 | ROADWAY SIGNALING AND CONTROL EQUIPMENT | | |
| 34 41 00-1.05.B | Pre-Construction (Manufacturer's Product Data, Working Drawings, Shop Drawings, Test and Evaluation Reports) | | x |
| 34 41 00-1.05.C | Post-Construction (QA/QC Records) | | x |
| 34 41 00-1.05.D | Site Test Results | | x |
| 34 41 00-1.05.E | As Built Plans to Metro, City of Beverly Hills and City of Los Angeles | | x |
| 34 42 13.97 | MARKING AND TAGGING | | |
| 34 42 13.97-1.05.B | Tags and Markings Samples | | x |
| 34 42 13.97-1.05.C | Tagging and Marking Plans | | x |
| 34 42 13.99 | SYSTEM TEST PROGRAM | | |
| 34 42 13.99-1.05.C | Test Plan (draft and final) | | x |
| | ARCHITECTURAL PLANS | | x |
| | FIRE ALARM SYSTEM PLANS | | x |

Exhibit J
Noise and Vibration Mitigation Measures

CON-22—Hire or Retain the Services of an Acoustical Engineer

Hire or retain the services of an Acoustical Engineer to be responsible for preparing and overseeing the implementation of the Noise Control and Monitoring Plans. The Noise Control and Monitoring Plan will ensure that noise levels are at or below criteria levels in Metro Baseline Specifications Section 01565, Construction Noise and Vibration Control.

CON-23—Prepare a Noise Control Plan

Prepare a Noise Control Plan that includes an inventory of construction equipment used during daytime and nighttime hours, an estimate of projected construction noise levels, and locations and types of noise abatement measures that may be required to meet the noise limits specified in the Noise Control and Monitoring Plan.

CON-24—Comply with the Provisions of the Nighttime Noise Variance

In the case of nighttime construction, the contractor will comply with the provisions of the nighttime noise variance issued by local jurisdictions. The variance processes for the Cities of Los Angeles and Beverly Hills and the County of Los Angeles require the applicant to provide a noise mitigation plan and to hold additional public meetings before granting the variance to allow work that would be performed outside of the permitted working hours.

CON-25—Noise Monitoring

Conduct periodic noise measurement in accordance with an approved Noise Monitoring Plan, specifying monitoring locations, equipment, procedures, and schedule of measurements and reporting methods to be used.

CON-28—Comply with Local Noise Ordinances

The LPA will comply as applicable with the City of Los Angeles, City of Beverly Hills, and County of Los Angeles noise ordinances during construction hours. Compliance with City of Los Angeles, City of Beverly Hills, and County of Los Angeles standards for short-term operation of mobile equipment and long-term construction operations of stationary equipment, including noise levels and hours of operation, also will occur. Hours of construction activity will be varied to meet special circumstances and restrictions. Municipal and building codes of each city in the Study Area include restrictions on construction hours. The City of Los Angeles limits construction activity to 8 a.m. to p.m. on Monday through Friday and 9 a.m. to 5 p.m. on Saturdays, with no construction on Sundays and Federal holidays. The City of Beverly Hills identifies general construction hours of 8:00 a.m. to 6:00 p.m. from Monday through Saturday. For all the cities in the Study Area, construction is prohibited on Sundays and city holidays. Construction outside of these working periods will require a variance from the applicable city. The variance processes for the Cities of Los Angeles and Beverly Hills and the County of Los Angeles require the applicant to provide a noise mitigation plan and hold additional public meeting.

CON-29—Signage

Readily visible signs indicating "Noise Control Zone" will be prepared and posted on or near construction equipment operating close to sensitive noise sites.

CON-30—Use of Noise Control Devices

Noise-control devices that meet original specifications and performance will be used.

CON-31—Use of Fixed Noise-Producing Equipment for Compliance

Fixed noise-producing equipment will be used to comply with regulations in the course of LPA-related construction activity.

CON-32—Use of Mobile or Fixed Noise-Producing Equipment

Mobile or fixed noise-producing construction equipment that are equipped to operate within noise levels will be used to the extent practical.

CON-33—Use of Electrically Powered Equipment

Electrically powered equipment will be used to the extent practical

CON-34—Use of Temporary Noise Barriers and Sound-Control Curtains

Temporary noise barriers and sound-control curtains will be erected where LPA related construction activity is unavoidably close to noise-sensitive receivers.

CON-35—Distance from Noise-Sensitive Receivers

Within each construction area, earth-moving equipment, fixed noise-generating equipment, stockpiles, staging areas, and other noise-producing operations will be located as far as practicable from noise-sensitive receivers.

CON-36—Limited Use of Horns, Whistles, Alarms, and Bells

Use of horns, whistles, alarms, and bells will be limited for use as warning devices, as required for safety.

CON-37—Requirements on Project Equipment

All noise-producing project equipment, including vehicles that use internal combustion engines, will be required to be equipped with mufflers and air-inlet silencers, where appropriate, and kept in good operating condition that meets or exceeds original factory specifications. Mobile or fixed "package" equipment (e.g., arc-welders, air compressors) will be equipped with shrouds and noise-control features that are readily available for that type of equipment.

CON-38—Limited Audibility of Project Related Public Addresses or Music

Any LPA-related public address or music system will not be audible at any adjacent sensitive receiver.

CON-39—Use of Haul Routes with the Least Overall Noise Impact

To the extent practical, based on traffic flow, designated haul routes for construction-related traffic will be used based on the least overall noise impact. For example, heavily loaded truck will be routed away from residential streets if possible. Where no alternatives are available, haul routes will take into consideration streets with the fewest noise-sensitive receivers.

CON-40—Designated Parking Areas for Construction-Related Traffic

Non-noise-sensitive designated parking areas for LPA-related traffic will be used.

CON-41—Enclosures for Fixed Equipment

Enclosures for fixed equipment, such as TBM slurry processing plants, will be required to reduce noise.

CON-92—Additional Noise Control Measures

If needed to comply with City of Los Angeles or City of Beverly Hills noise ordinances at the Century City Constellation Station construction sites, the Contractor shall be responsible for providing additional noise control measures and/or limiting the equipment and construction activities to reduce the construction noise at these sites to comply with the noise level limits by implementing the following or similar measures:

- Moveable noise barriers that can be located within the construction site in close proximity to the equipment and activities that are exceeded the impact thresholds. The moveable noise barriers shall be constructed in accordance with Metro's Specification Section 01 56 19, Construction Noise and Vibration Control, Article 2.03, Moveable Noise Barriers. The height of the moveable noise barrier shall be a minimum of 14 feet.
- Noise control curtains that can be tented over the area where the noisy equipment is operating. The noise curtain shall be constructed in accordance with Metro's Specification Section 01 56 19, Construction Noise and Vibration Control, Article 2.04, Noise Control Curtains.
- Replacing the standard engine exhaust muffler with a hospital grade engine silencer for stationary cranes, front end loaders, dozers, and any other diesel powered equipment operating during nighttime hours.

CON-93—Backup Alarms

All equipment operating during nighttime hours at all construction sites shall use low impact backup alarms. The low impact back-up alarms shall comply with CCR Title 8, Section 1592, Warning Methods. For equipment that must comply with CCR Title 8, Section 1592(a), equip these vehicles with compliant white sound, broadband and multi-frequency type back-up alarm devices. For equipment subject to the requirements of CCR Title 8, Section 1592(b) the Contractor may choose to equip with automatic back-up audible alarms. Such alarms shall only be of a compliant white sound, broadband or multi-frequency back-up alarm type device.

The compliant white sound, broadband and multi-frequency type back-up alarm device shall be a self-adjusting, "smart" reversing, alarm that continually adjusts to 5 dB above ambient. Acceptable manufacturers are Brigade, ECCO or approved equal. The compliant white sound, broadband and multi-frequency type back-up alarm device shall be rated as medium duty or heavy duty, as the field conditions and/or usage would dictate.

CON-94—Haul Truck Noise Emission Limits

Limit trucks operating off-site between the hours of 12:00 midnight and 5:00 AM to the extent feasible. Trucks that must operate during these hours should be fitted with equipment such as high grade engine exhaust silences and engine casing sound insulation or other equivalent devices.

CON-95—Vibration Control for Tunnel Train

If ground-borne noise limits or ground-borne vibration limits are exceeded, the contractor will be required to take action to reduce noise and/or vibrations to acceptable levels. Such action could include: 1. A durable resilient system to support the tunnel train tracks. Such as system would include: a. Resilient mat under the tracks b. A resilient grommet or bushing under the heads of any track fasteners. 2. The hardness of the resilient mat should be in the 40 to 50 durometer range and be about 1 to 2" thick, depending on how heavily loaded the cars would be. 3. The Contractor shall select the mat thickness so that the rail doesn't bottom out during a train pass by. 4. Reduce the speed of the tunnel trains. 5. Maintain the tunnel train track and train wheels in good order to reduce potential vibration impacts, including keeping gaps between track sections to a minimum and frequent maintenance to avoid wheel flats.

CON-96—Vibration Monitoring Plan

The Contractor is required to submit a Vibration Monitoring Plan prepared, stamped, and administered by the Contractor's Acoustical Engineer. As part of the implementation of this plan, vibration monitoring will be performed at the historic Sterling Plaza/Bank of California, Union Bank Building, and AAA Building closest to the locations where equipment and/or construction activities generate a substantial amount of ground-borne vibration. Vibration monitoring will consist of continuous measurements at the building façade closest to the construction activities. All vibration monitors used will be equipped with an "alarm" feature to provide notification if the 0.2 PPV vibration damage risk threshold has been approached or exceeded.

Exhibit K
Air Quality Mitigation Measures

CON-6—Meet Mine Safety (MSHA) Standards

Tunnel locomotives (hauling spoils and other equipment to the tunnel heading) will be approved by Metro to meet mine safety (MSHA) standards.

CON-7—Meet SCAQMD Standards

Metro and its contractors will set and maintain work equipment and standards to meet SCAQMD standards, including NOx.

CON-8—Monitoring and Recording of Hazardous Gasses at Worksites

Monitoring and recording of hazardous gas levels at the worksites will be conducted. In areas of gassy soil conditions, hazardous gas levels in the working environment will be continually monitored and recorded. Construction will be altered as required to maintain a safe working atmosphere. The working environment will be kept in compliance with Federal, State, and local regulations, including SCAQMD and Cal/OSHA standards.

CON-9—No Idling of Heavy Equipment

Metro specifications will require that contractors not unnecessarily idle heavy equipment.

CON-10—Maintenance of Construction Equipment

Metro will require its contractors to maintain and tune engines per manufacturer's specifications to perform at EPA certification levels, where applicable, and to perform at verified standards applicable to retrofit technologies. Metro will also require periodic, unscheduled inspections to limit unnecessary idling and to ensure that construction equipment is properly maintained, tuned, and modified consistent with established specifications.

CON-11—Prohibit Tampering of Equipment

Metro will prohibit its contractors from tampering with engines and require continuing adherence to manufacturer's recommendations.

CON-12—Use of Best Available Emissions Control Technologies

Metro will encourage its contractors to lease new, clean equipment meeting the most stringent of applicable Federal or State standards (e.g., Tier 3 or greater engine standards) or best available emissions control technologies on all equipment.

CON-13—Placement of Construction Equipment

Construction equipment and staging zones will be located away from sensitive receptors and fresh air intakes to buildings and air conditioners. In addition, equipment will be placed to minimize dust and exhaust away from outdoor areas where feasible. Refinements to construction mitigation measures may be incorporated during the Final Design phase, prior to the preparation of construction bid documents.

CON-14—Measures to Reduce the Predicted PM10 Levels

Mitigation measures such as watering, the use of soil stabilizers, etc. will be applied to reduce the predicted PM10 levels to below the SCAQMD daily construction threshold levels. A watering schedule will be established to prevent soil stockpiles from drying out.

CON-15—Reduce Street Debris

At truck exit areas, wheel washing equipment will be installed to prevent soil from being tracked onto city streets, and followed by street sweeping as required to clean streets.

CON-16—Dust Control During Transport

Trucks will be covered to control dust during transport of spoils and will have 6" freeboards above the top of the hauled load.

CON-17—Fugitive Dust Control

To control fugitive dust, wind fencing and phase grading operations, where appropriate, will be implemented along with the use of water trucks for stabilization of surfaces under windy conditions.

CON-18—Street Watering

Surrounding streets at construction sites will be watered by trucks as needed to eliminate air-borne dust. In keeping with Metro's prior policy on the Eastside Gold Line, the contractor will water streets in the station area impacted by dust not less than once a day and more often if needed.

CON-19—Spillage Prevention for Non-Earthmoving Equipment

Provisions will be made to prevent spillage when hauling materials and operating non-earthmoving equipment. Additionally, speed will be limited to 15 mph for these activities at construction sites.

CON-20—Spillage Prevention for Earthmoving Equipment

Provisions will be made to prevent spillage when hauling materials and operating earth-moving equipment. Additionally, speed will be limited to 10 mph for these activities at construction sites.

CON-21—Additional Controls to Reduce Emissions

EPA-registered particulate traps and other appropriate controls will be used where suitable to reduce emissions of particulate matter and other pollutants at the construction site.

CON-90—AERMOD Verification

The estimated maximum localized pollutant levels are based on a series of assumptions made about contractor's equipment and schedule. These levels will be verified, through additional AERMOD modeling, using the actual equipment and schedule proposed by the contractor prior to start of construction. Based on the results of the verification, the contractor will be mandated to alter operating procedures/schedule/equipment if an exceedance of the applicable standards is predicted. Contractor will be required to keep a log of construction equipment used during construction along with hours of operation of each specific piece of equipment to ensure that modeled assumptions are verifiable based on field activity. It is expected that the contractor will supply plans and field data on a quarterly basis.

CON-97—MERV 16-rated Filters

Install MERV 16-rated filters on the air intakes at the Beverly Hills High School temporary classroom site and the medical rehabilitation facility. As these areas are predicted to potentially

experience air quality levels above the SCAQMD PM10 significance threshold for a limited time period, the installation of these filters is recommended during this time period. MERV 16-rated filters are designed to control particulate contamination in the size range of 0.3 – 1.0 microns, which is expected to reduce PM10 and PM2.5 levels within the buildings by over 95 percent.

CON-53—Oil Well Locations and Abandonment

Pre-construction geophysical surveys will be conducted to screen further for unmapped abandoned oil wells along the tunnel alignment. It is anticipated that the geophysical surveys will be performed along the proposed tunnel alignment prior to construction in the areas of known oil production and mapped or otherwise suspected wells. This survey will incorporate techniques such as ground-penetrating radar and electromagnetic testing procedures to screen for oil well casings and other subsurface obstructions along the tunnel alignment. These procedures could be implemented from the ground surface, using horizontal directional drilling techniques at the tunnel elevation, or a combination of both methods. Shallow excavations may be made to expose and observe anomalies that are detected.

Where the tunnel alignment cannot be adjusted to avoid well casings, the California Department of Conservation (Department of Oil, Gas and Geothermal Resources) and a re-abandonment specialty contractor will be contacted to determine the appropriate method of re-abandoning the well. Oil well abandonment must proceed in accordance with California Laws for Conservation of Petroleum and Gas (1997), Division 3. Oil and gas, Chapter 1. Oil and Gas Conservation, Article 4, Sections 3228, 3229, 3230, and 3232. The requirements include written notification to DOGGR, protection of adjacent property, and before commencing any work to abandon any well, obtaining approval by the DOGGR. Abandonment work, including sealing off oil/gas bearing units, pressure grouting, etc., must be performed by a state-licensed contractor under the regulatory oversight and approval of DOGGR. If an unknown well is encountered during construction, the contractor will notify Metro, Cal/OSHA, and DOGGR and proceed in accordance with state requirements.

CON-89 – Gas Monitoring Assessment

Gas wells were installed along the alignment during the preliminary geotechnical investigations. Additional multi-stage (varying depths) soil gas wells (or probes) will be installed along the alignment in areas where elevated gas has been detected. The probes will be monitored for methane, hydrogen sulfide, oxygen, and carbon dioxide before, during, and after tunneling. Ambient air monitoring will also be performed at the ground surface to screen for indications of soil gas emissions. While elevated gas levels have not been detected at Beverly Hills High School, monitoring will be conducted in response to concerns from the school district. Monitoring will be conducted daily during the tunneling operation beneath Beverly Hills High School and less frequently before and after tunneling. Any instance where methane is detected at or above a concentration of 5,500 ppm (10 percent LEL) or hydrogen sulfide is detected at or above a concentration of 20 ppm (OSHA PEL) in a soil probe (5 feet below the ground surface) will be investigated. Where these levels are exceeded, combustible gas monitoring will be performed in the interior of the closest building. In the unlikely event that elevated gas levels are found—and persist—the affected building(s) will be ventilated to reduce the gas levels.

Exhibit L
Construction Equipment Noise Levels

| Equipment Category | Lmax Level (dBA) |
|--|------------------|
| All other equipment > 5HP | 81 |
| Auger Drill Rig | 81 |
| Backhoe | 75 |
| Bar Bender | 75 |
| Boring Jack Power Unit | 80 |
| Chain Saw | 81 |
| Compactor | 75 |
| Compressor (2) | 65 |
| Compressor (other) | 75 |
| Concrete Mixer | 71 |
| Concrete Pump | 77 |
| Concrete Saw | 81 |
| Crane | 81 |
| Dozer | 81 |
| Dump Truck | 81 |
| Excavator | 81 |
| Flat Bed Truck | 81 |
| Front End Loader | 75 |
| Generator | 77 |
| Gradall | 81 |
| Grader | 81 |
| Horizontal Boring Hydraulic Jack | 80 |
| Jackhammer | 81 |
| Paver | 81 |
| Pickup Truck | 55 |
| Pneumatic Tools | 81 |
| Pumps | 77 |
| Rock Drill | 81 |
| Scraper | 81 |
| Soil Mix Drill Rig | 80 |
| Tractor | 79 |
| Vacuum Excavator (Vac Truck) | 81 |
| Vacuum Street Sweeper | 80 |
| Welder | 73 |
| Notes: (1) Noise emission limits apply to equipment used at surface on the construction site during nighttime hours of 9 pm to 7 am. (2) Portable Air Compressor that is rated at 75 cfm or greater and that operates at greater than 50 psi | |

Exhibit M
Vibration Monitoring Locations

Exhibit M - Vibration Monitoring Locations

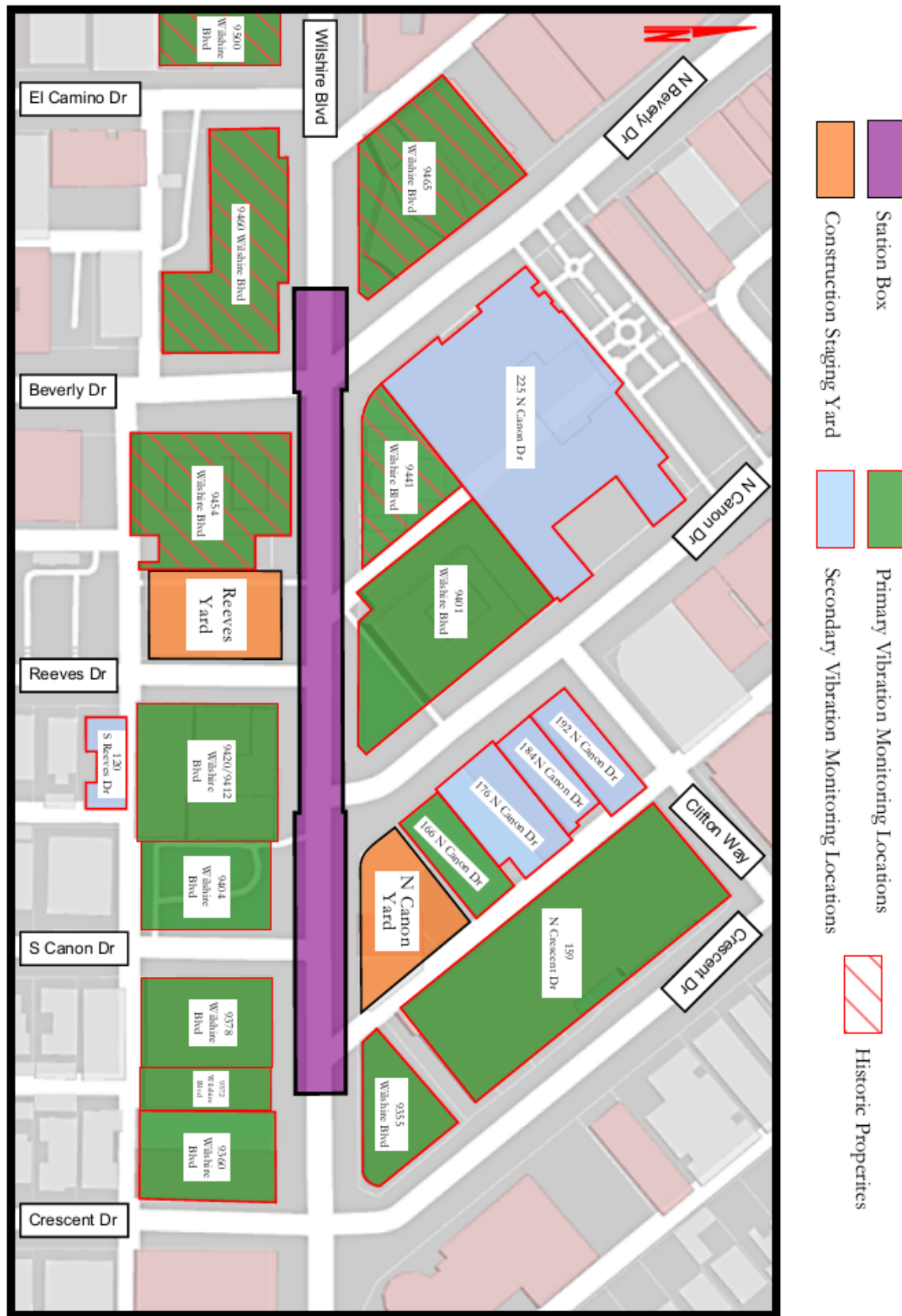


Exhibit N
Pre-Construction Survey Properties

Exhibit N - Pre-Construction Survey Properties

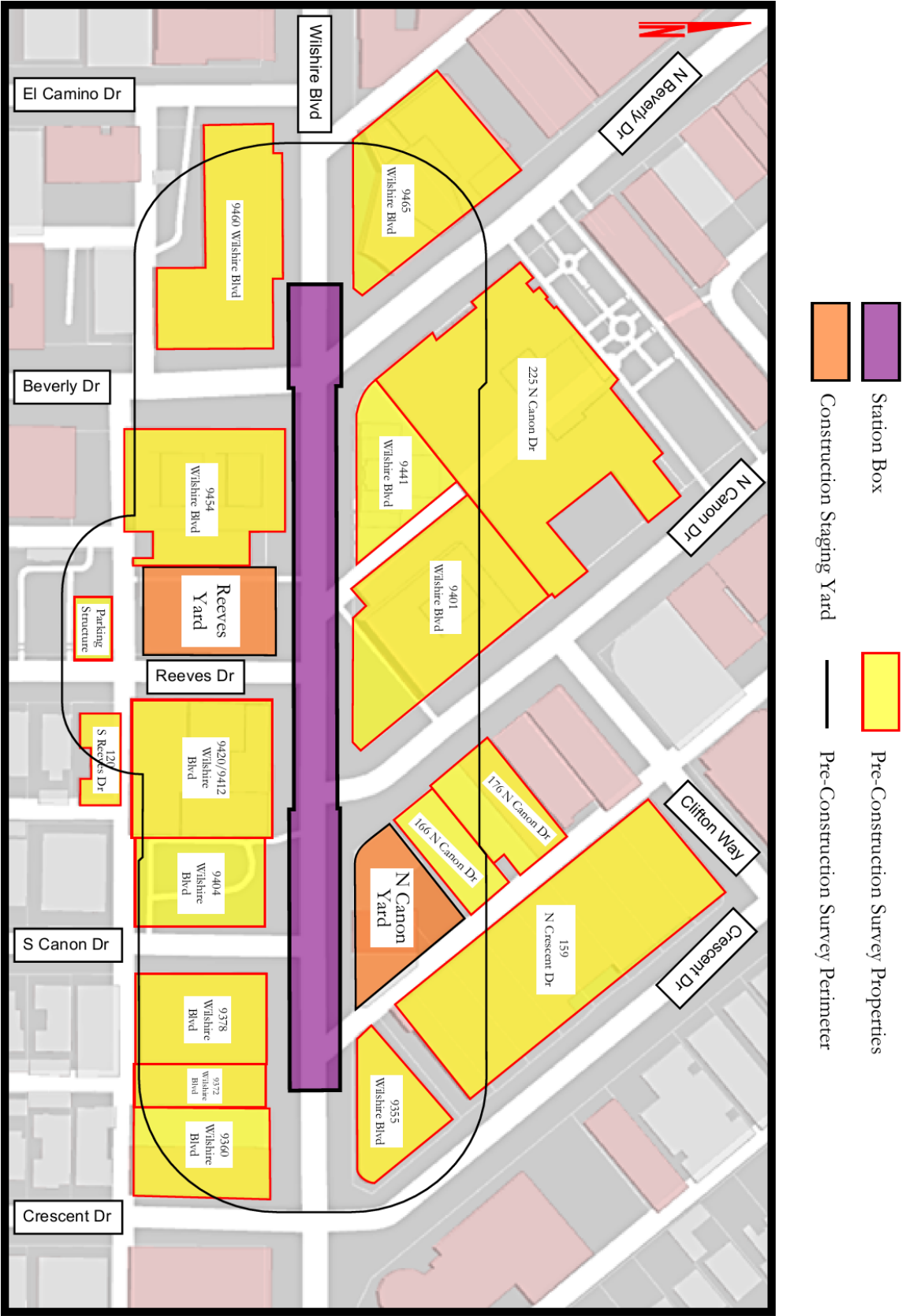


Exhibit O

Form of Contract of Sale and Escrow Instructions
(9393 Wilshire and Air Rights to 9385 Wilshire)

CONTRACT OF SALE AND ESCROW INSTRUCTIONS
(9393 Wilshire Boulevard, and Air Rights above 18 Feet on 9385 Wilshire Boulevard)

THIS CONTRACT OF SALE AND ESCROW INSTRUCTIONS (the “**Agreement**”), is dated as of _____, 2019 (“**Effective Date**”), and is entered into by and between the CITY OF BEVERLY HILLS, a California municipal corporation (“**Buyer**”) and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public body, corporate and politic (“**Seller**”).

RECITALS

A. Seller is the owner of the property described on Exhibit “A” attached hereto (the “**Property**”).

B. Buyer and Seller have entered into a Memorandum of Agreement dated _____, 2019 and in Article XXX thereof, Seller agreed to convey the Property to Buyer and Buyer agreed to accept the Property from Seller.

C. Buyer wishes to acquire the Property, and Seller is willing to sell the Property to Buyer, upon and subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. CERTAIN DEFINITIONS

The following capitalized terms as used in this Agreement shall have the respective meanings set forth below:

Section 1.1 Escrow Holder and Title Company shall mean First American Title Company located at _____.

Section 1.2 Grant Deed shall mean a grant deed in the form attached hereto as Exhibit “B”.

ARTICLE 2. PURCHASE AND SALE OF PROPERTY.

Section 2.1 Agreement to Convey and Accept; Purchase Price. The Seller hereby agrees to convey the Property to Buyer, and Buyer hereby agrees to accept the Property upon and subject to the terms and conditions hereinafter set forth. The purchase price for the Property shall be Four Million, Six Hundred Ninety Thousand Dollars (\$4,690,000.00).

Section 2.2 Escrow.

Section 2.2.1 Opening of Escrow. Within five (5) business days after the Effective Date, the Buyer and the Seller shall deliver a copy of this executed Agreement to Escrow Holder and will open an escrow (the “**Escrow**”) with the Escrow Holder for the conveyance of the Property to the Buyer.

Section 2.2.2 Close of Escrow. “**Close of Escrow**” or “**Closing**” means the date Escrow Holder causes the Grant Deed to be recorded in the Official Records of the County of Los Angeles. Close of Escrow shall occur on or before February 28, 2019 (the “**Outside Date**”). If the Closing does not occur due to a default by a Party, the defaulting party shall pay all escrow and title cancellation changes.

Section 2.3 Conditions of Buyer’s Obligations. The following are conditions precedent to Buyer’s obligation to accept the Property (collectively, “**Buyer’s Contingencies**”), which may be waived in writing in whole or in part by the City Manager of Buyer:

(i) At the closing, the issuance of the Title Policy (defined in Section 2.5) to Buyer, which will insure Buyer’s fee simple interest in the Property in the amount of the purchase price and in form and substance and with endorsements reasonably required and satisfactory to the Buyer;

(ii) That there shall have no material adverse changes in the physical condition of the Property since August 26, 2018 except that the buildings and other structures currently occupying the property shall be removed.

(iii) As of the closing, the absence of a default by Seller hereunder.

Section 2.4 Conditions of Seller’s Obligations. The following are conditions precedent to Seller’s obligation to sell the Property (collectively, “**Seller’s Contingencies**”), which may be waived in writing in whole or in part by Seller:

(i) As of the closing, the absence of a default by Buyer hereunder.

Section 2.5 Title Policy. Escrow Holder shall, following the recording of the Grant Deed, provide Buyer with a policy of title insurance in the amount of the Purchase Price, issued by the Title Company, showing the title to the Property vested in Buyer, subject only to the title exceptions in Title Company’s preliminary reports issued under Order Numbers NCS-919133-SA1 (9393 Wilshire) and NCS-919134-SA1 (9385 Wilshire) dated July 24, 2018 and July 23, 2018 respectively (the “**Title Policy**”). Notwithstanding the foregoing, title to the Property shall be free of liens at the Close of Escrow except for the lien of ad valorem real property taxes and general and special assessments not yet due and payable, and any lien created by Buyer.

Section 2.6 Deposit of Documents and Funds In Escrow. Seller and Buyer, as applicable, hereby covenant and agree to deliver at least one (1) day prior to the Close of Escrow the following instruments, documents, and funds, the delivery of each of which shall be a condition to the Close of Escrow.

Section 2.6.1 Seller shall deliver to Escrow:

(i) an original of the Grant Deed, duly executed by Seller and acknowledged;

(ii) counterparts of the Temporary Construction Easements (“TCEs”) in favor of Metro in the form attached hereto as Exhibit “C” executed by Seller and acknowledged

(with the forms of Certificate of Acceptance attached thereto executed by Seller and acknowledged);

(iii) a FIRPTA affidavit and a California form 593-C (indicating that no withholding is required); and

(iv) such proof of Seller's authority and authorization to enter into this transaction as the Title Company may reasonably require in order to issue the Title Policy, including Title Company's standard owner's affidavit.

Section 2.6.2 Buyer shall deliver to Escrow:

(i) the Purchase Price;

(ii) any additional funds that are required to pay for costs and expenses payable by Buyer hereunder; and

(iii) such proof of Buyer's authority and authorization to enter into this transaction as the Title Company may reasonably require to issue the Title Policy.

Section 2.7 Authorization to Record Documents and Disburse Funds. Escrow Holder shall record the Grant Deed, then the TCEs and then disburse the funds and distribute the documents called for hereunder upon the Close of Escrow (with the FIRPTA affidavit and California form 593-C being delivered to Buyer) provided each of the following conditions has then been fulfilled:

Section 2.7.1 The Title Company is irrevocably committed to issue in favor of Buyer the Title Policy, with a liability amount equal to the purchase price, showing fee simple title to the Property vested in Buyer, subject only to the title exceptions approved by Buyer under Section 2.5;

Section 2.7.2 Seller and Buyer shall have deposited in Escrow the documents and funds required to be deposited in Escrow pursuant to Section 2.6.1 and 2.6.2.

Unless otherwise instructed in writing, Escrow Holder is authorized to record at the Close of Escrow any instrument delivered to Escrow Holder if necessary or proper for the issuance of the Title Policy.

Section 2.8 Escrow Charges and Prorations.

Section 2.8.1 Seller shall pay for fifty percent (50%) of escrow fees, and the premium for the standard coverage portion of the Title Policy, and shall reimburse Buyer for the cost of the title report described in Section 2.5. Buyer shall pay the premiums for any extended title insurance coverage required by Buyer and any endorsements, and fifty percent (50%) of the escrow fees.

Section 2.8.2 Assessments shall be apportioned/prorated with respect to the Property as of 12:01 a.m., on the day on which the Close of Escrow occurs, as if Buyer were vested

with title during the entire day upon which the Close of Escrow occurs. The parties acknowledge that Buyer and Seller are exempt from property taxes and consequently, no property taxes shall be prorated.

Section 2.9 Brokers' Commissions. Buyer represents and warrants to Seller that Buyer has used no broker, agent, finder or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. Seller represents and warrants to Buyer that Seller has used no broker, agent, finder or other person in connection with the transaction contemplated hereby to whom a brokerage or other commission or fee may be payable. Each party indemnifies and agrees to defend and hold the other harmless from any claims, liabilities, damages, losses, costs and expenses resulting from its breach of its representations and warranties in this Section.

ARTICLE 3. BUYER DUE DILIGENCE

Buyer shall have ten (10) business days after the date of this Agreement to further inspect the Property for the purpose of confirming that the physical condition of the Property is acceptable. If Buyer determines that the condition is not acceptable, Buyer may terminate this Agreement by written notice to Seller given within such ten (10) business day period describing the material adverse change.

ARTICLE 4. EVENTS OF DEFAULT AND REMEDIES

Section 4.1 Events of Default. Any breach of this Agreement by a party which is not cured within ten (10) days after written notice from the other party setting forth the nature of the default and the actions, if any, required to cure such default shall constitute an "Event of Default" by the breaching party.

Section 4.2 Remedies. If any Event of Default by a party occurs, then the other party shall be entitled to all remedies available at law or in equity, including, without limitation, specific performance, it being acknowledged by Seller with respect to a specific performance action that the Property is unique and that monetary damages will not adequately compensate Buyer for its loss of the Property. Nothing contained in this Paragraph shall be deemed to affect or limit defense or indemnity obligations, or rights to attorneys' fees and costs, which shall survive any termination of this Agreement.

Section 4.3 Inaction Not a Waiver of Default. Except as expressly provided in this Agreement to the contrary, any failures or delays by either party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies, or deprive either such party of its rights to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

ARTICLE 5. GENERAL PROVISIONS

Section 5.1 Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

Section 5.2 Governmental Powers. Nothing contained herein shall be deemed to limit, restrict, amend or modify, or to constitute a waiver or release of, any ordinances, notices, orders, rules, regulations or requirements (now or hereafter enacted or adopted and/or as amended from time to time) of the Seller or Buyer, or its departments, commissions, agencies and boards and the officers thereof, including, without limitation, any governmental powers, rights, privileges and discretion of the Seller or Buyer.

Section 5.3 Time of the Essence. Time is of the essence of this Agreement and all Parties' obligations hereunder.

Section 5.4 Notices. Notices, demands and communications between the Seller and the Buyer shall be deemed sufficiently given if addresses as set forth below and (i) sent by certified mail, postage prepaid, return receipt requested, or (ii) sent by nationally-recognized reputable overnight delivery service for overnight delivery. Such written notices, demands and communications may be sent in the same manner to such other addresses or to such other address as any party may from time to time designate by mail as provided in this Section, and shall be deemed received upon delivery or refusal of delivery, as shown on the return receipt, if sent by certified mail, or one (1) business day after deposit of same with a nationally recognized reputable overnight delivery service for overnight delivery if sent by such a delivery service.

To Seller: Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Mail Stop: 99-17-20
Los Angeles, California 90012
Attn: Chief Executive Officer

To Buyer: City of Beverly Hills
455 N. Rexford Dr., 4th Floor,
Beverly Hills, California 90120
Attn: City Manager

Section 5.5 Attorneys' Fees. If any party brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

Section 5.6 Authority of City Manager. The City Manager of Buyer is authorized to give all consents and approvals and sign all documents contemplated hereunder on behalf of Buyer provided they are in writing, and may extend deadlines, and enter into other, non-substantive amendments provided the extensions and amendments are express and in writing.

Section 5.7 Venue. In the event of any litigation hereunder, all such actions shall be instituted in the Superior Court of the County of Los Angeles, State of California, or in an appropriate municipal court in the County of Los Angeles, State of California or an appropriate District Court in the Southern District of California.

Section 5.8 Applicable Law. The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

Section 5.9 No Right to Assign. Neither party may assign this Agreement without the prior written consent of the other in its sole and absolute discretion.

Section 5.10 Successors and Assigns. Subject to the restrictions on transfers set forth in this Agreement, the provisions hereof shall be binding upon, and shall inure to the benefit of, the Seller and the Buyer and their successors and assigns.

Section 5.11 No Joint Venture. Nothing contained herein shall be construed to render the Seller in any way or for any purpose a partner, joint venture, or associated in any relationship with the Buyer, nor shall this Agreement be construed to authorize either party to act as agent for the other.

Section 5.12 Waiver. The waiver by the Seller or the Buyer of any breach by the other party of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. Either party's acceptance of any performance by the other party after the due date of such performance shall not be deemed to be a waiver by either party of any preceding breach by the other party of any term, covenant, or condition of this Agreement, regardless of such party's knowledge of such preceding breach at the time of acceptance of such performance.

Section 5.13 Entire Agreement; Waivers and Amendments. This Agreement, together with all attachments and exhibits hereto and all documents to be executed and delivered pursuant to this Agreement, constitutes the entire understanding and agreement of the Parties hereto. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. Any waiver, amendment, or modification of any provision of this Agreement must be in writing and signed by both parties.

Section 5.14 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

Section 5.15 Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

BUYER:

SELLER:

CITY OF BEVERLY HILLS

By: _____
Julian A. Gold, M.D.
Mayor

ATTEST:

By: _____
Lourdes Sy-Rodriguez
Assistant City Clerk

APPROVED AS TO FORM:

By: _____
Laurence S. Wiener
City Attorney

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

By: _____
Print Name: _____
Title: _____

List of Exhibits

| | |
|--------------------|---|
| <u>Exhibit "A"</u> | Description of Land |
| <u>Exhibit "B"</u> | Form of Grant Deed |
| <u>Exhibit "C"</u> | Form(s) of Temporary Construction Easement(s) |

Exhibit "A"

LEGAL DESCRIPTION OF THE LAND

The land described herein is situated in the State of California, County of Los Angeles, City of Beverly Hills, described as follows:

9385 Wilshire Boulevard Air Rights

IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALL OF PARCEL 1 AS CONVEYED TO THE PACIFIC PARTNERSHIP BY CORPORATION GRANT DEED RECORDED OCTOBER 2, 1986 AS INSTRUMENT NO, 86-1326330, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL #1:

THAT PORTION OF LOT 7 IN BLOCK 13 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 94 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 39 DEGREES 31 MINUTES 30 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT, 109.80 FEET TO A POINT DISTANT SOUTHEASTERLY THEREON 11.17 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTH 0 DEGREES 5 MINUTES WEST, 84.59 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 7; THENCE SOUTH 89 DEGREES 55 MINUTES EAST ALONG SAID SOUTHERLY LINE, 70 FEET TO THE POINT OF BEGINNING

THE LOWER ELEVATION LIMIT OF THE EASEMENT HEREIN DESCRIBED, IS A HORIZONTAL PLANE WITH AN ELEVATION OF 238.00 FEET, BASED ON THE NAVD-88 DATUM ELEVATION OF 285.39 FEET FOR CITY OF LOS ANGELES BENCHMARK NO. 13-13450. THE LOWER LIMIT BEING APPROXIMATELY 18 FEET ABOVE FINISH GRADE (EXISTING SURFACE ELEVATION AS DETERMINED FROM THE LOS ANGELES METRO WESTSIDE PURPLE LINE EXTENSION – SECTION 2 PROJECT, 85% WILSHIRE/RODEO STATION DRAWINGS DATED 07/09/2018).

9393 Wilshire Boulevard

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SAID LAND BEING ALL OF PARCEL 2 CONVEYED TO THE PACIFIC PARTNERSHIP BY CORPORATION GRANT DEED RECORDED OCTOBER 2, 1986 AS INSTRUMENT NO. 86-1326330, OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL #2:

THAT PORTION OF LOT 7 IN BLOCK 13 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE 94 OF THE MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

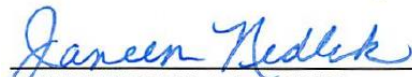
BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 7 AND RUNNING THENCE SOUTH 50 DEGREES 28 MINUTES 30 SECONDS WEST 55.66 FEET ALONG THE NORTH LINE OF SAID LOT 7; THENCE SOUTH 0 DEGREES AND 05 MINUTES WEST AND 57.71 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 89 DEGREES 55 MINUTES EAST ALONG THE SOUTH LINE OF SAID LOT 7, 50 FEET TO A POINT THEREIN, WHICH BEARS SOUTH 0 DEGREES 05 MINUTES WEST FROM A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, 11.17 FEET SOUTHEASTERLY THEREON FROM THE MOST NORTHERLY CORNER OF SAID LOT; THENCE NORTHEASTERLY IN A DIRECT LINE, A DISTANCE OF 84.59 FEET TO SAID POINT IN THE NORTHEASTERLY LINE OF SAID LOT 7; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF SAID LOT 7, 11.17 FEET TO THE **POINT OF BEGINNING**.

AFFECTS APN(S): 4343-005-005

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

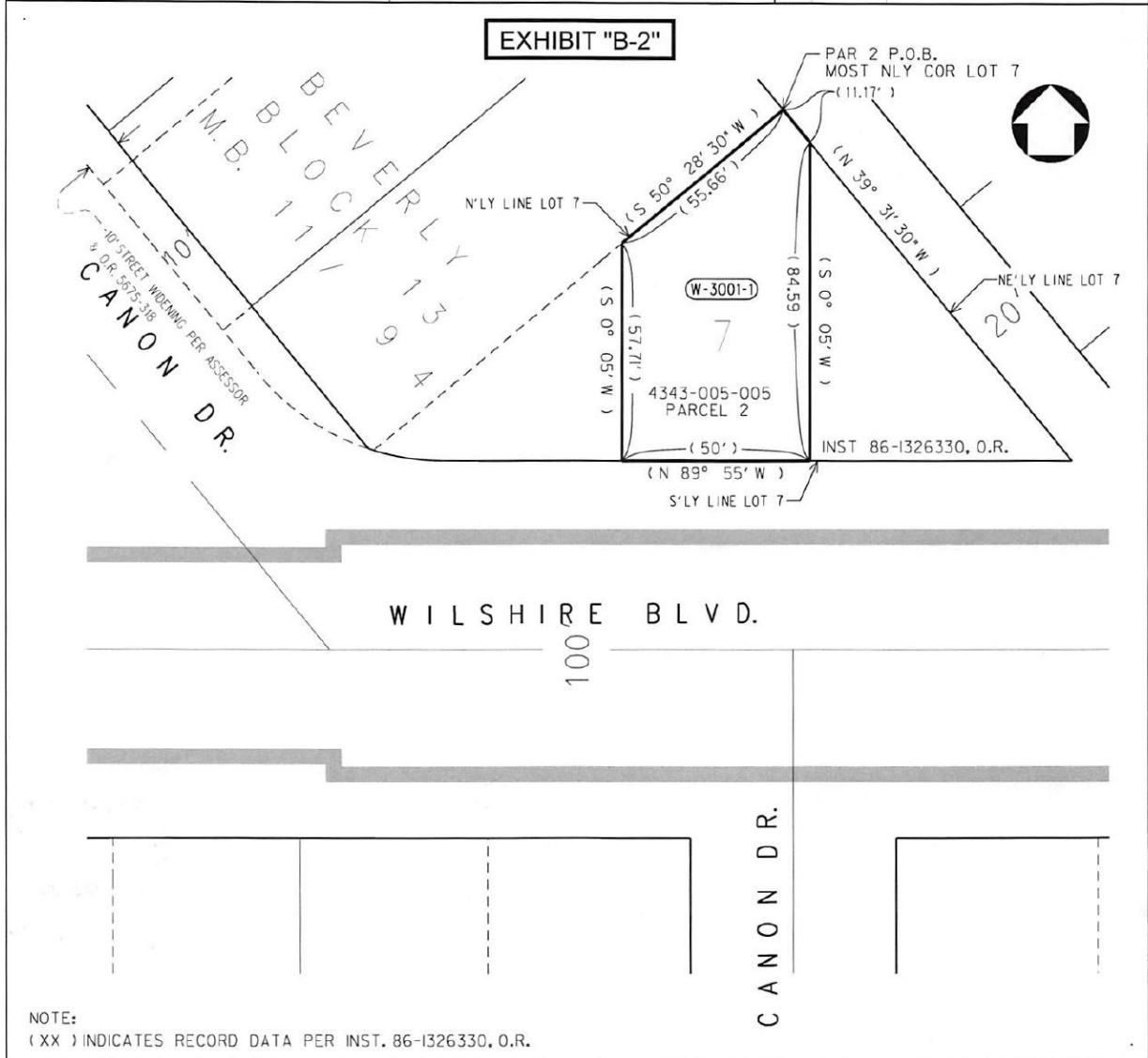
PREPARED BY:


JANEEN NEDLIK, P.L.S. 7563


DATE



| | | | |
|---|---|--|------|
| GRANTOR : THE PACIFIC PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP | | The data shown on this map and/or plat are compiled from public sources and are subject to field verification. | |
| DESCRIPTION : PORTION OF LOT 7 IN BLOCK 13 OF BEVERLY, M.B. 11/94 | | | |
| BENCH MARK : N/A | | | |
| TITLE REPORT : ORANGE COAST TITLE NO. 140-1264433-32 | ADDRESS : 9393 WILSHIRE BLVD. BEVERLY HILLS 90210 | | |
| ASSESSOR'S REF. : 4343-005-005 | R.O.W. REFERENCE : R-3030; W-3001-1 | NO. | DATE |
| | | REVISION DESCRIPTION | |



| | | | | |
|--------------------|----------|--|--|--|
| PARCEL | W-3001-1 | | | |
| AREA - SQUARE FEET | 3.872 | | | |

| | | |
|--|--|--|
| | LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY | |
| | APPROVED BY: | |
| | | |
| | MTA PROJECT MANAGER | |
| | DATE 7/8/16 | |

PARCEL PLAT

W-3001-1

SHEET 1 OF 1

| | |
|--------------------------|------------|
| CONTRACT NO./DESIGN UNIT | |
| SCALE | 1" = 40' |
| DATE | 03/31/2016 |
| DRAWN BY | T. RAINEY |
| CHECKED BY | J. NEOLIK |
| REV. DATE | REV. NO. |

EXHIBIT “B”

FORM OF GRANT DEED

(Attached.)

RECORDING REQUESTED BY, AND
WHEN RECORDED MAIL TO AND MAIL
ASSESSMENT STATEMENTS TO:

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attn: City Clerk

APNs: _____

(SPACE ABOVE FOR RECORDER'S USE ONLY)

This document is exempt from the payment of a recording fee pursuant to Government Code §6103.

Exempt from Documentary Transfer Tax; Conveyance to a public entity (city). Property is in the City of Beverly Hills, County of Los Angeles.

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY ("Grantor"), hereby GRANTS to the CITY OF BEVERLY HILLS, a California municipal corporation ("Grantee"), the real property located in the City of Beverly Hills, County of Los Angeles, State of California, more particularly described on Exhibit "A".

IN WITNESS WHEREOF, the Grantor has executed this Grant Deed as of the date set forth below.

GRANTOR:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____

Print Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, 2018, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit A To Grant Deed

Legal Description

The land described herein is situated in the State of California, County of Los Angeles, City of Beverly Hills, described as follows:

9385 Wilshire Boulevard Air Rights

IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALL OF PARCEL 1 AS CONVEYED TO THE PACIFIC PARTNERSHIP BY CORPORATION GRANT DEED RECORDED OCTOBER 2, 1986 AS INSTRUMENT NO, 86-1326330, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL #1:

THAT PORTION OF LOT 7 IN BLOCK 13 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 94 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 39 DEGREES 31 MINUTES 30 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT, 109.80 FEET TO A POINT DISTANT SOUTHEASTERLY THEREON 11.17 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTH 0 DEGREES 5 MINUTES WEST, 84.59 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 7; THENCE SOUTH 89 DEGREES 55 MINUTES EAST ALONG SAID SOUTHERLY LINE, 70 FEET TO THE POINT OF BEGINNING

THE LOWER ELEVATION LIMIT OF THE EASEMENT HEREIN DESCRIBED, IS A HORIZONTAL PLANE WITH AN ELEVATION OF 238.00 FEET, BASED ON THE NAVD-88 DATUM ELEVATION OF 285.39 FEET FOR CITY OF LOS ANGELES BENCHMARK NO. 13-13450. THE LOWER LIMIT BEING APPROXIMATELY 18 FEET ABOVE FINISH GRADE (EXISTING SURFACE ELEVATION AS DETERMINED FROM THE LOS ANGELES METRO WESTSIDE PURPLE LINE EXTENSION – SECTION 2 PROJECT, 85% WILSHIRE/RODEO STATION DRAWINGS DATED 07/09/2018).

9393 Wilshire Boulevard

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SAID LAND BEING ALL OF PARCEL 2 CONVEYED TO THE PACIFIC PARTNERSHIP BY CORPORATION GRANT DEED RECORDED OCTOBER 2, 1986 AS INSTRUMENT NO. 86-1326330, OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL #2:

THAT PORTION OF LOT 7 IN BLOCK 13 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE 94 OF THE MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

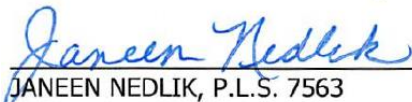
BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 7 AND RUNNING THENCE SOUTH 50 DEGREES 28 MINUTES 30 SECONDS WEST 55.66 FEET ALONG THE NORTH LINE OF SAID LOT 7; THENCE SOUTH 0 DEGREES AND 05 MINUTES WEST AND 57.71 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 89 DEGREES 55 MINUTES EAST ALONG THE SOUTH LINE OF SAID LOT 7, 50 FEET TO A POINT THEREIN, WHICH BEARS SOUTH 0 DEGREES 05 MINUTES WEST FROM A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, 11.17 FEET SOUTHEASTERLY THEREON FROM THE MOST NORTHERLY CORNER OF SAID LOT; THENCE NORTHEASTERLY IN A DIRECT LINE, A DISTANCE OF 84.59 FEET TO SAID POINT IN THE NORTHEASTERLY LINE OF SAID LOT 7; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF SAID LOT 7, 11.17 FEET TO THE **POINT OF BEGINNING**.

AFFECTS APN(S): 4343-005-005

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:


JANEEN NEDLIK, P.L.S. 7563


DATE



| | | | |
|---|---|--|------|
| GRANTOR : THE PACIFIC PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP | | The data shown on this map and/or plat are compiled from public sources and are subject to field verification. | |
| DESCRIPTION : PORTION OF LOT 7 IN BLOCK 13 OF BEVERLY, M.B. 11/94 | | | |
| BENCH MARK : N/A | | | |
| TITLE REPORT : ORANGE COAST TITLE NO. 140-1264433-32 | ADDRESS : 9393 WILSHIRE BLVD. BEVERLY HILLS 90210 | | |
| ASSESSOR'S REF. : 4343-005-005 | R.O.W. REFERENCE : R-3030; W-3001-1 | NO. | DATE |
| | | REVISION DESCRIPTION | |

EXHIBIT "B-2"

NOTE:
(XX) INDICATES RECORD DATA PER INST. 86-1326330, O.R.

| | | | | |
|--------------------|----------|--|--|--|
| PARCEL | W-3001-1 | | | |
| AREA - SQUARE FEET | 3.872 | | | |

LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY

APPROVED BY:

Michael Mose 7/8/16
MTA PROJECT MANAGER DATE

PARCEL PLAT

W-3001-1

SHEET 1 OF 1

CONTRACT NO./DESIGN UNIT

SCALE
1" = 40'

DATE
03/31/2016

DRAWN BY
T. RAINEY

CHECKED BY
J. NEOLIK

REV. DATE REV. NO.

CERTIFICATE OF ACCEPTANCE

B0785-0022\2145096v62.doc

EXHIBIT "C"

FORMS OF TEMPORARY CONSTRUCTION EASEMENTS

(Attached as Exhibit P to the Memorandum of Agreement dated _____, 2019 and
incorporated herein by this reference)

Exhibit P
Forms of Temporary Construction Easements
(to Metro, for 9393 Wilshire and 9385 Wilshire)

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attn: City Clerk

with a copy to:

Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza
Mail Stop: 99-17-20
Los Angeles, CA 90012
Attn: _____

APN(s): _____

Space Above Reserved for Recorder's Use Only

TEMPORARY CONSTRUCTION EASEMENT
(9385 Wilshire Boulevard)

This TEMPORARY CONSTRUCTION EASEMENT (“**Agreement**”) is entered into as of _____, 2019 (the “**Effective Date**”) by and between the CITY OF BEVERLY HILLS, a California municipal corporation (“**City**”), and LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity, corporate and politic (“**Metro**”). City and Metro are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. City is the owner of the real property described on Exhibit “A” attached hereto (the “**City-Owned Property**”).

B. Metro is the owner of certain property located below the City-Owned Property (the “**Metro Property**”).

C. City and Metro are parties to that certain Memorandum of Agreement, dated as of _____, 2019 pursuant to which City is obligated to convey to Metro an easement for temporary use of the City-Owned Property for purposes relating to construction of part of a subway system on Wilshire Boulevard (the “**Project**”).

AGREEMENT

NOW, THEREFORE, in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and approved, the Parties agree as follows:

1. Grant of Easement. City hereby grants to Metro, for use by Metro and Metro's agents, employees, invitees, representatives, architects, consultants, contractors, and subcontractors (collectively, "Metro Parties") an easement to enter upon and use the City-Owned Property for construction access and staging purposes for the Project during the Term of this Agreement. Metro accepts the City-Owned Property in its current "AS-IS" condition, subject to all matters of record, and without representation or warranty, express or implied.

2. Term. The term ("Term") of this Agreement shall commence on the Effective Date and shall expire upon the earliest to occur of: (i) the completion of the Project; (ii) the recording of a Termination of Construction Staging Easement executed by the City Manager and Metro; or (iii) fifteen (15) years from execution of this Agreement. Upon the expiration of the Term, Metro shall promptly and diligently remove, or cause to be removed, all stockpiled dirt and earth, materials and equipment, construction trailers and any other items placed on the City-Owned Property by or at the request of Metro or any Metro Party, and repair any damage to the City-Owned Property.

3. Insurance. Metro at its own expense shall maintain in full force and effect such policies of insurance having the coverages and limits and issued by such insurance companies as described on Exhibit "B". Such insurance shall apply to activities undertaken by or on behalf of Metro on the City-Owned Property. Evidence of such insurance shall be provided to the City prior to Metro entering the City-Owned Property for the purposes described in Section 1.

4. Indemnity.

4.1 Indemnity by Metro. Metro shall indemnify, defend (with counsel reasonably acceptable to City), and hold harmless City and City's officials, officers, employees, contractors, subcontractors, agents, and representatives ("**City Representatives**") from and against any and all claims, liabilities, obligations, orders, damages, fines, penalties, and expenses (including, but not limited to, attorneys' fees and costs) to the extent arising from any activities of Metro or the Metro Parties under this Agreement, except to the extent such claims, liabilities, obligations, orders, damages, fines, penalties, or expenses arise from the negligence or willful misconduct of City or City Representatives.

4.2 Survival. The provisions of this Section 4 shall survive expiration or earlier termination of this Agreement.

5. Assignment. Metro shall not assign this Agreement without the prior written consent of the City Manager.

6. Notice of Termination. Upon the expiration of this Agreement under Section 2(i) above, the Parties shall cooperate reasonably to record a written statement acknowledging such

termination in the Los Angeles County Recorder's Office. The provisions of this Section 6 shall survive termination of this Agreement.

7. Notices. All notices and demands required by this Agreement shall be given in accordance with the Settlement Agreement.

8. Miscellaneous Provisions.

8.1 Attorneys' Fees. If any Party brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as determined by the court.

8.2 Successors and Assigns. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assignees of the Parties.

8.3 No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties, and there are no third party beneficiaries of this Agreement. No other person shall have any right of action based upon any provision of this Agreement.

8.4 Governing Law; Jurisdiction. This Agreement and the rights of the Parties shall be governed by California law. The Parties consent to the exclusive jurisdiction of the California Superior Court for the County of Los Angeles.

8.5 Severability; Partial Invalidity. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

8.6 Entire Agreement. This Agreement and the Settlement Agreement constitute the entire understanding and agreement of the Parties, integrate all of the terms and conditions mentioned herein and therein or incidental hereto and thereto, and supersede all negotiations or previous agreements between the Parties with respect to the subject matter hereof and thereof. No subsequent agreement, representation or promise made by either Party, or by or to any employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

8.7 Time of Essence. Time is of the essence of each and every provision of this Agreement in which time is a factor.

8.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.9 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein as though set forth in full for all purposes:

Exhibit "A" Legal Description of the City-Owned Property.

Exhibit "B" Insurance Requirements.

In witness whereof, the Parties have entered into this Agreement as of the Effective Date.

CITY:

CITY OF BEVERLY HILLS

By: _____

Mayor

METRO:

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE CITY-OWNED PROPERTY

IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ALL OF PARCEL 1 AS CONVEYED TO THE PACIFIC PARTNERSHIP BY CORPORATION GRANT DEED RECORDED OCTOBER 2, 1986 AS INSTRUMENT NO, 86-1326330, OFFICIAL RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

PARCEL #1:

THAT PORTION OF LOT 7 IN BLOCK 13 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 94 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 7; THENCE NORTH 39 DEGREES 31 MINUTES 30 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT, 109.80 FEET TO A POINT DISTANT SOUTHEASTERLY THEREON 11.17 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT; THENCE SOUTH 0 DEGREES 5 MINUTES WEST, 84.59 FEET TO A POINT IN THE SOUTHERLY LINE OF SAID LOT 7; THENCE SOUTH 89 DEGREES 55 MINUTES EAST ALONG SAID SOUTHERLY LINE, 70 FEET TO THE POINT OF BEGINNING

THE LOWER ELEVATION LIMIT OF THE EASEMENT HEREIN DESCRIBED, IS A HORIZONTAL PLANE WITH AN ELEVATION OF 238.00 FEET, BASED ON THE NAVD-88 DATUM ELEVATION OF 285.39 FEET FOR CITY OF LOS ANGELES BENCHMARK NO. 13-13450. THE LOWER LIMIT BEING APPROXIMATELY 18 FEET ABOVE FINISH GRADE (EXISTING SURFACE ELEVATION AS DETERMINED FROM THE LOS ANGELES METRO WESTSIDE PURPLE LINE EXTENSION – SECTION 2 PROJECT, 85% WILSHIRE/RODEO STATION DRAWINGS DATED 07/09/2018).

EXHIBIT "B"

INSURANCE REQUIREMENTS

While the easement is in effect, Metro shall require that its contractor and any other entity whose personnel will enter upon the City-Owned Property maintain in full force, at their sole cost and expense throughout the Term of this easement, and furnish evidence of the following insurance:

- i) Comprehensive General Liability Insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence with an aggregate limit of Four Million Dollars (\$4,000,000) (including coverage against bodily injury or death, property damage and contractual liability); and
- ii) Automobile Liability Insurance in the amount of Ten Million Dollars (\$10,000,000) per accident for bodily injury or disease; and
- iii) Employer's Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000) per accident, and such additional coverages as may be required by any Employee Benefit Acts or other statutes applicable where the work is to be performed; and
- iv) Worker's Compensation coverage as provided by the State of California Labor Code.

All such coverages shall be primary to any policy that may be maintained by City, and shall be maintained until all work on the City-Owned Property has been completed and the contractor has withdrawn all equipment and personnel from the City-Owned Property and restored the City-Owned Property to its pre-existing condition. The contractor shall pay all premiums and assessments on the insurance coverage required by this paragraph when due and shall provide City certificates of insurance required to be maintained by the contractor prior to the date of the commencement of any activities on the City-Owned Property. The certificate shall expressly provide that such policies shall not be cancelable or otherwise subject

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attn: City Clerk

with a copy to:

Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza
Mail Stop: 99-17-20
Los Angeles, CA 90012
Attn: _____

APN(s): _____

Space Above Reserved for Recorder's Use Only

TEMPORARY CONSTRUCTION EASEMENT
(9393 Wilshire Boulevard)

This TEMPORARY CONSTRUCTION EASEMENT (“**Agreement**”) is entered into as of _____, 2019 (the “**Effective Date**”) by and between the CITY OF BEVERLY HILLS, a California municipal corporation (“**City**”), and LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity, corporate and politic (“**Metro**”). City and Metro are sometimes referred to individually herein as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. City is the owner of the real property described on Exhibit “A” attached hereto (the “**City-Owned Property**”).

B. Metro is the owner of certain property, up to approximately eighteen (18) feet above finished grade, and located adjacent to the City-Owned Property, commonly referred to as 9385 Wilshire Boulevard (the “**Metro Property**”).

C. City and Metro are parties to that certain Memorandum of Agreement, dated as of _____, 2019 pursuant to which City is obligated to convey to Metro an easement for temporary use of the City-Owned Property for purposes relating to construction of part of a subway system on the Metro Property (the “**Project**”).

AGREEMENT

NOW, THEREFORE, in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and approved, the Parties agree as follows:

1. Grant of Easement. City hereby grants to Metro, for use by Metro and Metro's agents, employees, invitees, representatives, architects, consultants, contractors, and subcontractors (collectively, "Metro Parties") an easement to enter upon and use the City-Owned Property for construction access and staging purposes for the Project during the Term of this Agreement. Metro accepts the City-Owned Property in its current "AS-IS" condition, subject to all matters of record, and without representation or warranty, express or implied.

2. Term. The term ("Term") of this Agreement shall commence on the Effective Date and shall expire upon the earliest to occur of: (i) the completion of the Project; (ii) the recording of a Termination of Construction Staging Easement executed by the City Manager and Metro; or (iii) fifteen (15) years from execution of this Agreement. Upon the expiration of the Term, Metro shall promptly and diligently remove, or cause to be removed, all stockpiled dirt and earth, materials and equipment, construction trailers and any other items placed on the City-Owned Property by or at the request of Metro or any Metro Party, and repair any damage to the City-Owned Property.

3. Insurance. Metro at its own expense shall maintain in full force and effect such policies of insurance having the coverages and limits and issued by such insurance companies as described on Exhibit "B". Such insurance shall apply to activities undertaken by or on behalf of Metro on the City-Owned Property. Evidence of such insurance shall be provided to the City prior to Metro entering the City-Owned Property for the purposes described in Section 1.

4. Indemnity.

4.1 Indemnity by Metro. Metro shall indemnify, defend (with counsel reasonably acceptable to City), and hold harmless City and City's officials, officers, employees, contractors, subcontractors, agents, and representatives ("**City Representatives**") from and against any and all claims, liabilities, obligations, orders, damages, fines, penalties, and expenses (including, but not limited to, attorneys' fees and costs) to the extent arising from any activities of Metro or the Metro Parties under this Agreement, except to the extent such claims, liabilities, obligations, orders, damages, fines, penalties, or expenses arise from the negligence or willful misconduct of City or City Representatives.

4.2 Survival. The provisions of this Section 4 shall survive expiration or earlier termination of this Agreement.

5. Assignment. Metro shall not assign this Agreement without the prior written consent of the City Manager.

6. Notice of Termination. Upon the expiration of this Agreement under Section 2(i) above, the Parties shall cooperate reasonably to record a written statement acknowledging such

termination in the Los Angeles County Recorder's Office. The provisions of this Section 6 shall survive termination of this Agreement.

7. Notices. All notices and demands required by this Agreement shall be given in accordance with the Settlement Agreement.

8. Miscellaneous Provisions.

8.1 Attorneys' Fees. If any Party brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as determined by the court.

8.2 Successors and Assigns. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assignees of the Parties.

8.3 No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties, and there are no third party beneficiaries of this Agreement. No other person shall have any right of action based upon any provision of this Agreement.

8.4 Governing Law; Jurisdiction. This Agreement and the rights of the Parties shall be governed by California law. The Parties consent to the exclusive jurisdiction of the California Superior Court for the County of Los Angeles.

8.5 Severability; Partial Invalidity. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

8.6 Entire Agreement. This Agreement and the Settlement Agreement constitute the entire understanding and agreement of the Parties, integrate all of the terms and conditions mentioned herein and therein or incidental hereto and thereto, and supersede all negotiations or previous agreements between the Parties with respect to the subject matter hereof and thereof. No subsequent agreement, representation or promise made by either Party, or by or to any employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

8.7 Time of Essence. Time is of the essence of each and every provision of this Agreement in which time is a factor.

8.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8.9 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein as though set forth in full for all purposes:

Exhibit "A" Legal Description of the City-Owned Property.

Exhibit "B" Insurance Requirements.

In witness whereof, the Parties have entered into this Agreement as of the Effective Date.

CITY:

CITY OF BEVERLY HILLS

By: _____

Mayor

METRO:

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE CITY-OWNED PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SAID LAND BEING ALL OF PARCEL 2 CONVEYED TO THE PACIFIC PARTNERSHIP BY CORPORATION GRANT DEED RECORDED OCTOBER 2, 1986 AS INSTRUMENT NO. 86-1326330, OFFICIAL RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL #2:

THAT PORTION OF LOT 7 IN BLOCK 13 OF BEVERLY, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE 94 OF THE MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 7 AND RUNNING THENCE SOUTH 50 DEGREES 28 MINUTES 30 SECONDS WEST 55.66 FEET ALONG THE NORTH LINE OF SAID LOT 7; THENCE SOUTH 0 DEGREES AND 05 MINUTES WEST AND 57.71 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 7; THENCE SOUTH 89 DEGREES 55 MINUTES EAST ALONG THE SOUTH LINE OF SAID LOT 7, 50 FEET TO A POINT THEREIN, WHICH BEARS SOUTH 0 DEGREES 05 MINUTES WEST FROM A POINT IN THE NORTHEASTERLY LINE OF SAID LOT, 11.17 FEET SOUTHEASTERLY THEREON FROM THE MOST NORTHERLY CORNER OF SAID LOT; THENCE NORTHEASTERLY IN A DIRECT LINE, A DISTANCE OF 84.59 FEET TO SAID POINT IN THE NORTHEASTERLY LINE OF SAID LOT 7; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE OF SAID LOT 7, 11.17 FEET TO THE **POINT OF BEGINNING**.

AFFECTS APN(S): 4343-005-005

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

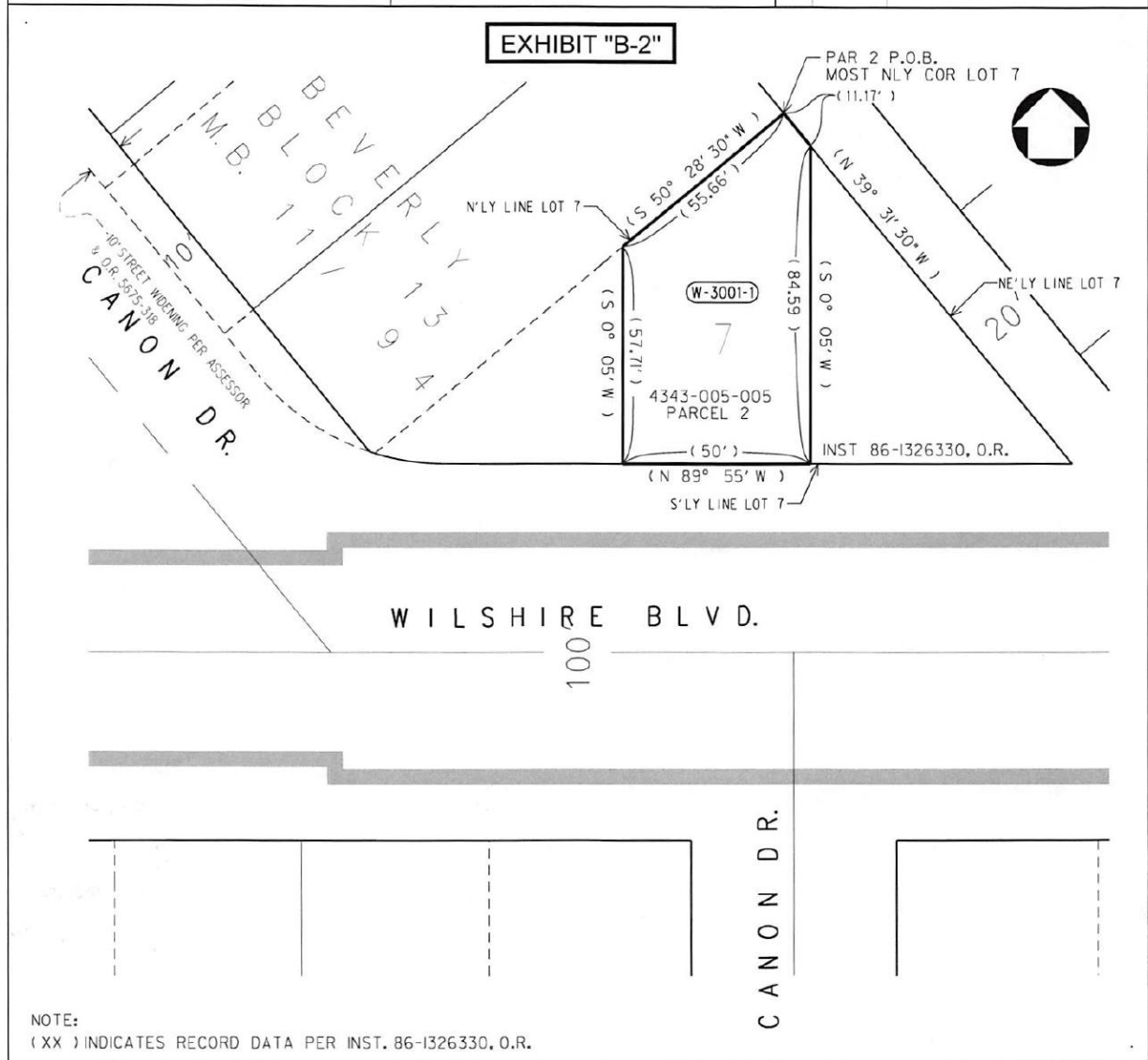
PREPARED BY:


JANEEN NEDLIK, P.L.S. 7563


DATE



| | | | |
|---|---|--|------|
| GRANTOR : THE PACIFIC PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP | | The data shown on this map and/or plat are compiled from public sources and are subject to field verification. | |
| DESCRIPTION : PORTION OF LOT 7 IN BLOCK 13 OF BEVERLY, M.B. 11/94 | | | |
| BENCH MARK : N/A | | | |
| TITLE REPORT : ORANGE COAST TITLE NO. 140-1264433-32 | ADDRESS : 9393 WILSHIRE BLVD. BEVERLY HILLS 90210 | | |
| ASSESSOR'S REF. : 4343-005-005 | R.O.W. REFERENCE : R-3030; W-3001-1 | NO. | DATE |
| | | REVISION DESCRIPTION | |



| | | | | |
|--------------------|----------|--|--|--|
| PARCEL | W-3001-1 | | | |
| AREA - SQUARE FEET | 3.872 | | | |

| | | |
|--|--|--|
| | LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY | |
| | APPROVED BY: | |
| | | |
| | MTA PROJECT MANAGER DATE | |
| | | |

PARCEL PLAT

W-3001-1

SHEET 1 OF 1

| | |
|--------------------------|----------|
| CONTRACT NO./DESIGN UNIT | |
| SCALE 1"=40' | |
| DATE 03/31/2016 | |
| DRAWN BY T. RAINEY | |
| CHECKED BY J. NEDLIK | |
| REV. DATE | REV. NO. |

EXHIBIT "B"

INSURANCE REQUIREMENTS

While the easement is in effect, Metro shall require that its contractor and any other entity whose personnel will enter upon the City-Owned Property maintain in full force, at their sole cost and expense throughout the Term of this easement, and furnish evidence of the following insurance:

- v) Comprehensive General Liability Insurance having a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence with an aggregate limit of Four Million Dollars (\$4,000,000) (including coverage against bodily injury or death, property damage and contractual liability); and
- vi) Automobile Liability Insurance in the amount of Ten Million Dollars (\$10,000,000) per accident for bodily injury or disease; and
- vii) Employer's Liability Insurance coverage in the amount of Two Million Dollars (\$2,000,000) per accident, and such additional coverages as may be required by any Employee Benefit Acts or other statutes applicable where the work is to be performed; and
- viii) Worker's Compensation coverage as provided by the State of California Labor Code.

All such coverages shall be primary to any policy that may be maintained by City, and shall be maintained until all work on the City-Owned Property has been completed and the contractor has withdrawn all equipment and personnel from the City-Owned Property and restored the City-Owned Property to its pre-existing condition. The contractor shall pay all premiums and assessments on the insurance coverage required by this paragraph when due and shall provide City certificates of insurance required to be maintained by the contractor prior to the date of the commencement of any activities on the City-Owned Property. The certificate shall expressly provide that such policies shall not be cancelable or otherwise subject to modification except after thirty (30) calendar days' prior written notice to City. City shall be named as additional insured in each of the insurance policies except worker's compensation.

Exhibit Q
Memorandum of Right of First Negotiation and Contingent Option to Purchase
(for 9430 Wilshire air rights)

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attn: City Clerk

With a copy to:

Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza
Mail Stop: 99-17-20
Los Angeles, CA 90012
Attn: _____

APN(s): _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declare that this Memorandum document is exempt from Recording Fees pursuant to California Government Code Section 27383.

**MEMORANDUM OF RIGHT OF FIRST NEGOTIATION AND CONTINGENT
OPTION TO PURCHASE**
(9430 Wilshire Boulevard)

THIS MEMORANDUM OF RIGHT OF FIRST NEGOTIATION AND CONTINGENT OPTION TO PURCHASE (this "Memorandum") is dated as of _____, 2019, and is entered into by the CITY OF BEVERLY HILLS, a California municipal corporation ("City") and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity, corporate and politic ("Metro").

RECITALS

- A. Metro and City entered into that certain Memorandum of Agreement dated _____, 2019 (the "Agreement").
- B. The Agreement granted City a right of first negotiation to purchase the real property described in Exhibit "A" ("Property") and also an option to purchase such Property.
- C. The Agreement required Metro to execute and deliver to City, duly acknowledged, a memorandum of such rights for recording in order to put third parties on actual or constructive notice of such rights so that the Property may not be sold without compliance with the terms of the Agreement with respect to such rights.

AGREEMENT

The City's rights of first negotiation in Article XXX (Section 2.1) of the Agreement and option to purchase in Article XXX (Section 2.2) of the Agreement are incorporated herein by reference.

A copy of the Agreement may be obtained by contacting the City Manager of the City at Beverly Hills City Hall or the Chief Executive Officer of Metro at the Gateway Transit Center.

Upon the expiration of City's rights of negotiation and option to purchase, City shall terminate this Memorandum by executing and recording a Termination of Memorandum of Right of First Negotiation and Option to Purchase.

IN WITNESS WHEREOF, the City and Metro have executed this Memorandum as of the date and year first above written.

CITY:

CITY OF BEVERLY HILLS

By: _____
Julian A. Gold, M.D., Mayor

METRO:

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

By: _____
Print Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

DESCRIPTION OF PROPERTY

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 1961 AND 1962 OF TRACT NO. 6380, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 69, PAGES(S) 11 THROUGH 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AFFECTS APN: 4331-001-045

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:

Janeen Nedlik
JANEEN NEDLIK, P.L.S. 7563



April 27, 2015
DATE

| | | | |
|---|---|--|------|
| GRANTOR : CULVER CENTER PARTNERS - WEST WILSHIRE L.L.C., A CALIFORNIA LIMITED LIABILITY COMPANY | | The data shown on this map and/or plat are compiled from public sources and are subject to field verification. | |
| DESCRIPTION : LOTS 1961 AND 1962, TRACT NO. 6380, M.B. 69/11-20 | | | |
| BENCH MARK : N/A | | | |
| TITLE REPORT : ORANGE COAST TITLE NO. 140-1264435-32 | ADDRESS : 9430 WILSHIRE BLVD. BEVERLY HILLS 90212 | | |
| ASSESSOR'S REF. : 4331-001-045 | R.O.W. REFERENCE : R-030: W-3003 | NO. | DATE |
| | | REVISION DESCRIPTION | |

EXHIBIT "B"

| | | | |
|--------------------|--------|--|--|
| PARCEL | W-3003 | | |
| AREA - SQUARE FEET | 16,444 | | |

| | |
|---|---|
| <div style="display: flex; align-items: center;"> <div> <p style="margin: 0;">LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY</p> <p style="margin: 0;">APPROVED BY:</p> <p style="margin: 0; font-family: cursive;">[Signature]</p> <p style="margin: 0;">DATE: 5/7/15</p> <p style="margin: 0; font-size: 0.8em;">MTA PROJECT MANAGER</p> </div> </div> | <p style="font-size: 1.5em; margin: 0;">PARCEL PLAT</p> <p style="font-size: 1.2em; margin: 5px 0;">W-3003</p> <p style="margin: 0;">SHEET 1 OF 1</p> |
| <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <p style="margin: 0; font-size: 0.8em;">SUBMITTED BY: [Signature]</p> </div> <div style="text-align: center;"> <p style="margin: 0; font-size: 0.8em;">CONTRACT NO./DESIGN UNIT</p> <p style="margin: 0; font-size: 0.8em;">SCALE: 1"=60'</p> <p style="margin: 0; font-size: 0.8em;">DATE: 04/27/2015</p> <p style="margin: 0; font-size: 0.8em;">DRAWN BY: T. RAINEY</p> <p style="margin: 0; font-size: 0.8em;">CHECKED BY: J. NEDLIK</p> <p style="margin: 0; font-size: 0.8em;">REV. DATE: REV. NO.:</p> </div> </div> | |

Exhibit R
Form of Permanent Easement
(Floating access easement for 1940 Century Park East)

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attn: City Clerk

with a copy to:

Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza
Mail Stop: 99-17-20
Los Angeles, CA 90012
Attn: _____

APN(s): _____

Space Above Reserved for Recorder's Use Only

ACCESS EASEMENT
(1940 Century Park East)

This ACCESS EASEMENT ("**Agreement**") is entered into as of _____, 2019 (the "**Effective Date**") by and between the CITY OF BEVERLY HILLS, a California municipal corporation ("**City**"), and LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity, corporate and politic ("**Metro**"). City and Metro are sometimes referred to individually herein as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The Beverly Hills Unified School District is the owner of the real property commonly referred to as Beverly Hills High School, Beverly Hills, California 90212 and identified as Assessor's Parcel Numbers 4319-001-901 and 4319-001-902 (the "**School District Property**")

B. Metro is the owner of undeveloped property located adjacent to the School District Property described on Exhibit "A" attached hereto (the "**Metro Property**").

C. City and Metro are parties to that certain Memorandum of Agreement, dated as of _____, 2019 pursuant to which Metro agreed to convey to City an easement for pedestrian access across the Metro Property to access the School District Property from Century Park East after the Metro Property is developed.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and approved, the Parties agree as follows:

1. Grant of Easement. Metro hereby grants to City, for use by the City and by the employees and students of School District (collectively, "City Parties"), a perpetual easement across the Metro Property for pedestrian access to the School District Property from Century Park East subject to Section 2 below.

2. No Access Rights Prior to Initial Development or During Construction. The right of access in Section 1 shall not apply until the Metro Property is developed with any improvements, and subject to Section 3 below, shall be limited during subsequent construction of repairs or replacements to the extent reasonably necessary for such repairs or replacements.

3. Development of Metro Property. Metro may develop and re-develop the Metro Property (or in the case of damage or destruction to improvements, rebuild them) provided that: (i) such improvements are designed and constructed to provide the reasonable access described herein (and Metro shall deliver to City the plans and specifications prior to construction for all improvements for purposes of verifying compliance); (ii) such improvements are constructed in accordance with applicable law; and (iii) after the initial development, subsequent improvements are designed and constructed with reasonable diligence so as not to unreasonably interfere with the access granted herein.

4. Notices. All notices and demands required by this Agreement shall be given in accordance with the Settlement Agreement.

5. Miscellaneous Provisions.

5.1 Attorneys' Fees. If any Party brings an action to enforce the terms hereof or declare its rights hereunder, the prevailing Party in any such action shall be entitled to its reasonable attorneys' fees to be paid by the losing Party as determined by the court.

5.2 Successors and Assigns. The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assignees of the Parties.

5.3 No Third Party Beneficiaries. This Agreement is made and entered into for the sole benefit of the Parties, and there are no third party beneficiaries of this Agreement. No other person shall have any right of action based upon any provision of this Agreement.

5.4 Governing Law; Jurisdiction. This Agreement and the rights of the Parties shall be governed by California law. The Parties consent to the exclusive jurisdiction of the California Superior Court for the County of Los Angeles.

5.5 Severability; Partial Invalidity. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held

to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected hereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

5.6 Entire Agreement. This Agreement and the Settlement Agreement constitute the entire understanding and agreement of the Parties, integrate all of the terms and conditions mentioned herein and therein or incidental hereto and thereto, and supersede all negotiations or previous agreements between the Parties with respect to the subject matter hereof and thereof. No subsequent agreement, representation or promise made by either Party, or by or to any employee, officer, agent or representative of either Party, shall be of any effect unless it is in writing and executed by the Party to be bound thereby.

5.7 Time of Essence. Time is of the essence of each and every provision of this Agreement in which time is a factor.

5.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

5.9 Runs With Metro Property. This Agreement shall encumber and “run with” the Metro Property in perpetuity, and shall bind Metro and all successors to any portion of or interest in the Metro Property.

In witness whereof, the Parties have entered into this Agreement as of the Effective Date.

CITY:

CITY OF BEVERLY HILLS

By: _____
Julian A. Gold, M.D.
Mayor

METRO:

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

By: _____
Print Name: _____
Title: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE METRO PROPERTY

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SAID LAND WAS CONVEYED TO GILLS FAMILY PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP BY GRANT DEED RECORDED APRIL 1, 2014, AS INSTRUMENT NO. 2014-0325585, OFFICIAL RECORDS OF SAID COUNTY, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 4 OF TRACT NO. 26196, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 684, PAGES 78 THROUGH 86 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 4 SAID CORNER BEING ALSO THE MOST WESTERLY CORNER OF LOT 5 OF SAID TRACT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4, NORTH 35 DEGREES 46 MINUTES 43 SECONDS WEST 322.06 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 35 DEGREES 46 MINUTES 43 SECONDS WEST 102.28 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 54 DEGREES 13 MINUTES 17 SECONDS EAST 297.81 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 4; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 30 DEGREES 46 MINUTES 43 SECONDS EAST 102.67 FEET TO A LINE WHICH BEARS NORTH 54 DEGREES 13 MINUTES 17 SECONDS EAST, AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 13 MINUTES 17 SECONDS WEST 288.86 FEET TO SAID **TRUE POINT OF BEGINNING**.

EXCEPT THEREFROM ALL MINERALS, OIL, GAS AND HYDROCARBONS, AND THE RIGHT TO EXPLORE FOR, DEVELOP, PRODUCE AND EXTRACT THE SAME, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OR UPPER 500 FEET (MEASURED FROM THE SURFACE) OF SAID LAND, AS RESERVED BY FOX REALTY CORPORATION OF CALIFORNIA, A CORPORATION, IN DEED RECORDED ON APRIL 17, 1961 IN BOOK D1190 PAGE 104, OF OFFICIAL RECORDS.

SAID LAND IS SHOWN AS PARCEL 1, ON THE RECORD OF SURVEY MAP FILED IN BOOK 81, PAGE 26 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AFFECTS APN: 4319-001-007

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:


JANEEN NEDLIK, P.L.S. 7563



March 14, 2016
DATE

| | | | |
|--|--|--|------|
| GRANTOR : GILLS FAMILY PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP | | The data shown on this map and/or plat are compiled from public sources and are subject to field verification. | |
| DESCRIPTION : PORTION OF LOT 4 OF TRACT NO. 26196, M.B. 684/78-86 | | | |
| BENCH MARK : | | | |
| TITLE REPORT : ORANGE COAST TITLE NO. 140-1264288-32 | ADDRESS : 1940 CENTURY PARK EAST LOS ANGELES 90067 | | |
| ASSESSOR'S REF. : 4319-001-007 | R.O.W. REFERENCE : R-3036; W-3603 | NO. | DATE |
| | | REVISION DESCRIPTION | |



| | | | |
|----------------------|--------|--|--|
| PARCEL | W-3603 | | |
| AREA - SQUARE FEET | 30,006 | | |
| | | LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY | |
| APPROVED BY: | | CONTRACT NO./DESIGN UNIT SCALE 1"=80' DATE 03/14/2016 DRAWN BY T. RAINEY CHECKED BY J. NEDLIK REV. DATE REV. NO. | |
| SUBMITTED BY 7563 | | PARCEL PLAT W-3603 SHEET 1 OF 1 | |

Exhibit S
Memorandum of Right to Purchase Access Easement
(1940 Century Park East)

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attn: City Clerk

With a copy to:

Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza
Mail Stop: 99-17-20
Los Angeles, CA 90012
Attn: _____

APN(s): _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declare that this Memorandum document is exempt from Recording Fees pursuant to California Government Code Section 27383.

MEMORANDUM OF RIGHT OF OPTION TO PURCHASE ACCESS EASEMENT
(1940 Century Park East)

THIS MEMORANDUM OF RIGHT OF OPTION TO PURCHASE ACCESS EASEMENT (this "Memorandum") is dated as of _____, 2019, and is entered into by the CITY OF BEVERLY HILLS, a California municipal corporation ("City") and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity, corporate and politic ("Metro").

RECITALS

A. Metro and City entered into that certain Memorandum of Agreement dated _____, 2019 (the "Agreement").

B. The Agreement granted City an option to purchase an access easement over the real property described in Exhibit "A" ("Property").

C. The Agreement required Metro to execute and deliver to City, duly acknowledged, a memorandum of such rights for recording in order to put third parties on actual or constructive notice of such rights so that the Property may not be sold without compliance with the terms of the Agreement with respect to such rights.

AGREEMENT

The City's option to purchase an access easement in Article XXX of the Agreement is incorporated herein by reference.

A copy of the Agreement may be obtained by contacting the City Manager of the City at Beverly Hills City Hall or the Chief Executive Officer of Metro at the Gateway Transit Center.

Upon the expiration of City's option to purchase, City shall terminate this Memorandum by executing and recording a Termination of Option to Purchase Access Easement.

IN WITNESS WHEREOF, the City and Metro have executed this Memorandum as of the date and year first above written.

CITY:

CITY OF BEVERLY HILLS

By: _____
Julian A. Gold, M.D., Mayor

METRO:

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

By: _____
Print Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

DESCRIPTION OF PROPERTY

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, SAID LAND WAS CONVEYED TO GILLS FAMILY PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP BY GRANT DEED RECORDED APRIL 1, 2014, AS INSTRUMENT NO. 2014-0325585, OFFICIAL RECORDS OF SAID COUNTY, AND IS DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 4 OF TRACT NO. 26196, IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 684, PAGES 78 THROUGH 86 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 4 SAID CORNER BEING ALSO THE MOST WESTERLY CORNER OF LOT 5 OF SAID TRACT; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4, NORTH 35 DEGREES 46 MINUTES 43 SECONDS WEST 322.06 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE NORTH 35 DEGREES 46 MINUTES 43 SECONDS WEST 102.28 FEET; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 54 DEGREES 13 MINUTES 17 SECONDS EAST 297.81 FEET TO THE NORTHEASTERLY LINE OF SAID LOT 4; THENCE ALONG SAID NORTHEASTERLY LINE SOUTH 30 DEGREES 46 MINUTES 43 SECONDS EAST 102.67 FEET TO A LINE WHICH BEARS NORTH 54 DEGREES 13 MINUTES 17 SECONDS EAST, AND WHICH PASSES THROUGH THE TRUE POINT OF BEGINNING; THENCE SOUTH 54 DEGREES 13 MINUTES 17 SECONDS WEST 288.86 FEET TO SAID **TRUE POINT OF BEGINNING**.

EXCEPT THEREFROM ALL MINERALS, OIL, GAS AND HYDROCARBONS, AND THE RIGHT TO EXPLORE FOR, DEVELOP, PRODUCE AND EXTRACT THE SAME, BUT WITHOUT THE RIGHT OF ENTRY UPON THE SURFACE OR UPPER 500 FEET (MEASURED FROM THE SURFACE) OF SAID LAND, AS RESERVED BY FOX REALTY CORPORATION OF CALIFORNIA, A CORPORATION, IN DEED RECORDED ON APRIL 17, 1961 IN BOOK D1190 PAGE 104, OF OFFICIAL RECORDS.

SAID LAND IS SHOWN AS PARCEL 1, ON THE RECORD OF SURVEY MAP FILED IN BOOK 81, PAGE 26 OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

AFFECTS APN: 4319-001-007

NOTE:

THIS LEGAL DESCRIPTION WAS NOT PREPARED FOR ANY PURPOSE THAT WOULD BE IN VIOLATION OF THE STATE OF CALIFORNIA SUBDIVISION MAP ACT OR LOCAL ORDINANCES OF THE GOVERNING BODY HAVING JURISDICTION.

PREPARED BY:


JANEEN NEDLIK, P.L.S. 7563



March 14, 2016
DATE

| | | | |
|--|--|--|------|
| GRANTOR : GILLS FAMILY PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP | | The data shown on this map and/or plat are compiled from public sources and are subject to field verification. | |
| DESCRIPTION : PORTION OF LOT 4 OF TRACT NO. 26196, M.B. 684/78-86 | | | |
| BENCH MARK : | | | |
| TITLE REPORT : ORANGE COAST TITLE NO. 140-1264288-32 | ADDRESS : 1940 CENTURY PARK EAST LOS ANGELES 90067 | | |
| ASSESSOR'S REF. : 4319-001-007 | R.O.W. REFERENCE : R-3036; W-3603 | NO. | DATE |
| | | REVISION DESCRIPTION | |

EXHIBIT "B"

DATA IN PARENTHESIS PER
 R.S. 81 / 26 AND INST. NO.
 2014-0325585, O.R.

| | | | | |
|--------------------|--------|--|--|--|
| PARCEL | W-3603 | | | |
| AREA - SQUARE FEET | 30.006 | | | |

LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY

APPROVED BY:

Michael M. H. 3/17/16
MTA PROJECT MANAGER DATE

PARCEL PLAT

W-3603

SHEET 1 OF 1

CONTRACT NO./DESIGN UNIT

SCALE
1" = 80'

DATE
03/14/2016

DRAWN BY
T. RAINEY

CHECKED BY
J. NEDLIK

REV. DATE REV. NO.

Exhibit T
Form of Memorandum of Option to Purchase
(Air Rights over 8471 Wilshire and 14 La Cienega)

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL TO:

City of Beverly Hills
455 N. Rexford Drive
Beverly Hills, CA 90210
Attn: City Clerk

With a copy to:

Los Angeles County Metropolitan
Transportation Authority
One Gateway Plaza
Mail Stop: 99-17-20
Los Angeles, CA 90012
Attn: _____

APN(s): _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declare that this Memorandum document is exempt from Recording Fees pursuant to California Government Code Section 27383.

MEMORANDUM OF OPTION TO PURCHASE
(8471 Wilshire Boulevard and 14 La Cienega Boulevard)

THIS MEMORANDUM OF OPTION TO PURCHASE (this "Memorandum") is dated as of _____, 2019, and is entered into by the CITY OF BEVERLY HILLS, a California municipal corporation ("City") and the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, a public entity, corporate and politic ("Metro").

RECITALS

A. Metro and City entered into that certain Memorandum of Agreement dated _____, 2019 (the "Agreement").

B. The Agreement granted City an option to purchase the real property described in Exhibit "A" ("Property").

C. The Agreement required Metro to execute and deliver to City, duly acknowledged, a memorandum of such rights for recording in order to put third parties on actual or constructive notice of such rights so that the Property may not be sold without compliance with the terms of the Agreement with respect to such rights.

AGREEMENT

The City's options to purchase air rights over 14 La Cienega Boulevard and 8471 Wilshire Boulevard in Section 4 of Article XXX of the Agreement are incorporated herein by reference.

A copy of the Agreement may be obtained by contacting the City Manager of the City at Beverly Hills City Hall or the Chief Executive Officer of Metro at the Gateway Transit Center.

Upon the expiration of City's option to purchase, City shall terminate this Memorandum by executing and recording a Termination of Memorandum of Option to Purchase.

IN WITNESS WHEREOF, the City and Metro have executed this Memorandum as of the date and year first above written.

CITY:

CITY OF BEVERLY HILLS

By: _____
Julian A. Gold, M.D., Mayor

METRO:

LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY

By: _____
Print Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT "A"

DESCRIPTION OF PROPERTY

EXHIBIT "A"

8471 Wilshire Boulevard

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOTS 373, 374 AND 375 OF TRACT NO. 4988, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 54, PAGES 98 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM THE WESTERLY 20.00 FEET OF SAID LOT 373, CONVEYED TO THE CITY OF BEVERLY HILLS FOR STREET PURPOSES.

THE LOWER ELEVATION LIMIT OF THE EASEMENT HEREIN DESCRIBED, IS A HORIZONTAL PLANE WITH AN ELEVATION OF 176.00 FEET, BASED ON THE NAVD-88 DATUM ELEVATION OF 285.39 FEET FOR CITY OF LOS ANGELES BENCHMARK NO. 13-13450. THE LOWER LIMIT VARIES APPROXIMATELY 35 TO 38 FEET ABOVE FINISH GRADE (EXISTING SURFACE ELEVATION AS DETERMINED FROM THE LOS ANGELES METRO WESTSIDE SUBWAY EXTENSION – SECTION 1 PROJECT, WILSHIRE/LA CIENEGA STATION IFC DRAWINGS DATED 04/12/2017).

14 La Cienega Boulevard

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 372 OF TRACT NO. 4988, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 54, PAGES 98 AND 99 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING FROM SAID LOT 372, THE WESTERLY 20 FEET THEREOF CONVEYED TO THE CITY OF BEVERLY HILLS FOR WIDENING OF LA CIENEGA BOULEVARD.

THE LOWER ELEVATION LIMIT OF THE EASEMENT HEREIN DESCRIBED, IS A HORIZONTAL PLANE WITH AN ELEVATION OF 176.00 FEET, BASED ON THE NAVD-88 DATUM ELEVATION OF 285.39 FEET FOR CITY OF LOS ANGELES BENCHMARK NO. 13-13450. THE LOWER LIMIT VARIES APPROXIMATELY 35 TO 37 FEET ABOVE FINISH GRADE (EXISTING SURFACE ELEVATION AS DETERMINED FROM THE LOS ANGELES METRO WESTSIDE SUBWAY EXTENSION – SECTION 1 PROJECT, WILSHIRE/LA CIENEGA STATION IFC DRAWINGS DATED 04/12/2017).

Exhibit U
Policing Standards

METRO Staffing and Resources

Safety and Security

- 24/7 coverage with two shifts (12 hours each).
- Two Police Officers and One Police Sergeant per shift. The law enforcement agency will be responsible for ALL crime reports on and/or near the two METRO stations. The reports must be integrated into Metro's monthly reporting to the Board of Directors. The law enforcement agency must enforce Metro's Code of Conduct as approved by the Board of Directors and, if staffed by the City of Beverly Hills, such Code of Conduct must be accepted by the City of Beverly Hills.
- The law enforcement agency shall have at its disposal and deployment discretion, two TSA trained bomb detection dogs or substantially similarly trained dogs, subject to availability.
- Upgraded paddle-style gates at each entry points of both stations to be staffed and supported by METRO fare enforcement staff during peak ridership and travel periods. Metro shall determine the deployment of fare enforcement staff which shall not be less than one per portal.
- The law enforcement agency will be supported by METRO Security Officers at BOTH of the stations (two Security Officers per shift and 24/7). They shall be in an observe and support role.
- The City of Beverly Hills shall provide Ambassadors for Homeless Outreach Services. The BH Ambassadors shall coordinate with Metro's C3 Outreach Teams.
- Lead law enforcement staff must attend a weekly executive meeting at Metro HQ along with other Metro-contracted law enforcement agencies and Metro Security. Metro's Chief of System Security and Law Enforcement is responsible for establishing transit security and policing deployments and priorities. Each Metro-contracted law enforcement agency will implement Metro's priorities but retain command and control over their own personnel.

Communications and Technology

- FULL communications interoperability between METRO and the law enforcement agency (with emphasis on POLICE and FIRE)
- The law enforcement agency has full access to CCTV feeds at both METRO stations located in the city. The law enforcement agency will have its own feed at both stations and will be able to view feeds from METRO via mobile devices AND fixed stations
- Digital 360 cameras shall be installed in key places so that the law enforcement agency can focus on areas and persons in real-time as needed.

Crime Prevention through Environmental Design (CPTED)

- Additional lighting and any additional cameras shall be installed as needed at METRO's expense. Metro will conduct the CPTED assessment and determine what is necessary.
- Appropriate speaker placement on trains, stations and platforms for METRO staff to be able to overtly communicate with their ridership and any problem persons

- The trains, stations and platforms shall be professionally cleaned at least once per day (each station) and in response to any trash, spills, or accidents.

Training and Grant Opportunities

- METRO shall provide training, at their expense, to ALL involved law enforcement officers in the areas of: METRO safety, policing transit stations and terrorism. If Metro contracts with the City to provide law enforcement services, then Metro will pay for the City's officers to complete a four (4) hour Safety Course AND a four (4) hour online Transit Policing/Terrorism Course.

METRO shall advise on TSA grant opportunities to partner with the law enforcement agency for equipment purchases and training opportunities