



Metro

Board Report

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Metropolitan Transportation
Authority
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3rd Floor Board Room
Los Angeles, CA

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CONSTRUCTION COMMITTEE SEPTEMBER 21, 2023

SUBJECT: CITY OF LOS ANGELES MASTER COOPERATIVE AGREEMENT

ACTION: APPROVE RECOMMENDATION

RECOMMENDATION

AUTHORIZE the Chief Executive Officer to execute the Master Cooperative Agreement between the City of Los Angeles and the Los Angeles County Metropolitan Transportation Authority for a term of ten years (Attachment A).

ISSUE

The Master Cooperative Agreement (MCA) is intended to establish the Parties' obligations, roles and responsibilities, and processes and procedures to support the efficient, timely and safe delivery of LACMTA's transportation projects, including with respect to the design and construction of the rearrangements of City facilities arising from those transportation projects. In accordance with Cal. Pub. Util. Code § 30633 and as an agency of the state regulating transportation matters of state-wide concern, LACMTA is immune from local regulation unless the state legislature has expressly made LACMTA subject to specific local ordinances, or compliance with such ordinances is mandated by the California Constitution. LACMTA has an unrestricted and equal right to use the right of way "to the same extent...granted to municipalities within the state." Given that LACMTA has a right to approve its own projects and use the public right of way "to the same extent" as the City, the City has no right or obligation under California law to review LACMTA's design of Transportation Projects - such rights arise only under the MCA that is the subject of this board action.

BACKGROUND

The design, construction and maintenance of some transportation projects undertaken by the Los Angeles County Metropolitan Transportation Authority (LACMTA) traverse portions of the City of Los Angeles (City) and require the removal, replacement, restoration, alteration, reconstruction and relocation of all or a portion of City facilities. The approval of Measure R and Measure M has expanded LACMTA's capital projects program and increased investment in public transportation projects, sparked ambitious public policy goals to address climate change with an emphasis on equitable public transportation solutions, and set forth aggressive project timelines. LACMTA and the City must partner, cooperate, and collaborate more efficiently to meet the public mandates.

On September 26, 1991, the City and LACMTA executed an MCA to design and construct the City facilities necessary to accommodate the development of rail transit systems and busway transit systems delivered under the Design/Bid/Build delivery method. On January 21, 2003, the City and LACMTA executed a subsequent MCA to design and construct the City facilities necessary to accommodate the development of transit systems and busway transit systems delivered under the Design/Build delivery method.

On September 30, 2020, the Chief Executive Officer of LACMTA terminated the 2003 MCA for several reasons, with the foremost being that the MCA had aged 20 years and was no longer suited for LACMTA's program of projects. The City Mayor's Office acknowledged the termination of the MCA and committed to negotiating a new agreement that strengthens the collaboration between the Parties and covers the breadth of projects delivered by LACMTA.

After LACMTA terminated the MCA, the parties engaged in numerous partnering sessions, facilitation meetings, workshops, focus groups, and negotiations to develop a new MCA that addresses lessons learned and that will support the delivery of LACMTA's upcoming program of transportation projects under a range of delivery methods.

DISCUSSION

The MCA executed in 2003 was limited to rail transit systems and busway transit systems delivered under the design/build delivery method and bound LACMTA to the 1991 MCA for guidance and requirements related to the delivery of design/bid/build of rail transit systems and busway transit systems. LACMTA projects are no longer limited to rail transit systems and busway transit systems and the delivery methods utilized are not limited to design/build or design/bid/build. Therefore, the new MCA will apply to the design and construction of any light rail, heavy rail (including subway), busway, tram, highway, high occupancy toll lanes (including Express Lanes/FasTrak), bike path, active transportation or other forms of transportation or mobility systems that are located within the City, regardless of the project delivery method and contracting and procurement strategy adopted by LACMTA. Over the last three years, the parties participated in a series of meetings and focus groups to discuss project delivery challenges and to address the technical needs and requirements for the new MCA. At the end of the series of facilitated meetings, the parties commenced negotiation of the agreement and have negotiated diligently for the past 12 months.

The agreement memorializes a partnership between LACMTA and the City and a renewed commitment to collaboration and cooperation on the delivery of projects. The new MCA acknowledges LACMTA and the City's shared public policy goals on safety, equity, climate action, cost efficiency and delivering projects in a timely manner. It also focuses on increased transparency between the parties, resourcing and staff capacity, governance and senior leadership engagement, defining the project scope elements earlier in the design development process, refining the process and procedures for submittal and approval periods, and protocols for elevating issues and resolving issues to avoid delayed decisions. The City agrees to assist LACMTA by providing engineering, technical, analytical, and administrative support services, and other services necessary for the successful delivery and implementation of transportation projects. Taken together, the new features of this new MCA are intended to improve cost and schedule performance on all transportation

projects initiated by Metro within the City of Los Angeles.

The proposed MCA with the City has terms and conditions that build upon the approach under other recent cooperative agreements executed, or currently being negotiated, between Metro and other Cities, such as those within the West Santa Ana Branch Corridor, but with additions to address a wider suite of projects on a programmatic basis.

Below is a summary of key terms included in the new MCA. Capitalized terms defined below and not defined in this report have the meaning given in the new MCA.

1. **Scope of Agreement** - Similar to the previous MCA, the City agrees to designate transportation projects as high priority public works projects and to provide LACMTA with expedited review and approval procedures. The new MCA will apply to the design and construction of LACMTA projects, including light rail, heavy rail (including subway), busway and bus supportive infrastructure, tram, highway, high occupancy toll lanes (including Express Lanes/FasTrak, etc.), bike path, active transportation or other forms of transportation or mobility systems delivered under any project delivery method.
2. **Duration of Agreement** - Term of ten years. Parties may request an extension to the Term or enter into a replacement MCA at the end of the term in which the Parties will negotiate in good faith.
3. **Governance** - The agreement establishes an MCA Executive Task Force, a standing task force that will meet quarterly and will, among other matters, review lessons learned, opportunities and challenges, and look-ahead to upcoming transportation projects and long-range resource planning. The Executive Task Force will be comprised of City department General Managers, Executive Directors of the public works bureaus, Assistant General Managers and LACMTA Deputy Chief Planning Officer or Deputy Chief Program Management Officer and Chief Planning Officer or Chief Program Management Officer.
4. **Project Governance** - LACMTA and the City will designate a project liaison responsible for facilitating coordination between the Parties. The City may also appoint a City Project Liaison on a programmatic basis for overall coordination of the transportation projects.
5. **Issue Resolution** - If not resolved at the project working-level, issues will be escalated to the "Level 1 Decision Makers" (Deputy Chief-level for LACMTA; Assistant General Manager or Deputy Chief Engineer for the City) and then to the "Level 2 Decision Makers" (Chief-level for LACMTA; General Manager or Chief Engineer for the City). If a dispute arises that is not resolved through the resolution procedures, either Party may refer the dispute to the alternative dispute resolution.
6. **Early Involvement** - LACMTA and the City will cooperate and coordinate during the Planning & Advanced Conceptual Engineering Phase, including LACMTA and the City each exchanging information, participating in coordination meetings and performing other activities to identify, in a 'Project Definition' document, the scope of rearrangements, the applicable City Standards and other design requirements applicable to those rearrangements for inclusion in the procurement documents released by LACMTA. During this process, the Parties will discuss

the anticipated project schedule and resourcing needs.

7. **Utility Adjustments** - The new MCA sets out procedures for the Parties to cooperate and coordinate to identify utility conflicts and ensure utility owners implement the utility adjustments required to address utility conflicts.
8. **Design** - LACMTA will Design any rearrangements, although the City may, if LACMTA requests, perform some level of Design work (this is anticipated to be the exception). LACMTA will comply with the Design Requirements for Rearrangements, including compliance with the defined City Standards. The new MCA sets out the procedures for submittal of the Designs of Rearrangements to the City and the City's review.
9. **City Standards** - The City agrees not to adopt any new City Standards or amend City Standards for the sole purpose of affecting LACMTA's Transportation Projects. Subject to exclusions set out in the definition of "Betterment", changes to the City Standards after the establishment of the Project Definition of a Transportation Project will be considered a Betterment.
10. **Construction** - LACMTA will be responsible for the Construction of any Rearrangements, although LACMTA may request that the City construct a Rearrangement and/or perform additional Construction work for a Transportation Project. The new MCA sets out Construction requirements for rearrangements or any other Construction work performed in the public right-of-way and procedures for the inspection and acceptance of the Construction of Rearrangements.
11. **Betterments** - In accordance with Federal Transit Administration requirements, all Betterments will be at the cost of the City. The new MCA sets out the procedure for identification, review, and approval of potential Betterments. LACMTA may refuse Betterments that are incompatible with the Transportation Project, do not comply with Applicable Law, or that are requested after establishing the Project Definition.
12. **Special Permitting Process** - LACMTA and the City agree on the design and Construction requirements for Rearrangements of City facilities, agree on the permits that will be waived by the City and any required City fees applicable to transportation projects.
13. **Inspection and Acceptance** - The Parties agree all Rearrangements performed by LACMTA or a LACMTA Contractor will be inspected to ensure the work was performed in accordance with the approved Designs and terms of the of the MCA.

DETERMINATION OF SAFETY IMPACT

The recommended action has no impact on safety.

FINANCIAL IMPACT

There is no change to the current budgeting or funding mechanisms that have supported MCA functions in the past. Funds relevant to city department and bureau services under this MCA shall be provided under yearly LACMTA Board approved Annual Work Plans (AWP). All yearly funds identified within these AWP's shall be adopted through respective project budgets. Since these are multiyear projects, the Project Managers and the Chief Program Management Officer will be responsible for budgeting all yearly costs.

EQUITY PLATFORM

The MCA governs the delivery of all transportation projects that traverse City boundaries. Each approved transportation project is evaluated through LACMTA's Equity Platform framework and focuses on equity outcomes. The MCA acknowledges equity as a shared public policy goal of the parties and includes cultural competency language regarding LACMTA's approach to the implementation of its projects for its contractors.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

This action supports all 5 of Metro's Strategic Plan Goals:

1. Provide high-quality mobility options that enable people to spend less time traveling;
2. Deliver outstanding trip experiences for all users of the transportation system;
3. Enhance communities and lives through mobility and access to opportunity;
4. Transform LA County through regional collaboration and national leadership; and
5. Provide responsive, accountable, and trustworthy governance within the Metro organization.

ALTERNATIVES CONSIDERED

The Board could choose not to approve this recommendation. This alternative is not recommended as this action strengthens the partnership between LACMTA and the City and provides for continuity of City support for Transportation Projects.

NEXT STEPS

Upon Board approval of this recommendation, the City and LACMTA shall execute the MCA and commence training for and implementation of the new processes. In addition, staff is currently in discussions with the Los Angeles Department of Water and Power, who are not a part of this MCA agreement, in regards to entering into a similar Master Utility Cooperation Agreement with a goal of agreement in 2024.

LACMTA and the City also identified the need for a Master Operations and Maintenance Agreement

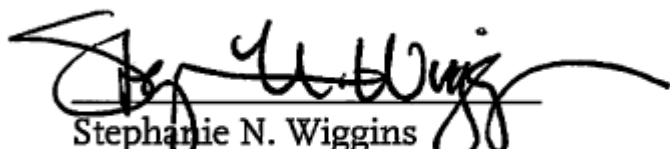
to have clear guidelines (a) for long-term maintenance to ensure the public right-of-way is properly constructed and maintained in a state of good repair, and (b) to provide more certainty related to the review and approval process of LACMTA capital project design plans. While the MCA is complete and ready for consideration by the Board as part of this action, the Operations and Maintenance Agreement remains in active negotiation between LACMTA and the City and is expected to be ready for consideration by the Board by Winter 2023.

ATTACHMENTS

Attachment A - Master Cooperative Agreement between the City of Los Angeles and LACMTA

Prepared by: Michelle McFadden Quinn, Deputy Executive Officer, Program Management
Heather Repenning, Executive Officer, Program Management
Eduardo Cervantes, Executive Officer, Program Management
Brad Owen, Sr. Executive Officer (Interim), Program Management
Mike McKenna, Sr. Executive Officer (Interim), Program Management
Tim Lindholm, Deputy Chief Program Management Officer

Reviewed by: Sameh Ghaly, Chief Program Management Officer (Interim)
James De La Loza, Chief Planning Officer
Conan Cheung, Chief Operations Officer



Stephanie N. Wiggins
Chief Executive Officer

**MASTER COOPERATIVE AGREEMENT FOR THE DESIGN AND
CONSTRUCTION OF TRANSPORTATION PROJECTS**

BETWEEN

THE CITY OF LOS ANGELES

AND

**THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY**

[INSERT DATE]

EFFECTIVE DATE

CONTENTS

ARTICLE	PAGE
1. SCOPE AND DURATION.....	2
2. GOVERNANCE	4
3. PROJECT COORDINATION	9
4. DESIGN.....	19
5. CONSTRUCTION.....	21
6. BETTERMENTS.....	24
7. OPERATION AND MAINTENANCE.....	25
8. REIMBURSEMENT AND CREDITS.....	25
9. INDEMNITY, WARRANTIES AND INSURANCE	28
10. RESOLUTION OF DISPUTES	30
11. MISCELLANEOUS	31
12. DEFINITIONS AND INTERPRETATION	35
EXHIBIT 1 – ROLES AND RESPONSIBILITIES.....	50
EXHIBIT 2 – ISSUE RESOLUTION LADDER.....	55
EXHIBIT 3 – EARLY INVOLVEMENT	59
EXHIBIT 4 – UTILITY ADJUSTMENT PROCEDURES.....	81
EXHIBIT 5 – CITY-PERFORMED PROJECT WORK	84
EXHIBIT 6 - FORMS	87
EXHIBIT 7 - LACMTA SUBMITTAL PROCEDURE.....	96
EXHIBIT 8 – SUPPORT OF EXCAVATION.....	168
EXHIBIT 9 - SPECIAL PERMITTING PROCESS	176
EXHIBIT 10 - INSPECTION AND ACCEPTANCE PROCEDURE	191

This master cooperative agreement for the Design and Construction of Transportation Projects (as more fully defined in Article 12 (Definitions and Interpretation), this "**Agreement**") is entered into by and between the City of Los Angeles (the "**City**"), and the Los Angeles County Metropolitan Transportation Authority ("**LACMTA**").

RECITALS

- (A) The City is a chartered municipal corporation created pursuant to the California State Constitution with all the powers possible for a charter city under the constitution and laws of California, subject only to the limitations contained in the City Charter and Administrative Code or otherwise under Applicable Law. Without limiting the acknowledgement under Section 3.6(a) (Permits), the City's many purposes include, but are not limited to, responsibility for the coordination of any work in the Public Rights-of-Way and the related effects on businesses and residents within the City.
- (B) LACMTA is a public entity created by the California State Legislature pursuant to California Public Utilities Commission ("**CPUC**") 130050.2 et. Seq. as the single successor agency to the Southern California Rapid Transit District and the Los Angeles County Transportation Commission, and as such succeeded to any or all of the powers, duties, rights, obligations, liabilities, indebtedness, bonded and otherwise, immunities, and exemptions of the district and its board of directors and the commission and its governing body.
- (C) The Parties may cooperate under this Agreement, including early involvement activities in accordance with Exhibit 3 (Early Involvement), while the environmental process for a Subject Transportation Project is ongoing and acknowledge that nothing in this Agreement is intended to prejudice the City's right to participate in the environmental review process for Subject Transportation Projects.
- (D) In accordance with its powers, authority and responsibilities, LACMTA plans, designs, builds, operates and maintains Transportation Projects that serve various cities and communities including the City. The Parties intend, by this Agreement, to facilitate the implementation of Subject Transportation Projects (including Rearrangements) located within the City or otherwise subject to the City's jurisdiction. The purpose of this Agreement is to establish a partnership between the City and LACMTA that: (i) ensures the efficient, timely and safe delivery of Subject Transportation Projects in the City through policies and procedures that clearly define the roles and responsibilities of the Parties, including with respect to the Design and Construction of Rearrangements; (ii) defines the manner in which the City and LACMTA are reimbursed or credited for Costs, and (iii) creates a governance structure that fosters a productive relationship between the Parties and that establish procedures for prompt resolution of issues. In addition, the following are shared goals of LACMTA and the City that are intended to help guide the implementation and outcomes of this Agreement:

Safety: Safety is a goal for both Parties to this Agreement. Each Party is committed to ensuring that the public's safety is addressed during and after Construction of the Subject Transportation Projects in the City, ensuring that safety remains the top priority of all staff and contractors, through all stages of Construction and thereafter, of the Subject Transportation Project.

Equity: Public transportation projects advance equity in our region by providing affordable mobility options for all residents. To support equity outcomes, the Subject Transportation Projects should strive to meet local equity objectives informed by the community and transit operators' input and be delivered in a timely manner to increase access to high-quality and affordable mobility options and with consideration of cultural competency. Cultural competency requires awareness of self, reflection on one's own cultural position and potential biases, awareness of others' positions and assumptions, and the ability to interact genuinely and respectfully with others across cultural differences. The execution of cultural competency in the delivery of Subject Transportation Projects involves implementing values and behaviors that enable cross cultural interaction, dialogue, and shared power; tools to respond effectively to diverse environments to remediate systematic denial of resources and opportunities caused by institutional prejudicial practices and policies; and a strategy to establish reciprocal relationships that support trustworthy communication between stakeholders and the community.

Climate Action: Public transportation solutions reduce driving and related greenhouse gas emissions in our region. To support national, state, regional, and local commitments to climate action, it is essential that the Parties remain focused on on-time and expedited delivery of the Subject Transportation Projects, with

consideration of the environmental, economic and social impacts in the delivery of those Transportation Projects.

Cost Efficiency: As stewards of public resources, LACMTA and the City must work together to create efficiencies to reduce the overall cost of the Subject Transportation Projects in order to maximize the value of public funds.

Timeliness: Meeting Transportation Project deadlines is a key metric for success. Some Subject Transportation Projects are or will be grant-funded with specific deadlines; other projects impact local residents and businesses due to Construction activities; and in other cases project costs and associated risks increase with delays. This Agreement is intended to promote and facilitate efficiency and support the timely delivery of the Subject Transportation Projects.

- (E) Except to the extent set out under Section 11.6(d) (Amendments: Entire Agreement) for those Subject Transportation Projects listed in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement), this Agreement is intended to supersede and replace the prior master cooperative agreements entered into by LACMTA and the City: (i) with respect to projects utilizing the design/bid/build method of project delivery, dated September 26, 1991 ("**1991 MCA**"); and (ii) with respect to projects utilizing the design/build method of project delivery, dated January 21, 2003 ("**2003 MCA**") (the 1991 MCA and 2003 MCA, together, the "**Prior Cooperative Agreements**"). By a letter dated September 20, 2020, LACMTA terminated the 2003 MCA on the basis that the terms and conditions of the 2003 MCA would remain in effect until such time as a replacement agreement could be developed. The Parties acknowledge this Agreement as the replacement agreement. LACMTA utilizes and intends to utilize many different Project Delivery Methods to develop and implement its Transportation Projects, including design/bid/build, design/build, progressive design/build, public private partnerships ("**P3**"), and construction manager/general contractor ("**CM/GC**"), and the terms and conditions of this Agreement are intended to support delivery and implementation of the Subject Transportation Projects pursuant to any Project Delivery Method.

In consideration of the mutual covenants of the Parties as set out below, the Parties hereby agree as follows:

1. **SCOPE AND DURATION**

1.1 **Scope of Agreement**

- (a) The City and LACMTA agree to cooperate and coordinate with the other in all activities covered by this Agreement to ensure the safe, efficient, and timely delivery of the Subject Transportation Projects and in furtherance of the shared goals set out in the recitals to this Agreement.
- (b) LACMTA may procure the Design and Construction of its Transportation Projects under multiple procurements and contract packages, utilizing any Project Delivery Method(s) and may self-perform parts of the Design and Construction of a Transportation Project.
- (c) This Agreement will apply to the Design and Construction of any Transportation Project with scope that includes a City-Located Section, regardless of the Project Delivery Method(s) and contracting and procurement strategy adopted by LACMTA to deliver the Transportation Project and regardless of the mode of transport. If LACMTA anticipates utilizing a Project Delivery Method not expressly listed in the definition of Project Delivery Method set out in Article 12 (Definitions and Interpretation), LACMTA will Notify the City, together with supporting information about the Project Delivery Method and the Parties will discuss the Project Delivery Method at: (i) the next meeting of the MCA Executive Task Force following delivery of LACMTA's Notice; and (ii) with reference to any Subject Transportation Project anticipated to utilize that Project Delivery Method, as part of the Early Involvement Procedures for that Subject Transportation Project. If either Party considers that an amendment to this Agreement is required to address the additional Project Delivery Method and the Parties are unable to reach agreement on such amendment, the issue will be escalated in accordance with Exhibit 2 (Issue Resolution Ladder).

- (d) The City agrees to designate each Subject Transportation Project as a high priority public works project, to provide LACMTA with expedited review and approval procedures in connection with Design, Design reviews, permitting, property acquisition, and other authority to be exercised by the City relating to that Subject Transportation Project and/or this Agreement. Further, the City agrees to assist LACMTA by providing engineering, technical, analytical, and administrative support services, and other services necessary for the successful delivery and implementation of a Subject Transportation Project, in each case as authorized under the terms of this Agreement and in the case of City-Performed Project Work, only to the extent mutually agreed in accordance with Section 5.1(b) (Construction responsibilities).
- (e) The Parties have entered into this Agreement to define the applicable procedures and roles and responsibilities and manage the interfaces and allocation of costs between LACMTA and the City, in respect of the Design and Construction of each Subject Transportation Project.
- (f) The terms and conditions of this Agreement shall not be applicable to the rights and obligations of the LADWP or LADBS or of LACMTA in relation to the LADWP or LADBS, with respect to any Transportation Project.
- (g) Where LACMTA is responsible for designing and constructing a project that will be located (in whole or in part) within the City that is not a Transportation Project, the Parties shall use good faith efforts to agree to the procedures, terms and conditions that shall apply to that project. If the Parties are unable to agree to such procedures, terms and conditions, the issue will be escalated in accordance with Exhibit 2 (Issue Resolution Ladder).

1.2 Duration of Agreement

- (a) This Agreement (and all of the rights and obligations under this Agreement) will come into effect on the Effective Date and continue until the day falling ten years after the Effective Date, unless terminated earlier by either Party upon 60-day's prior Notice or extended in accordance with Section 1.2(b) (the "Term").
- (b) Either Party may, at any time during the Term, issue to the other Party a request to extend the Term. Following issuance of a request to extend the Term under this Section 1.2(b), the Parties shall use good faith efforts to agree to an amendment or supplement to this Agreement to extend its Term beyond the Term or to agree to a new master cooperative agreement for the period following the Term.
- (c) The Parties agree that any amendment or supplement to this Agreement to extend the Term or any new agreement entered into in accordance with Section 1.2(b) shall be finalized and documented in accordance with Section 11.6 (Amendments; Entire Agreement).
- (d) Each Party represents and warrants that its designated MCA Representative has the necessary authority to negotiate and bind the Party to any amendment or supplement to extend the Term.
- (e) If, six months prior to the scheduled expiry of the Term, the Parties have not agreed to extend the Term of this Agreement or to enter into a new master cooperative agreement for the period following the Term or upon either Party delivering a Notice of termination, the LACMTA Representative will convene a special meeting of the MCA Executive Task Force to discuss the next steps.
- (f) Unless the MCA Executive Task Force agrees alternative next steps, if this Agreement is terminated or expires and is not replaced:
 - (i) Section 11.12 (Survival) will apply;
 - (ii) any existing Project Definition, Annual Work Plan, and Work Orders agreed with respect to a Subject Transportation Project in the Design or Construction phase will remain in effect until a new master cooperative agreement is agreed by the Parties;

- (iii) if a new Subject Transportation Project is identified, the Parties will mutually agree on the process and procedures that will apply to the new Subject Transportation Project.

2. GOVERNANCE

2.1 Roles and Responsibilities

Each Party agrees to comply with the roles and responsibilities set out in this Agreement, including in Part B (Summary of Roles and Responsibilities) of Exhibit 1 (Roles and Responsibilities) and under the governance procedures set out under this Article 2.

2.2 MCA Representatives

- (a) The City shall designate an individual or individuals who will be responsible for the administration of the Agreement and who shall represent and act for the City in the administration of this Agreement (the "**City Representative**").
- (a) LACMTA shall designate an individual or individuals who will be responsible for the administration of the Agreement and who shall represent and act for LACMTA in the administration of this Agreement (the "**LACMTA Representative**").
- (b) Part A (LACMTA Representative and City Representative) of Exhibit 1 (Roles and Responsibilities) provides initial designations of the City Representative and LACMTA Representative. Either Party may change its designated representative by providing seven days' prior Notice to the other Party.

2.3 MCA Executive Task Force

- (a) The Parties must establish and actively participate in a standing task force for the purpose set out in Section 2.3(c) ("MCA Executive Task Force") consisting of:
 - (i) the City Representative;
 - (ii) the LACMTA Representative;
 - (iii) the Level 1 Decisions Maker(s) from each Party;
 - (iv) the Level 2 Decision Maker(s) from each Party; and
 - (v) such other persons as the Parties may mutually agree for the purposes of the agenda agreed for the meeting.
- (b) Each person referred to in Section 2.3(a) may appoint a suitable delegate to attend in their absence if the Parties mutually agree.
- (c) The purpose of the MCA Executive Task Force is to provide a forum for the Parties to work in partnership to ensure the safe, efficient, and timely delivery of the Subject Transportation Projects and in furtherance of the shared goals set out in Recital (D) of this Agreement, including to:
 - (i) discuss and attempt to resolve in good faith any unresolved issue or difference under this Agreement that has been referred for consideration by the MCA Executive Task Force in accordance with Exhibit 2 (Issue Resolution Ladder);
 - (ii) review lessons learned, opportunities and challenges experienced in the implementation of this Agreement and the roles and responsibilities and procedures set out in this Agreement, including by reference to the shared goals set out in Recital (D) of this Agreement;

- (iii) look-ahead to the upcoming activities and overall schedule for any current and anticipated Subject Transportation Projects (including any not yet formally identified in accordance with Section 3.1(a) (Identification of Subject Transportation Projects) but identified under Measure M or LACMTA's long range planning) and discuss long-range resource planning and agree the Programmatic Resourcing Requirements to support those Subject Transportation Projects, including discussing any need for:
 - (A) an additional City Project Liaison being designated on a programmatic basis as described in Section 2.4(b);
 - (B) additional City resourcing to support the upcoming activities and overall schedule for the current and anticipated Subject Transportation Projects; and
 - (C) particular skillsets or qualifications required for the City to support the current and anticipated Subject Transportation Projects,

The initial Programmatic Resourcing Requirements will be discussed and agreed at the first MCA Executive Task Force held after the Effective Date and will be reviewed and updated by the MCA Executive Task Force annually;

- (iv) discuss ways in which the Parties can work together to coordinate with third parties and stakeholders, including Utility companies, to ensure the safe, efficient, and timely delivery of the Subject Transportation Projects;
 - (v) identify opportunities to improve the implementation of this Agreement and the roles and responsibilities and procedures set out in this Agreement, during the remaining Term, in furtherance of the shared goals set out in Recital (D)(C) of this Agreement;
 - (vi) review, discuss, and agree a programmatic training program as described under Section 2.6(h) (Assigned Personnel);
 - (vii) discuss ways to improve the efficiency of the invoicing procedures; and
 - (viii) any other topics appropriate for discussion by executive leadership.
- (d) The MCA Executive Task Force shall meet (in person or via videoconference or teleconference) at least every three months during the Term, unless the Parties agree otherwise.
 - (e) The LACMTA Representative will convene the meetings of the MCA Executive Task Force and agree to the agenda (together with any additional persons required to attend the meeting for the purposes of that agreed agenda) with the City Representative prior to each MCA Executive Task Force meeting. The chair of the first MCA Executive Task Force meeting will be LACMTA and after that, the chair will alternate between the LACMTA Representative and the City Representative. At either Party's request and if mutually agreed, an independent facilitator will be appointed to attend meetings of the MCA Executive Task Force and to facilitate resolution of matters discussed by the MCA Executive Task Force. The Party chairing the meeting will be responsible for documenting and circulating meeting minutes to the other Party.
 - (f) Any amendments to this Agreement agreed by the MCA Executive Task Force will be documented in accordance with Section 11.6 (Amendments; Entire Agreement).
 - (g) The participation of any City resources in any MCA Executive Task Force meetings, or any preparation or ancillary tasks related to any MCA Executive Task Force meetings, are eligible for reimbursement under Sections 3.3 (Annual Work Plan), 3.4 (Work Orders) and 8.1 (Reimbursements to the City).

2.4 Project Governance

- (a) Each LACMTA Project Description delivered in accordance with Section 3.1 (Identification of Subject Transportation Project), will designate the individual that will fulfil the role of LACMTA Project Liaison for the Subject Transportation Project. Within 20 Working Days of the initial meeting(s) held under Section 1 (Initial Meeting(s)) of Part C (Early Involvement Procedures) of Exhibit 3 (Early Involvement), the City will submit a Form 60 with respect to the City Project Liaison role in accordance with Section 3.4 (Work Orders). Upon receipt of an applicable Work Order authorizing the work to be performed by the City Project Liaison, the City will by Notice designate the individual that will fulfil the role of the City Project Liaison for the Subject Transportation Project. Each of the LACMTA Project Liaison and the City Project Liaison shall fulfil their respective roles and responsibilities as described in Part C (Project Coordination) of Exhibit 1 (Roles and Responsibilities). LACMTA may change the LACMTA Project Liaison and the City may change the City Project Liaison by providing seven days' prior Notice to the other Party. Unless otherwise stated in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement), in the case of any Subject Transportation Projects identified in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement) and in the Design Development phase as of the Effective Date:
 - (i) the LACMTA Project Liaison is identified in that Part A;
 - (ii) the City will submit a Form 60 with respect to the City Project Liaison role within 20 Working Days of the Effective Date; and
 - (iii) LACMTA will issue a Work Order for that City Project Liaison role and the City Project Liaison will commence performance of their role, within 90 days of the Effective Date.
- (b) Taking into account the volume, scale and complexity of the current or anticipated Subject Transportation Projects being delivered, or proposed to be delivered, the Parties may agree that:
 - (i) a single individual will be the City Project Liaison for more than one Subject Transportation Project;
 - (ii) the individual designated as the City Representative will also be designated as the City Project Liaison for one or more Subject Transportation Projects; and/or
 - (iii) an additional City Project Liaison shall be designated on a programmatic basis to oversee and assist the project-specific City Project Liaison(s) in the performance of their roles and responsibilities.
- (c) The LACMTA Project Liaison and the City Project Liaison for a Subject Transportation Project shall develop project-specific communication protocols for that Subject Transportation Project for the purposes of day-to-day management of the applicable Subject Transportation Project. The communication protocols will identify the assigned personnel and agreed methods of communication for a Subject Transportation Project. The communication protocols shall apply at the working-level (comprising the LACMTA Project Liaison, the City Project Liaison, and the relevant LACMTA and City personnel below the level of the Level 1 Decision Makers) and prior to escalation of any issues under Section 2.5 (Issue Resolution).
- (d) Unless the Parties agree to meet more frequently, the applicable Level 1 Decision Makers, LACMTA Project Liaison and City Project Liaison will meet every three months during the Design Phase and the Construction Phase of a Subject Transportation Project to:
 - (i) discuss and attempt to resolve in good faith any unresolved issues under this Agreement with respect to the Subject Transportation Project that have been referred to the Level 1 Decision Makers in accordance with Exhibit 2 (Issue Resolution Ladder);

- (ii) review the 'life of project' resourcing needs of the Subject Transportation Project during the Design Phase and Construction Phase to facilitate the efficient, timely, and safe delivery of the Subject Transportation Project and the current resourcing and assigned personnel and discuss and attempt to resolve any additional or alternative resourcing and personnel needs required to support delivery of the Subject Transportation Project; and
 - (iii) discuss any other lessons learned, opportunities and challenges experienced in the implementation of this Agreement and the roles and responsibilities and procedures set out in this Agreement with respect to that Subject Transportation Project, for communication to the MCA Executive Task Force.
- (e) Each person referred to in Section 2.4(d) may appoint a suitable delegate to attend in their absence if the Parties mutually agree
- (f) In addition to any meetings held under Section 2.4(d), LACMTA and a LACMTA Contractor may, under the applicable LACMTA Contract, convene Project Meetings in relation to particular aspects of a Subject Transportation Project. If invited by LACMTA, the City shall ensure the attendance and active participation of the applicable City Project Liaison (or a delegate) at Project Meetings held with respect to a Subject Transportation Project (including project update meetings, comment resolution meetings, over-the-shoulder review meetings, and construction progress meetings). Any Project Meeting to which the City is invited will be held during normal business hours and upon reasonable notice and shall allow for City participation in person or via videoconference or teleconference. The purpose of inviting the City to participate in Project Meetings is to create greater transparency about the status of a Subject Transportation Project, to discuss potential/issues or concerns involving the City, and explore solutions to those issues or concerns. The Project Meetings are intended to be a space where the attendees can hold candid discussions about the delivery of the Subject Transportation Project without the information that is shared or the discussions being held altering any contractual obligations between attendees. Any Project Meeting attended by the City Project Liaison (or a delegate) is consultative and advisory only and nothing which occurs during any such Project Meeting and no information that is presented during any such Project Meeting will:
- (i) affect the rights or obligations of either Party under this Agreement;
 - (ii) entitle a Party to make any claim against the other;
 - (iii) relieve a Party from, or alter or affect, a Party's liabilities or responsibilities whether under this Agreement or otherwise according to Applicable Law;
 - (iv) prejudice a Party's rights against the other Party whether under this Agreement or otherwise according to Applicable Law; or
 - (v) be construed as a direction by a Party to do or not do anything.

The terms set out in this Section 2.4(f) apply to Project Meetings only and do not limit the City's ability to review, comment, or approve any LACMTA Submittal. Any discussions in a Project Meeting will not amend or modify the Parties obligations under this Agreement. Any solutions identified or changes discussed during Project Meeting must be formalized and documented in accordance with the terms of this Agreement to take effect as a contractual obligation.

- (g) The participation of any City resources in any meetings held under this Section 2.4, or any preparation or ancillary tasks related to any such meetings, are eligible for reimbursement under Sections 3.3 (Annual Work Plan), 3.4 (Work Orders) and 8.1 (Reimbursements to the City).

2.5 Issue Resolution

The Parties shall make good faith efforts to resolve any issues that arise with respect to a Subject Transportation Project. Issues that arise under this Agreement with respect to a Subject Transportation

Project that cannot be resolved at the working-level pursuant to the agreed communication protocols for that Subject Transportation Project, will be escalated by the Parties for resolution in accordance with the issue resolution ladder set out in Exhibit 2 (Issue Resolution Ladder) and if unresolved in accordance with the issue resolution ladder, may be referred to the dispute resolution procedures under Article 10 (Resolution of Disputes).

2.6 **Assigned Personnel**

- (a) The Parties agree that in order to facilitate the efficient, timely, and safe delivery of Subject Transportation Projects, each Party will use good faith efforts to maintain continuity of assigned personnel to support a Subject Transportation Project where reasonably practicable, including as follows:
 - (i) individuals assigned to a task with respect to a Subject Transportation Project shall remain assigned to that task until its complete; and
 - (ii) individuals assigned to perform Design reviews for a Subject Transportation Project remain assigned to that task throughout the Design Phase of the Subject Transportation Project.
- (b) LACMTA will allocate the personnel and resources necessary to perform its obligations under this Agreement.
- (c) Each Reviewing Department shall be responsible for submitting budget requests to the Office of the Mayor for the Mayor's Office proposed budget to request the:
 - (i) amount of funding required to hire full-time equivalents or consultants consistent with the Programmatic Resourcing Requirements to perform the services required under this Agreement;
 - (ii) position authority to hire full-time equivalents to satisfy the obligations under this Agreement; and
 - (iii) number of positions required (whether identified as funded or unfunded in the proposed budget) to meet the City's obligations under this Agreement.
- (d) LACMTA shall provide the City with a letter of support for the Programmatic Resourcing Requirements identified by the MCA Executive Task Force to support the Reviewing Departments budget requests submitted to the Office of the Mayor for inclusion in the Mayor's proposed budget for full time equivalents or funding for a bench of consultants to perform services for Subject Transportation Projects as required under this Agreement.
- (e) If the City's Office of City Administrative Officer requires additional information from Reviewing Departments or LACMTA regarding the budgetary requests, the MCA Executive Task Force shall be convened to discuss and prepare the additional information required to ensure approval of the budgetary requests.
- (f) Subject to LACMTA agreeing to the reimbursement of the cost of the applicable resources in accordance with Section 3.3 (Annual Work Plan) and Section 3.4 (Work Orders), the City will allocate the personnel and resources necessary to perform its obligations under this Agreement.
- (g) If either Party experiences issues with the adequacy of resourcing or performance of any assigned personnel, the Parties will first seek to resolve the issue at the working level and if resolution cannot be reached, then the issue may be escalated under Section 2.5 (Issue Resolution).
- (h) Within 90 days of the Effective Date, LACMTA and the City will jointly prepare a rolling program of training for LACMTA and City personnel covering Project Delivery Methods, Design Development, procedures under this Agreement, lessons learned, and any other topics that the Parties mutually

agree would be beneficial to support the ongoing implementation of this Agreement. The training program will be reviewed and updated annually. The initial training program, and each annual update to the training program, will be presented to and reviewed by the MCA Executive Task Force. Once mutually agreed, the Parties will implement the training program, including ensuring that all required personnel attend and actively participate in the training. The programmatic training program agreed under this Section 2.4 may also be supplemented by project-specific training if agreed by the Parties as part of the Early Involvement Procedures or process for agreeing an Annual Work Plan. The participation of City resources in training under this Section 2.4, and any preparation or ancillary tasks related to any such training, are eligible for reimbursement under Sections 3.3 (Annual Work Plan), 3.4 (Work Orders) and 8.1 (Reimbursements to the City).

2.7 Subcontracting

- (a) The City acknowledges and agrees that LACMTA may: (i) engage LACMTA Contractor(s) to carry out Design and Construction work with respect to a Subject Transportation Project including the Design and/or Construction of Rearrangements; and (ii) in each LACMTA Contract, require the LACMTA Contractor to comply with certain of LACMTA's obligations under this Agreement, provided in each case that nothing in this Agreement will create any contractual relationship between the City and any LACMTA Contractor and in accordance with Section 11.11 (Limitation on Third Party Beneficiaries), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the City toward, any LACMTA Contractor. LACMTA will remain responsible to the City for the acts and omissions of a LACMTA Contractor that is performing a LACMTA obligation under this Agreement.
- (b) LACMTA acknowledges and agrees that the City may: (i) engage City Contractor(s) to carry out work or scope of activities or services required to be performed by the City under a Work Order pursuant to this Agreement; and (ii) in the applicable City Contract, require the City Contractor to comply with this Agreement, provided in each case that nothing in this Agreement will create any contractual relationship between LACMTA and any City Contractor and in accordance with Section 11.11 (Limitation on Third Party Beneficiaries), nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the LACMTA toward, any City Contractor. The City will remain responsible to LACMTA for the acts and omissions of a City Contractor that is performing a City obligation under this Agreement.
- (c) Any City Contractor(s) engaged by the City to perform work or scope of activities or services required to be performed by the City under this Agreement must comply with any governmental and lender requirements notified to the City in accordance with Section 3.9 (Governmental and Lender Requirements), all Applicable Labor Laws and all other Applicable Law and the City shall ensure that such requirement is included in the applicable City Contract(s) and shall otherwise cooperate with LACMTA and take such actions as LACMTA may reasonably request to ensure such compliance.

3. PROJECT COORDINATION

3.1 Identification of Subject Transportation Projects

- (a) Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement) lists those Subject Transportation Projects that have been identified prior to the Effective Date and to which this Agreement will apply in accordance with Section 11.6 (Amendments; Entire Agreement). Each additional Subject Transportation Project will be identified as part of the Annual Work Plan or Work Order process or by Notice by LACMTA. LACMTA will provide the City with the anticipated details of each such additional Subject Transportation Project by delivering a LACMTA Project Description in the form set out in Part B (Form of LACMTA Project Description) of Exhibit 3 (Early Involvement).
- (b) The Parties acknowledge and agree that notwithstanding delivery of a LACMTA Project Description:
 - (i) LACMTA may:

- (A) elect not to proceed with; or
 - (B) amend or supplement the scope and/or the Project Delivery Method and contracting and procurement strategy, schedule and other details for, a Subject Transportation Project identified in the LACMTA Project Description; and
- (ii) in the case of any Subject Transportation Project notified to the City prior to receipt of the applicable environmental approval:
 - (A) performance by either Party of its obligations under this Agreement, including under Section 3.2 (Early Involvement and Procurement) shall not in any manner limit the independent evaluation and full discretion that LACMTA (in conjunction with any joint lead agencies) will exercise in conducting environmental review, preparing environmental documents for the Subject Transportation Project and choosing a no-action alternative for the Subject Transportation Project, nor does it predetermine the outcome of the environmental process; and
 - (B) LACMTA (in conjunction with any joint lead agencies) retains exclusive control and decision-making authority over the identification of preferred alternatives for the Subject Transportation Project for the purpose of the environmental approval process.
- (c) LACMTA shall promptly notify the City of any election not to proceed with a Subject Transportation Project and shall promptly notify the City of any changes or additions to its contracting and procurement strategy or to the scope of a Subject Transportation Project that has or is reasonably likely to have an impact on the scope, schedule, or roles and responsibilities for the City-Located Section of that Subject Transportation Project. Any proposed changes to the then current Annual Work Plan and any Work Orders as a result of any change notified under this Section 3.1(c) shall be subject to LACMTA's review and approval in accordance with Section 3.4(g) (Work Orders).

3.2 Early Involvement and Procurement

- (a) Unless LACMTA and the City agree that the Early Involvement Procedures will not apply to a Subject Transportation Project, the Early Involvement Procedures shall apply to each Subject Transportation Project identified through the Annual Work Plan or Work Order process and to any other Subject Transportation Project identified in accordance with Section 3.1. In the case of those Subject Transportation Project identified to the City prior to the Effective Date and listed in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement), the Early Involvement Procedures will apply only as indicated in that Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement).
- (b) LACMTA and the City will cooperate and coordinate during the Planning & Advanced Conceptual Engineering Phase including LACMTA and the City each exchanging information, participating in coordination meetings and performing the other steps and activities set out in Part C (Early Involvement Procedures) of Exhibit 3 (Early Involvement) in order to:
 - (i) review and identify the scope of Rearrangements as part of establishing the Project Definition and prior to release by LACMTA of Procurement Documents for the Design and/or Construction work associated with a Subject Transportation Project and thereby minimize the risk of delays, change orders and other unforeseen costs after award;
 - (ii) confirm the applicable City Standards and any other applicable City criteria, specifications, and requirements, that will inform the development of the Procurement Documents associated with any Rearrangements. The purpose is to clearly define the City Standards and criteria, specifications, and requirements that will apply to the identified Rearrangements based on the scope and Advanced Conceptual Engineering and any other Design Documentation provided to the City and that will be incorporated into the applicable Procurement Documents and used to perform Design reviews;

- (iii) assist LACMTA in identifying Utility Adjustments and enable the Parties to plan for and commence the procedures under Section 3.8 (Utility Adjustments) in a timely manner;
 - (iv) provide the City with an opportunity to review and comment on the anticipated schedule for the Subject Transportation Project and enable the Parties to plan for resourcing needs during the Design Phase and Construction Phase of the Subject Transportation Project; and
 - (v) identify and plan for coordination of anticipated Adjacent Work in accordance with Section 3.7 (Coordination of Work).
- (c) Prior to the end of the Planning & Advanced Conceptual Engineering Phase of a Subject Transportation Project and in any case prior to advertisement of the Procurement Documents for that Subject Transportation Project, the updated project details and the agreements reached during the Early Involvement Procedures will be documented in a Project Definition for that Subject Transportation Project in accordance with Section 3.11 (Establishing the Project Definition) of Part C (Early Involvement Procedures) of Exhibit 3 (Early Involvement) provided that:
- (i) LACMTA acknowledges that the Design provided to the City under the Early Involvement Procedures may be limited to Designs prepared under Advanced Conceptual Engineering and that the City may have new comments on subsequent Design submittals during Design Development as a consequence of new Design information disclosed during Design Development or Design changes made by LACMTA or a LACMTA Contractor after establishment of the Project Definition; and
 - (ii) if the Project is not awarded by LACMTA following the date of the advertisement of the Procurement Documents for a period of two years: (A) the City will have the option to review and update the date of applicable City Standards, if any new City Standards have been adopted and made publicly available since the date of the advertisement of the Procurement Documents. The City will not be responsible for impacts to the Subject Transportation Project due to the change; and (B) LACMTA and the City will review the Project Definition and may agree to amendments to the Project Definition to reflect any impacts to that Rearrangement arising from that delay or from any further Design Development performed since the then current Project Definition was finalized and agreed.
- (d) LACMTA will rely on the Project Definition to prepare and advertise the applicable Procurement Documents for the Subject Transportation Project. If, in accordance with Section 3.2(a), the Early Involvement Procedures do not apply to a Subject Transportation Project, LACMTA will nevertheless submit for City review the draft scope, criteria, specifications, and requirements for the proposed Rearrangements for a Subject Transportation Project that are intended to be included in the Procurement Documents for the Subject Transportation Project. Together with such submission, LACMTA will submit to the City for approval a table of any requested deviations from any City Design or Construction requirements. The City will review such draft scope, criteria, specifications, and requirements for conceptual compliance with the City Standards and otherwise for compliance with this Agreement and the requested deviations and will provide comments to LACMTA within the LACMTA Submittal Review Period and in accordance with Exhibit 7 (LACMTA Submittal Procedure). The Parties will discuss in good faith and resolve comments submitted by the City and mutually agree to the scope, criteria, specifications, and requirements for Rearrangements (including any deviations from any City Design or Construction requirements) to be included in the Procurement Documents.
- (e) If, following the advertisement of the Procurement Documents for a Subject Transportation Project, any amendments to the Procurement Documents are proposed to the scope, criteria, specifications, and requirements for the proposed Rearrangements for the Subject Transportation Project included in the Procurement Documents as a result of requests for clarification or otherwise, LACMTA will submit those proposed amendments for City review. The City will review such proposed amendments for conceptual compliance with the City Standards and otherwise for compliance with this Agreement and provide comments to LACMTA within a shortened review period of five Working Days and otherwise in accordance with Exhibit 7 (LACMTA Submittal Procedure).

- (f) Any support and/or services provided by the City under the provisions of this Section 3.2, are eligible for reimbursement under Sections 3.3, 3.4 and 8.1 (Reimbursements to the City) provided that no reimbursements to the City will be made for:
 - (i) performance of its obligations as a responsible agency or cooperating agency (as applicable) for the purposes of the environmental review and approval process for a Subject Transportation Project; or
 - (ii) unless otherwise approved in the Annual Work Plan and Work Order issued by LACMTA, performance of any other activities, work and services performed during the Planning & Advanced Conceptual Engineering Phase falling within any of the categories of "non-reimbursable tasks" set out in Part D (Reimbursable and Non-Reimbursable Tasks) of Exhibit 3 (Early Involvement).

3.3 Annual Work Plan

- (a) At the beginning of each LACMTA Fiscal Year, the Parties will review the Project Schedule and the 'life of project' resourcing needs to facilitate the efficient, timely, and safe delivery of each Subject Transportation Project through its Design Phase and Construction Phase and will commence the Annual Work Plan process for the next LACMTA Fiscal Year. LACMTA and the City will cooperate to develop an agreed Annual Work Plan for each Subject Transportation Project that will require the City to perform work pursuant to this Agreement for each LACMTA Fiscal Year during the Term in which such work for that Subject Transportation Project is to be performed, in accordance with the following provisions:
 - (i) not later than each July 31 (or in the case of the first partial Fiscal Year applicable to a Subject Transportation Project, no later than 30 days after a LACMTA Project Description for that Subject Transportation Project is delivered in accordance with Section 3.1 (Identification of Subject Transportation Projects)), LACMTA will provide Preliminary Projections to the City for the upcoming LACMTA Fiscal Year for each Subject Transportation Project;
 - (ii) within 30 days after the City's receipt of the Preliminary Projections from LACMTA, the City shall submit a preliminary annual work plan to LACMTA for the upcoming LACMTA Fiscal Year, which will include an estimate of the Costs for the anticipated work for which the City is eligible for reimbursement, and the personnel resources (including any City Contractors) anticipated to be required to perform the anticipated work;
 - (iii) promptly and in any event within 15 Working Days after LACMTA receives the preliminary annual work plan from the City pursuant to Section 3.3(a)(ii), LACMTA will schedule a meeting with the City to review the preliminary work plan and negotiate in good faith such issues as are necessary in order for LACMTA to provide the City with a letter of support for the City budget process by September 30. This will include discussion of: any additional project-specific training that may be required to supplement the programmatic training agreed under Section 2.6(h) (Assigned Personnel); and any additional consultant resources that may be engaged through the use of City Contractors, to mitigate the risk of delay in performing the work plan and ensure that the City has sufficient access to any particular skill-sets or qualifications required to perform the anticipated work for the Subject Transportation Project;
 - (iv) not later than January 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the Subject Transportation Project, no later than 60 days upon receipt of the preliminary annual work plan submitted by the City), LACMTA shall deliver to the City updated information regarding the scope of activities and services for the upcoming LACMTA Fiscal Year for each Subject Transportation Project;
 - (v) not later than February 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the Subject Transportation Project, no later than 30 days upon receipt of the updated information regarding the scope of activities and services from LACMTA), City

departments/bureaus shall submit a Form 60 to LACMTA for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 3.4 (Work Orders); and

- (vi) not later than March 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the Subject Transportation Project, no later than 30 days upon receipt of the applicable Form 60 from the City under Section 3.3(a)(v)), the Parties shall negotiate in good faith and agree (subject to LACMTA board approval where applicable) each Form 60 submitted by the City under Section 3.3(a)(v) for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 3.4 (Work Orders); and
 - (vii) not later than May 1 (or in the case of the first partial LACMTA Fiscal Year applicable to the Subject Transportation Project, no later than 60 days following conditional agreement under Section 3.3(a)(vi)), LACMTA will obtain any and all board approvals required and authorize and issue the Work Order for all the anticipated work, activities, and services for the upcoming LACMTA Fiscal Year in accordance with Section 3.4 (Work Orders). Authorization of that Work Order will be deemed as agreement of the annual work plan for the Subject Transportation Project for the upcoming LACMTA Fiscal Year (each such agreed annual work plan for a Subject Transportation Project, an "**Annual Work Plan**").
- (b) This Section 3.3 does not limit the ability of the Parties to agree to additional Work Orders under Section 3.4 (Work Orders) during the applicable LACMTA Fiscal Year with respect to any work, activities or services required to be performed by the City under this Agreement that are not anticipated under the Annual Work Plan and not already authorized through a Work Order. The City Project Liaison shall coordinate with each City department to ensure any Form 60 submitted to LACMTA under this Section 3.3 is submitted in accordance with the time periods as set out in this Section 3.3.
 - (c) Any Annual Work Plan for a Subject Transportation Project identified in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement) shall remain applicable for the current LACMTA Fiscal Year and any new obligations of the Parties created under this Section 3.3 with respect to that Subject Transportation Project shall commence with the Annual Work Plan for the next LACMTA Fiscal Year.
 - (d) The services performed by the City in preparing Annual Work Plans under the provisions of this Section 3.3, are eligible for reimbursement under this Section 3.3 and Sections 3.4 (Work Orders) and 8.1 (Reimbursements to the City).

3.4 **Work Orders**

- (a) If the City will be performing work and services under the provisions of this Agreement (including for completion and closeout activities to prior to issuing a Statement of Completion for a Subject Transportation Project), the City shall promptly submit a Form 60 to LACMTA to estimate the total effort and Costs for which the City shall require reimbursement with respect to an annual work plan under Section 3.3(a)(v) (Annual Work Plan) or a specific scope of work (as applicable).
- (b) Where the City agrees to procure or perform City-Performed Project Work, the City will submit a separate Form 60 for the agreed upon work, together with the agreed schedule for the performance of that work, in accordance with Exhibit 5 (City-Performed Project Work). If the City procures outside labor services or uses City-construction forces to perform the City-Performed Project Work, LACMTA may be required to execute a separate funding agreement with the City department/bureau responsible for the agreed upon services, in addition to the signed Work Order. LACMTA acknowledges each City department/bureau must execute a separate funding agreement prior to the commencement of City-Performed Project Work.

- (c) If LACMTA approves a Form 60 submitted by the City without requiring any changes or additions, LACMTA will issue a signed Work Order to the City for the agreed upon Annual Work Plan or specific scope of work (as applicable).
- (d) If LACMTA requests changes or additions (including any additional or supplemental provisions) to a Form 60 submitted to it by the City with respect to a scope of work under Section 3.4(a) prior to issuing a Work Order, the Parties shall negotiate in good faith such changes or additions. Upon the Parties agreement of any such changes or additions: (i) LACMTA will issue a signed Work Order to the City for the applicable Annual Work Plan or scope of work (as applicable), with the agreed changes or additions; and (ii) following receipt of that Work Order, the City must document its acceptance of the agreed changes or additions to the applicable Form 60 within ten Working Days by counter-signing the Work Order or otherwise by written acceptance by the City Representative, in each case followed by the commencement of the work authorized under that Work Order. Nothing in this Section 3.4(d) shall prohibit LACMTA from approving a Form 60 under this Section 3.4 in part or the Parties from agreeing a Form 60 in part, in which case LACMTA will issue a Work Order authorizing the City to commence the approved or agreed part of the scope of work in accordance with this Section 3.4. The City will commence the part of the work that is so authorized in that Work Order (or upon execution of a separate funding agreement, where a separate funding agreement is required under this Section 3.4) and the Parties will continue to negotiate in good faith the scope of work that remains to be approved or agreed, with escalation under Section 2.5 (Issue Resolution) as needed.
- (e) Each Work Order issued by LACMTA to the City in accordance with this Agreement shall specify (within the Work Order or by attachment of an Annual Work Plan and related Form 60, where applicable): the work authorized to be performed and any materials or equipment to be acquired; the amount of money that the City will be reimbursed for the authorized work as agreed under the applicable Form 60; and a schedule, including the estimated start and end dates for the authorized work. LACMTA acknowledges City departments/bureaus may require a separate funding agreement to procure materials and hire City Contractors or use City-construction forces to perform the City-Performed Project Work. The City is not responsible for any delays or project impacts that result from LACMTA's delay in issuing a Work Order to the City following the City's proper and timely submission of a Form 60 in accordance with this Agreement.
- (f) Subject to Section 3.4(h), the City shall not be obliged nor authorized to do any work and shall not be paid, credited or reimbursed for costs or expenses associated with any work performed in connection with a Subject Transportation Project or otherwise under the provisions of this Agreement, that is not authorized by a Work Order (including any modifications to that Work Order authorized in accordance with this Section 3.4).
- (g) Subject to Section 3.4(h), any proposed change to a Work Order issued under this Agreement shall be submitted in writing to LACMTA for its prior approval and if the change includes a proposed adjustment to total effort and Costs for the work under the Work Order, shall be submitted together with an updated Form 60 reflecting the proposed change. LACMTA must promptly and without delay (and in any case within 20 days of submittal by the City in accordance with this Section 3.4(g)) review the proposed change to the Work Order and notify the City in writing of its approval and subsequently issue a signed Work Order modification to the City via email address, DOT.MTAWorkOrderAuthorization@lacity.org and copy each respective City department or rejection of the proposed change. If the proposed change is approved by LACMTA in writing in accordance with Section 11.1 (Approvals: Further Documents and Actions), LACMTA must email the signed Work Order modification to DOT.MTAWorkOrderAuthorization@lacity.org and copy each respective City department/bureau.
- (h) In the event of an emergency or immediate risk to health and safety where mitigation activities are required to be taken immediately and without time for prior approval, LACMTA will not unreasonably withhold a reimbursement for activities performed by the City to mitigate that immediate risk, whether or not expressly authorized under a Work Order in place at the time, provided that the change shall be confirmed in writing in accordance with Section 3.4(g) within three days of the commencement of such mitigation activities.

- (i) If the LACMTA decides not to proceed with a Subject Transportation Project, LACMTA may terminate any Work Order at any time at its sole discretion, provided that the City will be entitled to reimbursement in accordance with this Agreement for Costs, if any, already incurred.
- (j) LACMTA shall reimburse the City for the services and activities performed in accordance with Exhibit 10 (Inspection and Acceptance Procedure). LACMTA shall not unreasonably withhold issuance of a Work Order authorizing the City to perform inspection, acceptance, and closeout activities with respect to a Subject Transportation Project required in accordance with Exhibit 10 (Inspection and Acceptance Procedure).
- (k) The City shall promptly notify LACMTA if at any time it anticipates:
 - (i) exceeding approximately 75% of the total estimated labor Costs under any Work Order within the next 60 days;
 - (ii) that the total labor Costs under any Work Order will be in excess of approximately 10% greater than previously estimated Costs; or
 - (iii) for City-Performed Project Work, that the estimated finishing date will be later than the date stated in the Work Order,

and shall request an amendment to such Work Order pursuant to Section 3.4(g).

3.5 **Project Schedule**

- (a) The City agrees to cooperate and coordinate with LACMTA in accordance with the provisions of this Agreement and to allocate sufficient staff and other resources necessary to perform its work under this Agreement in accordance with the review periods and timelines identified in this Agreement. If the City determines that additional personnel or other resources (including through the use of City Contractors) are required to mitigate the risk of delay in performing its obligations within the agreed review periods and timelines, the City shall raise this at the next meeting held under Section 2.4(d) (Project Governance) and may submit a proposed change to a Work Order in accordance with Section 3.4(g).
- (b) As described in Section 1.2 (Preparation and Submission of Design Documentation) of Exhibit 7 (LACMTA Submittal Procedure), LACMTA and the applicable LACMTA Contractor will consult with the City in defining a schedule for submission of Packages to the City during the Design Phase of each Subject Transportation Project. As it relates to City-Performed Project Work, the Parties will mutually agree to a schedule as set out in Section 1.3 of Exhibit 5 (City-Performed Project Work).
- (c) Subject to Section 11.10 (Force Majeure), if the City fails to meet a deadline or schedule established in this Agreement or in the applicable Annual Work Plan or Work Order for Design, Construction or any other activity, LACMTA must demonstrate to the City that this failure: (i) constitutes an adverse impact to the cost of the applicable Subject Transportation Project; and (ii) directly results in a delay to LACMTA's Construction contract's critical path work. Then, City shall be responsible for all actual documented costs and expenses incurred by LACMTA arising out of such delay. LACMTA's notice to the City must also address City's review comments, City's request for information, and any other City notices previously delivered to LACMTA with respect to the Design and/or Construction of the Subject Transportation Project. City shall pay LACMTA the amount due pursuant to this Section 3.5(c) within 90 days after receipt of demand, accompanied by necessary data to document the costs incurred. If LACMTA and City agree, LACMTA may deduct the amount due from City to LACMTA pursuant to this Section 3.5(c) from payment (or payments, if necessary) next due to City under this Agreement.
- (d) Without limiting any other rights under this Section 3.5, if: (i) the City fails to carry out City-Performed Project Work mutually agreed by the Parties; or (ii) LACMTA reasonably determines that the City will be unable to timely complete such City-Performed Project Work, LACMTA may, by Notice to the City,

suspend the affected element of the City's work and LACMTA may perform the remaining work, subject to the City's approval and inspection processes where City Facilities are involved. If LACMTA takes over work in accordance with this Section 3.5(d), the City shall cooperate and assist LACMTA in accordance with the provisions of this Agreement. LACMTA shall be responsible for any costs incurred by the City in accordance with an Annual Work Plan or Work Order, up to the point that LACMTA chooses to suspend the City's work.

- (e) To the extent a failure by LACMTA to perform its work and obligations in accordance with the review periods and timelines identified in this Agreement and any Annual Work Plan or any Work Order results in a delay to the performance of the City's work under this Agreement, the City will be entitled to an equivalent extension to the affected deadline and any other relief expressly contemplated under this Agreement or the applicable Annual Work Plan or Work Order.
- (f) In relation to a Subject Transportation Project, the following will not be considered a delay caused by the City:
 - (i) LACMTA fails to respond following submission by the City of a Form 60 in accordance with Sections 3.4(a) and (b) (Work Orders);
 - (ii) LACMTA and the applicable LACMTA Contractor fail to consult with the City in defining a schedule for submission of Packages to the City for the Subject Transportation Project as required in Exhibit 7 (LACMTA Submittal Procedure);
 - (iii) following receipt of City comments to a LACMTA Submittal in accordance with this Agreement, LACMTA or the applicable LACMTA Contractor fail to incorporate the City's comments upon the first re-submittal or respond with how the City's comments will be addressed in a future LACMTA Submittal;
 - (iv) LACMTA or the applicable LACMTA Contractor request that the City review and provide comments to a LACMTA Submittal in a shorter time period than the LACMTA Submittal Review Period or fail to properly account for the LACMTA Submittal Review Period in the Project Schedule;
 - (v) LACMTA or the applicable LACMTA Contractor submit an incomplete LACMTA Submittal as defined in Exhibit 7 (LACMTA Submittal Procedure);
 - (vi) LACMTA or the LACMTA Contractor fail to adhere to the applicable Project Schedule or there is a concurrent delay pursuant to which for the same period of time where there is a City delay in the performance of any work under this Agreement, LACMTA or the LACMTA Contractor have caused their own delay to the Project Schedule; and
 - (vii) new conditions or changes to the Subject Transportation Project that require additional City resources to conduct additional reviews or perform additional work that have not been authorized under an Annual Work Plan or a Work Order.

3.6 Permits

- (a) Pursuant to Applicable Law, LACMTA is not subject to zoning, building or design review, or construction permitting ordinances of the City when constructing its Subject Transportation Project in the Public Rights-of-Way.
- (b) Without prejudice to Section 3.6(a) (Permits), the Parties agree that the following will apply with respect to any Subject Transportation Projects:
 - (i) the Designs for any Rearrangements for a Subject Transportation Project will be submitted to the City for review in accordance with Section 4.3 (Design Review Procedure);

- (ii) a Special Permitting Process as set out in Exhibit 9 (Special Permitting Process) shall be utilized by the Parties to expedite City review of work performed by LACMTA or a LACMTA Contractor for Subject Transportation Projects in the Public Rights-of-Way, and expressly waive certain permit fees, bonds and insurance requirements;
 - (iii) except for Cost reimbursement expressly provided under a Work Order and the insurance requirements under Section 9.3 (Insurance), the City shall waive the payment of fees for the permits identified in Exhibit 9 (Special Permitting Process). LACMTA or LACMTA Contractor shall be responsible for the payment of certain fees and charges as set out in Exhibit 9 (Special Permitting Process).
 - (iv) LACMTA or LACMTA Contractor shall not be responsible for the posting of bonds or [insurance] for excavation as set out in Article 9 (Indemnity, Warranties and Insurance);
 - (v) LACMTA shall obtain (or shall ensure that the applicable LACMTA Contractors obtain) any permits required under Exhibit 9 (Special Permitting Process) and shall comply (and shall ensure that the applicable LACMTA Contractors comply) with any conditions set out in Exhibit 9 (Special Permitting Process);
 - (vi) the Special Permitting Process as set out in Exhibit 9 (Special Permitting Process), including the City Design and Construction requirements set out in Exhibit 9 (Special Permitting Process), shall not be amended or supplemented except by mutual agreement of the Parties; and
 - (vii) any processing procedures or timelines for permits required under this Agreement shall be consistent with the terms and conditions set out in this Agreement and will be streamlined as necessary to assist in the timely delivery of the Subject Transportation Project in accordance with the Project Schedule for the Subject Transportation Project.
- (c) If LACMTA requests and the services are agreed and authorized under a Work Order, the City will provide reasonable assistance to LACMTA and the LACMTA Contractors in relation to any application by LACMTA or a LACMTA Contractor for a Governmental Approval or other Governmental Entity or third party approval relating to or arising from, the Design or Construction of the City-Located Section of a Subject Transportation Project.
 - (d) Unless otherwise agreed between LACMTA and the City, LACMTA may prepare, subject to concurrence by the City (which concurrence may not be unreasonably delayed or withheld), plans and applications for the establishment of street and pedestrian crossings with LACMTA's rail transit tracks, their subsequent maintenance or alteration and their operation, for submission to the CPUC. To the extent required by Applicable Law, the state fire marshal and the City fire department shall review such plans and specifications and perform inspections as needed throughout the Construction of the City-Located Section of any applicable Subject Transportation Project.

3.7 **Coordination of Work**

- (a) Except in the case of Adjacent Work required as a result of an emergency (which notification and coordination may occur as soon as reasonably practicable after the occurrence of the emergency), the City utilizes the Public Way Reservation System ("PWRS"), ZI-1117 process and the Major Transit and Transportation Construction Traffic Management Committee ("TCTMC") to coordinate proposed or planned Adjacent Work and will coordinate the design and performance of any Adjacent Work with LACMTA so that such Adjacent Work shall minimize disruption or delay to the Design and Construction of a Subject Transportation Project including by complying with the provisions of this Section 3.7. When a Subject Transportation Project occupies a street segment for more than six months, LACMTA shall cooperate to allow new, unrelated facilities to perform their installations, so long as the Subject Transportation Project will not be delayed. LACMTA shall not unreasonably withhold access to the work zone.

- (b) LACMTA has established with the City a ZI-1117 permit process; to identify existing or proposed transportation facilities and require projects within the LACMTA project limits to obtain LACMTA concurrence prior to final plan sign-off. LACMTA shall have the right to final permit sign-off. LACMTA has the right to refuse to allow such construction, which directly impacts an existing transportation facility or the construction of a Subject Transportation Project. Further, should LACMTA determine that a proposed, new City Facility or other Adjacent Work that is not related to nor required because of a Subject Transportation Project, will delay or otherwise conflict with the construction of a Subject Transportation Project or any part of it, LACMTA has the right to condition the installation of such City Facility or other Adjacent Work upon such relocation, modifications, and/or scheduling adjustments as are mutually agreed to between the City and LACMTA. LACMTA shall allow the City or a City Contractor to access existing City Facilities to perform emergency repairs provided that the City and the City Contractor shall comply with the Rail Operations Track Allocation Procedure (as applicable) and with any site access and work health and safety policies and procedures applicable to the area being accessed. This Section 3.7 shall not apply to Rearrangements performed as part of a Subject Transportation Project.
- (c) Upon request from LACMTA, the City will establish a 'Major Transit and Transportation Construction Impact Area'. LACMTA shall designate a representative to interface with the TCMTC to assist with resolving coordination efforts with a third party performing any Adjacent Work or City Construction Work.
- (d) With the assistance of the City, LACMTA shall request a PWRS user account from BOE to ensure that any geographic information system mapping file depicting the intended alignment of a Subject Transportation Project is uploaded to the City's PWRS (or any equivalent successor program) for the purposes of putting third party developers or contractors on notice of the need to notify LACMTA of planned Adjacent Work. LACMTA is responsible for keeping the project information in PWRS up to date to ensure coordination with other planned activities within the Public Rights-of-Way.

3.8 Utility Adjustments

- (a) LACMTA and the City will cooperate and coordinate in performing the steps necessary to ensure that applicable Utility owners implement the Utility Adjustments necessary to address Utility Conflicts that will impact the City-Located Section of a Subject Transportation Project in a timely manner, including LACMTA and the City each exchanging information, participating in coordination meetings, coordinating in the issuance of notices to Utility owners requesting a Utility Adjustment, and performing the other steps and activities set out in Exhibit 4 (Utility Adjustment Procedures).
- (b) Any Utility Adjustments performed for a Subject Transportation Project shall comply with the applicable City Standards and Utility owner standards. If there is a conflict between the City Standards and Utility owner standards, the Parties shall use good faith efforts to agree to a resolution at the working level and if the Parties are unable to agree, the issue shall be escalated for resolution in accordance with Exhibit 2 (Issue Resolution Ladder).
- (c) LACMTA, with the support of the City as necessary, shall coordinate in executing the necessary documents for each step set out in Exhibit 4 (Utility Adjustment Procedures).
- (d) The determination of whether LACMTA or a Utility owner is responsible for the cost of a Utility Adjustment shall be a matter solely for LACMTA and the applicable Utility owner to resolve.
- (e) The services performed by the City under the provisions of this Section 3.8, are eligible for reimbursement under Sections 3.3 (Annual Work Plan), 3.4 (Work Orders) and 8.1 (Reimbursements to the City).

3.9 Governmental and Lender Requirements

If a Subject Transportation Project is subject to financial assistance provided by loan agreements with the U.S. Department of Transportation, Federal Transit Administration, other Governmental Entities, and/or

financial institutions providing grants, funding or financing, the Parties will comply with (and will ensure that any LACMTA Contractors and City Contractors, as applicable, comply with) any additional prescribed governmental and lender requirements under the applicable grant, funding or financing agreements, as notified to the City in the Project Definition for that Subject Transportation Project, an Annual Work Plan or Work Order for that Subject Transportation Project or any other notice delivered by LACMTA in accordance with this Agreement.

4. DESIGN

4.1 Design Responsibilities

- (a) Unless otherwise mutually agreed under this Section 4.1, LACMTA will (directly or through LACMTA Contractors) Design all Rearrangements (including, at City's cost, any Betterments agreed by the Parties under this Agreement) and produce all Design Documentation for Rearrangements in accordance with the provisions of this Agreement.
- (b) As between the City and LACMTA, LACMTA is responsible for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor.
- (c) The City will provide support services (including Design review) with respect to the Design of a Rearrangement performed by LACMTA or a LACMTA Contractor. These services will be eligible for reimbursement pursuant to the procedures set out under Sections 3.3 (Annual Work Plan) and 3.4 (Work Orders).
- (d) In addition to the Design support services provided under Section 4.1(c), the Parties may mutually agree that the City will:
 - (i) Design a Rearrangement and produce all Design Documentation for that Rearrangement, in which case the costs of such work (other than in the case of any Betterment, which will be at the City's cost) will be authorized and reimbursed pursuant to the procedures set out under Sections 3.3 (Annual Work Plan) and 3.4 (Work Orders); and/or
 - (ii) perform Design work with respect to the Subject Transportation Project that is not part of any Rearrangement pursuant to the procedures and subject to the requirements set out under Exhibit 5 (City-Performed Project Work).

As between the City and LACMTA, the City shall be responsible for any errors and omissions in any Design Documentation prepared by the City or a City Contractor under this Section.

4.2 Design Requirements

- (a) Any Design work for any Rearrangements shall be performed in accordance with:
 - (i) the terms of this Agreement, including any applicable City Design requirements set out in Exhibit 9 (Special Permitting Process); and
 - (ii) all Governmental Approvals, Applicable Law, the final EIR/EIS and, subject to Section 4.5 of this Agreement, the City Standards.
- (b) For each Subject Transportation Project requiring Rearrangements, the scope, criteria, specifications, and requirements for those Rearrangements that are included in the applicable Procurement Documents will be consistent with the requirements set out in Section 4.2(a). The City shall not seek to apply additional Design requirements to a Rearrangement, except to the extent the City and LACMTA mutually agree under the Early Involvement Procedures and Project Definition (or as part of the preparation and review of the Procurement Documents under Section 3.2(d) (Early Involvement and Procurement) if the Early Involvement Procedures do not apply) that such additional, amended

or supplemental requirement is necessary to address an element of the Design of the applicable Subject Transportation Project.

4.3 Design Review Procedure

For the Design of Rearrangements performed by LACMTA (directly or through LACMTA Contractors), the following procedures shall apply:

- (a) LACMTA will submit, and will require that any applicable LACMTA Contractors submit, the Designs for any Rearrangements for a Subject Transportation Project to the City for review in accordance with the procedures set out in and Exhibit 7 (LACMTA Submittal Procedure) and otherwise in accordance with the provisions of this Agreement;
- (b) the City will carry out the review and approval of the Designs for the Rearrangements for a Subject Transportation Project in accordance with the procedures and the review periods set out in Exhibit 7 (LACMTA Submittal Procedure) and otherwise in accordance with the provisions of this Agreement; and
- (c) the Design review procedures for all Rearrangements for a Subject Transportation Project will be coordinated by the LACMTA Project Liaison (unless delegated to a LACMTA Contractor) and the City Project Liaison. The City Project Liaison will be responsible for coordinating the submission of all Design review comments from City departments.

4.4 Design Development

For each Subject Transportation Project requiring Rearrangements, the Design Documentation for any Rearrangements will be submitted for review progressively in Packages and with respect to the Design for any Rearrangements where the Design is prepared by a LACMTA Contractor, LACMTA, through the applicable LACMTA Contractor, will retain responsibility for defining the scope and timing of delivery of the Packages at each stage of Design following consultation with the City in accordance with Part A (Submittal and Review Procedure) of Exhibit 7 (LACMTA Submittal Procedure).

4.5 City Standards

- (a) The City shall not adopt any new City Standards or otherwise apply, amend, or supplement any existing City Standards, for the sole or primary purpose of affecting one or more Transportation Projects.
- (b) The City Standards applicable to a Rearrangement shall be those City Standards that were in effect and publicly available on the date of the advertisement of the applicable Procurement Documents, subject to any changes, additions, or deviations to those City Standards agreed under the Project Definition and excluding any City Standards adopted in breach of Section 4.5(a). If the Project is not awarded by LACMTA following the advertisement of the Procurement Documents for a period of two years, the City will have the option to review and update the date of applicable City Standards, if any new City Standards have been adopted and made publicly available since the date of the advertisement of the Procurement Documents. The City will not be responsible for impacts to the Subject Transportation Project due to any such change.
- (c) The City shall promptly (and in any case within 15 Working Days of adoption) notify LACMTA of any changes or additions to the City Standards adopted during the Term.
- (d) Subject to Section 4.5(a), the City has the sole discretion in the interpretation and application of the City Standards in its review and approval of the Rearrangements.

4.6 Changes to Design

- (a) If LACMTA wishes to amend the AFC Design for a Rearrangement, it must submit the amended Design Documentation to the City and Exhibit 7 (LACMTA Submittal Procedure) will apply as if the Design Documentation is for the AFC Design.
- (b) Subject to prior consultation with the City, LACMTA may use or may allow the relevant LACMTA Contractor to use, the amended AFC Design for Construction prior to approval by the City if and only if the amendment to the AFC Design is: (i) minor; (ii) does not adversely impact the relevant Rearrangement; and (iii) is necessary to overcome an issue which has arisen or become evident since the AFC Design was initially approved.

4.7 Value Engineering

LACMTA and the City must work together to create efficiencies to reduce the overall cost of a Subject Transportation Project in order to maximize the value of public funds. The City will exercise sound engineering judgment to cooperate and coordinate with LACMTA to identify efficient approaches to the Design of Rearrangements for a Subject Transportation Project that support achievement of the objectives set out in Recital (D) when:

- (a) performing the steps and activities under the Early Involvement Procedures including when reviewing the scope, criteria, specifications, and requirements for the Rearrangements that are included in the applicable Procurement Documents (or as part of the preparation and review of the Procurement Documents under Section 3.2(d) (Early Involvement and Procurement) if the Early Involvement Procedures do not apply));
- (b) performing Design reviews under Section 4.3 (Design Review Procedure), including as part of the resolution of City comments made to Designs; and
- (c) reviewing any requests for deviations to the City Standards and/or the Design and Construction requirements set out in Exhibit 9 (Special Permitting Process).

The Parties acknowledge and agree that this will include identifying, and reviewing LACMTA Contractor-identified, recommendations for potential innovations and value engineering opportunities with respect to the Rearrangements that offer value in terms of a reduced capital cost for the Subject Transportation Project and/or that will offer value in terms of schedule savings, and/or quality benefits and adopting and applying those recommendations that, following evaluation by the Parties, will reduce the capital cost of the Subject Transportation Project and/or that will offer value in terms of schedule savings, and/or quality benefits. Any innovation or value engineering recommendations will be evaluated on the basis that any such recommendation should satisfy the required function of the Rearrangement at the lowest total cost (capital, operating, and maintenance) consistent with the requirements of performance, reliability, maintainability, and safety. At each meeting held under Section 2.4(d) (Project Governance), the LACMTA Project Liaison and City Project Liaison will report to the Level 1 Decision Makers on those potential innovations and value engineering evaluated and/or adopted for the Subject Transportation Project.

5. CONSTRUCTION

5.1 Construction Responsibilities

- (a) Except to the extent of any Construction work requested to be performed by the City under Section 5.1(b), LACMTA (directly or through the LACMTA Contractors) will be responsible for the Construction of all Rearrangements and shall diligently perform and shall ensure that any LACMTA Contractor diligently performs, all such Construction in accordance with the provisions of this Agreement.
- (b) If the Parties mutually agree, the City may perform:

- (i) Construction work with respect to a Rearrangement, and/or provide Construction support services, as authorized pursuant to the procedures set out under Sections 3.3 (Annual Work Plan) and 3.4 (Work Orders); and
- (ii) additional Construction work within the City for a Subject Transportation Project that is not part of any Rearrangement, as agreed pursuant to the procedures and subject to the requirements set out under Exhibit 5 (City-Performed Project Work).

The City shall perform and shall ensure that any City Contractor performs, all such Construction work and/or support services in accordance with the provisions of the applicable Work Order and this Agreement.

5.2 Construction Requirements

- (a) The Construction of the Rearrangements and any other Construction work performed in Public Rights-of-Way in connection with a Subject Transportation Project shall be performed in accordance with:
 - (i) in the case of any Rearrangements:
 - (A) the AFC Design (including any changes agreed under Section 4.6 (Changes to Design) of this Agreement; and
 - (B) subject to Section 4.5 (City Standards) of this Agreement, the City Standards;
 - (ii) all Governmental Approvals, Applicable Law, and the final EIR/EIS;
 - (iii) the Special Permitting Process as set out in Exhibit 9 (Special Permitting Process), including any applicable City Construction requirements set out in Exhibit 9 (Special Permitting Process);
 - (iv) in the case of City-Performed Project Work the schedule for such Construction work agreed under Exhibit 5 (City-Performed Project Work); and
 - (v) all other Construction requirements under the provisions of this Agreement.
- (b) In the case of Construction work performed by LACMTA that is not part of the Construction of a Rearrangement, the City's review rights will be limited to review rights for excavations in the Public Rights-of-Way to construct LACMTA-owned facilities, as set out in Exhibit 8 (Support of Excavation).

5.3 Request for Information

Either Party may submit a request for information to the other with respect to a Subject Transportation Project, this Agreement, any support and/or services provided under this Agreement, an Annual Work Plan or Work Order, or any review comment or submittal made or prepared under the terms of this Agreement. Upon delivery of any request for information, the receiving Party must provide the information requested to the other Party promptly and in any case within ten days of delivery of the request (or such longer period as the Parties may agree having regard to the quantum of information requested).

5.4 Rights-of-Way

- (a) Replacement rights-of-way for the relocation of Conflicting Facilities shall be determined during the Design Phase and, if needed, may be acquired by LACMTA or the City in accordance with the Project Schedule following approval by the Parties of the location and type of such replacement rights-of-way. When reasonably possible and where the City Facilities being replaced are located in a Public Right-of-Way, a Rearrangement shall be located in the existing Public Right-of-Way. If the City cannot acquire any necessary private rights-of-way without out-of-pocket expense to itself, such private

rights-of-way may be acquired by LACMTA. Upon acceptance of the applicable Replacement Facility, the City shall convey or relinquish to LACMTA or its designee, if permitted by Applicable Law and agreement, at no cost, all City real property interests being taken out of service by the Rearrangement, and for which replacement real property interests are provided. However, replacement rights-of-way involving real property controlled by the City's Recreation and Parks Department, if any, shall be handled by a separate instrument between that Department and LACMTA.

- (b) Upon reasonable request by LACMTA, the City shall provide all such reasonable assistance as may be required for LACMTA to obtain the right-of-way necessary to construct the City-Located Section. Without prejudice to the generality of the foregoing and to Section 3.6(a) (Rights-of-Way), the City shall consider requests by LACMTA to convey to LACMTA, at no cost to LACMTA, any City-owned street crossings, slivers, surface easements and temporary construction easements that may be required for Construction of a Subject Transportation Project without requiring LACMTA to go through the appraisal, negotiations, offer, closing and transfer process. LACMTA will prepare or cause to be prepared, the title documents and documents of conveyance and shall transmit such documents to the City Representative who shall process them through the required departments for execution and return them to LACMTA within 90 days after receipt.
- (c) The City agrees to cooperate with LACMTA, and assist LACMTA, with any right-of-way certification processes involving other entities or agencies.
- (d) Upon reasonable request by the City, LACMTA shall provide all such reasonable assistance as may be required for the City to obtain the right-of-way necessary for any Construction performed by the City under this Agreement. Without prejudice to the generality of the foregoing, LACMTA shall consider requests by the City to convey to the City, at no cost to the City, any LACMTA-owned street crossings, slivers, surface easements and temporary construction easements that may be required for Construction performed by the City under this Agreement without requiring the City to go through the appraisal, negotiations, offer, closing and transfer process. The City will prepare or cause to be prepared, the title documents and documents of conveyance and shall transmit such documents to the LACMTA Representative who shall process them through the required departments for execution and return them to the City within 90 days after receipt, but in any event in accordance with the Project Schedule.
- (e) LACMTA agrees and acknowledges that this Agreement satisfies any City obligations to LACMTA and otherwise relating to the certification of rights-of-way, and that LACMTA shall cooperate with the City, and assist the City, with any right-of-way certification processes involving other entities or agencies.
- (f) If, following a Rearrangement, a City Facility is located within the Project Right-of-Way, LACMTA shall provide the City with an equivalent license and/or no fee license, in a form reasonably acceptable to the City, to install, operate, maintain, and/or remove such City Facility within the replacement rights or license at the new location.
- (g) If, prior to LACMTA's scheduled date of commencement of Construction work in a part of the City-Located Section, a Rearrangement is necessary to eliminate a conflict, the City may grant to LACMTA and/or its designee sufficient rights to access any City-owned right-of-way, if necessary, to allow LACMTA to proceed with investigation of existing conditions and the Construction of that Rearrangement in accordance with the Project Schedule; provided, however, that such grant does not unreasonably and adversely interfere with the provision of City's services to the public, or affect public health and safety; and provided further, that the City is permitted under Applicable Law to grant such right.

5.5 Hazardous Materials

LACMTA (or its LACMTA Contractors) will be responsible for any environmental site assessments and any remediation of hazardous materials to be performed on the Project Site for the purposes of a Subject Transportation Project. LACMTA will not be responsible for any costs relating to the presence or existence of

any environmental hazard on, in, under or about any City Facility, including but not limited to, any "hazardous substance" as that term is defined under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), unless LACMTA or any LACMTA Contractor caused the environmental hazard through its actions. LACMTA will provide reasonable assistance to the City in identifying any third party Person that is responsible for the presence or release of any such hazardous substance and in ensuring that such Person is accountable for the measures necessary to remediate the relevant part of the site.

5.6 **Inspection and Acceptance**

The Parties agree that inspection and acceptance of the Construction of Rearrangements performed under this Agreement will be carried out in accordance with the procedure set out in Exhibit 10 (Inspection and Acceptance Procedure).

6. **BETTERMENTS**

6.1 **Notice of Betterments**

- (a) The City shall inform LACMTA what Betterments, if any, the City requests be implemented as a Rearrangement or a part of a Rearrangement by submitting a completed City Betterment Request for LACMTA's review and approval. The City shall submit any City Betterment Request to LACMTA promptly after identifying a potential Betterment and in any event shall, unless later delivery is otherwise agreed by LACMTA or acknowledged under this Article 6, deliver all City Betterment Requests under paragraph (a) of the definition of "Betterment" to LACMTA preferably prior to the establishment of the Project Definition for the Project.
- (b) Any Design furnished by the City under a Work Order shall specifically identify any Betterments included in such Design and where Betterments are identified that were not previously agreed under the Project Definition for the Subject Transportation Project, any such Design shall be accompanied by a completed City Betterment Request and submitted for LACMTA's review and approval in accordance with this Article 6.
- (c) If LACMTA considers that a City comment to a LACMTA Submittal or any other form of City request with respect to a Subject Transportation Project constitutes a Betterment, the Parties will discuss the comment at the working level as part of the comment resolution process and if, following those discussions, LACMTA still considers that the City comment or request constitutes a Betterment, LACMTA will deliver a LACMTA Notice of Potential Betterment to the City and within 20 Working Days of delivery of that Notice, the City will: (i) withdraw or amend the relevant comment; (ii) submit a request for the applicable Betterment by submitting a completed City Betterment Request for LACMTA's review and approval; or (iii) dispute the basis of the LACMTA Notice of Potential Betterment by escalating the issue under Section 2.5 (Issue Resolution). If the City fails to respond within 20 Working Days of a Notice delivered by LACMTA under this Section 6.1(c), LACMTA may escalate the issue under Section 2.5 (Issue Resolution).

6.2 **Approval of Betterments**

If LACMTA approves a Betterment requested by the City:

- (a) the LACMTA Representative shall counter-sign the City Betterment Request (updated to include any changes negotiated and agreed by LACMTA and the City); and
- (b) the City will be responsible for the cost of the Betterment.

6.3 **Right to Refuse a Betterment**

No Betterment shall be constructed that is not approved by LACMTA pursuant to this Article 6. LACMTA shall have the right to refuse and withhold approval for any Betterment, that:

- (a) is incompatible with the Subject Transportation Project;
- (b) cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
- (c) is requested after the establishment of the Project Definition for the Subject Transportation Project.

6.4 **Cost of Betterments**

The City will be responsible for the cost of any Betterment. LACMTA shall not be responsible for the cost of any Betterment (whether or not the cost exceeds any estimates provided by LACMTA and including the cost of any mitigations included as a result of the Betterment in the final EIR/EIS). Such cost will be paid to LACMTA or credited to LACMTA in accordance with Section 8.2 (Reimbursement and Credits to LACMTA).

7. **OPERATION AND MAINTENANCE**

- 7.1 On or about the Effective Date, the Parties entered into a separate master operation and maintenance agreement to address the Parties roles and responsibilities with respect to the operation and maintenance phase of Transportation Projects with a City-Located Section (as may be amended from time to time, the "O&M Agreement").
- 7.2 The City's review and approval of Design Documentation shall not be delayed because of terms and conditions relating to maintenance of a Subject Transportation Project. For each Subject Transportation Project, the Parties shall utilize the Early Involvement Procedures and, at each stage of Design referenced in Part B (Design Development Process) of Exhibit 7 (LACMTA Submittal Procedure), the meetings held under at Section 2.4(d) (Project Governance), to discuss and identify any elements of the Subject Transportation Project where the operation and maintenance responsibility is not addressed in the O&M Agreement. To the extent the O&M Agreement does not address the operation and maintenance responsibility an element of the Subject Transportation project and the Parties are unable to reach agreement, the Parties will utilize the issue resolution procedure set out in Section 2.5 (Issue Resolution) and Exhibit 2 (Issue Resolution Ladder), and the dispute resolution procedure described in Article 10 (Resolution of Disputes) as required to agree those operation and maintenance responsibilities.

8. **REIMBURSEMENT AND CREDITS**

8.1 **Reimbursements to the City**

- (a) Except with respect to Betterments, LACMTA will reimburse the City for Costs incurred for work performed by the City or the City Contractors under a Work Order in accordance with this Section 8.1 and the provisions of the applicable Work Order.
- (b) LACMTA shall email a copy of each Work Order (including any modifications to a Work Order) to the Accounting Division of the Los Angeles Department of Transportation via email address, DOT.MTAWorkOrderAuthorization@lacity.org and copy each respective City department/bureau. Upon receipt of a Work Order, the City shall submit invoices for Costs incurred for work performed by the City or the City Contractors under that Work Order in accordance with this Section 8.1.
- (c) If a Rearrangement performed under a Work Order is limited to the removal or elimination of a City Facility, LACMTA will only be responsible for any Costs incurred in these activities such City Facility and will not be required to replace or compensate the City for the replacement of that City Facility.
- (d) The City shall use the following procedures for submission of its billings to LACMTA, on a progress basis, for work performed by the City or a City Contractor under a Work Order:
 - (i) following the commencement of work under a Work Order, the City shall commence its billing as soon as practicable, and in any case no more than 180 days after commencement of the work and shall bill promptly and at least every 120 days thereafter, utilizing the City's standard

billing procedures. If the City is not able to issue an invoice within a month of the work performed under a Work Order, the City shall provide LACMTA with a monthly report with the work performed in advance of submitting its invoice which shall include the name of each City personnel, a brief description of services performed and a rough order of magnitude of Costs, for the purpose of allowing LACMTA to commence its review in advance of receiving the full invoice;

- (ii) the City shall provide supporting documents to demonstrate the Costs incurred by the City with respect to a Work Order, including City Contractor invoices, the names of individuals performing the relevant tasks and the time committed to those tasks, a description of the tasks performed by reference to the tasks described in the Work Order, and any other supporting information required under the terms of the Work Order or otherwise requested by LACMTA;
- (iii) each billing statement shall: (A) be noted as either "progress" or "final"; (B) be addressed to LACMTA Accounts Payable at accountspayable@metro.net; (C) include a certification that the Costs identified in such billing were appropriate and necessary to the performance of the work under the Work Order and have not previously been billed or paid; and (D) reflect any applicable credits due to LACMTA under this Article 8; and
- (iv) the final billing under a Work Order shall be submitted to LACMTA, as soon as practicable, but no later than 120 days after completion of the work under the applicable Work Order, and shall summarize prior progress billings, show inclusive dates upon which work was performed, be notated as "final", and otherwise be issued in accordance with the other terms of this Section 8.1(d). All billing inquiries shall be directed to LACMTA Accounts Payable at accountspayable@metro.net.
- (e) On issuance of a Statement of Final Completion of all Rearrangements for a Subject Transportation Project, LACMTA will issue a Notice of closeout to LADOT Billing and copy each respective City department. The City must issue invoices to LACMTA for all services authorized under a Work Order for the Design and Construction of that Subject Transportation Project, as soon as practicable, but no later than 90 days of receiving such Notice. If the City is unable to issue a final invoice within 90 days, the issue shall be escalated in accordance with Section 2.5 (Issue Resolution).
- (f) The Los Angeles Department of Transportation shall be the City's "Billing Agency" and will process all billings and collect and disburse all funds under this Agreement, except for where LACMTA and a City department/bureau have executed a separate funding agreement for agreed upon services.

8.2 Reimbursements and Credits to LACMTA

- (a) LACMTA shall receive a credit, or payment for:
 - (i) salvage for items or materials recovered from existing City Facilities, that the City intends to re-use, in the performance of Construction work performed under the provisions of this Agreement where the amount of salvage credit or payment, if any, shall equal the depreciated value of like or similar materials as determined by agreement of the Parties, plus storage and transportation costs of such materials salvaged for the City's use. The sum of credits and/or payments due to LACMTA for salvage shall be agreed by the Parties based on applicable books, records, documents and other data, and in addition, LACMTA and the City may conduct an inspection survey of a City Facility as part of the Early Involvement Procedures and/or during the Design Development process. The survey shall describe the physical attributes, date of construction or installation, and present condition of each Conflicting Facility and shall report the expected service life of each Conflicting Facility as derived from the City's records. LACMTA may request and authorize the City to perform support services with respect to any such inspection survey pursuant to the procedures set out under Section 3.4 (Work Orders);
 - (ii) all Costs relating to Betterments upon acceptance of physical work where:

- (A) the initial amount of the Betterment payment or credit shall be based upon the estimated Cost for the Design and Construction of the Rearrangement with the Betterment as set out in the Part B (City Betterment Request Form) of Exhibit 6 (Forms); and
 - (B) upon acceptance of the physical work for the Betterment, the initial Betterment payment or credit shall be reconciled by the Parties against the actual Costs of the Betterment; and
- (iii) the Expired Service Life Value of each Conflicting Facility being replaced if the Replacement Facility will have an expected period of useful service greater than the period that the existing Conflicting Facility would have had, had it remained in service and the Rearrangement not been made, where:
- (A) the **"Expired Service Life Value"** shall be equal to the depreciated value of the Conflicting Facility, which value is calculated by multiplying the cost of the Replacement Facility by a fraction, the numerator of which is the age of the Conflicting Facility and the denominator of which is the estimated overall service life of the Conflicting Facility (as set out in the specifications or applicable design life standards for the Conflicting Facility delivered by the City to LACMTA as supporting information); and
 - (B) the Expired Service Life Value shall be calculated in accordance with Section 8.2(a)(iii)(A) (Reimbursements and Credits to LACMTA) prior to the commencement of the applicable Rearrangement work and documented in the applicable Work Order,

provided that LACMTA shall not receive a credit or payment for Expired Service Life Value for street pavements, curbs, gutters, sidewalks, traffic signals, traffic control devices and street lights, sewers, and storm drain facilities.

- (b) LACMTA shall receive:
- (i) a credit (reflected on the applicable invoice(s) submitted by the City) for salvage, Betterments, and Expired Service Life Value of the City Facilities against work performed by the City, where the City performs the work under a Work Order provided that the value of such credit shall be calculated in accordance with this Article 8; or
 - (ii) payment from the City for salvage, Costs of Betterments, and Expired Service Life Value of the City Facilities where LACMTA performs the work, calculated, invoiced and paid in accordance with this Article 8.
- (c) Where LACMTA is due a payment under this Article 8:
- (i) LACMTA shall commence its monthly billing within no more than 60 days, following the commencement of the applicable work for a Subject Transportation Project and shall bill monthly thereafter following LACMTA's standard billing procedures;
 - (ii) LACMTA shall provide supporting documents to demonstrate the payment due to LACMTA under this Article 8;
 - (iii) each billing statement for a salvage, Betterment or Expired Service Life Value with respect to a City Facility shall: (A) be noted as either "progress" or "final"; (B) be addressed to the City Representative; and (C) include a certification that the payments due to LACMTA identified in such billing were calculated in accordance with this Article 8 and have not previously been billed or paid;

- (iv) the final billing for a salvage, Betterment or Expired Service Life Value with respect to a City Facility, with a notation that all applicable payments due to LACMTA for that salvage, Betterment or Expired Service Life Value have been invoiced, shall be submitted to the City within 60 days after completion of the applicable work, and shall summarize prior progress billings, and include a certification that the payments due to LACMTA identified in such billing were calculated in accordance with this Article 8 and have not previously been billed or paid; and
- (v) after the expiration of the 60 day period described in Section 8.1(d)(iv) (Reimbursements and Credits to LACMTA), the City may notify LACMTA in writing that the 60 day closing billing period has expired, and upon LACMTA's receipt of such Notice from the City, LACMTA shall have 30 days to submit its final invoice.

8.3 **Payment of Billings**

Payment of each invoice properly submitted pursuant to Section 8.1 (Reimbursements to the City) or 8.2 (Reimbursements and Credits to LACMTA) shall be due within 60 days of receipt; provided that: (a) all such payments shall be conditional, subject to post-audit adjustments; and (b) final payment for a Rearrangement shall be contingent upon final inspection (and acceptance) of the work by the Party billed for such work, which inspection (and acceptance, where applicable), will not be unreasonably withheld or delayed.

9. **INDEMNITY, WARRANTIES AND INSURANCE**

9.1 **Indemnity**

- (a) Each Party shall release, defend, indemnify, and hold harmless the other Party and its respective officers, agents, representatives, and employees from and against all liabilities, expenses (including legal fees and costs), claims, losses, suits, and actions of any kind, and for damages of any nature, including but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with its performance under this Agreement.
- (b) In contemplation of the provisions of Section 895.2 of the California Government Code 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 the Government Code, the Parties, as between themselves, pursuant to Sections 895.4 and 895.6 of the Government Code, each assume the full liability imposed on them, or any of their officers, agents or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such Party would be responsible under this Section 9.1. The provisions of California Civil Code Section 2778 are made a part of this Agreement as if fully set out in this Agreement.
- (c) Each Party agrees to notify the other promptly upon receipt of any third-party claim for which a Party is entitled to indemnity under this Agreement.

9.2 **Warranty**

- (a) In lieu of providing a bond associated with excavations in, or adjacent to, Public Rights-of-Way, LACMTA warrants that any work in connection with the City-Located Section of a Subject Transportation Project affecting the structural stability of the Public Rights-of-Way shall be free from defect for a period of two years following the date of the Statement of Partial Completion for that part of the work by LACMTA or the applicable LACMTA Contractor(s) (or the Statement of Final Completion for the Subject Transportation Project where no Statement of Partial Completion is issued for that part of the work). Pursuant to this warranty and for the warranty period only, LACMTA, at its sole expense, shall remedy any damage to the Public Rights-of-Way to the extent caused by a failure of such structural support installed by LACMTA or a LACMTA Contractor.
- (b) Solely with respect to Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, the City and LACMTA each warrant to the other

for a period of one year from and after the date of the Statement of Partial Completion for that Rearrangement or work (or at such earlier date on which responsibility for the maintenance, loss or damage for that Rearrangement or work passes to the other Party), provided that in the case of any Punch List items recorded at the issuance of the Statement of Partial Completion (or such earlier date on which the Parties agree responsibility for maintenance, loss or damage passes), the warranty period shall be for one year from and after completion of that Punch List item. If no Statement of Partial Completion is issued with respect to a Rearrangement or scope of work, the warranty period under this Section 9.2(b) will commence on the date of the Statement of Final Completion for the applicable Subject Transportation Project (or at such earlier date on which responsibility for the maintenance, loss or damage for that Rearrangement or work passes to the other Party). Subject to Section 9.2(a) (Warranty), the limited warranty given under this Section 9.2(b) is the sole warranty given by the City and/or LACMTA, and, pursuant to this warranty, and for the warranty period only, the City or LACMTA, as the case may be, shall remedy any such discovered defect at its sole expense.

- (c) In connection with Rearrangements performed by LACMTA or the LACMTA Contractors and any work performed by the City or the City Contractors, warranties supplied by the LACMTA Contractors and City Contractors to LACMTA or the City (as applicable) shall be made for the benefit of both LACMTA and the City.
- (d) LACMTA (or LACMTA Contractor) shall ensure the landscaping, trees and green street elements installed within the Public Rights-of-Way for a Subject Transportation Project are established in accordance with tree care industry best management practices for the Establishment Period. The Parties acknowledge and agree that the current Establishment Period of three years, as defined in Article 12 (Definitions and Interpretation), reflects the LACMTA board policy and City ordinance as of the Effective Date. If, after the Effective Date, there is a change in LACMTA board policy or applicable City ordinance that increases the establishment period applicable to landscaping, then, within 12-months of such change taking effect, the Parties will negotiate in good faith to mutually agree an amendment to the definition of the Establishment Period (as it applies to those Subject Transportation Projects that have not yet issued Procurement Documents for the Construction work) to align with such change. Any agreed amendment will be formalized and documented in accordance with the terms of this Agreement. This provision shall not apply to a change in LACMTA board policy or applicable City ordinance on establishment periods that is made for the sole or primary purpose of affecting one or more Transportation Projects with a City-Located Section.

9.3 Insurance

- (a) The Parties must ensure that any contract entered into with a LACMTA Contractor or City Contractor (as applicable) in connection with a Rearrangement or with work on a Subject Transportation Project performed by the City pursuant to Section 5.1(b) (Construction Responsibilities), contains:
 - (i) a provision requiring the general contractor, as part of the liability insurance requirements, to provide an endorsement to each policy of general liability insurance naming the City (stated as the City of Los Angeles and all of its agencies, boards, and departments) and LACMTA as additional insureds and to provide documentation evidencing compliance with this requirement upon request; and
 - (ii) unless otherwise mutually agreed by the Parties, the requirement for: (A) construction general contractors to provide evidence of insurance in the following amounts: \$2,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; and \$1,000,000 in combined single limit (CSL) in auto liability; and (B) Design contractors to provide evidence of insurance in the following amounts: \$2,000,000 in general liability; \$1,000,000 in workers' compensation/employer's liability; \$1,000,000 (CSL) in auto liability; and \$1,000,000 in professional liability.
- (b) The City and LACMTA acknowledge and agree that insurance may be provided under an owner-controlled insurance program.

- (c) Each Party must:
 - (i) give the other Party 20 days' notice prior to any reduction in scope or cancellation or expiration of any insurance procured by it under this Section 9.3;
 - (ii) give the other Party 20 days' notice prior to it agreeing to a reduction in scope or the cancellation or expiration of any insurance procured by a LACMTA Contractor or City Contractor (as applicable) under this Section 9.3; and
 - (iii) notify the other Party within five days if it receives a notice from a LACMTA Contractor or City Contractor (as applicable) of the expiration of any insurance procured under this Section 9.3.

10. RESOLUTION OF DISPUTES

10.1 General

- (a) If a dispute arising under, out of or in connection with or relating to this Agreement, including any question regarding its existence, validity or termination is not resolved by the issue resolution procedures under Section 2.5 (Issue Resolution) ("**Dispute**"), either Party may refer the Dispute to the alternative dispute resolution procedures under Section 10.2 (Alternative Dispute Resolution) by written Notice to the other Party ("**ADR Notice**").
- (b) If an alternative dispute resolution procedure resolves some but not all elements of a Dispute, the Level 2 Decision Makers within the Parties shall further negotiate in good faith in an attempt to come to an agreement to resolve the outstanding open issues under the Dispute. If the Level 2 Decision Makers are unsuccessful in resolving the Dispute, the Parties may agree to refer the outstanding open issues under the Dispute to further alternative dispute resolution procedure. Each Party reserves its rights to file litigation in the Los Angeles County Superior Court to the extent a Dispute is not resolved by the alternative dispute resolution procedures under this Article 10.
- (c) All Disputes and negotiations shall be documented by each Party in writing, including the specifics of each Dispute and the actions taken.
- (d) Each Party shall proceed diligently with performance of this Agreement pending resolution of any Dispute, except for any performance that the Parties agree shall be delayed or suspended, pending resolution of the Dispute.

10.2 Alternative Dispute Resolution

- (a) Within ten Working Days of delivery of an ADR Notice under Section 10.1 (General) the Parties will mutually agree to the form of alternative dispute resolution which may include mediation, early neutral evaluation, non-binding arbitration, or another form of alternative non-binding dispute resolution. If the Parties fail to agree to the form of alternative dispute resolution with ten Working Days of delivery of an ADR Notice, the Dispute notified under that ADR Notice will be referred to mediation in accordance with the American Arbitration Association mediation procedures.
- (b) The findings, statements, document submissions, offers of compromise or any other statements or writings made during or from any alternative dispute resolution procedure with respect to a Dispute shall not be binding on either Party or admissible in any proceeding of any kind including, when due to the nature or amount of the Dispute, settlement in accordance with the findings of the alternative dispute resolution requires final approval by LACMTA's board and/or the City Council to be binding on LACMTA or the City (as applicable), the LACMTA board and/or City Council (as applicable) must first approve the settlement in accordance with the findings of the alternative dispute resolution with respect to the Dispute.

10.3 **Costs**

Unless otherwise agreed in any settlement, final determination or resolution of a Dispute, each Party shall be responsible for 50% of the costs of a mediation or neutral evaluation conducted in accordance with this Article 10.

11. **MISCELLANEOUS**

11.1 **Approvals; Further Documents and Actions**

- (a) Any acceptance, approval, consent, permission, satisfaction, agreement, authorization or any other like action (collectively, "**Approval**") required or permitted to be given by any Party pursuant to this Agreement or any Work Order:
 - (i) must be in writing to be effective;
 - (ii) shall not be unreasonably withheld, conditioned or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reasons for withholding such Approval, and every effort shall be made to identify with as much detail as possible the changes that are required for Approval; and
 - (iii) shall be escalated in accordance with Section 2.5 (Issue Resolution) if no response is provided to the Party requesting an Approval within the time period prescribed by this Agreement or the applicable Work Order or if no time is prescribed by this Agreement or the applicable Work Order, within 20 Working Days, in each case commencing upon actual receipt by the Party from which an Approval is requested or required, of a request for Approval from the requesting Party.
- (b) Delivery of a LACMTA Submittal or a request for Approval after 12:00 p.m. PST on a Working Day or on a non-Working Day will be deemed delivered on the next Working Day. Transmittal of a LACMTA Submittal to the Bureau of Engineering electronically utilizing E2020 (or any alternative electronic means agreed by the Parties during the Term) shall be deemed delivery by LACMTA for the purposes of this Section 11.1.
- (c) The Parties agree to execute such further documents, agreements, instruments and notices, and to take such further actions, as may be reasonably necessary or appropriate to effectuate the transactions contemplated by this Agreement.
- (d) Nothing in this Agreement is intended to supersede a Party's obligation to comply with Applicable Law. The Parties acknowledge that it is each Party's responsibility to determine what is necessary in order for it to comply with Applicable Law in the performance of its obligations under the terms of this Agreement.

11.2 **Notices**

- (a) Except where specific delivery instructions are provided for elsewhere in this Agreement, each Notice under this Agreement must be in writing and: (i) delivered personally; (ii) sent by certified mail, return receipt requested; (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (iv) sent by email communication followed by a hard copy, to the following addresses (or to such other address as may from time to time be specified by Notice to the other Party):

To the City:

City Engineer
Bureau of Engineering
Department of Public Works
1149 S. Broadway, Suite 700
Los Angeles, California 90015
ted.allen@lacity.org

With a copy to:

Edward M. Jordan
Managing Assistant City Attorney
Los Angeles City Attorney's Office
200 N. Main Street, Room 700
Los Angeles, CA 90012
Ted.Jordan@lacity.org

To LACMTA:

Deputy Chief Program Management Officer
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 16th Floor
Los Angeles, California 90012
Email: Lindholmt@metro.net
Attn: Tim Lindholm

With a copy to:

Deputy Executive Officer, Third Party Administration
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Email: cervantese@metro.net
Attn: Eduardo Cervantes

County Counsel
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 24th Floor
Los Angeles, CA 90012
Email: lowt@metro.net
Attn: Teddy Low, Senior Deputy County Counsel

Senior Executive Officer, Real Estate
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 22nd Floor
Los Angeles, CA 90012
Email: rockwellh@metro.net
Attn: Holly Rockwell

- (b) Any Notice sent personally will be deemed delivered upon receipt, and any Notice sent by mail or courier service will be deemed delivered on the date of receipt as shown on the records of the U.S. Postal Service, courier service or other person making the delivery, and any Notice sent by email communication will be deemed delivered on the date of receipt as shown on the received email transmission (provided the hard copy is also delivered pursuant to Section 11.2(a). Subject to Section 11.1(b) (Approvals; Further Documents and Actions) in the case of delivery of LACMTA Submittals

and requests for Approvals, all Notices (including by email communication) delivered after **5:00 p.m. PST** will be deemed delivered on the next Working Day.

11.3 **Audit and Inspection; Maintenance of Records**

- (a) **Audit and Inspection.** For the period commencing on the Effective Date and ending, in the case of any work, services, or activities performed under this Agreement, on the date falling three years after the completion of that work, service, or activity or such later date as is required under this Agreement or Applicable Law, each Party will have such rights to review and audit the other Party and its books, records and documents as may be deemed necessary by the reviewing Party for the purposes of verifying compliance with this Agreement or to comply with its obligations under Applicable Law, on reasonable notice and during normal business hours, without charge. Each Party represents and warrants the completeness and accuracy in all material respects of all information it or its agents provides in connection with any audit by the other Party. If an audit shows that a financial adjustment is required, the Parties will use good faith efforts to agree to such adjustment. The Parties must ensure that any contract entered into in connection with performance of the work, services, or activities under this Agreement contains, and requires any subcontract to contain, provisions acknowledging the rights of the City or LACMTA (as applicable) under this Section 11.3(a). Examination of a document or record during one review and audit shall not preclude further re-examination of such document or record in a subsequent review and audit.
- (b) **Maintenance of Records.** The City and LACMTA shall (and shall ensure that any City or LACMTA Contractor will) keep and maintain their books, records, and documents related to performance of the work, services, or activities under this Agreement (including all Costs incurred) for three years after the completion of that work, service, or activity or such later date as is required under this Agreement or Applicable Law; except that, all records that relate to Disputes being processed or actions brought under this Agreement must be retained and made available until any later date that such Disputes and actions are finally resolved. The City and LACMTA each reserves the right to assert exemptions from disclosure of information that would be exempt under Applicable Law from disclosure or introduction into evidence in legal actions.

11.4 **Assignment; Successors and Assigns**

Neither Party shall assign, novate, or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the other Party unless this Agreement expressly provides otherwise. This Agreement is binding upon and will inure to the benefit of LACMTA and the City and their respective successors and permitted assigns.

11.5 **Waiver**

- (a) No waiver of any term, covenant, or condition of this Agreement will be valid unless in writing and executed by the obligee Party.
- (b) Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of this Agreement at any time will not in any way limit or waive that Party's right to subsequently enforce or compel strict compliance with that term, covenant, condition, or other provision or any other term, covenant, condition, or other provision of this Agreement, despite any course of dealing or custom of the trade (other than the waived breach or failure in accordance with the provisions of such waivers).

11.6 **Amendments; Entire Agreement**

- (a) This Agreement and any of its terms, covenants, representations, warranties, or conditions can only be amended, modified, or superseded by a written instrument duly executed by the Parties.
- (b) Subject to Sections 11.6(c) and (d), this Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements (including

the Prior Cooperative Agreements), understandings, statements, representations and negotiations between the Parties with respect to their subject matter.

- (c) This Agreement does not negate or otherwise modify any existing easements, licenses or other use and/or occupancy agreements between the Parties or to which either Party has become or does become a successor either by assignment or by operation of law.
- (d) In the case of any Subject Transportation Projects listed in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement), the terms of any Work Orders or Annual Work Plans or provisions of the Prior Cooperative Agreements that are listed as continuing to apply to that Subject Transportation Project (or a part of the scope under it) under Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement) shall continue to apply until the applicable Rearrangement(s) or other scope of work is completed.

11.7 Governing Law and Jurisdiction

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

11.8 Severability

If any provision of this Agreement is ruled invalid by a court having proper jurisdiction, such invalidity or unenforceability will not affect the validity or enforceability of the balance of this Agreement, which will remain in full force and effect and be construed and enforced as if this Agreement did not contain such invalid or unenforceable clause, provision, Article, Section, subsection or part.

11.9 Counterparts

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

11.10 Force Majeure

No Party may bring a claim for a breach of obligations under this Agreement by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party if a Force Majeure Event occurs and the affected Party is prevented from carrying out its obligations by that Force Majeure Event. During the continuation of any Force Majeure Event, the affected Party shall be excused from performing those of its obligations directly affected by such Force Majeure Event provided that the occurrence or continuation of any Force Majeure Event shall not excuse any Party from performing any payment obligations contemplated under this Agreement. If a Force Majeure Event occurs and the Parties agree that it is reasonable and practicable (including taking into account other operational impacts of the Force Majeure Event) the Parties shall accelerate the performance of their obligations under this Agreement and any Work Order to mitigate any delay arising from the Force Majeure Event, provided that LACMTA agrees to reimburse the City for the incremental actual costs of any such acceleration under a new or amended Work Order issued pursuant to Section 3.4 (Work Orders).

11.11 Limitation on Third Party Beneficiaries

Except to the extent that specific provisions (such as the indemnity provisions) identify third parties and expressly state that such third parties are entitled to benefits under this Agreement, nothing contained in this Agreement is intended or will be construed as creating or conferring any rights, benefits or remedies upon, or creating any obligations of the Parties toward, any person not a party to this Agreement.

11.12 **Survival**

The representations, warranties, indemnities, waivers and any express obligations of the Parties following termination, set out in this Agreement shall survive the expiration or termination, for any reason, of this Agreement.

12. **DEFINITIONS AND INTERPRETATION**

12.1 **Definitions**

Unless the context otherwise requires, capitalized terms and acronyms used in this Agreement have the meanings given in this Section 12.1.

"1991 MCA" has the meaning given in Recital (E) of this Agreement.

"2003 MCA" has the meaning given in Recital (E) of this Agreement.

"Abandon" means the permanent termination of service, or the removal of an existing City Facility or portion of it thereof, and, if the City Facility or portion thereof is not being removed from its existing location, the work necessary to safely, permit such City facility to remain in place in accordance with Applicable Law and/or City Standards. **"Abandonment"** shall be construed accordingly.

"ACE Design Documentation" means the Design Documentation prepared as part of the Advanced Conceptual Engineering phase of the Design process.

"ADA" means the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.

"ADR Notice" means a written Notice either Party may give to the other Party to refer a Dispute to alternative dispute resolution procedures in accordance with Section 10.1(a) (Resolution of Disputes).

"Adjacent Work" means any removal, demolition, repair, restoration, relocation or reconstruction of existing facilities and/or construction of new facilities and/or other physical works by the City or a third party: (a) that is performed or to be performed within, or within 100 feet of, the Project Site; or the performance of which is otherwise reasonably likely to conflict with the Design or Construction of the City-Located Section; and (b) in the case of works performed or to be performed by a third party, of which the City is aware or ought to be aware.

"Advanced Conceptual Engineering" means the phase of the Design process that advances a Subject Transportation Project's scope from a conceptual state to a level of schematic design that describes the technical and architectural approach in order to address environmental and community impacts, significant interfaces and operational characteristics to support environmental approvals. The plan percentage complete ranges generally from the initiation of Design (0% to 15%).

"Advanced Partial Design Unit" means a portion of the Design for a Rearrangement submitted to the City for review and approval prior to submittal of a fully integrated Design for the Rearrangement in accordance with the terms of this Agreement and which enables Construction to begin on a portion of a Rearrangement before the Final Design for the applicable Rearrangement in full is complete.

"AFC Design" means, with respect to a Rearrangement, the Final Design for the Rearrangement that is approved for Construction and that otherwise satisfies all of the other conditions under Section 4 (No Commencement of Construction Work) of Exhibit 7 (LACMTA Submittal Procedure).

"Agreement" means this agreement and any schedules, exhibits, attachments and annexures to it.

"Annual Work Plan" or "AWP" means a work plan prepared and agreed by LACMTA and the City on an annual basis in accordance with Section 3.3 (Annual Work Plan).

"Applicable Labor Law" means all Applicable Law relating to labor and employment of personnel engaged in performing work, services or other activities performed under this Agreement including Applicable Law relating to salaries, wages, compensation and benefits for employment, unemployment benefits, disability benefits and health and safety of employees.

"Applicable Law" means any statute, law, code, regulation, ordinance, rule, common law, judgment, judicial or administrative order, decree, directive, or other requirement having the force of law or other governmental restriction (including those resulting from the initiative or referendum process) or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Entity which is applicable to the City-Located Section, Rearrangements, any work performed under this Agreement or any relevant person, whether taking effect before or after the date of this Agreement. Applicable Law excludes Governmental Approvals, customs, duties and tariffs.

"Approval" has the meaning given in Section 11.1 (Approvals; Further Documents, and Actions).

"BCA" means the City of Los Angeles Bureau of Contract Administration.

"Betterment" means, with respect to a Subject Transportation Project, work performed:

- (a) comprising an upgrade, change or addition to a City Facility (or a part of a City Facility) requested by the City that provides for greater capacity, capability, durability, appearance, efficiency or function or other betterments of that City Facility over that which was provided by the City Facility prior to the Subject Transportation Project; or
- (b) for which:
 - (i) the City Standards and/or the City Design and Construction requirements set out in Exhibit 9 (Special Permitting Process) applicable to that work are changed or supplemented after the date of the advertisement of those Procurement Documents; or
 - (ii) any other criteria, specifications, and requirements (including any deviations to the City Standards and/or the Design and Construction requirements set out in Exhibit 9 (Special Permitting Process) for Rearrangements that City and LACMTA mutually agree under the Early Involvement Procedures (or as part of the preparation and review of the Procurement Documents under Section 3.2(d) (Early Involvement and Procurement) if the Early Involvement Procedures do not apply) are changed or supplemented after the date of the Project Definition (or date of agreement of the criteria, specifications, and requirements to be included in the Procurement Documents under Section 3.2(d) (Early Involvement and Procurement) if the Early Involvement Procedures do not apply),

provided that the term "Betterment" shall exclude:

- (A) an upgrade, change, or addition which the Parties agree, will be of direct and principal benefit to the Construction, operation and/or maintenance of the Subject Transportation Project;
- (B) an upgrade, change, or addition resulting from Design or Construction in accordance with the applicable City Standards as of the date of the advertisement of the applicable Procurement Documents, to the extent those City Standards have not been adopted by the City in breach of Section 4.5(a) (City Standards);
- (C) an upgrade, change, or addition resulting from Design or Construction in accordance with the criteria, specifications, and requirements mutually agreed to under the Early Involvement Procedures and documented in the Project Definition (or as part of the preparation and review of the Procurement Documents under Section 3.2(d) (Early Involvement and Procurement) if the Early Involvement Procedures do not apply);

- (D) measures to mitigate environmental impacts identified in the Subject Transportation Project's final EIR/EIS and any supplemental environmental reports for the Subject Transportation Project;
- (E) replacement of devices or materials no longer regularly manufactured with the next highest grade or size; and
- (F) an upgrade, change, or addition that is the consequence of changes made by LACMTA or a LACMTA Contractor after the establishment of the Project Definition for the Subject Transportation Project.

"BOE" means the City of Los Angeles Bureau of Engineering.

"BSL" means the City of Los Angeles Bureau of Street Lighting.

"City" means the City of Los Angeles as defined in the Preamble, and includes its officers, boards, departments, bureaus, staff and agents, subject to the exclusion of LADWP and LADBS from the scope of this Agreement under Section 1.1(f) (Scope of Agreement).

"City Betterment Request" means a Notice from the City to LACMTA requesting a Betterment in accordance with Article 6 (Betterments) and in the form set out in Part B of Exhibit 6 (Forms).

"City Construction Work" means any Construction work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

"City Contract" means any contract, subcontract or other form of agreement between the City and a City Contractor or between a City Contractor and its lower tier subcontractor.

"City Contractor" means any contractor, consultant, tradesperson, supplier or other person engaged or authorized by the City to perform any Adjacent Work, City Design Work, City Construction Work or any other work to be performed by the City under the provisions of this Agreement or otherwise on or about the Project Site but excluding LACMTA and the LACMTA Contractors.

"City Design Work" means any Design work and activities performed or to be performed by the City or a City Contractor pursuant to a Work Order.

"City Engineer" means the City Engineer for the City of Los Angeles who leads the Bureau of Engineering.

"City Facility" means real or personal property located within or near the City-Located Section of a Subject Transportation Project, such as structures, improvements, and other properties, which are under the ownership or operating jurisdiction of the City, and shall include, but not be limited to, public streets (any classification), highways, bridges, retaining walls, pedestrian/utility tunnels, alleys, storm drains, sanitary sewers, survey monuments, parking lots, parks, public landscaping and trees, bus pads, transit furniture, traffic control devices, lighting and communications equipment (cameras, sensors, LTE, microwave receivers, etc.) and public buildings, police and fire department related improvements, as well as any dams or water storage tanks, systems, and appurtenances. City-owned airport and harbor facilities are not included in this definition.

"City Inspector" has the meaning given in Section 5.1 (Statement of Partial Completion) of Exhibit 10 (Inspection and Acceptance Procedure).

"City Municipal Code" means the Municipal Code of the City of Los Angeles, enacted by adoption of Ordinance No. 77,000, which codified the regulatory and penal ordinances of the City.

"City-Located Section" means, with respect to any Subject Transportation Project, that portion of the Subject Transportation Project that will pass through, on, under, over or along public streets, highways,

bridges, parks and other Public Rights-of-Way within the City, as shown in the Project Definition and Design Documentation for that Subject Transportation Project.

"City-Performed Project Work" is defined in Exhibit 5 (City-Performed Project Work).

"City Project Liaison" means, with respect to a Subject Transportation Project, the individual designated by the City in accordance with Section 2.4(a) (Project Governance) and who performs the 'City Project Liaison' role described in Part C (Project Coordination) of Exhibit 1 (Roles and Responsibilities) for the purposes of that Subject Transportation Project.

"City Representative" is defined in Section 2.2 (MCA Representatives).

"City Standards" means the City's Design standards and ordinances in effect and made publicly available and applicable to the Design of a Rearrangement which may include, as of the Effective Date:

- (a) the Standard Specifications for Public Works Construction (SSPWC) as adopted by the Board of Public Works, as modified by the corresponding issue of Brown Book;
- (b) Standard Plan S-470;
- (c) the Bureau of Street Lighting Special Specifications; and
- (d) those Design standards, manuals, guidelines (adopted by the City), and ordinances as published on the Bureau of Engineering's Technical Document website, LADOT's technical reference library website, and any other Reviewing Department's website.

Any references to "applicable" City Standards in this Agreement shall mean those City Standards that are applicable to a Rearrangement in accordance with Section 4.5 (City Standards).

"CM/GC" has the meaning given in Recital (E)

"Compliance Comment" means a comment on, objection to or the withholding of approval to a LACMTA Submittal on the basis of one or more of the following:

- (a) the LACMTA Submittal or Design work or Construction work that is the subject of the LACMTA Submittal fails to comply with (or is reasonably likely to fail to comply if implemented in accordance with the LACMTA Submittal) any applicable covenant, condition, requirement, term or provision of this Agreement; or
- (b) LACMTA (or the relevant LACMTA Contractor (as applicable)) has not provided all content or information required with respect to the LACMTA Submittal in accordance with the terms of this Agreement.

"Conflicting Facility" means, with respect to a Subject Transportation Project, an existing City Facility, which the Parties determine requires Rearrangement in order to construct, operate or maintain that Subject Transportation Project in compliance with the final EIR/EIS and, subject to Section 3.6(a) (Permits), and Applicable Law.

"Construction" means, with respect to a Subject Transportation Project, all construction activities related to the City-Located Section of that Subject Transportation Project that are necessary to complete the Subject Transportation Project including any Rearrangements and the procurement, installation, inspection, and testing of new facilities including temporary and permanent materials, equipment, systems, software, and any components of such permanent materials, systems and software.

"Construction Phase" means the phase of a Subject Transportation Project during which Construction is performed.

"Construction Staging Plan" has the meaning given in Exhibit 9 (Special Permitting Process).

"Cost" means:

- (a) all eligible direct and indirect costs actually incurred for work, services or other activities performed or materials acquired in accordance with the provisions of this Agreement, less (in respect of the City) credits to LACMTA as provided in Article 8 (Reimbursement and Credits) where:
 - (i) eligible direct costs include allowable direct labor costs, materials costs, and storage and transportation costs of materials salvaged for the City's use in performing the applicable work;
 - (ii) eligible indirect costs shall be computed based upon the indirect cost rates approved annually for the City by its cognizant agency, and as noted on the Form 60, for allocation to federally funded or state funded contracts;
 - (iii) the cost of office furnishings, consumables (printing and paper supplies, office supplies, etc.), information technology (computers, printers, software licenses etc.), fax machines, laptops, cell phones, tablets etc. are not eligible costs for the purposes of this definition; and
 - (iv) unless the Internal Revenue Service and the CPUC issue regulations or rulings to the contrary, the eligible direct and indirect costs shall not include taxes purportedly arising or resulting from LACMTA's payments to the City under this Agreement; or
- (b) the fixed price costs (inclusive, in respect of the City, of credits to LACMTA as provided in Article 8 (Reimbursement and Credits)) agreed to by LACMTA and the City for work, services or other activities performed or materials acquired in accordance with the provisions of this Agreement.

"CPUC" has the meaning given in Recital (B).

"DCP" means the Los Angeles Department of City Planning.

"Design" means, with respect to a Subject Transportation Project, all activities related to the design, redesign, engineering, of architecture of Construction work for that Subject Transportation Project (including the preparation of maps, plans, and drawings generated electronically or in writing).

"Design Development" means the phase of the Design process that occurs after Advanced Conceptual Engineering and that develops, on a progressive basis, a clear indication of the Design solutions for the applicable requirements and the major features of the architectural and structural Design and third party interfaces that are intended to form the basis for the AFC Design.

"Design Development Checklists" is defined in Part A (Submittal and Review Procurement) of Exhibit 7 (LACMTA Submittal Procedure).

"Design Documentation" means all drawings (including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams), specifications, reports, studies, working drawings, shop drawings, calculations, electronic files, records and submittals necessary for, or related to, the Design of the Rearrangements and **"Design Document"** shall be construed accordingly.

"Design Management Plan" means a plan prepared by LACMTA or a LACMTA Contractor outlining the approach to performing the Design work for a Subject Transportation Project, including Design units and Advanced Partial Design Units, number and content of Design submittals, and planned review dates.

"Design Phase" means, with respect to a Subject Transportation Project (or a package of Design Documentation for a Subject Transportation Project), the phase of the Subject Transportation Project during which Design Development occurs and that ends upon approval of the AFC Design for the Subject Transportation Project (or the package of Design Documentation for the Subject Transportation Project).

"Dispute" is defined in Article 10 (Resolution of Disputes).

"Early Involvement Procedures" means the early involvement procedures set out in Section 3.2 (*Early Involvement*) and Part C (*Early Involvement Procedures*) of Exhibit 3 (*Early Involvement*).

"Effective Date" means the date stated as such on the first page of this Agreement, which shall be the date when this Agreement has been fully executed on behalf of the City and LACMTA.

"EIR/EIS" means any Environmental Impact Report and/or Environmental Impact Statement for a Subject Transportation Project completed pursuant to the California Environmental Quality Act and/or National Environmental Policy Act (as applicable).

"Engineer of Record" means, with respect to a Rearrangement, the individual, firm or entity that is responsible for and in charge of the Design (or a part of it for its given discipline, as applicable) of a Rearrangement, provides signed and sealed Design Documents (or a part of them, as applicable), and that, without limitation to the applicable LACMTA Contractor or City Contractor's responsibility and liability for the Design work under the applicable LACMTA Contract or City Contract (as applicable), retains full legal and professional responsibility for the Design work and Design Documents (or for that Design work and those Design Documents prepared under its direction).

"Expedited Ladder" is defined in Exhibit 2 (Issue Resolution Ladder).

"Expired Service Life Value" is defined in Section 8.2(a)(iii)(A) (Reimbursements and Credits to LACMTA).

"Establishment Period" means, with respect to a landscape Rearrangement, the period following the planting activity to ensure optimal growth and development which shall commence on the date of the Statement of Partial Completion (or such earlier date on which the Parties agree responsibility for the maintenance, loss or damage will pass to the City) of that Rearrangement and end on the date falling three years later, as may be amended in accordance with Section 9.2(d) (Warranty).

"Field Office" means an office space located at the integrated project management office for a Subject Transportation Project site that includes adjoining sanitary facilities with a toilet and wash basin, water (both hot and cold) and power utility services, high-speed internet connection with a LAN router package and connection cables, and heating and air conditioning.

"Final Completion" has the meaning given in Exhibit 10 (Inspection and Acceptance Procedure).

"Full Final Inspection" has the meaning given in Exhibit 10 (Inspection and Acceptance Procedure).

"Full Final Inspection Correction List" has the meaning given in Exhibit 10 (Inspection and Acceptance Procedure).

"Final Design" means, with respect to a Rearrangement (or an element of a Rearrangement), the phase of the Design Development process during which: (i) Final Design Documents for the Rearrangement (or an element of a Rearrangement) are submitted for review; (ii) all outstanding Design review Compliance Comments are addressed and resolved; (iii) the Design Documents for the Rearrangement are signed and sealed by the Engineer of Record; and (iv) all other conditions to achieve AFC Design are satisfied.

"Final Design Document" means, with respect to a Rearrangement (or an element of a Rearrangement), the complete (to 100%) final Construction drawings, including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams, Design criteria, specifications, reports, studies, calculations, electronic files, records, and submittals for the Rearrangement (or the element of the Rearrangement).

"Force Majeure Event" means the occurrence of any of the following events after the date of this Agreement that directly causes either Party (the "affected Party") to be unable to comply with all or a material part of its obligations under this Agreement:

- (a) war, civil war, invasion, violent act of foreign enemy or armed conflict or any act of terrorism;
- (b) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the Project Site by the affected Party;
- (c) ionizing radiation unless the source or cause of the ionizing radiation is brought to or near the Project Site by the affected Party;
- (d) any fire, explosion, unusually adverse weather, flood or earthquakes;
- (e) any named windstorm and ensuing storm surges, including the direct action of wind originating from a named windstorm;
- (f) any riot or civil commotion;
- (g) any blockade or embargo;
- (h) epidemic, pandemic or quarantine; or
- (i) any official or unofficial strike, lockout, go-slow or other dispute, generally affecting the construction industry or a significant sector of it,

except, in each case, to the extent attributable to any breach of this Agreement or Applicable Law by, or any negligent act or negligent omission of, the affected Party.

"Form 60" means Form 60 (Professional Services Cost/Price Summary) in the form attached as Part A of Exhibit 6 (Forms).

"Full Final Inspection" has the meaning given in Exhibit 10 (Inspection and Acceptance Procedure).

"Good Industry Practice" means the exercise of the degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, engineer, or constructor seeking in good faith to comply with its contractual obligations, complying with all Applicable Laws and Governmental Approvals, using accepted design and construction standards and criteria normally used on similar projects in the State of California, and engaged in the same type of undertaking in the United States under similar circumstances and conditions, including any conditions affecting the Project Site.

"Governmental Approval" means any approval, authorization, certification, consent, license, permit, registration or ruling, issued by any Governmental Entity required to carry out the Rearrangements, the City-Located Section or any other work to be performed under the provisions of this Agreement.

"Governmental Entity" means any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity (including the California Department of Transportation, CPUC and United States Army Corps of Engineers) other than LACMTA and the City.

"LACMTA" is defined in the Preamble.

"LACMTA Contract" means any contract, subcontract or other form of agreement between LACMTA and a LACMTA Contractor or between a LACMTA Contractor and its lower tier subcontractor.

"LACMTA Contractor" means any contractor, consultant, tradesperson, supplier, private developer, employee, member of staff, engineer, architect, agent, operator, or other person engaged or authorized by LACMTA to carry out works with respect to the City-Located Section, any Rearrangement or otherwise contemplated under the provisions of this Agreement and any other person with whom any LACMTA Contractor has further subcontracted part of such works.

"LACMTA Fiscal Year" means each one-year period commencing on July 1 of a calendar year and terminating on June 30 of the following calendar year.

"LACMTA Notice of Potential Betterment" means a Notice from LACMTA to the City notifying the City of a potential Betterment in accordance with Article 6 (Betterments) and in the form set out in Part C of Exhibit 6 (Forms).

"LACMTA Project Liaison" means, with respect to a Subject Transportation Project, the individual designated by LACMTA in accordance with Section 2.4(a) (Project Governance) and who performs the 'LACMTA Project Liaison' role described in Exhibit 1 (Roles and Responsibilities) for the purposes of that Subject Transportation Project.

"LACMTA Project Description" means the anticipated details for a Subject Transportation Project prepared by LACMTA and delivered by LACMTA to the City in the form set out in Part B (Form of LACMTA Project Description) of Exhibit 3 (Early Involvement).

"LACMTA Representative" has the meaning given in Section 2.2 (MCA Representatives).

"LACMTA Submittal Review Period" means, for each LACMTA Submittal, a period of 20 Working Days from the date of delivery of the LACMTA Submittal to the City under the provisions of this Agreement (including Section 11.1(b) (Approvals; Further Documents and Actions) or as the Parties may agree under the applicable Work Order or otherwise under the terms of this Agreement.

"LACMTA Submittals" means, with respect to a Subject Transportation Project:

- (a) Design Documentation for a Rearrangement performed as part of that Subject Transportation Project (other than any Design Documentation for which the City is responsible under a Work Order);
- (b) Construction Management Plans for Construction work for the City-Located Section of a Subject Transportation Project performed by LACMTA or a LACMTA Contractor within the Public Rights-of-Way; and
- (c) any other documents which LACMTA (or the LACMTA Contractors) must submit to the City with respect to that Subject Transportation Project in accordance with this Agreement.

"LADBS" means the City Department of Building and Safety.

"LADOT" means the Los Angeles Department of Transportation.

"LADWP" means the City Department of Water and Power.

"LAMC" means the City Municipal Code.

"LASAN" means the City of Los Angeles Bureau of Sanitation & Environment.

"Level 1 Decision Maker" means, with respect to each Party, the individual fulfilling the role described as a "Level 1 Decision Maker" under Exhibit 2 (Issue Resolution Ladder).

"Level 2 Decision Maker" means, with respect to each Party, the individual fulfilling the role described as a "Level 2 Decision Maker" under Exhibit 2 (Issue Resolution Ladder).

"Local Return Guidelines" means the Local Return guidelines established and published by LACMTA for the purposes of administering the Local Return programs.

"Local Return" means the Proposition A, Proposition C, and Measure R and Measure M Local Return programs administered by LACMTA.

"Major Transit and Transportation Construction Traffic Management Committee" or **"TCTMC"** has the meaning given in Section 3.7 (*Coordination of Work*).

"MCA Executive Task Force" has the meaning given in Section 2.3 (*MCA Executive Task Force*).

"Non-conforming Work" means, with respect to a Subject Transportation Project, Design work or Construction work not in accordance with the requirements of this Agreement.

"Non-Expedited Ladder" is defined in Exhibit 2 (*Issue Resolution Ladder*).

"Notice" means any communication under this Agreement including any notice, consent, approval, request, and demand.

"O&M Agreement" has the meaning given in Section 7.1 (*Operation & Maintenance*).

"P3" has the meaning given in Recital (E).

"Package" means, with respect to a Subject Transportation Project, each package of Design Documentation submitted by LACMTA or a LACMTA Contractor to the City in accordance with this Agreement.

"Partial Completion Correction List" has the meaning given in Exhibit 10 (*Inspection and Acceptance Procedure*).

"Partial Final Correction List" has the meaning given in Exhibit 10 (*Inspection and Acceptance Procedure*).

"Partial Final Inspection" has the meaning given in Exhibit 10 (*Inspection and Acceptance Procedure*).

"Parties" means collectively the City and LACMTA, and each a **"Party"**.

"Planning & Advanced Conceptual Engineering Phase" means, with respect to a Subject Transportation Project, the phase of the Subject Transportation Project during which Advanced Conceptual Engineering occurs and any applicable environmental approvals pursuant to the California Environmental Quality Act and/or National Environmental Policy Act are sought and that ends upon the completion of Advanced Conceptual Engineering and the grant of any applicable environmental approvals.

"Preliminary Projections" means, with respect to a Subject Transportation Project, information regarding the scope of activities and services that LACMTA anticipates to request from the City during the upcoming LACMTA Fiscal Year to support that Subject Transportation Project, including the estimated start and finish dates for the anticipated scope of activities and services.

"Prior Cooperative Agreements" has the meaning given in Recital (D) of this Agreement.

"Procurement Documents" means, with respect to a Rearrangement for a Subject Transportation Project, any request for proposal, invitation for bid, or other procurement documents issued or to be issued by LACMTA with respect to the Design and/or Construction of that Rearrangement or a part of the scope for that Rearrangement and including the form of LACMTA Contract and any other documents enclosed with or attached to the request for proposal, invitation for bid, or other procurement document), provided that the term "Procurement Documents" for the purposes of this Agreement shall not include any request for qualification in a two-step procurement process or LACMTA's pre-qualification documents.

"Programmatic Resourcing Requirements " means, the funding and human resources identified by the MCA Executive Task Force for full-time equivalents or consultants required to ensure each Reviewing Department has the capacity to review and approve LACMTA Submittals within the LACMTA Submittal Review Period and to satisfy its obligations under this Agreement.

"Project Definition" means, with respect to a Subject Transportation Project, the scope of Rearrangements and the City Standards, criteria, specifications, and requirements and other terms applicable to those

Rearrangements to be performed as part of that Subject Transportation Project in the form set out in Part E (Form of Project Definition) of Exhibit 3 (Early Involvement) to be agreed or as agreed by the Parties at the end of the Planning & Advanced Conceptual Engineering Phase for that Subject Transportation Project and in any case prior to advertisement of the Procurement Documents for those Rearrangements, as may be amended in accordance with this Agreement.

"Project Delivery Method" means, with respect to a Subject Transportation Project, the delivery method(s) selected and to be utilized by, LACMTA to procure and deliver that Subject Transportation Project, which may include (singly or in a combination of different delivery methods for different scope elements): design/bid/build (DBB), fixed-price design/build (DB), progressive design/build (PDB), construction manager/general contractor (CM/GC), design/build/finance (DBF), and design/build/finance/operate/maintain (DBFOM or P3).

"Project Meeting" means, with respect to a Subject Transportation Project, any Project meeting, working session, working group meeting or workshop, over-the-shoulder review meeting, or other workshop or meeting convened by LACMTA and a LACMTA Contractor under a LACMTA Contract for the purposes of providing a non-binding forum for LACMTA, the LACMTA Contractor and other attendees to monitor the progress of the Subject Transportation Project, to consider issues, or potential issues, and to present, understand and discuss proposed solutions with respect to the Subject Transportation Project.

"Project Right-of-Way" means the permanent right-of-way for a Subject Transportation Project, as identified in the Project Definition or otherwise Notified to the City and compliant with that Subject Transportation Project's final environmental impact report or statement and any supplemental environmental reports for the Subject Transportation Project.

"Project Schedule" means, with respect to a Subject Transportation Project, the schedule for the Subject Transportation Project including the City-Located Section, as set out in the Project Definition, or otherwise notified by LACMTA by Notice or under an Annual Work Plan or Work Order.

"Project Site" means, with respect to a Subject Transportation Project, collectively, the Project Right-of-Way and each temporary construction easement for the Subject Transportation Project, as identified in as set out in the Project Definition or otherwise notified by LACMTA by Notice.

"Protection-in-Place" means any temporary measure, permanent installation, or activity undertaken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, avoidance of a Utility's location by Construction equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, installing physical barriers, and temporarily lifting power lines without cutting them but excluding any Temporary Relocation.

"Public Rights-of-Way" means the public streets, and other public easements within the City as defined in the City Municipal Code.

"Punch List" means, with respect to a Rearrangement (or the applicable part of a Rearrangement), the list of work items which remain to be completed after issuance of the Statement of Partial Completion as agreed by the Parties and listed in the Statement of Partial Completion, which shall be limited to minor incidental items of work necessary to correct imperfections which would not prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement) in accordance with the requirements under this Agreement or in the applicable Project Definition.

"Rail Operations Track Allocation Procedure" means LACMTA's Rail Operations Track Allocation Procedure set out in Exhibit 4 (Rail Operations Track Allocation Procedure) of the O&M Agreement, as may be amended from time to time by Notice.

"Rearrangement" means, with respect to a Subject Transportation Project, the work of:

- (a) removal, replacement, restoration, alteration, reconstruction, support, or relocation of all or a portion of a Conflicting Facility, whether permanent or temporary, which:

- (i) LACMTA determines in its sole discretion is necessary in order for the Subject Transportation Project to comply with Applicable Law; or
 - (ii) LACMTA and the City mutually agree is necessary in order to construct, operate or maintain the Subject Transportation Project; or
- (b) the installation of new and required City Facilities which:
 - (i) LACMTA determines in its sole discretion is necessary in order for the Subject Transportation Project to comply with Applicable Law; or
 - (ii) LACMTA and the City mutually agree is necessary as a result of the impact of the Construction, operation or maintenance of the Subject Transportation Project.

"Request for Information" or "RFI" means a request Notice clearly marked 'Request for Information' and submitted by one Party to the other detailing a request for clarification or information with respect to the City-Located Section, this Agreement, any support and/or services provided under this Agreement, Annual Work Plan, Work Order, or any review comment or submittal made or prepared under the terms of this Agreement.

"Reviewing Departments" means City departments/bureaus responsible for the review of a Subject Transportation Project: BOE, LADOT, StreetsLA, LASAN, BSL and DCP.

"Replacement Facility" means a City Facility, which is or will be designed, constructed or provided under this Agreement and in accordance with the requirements of this Agreement, as a consequence of the Rearrangement of a Conflicting Facility or a part of it.

"Shop Inspection" has the meaning given in Exhibit 10 (Inspection and Acceptance Procedure).

"Shoring" means lateral support of City streets or improvements.

"Special Permitting Process (SPP)" has the meaning given in Exhibit 9 (Special Permitting Process).

"Statement of Final Completion" has the meaning given in Exhibit 10 (Inspection and Acceptance Procedure).

"Statement of Partial Completion" has the meaning given in Exhibit 10 (Inspection and Acceptance Procedure).

"Street Trees" means all trees that are a City Facility.

"StreetsLA" means the City of Los Angeles Bureau of Street Services.

"Subject Transportation Project" when referenced generally, means a Transportation Project involving a City-Located Section (including any Rearrangements) as listed in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement) or identified in accordance with Section 3.1(a) (Identification of Subject Transportation Projects) or anticipated to involve a City-Located Section (as the context requires); or when referenced in connection with a particular Rearrangement, means the Transportation Project which necessitates such Rearrangement; provided, however, that if LACMTA enters into more than one LACMTA Contract for Construction of a particular Transportation Project, then where the context so requires, the term "Subject Transportation Project" shall refer to that portion of such Transportation Project which is being Constructed by a particular LACMTA Contractor and which necessitates such Rearrangement.

"Support of Excavation" or "SOE" means temporary lateral earth support systems and traffic decking utilized for the Construction of LACMTA underground transit facilities, including all appendage structures. SOE for Subject Transportation Projects are owned and maintained by LACMTA. Temporary as used here means not permanent. The duration of use of the support of excavation will be based on the needs of each

Subject Transportation Project which may extend for months to multiple years. The definition of Support of Excavation does not apply to trench shoring for Utility excavations.

"Temporary Facilities" means a facility constructed for the purpose of ensuring continued service while a City Facility is taken out of full or partial service for permanent Rearrangement and/or any work on a City Facility, which will be removed or restored to its original condition after such Construction activities are completed.

"Temporary Relocation" means: (a) any interim relocation of a Utility (including the installation, removal, and disposal of the interim facility) pending installation of the permanent facility in the same or a new location; and (b) any removal and reinstallation of a Utility in the same place with or without an interim relocation.

"Term" is defined in Section 1.2 (Duration of Agreement).

"Traffic Management Plan" means, with respect to a Subject Transportation Project, a plan that addresses traffic control requirements in Construction areas for the City-Located Section of the Subject Transportation Project, through a worksite traffic control plan and along detour routes through a traffic circulation plan.

"Transportation Project" means a project undertaken by or at the direction of LACMTA pursuant to its authority under Applicable Law to design, construct, operate and/or maintain light rail, heavy rail (including subway), busway, tram, highway, high occupancy toll (HOT) lanes (including Express Lanes/Fastrak, etc.), bike path, active transportation or other forms of transportation or mobility systems and includes either a new system or to modify, alter, extend or maintain an existing Transportation Project. LACMTA has sole discretion in the interpretation of its authority under Applicable Law.

"Utility" means a privately, publicly, or cooperatively owned line, facility, or system (including municipal or government lines, facilities, and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar item, including any fire or police signal system as well as streetlights associated with any publicly-owned roadways.

"Utility Adjustment" means, with respect to a Subject Transportation Project, a relocation (temporary or permanent), abandonment, Protection-in-Place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, rearrangements, or modification of existing Utilities necessary to effect a condition equal to the existing Utility facilities and excluding any Betterments.

"Utility Conflict" means, with respect to a Subject Transportation Project, an existing Utility, which LACMTA determines requires a Utility Adjustment in order to construct, operate or maintain that Subject Transportation Project in compliance with the final environmental impact report or statement and, subject to Section 3.6(a) (Permits), Applicable Law.

"Work Order" means, with respect to a Subject Transportation Project, a written and signed authorization:

- (a) submitted by LACMTA to the City and accepted (or deemed accepted) by the City in accordance with this Agreement, with respect to the performance of any work, services or other activities set out under an Annual Work Plan or otherwise under this Agreement; or
- (b) with respect to the performance of work by the City under a Prior Cooperative Agreement and that continues to apply to the Subject Transportation Project pursuant to Section 11.6(d) (Amendments; Entire Agreement).

"Working Day" means any date that is not a Saturday, a Sunday, a federal or state of California public holiday, or any other legal holiday for LACMTA employees (as adopted by the board of LACMTA) or City employees (as defined under the City of Los Angeles Charter and Administrative Code).

12.2 Interpretation

- (a) In this Agreement unless otherwise expressly stated:

- (i) a reference to a "day" (rather than a Working Day) is a reference to a calendar day;
 - (ii) headings are for convenience only and do not affect interpretation;
 - (iii) a reference to this Agreement or any other agreement, instrument, or document is to this Agreement or such other agreement, instrument, or document as amended or supplemented from time to time;
 - (iv) a reference to this Agreement or any other agreement includes all exhibits, schedules, forms, appendices, addenda, attachments, or other documents attached to or otherwise expressly incorporated in this Agreement or any such other agreement (as applicable);
 - (v) subject to Section 12.2(a)(vi) (Interpretation), a reference to an Article, Section, subsection, clause, Exhibit, schedule, form or appendix is to the Article, Section, subsection, clause, Exhibit, schedule, form, or appendix in or attached to this Agreement;
 - (vi) a reference in the main body of this Agreement, or in an Exhibit, to an Article, Section, subsection, or clause is to the Article, Section, subsection, or clause of the main body of this Agreement, or of that Exhibit (as applicable);
 - (vii) a reference to a person includes such person's permitted successors and assigns;
 - (viii) a reference to a singular word includes the plural and vice versa (as the context may require);
 - (ix) the words "including", "includes" and "include" mean "including, without limitation", "includes, without limitation" and "include, without limitation", respectively and the word "or" is not exclusive;
 - (x) an obligation to do something "promptly" means an obligation to do so as soon as the circumstances permit, avoiding any delay and "shall" when stated is to be considered mandatory;
 - (xi) all Notices, "notices", "requests", and other communications are required to be in writing, and all references to Notices, "notices", "requests", and other communications, by whatever term used, shall be deemed to be followed by the words "in writing" or preceded by the word "written" and delivered in accordance with Section 11.2 (Notices); and
 - (xii) in the computation of periods of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" mean "to and including".
- (b) This Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Agreement or some provision of it, or because that Party relies on a provision of this Agreement to protect itself.
- (c) Except as otherwise expressly provided in this Agreement, if there is any conflict, ambiguity, or inconsistency within this Agreement (including the Exhibits), the order of precedence will be as follows, from highest (commencing with paragraph (i)) to lowest (commencing with paragraph (ii)):
- (i) the terms of Articles 1 (*Scope and Duration*) to 12 (*Definitions and Interpretation*) of this Agreement; and
 - (ii) the terms of the Exhibits to this Agreement,
- in each case, as amended or supplemented from time to time in accordance with this Agreement.
- (d) An amendment or supplement to this Agreement shall take precedence over the term it amends or supplements and with respect to the other terms of this Agreement, will take its precedence from the

term it amends in accordance with this Section 12.2(d). All other documents and terms and conditions not affected by the amendment or supplement shall remain unchanged.

- (e) If either Party discovers a conflict between any terms of this Agreement, the Party shall deliver a Notice to the other Party as soon as practicable from the time of discovery, citing the specific provisions that are in conflict and the matter shall be referred for resolution under Section 2.5 (Issue Resolution).

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

APPROVED AS TO FORM

DAWYN R HARRISON,
County Counsel

By: _____
Teddy Low
Senior Deputy County Counsel

"LACMTA"

THE LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____
Stephanie Wiggins
Chief Executive Officer

APPROVED AS TO FORM

HYDEE FELDSTEIN SOTO

By: _____
Edward Jordan
Assistant City Attorney

"CITY"

THE CITY OF LOS ANGELES

By: _____
Karen Bass
Mayor of the City of Los Angeles

ATTEST

By: _____
Holly L. Wolcott
City Clerk

EXHIBIT 1 – ROLES AND RESPONSIBILITIES

(Article 2)

Part A: LACMTA Representative and City Representative

The initial designations of the LACMTA Representative and City Representative are as follows:

LACMTA Representative	LACMTA Chief Program Management Officer or such other person, or the holder of a specified office or position, specified, from time to time, by LACMTA's Chief Executive Officer, or his/her designee
City Representative	Assistant General Manager or Deputy City Engineer or such other person specified by the Assistant General Manager or Deputy City Engineer or his/her designee

Part B: Summary of Key Roles and Responsibilities

Without limiting the Parties' obligations under this Agreement, the overall roles and responsibilities of the Parties with respect to a Subject Transportation Project pursuant to the lifecycle depicted in Part D of this Exhibit 1 include:

Phase	LACMTA	City
General	- Performing all of LACMTA's obligations under this Agreement and ensuring that the LACMTA Contractors comply with the provisions of this Agreement - Participating in Project Meetings and other activities pursuant to the governance procedures established under this Agreement - Working with the City in good faith in resolving issues at the working level under any project-specific communication protocols or otherwise under the issue resolution ladder established under this Agreement - Preparing and agreeing the Annual Work Plan and any Work Orders	- Performing all of the City's obligations under this Agreement and ensuring that all City Contractors comply with the provisions of this Agreement - Participating in Project Meetings and other activities pursuant to the governance procedures established under this Agreement - Working with LACMTA in good faith in resolving issues at the working level under any project-specific communication protocols or otherwise under the issue resolution ladder established under this Agreement - Working with LACMTA to agree to the Annual Work Plan and Work Orders, including submitting the required Form 60s in accordance with this Agreement
Planning & Advanced Conceptual Engineering and Early Involvement	- Determining if a Transportation Project is anticipated to include a City-Located Section and issuing a LACMTA Project Description to the City for any Transportation Project that is anticipated to include a City-Located Section - Designating the LACMTA Project Liaison for the Subject Transportation Project - Agreeing the communication protocols for the applicable Subject Transportation Project - Managing the planning process and preparing all environmental documents for the Subject Transportation Project, including the EIR/EIS (as applicable) - Preparing Advanced Conceptual Engineering for the Subject Transportation Project - Coordinating and cooperating with the City in performing the Early Involvement Procedures in accordance with this Agreement, including agreeing the Project Definition	- Providing support and assistance to LACMTA by reviewing the conceptual scope of any Rearrangements in City's jurisdiction and identifying possible conflicts and flows. - Providing reasonable assistance to LACMTA in obtaining Governmental Approvals and in dealing with other third parties with respect to the City-Located Section - Designating the City Project Liaison for the Subject Transportation Project - Agreeing the communication protocols for the applicable Subject Transportation Project - Coordinating and cooperating with LACMTA in performing the Early Involvement Procedures in accordance with this Agreement, including agreeing the Project Definition

Phase	LACMTA	City
LACMTA Procurement of LACMTA Contractors	- To the extent permitted or required under this Agreement, cooperating and coordinating with the City to agree to an updated Project Definition prior to release of the Procurement Documents - Preparing the Procurement Documents and managing the procurement(s) for the Subject Transportation Project and ensuring that, with respect to any Rearrangements, the Procurement Documents are prepared in accordance with the applicable Project Definition and the terms of this Agreement	To the extent permitted or required under this Agreement, cooperating and coordinating with LACMTA to agree to an updated Project Definition prior to release of the Procurement Documents
Design	- Preparing or reviewing the Design Management Plan and ensuring that, with respect to any Rearrangements, it complies with the terms of this Agreement - Reviewing Designs prepared by LACMTA Contractor(s) and ensuring that, with respect to any Rearrangements, such Designs are prepared and submitted to the City in accordance with and to the extent required by, this Agreement	- Reviewing and approving Designs submitted to it in accordance with agreed procedures and timelines in this Agreement - Performing any other Design-related obligations under any Work Orders, including any Design work allocated to it and authorized under a Work Order
Construction	- Ensuring that the applicable LACMTA Contractor(s) perform the Construction work for any Rearrangements in accordance with the AFC Designs and the provisions of this Agreement - Ensuring that the Construction work related to Support of Excavation is performed in accordance with the Administrative Approval Checklist (as defined in <u>Exhibit 8 (Support of Excavation)</u>) and the terms of this Agreement - Ensuring the Construction work is performed in accordance with the Construction Staging Plans and the terms of this Agreement	- Performing its Construction or Construction-related obligations under any Work Orders in accordance with this Agreement - Coordinating Adjacent Work and City Construction Work

Part C: Project Coordination

LACMTA Project Liaison and City Project Liaison

Without limiting the Parties' obligations under this Agreement, the respective roles and responsibilities of the LACMTA Project Liaison and City Project Liaison with respect to a Subject Transportation Project include:

LACMTA Project Liaison	City Project Liaison
• Transitioning Subject Transportation Projects from the Planning & Advanced Conceptual Engineering Phase into Design Development • Coordinating with City Project Liaison to resolve issues arising under this Agreement with respect to the Subject Transportation Project in accordance with the agreed project-specific communication protocols and in reporting to the Level 1 Decision Makers and MCA Executive Task Force. Coordinating escalation of issues in accordance with <u>Section 2.5 (Issue Resolution)</u> of this Agreement • Coordinating with the City with respect to the Early Involvement Procedures and agreement of the Project Definition • Providing overall leadership for development of the Procurement Documents • Providing overall leadership for Design Development and Construction of the Subject Transportation Project in accordance with this Agreement • Coordinating and monitoring LACMTA's submittal timelines and ensuring their completeness in accordance with this Agreement • Coordinating with the applicable LACMTA Contractor and City Project Liaison to coordinate City Design reviews of Rearrangements and other activities under this Agreement • Coordinating LACMTA response to City Betterment Requests and delivery of LACMTA Notices of Potential Betterments • Coordinating inspection and Construction closeout activities under the terms of this Agreement • Manage handover and transition to the operations team for the operations and maintenance phase	• Attending all project meetings between LACMTA and City departments/bureaus and any training or briefing sessions related to the Subject Transportation Project that are facilitated by LACMTA. Co-locating with LACMTA project team, to the extent requested by LACMTA and subject to any hybrid working arrangements discussed and agreed by the Parties • Providing guidance to LACMTA as it pertains to expectations of the City departments • Coordinating with the LACMTA Project Liaison to resolve issues arising under this Agreement with respect to the Subject Transportation Project in accordance with the agreed project-specific communication protocols and in reporting to the MCA Executive Task Force. Coordinating escalation of issues in accordance with <u>Section 2.5 (Issue Resolution)</u> of this Agreement • Coordinating early involvement tasks performed by the City and agreement of the Project Definition • Coordinating identification by all City departments of applicable City Standards • Tracking City Design review timelines to ensure conformance with the terms of this Agreement. Coordinating Design review comments from City departments to ensure consistency and collaboration, and resolve conflicts, between City Design review units • Coordinating any City services, reviews and comment submission under this Agreement during Construction • Coordinating inspection and Construction closeout activities under the terms of this Agreement • Coordinating City inputs into the Annual Work Plan and Work Order procedures. Managing level of effort estimates and tracking project costs and budgets against executed Work Orders • Coordinating City submission of City Betterment Requests and City responses to LACMTA Notices of Potential Betterment • Facilitating timely invoicing and payments in accordance with this Agreement

Part D: MCA Project Lifecycle

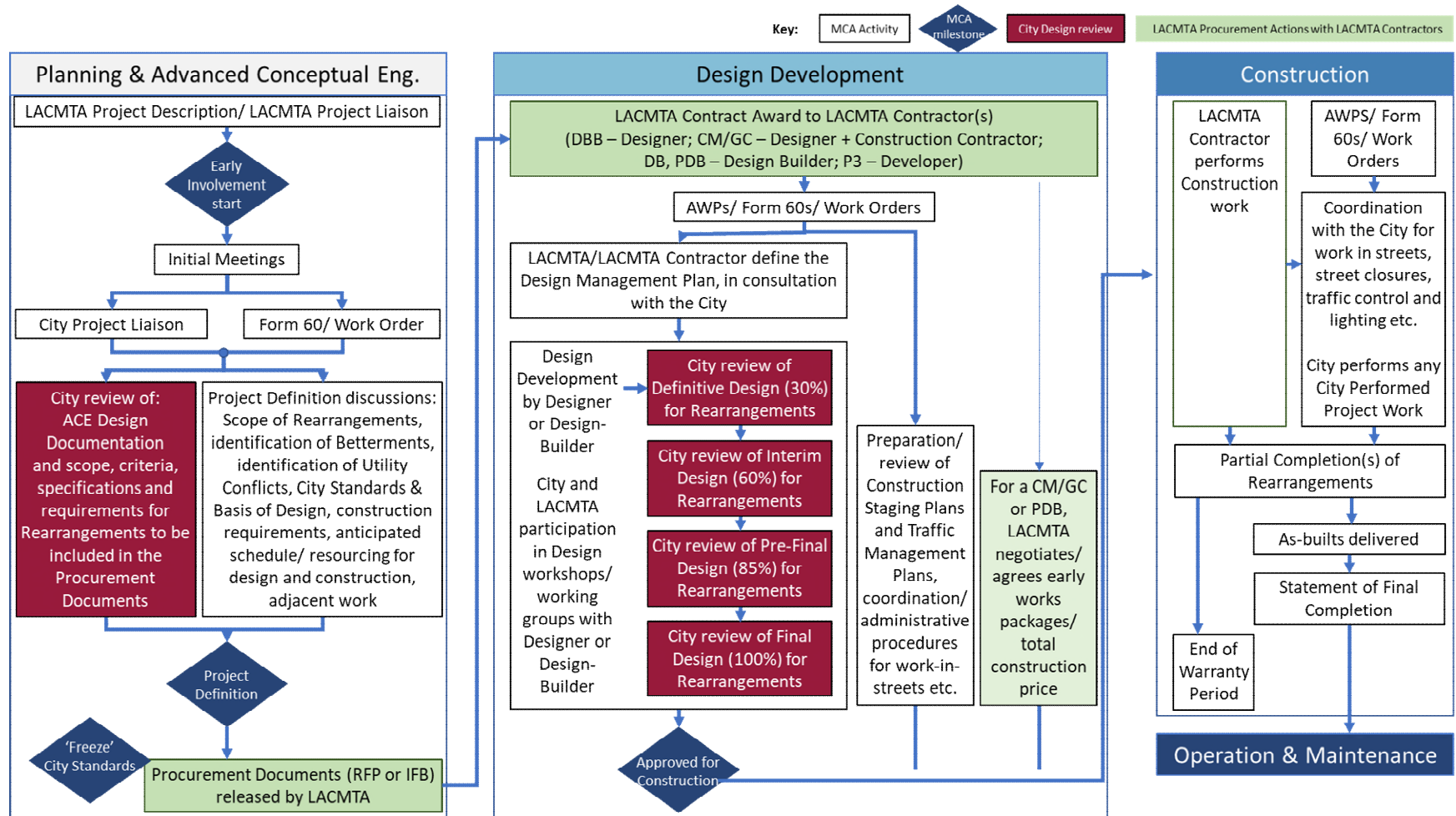


EXHIBIT 2 – ISSUE RESOLUTION LADDER

(Article 2)

1. As depicted in the chart set out in Section 2 below, issues between the Parties that arise with respect to a Subject Transportation Project under this Agreement that cannot be resolved at the working level pursuant to Section 2.4(c) (Project Governance) of this Agreement and the communication protocols agreed for that Subject Transportation Project will be escalated by the Parties for resolution as follows:

1.1 Expedited Ladder

If the issue arises during the Design Phase or Construction Phase of the Subject Transportation Project and is unresolved at the working level pursuant to the communication protocols agreed for that Subject Transportation Project, for 15 Working Days commencing on the date when the LACMTA Project Liaison or the City Project Liaison first identifies the issue or difference to the other in a meeting (as documented in meeting minutes) or in an email notification to the other marked "Issue for Resolution" and describing the issue or difference and the background to it (together with any supporting information), then the Parties will implement the following expedited issue resolution ladder ("**Expedited Ladder**"):

- (a) on the 16th Working Day, the LACMTA Project Liaison will escalate the issue or difference to LACMTA's Level 1 Decision Maker for the Design Phase and Construction Phase of the Subject Transportation Project and the City Project Liaison will escalate the issue or difference to the City's Level 1 Decision Maker responsible for the issue or difference to be resolved, in each case describing the issue or difference and the background to the issue or difference in a position paper (together with any supporting information) and the Level 1 Decision Makers will meet within five Working Days, whether an ad hoc meeting called by either Level 1 Decision Maker or the next standing meeting of the Level 1 Decision Makers held under Section 2.4(d) (Project Governance) of this Agreement (if applicable), to attempt in good faith to resolve the issue or difference. The LACMTA Project Liaison and City Project Liaison will each notify the other that it has escalated the issue or difference to its Level 1 Decision Maker in accordance with this Agreement;
- (b) if the Level 1 Decision Makers are unable to resolve the issue or difference within five Working Days of being notified of the issue or difference, LACMTA's Level 1 Decision Maker will escalate the issue or difference to LACMTA's Level 2 Decision Maker for the Design Phase and Construction Phase and the City's Level 1 Decision Maker will escalate the issue or difference to City's Level 2 Decision Maker, in each case describing the issue or difference and the background to the issue or difference in a position paper (together with any supporting information) and the Level 2 Decision Makers will meet within five Working Days, whether an ad hoc meeting called by either Level 2 Decision Maker or the next standing meeting of the Level 2 Decision Makers (if applicable), to attempt in good faith to resolve the issue or difference. Each Level 1 Decision Maker shall notify the other that it has escalated the issue or difference to its Level 2 Decision Maker in accordance with this Agreement; and
- (c) if the Level 2 Decision Makers are unable to resolve the issue or difference within five Working Days of being notified of the issue or difference, then either Party may refer the issue or difference to the dispute resolution procedures under Article 10 (Resolution of Disputes) of this Agreement.

1.2 Non-Expedited Ladder

If the issue arises during the Planning & Advanced Conceptual Engineering Phase of the Subject Transportation Project and is unresolved at the working level pursuant to the communication protocols for that Subject Transportation Project, for 30 Working Days commencing on the date when the LACMTA Project Liaison or the City Project Liaison first identifies the issue or difference to the other in a meeting (as documented in meeting minutes), in an email notification to the other or by any other process agreed under the communication protocols for the applicable Subject Transportation Project, then the Parties will implement the following non-expedited issue resolution ladder ("**Non-Expedited Ladder**"):

- (a) on the 31st Working Day, the LACMTA Project Liaison will escalate the issue or difference to LACMTA's Level 1 Decision Maker for the Planning & Advanced Conceptual Engineering Phase of the Subject Transportation Project and the City Project Liaison will escalate the issue or difference to the City's Level 1 Decision Maker responsible for the issue or difference to be resolved, in each case describing the issue or difference and the Level 1 Decision Makers will meet within 15 Working Days, to attempt in good faith to resolve the issue or difference. The LACMTA Project Liaison and City Project Liaison will each notify the other that it has escalated the issue or difference to its Level 1 Decision Maker in accordance with this Agreement;
- (b) if the Level 1 Decision Makers are unable to resolve the issue or difference within 15 Working Days of being notified of the issue or difference, LACMTA's Level 1 Decision Maker will escalate the issue or difference to LACMTA's Level 2 Decision Maker for the Planning & Advanced Conceptual Engineering Phase and the City's Level 1 Decision Maker will escalate the issue or difference to the City's Level 2 Decision Maker responsible for the issue or difference, in each case describing the issue or difference and the Level 2 Decision Makers will meet within 15 Working Days, whether an ad hoc meeting called by either Level 2 Decision Maker or the next MCA Executive Task Force meeting (if it is scheduled to occur within the required timeframe), to attempt in good faith to resolve the issue or difference. Each Level 1 Decision Maker will notify the other that it has escalated the issue or difference to its Level 2 Decision Maker in accordance with this Agreement; and
- (c) if the Level 2 Decision Makers are unable to resolve the issue or difference within 15 Working Days of being notified of the issue or difference, then either Party may refer the issue or difference to the dispute resolution procedures under Article 10 (Resolution of Disputes) of this Agreement.

1.3 General

- (a) Any reference in this Exhibit 2 to notification or escalation by a LACMTA representative to another LACMTA representative or by a City representative to another City representative is not intended to require that such notice to be delivered in accordance with Section 11.2 (Notices) of this Agreement but is instead intended to refer to notification in accordance with any internal procedures.
- (b) Any reference in this Exhibit 2 to notifications between the LACMTA Project Liaison and the City Project Liaison is not intended to require that such notice to be delivered in accordance with Section 11.2 (Notices) of this Agreement but is instead intended to refer to notification in accordance with the with the agreed communication protocols for the applicable Subject Transportation Project and in the absence of such agreement, to notification by email.
- (c) Under either the Expedited Ladder or the Non-Expedited Ladder, an issue or difference that has been escalated to the Level 1 Decision Makers may be further expedited for resolution by the Level 1 Decision Makers and the Level 2 Decision Makers at the next scheduled MCA Executive Task Force meeting, provided that such MCA Executive Task Force meeting occurs within the timeframes set out under the Expedited Ladder or the Non-Expedited Ladder (as applicable).
- (d) Any reference in this Exhibit 2 to a meeting is intended to refer to a meeting held in person or via videoconference or teleconference.
- (e) Each issue escalated under Section 2.5 (Issue Resolution) of the Agreement and this Exhibit 2 shall be owned by the LACMTA Project Liaison and City Project Liaison, who shall be responsible for tracking the issue through to resolution.
- (f) Any resolution of an issue or difference agreed by the Parties will be documented by the Parties in writing. Any amendments to this Agreement agreed by the Parties as part of the resolution of an issue or difference will be finalized and documented in accordance with Section 11.6 (Amendments: Entire Agreement) of this Agreement.

- (g) LACMTA and the City may internally consult with the LACMTA Chief Executive Officer and Mayor of the City respectively with respect to an issue or difference that arises under this Agreement, at that Party's discretion.

2. **Level 1 Decision Makers and Level 2 Decision Makers**

	LACMTA	City
Level 1 Decision Makers	• Planning & Advanced Conceptual Engineering Phase – Deputy Chief Planning Officer or Deputy Chief Program Management Officer (as applicable to the issue or difference, at LACMTA's discretion) responsible for the Subject Transportation Project • Design Phase and Construction Phase – Deputy Chief Program Management Officer responsible for the Subject Transportation Project	Assistant General Manager or Deputy City Engineer (as applicable to the issue or difference, at the City's discretion)
Level 2 Decision Makers	• Planning & Advanced Conceptual Engineering Phase – Chief Planning Officer or Chief Program Management Officer (as applicable to the issue or difference, at LACMTA's discretion) • Design Phase and Construction Phase – Chief Program Management Officer	General Manager or City Engineer (as applicable to the issue or difference, at the City's discretion)

3. Chart depicting the Non-Expedited Ladder and Expedited Ladder

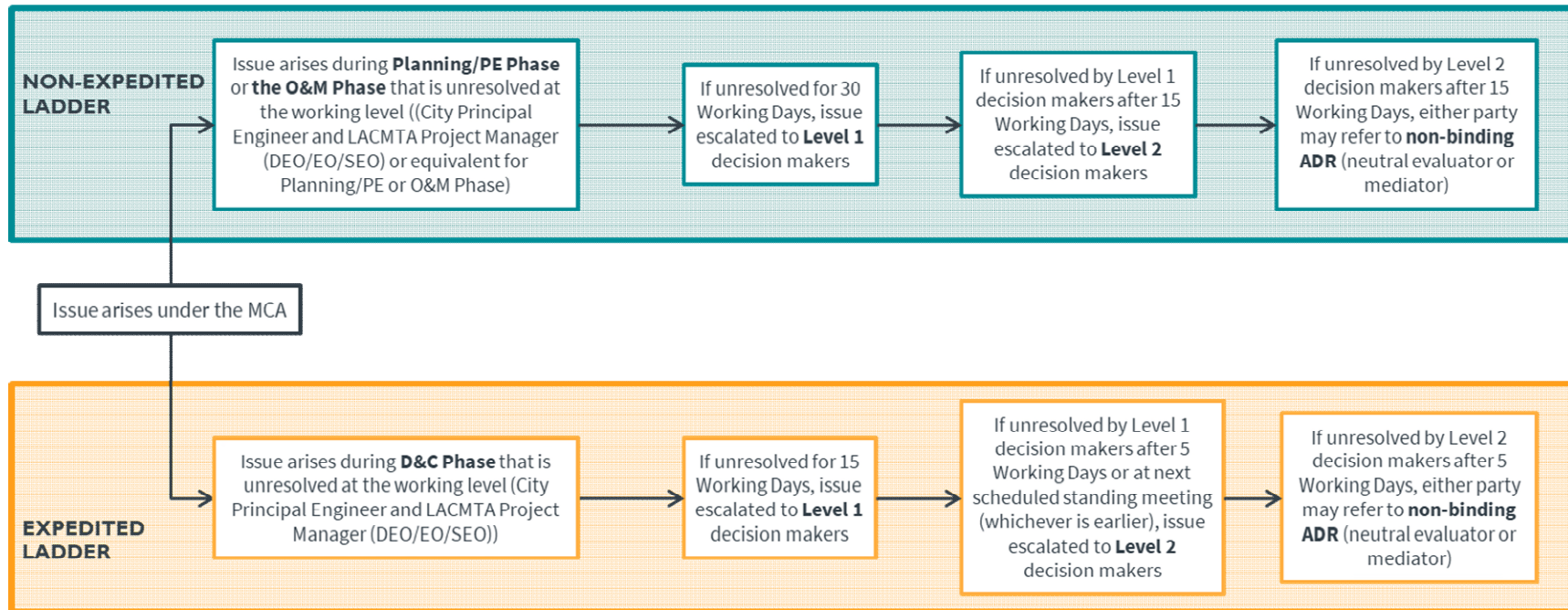


EXHIBIT 3– EARLY INVOLVEMENT

Part A - Subject Transportation Projects as of the Effective Date

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule (Key Milestones)	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
Projects in operation but subject to conclusion of the close-out procedures					
All LACMTA Transportation Projects that have achieved operating status/ completion of construction but that continue to progress through the full close-out process with the City. This includes: • Crenshaw LAX Transit Corridor (K Line) • Union Station Patsaouras Bus Plaza • Sound Wall Package 11/ North Hollywood • I-405 Sepulveda Pass Improvements • Eastside Access Improvements Project • Blue Line (A Line) Improvements • Blue Line (A Line) Pedestrian Gates • Cesar Chavez Bus Improvements • Regional Connector	Various (generally Design-Bid-Build or Design-Build)	Operation & Maintenance	Various depending on the project.	Various	The terms of the applicable Prior Cooperative Agreement, the supplemental agreement dated June 6, 2019 (with respect to the Regional Connector project only), the supplemental agreement dated May 27, 2020 (with respect to the Crenshaw LAX Corridor project only), and any current Annual Work Plans or Work Orders will continue to apply except that: • <u>Section 2.5 (Issue Resolution)</u> and <u>Article 10 (Resolution of Disputes)</u> will apply to the extent issues of disputes arise with respect to the applicable Transportation Projects; and • the MCA Executive Task Force may include discussing the applicable Transportation project at any meetings held under <u>Section 2.3 (MCA Executive Task Force)</u>.

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule (Key Milestones)	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
Projects currently in the Construction Phase					
Purple (D Line) Extension Transit Project	Design-Build	Construction	Section 1 – Jim Cohen Section 2 – Michael McKenna Section 3 – Kimberly Ong	Section 1 forecast opening Spring 2025 Section 2 forecast opening Fall 2025 Section 3 forecast opening Fall 2027	The terms of the applicable Prior Cooperative Agreement and any current Annual Work Plans or Work Orders will continue to apply except that: • <u>Section 2.5 (Issue Resolution)</u> and <u>Article 10 (Resolution of Disputes)</u> will apply to the extent issues of disputes arise with respect to the applicable Transportation Projects; • the MCA Executive Task Force may include discussions regarding this Subject Transportation Project at any meetings held under <u>Section 2.3 (MCA Executive Task Force)</u>. A City Project Liaison is not required to be appointed with respect to this Subject Transportation Project.
Division 20 Portal Widening & Turnback Facility	Design-Bid-Build	Construction	Albert Soliz	Construction forecast completion Spring 2026	The terms of the applicable Prior Cooperative Agreement and any current Annual Work Plans or Work Orders will continue to apply except that: • <u>Section 2.5 (Issue Resolution)</u> and <u>Article 10 (Resolution of Disputes)</u> will apply to the extent issues of disputes arise with respect to the applicable Transportation Projects; and • The MCA Executive Task Force may include discussions regarding this Subject Transportation Project at any meetings held under <u>Section 2.3 (MCA Executive Task Force)</u>.

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule Milestones	(Key	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
						A City Project Liaison is not required to be appointed with respect to this Subject Transportation Project.
Rail to Rail	Design-Bid-Build	Construction	Rafie Zamani	Forecast completion 2024	Fall	The terms of the applicable Prior Cooperative Agreement, the funding agreement executed in March 2022, and any current Annual Work Plans or Work Orders will continue to apply except that: • <u>Section 2.5 (Issue Resolution)</u> and <u>Article 10(Resolution of Disputes)</u> will apply to the extent issues of disputes arise with respect to the applicable Transportation Projects; and • the MCA Executive Task Force may include discussions regarding this Subject Transportation Project at any meetings held under <u>Section 2.3 (MCA Executive Task Force)</u>. A City Project Liaison is not required to be appointed with respect to this Subject Transportation Project.
Metro Center Project	Design-Build	Construction	Albert Soliz	Substantial completion forecast Quarter 4 2023		The terms of the applicable Prior Cooperative Agreement and any current Annual Work Plans or Work Orders will continue to apply except that: • <u>Section 2.5 (Issue Resolution)</u> and <u>Article 10(Resolution of Disputes)</u> will apply to the extent issues of disputes arise with respect to the applicable Transportation Projects; and • the MCA Executive Task Force may include discussions regarding this Subject

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule (Key Milestones)	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
					Transportation Project at any meetings held under <u>Section 2.3 (MCA Executive Task Force)</u>. A City Project Liaison is not required to be appointed with respect to this Subject Transportation Project.
Projects in the Planning & Advanced Conceptual Engineering or the Design Phase as of the Effective Date					
East San Fernando Valley LRT	Progressive Design-Build	Design Development	Gregory Gastelum	Forecast completion Summer 2030	The terms of this MCA will apply, subject to: - the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024; - the Work Orders agreed prior to the Effective Date; and - Design deviations already agreed/reviews already undertaken as of the Effective Date. As the Subject Transportation Project is already in the Design Development phase, the Early Involvement Procedures <u>will not</u> apply. A City Project Liaison will be appointed within 90 days of the Effective Date in accordance with <u>Section 2.4(a) (Project Governance)</u> of this Agreement.
Orange (G Line) BRT Improvements	Progressive Design-Build	Design Development	Annalisa Murphy	Forecast completion Winter 2026	The terms of this MCA will apply, subject to: - the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024; - the Work Orders agreed prior to the Effective Date;

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule (Key Milestones)	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
					- the bikeway license agreement dated August 16, 2007; - the supplemental agreement dated January 20, 2015; - Design deviations already agreed/reviews already undertaken as of the Effective Date. As the Subject Transportation Project is already in the Design Development phase, the Early Involvement Procedures will not apply. A City Project Liaison is not required to be appointed within 90 days of the Effective Date. However, if LACMTA issues a Notice requesting appointment of a City Project Liaison, the City will submit a Form 60 with respect to the City Project Liaison role within 20 Working Days of that Notice and <u>Section 2.4 (Project Governance)</u> of this Agreement will apply.
I-105 ExpressLanes Project	CM/GC	Design Development	James Wei	Forecast completion Summer 2028 Segmented approach to delivery	The terms of this MCA will apply, subject to: - the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024; - the Work Orders agreed prior to the Effective Date; and - Design deviations already agreed/reviews already undertaken as of the Effective Date. As the Subject Transportation Project is already in the Design Development phase, the Early Involvement Procedures will not apply.

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule (Key Milestones)	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
					A City Project Liaison is not required to be appointed within 90 days of the Effective Date. However, if LACMTA issues a Notice requesting appointment of a City Project Liaison, the City will submit a Form 60 with respect to the City Project Liaison role within 20 Working Days of that Notice and <u>Section 2.4 (Project Governance)</u> of this Agreement will apply.
Link US	CM/GC	Design Development	Scott McConnell	Procurement of CM/GC anticipated in 2024 Forecast completion 2032	The terms of this MCA will apply, subject to: - the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024; - the Work Orders agreed prior to the Effective Date; - Design deviations already agreed/reviews already undertaken as of the Effective Date. As the Subject Transportation Project is already in the Design Development phase, the Early Involvement Procedures will not apply. A City Project Liaison is not required to be appointed within 90 days of the Effective Date. However, if LACMTA issues a Notice requesting appointment of a City Project Liaison, the City will submit a Form 60 with respect to the City Project Liaison role within 20 Working Days of that Notice and <u>Section 2.4 (Project Governance)</u> of this Agreement will apply.
Brighton to Roxford	Design-Bid-Build	Design Development	Brian Baldarama	Forecast completion 2027	The terms of this MCA will apply, subject to the allocation for the Subject Transportation Project

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule Milestones (Key	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
					under the Annual Work Plan for fiscal year 2023/2024. As the Subject Transportation Project is already in the Design Development phase, the Early Involvement Procedures will not apply. A City Project Liaison is not required to be appointed within 90 days of the Effective Date. However, if LACMTA issues a Notice requesting appointment of a City Project Liaison, the City will submit a Form 60 with respect to the City Project Liaison role within 20 Working Days of that Notice and <u>Section 2.4 (Project Governance)</u> of this Agreement will apply.
North Hollywood to Pasadena BRT	CM/GC	Design Development	Mark Van Gessel	Procurement of CM/GC anticipated in Winter 2023 Forecast completion Spring 2027	The terms of this MCA will apply, subject to the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024. As the Subject Transportation Project is already in the Design Development phase, the Early Involvement Procedures will not apply. A City Project Liaison is not required to be appointed within 90 days of the Effective Date. However, if LACMTA issues a Notice requesting appointment of a City Project Liaison, the City will submit a Form 60 with respect to the City Project Liaison role within 20 Working Days of that Notice and <u>Section 2.4 (Project Governance)</u> of this Agreement will apply.
Doran Street Grade Separation	Design-Bid-Build	Planning & Advanced Conceptual Engineering	Brian Baldarama	Forecast completion 2030	The terms of this MCA will apply, subject to the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024.

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule Milestones	(Key Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements)
					The Early Involvement Procedures <u>will</u> apply. In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.
West Santa Ana Branch Project (Downtown Segment)	To be determined	Planning & Advanced Conceptual Engineering	June Susilo	To be determined	The terms of this MCA will apply, subject to the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024. The Early Involvement Procedures <u>will</u> apply. In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.
Sepulveda North	P3	Planning & Advanced Conceptual Engineering	Kavita Mehta	To be determined	The terms of this MCA will apply, subject to the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024. The Early Involvement Procedures <u>will</u> apply. In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.
Next Gen Speed and Reliability	Various	Planning & Advanced	Stephen Tu and James Shahamiri	To be determined	The terms of this MCA will apply, subject to the allocation for the Subject Transportation Project under the Annual Work Plan for fiscal year 2023/2024.

Subject Transportation Project	Project Delivery Method	Phase/ Status as of the Effective Date	LACMTA Project Liaison	Anticipated Schedule Milestones (Key	Active Authorized Annual Work Plans/ Work Orders and any Applicable Continuing Terms from the Prior Cooperative Agreements
		Conceptual Engineering			The Early Involvement Procedures <u>will</u> apply. In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.
Crenshaw North	To be determined	Planning & Advanced Conceptual Engineering	To be determined	To be determined	The terms of this MCA will apply. The Early Involvement Procedures <u>will</u> apply. In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.
LA River Path	CM/GC	Planning & Advanced Conceptual Engineering	James Wei	Procurement of CM/GC anticipated in 2024	The terms of this MCA will apply. The Early Involvement Procedures <u>will</u> apply. In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.
Vermont North	To be determined	Planning & Advanced Conceptual Engineering	To be determined	To be determined	The terms of this MCA will apply. The Early Involvement Procedures <u>will</u> apply. In accordance with <u>Section 2.4 (Project Governance)</u> of this Agreement, the City Project Liaison will be appointed following the initial meeting held under the Early Involvement Procedures.

Part B – Form of LACMTA Project Description

To: City of Los Angeles (the "**City**")

From: Los Angeles County Metropolitan Transportation Authority ("**LACMTA**")

This LACMTA Project Description has been prepared and delivered in accordance with the Master Cooperative Agreement between LACMTA and the City dated [•] (the "**Agreement**"). Words defined in the Agreement have the same meaning in this LACMTA Project Description.

IMPORTANT NOTICE: This LACMTA Project Description sets out the anticipated details for the Subject Transportation Project named in this request as at the date of this request. Where details are not yet available, this has been indicated within the form as "To be provided separately". All details are subject to be amended or supplemented by LACMTA in accordance with <u>Section 3.1 (Identification of Subject Transportation Projects)</u> of the Agreement. In addition, to the extent this LACMTA Project Description is being delivered prior to receipt of any applicable environmental approval(s) for the Subject Transportation Project, <u>Section 3.1(b)(ii) (Identification of Subject Transportation Projects)</u> of this Agreement will apply.	
Date:	<i>[Insert date of delivery of this LACMTA Project Description]</i>
Name of Subject Transportation Project:	<i>[Insert Project Name]</i>
LACMTA Project Liaison:	<i>[Insert name of initial LACMTA Project Liaison]</i>
Subject Transportation Project Short Description:	<i>[Insert short (2-3 paragraphs) description of the project, including the project objectives]</i>
Subject Transportation Project URL:	<i>[Include a link to the LACMTA project webpage and/or dropbox link for the project where further details have been or will be posted]</i>
Anticipated Contractual Packages and Anticipated Project Delivery Method for each Contractual Package:	<i>[If available, identify the anticipated contractual packages, for example, LACMTA retained scope, any AUR or other advanced work contractual packages, the core scope package. For each contractual package, identify the anticipated project delivery method. If not yet available, indicate anticipated schedule for decision.]</i>
Phase/Status as of the Date of this LACMTA Project Description:	<i>[Indicate the current phase (for example, Planning & Advanced Conceptual Engineering Phase) and any other relevant information about the status of the Subject Transportation Project within the phase.]</i>
Current Status of Environmental Approval Process:	<i>[Indicate any environmental approvals required for the Subject Transportation Project and the current status.]</i>
Anticipated Funding Sources:	<i>[For the purposes of giving an indication of whether federal requirements will apply, indicate the current anticipated funding sources (local, state, and/or federal)]</i>
Anticipated Schedule (Anticipated Key Milestone Dates):	<i>[Include a summary or attachment showing the current anticipated schedule, including the key milestones relevant to this Agreement. In particular, the anticipated dates/milestones for agreement of the Project Definition, completion of the Planning & Advanced Conceptual Engineering Phase and the advertisement of the Procurement Documents.]</i>

	<i>To the extent an alternative delivery model is being adopted, indicate any anticipated milestones where certain matters under the Project Definition can be resolved after contract award and during Phase 1.]</i>
Anticipated Project ROW/City-Located Section (noting that this may be subject to the environmental approval process):	<i>[Include a high-level description or map of the proposed alignment through the City either here, by attachment to this notice or by reference to the draft environmental documents.]</i>
Proposed Date for Early Involvement Kick-Off Meeting:	<i>[Insert proposed date]</i>
Target Date for Documenting the Project Definition:	<i>[Insert proposed date]</i>
Anticipated Date for Issuance of Procurement Documents:	<i>[Insert proposed date]</i>

Part C – Early Involvement Procedures

1. Initial Meeting(s)

Within 15 days of delivery of a LACMTA Project Description for a Subject Transportation Project, LACMTA will convene an initial meeting (or initial meetings, as required) with all City Reviewing Departments with respect to the Subject Transportation Project. The initial meeting(s) will include:

- (a) an introduction by LACMTA to:
 - (i) the LACMTA Project Liaison and other LACMTA team members with responsibility for delivery of the Subject Transportation Project;
 - (ii) the Subject Transportation Project, including an overview of the anticipated Project ROW, anticipated funding sources, and anticipated contract packaging and delivery methods;
 - (iii) the Subject Transportation Project anticipated elements and scope within the City-Located Section of that Subject Transportation Project;
 - (iv) the current status of the Subject Transportation Project and an overview of the anticipated schedule for the Subject Transportation Project; and
 - (v) an overview of the key risks identified for the Subject Transportation Project and how those are anticipated to be allocated;
- (b) a discussion of the resourcing needs to support the Subject Transportation Project, both in terms of the Early Involvement Procedures and the later phases of the Subject Transportation Project, including for the purposes of:
 - (i) estimating the number of full-time equivalents, and any particular skill-sets or qualifications, required to perform the anticipated workload and achieve key milestones for the life of the Subject Transportation Project and ensuring LACMTA provides the City with supporting documentation for the City to seek adequate funding and authority through the City budget process to ensure the availability of City resources;
 - (ii) estimating the workload to be performed by a City Project Liaison with respect to the Subject Transportation Project and agreeing in accordance with Section 2.4 (Project Governance) of this Agreement, whether or not a dedicated City Project Liaison is required for the Subject Transportation Project; and
 - (iii) cooperating to develop the first Annual Work Plan for the Subject Transportation Project, in accordance with Section 3.3 (Annual Work Plan) of this Agreement and providing the City with the information required to prepare and submit a Form 60 to LACMTA in accordance with Section 3.4 (Work Orders) of this Agreement for the work, support and services to be performed by the City as part of the Early Involvement Procedures for the Subject Transportation Project; and
- (c) a discussion of any additional project-specific training that may be required to supplement the programmatic training agreed under Section 2.6(h) (Assigned Personnel).

LACMTA will be responsible for inviting the affected City Council district office to the initial meeting or convening a separate meeting with the affected City Council district office to introduce the Subject Transportation Project.

2. **Resourcing and Governance Process**

Following the initial meeting(s) held under Section 1 above:

- (a) the City will designate a City Project Liaison in accordance with Section 2.4 (Project Governance) of this Agreement and the agreement reached with LACMTA under Section 1(b)(i) above;
- (b) LACMTA will provide the City with information with respect to anticipated Work Orders and:
 - (i) the City will submit a Form 60 to LACMTA for the work, support and services to be performed as part of the Early Involvement Procedures and that are eligible for reimbursement in accordance with Part D (Reimbursement for Participation in Early Involvement Procedures) of this Exhibit 3; and
 - (ii) the Parties will agree to the first Annual Work Plan, and Work Orders, in each case in accordance with Sections 3.3 (Annual Work Plan) and 3.4 (Work Orders) of this Agreement and the discussions held under Section 1(b)(i) above; and
- (c) in accordance with Section 3.1 (Identification of Subject Transportation Projects) of this Agreement, LACMTA will notify the City of any amendments or supplements to the details set out in the LACMTA Project Description. A revision to a Form 60 previously submitted by the City may be required to reflect any amendments or supplements from LACMTA.

3. **Project Definition**

3.1 **Review of ACE Design Documentation**

- (a) LACMTA will submit the ACE Design Documentation that has been prepared for the Subject Transportation Project to the City and convene an Advanced Conceptual Engineering workshop(s) to present to the City that ACE Design Documentation for the Subject Transportation Project. The agenda for the Advanced Conceptual Engineering workshop(s) will include discussion of the key aspects of the Design or Construction of the Subject Transportation Project that impact the scope, criteria, specifications and requirements for those proposed Rearrangements that form or are intended to form, the basis of the Procurement Documents or any other part of the Project Definition. Such elements may include:
 - (i) Roadway width and alignment;
 - (ii) Sidewalk and parkway width;
 - (iii) Bus/ rail interface and bus stops (including the length of bus pads);
 - (iv) Curb ramps/ADA requirements;
 - (v) Illumination requirements;
 - (vi) Hydraulics/ drainage; or
 - (vii) Preliminary tree removals/ replacement conditions.
- (b) The City will actively participate in the Advanced Conceptual Engineering workshop(s). Upon conclusion of the workshop(s), the City will provide subsequent written comments to the ACE Design Documentation submitted by LACMTA to assist LACMTA in the identification of the preliminary scope of Rearrangements, City Standards, criteria, specifications and requirements for those proposed Rearrangements that form or are intended to form, the basis of the Procurement Documents, and Utility Adjustments for the purposes of advertisement of the Procurement Documents for the Subject

Transportation Project and as described below. The City Project Liaison will ensure the Reviewing Departments attend the Advanced Conceptual Engineering workshop(s) and provide written comments to the ACE Design Documentation. The City Project Liaison shall invite the Mayor's Office and City Council Offices to participate in the Advanced Conceptual Engineering workshop(s). The City Project Liaison will be responsible for submitting written comments to the ACE Design Documentation from the Mayor's Office and the affected City Council Offices.

- (c) LACMTA will notify the City of any matters or issues referred to in this Part C of this Exhibit 3 that may be agreed at a later stage of the Subject Transportation Project based on the Project Delivery Method and Project Schedule for that Subject Transportation Project.
- (d) LACMTA's deferral of any issues shall not relieve LACMTA of its compliance with Section 4.2 (Design Requirements) of this Agreement, including the requirement for the Designs of Rearrangements to comply with the City Standards and other requirements set out in Section 4.2 (Design Requirements) of this Agreement.

3.2 **Scope of Rearrangements**

- (a) LACMTA will prepare the ACE Design Documentation for the Subject Transportation Project for the City to review, and the Parties will discuss in good faith, the scope of Rearrangements for the purpose of advertisement of the Procurement Documents, including:
 - (i) any removals, replacements, restorations, alterations, reconstruction, support, or relocation of all or a portion of any Conflicting Facilities whether permanent or temporary, which are necessary in order for the Subject Transportation Project to comply with Applicable Law;
 - (ii) any removals, replacements, restorations, alterations, reconstruction, support, or relocation of all or a portion of any Conflicting Facilities whether permanent or temporary, which are necessary for LACMTA to construct, operate, maintain, or remove the Subject Transportation Project and for the City to construct, operate, maintain, or remove City Facilities; and
 - (iii) any new and required City Facilities which are necessary to install in order for the Subject Transportation Project to comply with Applicable Law and for any Rearrangements to comply with Applicable Law and City Standards.
- (b) The Rearrangements identified under this Section 3.2 will be listed in the Project Definition.
- (c) The City Project Liaison will be responsible for coordinating with all Reviewing Departments to obtain written comments to the scope of Rearrangements. The City Project Liaison shall invite the Mayor's Office and City Council Offices to provide comments to the scope of Rearrangements. The City Project Liaison will not be responsible for submitting written comments from the Mayor's Office and the City Council Offices to LACMTA.. To the extent the Parties are unable to resolve the comments and agree to the scope of the Rearrangements, the issue will be escalated under Section 2.5 (Issue Resolution) of this Agreement in sufficient time for resolution prior to the end of the Planning & Advanced Conceptual Engineering Phase and the advertisement of the Procurement Documents for the Subject Transportation Project.

3.3 **Identification of Betterments**

- (a) To the extent that the City identifies any proposed Betterments falling within paragraph (a) of the definition of "Betterment", during its review of the Advanced Conceptual Engineering or otherwise during the activities under this Part C, it will submit a completed City Betterment Request for LACMTA's review and approval in accordance with Section 6.1 (Notice of Betterments) of this Agreement. The City Project Liaison will be responsible for coordinating with all Reviewing Departments to identify any proposed Betterments requested by City Departments. Requests for Betterments requested by the Mayor's Office or a City Council Office shall be discussed directly

between those offices and LACMTA. The City Project Liaison shall not be responsible for coordinating those requests.

- (b) LACMTA will review any City Betterment Requests submitted by the City and counter-sign the City Betterment Request to the extent a requested Betterment is approved in accordance with Section 6.2 (Approval of Betterments) of this Agreement.
- (c) Any Betterments approved by LACMTA for inclusion in the scope of the Subject Transportation Project will be included in the Project Definition as described under Section 3.11 below. The Parties acknowledge that any additional mitigations (at the City's cost) with respect to the Betterment may need to be included and addressed in the final EIR/EIS Documents and the City agrees to cooperate with LACMTA in providing all such information and documents as may be required for this purpose.

3.4 Initial Identification of Utility Conflicts

- (a) Together with the preparation and review of the ACE Design Documentation and otherwise as requested by LACMTA, the City will cooperate with LACMTA by providing access to any locational data or other information as described in Section 1 (Identification of Utility Conflicts) of Exhibit 4 (Utility Adjustment Procedures).
- (b) Prior to establishing the Project Definition for a Subject Transportation Project, LACMTA will submit an initial list of identified Utility Conflicts as described in Section 1 (Identification of Utility Conflicts) of Exhibit 4 (Utility Adjustment Procedures), in which case the Parties will perform the activities under Sections 2.1(a) and 2.1(b) (Interface with Utility Owner) of Exhibit 4 (Utility Adjustment Procedures) with respect to the Utility Conflicts identified in that initial list.

3.5 City Standards

- (a) LACMTA will notify the City if it objects to any City Standards that would otherwise be applicable to the Rearrangements performed for a Subject Transportation Project on the basis of Section 4.5(a) (City Standards) of this Agreement and/or of any requested deviations to the applicable City Standards necessary for the Subject Transportation Project and/or to the City Design and Construction requirements set out in Exhibit 9 (Special Permitting Process).
- (b) Any deviations to the City Standards and/or to the City Design and Construction requirements set out in Exhibit 9 (Special Permitting Process) agreed by the Parties will be included in the Project Definition as described under Section 3.11 below.

3.6 Scope, criteria, specifications and requirements for each Rearrangement

- (a) The City will provide LACMTA with any other applicable City design criteria, specifications and requirements applicable to each Rearrangement that are not already incorporated in the City Standards or the City Design and Construction requirements set out in Exhibit 9 (Special Permitting Process) and that will inform the Procurement Documents for the proposed Rearrangements for a Subject Transportation Project. The City Project Liaison will be responsible for coordinating with the City departments to notify LACMTA of the complete list of any such additional design criteria, specifications and requirements criteria.
- (b) LACMTA and City will engage in workshop(s) to discuss the scope of the Rearrangement and any additional criteria, specifications and requirements provided by the City under Section 3.6(a) above, including any proposed deviations to those additional criteria, specifications, and requirements. The City Project Liaison will be responsible for inviting the affected City Council district office to the workshops and coordinating with all Reviewing Departments to ensure attendance by all Reviewing Departments at such workshop(s).
- (c) Any additional applicable City design criteria, specifications and requirements agreed by the Parties under this Section 3.6 will be included in the Project Definition as described under Section 3.11 below.

- (d) Following presentation of the ACE Design Documentation and identification of the proposed Rearrangements under Section 3.2 above and the provision of information and workshops under Sections 3.6(a) and 3.6(b) above, LACMTA will submit for City review the draft scope, criteria, specifications and requirements for those proposed Rearrangements that form or are intended to form, the basis of the Procurement Documents issued by LACMTA for the applicable Subject Transportation Project and that includes the Design and/or Construction of the Rearrangement within its scope. Together with such submission, LACMTA will attach the agreed deviations from any City design or construction requirements. The City will review the draft scope, criteria, specifications and requirements for that Rearrangement for conceptual compliance with the City Standards identified under Section 3.5 above and otherwise for compliance with this Agreement (in each case, subject to any agreed deviations) and provide comments to LACMTA in accordance with Exhibit 7 (LACMTA Submittal Procedure). The City Project Liaison will be responsible for coordinating the submission of comments from all Reviewing Departments. The City Project Liaison will be responsible for obtaining comments that may be submitted by the Mayor's Office or an affected City Council district office.
- (e) The Parties will discuss in good faith and resolve comments submitted by the City and mutually agree to the scope, criteria, specifications and requirements for the proposed Rearrangements for inclusion in the applicable Procurement Documents. The scope, criteria, specifications and requirements for the proposed Rearrangements for inclusion in the applicable Procurement Documents as agreed by the Parties will be included in the Project Definition as described under Section 3.11 below.

3.7 Construction Requirements

LACMTA and the City will discuss in good faith the key aspects of the Construction for the Subject Transportation Project. Such elements may include:

- (a) variances, full street closures and streets subject to peak-hour restrictions and holiday season street closure restrictions (holiday moratorium), including discussion and identification of any required City Council approvals;
- (b) instrumentation; and
- (c) support of excavation requirements.

The approach to these elements agreed by the Parties (including the affected City Council district office) will be included in the Project Definition as described under Section 3.11 below.

3.8 Requests for City Assistance

Without limiting additional requests in a later phase of the Subject Transportation Project, the Parties may discuss in good faith (at the request of either Party) any potential opportunities for the City to perform:

- (a) Design work with respect to the Design of a Rearrangement in accordance with Section 4.1(c) (Design Responsibilities) of this Agreement;
- (b) Construction work with respect to a Rearrangement in accordance with Section 5.1(b) (Construction Responsibilities) of this Agreement; and/or
- (c) additional Construction work with respect to the City-Located Section of the Subject Transportation Project that is not part of any Rearrangement in accordance with Section 5.1(b) (Construction Responsibilities) of this Agreement and pursuant to the procedures and subject to the requirements set out under Exhibit 5 (City-Performed Project Work).

It is understood that the City is not obligated to perform any of the work described in this Section 3.8 unless mutually agreed.

3.9 Anticipated Schedule and Resourcing Requirements

- (a) LACMTA will convene a schedule workshop to present to the City the anticipated schedule for the City-Located Section of the Subject Transportation Project, including the then anticipated, and preliminary, schedule for procurement, design development, right of way acquisition, construction, testing and commissioning.
- (b) LACMTA and the City will review the anticipated schedule, acknowledging it is preliminary and acknowledging that the Design Management Plan and scheduling of design package review will be established by the applicable LACMTA Contractor, and look ahead to identify resourcing requirements for the City to support the delivery of the Subject Transportation Project in accordance with the terms of this Agreement, taking into account any discussions under Section 3.8 above.
- (c) LACMTA and the City will review the design review checklists set out in Part C (Design Development Checklists) of Exhibit 7 (LACMTA Submittal Procedure) and engage in workshops to agree any variations to those design review checklists for the purposes of the Subject Transportation Project, taking into account the Project Delivery Method, schedule, and scope of the Subject Transportation Project. Any agreed variations to the design review checklists agreed by the Parties will be included in the Project Definition as described under Section 3.11 below.

3.10 Anticipated Interfaces and Adjacent Work

- (a) In accordance with Section 3.7 (Coordination of Work) of this Agreement, City will notify LACMTA of any known or anticipated Adjacent Work with respect to the Subject Transportation Project.
- (b) LACMTA and the City will engage in any Adjacent Work or other interface workshop(s) to agree to the approach to coordinating design inputs and scheduling construction or other work.

3.11 Establishing the Project Definition

- (a) The updated details of the Subject Transportation Project and all matters agreed under this Part C for a Subject Transportation Project will be documented by LACMTA in the form of Project Definition set out in Part E of this Exhibit 3. LACMTA will prepare and sign the Project Definition and submit it to the City for the City's review (to confirm that it reflects the agreements reached), acceptance and counter-signature.
- (b) Any matters or issues not agreed at the time of documenting and signing the Project Definition will be described in the Project Definition. Unless LACMTA has notified the City in the applicable LACMTA Project Description or otherwise in accordance with this Part C of this Exhibit 3 that such outstanding matters or issues may be agreed at a later stage of the Subject Transportation Project based on the Project Delivery Method and schedule for that Subject Transportation Project, matters marked as not agreed will be referred promptly for resolution under Section 2.5 (Issue Resolution) of this Agreement, for the purposes of achieving resolution prior to the scheduled date for advertisement of the Procurement Documents by LACMTA.
- (c) City agreement of the Project Definition will not constitute approval of the Final Design Documents. LACMTA must ensure that Final Design Documents conform to the applicable City Standards and Design requirements under this Agreement.

Part D – Reimbursement for Participation in Early Involvement Procedures

1. Eligible for Reimbursement

The following activities performed as part of the Early Involvement Procedures are eligible for reimbursement in accordance with Sections 3.4 (Work Orders) and 8.1 (Reimbursements to the City) of this Agreement:

- (a) Review of Advanced Conceptual Engineering;
- (b) All technical, support services, and other activities described in Part C of this Exhibit 3 and not expressly excluded under Section 1.2 below;
- (c) Planning phase support services involving the review of the Subject Transportation Project in relation to the City's Circulation Element (currently Mobility Plan 2035) street designations and networks; relevant general plan policies, objectives and programs; adopted streetscape plans, specific plans, and overlays; and station area planning and connectivity analyses involving route planning, station access and first last mile improvements;
- (d) Early identification of potential issues with existing and/or planned infrastructure (including sidewalks, bicycle infrastructure, sewers, storm drains, bridges, trees, substructures and utilities) and early coordination on proposed bus stop/bus layover additions, replacements or relocations for the Subject Transportation Project;
- (e) Assessment of transportation analysis not required for environmental documentation and prepared by LACMTA for the Subject Transportation Project including LOS, access, safety and operational performance; identification of opportunities for collaboration on projects with mutual policy objectives related to vehicle miles traveled; and
- (f) Engagement and internal coordination support services, as needed, at public workshops, and events not associated with an environmental review process.

1.2 Not Eligible for Reimbursement

The following activities performed as part of the Early Involvement Procedures are not eligible for reimbursement in accordance with Sections 3.4 (Work Orders) and 8.1 (Reimbursements to the City) of this Agreement:

- (a) Participation in and coordination of, community engagement activities associated with an environmental review process; and
- (b) Performance by the City of its obligations as a responsible agency or cooperating agency (as applicable) for the purposes of the environmental review and approval process for the Subject Transportation Project including:
 - (i) Review of draft or final EIR/EIS; and
 - (ii) Providing feedback on the scope of the project transportation analysis.

Part E – Form of Project Definition

PROJECT DEFINITION FOR [NAME OF SUBJECT TRANSPORTATION PROJECT]

This Project Definition has been agreed in accordance with the Master Cooperative Agreement between LACMTA and the City dated [•] (the “**Agreement**”). Words defined in the Agreement have the same meaning in this Project Definition.

IMPORTANT NOTICE:

- (1) This is the Project Definition for the Subject Transportation Project named below and that will apply to the Subject Transportation Project as set out in the Agreement, subject to amendments made in accordance with the terms of the Agreement and to any matters marked as not yet agreed in this Project Definition.
- (2) In accordance with the Agreement and subject only to amendments made in accordance with the Agreement, the Parties acknowledge that, with respect to the Subject Transportation Project named in this Project Definition:
 - (a) LACMTA will rely on the agreed positions under this Project Definition to prepare and advertise the Procurement Documents for the Subject Transportation Project;
 - (b) the City's acknowledgment of this Project Definition is based on the information provided by LACMTA to the City as of the date of this Project Definition. The City may have new comments on subsequent Design submittals during Design Development as a consequence of Design changes made by LACMTA or a LACMTA Contractor after establishment of the Project Definition;
 - (c) the City's review of the ACE Design Documentation and any other Design Documentation provided to the City by LACMTA during the Early Involvement Procedures will not relieve LACMTA of the responsibility for any errors and omissions in the Design Documentation prepared by LACMTA or a LACMTA Contractor. LACMTA is responsible for ensuring that the Design and Construction of the Rearrangements comply with the applicable City Standards; and
 - (d) if the Project is not awarded by LACMTA following the date of the advertisement of the Procurement Documents for a period of two years: (A) the City will have the option to review and update the day of applicable City Standards, if any new City Standards have been adopted since the date of the advertisement of the Procurement Documents, the City will not be responsible for impacts to the Subject Transportation Project due to the change; and (B) LACMTA and the City will review the Project Definition and may agree to amendments to the Project Definition to reflect any impacts to that Rearrangement arising from that delay or from any further Design Development performed since the then current Project Definition was finalized and agreed.

Project Details

Date of Project Definition:	<i>[Insert date of notice]</i>
Name of Subject Transportation Project:	<i>[Insert Project Name]</i>
Any LACMTA and/or City Reference Number for the Subject Transportation Project:	<i>[Insert any reference numbers assigned by LACMTA and/or the City for the Subject Transportation Project]</i>
LACMTA Project Liaison for Design Phase:	<i>[If the initial LACMTA Project Liaison named in the LACMTA Project Description will continue, repeat name, or if the LACMTA Project Liaison will change for the Design Phase, identify the replacement LACMTA Project Liaison here.]</i>

City Project Liaison:	<i>[Include the name of the City Project Liaison identified under the Early Involvement Procedures]</i>								
Subject Transportation Project Short Description:	<i>[Insert short (2-3 paragraphs) description of the project (including any updates since issuance of the LACMTA Project Description), including the project objectives]</i>								
Subject Transportation Project URL:	<i>[Include a link to the LACMTA project webpage for the project where further details have been or will be posted]</i>								
Subject Transportation Project Environmental Documents:	<i>[Include a link to the LACMTA project webpage for the project where the environmental documents have been or will be posted]</i>								
Anticipated Contractual Packages and Anticipated Project Delivery Method for each Contractual Package:	<i>[Confirm/identify the anticipated contractual packages, for example, LACMTA retained scope, any AUR or other advanced work contractual packages, the core scope package. For each contractual package, confirm/identify the anticipated project delivery method.]</i>								
Anticipated Funding Sources:	<i>[For the purposes of giving an indication of whether federal requirements will apply, confirm/identify the current anticipated funding sources (local, state, and/or federal)]</i>								
Anticipated Schedule (Anticipated Key Milestone Dates):	<i>[Include a summary or attachment showing the current anticipated schedule, including the key milestones relevant to this Agreement. In particular, the anticipated dates/milestones for advertisement of the Procurement Documents, Design Phase and Construction Phase.]</i>								
Anticipated Project ROW / City-Located Section:	<i>[Include a reference to the relevant drawings/ alignment definition under the environmental documents.]</i>								
Anticipated Resourcing Needs:	<i>[Document any discussions regarding forward-planning for resourcing needs for the Subject Transportation Project.]</i>								
Agreed Scope, City Standards and other Criteria, Specifications and Requirements for the proposed Rearrangements									
Advanced Conceptual Engineering:	LACMTA and the City confirm that they have reviewed the ACE Design Documentation prepared as attached to this Project Definition as Attachment A and that comments were received and resolved as set out in Attachment B.								
Rearrangement Elements:	LACMTA and the City have identified the following key Rearrangement elements as being applicable to the Subject Transportation Project and have addressed them [as set out below][in Attachment [●]]: <i>[Describe here or in an attachment. This may include cross references to the City Standards/ scope, criteria, specifications and requirements that form or are intended to form, the basis of the Procurement Documents referenced in other sections of the Project Definition]</i> <table border="1"> <thead> <tr> <th>Rearrangement Elements</th><th>Applicable Criteria</th></tr> </thead> <tbody> <tr> <td>Roadway width and alignment</td><td></td></tr> <tr> <td>Sidewalk and parkway width</td><td></td></tr> <tr> <td>Hydraulics/ drainage</td><td></td></tr> </tbody> </table>	Rearrangement Elements	Applicable Criteria	Roadway width and alignment		Sidewalk and parkway width		Hydraulics/ drainage	
Rearrangement Elements	Applicable Criteria								
Roadway width and alignment									
Sidewalk and parkway width									
Hydraulics/ drainage									

	Curb ramps/ADA requirements							
	Illumination requirements							
	Bus/ rail interface and bus stops infrastructure (including the bus pad length)							
	Tree removal/ replacement condition							
Scope of Rearrangements:	<i>[Here or by attachment or reference to the ACE, describe the conceptual scope of Rearrangements agreed.]</i>							
Betterments:	In accordance with the Agreement, the Betterments described in the Potential Notices of Betterment, signed by the City and accepted, authorized and countersigned by LACMTA, attached under Attachment [●] to this Project Definition will be incorporated into the scope of the Subject Transportation Project, at the City's cost.							
Utility Adjustments:	<i>[Here or by attachment, describe any Utility Conflicts already identified and any agreements reached as to the timing, approach, and roles and responsibilities for the related Utility Adjustments.]</i>							
City Standards:	The Parties agree that the publicly available City Standards as of the date of the advertisement of the Procurement Documents will apply to the Design of the Rearrangements, subject to the following changes, additions, or deviations: <i>[List here or incorporate by reference to a section of the Procurement Documents.]</i>							
Procurement Documents:	The mutually agreed scope, criteria, specifications and requirements for the proposed Rearrangements for inclusion in the applicable Procurement Documents is attached as Attachment [●] to this Project Definition.							
Construction Requirements	LACMTA and the City have identified the following key Construction requirements as being applicable to the Subject Transportation Project and have addressed them as set out [below]/[in Attachment [●]]: <table border="1"> <tr> <td>Variances, full street closures and streets subject to peak-hour restrictions and holiday season street closure restrictions (holiday moratorium)</td><td><i>[Here or by attachment, describe any the required variances etc. required for the Subject Transportation Project and the approach discussed, including any required City Council approvals]</i></td></tr> <tr> <td>Instrumentation</td><td><i>[Here or by attachment, describe how this will be addressed for the Subject Transportation Project]</i></td></tr> <tr> <td>Support of excavation requirements</td><td><i>[Here or by attachment, describe how this will be addressed for the Subject Transportation Project, with reference to Exhibit 8]</i></td></tr> </table>		Variances, full street closures and streets subject to peak-hour restrictions and holiday season street closure restrictions (holiday moratorium)	<i>[Here or by attachment, describe any the required variances etc. required for the Subject Transportation Project and the approach discussed, including any required City Council approvals]</i>	Instrumentation	<i>[Here or by attachment, describe how this will be addressed for the Subject Transportation Project]</i>	Support of excavation requirements	<i>[Here or by attachment, describe how this will be addressed for the Subject Transportation Project, with reference to Exhibit 8]</i>
Variances, full street closures and streets subject to peak-hour restrictions and holiday season street closure restrictions (holiday moratorium)	<i>[Here or by attachment, describe any the required variances etc. required for the Subject Transportation Project and the approach discussed, including any required City Council approvals]</i>							
Instrumentation	<i>[Here or by attachment, describe how this will be addressed for the Subject Transportation Project]</i>							
Support of excavation requirements	<i>[Here or by attachment, describe how this will be addressed for the Subject Transportation Project, with reference to Exhibit 8]</i>							
Request for City Assistance:	<i>[To the extent Design and Construction responsibilities have been allocated to the City, describe those here.]</i>							

Anticipated Adjacent Work or Other Interfaces:	<i>[To the extent Adjacent Work or other interfaces (or deficiencies in existing City Facilities that may reasonably be expected to give rise to Adjacent Work or a design or construction interface with respect to the Subject Transportation Project) are identified, document those here or in an Attachment, together with any agreed approaches to coordinate that work or interface.]</i>
Outstanding Issues/ Matters for Resolution:	<i>[To the extent any matters or issues remain outstanding, describe those here (or in an attachment).]</i>

ACKNOWLEDGED AND AGREED

LACMTA REPRESENTATIVE

By: _____
Name: _____
Its: _____

CITY REPRESENTATIVE

By: _____
Name: _____
Its: _____

Attachments to Project Definition

[List and incorporate attachments]

EXHIBIT 4 – UTILITY ADJUSTMENT PROCEDURES

For each Subject Transportation Project, LACMTA and the City will perform the following actions and activities with Utilities that conflict with the City-Located Section of that Subject Transportation Project:

1. Identification of Utility Conflicts

- 1.1 In accordance with Section 3.2 (Early Involvement) of this Agreement and Exhibit 3 (Early Involvement), the City will coordinate and cooperate with LACMTA in providing any locational data or other information already in its possession regarding the location of Utilities within the City-Located Section.
- 1.2 LACMTA will identify Utility Conflicts within the City-Located Section and deliver a list of the identified Utility Conflicts to the City, including:
 - (a) City-owned Utilities; and
 - (b) private Utilities.

The list of identified Utility Conflicts will include the anticipated Utility Adjustment to address each Utility Conflict and a schedule defining when such Utility Adjustments should be completed. The City acknowledges and agrees that identification of Utility Conflicts within the City-Located Section of a Subject Transportation Project will be an iterative process and that LACMTA may deliver more than one list of identified Utility Conflicts for each Subject Transportation Project and may update the list of identified Utility Conflicts, during all phases of the Subject Transportation Project.

2. Interface with Utility Owner

- 2.1 Within ten Working Days of delivery of a list of identified Utilities under Section 1.2 above, the City will:
 - (a) provide LACMTA a copy of any applicable franchise agreements and any other supporting documentation regarding the Utility; and
 - (b) exercise any rights under any applicable franchise agreement or Applicable Law to request any additional locational data and other information regarding the Utilities within the scope of that franchise agreement and included in the list of identified Utilities and shall provide any and all such information received from the Utility owner to LACMTA.
- 2.2 Within 20 Working Days of delivery of a list of identified Utilities under Section 1.2 above, LACMTA and the City will meet to:
 - (a) review the information provided by the City under Section 2.1 above and any comments or questions from LACMTA regarding the terms of each applicable franchise agreement;
 - (b) consider any real property rights held by LACMTA in the City-Located Section to be raised and addressed with the Utility owner;
 - (c) identify the LACMTA and City points-of-contact for each other and the applicable Utility owners with conflicting Utilities; and
 - (d) where a Utility Conflict has been identified, discuss and agree timing and approach and roles and responsibilities under this Exhibit including identifying:
 - (i) whether the City will be requested to exercise franchise rights and/or any of the City's rights under Section 62.01(a) of the Los Angeles City Municipal Code; and

- (ii) if the City will not be requested to exercise its franchise rights or any of the City's rights under Section 62.01(a) of the Los Angeles City Municipal Code, any other cooperation and coordination activities to be performed by the City in accordance with this Agreement.

Following each such meeting, LACMTA will document the agreed timing, approach and roles and responsibilities to be taken in accordance with this Exhibit 4 in minutes.

2.3 Following identification of Utility Conflicts within the City-Located Section under Section 1 above and agreement of the activities, roles and responsibilities under Section 2.2 above:

- (a) for any Utility Conflicts where the Parties have agreed that the City will exercise its rights under the applicable franchise agreement or Section 62.01(a) of the Los Angeles City Municipal Code:
 - (i) within ten Working Days of receipt of a written request from LACMTA: (A) the City will exercise its franchise rights under the franchise agreement with the applicable Utility owner by sending written notice to the applicable Utility owner instructing it to relocate or remove the conflicting Utility or perform any other Utility Adjustment at that Utility owner's expense; and/or (B) the City will send the written notice required by Section 62.01(a) of the Los Angeles City Municipal Code (as applicable);
 - (ii) LACMTA, with the support of the City as necessary, will request a meeting with each applicable Utility owner, to be attended by LACMTA and the City and at each such meeting with an applicable Utility owner, the attendees will discuss schedule expectations in accordance with LACMTA's Project Schedule for the City-Located Section of the Subject Transportation Project and cost reimbursement expectations;
 - (iii) within the time periods required under the applicable franchise agreement or Applicable Law, the City will coordinate with LACMTA to send any other written notices to the applicable Utility owner, as required under the applicable franchise agreement or Applicable Law in order for the City to exercise its franchise rights or other rights under Applicable Law with respect to the Utility Conflict(s) and required Utility Adjustment(s);
 - (iv) LACMTA, with the support of the City as necessary, will submit any required project plans, Designs, and other relevant documents for the City-Located Section of the Subject Transportation Project prepared by LACMTA to each applicable Utility owner, for that Utility owner's review;
 - (v) all responses to reviews, comments and other correspondence relating to a Utility Conflict or the exercise of franchise or other City rights in accordance with this Exhibit from Utility owners shall be delivered in accordance with the time periods required under the applicable franchise agreement or under Applicable Law or any more stringent schedule agreed with the Utility owner for the Subject Transportation Project. If a Utility owner delivers such correspondence to the City and fails to provide a copy to LACMTA, the City agrees to forward a copy of such responses, comments or other correspondence to LACMTA promptly (and in any case within 5 days of receipt);
 - (vi) LACMTA will address any comments received from Utility owners and will submit responses to the Utility owner, with a copy to the City. If LACMTA is not permitted to submit responses directly to the Utility owner under the terms of the franchise agreement or otherwise under Applicable Law, the City agrees to transmit LACMTA's response to the Utility owner;
 - (vii) LACMTA, with the support of the City as necessary, shall request that each applicable Utility owner prepare Designs (including horizontal design, profiles, shoring, and worksite traffic control plans) for the Utility Adjustments to be performed by that Utility owner;
 - (viii) LACMTA, with the support of the City as necessary (including exercising its rights under the terms of the franchise agreement or otherwise under Applicable Law), will coordinate the

Design of the Utility Adjustment with the Design for the City-Located Section of the Subject Transportation Project. The City shall deliver promptly upon receipt copies of all Designs and plans for the Utility Adjustment work to LACMTA and shall give LACMTA the right to review and comment on the Designs (including the final Designs) and plans for the Utility Adjustment work. Any LACMTA comments to or acceptance or approval of a Utility owner's Design under this Exhibit 4 will not relieve the relevant Utility owner or its contractors from professional liability (errors and omissions) as the Design Engineer of Record for any Utility Adjustment performed by the Utility owner or its contractors;

- (ix) with respect to Design and Construction work for Utility Adjustments that are to be performed by a Utility Owner, LACMTA, with the support of the City as necessary (including exercising its rights under the terms of the franchise agreement or otherwise under Applicable Law):
 - (A) may enforce the Utility owner's schedule for Design and Construction in accordance with any timelines set out under the terms of the City franchise agreement, Applicable Law or any more stringent schedule agreed with the Utility owner for the Subject Transportation Project;
 - (B) will coordinate the Utility owner's schedule for Construction with LACMTA's Project Schedule for the Subject Transportation Project and shall otherwise require that the Utility owner comply with Section 3.7 (Coordination of Work) of this Agreement with respect to the coordination of the Utility Adjustment work;
 - (C) shall ensure all costs for that Design and Construction work are incurred solely in conformance with the terms of any applicable franchise agreement or Applicable Law; and
 - (D) may undertake inspections (including surveys) to ensure that all such Utility Adjustments are constructed in accordance with the approved Designs and where LACMTA is not permitted to undertake the inspection, the City shall invite LA LACMTA to inspect all such Utility Adjustments together with the City; and
- (x) if requested by LACMTA, the City may undertake subsequent enforcement actions to enforce its franchise rights or its rights under Section 62.01 of the Los Angeles City Municipal Code with respect to a required Utility Adjustment in the event no action is taken by the applicable Utility owner in response to a notice issued by the City under this Exhibit 4 provided that Section 3.8(d) (Utility Adjustments) of this Agreement will apply with respect to the City's Costs incurred in taking such enforcement actions; and further provided that to the extent that the applicable Utility owner disputes the City's right to exercise its franchise rights or other rights under Applicable Law with respect to a Utility Adjustment for the City-Located Section of a Subject Transportation Project and/or commences any actions or legal proceedings with regard to the same, LACMTA's indemnity in favor of the City under Section 9.1 (Indemnity) of this Agreement will apply. If requested by LACMTA, the City may suspend or withdraw any enforcement or defense of its franchise rights or rights under Applicable Law to require a Utility Adjustment in the City-Located Section of a Subject Transportation Project; or
- (b) for any other Utility Conflict (including a Utility Conflict with a Utility owned by LADWP), the City will cooperate with and assist LACMTA in performing the necessary steps to ensure that applicable Utility owners implement the Utility Adjustments necessary to address conflicting Utilities that will impact the City-Located Section of a Subject Transportation Project in a timely manner.

EXHIBIT 5– CITY-PERFORMED PROJECT WORK

1. Request for the City to Perform Design and/or Construction work

1.1 In accordance with Section 4.1(d)(ii) (Design Responsibilities) and Section 5.1(b)(ii) (Construction Responsibilities) of this Agreement, LACMTA may request by Notice that the City prepare a cost estimate and proposal for the City to perform Design and/or Construction work with respect to the City-Located Section of a Subject Transportation Project (rather than a Rearrangement) ("**City-Performed Project Work**"). The request submitted by LACMTA shall set out:

- (a) the proposed scope, criteria, specifications, and requirements for the proposed City-Performed Project Work including with respect to Utility Conflicts (taking account of the information identified and agreements reached under Exhibit 4 (Utility Adjustment Procedures));
- (b) any prescribed governmental and lender requirements applicable to the proposed City-Performed Project Work under applicable grant, funding or financing agreements; and
- (c) the then current Project Schedule and proposed schedule for the City-Performed Project Work, including the proposed dates for providing the City and the City Contractors with access to the Project Right-of-Way.

1.2 Promptly (and in any event within 15 days) after submission of a Notice by LACMTA under Section 1.1 above, the Parties will meet to discuss the request and following such meeting the City will, within 15 days of that meeting, notify LACMTA if it is not able to perform or procure the City-Performed Project Work or will otherwise, within 30 days of that meeting, provide LACMTA with:

- (a) the City's estimate for the Cost of procuring and performing the City-Performed Project Work;
- (b) any City comments to the proposed scope, criteria, specifications, requirements, and schedule for the City-Performed Project Work; and
- (c) a term sheet for a separate funding agreement to procure consultants/contractors or materials and equipment or use City construction forces for the City-Performed Project Work; and

1.3 The Parties will discuss in good faith the cost estimate and comments submitted by the City and mutually agree to the scope, criteria, specifications, requirements, cost estimates, and schedule for the proposed City-Performed Project Work.

1.4 If the Parties agree that the City will proceed with a procurement for the City-Performed Project Work, the respective City department/bureau will coordinate with LACMTA to execute a separate funding agreement, as required, prior to the procurement of the City-Performed Project Work.

2. Schedule for the City-Performed Project Work

2.1 The schedule agreed by the Parties for the procurement and performance of any City-Performed Project Work will be aligned with, and allow for, the timely delivery of the City-Located Section of the Subject Transportation Project in accordance with the Project Schedule.

2.2 If at any time the City becomes aware of any delay to the procurement or performance of any City-Performed Project Work, the City shall promptly give Notice to LACMTA to that effect specifying the reason for the delay and the estimated impact to the agreed schedule.

3. Constructability Reviews of Designs for the City-Performed Project Work

Where the City-Performed Project Work for a Subject Transportation Project includes only Construction work (and not the preparation of the Designs for that Construction work) then, if requested by LACMTA, agreed by the Parties and authorized under a Work Order, the City or a City Contractor (if included as part of a

procurement under Section 4 below) will perform Design support services prior to commencing the City-Performed Project Work, including performing constructability reviews.

4. Procurement of City-Performed Project Work

4.1 Any procurement for City-Performed Project Work that will not be performed by City forces shall be performed:

- (a) on the basis of full and open competition;
- (b) utilizing the agreed scope, criteria, specifications, and requirements applicable to the scope of the City-Performed Project Work that is being procured;
- (c) in accordance with the requirements set out in this Exhibit 5 or otherwise under the provisions of this Agreement and the Project Definition;
- (d) in accordance with the applicable Annual Work Plan and Work Order(s), including the agreed schedule set out under that Annual Work Plan and those Work Order(s); and
- (e) in accordance with all Governmental Approvals, Applicable Law, and any additional prescribed governmental and lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 3.9 (Governmental and Lender Requirements) of the Agreement.

4.2 Prior to advertising a procurement for the performance (in whole or in part) of City-Performed Project Work, the City shall provide LACMTA with the draft procurement documents, including the draft contractual terms and conditions, intended to be issued by the City for that work. LACMTA will review the draft procurement documents and provide comments to the City. The Parties will discuss in good faith and resolve comments submitted by LACMTA and mutually agree to the form of procurement documents to be issued by the City. If the Parties are unable to agree to the form of procurement documents, LACMTA may withdraw the request for City-Performed Project Work in accordance with Section 4.3 below.

4.3 LACMTA reserves the right (in its sole discretion) to withdraw the request for City-Performed Project Work at any time during procurement and to require that the City cancel the procurement and reject all bids or proposals, if received at the time of withdrawal, provided that LACMTA shall be required to reimburse the City for the costs of services in coordinating and managing the procurement in accordance with the terms of the applicable Work Order.

5. Performance of City-Performed Project Work

5.1 After review and approval of any contract award under Section 4 (Procurement of City-Performed Project Work) of this Exhibit 5 and the City's submission of a Form 60 in accordance with Section 3.4 (Work Orders) of this Agreement, LACMTA will issue a Work Order authorizing the performance of the City-Performed Project Work (or a part of it, as applicable). The payment terms for the City-Performed Project Work will be mutually agreed by the Parties under that Work Order.

5.2 Any City-Performed Project Work shall be performed in accordance with:

- (a) in the case of any Construction work, the final design for the City-Performed Project Work that is approved for Construction;
- (b) the requirements set out in this Exhibit 5 or otherwise under the provisions of this Agreement, the Project Definition, and the agreed scope, criteria, specifications, requirements, and contractual terms and conditions;
- (c) the environmental controls established in the LACMTA Contracts for the Subject Transportation Project, including construction noise and vibration control, pollution controls, and archaeological and paleontological coordination;

- (d) the applicable Annual Work Plan and Work Order(s), including the agreed schedule set out under that Annual Work Plan and those Work Order(s);
 - (e) Good Industry Practice;
 - (f) the Project Right-of-Way constraints and other physical limits affecting the City-Located Section of the Subject Transportation Project; and
 - (g) the final EIR/EIS and all other applicable Governmental Approvals, Applicable Law, and any additional prescribed governmental and lender requirements under the applicable grant, funding or financing agreements notified to the City in accordance with Section 3.9 (Governmental and Lender Requirements) of this Agreement.
- 5.3 In performing any City-Performed Project Work, the City and any City Contractors, must comply with all quality assurance, quality control, and quality management requirements set out in the agreed scope, criteria, specifications, and requirements, and in accordance with Applicable Law and Good Industry Practice.
- 5.4 In performing any City-Performed Project Work, the City and any City Contractors shall coordinate their work with the work of LACMTA and the LACMTA Contractors, including as defined under any interface requirements set out in the agreed scope, criteria, specifications, requirements, and contractual terms and conditions.
- 5.5 The City will obtain LACMTA's approval for any modifications to any City Contract for City-Performed Project Work and in any event shall inform LACMTA promptly when the City has reason to believe that the agreed Cost estimate for the City-Performed Project Work is likely to be exceeded, and shall obtain LACMTA authorization of such a Cost increase under Section 3.4(g) (Work Orders) of this Agreement.
6. **Inspection**
- All City-Performed Project Work will be subject to inspection in accordance with the agreed scope, criteria, specifications, requirements, and contractual terms and conditions.
7. **Debarred Contractors**
- In accordance with California Public Contract Code Section 6109(a), the City shall not perform City-Performed Project Work with any contractor who is ineligible to perform work on a public works project pursuant to California Labor Code Section 1777.1 or Section 1777.7. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between the City and a debarred contractor is void as a matter of law. A debarred contractor may not receive any public money for performing work as a contractor on a public works contract, and any public money that may have been paid to a debarred contractor by the City for City-Performed Project Work shall be returned to LACMTA. The City shall be responsible for the payment of wages to workers of a debarred contractor who has been allowed by the City to perform any City-Performed Project Work. The Parties agree to strictly comply with the Applicable Law and will act on information related to any debarred contractor in accordance with Applicable Law.

EXHIBIT 6 - FORMS

Part A: Form 60

Name of Offeror/Contractor/Utility Company (Name of Preparer):			Scope of Work/Deliverable (provide expanded description on Form 60 page 2)		
Home Office Address					
Division(s) and Locations where Work is to be performed			LACMTA Solicitation/Proposal/Contract Number/Work Order/Change Notice and/or Change Order Reference Number(s):		
NOTE: For proper calculations of cost elements link additional sheets to this summary page.					
1.	Direct Labor	Est. Hours	Rate Per Hour	Est. Cost	TOTAL
2.		0.00	\$0.00	\$0.00	
3.		0.00	\$0.00	\$0.00	
4.		0.00	\$0.00	\$0.00	
5.	TOTAL DIRECT LABOR HOURS	0.00	TOTAL DIRECT LABOR		\$0.00
6.	Labor Overhead (O/H)¹ NOTE: Labor O/H refers to indirect costs of any nature not already accounted for in the Direct Labor costs, including indirect labor costs arising from home and field office overhead, all taxes of any nature (unless accounted for elsewhere), all fringe benefits of any nature, incidental job burdens, and insurance, in each case to the extent not already accounted for under the Direct Labor costs.	O/H Rate	x Base	Est. Cost	
7.		0%	\$0.00		

¹ To assist LACMTA in preparing for federal audits, LACMTA suggests an audit of O/H rates for City departments prior to or upon signing of the MCA.

8.	TOTAL LABOR OVERHEAD			\$0.00
9.	Direct Material			Est. Cost
10.	a. Purchase Parts			\$0.00
11.	b. Subcontracted Items			\$0.00
12.	c. Other		\$0.00	
13.	TOTAL DIRECT MATERIAL			\$0.00
14.	Equipment	Unit Cost	Est. Cost	
15.		\$0.00	\$0.00	
16.		\$0.00	\$0.00	
17.	TOTAL EQUIPMENT			\$0.00
18.	Subcontractors*			Est. Cost
19.				\$0.00
20.				\$0.00
21.				\$0.00
22.	TOTAL SUBCONTRACTORS			\$0.00
23.	TOTAL BURDENED COST (add lines 5, 8, 13, 17, and 22)			\$0.00
24.	Other Direct Costs			Est. Cost
25.				\$0.00
26.				\$0.00
27.				\$0.00

28 .	TOTAL OTHER DIRECT COSTS					\$0.00
29 .	Travel				Est. Cost	
30 .	a. Transportation				\$0.00	
31 .	b. Per Diem or Subsistence				\$0.00	
32 .	TOTAL TRAVEL					\$0.00
33 .	General and Administrative Expenses	Rate %	% x Line 23			
34 .		0%	\$0.00			
35 .	TOTAL GENERAL AND ADMINISTRATIVE EXPENSES					\$0.00
36 .	TOTAL ESTIMATED COSTS (Total Lines 23, 28, 32 and 35)					\$0.00
37 .	Profit/ Fee	Total Labor and Overhead (line 5 + line 8)	Rate %	% x Total Labor and Overhead		
38 .			0%	\$0.00		
39 .	TOTAL FEE					\$0.00
40 .	TOTAL ESTIMATED PRICE (Total of Lines 36 and 39)					\$0.00
41 .	Milestone /Task Number	Milestone/ Task	Hours	Completion Date	Payment Amount	
42 .					\$0.00	
43 .					\$0.00	
44 .					\$0.00	
45 .		TOTAL MILESTONES/TASKS (Must equal line 40)				\$0.00

	* Attach Form 60 for all proposed subcontractors performing work under Form 60 Prime Contractor where applicable. Transfer Est. Cost to this Section.	
46	Fill in applicable sections only	
47. Has any Agency of the United States Government, State government, local public agency, or the Los Angeles County Metropolitan Transportation Authority (LACMTA) performed any review of your account or records, overhead rates and general and administrative rates in connection with any public prime contract or subcontract within the past 12 months? Yes No If yes, when? Reference Contract No.		
48.a. Agency Name/Address		48.b. Individual to contact/Telephone Number
49. As required by LACMTA, firms not audited, as described above, shall submit financial data and calculations in sufficient detail to support all proposed direct costs and subcontractor costs.		
50. The proposal reflects our estimates and/or actual costs as of the date and by submitting this proposal, Proposer/Consultant grants to LACMTA Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other supporting data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of such cost or pricing data, along with the computations and projections used therein, for the purpose of verifying the cost or pricing data submitted. This right may also be exercised in connection with any negotiations/discussions prior to contract award or execution of contract modification.		
51. CERTIFICATE		
The labor rates and overhead costs are current and other estimated costs have been determined by generally accepted accounting principles. Proposer/Consultant represents: (a) that it has ____, has not ____, employed or retained any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) to solicit or secure a contract, and (b) that it has ____, has not ____, paid or agreed to pay to any company or person (other than a full time bona fide employee working solely for the Proposer/Consultant) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract, and agrees to information relating to (a) and (b) above, as requested by the Contracting Officer.		
52. CERTIFICATE OF CURRENT COST OR PRICING DATA		
This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 2.101 of the Federal Acquisition Regulations (FAR) and required under subsection 15.403-4) submitted, either actually or by specific identification in writing, to LACMTA's Contracting Officer or to LACMTA's Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____. ** This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the Proposer/Consultant/Contractor and LACMTA that are a part of the proposal.		
53. This proposal as submitted represents our best estimates and/or actual costs as of this date.		
54. Type Name and Title of Authorized Representative		Signature Date***
55		* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving appropriate identifying number (e.g. Information For Bid No., Work Order No., Request for Proposal No., Change Order No., Modification No., etc.)

56 .		** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.
57 .		*** Insert the day, month, and year of signing (i.e., When price negotiations were concluded and mutual agreement was reached on contract price).
Form 60 Attachments (Applicable if Box is checked)		
	Scope of Work Expanded Description for which Cost Estimate is based on:	
1		
2		
3		
4		
	Schedule in which Scope of Work is based on:	
1		
2		
3		
4		
	The Non-Disclosure Agreement (NDA) provisions (as set out in the NDA between City and LACMTA) are applicable to the following Form 60-specific items:	
1		
2		
3		
4		
	Track Allocation Request for Metro active rail right-of-way encroachment is anticipated per stated Scope of Work. The following information is provided in advance to facilitate final Metro TAR approval:	
1		
2		
3		
4		
FORM 60 IS SIGNED AND EXECUTED WITH THE FOLLOWING ADDITIONAL ASSUMPTIONS:		
1 CITY AS-BUILT RESEARCH BY CITY FOR TRANSPORTATION PROJECTS IN THE PLANNING PHASE SHALL BE TREATED AS PART OF LABOR OVERHEAD PORTION OF COST		

Part B - City Betterment Request Form

CITY BETTERMENT REQUEST

Date: _____

To: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

From: City of Los Angeles (City)

Subject Scope/ Scope Element: _____

LACMTA Subject Transportation Project: _____ (Project)

Pursuant to the master cooperative agreement (MCA) between the City and LACMTA with respect to the Project, this shall serve as a formal Notice the following design and/or construction scope is requested to be delivered as a Betterment as defined in Article 6 (Betterments) of the MCA.

Scope of requested Betterment:

The determination of the Betterment is based on the MCA and the following justification:

The City requests LACMTA's response to this City Betterment Request as set out below.

CITY OF LOS ANGELES

By: _____

Name: _____

Title: _____

Date: _____

LACMTA has reviewed the above City Betterment Request and:

1. rejects the requested Betterment in accordance with the MCA on the basis that the Betterment is:
 - ☐ incompatible with the Project;
 - ☐ cannot be performed within the constraints of Applicable Law, any applicable Governmental Approvals, and/or the Project Schedule; or
 - ☐ requested after establishment of the Project Definition for the Subject Transportation Project.
2. approves the Betterment in accordance with the MCA subject to the following changes or terms as negotiated with the City (if none, enter "none"): An estimated cost is listed below:

Design Costs: \$ _____ Construction Costs: \$ _____

LACMTA requests that the City counter-sign below to confirm its agreement to any changes or additional terms described above and the estimated cost.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

The City accepts the amendments or additional terms agreed and listed above and the Design and Construction cost estimates for the Betterment. The City acknowledges and agrees that in accordance with the terms of the MCA, the City shall be solely responsible for all costs related to the Betterment (whether or not such costs exceed the estimates for the Betterment provided by LACMTA).

CITY OF LOS ANGELES

By: _____

Name: _____

Title: _____

Date: _____

Part C – LACMTA Notice of Potential Betterment

Date: _____

To: City of Los Angeles (City)

From: The Los Angeles County Metropolitan Transportation Authority (LACMTA)

Subject Scope/ Scope Element: _____

LACMTA Subject Transportation Project: _____ (Project)

Pursuant to the master cooperative agreement (MCA) between the City and LACMTA, this shall serve as a formal Notice the following City comment or request with respect to the Design Documentation and/or Construction plans or work for the Project has been identified as a potential Betterment as defined in Article 6 (Betterments) of the MCA.

Scope of City comment or request identified as a potential Betterment (including reference number or other identification of the relevant City comment or request):

The City comment or request has been identified as a potential Betterment based on the MCA and the following justification:

- ☐ if implemented, the City comment or request would comprise an upgrade, change, or addition to a City Facility (or a part of a City Facility) that provides for greater capacity, capability, durability, appearance, efficiency, or function or other betterments of that City Facility over that which was provided by the City Facility prior to the Project and none of the exclusions listed in the MCA apply; or
- ☐ If implemented, the City comment or request would comprise a change in or supplement to, the City Standards or other criteria, specifications, and requirements included in the Procurement Documents for that work after the date of advertisement of those Procurement Documents, and none of the exclusions listed in the MCA apply.

Details: _____

LACMTA requests the City's response to this LACMTA Notice of Potential Betterment as set out below. In accordance with Article 6 (Betterments) of the MCA, if the City fails to respond within five days of this LACMTA Notice of Potential Betterment, the relevant City comment or request will be escalated in accordance with Section 2.5 (Issue Resolution) of the MCA provided that such deemed withdrawal shall be without prejudice to the City's right to submit the Betterment under a subsequent City Betterment Request under Article 6 (Betterments) of the MCA.

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

The City has reviewed the above LACMTA Notice of Potential Betterment and:

- ☐ withdraws the relevant City comment or request referenced in the above LACMTA Notice of Potential Betterment;
- ☐ submits the City comment or request referenced in the above LACMTA Notice of Potential Betterment as a City request for a Betterment in accordance with Article 6 (*Betterments*) of the MCA and for this purpose encloses a completed City Betterment Request; or
- ☐ maintains that the comment or request referenced in the above LACMTA Notice of Potential Betterment does not constitute a Betterment as defined in Article 6 (*Betterments*) of the MCA because:

and shall escalate the issue in accordance with Section 2.5 (*Issue Resolution*) of the MCA.

CITY OF LOS ANGELES

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT 7 - LACMTA SUBMITTAL PROCEDURE

The procedures set out in this Exhibit 7 will govern all LACMTA Submittals to the City pursuant to this Agreement.

Part A – Submittal and Review Procedure

1. Preparation and submission of LACMTA Submittals

1.1 General

LACMTA (or the LACMTA Contractors) shall prepare and submit all LACMTA Submittals to the City at the times and in the form required under this Agreement and, in the case of the Design Documentation, in accordance with the requirements set out under Section 1.2 below.

1.2 Preparation and submission of Design Documentation

For those Rearrangements where LACMTA is responsible for the Design work under the provisions of this Agreement, LACMTA will, and will ensure that the LACMTA Contractors will:

- (a) regardless of the Project Delivery Method(s) being utilized for the Subject Transportation Project, submit Design Documentation for each Rearrangement to the City at each of the stages of Design Development described in Part B (Design Development Process) of this Exhibit 7;
- (b) consult with the City in defining a mutually-agreed schedule for submission of Packages to the City that, based on the LACMTA Submittal Review Period, aligns with, and allows for, the completion of review of the Design Documentation for Rearrangements in accordance with the Project Schedule. In consulting on the schedule for submission of Packages to the City, the Parties will consider overall schedule and submittal management and the resourcing approved under the applicable Annual Work Plan and Work Orders and determine whether any additional resources may be required. If additional resources are determined to be required, these shall be implemented pursuant to a change to the applicable Work Order under Section 3.4(g) (Work Orders) of this Agreement;
- (c) following consultation with the City under this Section 1.2 above and taking account of any agreements reached under this Section 1.2 above with respect to timing, schedule, and resourcing:
 - (i) prepare the Design Management Plan for the Subject Transportation Project, including the schedule and format for submission of Packages to the City; and
 - (ii) prepare and submit all Design Documentation to the City in Packages in accordance with the mutually agreed schedule (as may be updated and agreed with the City from time to time);
- (d) ensure that the Design Documentation is consistent with the level of detail required for that level of Design Development, as described in Part B (Design Development Process) of this Exhibit 7 and unless otherwise agreed by the Parties (including as part of the consultation described under Section 1.2(a) above), includes the information identified for that level of Design Development, as described in Part C (Design Development Checklists) of this Exhibit 7;
- (e) ensure that the Design Documentation submitted for the Final Design is of a level of detail which is sufficient to permit the City to determine whether the Design Documentation complies with the applicable City Standards in accordance with this Agreement;
- (f) ensure that each submission of Design Documentation highlights any material amendments made since any earlier submittal of that Design Documentation;
- (g) invite the City to attend any pre-submittal workshops held where Design Documentation for a Rearrangement is to be presented, and use reasonable endeavours to provide a copy of such Design Documentation for an initial cursory review by the City at least five days prior to the workshop; and

- (h) where the Final Design Documents for an Advanced Partial Design Unit are submitted for review at the Final Design stage and LACMTA or the LACMTA Contractor propose to begin Construction of that Advanced Partial Design Unit prior to the City's review and approval of the Final Design Documents for the Rearrangement in full, ensure that the LACMTA Submittal for the Advanced Partial Design Unit includes supporting reports to verify that the Advanced Partial Design Unit work may proceed without impact to the Design of the Rearrangement as a whole. This shall include supporting information including:
- (i) the limits of work (with stationing and references to the plan sheets of each adjacent Design unit);
 - (ii) the plan sheets of each adjacent Advanced Partial Design Unit, if applicable;
 - (iii) that the Design Documentation for the Advanced Partial Design Unit includes plans for all proposed Rearrangements of street, sanitary sewer, storm drain, trees and landscaping, traffic control, traffic signing and striping, traffic signal, street lighting, and composite Utility Adjustments;
 - (iv) that existing field conditions have been properly identified and are being addressed; and
 - (v) that coordination has occurred within the Design disciplines so as to eliminate or minimize any possible inconsistency with the Final Design Documents for the applicable Rearrangement in full.

LACMTA or the LACMTA Contractor must resolve all review comments from the City related to the Advanced Partial Design Unit received at preceding stages of Design Development prior to submission of that Advanced Partial Design Unit for review at Final Design. The City may reject any Advanced Partial Design Unit where the above documentation does not demonstrate that the Advanced Partial Design Unit work may proceed without impact to the Design of the Rearrangement as a whole.

2. **Review Procedure**

- 2.1 The City will participate in any pre-submittal workshops that it is invited to in accordance with Section 1.2(g) above and will cooperate with LACMTA and the LACMTA Contractor in identifying any information that is missing from the LACMTA Submittal based on the presentation made in the workshop.
- 2.2 Within seven Working Days of delivery of a LACMTA Submittal, the City will inform LACMTA and the LACMTA Contractor of any missing information based on a review of the LACMTA Submittal against: (a) the applicable Design Development Checklist agreed by the Parties in accordance with Part C (*Design Development Checklists*) of this Exhibit 7 ("Design Development Checklist"); (b) the schedule for submission of Packages for the Subject Transportation Project as determined in accordance with Section 1.2 above; (c) subject to Section 4.5 (City Standards) of the Agreement, the City Standards applicable to the Subject Transportation Project; and (d) the scope, criteria, specifications, and requirements for the applicable Rearrangements as included in the Procurement Documents as advertised by LACMTA for the Subject Transportation Project. When informing LACMTA or a LACMTA Contractor of an incomplete LACMTA Submittal, the City will fully describe the missing information, including by reference to the applicable Design Development Checklist, schedule, City Standard and/or criteria, specification, or requirement under the Procurement Documents.
- 2.3 If the City informs LACMTA and the LACMTA Contractor that a LACMTA Submittal is incomplete in accordance with Section 2.2 above, LACMTA or the LACMTA Contractor will re-submit a complete LACMTA Submittal for City review. If the City is reasonably able to commence its review notwithstanding the missing information, LACMTA and the City may agree that the City will continue with its review of the LACMTA Submittal while LACMTA and the LACMTA Contractor provide the missing information. If the City does not deliver a notice of incomplete information within seven Working Days of delivery of a LACMTA Submittal, the LACMTA Submittal shall be deemed complete and acceptable for review purposes.

- 2.4 LACMTA and the LACMTA Contractor will make available the appropriate Design personnel to participate in Design review meetings with the City after submittal of any Design Documentation for a Rearrangement to explain the Design Documentation or a particular element of it and provide such information regarding the Design Documentation as the City may reasonably request.
- 2.5 For those LACMTA Submittals submitted for review but not for formal approval to the City (including, Design Documentation submitted for those stages of Design Development review that precede the Final Design), the City shall complete its review and issue its comments to LACMTA and the LACMTA Contractor within the LACMTA Submittal Review Period (or any other time period for review agreed by the Parties under Section 1.2 above). For those LACMTA Submittals that have been designated as requiring City review and approval under this Agreement (including, submission of a Final Design Document for approval), the City shall complete its review, issue its comments, and confirm its approval or rejection, within the LACMTA Submittal Review Period (or any other time period for review agreed by the Parties under Section 1.2 above).
- 2.6 All Compliance Comments shall be transmitted in the form of a comment matrix or, if mutually agreed, through another equivalent format or database and shall be accompanied by an annotated LACMTA Submittal (if applicable). Where a database is used for transmission of comments, LACMTA will provide the City (and the relevant City Contractors) with user accounts and training for this purpose.
- 2.7 LACMTA or the LACMTA Contractor shall consult with the City with respect to the Compliance Comments provided by the City, including in comment resolution meetings, and provide written responses and resolutions to all Compliance Comments transmitted by the City with respect to a LACMTA Submittal prior to its re-submittal (or, in the case of Design Documentation, prior to submitting the subsequent Design Development stage submittal). In the case of Design Documentation, the LACMTA Submittal will include the comment matrix addressing City's comments to the previous Design stage (if applicable).
- 2.8 Prior to the expiry of the LACMTA Submittal Review Period (or any other time period for review agreed by the Parties under Section 1.2 above), the City and LACMTA may agree to an extension of time for review, taking into account the size and complexity of the LACMTA Submittal and the number of concurrent submittals. If no comments are received within the LACMTA Submittal Review Period (or any other time period for review agreed by the Parties under Section 1.2 above or this Section 2.8) and LACMTA does not receive any notice from the City confirming that it has no comments to a LACMTA Submittal, LACMTA may escalate the issue in accordance with Section 2.5 (Issue Resolution) of this Agreement.
3. **Grounds for Objection or Comment**
- 3.1 The City will only be entitled to reject a LACMTA Submittal submitted for approval under this Exhibit 7 if such LACMTA Submittal is incomplete, as described under Section 2.2 above, or fails to comply with the requirements set out in this Agreement, as specified in the City's Compliance Comments.
- 3.2 If the City rejects a LACMTA Submittal in accordance with this Exhibit 7, LACMTA must (or must require that the relevant LACMTA Contractor):
- (a) address the Compliance Comments and re-submit the LACMTA Submittal for review; or
 - (b) notify the City that it does not agree with the grounds for rejection. If LACMTA does not agree with the grounds for rejection on the basis that such grounds would constitute a Betterment, Section 6 (Betterments) of this Agreement shall apply.
- 3.3 Subject to Section 3.5 below, the City agrees that during the Final Design stage, it shall not raise any new issues, or make any comments, which are inconsistent with its comments on earlier submittals, or with any changes already agreed to by the City.
- 3.4 Subject to Section 3.5 below, the City's approval of the Final Design Documents for any Rearrangement will not be withheld if the submittal is complete (as confirmed under Section 2.2 above) and consistent with the most recent prior submittal for such Rearrangement, modified as appropriate to respond to the City's

Compliance Comments to such prior submittal (to the extent such comments were made in accordance with the provisions of this Agreement) and to reflect any subsequent changes agreed to by the City and LACMTA.

- 3.5 The City may raise new comments at the Final Design stage of a Rearrangement as a consequence of Design changes made by LACMTA or a LACMTA Contractor after the City's review of the most recent prior submittal of Designs for such Rearrangement.

4. **No Commencement of Construction Work**

- 4.1 LACMTA and the City must not commence or permit the commencement of any Construction of a Rearrangement prior to the date that the Design Documentation for that Construction work has become an AFC Design. Any Final Design Document for any Rearrangement, or any element of a Rearrangement, shall only become an AFC Design when:

- (a) LACMTA has approved the Final Design Document;
- (b) the City has approved the Final Design Document;
- (c) the Final Design Document has been signed and sealed by the Engineer of Record that is responsible for that Final Design Document;
- (d) any other conditions for the Final Design Document to be ready for Construction set out under this Agreement have been satisfied; and
- (e) the relevant LACMTA Contractor (or City Contractor) has approved the Final Design Document as being ready for Construction and has re-issued the Final Design Document with the notation "Approved for Construction" accordingly.

Unless an element is clearly noted as otherwise in an AFC Design, all of the work detailed in an AFC Design will be interpreted as being approved and ready for Construction.

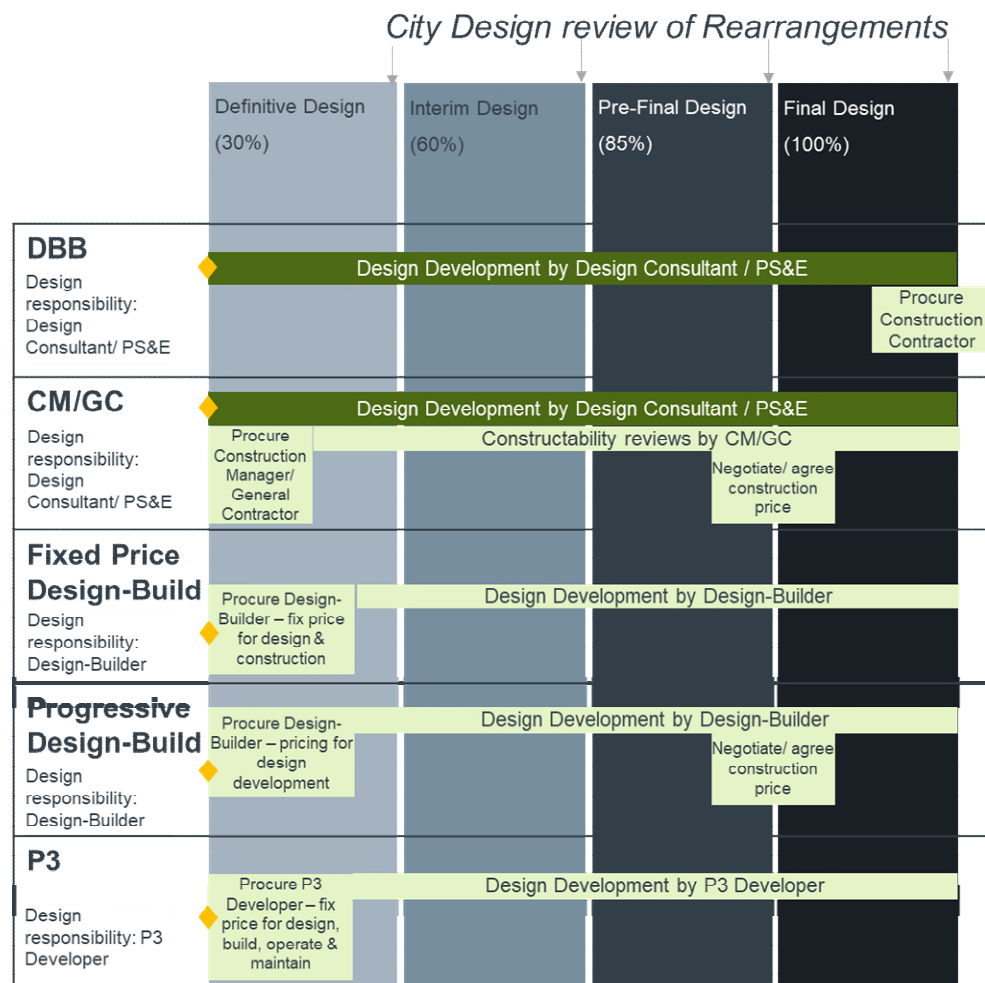
- 4.2 LACMTA and the LACMTA Contractors may submit Final Design Documents for an Advanced Partial Design Unit's review at the Final Design stage in accordance with that Section 1.2(g) above, in order to seek approval to commence construction of that portion of a Rearrangement prior to completion of the Final Design Documents for the applicable Rearrangement in full. In accordance with Section 4.1 above, LACMTA must not commence or permit the commencement of any Construction of the work under an Advanced Partial Design Unit prior to the date that the Design Documentation for that work has become an AFC Design. In addition to the Advanced Partial Design Unit submittal, LACMTA or the LACMTA Contractor will furnish any additional supporting information reasonably requested by the City with respect to that Advanced Partial Design Unit. Construction without prior approval and not conforming to City Standards (as applicable to the Subject Transportation Project under Section 4.5 (City Standards) of this Agreement) shall be at the risk of removal and replacement by LACMTA and/or the applicable LACMTA Contractor. Approval of the Final Design Documents for an Advanced Partial Design Unit as the AFC Design for that Advanced Partial Design Unit shall not constitute approval of the Final Design Documents for the applicable Rearrangement in full. Where the Final Design Documents for an Advanced Partial Design Unit are approved by the City as an AFC Design, those approved Final Design Documents shall be submitted as part of the Final Design Documents for the applicable Rearrangement in full within 20 days of the commencement of Construction of the Advanced Partial Design Unit, unless the Parties agree to an alternative schedule. Failure to complete the Final Design process for the applicable Rearrangement within the foregoing time period will result in LACMTA and the City suspending the Construction work for the Advanced Partial Design Unit.

Part B – Design Development Process

This Part B of Exhibit 7 summarizes the typical stages of Design Development (which occurs after Advanced Conceptual Engineering) for a Rearrangement. City review of ACE Design Documentation prior to the commencement of Design Development is described in Exhibit 3 (Early Involvement Procedures) and is not covered in the scope of this Part B of Exhibit 7.

The different levels of Design Development for a Rearrangement are intended to be consistent across the different delivery methods contemplated to be utilized by LACMTA to deliver a Subject Transportation Project. The differences between the delivery methods as implemented by LACMTA are instead based on who is performing the Design work and the stage at which LACMTA and the applicable LACMTA Contractor will agree to the contract price for the Construction work.

The diagram below shows responsibility of design and typical timing for advertisement of the Procurement Documents for the Design work under a number of the delivery methods utilized by LACMTA. The timing for advertisement of the Procurement Documents for the Design work and for the Construction work may vary depending on the specific context of a Subject Transportation Project, as will be discussed by LACMTA under the Early Involvement Procedures or, for Subject Transportation Projects whose Procurement Documents were issued prior to the date of this Agreement, as may be indicated in Part A (Subject Transportation Projects as of the Effective Date) of Exhibit 3 (Early Involvement).



- ◆ Indicates typical timing for issuance of the Procurement Documents for the Design work. As further described in and subject to Section 4.5 (City Standards) of this Agreement, the City Standards applicable to the Rearrangements under a Subject Transportation Project shall be those City Standards that were in effect and publicly available on the date of issuance of the Procurement Documents.

Any variations to the different stages of Design Development for a Rearrangement from that described below or in the Design Development Checklists may be agreed by the Parties pursuant to the Early Involvement Procedures or when consulting with respect to the Design Management Plan, as described in Part A (*Submittal and Review Procedure*) of this Exhibit 6.

Level of Design Development	Description
Definitive Design (approximately 30%)	Definitive Design is the first stage of Design Development after Advanced Conceptual Engineering. The Definitive Design stage is intended to verify existing conditions, validate the existing design concepts, propose alternatives, establish the configuration of the various elements of the work for the Rearrangement, and revise and establish the applicable requirements for the Rearrangement. This stage of Design Development is intended to verify the following: (a) the Design concepts governing future Design Development are defined consistently and in conformance with the applicable requirements for the Rearrangement; (b) the Design concepts are substantiated and justified by site investigation and analysis; (c) final right-of-way requirements; (d) the specific City Standards applicable to the proposed concepts are identified and appropriate; (e) the proposed Design concepts are constructible; (f) the Design interfaces for the Rearrangement have been successfully coordinated with other design units, Utility Adjustments, other interfaces, and other project-related activities; and (g) the required materials/equipment are available and in conformance with the requirements for the Rearrangement and Applicable Law.
Interim Design (approximately 60%)	The Interim Design stage is the next stage of Design Development after Definitive Design. At this stage of Design Development, the City will review and verify that the concepts and parameters established and represented by the Definitive Design are being followed and that the applicable requirements for the Rearrangement continue to be met. A Package submitted at Interim Design will specifically highlight changes to information presented at Definitive Design and will be submitted at a time when the Definitive Design review comments have been addressed and resolved. In addition, this stage of Design Development is intended to verify that the (a) Design Work and the Design Documentation have undergone constructability review and are constructible as represented; and (b) all Design specifications for the Rearrangement are developed to an outline level.
Pre-Final Design (approximately 85%)	In the Pre-Final Design review, the City verifies that the concepts and parameters established and represented by the Definitive Design for the Rearrangement are being followed and that the applicable requirements for the Rearrangement continue to be met. A Package submitted at Pre-Final Design will specifically highlight changes to information presented at Interim Design and will be submitted at a time when the Interim Design review comments have been addressed and resolved.

Level of Design Development	Description
	In addition, this stage of Design Development is intended to verify the following: (a) Design Work and the Design Documentation have undergone constructability review and are constructible as represented; and (b) Design Documentation for the Rearrangement is essentially complete, inclusive of all supporting calculations, independent design checks, reports, other design documentation, and the details necessary for construction, and shall have been coordinated among the various disciplines and interfaces.
Final Design (100%)	During the Final Design stage for a Rearrangement: (i) the Final Design Documents for the Rearrangement (or an element of a Rearrangement) are submitted for review; (ii) all outstanding Design review Compliance Comments are addressed and resolved; (iii) the Design Documentation for the Rearrangement are signed and sealed by the Engineer of Record; and (iv) all other conditions to achieve AFC Design are satisfied. A Package of Final Design Documents submitted at Final Design will specifically highlight changes to information presented at Pre-Final Design and will be submitted at a time when the Pre-Final Design review comments have been addressed and resolved. In addition, this stage of Design Development is intended to verify the following for a Rearrangement: (a) Design Work and the Design Documentation have undergone constructability review and are constructible as represented; (b) related criteria requirements for the Rearrangement are incorporated in the Design Documentation; (c) any accepted/approved variances or design exceptions; (d) compliance with applicable quality management activities; (e) completion of all design checks including independent design checks; (f) all interfaces with designs by third parties and utilities have been identified, and all conflicts with third party and utility designs have been identified and resolved; and (g) the engineer of record has sealed and signed all Design Documentation prepared under their direction in accordance with the California Professional Engineers Act. For those drawings and documents included in the submittal that are prepared by a manufacturer, supplier, or other persons not under their direct supervision, the engineer of record has affixed a stamp that indicates the design shown on the sheet or document conforms to the overall design and contract requirements.

Part C - Design Development Checklists

The City has prepared sample Design Development Checklists for Subject Transportation Projects being procured under a Design-Bid-Build delivery method, as set out in this Part C.

In accordance with the Early Involvement Procedures and Project Definition for a Subject Transportation Project (or as part of the preparation and review of the Procurement Documents under Section 3.2(d) (Early Involvement and Procurement) of this Agreement if the Early Involvement Procedures do not apply), the Parties will agree the project-specific form of Design Development Checklists that are to be utilized for the Subject Transportation Project, taking into account the Project Delivery Method being utilized to deliver the Subject Transportation Project.

Nothing in this Part C or in this Agreement shall be interpreted as acceptance by LACMTA of the sample Design Development Checklists prepared by the City and included in this Part C. LACMTA shall retain the right to review, comment on, and propose amendments to, the sample Design Development Checklists when preparing, discussing, and agreeing a project-specific Design Development Checklist.

Engineer of Record (EOR)

Contact Phone

Project Title

Contact Email

Metro Work Order No.

Date

Please contact MTD to obtain the latest version of this checklist.

Required with Initial Plan Check Submittal

1. Completed Street Plan, Storm Drain Plan, Sewer Plan and Third Party Utility Relocation Checklists, if applicable.
2. Submitted plans to comply with all items listed below.

		EOR	
Item		OK	Incomplete
1.	Conform to Drafting Guidelines and Plan Format per LABOE's latest "CAD Standards and Drafting Templates" as found in LABOE's Technical Document Center-Tools and References	☐	☐
2.	Current B-permit CAD Templates used.	☐	☐
3.	City North Arrow, Orientation, and Graphic Scales per CAD Standards	☐	☐
4.	LA BOE's signature block	☐	☐
5.	EOR stamp and signature required on all sheets	☐	☐
6.	Drafting symbols for Culture per S-623	☐	☐
7.	Show, but do not station, all new and existing culture listed (e.g. pedestrian push button, tree wells, parkway, bus pads, bus shelters, transit furniture). Show existing bus pads. Provide street furniture sheet with sign off from other applicable City departments.	☐	☐
8.	No crosshatching, shading, or screening	☐	☐
9.	Symbols for Construction Notes per S-627	☐	☐
10.	Show only 'Construction Notes' applicable to the plans	☐	☐
11.	All Construction Notes shall be placed outside of Public R/W Lines	☐	☐
12.	Orientation of notes should either be horizontal or vertical. Vertical notes should read from the right side of the plan	☐	☐
13.	All text shall be Arial vertical font with a minimum size of 1/8"	☐	☐
14.	All stationing shown to 2 decimal places except on even 50' stations	☐	☐
15.	Show all Elevations to Two Decimal Places	☐	☐

		EOR	
Item		OK	Incomplete
TITLE BLOCK			
16.	W.O. Number	☐	☐
17.	Refer to B-permit Templates and Samples	☐	☐
18.	'Project Title' should match official Metro Project Title	☐	☐
19.	Survey Control Information. Vertical Control in Title Block (bench #, datum, [year] adj. and elevation)	☐	☐
20.	Bench marks: 2 required. Bench Mark number, exact description from Bench Mark Book, Elevation & adjustment year in BENCH MARK boxes.	☐	☐
21.	Appropriate Departments or Bureaus shown in 'APPROVALS' box	☐	☐

MTD Sewer Plan Checklist

DRAFT - May 5, 2022

Engineer of Record (EOR)

Contact Phone

Contact Email

Project Title

Metro Work Order No.

Please contact MTD to obtain the latest version of this checklist.

Required with Initial Plan Check Submittal

1. Completed Sewer Plan Checklist. (see below)
2. Copy of corresponding Street and Storm Drain Plans.
3. Show existing and proposed ROW line.
4. Surveyed elevations for sewer MH's at joins with stubs and/or upstream and downstream MH inlet/outlet elevations when placing a new MH on an existing sewer line.

Item		LEVEL OF COMPLETION				EOR	
		30%*	60%	85%	100%	OK	Incomplete
GENERAL (ON-LINE APPLICATION)							
1.	Conform to Standard Specifications for Public Works Construction (SSPWC Green Book), LABOE's Brown Book, Sewer Design Manual, Standards Plans, Special Orders, City of Los Angeles Approved Products List, and other applicable resources as found in LABOE's Technical Document Center.	☒	☒	☒	☒	☐	☐
2.	All proposed sewer construction or relocation shall be cross-checked with other engineering disciplines including but not limited to civil, structural, sub-structural, utilities, and landscape to ensure there is no conflict.	☒	☒	☒	☒	☐	☐
3.	Include copy of corresponding Composite Utility Rearrangement Plans (required for MTD projects) for reference only. See "Composite Utility Rearrangement Plans" section in the MTD Third Party Utility Relocation Submittal Checklist.	☒	☒	☒	☒	☐	☐
4.	Provide both pre-construction and post-construction closed circuit television (CCTV) inspection information for all existing sewer lines. See Section 500-1.1.5 of the SSPWC (Greenbook) as modified by the latest Brownbook.	☐	☒	☒	☒	☐	☐
5.	Sewer Pre-Design Report analyzing existing and proposed sewer systems is required including but not limited to the following:	☐	☒	☒	☒	☐	☐
	a) Velocity minimum 3 ft/s	☐	☒	☒	☒	☐	☐
	b) Slope minimum S = 0.004 ft/ft, maximum S will be dependent on	☐	☒	☒	☒	☐	☐

MTD Sewer Plan Checklist

DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%*	60%	85%	100%	OK	Incomplete
	maximum velocity.						
	c) Capacity, Q, of the proposed sewer system shall be equal or greater than existing sewer system capacity.	☐	☒	☒	☒	☐	☐
	d) Flow data if the sewer line is 12" in diameter or greater.	☐	☒	☒	☒	☐	☐
	e) Soil report with plasticity index if the use of plastic pipe is proposed.	☐	☒	☒	☒	☐	☐
6.	Excavations greater than 5 ft require shoring plans to be submitted to BOE for review and approval.	☐	☐	☒	☒	☐	☐
7.	The edge of shoring of all existing and proposed sewers running parallel to the proposed tracks shall have a minimum 9' horizontal distance from the outside of the closest track.	☒	☒	☒	☒	☐	☐
DRAFTING REQUIREMENTS							
8.	Refer to the Drafting Requirements Checklist.	☒	☒	☒	☒	☐	☐
Title Sheet: CONSTRUCTION NOTES							
9.	Provide construction symbols & construction notes (Standard Plan S-627)	☒	☒	☒	☒	☐	☐
Title Sheet: KEY MAP							
10.	Orientation – North Arrow direction to top of sheet	☒	☒	☒	☒	☐	☐
11.	Scale, Graphic Scale and North Arrow (Typical scale 1" = 400')	☒	☒	☒	☒	☐	☐
12.	Map to include closest Intersecting Major & or Secondary Street	☒	☒	☒	☒	☐	☐
13.	Line numbers & flow arrows	☒	☒	☒	☒	☐	☐
14.	Sewers & MHs (Existing – dashed lines, New – solid lines)	☒	☒	☒	☒	☐	☐
15.	Indicate limits for HC's only (if applicable)	☒	☒	☒	☒	☐	☐
16.	Show Tract number or Parcel Map No.	☒	☒	☒	☒	☐	☐
17.	Participation boundary around participating property	☒	☒	☒	☒	☐	☐
Title Sheet: INDEX or INDEX TO SHEETS							
18.	List of plans with Sheet No., Limits of Construction (pipe station and street station) in a table titled, INDEX TO SHEETS	☒	☒	☒	☒	☐	☐
Title Sheet: NOTICE TO CONTRACTORS							
19.	Obtain current version of Notice to Contractors from BOE - Metro Transit Division. Notes shall be listed in the order shown.	☒	☒	☒	☒	☐	☐
20.	Applicable Standard Plans-list by title & plan number, numerically. Refer to	☒	☒	☒	☒	☐	☐

MTD Sewer Plan Checklist

DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%*	60%	85%	100%	OK	Incomplete
	City of Los Angeles Technical Information webpage for Standard Plans.						
21.	Sewer Bypass & Spill Prevention Notes when working on or joining live sewer	☐	☒	☒	☒	☐	☐
22.	Excavate & Expose end of sewer for Survey (if applicable)	☐	☒	☒	☒	☐	☐
23.	Sewer infill note (90% compaction req'd before trenching for sewer)	☐	☒	☒	☒	☐	☐
24.	Sewer trench resurfacing note	☐	☒	☒	☒	☐	☐
25.	Traffic lane requirements (major, secondary & collector require DOT review)	☐	☐	☒	☒	☐	☐
26.	Street lighting notes (if applicable)	☐	☒	☒	☒	☐	☐
27.	Traffic signal notes (if applicable)	☐	☒	☒	☒	☐	☐
28.	Urban Forestry Division notes (if applicable)	☐	☒	☒	☒	☐	☐
29.	CCTV for ex. HC lateral extension or remodeling (Lateral constructed pre-1965 or in earthquake damaged areas)	☐	☒	☒	☒	☐	☐
30.	State Highway – Encroachment Permit is required. Date & No. (if applicable)	☐	☒	☒	☒	☐	☐
31.	Flood Control permit number and any restrictions	☐	☒	☒	☒	☐	☐
32.	Railroad encroachment permit	☐	☒	☒	☒	☐	☐
33.	County or other City's permits (as applicable)	☐	☒	☒	☒	☐	☐
Title Sheet: IF TUNNELING OR JACKING:							
34.	Cal/OSHA permit required	☐	☒	☒	☒	☐	☐
35.	Name & phone number for State contact	☐	☒	☒	☒	☐	☐
36.	Gas classification required	☐	☒	☒	☒	☐	☐
37.	Special details	☐	☒	☒	☒	☐	☐
38.	Soils Report	☐	☒	☒	☒	☐	☐
Title Sheet: LEGEND							
39.	Applicable symbols shown	☒	☒	☒	☒	☐	☐
40.	Existing improvement – dashed lines, Proposed – solid lines	☒	☒	☒	☒	☐	☐
41.	Fill out the title block.	☒	☒	☒	☒	☐	☐
42.	Design Group block filled out – with signatures & dates for “Engineer” and	☒	☒	☒	☒	☐	☐

MTD Sewer Plan Checklist DRAFT - May 5, 2022

		LEVEL OF COMPLETION				EOR	
Item		30%*	60%	85%	100%	OK	Incomplete
	"Approved by"						
43.	"PLAN", shown in vicinity of plan view	✓	✓	✓	✓	☐	☐
44.	North Arrow Orientation (Refer to City of Los Angeles Standard CAD)	✓	✓	✓	✓	☐	☐
45.	Scale 1" = 40' (standard plan view) and Graphic scale	✓	✓	✓	✓	☐	☐
46.	Plan scale and graphic scale agree, and are shown.	✓	✓	✓	✓	☐	☐
47.	Plan aligned with Profile	✓	✓	✓	✓	☐	☐
48.	Plan orientation agrees with North Arrow	✓	✓	✓	✓	☐	☐
49.	Label property line and centerline	✓	✓	✓	✓	☐	☐
50.	Street, alleys and easements labeled	✓	✓	✓	✓	☐	☐
51.	Dimensions shown for streets, alleys, easements	✓	✓	✓	✓	☐	☐
52.	Temporary easement(s) – (if applicable)	✓	✓	✓	✓	☐	☐
53.	Curbs, gutters, cross-gutters, driveways (existing, proposed), and show dimensions	✓	✓	✓	✓	☐	☐
54.	Matchline Station and Sheet references	✓	✓	✓	✓	☐	☐
Plan Views: SUBSTRUCTURES							
55.	Call out all existing substructures: Culverts, Pedestrian Tunnel, Pumping station, Foundation, Vaults, Stub-outs, Maintenance Holes	✓	✓	✓	✓	☐	☐
56.	Plans conform with corresponding Composite Utility Rearrangement Plans	✓	✓	✓	✓	☐	☐
57.	Correct line symbols (are incorporated in latest plan sheets). City of Los Angeles Technical Information webpage for CAD Standards.	✓	✓	✓	✓	☐	☐
58.	Owner, size, material, type of utility & quantity and location relative to street centerline.	✓	✓	✓	✓	☐	☐
59.	Storm drains, culverts, etc., with size, flow arrow, plan numbers and tie to centerline	✓	✓	✓	✓	☐	☐
60.	Existing sewer facilities with size, pipe material, ties, ownership, offset from street centerline, and as-built plan numbers	✓	✓	✓	✓	☐	☐
61.	Substructure Abandoned? If so, label "ABAND"	✓	✓	✓	✓	☐	☐
62.	High pressure? If so, label as HIGH PRESSURE	✓	✓	✓	✓	☐	☐
63.	To be Abandoned, Removed or Relocated and by whom	✓	✓	✓	✓	☐	☐
64.	Power poles-encase sewer within 3 feet with Case 5 bedding	✓	✓	✓	✓	☐	☐

MTD Sewer Plan Checklist

DRAFT - May 5, 2022

		LEVEL OF COMPLETION				EOR	
Item		30%*	60%	85%	100%	OK	Incomplete
65.	Existing and proposed sewers including House Connections under crossing the track shall be encased with Case 5 Bedding extended 10' from outside of rail on both sides	☒	☒	☒	☒	☐	☐
66.	Sewer pipe case bedding, use Figure 490.1 of the Sewer Design Manual. See City of Los Angeles Technical Information webpage.	☒	☒	☒	☒	☐	☐
67.	Fire hydrants & laterals, and other substructures	☒	☒	☒	☒	☐	☐
Plan Views: EXISTING SEWERS							
	Existing sewer alignment(s) shown as a dashed line	☒	☒	☒	☒	☐	☐
68.	Size, material, ownership, as-built plan numbers, flow direction arrows and offset to centerline	☒	☒	☒	☒	☐	☐
69.	Plan number of any Abandoned Sewers (if applicable)	☒	☒	☒	☒	☐	☐
70.	For any construction of sewer lines and/or water lines close to each other, all the criteria of the latest issue of the "California Department of Public Health (CDPH)" shall be observed. Any horizontal clearance less than 4.0' between sewer and water lines, needs a "Special Permission" from "California State Water Resources Control Board" and also Water Supplier approval.	☒	☒	☒	☒	☐	☐
71.	Plans conform with corresponding Composite Utility Rearrangement Plans	☒	☒	☒	☒	☐	☐
Plan Views: EXISTING MAINTENANCE HOLES							
72.	Show the existing MHs as dashed	☒	☒	☒	☒	☐	☐
73.	Type, size, station, ties, remodel, or abandon	☒	☒	☒	☒	☐	☐
Plan Views: PROPOSED SEWERS							
74.	Diameter size						
	a) Smaller than 18-inch diameter shown as a single, bold line	☒	☒	☒	☒	☐	☐
	b) Equal to or larger than 18-inch diameter must be drawn to scale and as two lines indicating the pipe perimeter with a single solid line as sewer alignment centerline	☒	☒	☒	☒	☐	☐
75.	For connecting the new proposed sewer lateral to the existing sewer main, the contractor shall obtain an S-permit from the BOE public counter.	☒	☒	☒	☒	☐	☐
76.	At the connection of the proposed sewer to the existing sewer mainline or existing MH, the invert shall be verified in the field	☐	☒	☒	☒	☐	☐
77.	New sewer maintenance holes size (inside diameter) shall be per Table F462 of the Sewer Design Manual and Standard Plans S-142 and S-150. See City of Los Angeles Technical Information webpage.	☒	☒	☒	☒	☐	☐

MTD Sewer Plan Checklist

DRAFT - May 5, 2022

		LEVEL OF COMPLETION				EOR	
Item		30%*	60%	85%	100%	OK	Incomplete
78.	Proposed sewer alignment(s) shown as a bold, solid line	☒	☒	☒	☒	☐	☐
79.	Arrows running parallel to proposed sewer construction to indicate the direction of flow	☒	☒	☒	☒	☐	☐
80.	Line numbers in circles	☒	☒	☒	☒	☐	☐
81.	Ties	☒	☒	☒	☒	☐	☐
82.	Curve data table (Delta, Radius, Length and Tangent)	☒	☒	☒	☒	☐	☐
83.	Location - clearance to adjacent improvements	☒	☒	☒	☒	☐	☐
84.	Location –clearance to adjacent water lines (min. 4' OD to OD)	☒	☒	☒	☒	☐	☐
85.	Stationing for the proposed sewer shall start from downstream to upstream.	☒	☒	☒	☒	☐	☐
86.	Size, material, ownership, as-built plan numbers, flow direction arrows and offset to centerline	☒	☒	☒	☒	☐	☐
87.	Provide a minimum 9' clearance between the shoring for the proposed sewer alignment and the closest rail track.	☒	☒	☒	☒	☐	☐
88.	At the connection point of the proposed sewer line to the existing sewer line, the station of the existing sewer shall be indicated on plan and profile.	☒	☒	☒	☒	☐	☐
89.	Sewer pipe case bedding, use Figure 490-1 of the Sewer Design Manual. See City of Los Angeles Technical Information webpage.	☐	☒	☒	☒	☐	☐
90.	Tunnel or jacking limits – Pit location: Avoid intersections, crosswalks, driveways, and building entrances. Allow clearance to existing Improvements	☐	☒	☒	☒	☐	☐
Plan Views: PROPOSED STRUCTURES (if applicable)							
91.	Stationing (with line number, where necessary)	☒	☒	☒	☒	☐	☐
92.	Type and diameter if other than 4'	☒	☒	☒	☒	☐	☐
93.	Existing MH – Dashed	☒	☒	☒	☒	☐	☐
94.	Is Equation required?	☒	☒	☒	☒	☐	☐
95.	Special Manholes (other than by Standard Plan)– refer to detail & location	☒	☒	☒	☒	☐	☐
96.	Ties	☒	☒	☒	☒	☐	☐
97.	Inner cover where subject to inundation	☒	☒	☒	☒	☐	☐
98.	Maximum spacing between maintenance holes shall be per Table F 461.	☒	☒	☒	☒	☐	☐
99.	MH bottom layout (if necessary; show detail)	☒	☒	☒	☒	☐	☐

		LEVEL OF COMPLETION				EOR	
Item		30%*	60%	85%	100%	OK	Incomplete
100.	Label stubs – size and slope	☒	☒	☒	☒	☐	☐
101.	Terminal Cleanout Structure “Y”’s may not be used	☒	☒	☒	☒	☐	☐
Plan Views: HOUSE CONNECTIONS							
102.	The existing house connection information to be updated per pre-CCTV.	☐	☒	☒	☒	☐	☐
103.	Ex. HCs stations. If necessary, call out for reconstruction or remodeling, etc.	☒	☒	☒	☒	☐	☐
104.	HC station at Property Line and Y-station if different than PL station	☐	☒	☒	☒	☐	☐
105.	HC smaller than mainline?	☐	☒	☒	☒	☐	☐
106.	HC type (if other than "A" specify length "B")	☐	☒	☒	☒	☐	☐
107.	Saddles station – if no existing wye or Tee	☐	☒	☒	☒	☐	☐
108.	Bedding type if encasement required	☐	☒	☒	☒	☐	☐
109.	Y’s pointed downstream	☐	☒	☒	☒	☐	☐
110.	No house connection directly into a MH.	☐	☒	☒	☒	☐	☐
Plan Views: MISCELLANEOUS							
111.	Chimney bases & stations	☐	☒	☒	☒	☐	☐
112.	Chimney type and height	☐	☒	☒	☒	☐	☐
113.	Cross index between sheets	☐	☒	☒	☒	☐	☐
114.	Match Lines with Station and Continued on Sheet No.	☐	☒	☒	☒	☐	☐
115.	Does all data agrees on referenced sheets	☐	☒	☒	☒	☐	☐
116.	Hydrograph (when joining larger lines)	☐	☒	☒	☒	☐	☐
117.	“ PROFILE ”, shown in lower center area of Profile	☐	☒	☒	☒	☐	☐
118.	Profile Scale: Horizontal 1" = 20', Vertical 1" = 4'	☒	☒	☒	☒	☐	☐
119.	Avoid using double vertical scale (exception steep hillside with more than one break in the profile). If used, show DOUBLE VERTICAL SCALE in large text in a bold box in the profile area by the scale	☒	☒	☒	☒	☐	☐
120.	Profile aligned with plan	☒	☒	☒	☒	☐	☐
121.	Street name or R/W at top of Profile with line number before it (if applicable)	☒	☒	☒	☒	☐	☐
Profile: INTERSECTING STREETS, ALLEYS, OR EASEMENTS							

MTD Sewer Plan Checklist DRAFT - May 5, 2022

		LEVEL OF COMPLETION				EOR	
Item		30%*	60%	85%	100%	OK	Incomplete
122.	Dash near side, solid far side (Dash easements)	☒	☒	☒	☒	☐	☐
123.	Special compaction requirements in R/W's?	☒	☒	☒	☒	☐	☐
Profile: PROPOSED SEWER							
124.	Size in inches	☒	☒	☒	☒	☐	☐
125.	Slope in feet per foot (S=0.XXXX)	☒	☒	☒	☒	☐	☐
126.	Pipe type	☒	☒	☒	☒	☐	☐
127.	Mainline depth-adequate for tributary area	☒	☒	☒	☒	☐	☐
128.	Bedding type	☐	☒	☒	☒	☐	☐
129.	Protective lining coverage – RCP	☒	☒	☒	☒	☐	☐
130.	Limits – stationing and length	☒	☒	☒	☒	☐	☐
131.	Hydraulic elements - 18" & > (Q, V, d, d/D, N)	☒	☒	☒	☒	☐	☐
132.	Water surface - 18" and larger	☒	☒	☒	☒	☐	☐
Profile: VERTICAL CURVES							
133.	B.V.C. & E.V.C. stations	☐	☒	☒	☒	☐	☐
134.	Length	☐	☒	☒	☒	☐	☐
135.	P.I. station and elevation	☐	☒	☒	☒	☐	☐
136.	Stations and elevations in curve	☐	☒	☒	☒	☐	☐
Plan: HORIZONTAL CURVES							
137.	B.C. & E.C. – stations and elevations shown	☐	☒	☒	☒	☐	☐
138.	Specify maximum pipe length permitted (if applicable)	☐	☒	☒	☒	☐	☐
139.	Beveled pipe required?	☐	☒	☒	☒	☐	☐
140.	Compound curves – Check joint deflection	☐	☒	☒	☒	☐	☐
Profile: STRUCTURES – MH's							
141.	Station	☐	☒	☒	☒	☐	☐
142.	MH Type (B, F, G, H, Q, special?), No quotations around MH type	☐	☒	☒	☒	☐	☐
143.	Diameter	☐	☒	☒	☒	☐	☐
144.	Existing – remodel to MH	☐	☒	☒	☒	☐	☐

MTD Sewer Plan Checklist DRAFT - May 5, 2022

		LEVEL OF COMPLETION				EOR	
Item		30%*	60%	85%	100%	OK	Incomplete
145.	Ex. elevations with survey reference (elevations in parenthesis)	☐	☒	☒	☒	☐	☐
146.	Drop across MH per Sewer Design Manual, Sections F254 & F255	☐	☒	☒	☒	☐	☐
147.	Elevations	☐	☒	☒	☒	☐	☐
148.	Station or tie to elevations	☐	☒	☒	☒	☐	☐
149.	Line number in circle at end of elevation leader – Intersecting lines	☐	☒	☒	☒	☐	☐
150.	Stubs with size and slope	☐	☒	☒	☒	☐	☐
151.	MH cover Elevation in R/W, or dirt (set 6" above adjacent surface)	☐	☒	☒	☒	☐	☐
152.	Inner cover if subject to inundation	☐	☒	☒	☒	☐	☐
153.	Review survey submittal for MH invert elevations & existing surface over sewer	☐	☒	☒	☒	☐	☐
154.	All elevations agree where shown elsewhere	☐	☒	☒	☒	☐	☐
Profile: HOUSE CONNECTIONS							
155.	HC elliptical symbol - dashed for near side and solid for far side	☐	☒	☒	☒	☐	☐
156.	HC Station with "R" for right side or "L" for left side	☐	☒	☒	☒	☐	☐
157.	HC Type	☐	☒	☒	☒	☐	☐
158.	Invert Elevation at the connection to the Sewer mainline	☐	☒	☒	☒	☐	☐
159.	Flat or inclined "Y" (other than standard hook-up) – show slope, inclination and rotation for wye	☐	☒	☒	☒	☐	☐
160.	Size must be one size smaller than mainline	☐	☒	☒	☒	☐	☐
Profile: CHIMNEYS							
161.	Size	☐	☒	☒	☒	☐	☐
162.	Base Type and station (when base only used)	☐	☒	☒	☒	☐	☐
163.	Station	☐	☒	☒	☒	☐	☐
164.	Chimney type (A, B, C, D) and Base Type (X or Y), i.e. CH A-X	☐	☒	☒	☒	☐	☐
165.	Height	☐	☒	☒	☒	☐	☐
Profile: MISCELLANEOUS							
166.	Existing house connections	☐	☒	☒	☒	☐	☐
167.	Provide Pipe anchors and backfill stabilizers for pipe slope over 33% (per	☐	☒	☒	☒	☐	☐

MTD Sewer Plan Checklist

DRAFT - May 5, 2022

		LEVEL OF COMPLETION				EOR	
Item		30%*	60%	85%	100%	OK	Incomplete
	Standard Plan S-252)						
168.	Crossing substructures (label with owner and size).	☐	☒	☒	☒	☐	☐
169.	Proximity of parallel utilities	☐	☒	☒	☒	☐	☐
170.	Show fire hydrant lines and large individual service lines	☐	☒	☒	☒	☐	☐
171.	Crossing storm drains – support or blanket	☐	☒	☒	☒	☐	☐
172.	Existing, proposed or future storm drains	☐	☒	☒	☒	☐	☐
173.	Underground obstructions (Vaults, footings, piles, etc.)	☐	☒	☒	☒	☐	☐
174.	Tunneling or jacking limits – Stations & length	☐	☒	☒	☒	☐	☐
175.	Special compaction	☐	☒	☒	☒	☐	☐
176.	Concrete reinforcement	☐	☒	☒	☒	☐	☐
177.	Low ground elev. (Adverse grade)	☐	☒	☒	☒	☐	☐
178.	Basements (if applicable)	☐	☒	☒	☒	☐	☐

Engineer of Record (EOR)

Contact Phone

Contact Email

Project Title

Metro Work Order No.

Please contact MTD to obtain the latest version of this checklist.

Required with Initial Plan Check Submittal

1. Copy of corresponding Civil and Sewer Plans for reference only. Separate submittal will be required for plan check of each respective improvement plan.
2. Copy of Storm Drain Design Plans and Profiles
3. Copy of corresponding Composite Utility Rearrangement Plans (required for MTD projects) for reference only. See "Composite Utility Rearrangement Plans" section in the MTD Third Party Utility Relocation Submittal Checklist
4. Completed General Drafting Checklist

		LEVEL OF COMPLETION				EOR	
Item		30%	60%	85%	100%	OK	Incomplete
GENERAL REQUIREMENTS							
1.	Conform to Standard Specifications for Public Works Construction (SSPWC Green Book), LABOE's Brown Book, LABOE Storm Drain Design Manual, Los Angeles County Hydrology & Sedimentation Manuals, Standards Plans, Special Orders, and other applicable resources as found in LABOE's Technical Document Center	☒	☒	☒	☒	☐	☐
2.	Coordinate with elected officials, other departments, Government Agencies, and Shared Jurisdictions (DWP, Caltrans, LA County Flood Control District, US Army Corps of Engineers (USACE), etc.) for plan reviews and permitting process	☒	☒	☒	☒	☐	☐
3.	Meet all requirements for each level of completion at the submittal, address all comments from the previous submittal, and submit a comment-resolution matrix at each submittal after 30% level of completion	☐	☒	☒	☒	☐	☐
4.	All proposed storm drain construction or relocation shall be cross-checked with other engineering disciplines including but not limited to civil, structural, sub-structural, utilities, and landscape to ensure there is no conflict.	☒	☒	☒	☒	☐	☐
5.	Include copy of corresponding Composite Utility Rearrangement Plans (required for MTD projects) for reference only. See "Composite Utility Rearrangement Plans" section in the MTD Third Party Utility Relocation Submittal Checklist.	☒	☒	☒	☒	☐	☐
6.	Use City of LA approved products for the pipe material. (http://eng2.lacity.org/techdocs/product_material/Product_materials.htm)	☐	☒	☒	☒	☐	☐
7.	Soils Report, Hydraulic/Hydrology Report and Calculations.	☒	☒	☒	☒	☐	☐
	a) Pipe loading including D-Load calculations for new storm drain (Per Section G-613)	☐	☒	☒	☒	☐	☐

MTD Storm Drain Plan Checklist

DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
	b) Pipe loading including D-Load per foot of pipe based on pipe size and cover above pipe	☐	☒	☒	☒	☐	☐
8.	All conflicts between proposed storm drains and other infrastructure shall be identified on the plan.	☒	☒	☒	☒	☐	☐
9.	Provide pre-design closed circuit television (CCTV) for all existing storm drains lines. See technical specifications (GB/BB) for requirements.	☐	☒	☐	☐	☐	☐
10.	The Contractor shall identify in the plan all nearby waterways, channels, catch basins, and inlets to underground existing storm drains.	☒	☒	☒	☒	☐	☐
11.	Excavations greater than 5 ft require shoring plans to be submitted to BOE for review and approval.	☐	☐	☒	☒	☐	☐
DRAFTING REQUIREMENTS							
12.	Refer to Drafting Requirements Checklist	☒	☒	☒	☒	☐	☐
Title Sheet: CONSTRUCTION SYMBOLS							
13.	Show only 'Construction Notes' applicable to the plans	☒	☒	☒	☒	☐	☐
Title Sheet: KEY MAP							
14.	Orientation – North Arrow direction to top of sheet	☒	☒	☒	☒	☐	☐
15.	Typical scale 1" = 400'	☒	☒	☒	☒	☐	☐
16.	Map to include closest Intersecting Major & or Secondary Street	☒	☒	☒	☒	☐	☐
17.	For multiple proposed storm drain alignments, indicate each line with a number and the direction of flow using adjacent arrows	☒	☒	☒	☒	☐	☐
Title Sheet: INDEX or INDEX TO SHEETS							
18.	List of plans with Sheet No., Limits of Construction (pipe station and street station) in a table titled, INDEX TO SHEETS	☒	☒	☒	☒	☐	☐
Title Sheet: NOTICE TO CONTRACTORS							
19.	Obtain current version of Notice to Contractors from BOE - Metro Transit Division. Notes shall be listed in the order shown.	☒	☒	☒	☒	☐	☐
20.	Traffic lane requirements (major, secondary & collector require DOT review)	☐	☐	☒	☒	☐	☐
21.	Street lighting notes (if applicable)	☐	☒	☒	☒	☐	☐
22.	Traffic signal notes (if applicable)	☐	☒	☒	☒	☐	☐
23.	Urban Forestry Division Notes (if applicable)	☐	☒	☒	☒	☐	☐
24.	State Highway – Encroachment Permit is required. Date & No. (if applicable)	☐	☒	☒	☒	☐	☐
25.	Railroad encroachment permit (if applicable)	☐	☒	☒	☒	☐	☐
26.	Flood Control permit number and any restrictions (if applicable)	☐	☒	☒	☒	☐	☐

MTD Storm Drain Plan Checklist

DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
27.	Include reference to any permits specific to the project issued by State, County or other City's Agencies (as applicable)	☐	☒	☒	☒	☐	☐
28.	Cal/OSHA permit required (if applicable)	☐	☒	☒	☒	☐	☐
29.	Name & phone number for State contact (if applicable)	☐	☒	☒	☒	☐	☐
30.	Gas classification required (if applicable)	☐	☒	☒	☒	☐	☐
31.	Special details	☐	☒	☒	☒	☐	☐
32.	Soils report	☐	☒	☒	☒	☐	☐
PLAN VIEW							
33.	Scale 1" = 20'	☒	☒	☒	☒	☐	☐
34.	Design Group block filled out – with signatures & dates for “Engineer” and “Approved by”	☒	☒	☒	☒	☐	☐
35.	“PLAN”, shown in vicinity of plan view	☒	☒	☒	☒	☐	☐
36.	North Arrow Orientation	☒	☒	☒	☒	☐	☐
37.	Plan scale and graphic scale agree, and are shown.	☒	☒	☒	☒	☐	☐
38.	Plan aligned with Profile (if applicable)	☒	☒	☒	☒	☐	☐
39.	Plan orientation agrees with North Arrow	☒	☒	☒	☒	☐	☐
40.	Label property line and centerline	☒	☒	☒	☒	☐	☐
41.	Street, alleys and easements labeled	☒	☒	☒	☒	☐	☐
42.	Dimensions shown for streets, alleys, easements	☒	☒	☒	☒	☐	☐
43.	Temporary easement(s) – if applicable	☒	☒	☒	☒	☐	☐
44.	Curbs, gutters, cross-gutters, driveways (existing, proposed), and show dimensions	☒	☒	☒	☒	☐	☐
45.	Matchline Station and Sheet references	☒	☒	☒	☒	☐	☐
46.	Show Existing and Proposed ROW Lines	☒	☒	☒	☒	☐	☐
47.	Plans conform with corresponding Composite Utility Rearrangement Plans	☒	☒	☒	☒	☐	☐
Plan Views: SUBSTRUCTURES							
48.	Call out all existing substructures: Culverts, Pedestrian Tunnel, Pumping station, Foundation, Vaults, Stub-outs, Maintenance Holes	☒	☒	☒	☒	☐	☐
49.	Correct line symbols per CAD Standards	☒	☒	☒	☒	☐	☐
50.	Identify Substructure Owner, size, material, type of utility & quantity and location relative to street centerline and/or ROW (including abandoned lines)	☒	☒	☒	☒	☐	☐

MTD Storm Drain Plan Checklist

DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
51.	Existing Storm drains, culverts, etc., with size, flow arrow, as-built plan numbers and tie to centerline	☒	☒	☒	☒	☐	☐
52.	Identify the size & type of substructures that are parallel to the storm drain. A minimum of 24" (2ft) clearance is required (no utilities shall be placed longitudinally within a Storm Drain or Sewer Trench. See Standard Plan S-251 for allowable trench widths)	☒	☒	☒	☒	☐	☐
53.	Substructure Abandoned? If so, label "ABAND"	☒	☒	☒	☒	☐	☐
54.	High pressure? If so, label as "HIGH PRESSURE"	☒	☒	☒	☒	☐	☐
55.	Identify substructures to be abandoned ("TBA"), removed or relocated and by whom	☒	☒	☒	☒	☐	☐
56.	Field verify and show existing field conditions including but not limited to: curbs, driveways, access ramps, and any other above ground features that may affect design.	☒	☒	☒	☒	☐	☐
57.	Show proposed civil improvements	☒	☒	☒	☒	☐	☐
Plan Views: PROPOSED STORM DRAIN CONDUIT							
58.	Centerline of mainline with ties to R/W centerline	☒	☒	☒	☒	☐	☐
59.	Proposed Pipe size, material type and ownership Minimum size = 24" diameter	☒	☒	☒	☒	☐	☐
60.	Identify proposed manhole, junction and transition structures with type and station	☒	☒	☒	☒	☐	☐
61.	Identify Curve BC, EC and PRC stations	☐	☒	☒	☒	☐	☐
62.	Show Curve Data Table (Delta, Radius Tangent and Length) Minimum radius = 45ft (Storm Drain Design Manual G-333.2)	☐	☒	☒	☒	☐	☐
63.	Identify angle points with station	☐	☒	☒	☒	☐	☐
64.	Reference to any Details	☐	☒	☒	☒	☐	☐
65.	Proposed Pipe Bedding					☐	☐
	a) Specify proposed pipe case bedding (Standard Plan S-251)	☐	☒	☒	☒	☐	☐
	b) Use Case-5 bedding per Standard Plan S-251 or otherwise provide calculations to justify using any other case bedding.	☐	☒	☒	☒	☐	☐
	c) Special bedding is required for pipe conduits under the railroad. (Figure G 613B)	☐	☒	☒	☒	☐	☐
Plan Views: PROPOSED CATCH BASINS							
66.	Identify Number, Type, ownership, width, depth (v), and location tie Minimum width = 7'	☐	☒	☒	☒	☐	☐
67.	Identify Connector pipe labels, size, D-Load, length, curve data and ties	☐	☒	☒	☒	☐	☐

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
	Minimum connector size = 18" diameter						
68.	Warped Gutter	☐	☒	☒	☒	☐	☐
69.	Lateral lengths equal to or greater than 100' shall be 24" minimum diameter	☐	☒	☒	☒	☐	☐
70.	All proposed and remodeled catch basins shall include catch basin inserts & curb opening screen coverings	☐	☐	☒	☒	☐	☐
71.	All proposed and remodeled grating basins shall include Bicycle Safe frame and grating per Standard Plan S-342	☐	☐	☒	☒	☐	☐
PROFILE VIEW							
72.	Standard profile grid per CAD template	☒	☒	☒	☒	☐	☐
73.	Standard Profile Scale: Horizontal 1" = 20', Vertical 1" = 4'. If double vertical scale is used (1"=8', only allowed on steep hillside), show "Double Vertical Scale" in a bold box in the profile near the scale.	☒	☒	☒	☒	☐	☐
74.	Design Group block filled out – with signatures & dates for "Engineer" and "Approved by"	☒	☒	☒	☒	☐	☐
75.	North Arrow Orientation	☒	☒	☒	☒	☐	☐
76.	Profile scale and graphic scale agree, and are shown.	☒	☒	☒	☒	☐	☐
77.	Plan aligned with Profile (if applicable)	☒	☒	☒	☒	☐	☐
78.	Label ROW, property line and centerline (if applicable)	☒	☒	☒	☒	☐	☐
79.	Street, alleys and easements labeled (if applicable)	☒	☒	☒	☒	☐	☐
80.	Temporary easement(s) (if applicable)	☒	☒	☒	☒	☐	☐
81.	Matchline Station and Sheet references	☒	☒	☒	☒	☐	☐
Profile: PROPOSED STORM DRAIN CONDUIT, CONNECTOR PIPES AND CATCH BASINS							
82.	Vertical grade change not permitted (Provide M.H per G-337-1 or Vertical Curve per G-333.4)	☐	☒	☒	☒	☐	☐
83.	Finished grade over pipe centerline	☐	☒	☒	☒	☐	☐
84.	Identify Existing storm drain size, ownership, material type, and as-built plan numbers	☐	☒	☒	☒	☐	☐
85.	Join invert elevation and station, and existing station equivalent (if applicable)	☐	☒	☒	☒	☐	☐
86.	Proposed Mainline pipe size, material type, ownership, length, D-Load and Bedding Minimum main line pipe size = 24" diameter	☐	☒	☒	☒	☐	☐
87.	Lateral identification label	☐	☒	☒	☒	☐	☐
88.	Identify Invert slope, invert elevations and stations	☐	☒	☒	☒	☐	☐

MTD Storm Drain Plan Checklist

DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
89.	All existing and new crossing utilities must have a minimum 18" vertical clearance or provide concrete blanket per Standard Plan S-255	☐	☒	☒	☒	☐	☐
90.	Lateral and connector pipe inlet size, elevation, station, Elevation and inlet side Minimum connection size = 18" diameter	☐	☒	☒	☒	☐	☐
91.	Identify Angle point station and elevation	☐	☒	☒	☒	☐	☐
92.	Minimum 36" cover required for storm drain (Structural Design Manual H-374.11)	☐	☒	☒	☒	☐	☐
93.	Connector pipe inlet size, elevation, station and inlet side Minimum connection size = 18" diameter	☐	☒	☒	☒	☐	☐
94.	Show proposed Q & V, HGL (Storm Drain Design Manual Fig. G-242.2 M) Minimum v = 5fps (SDDM Section G-333.3)	☐	☒	☒	☒	☐	☐
95.	Identify proposed MH (EZ or JM). "EZ" MHs should identify Type, M/P, rim elevation and invert per Standard Plan S-381	☐	☒	☒	☒	☐	☐
96.	Identify proposed Junction Structure type and invert elevations	☐	☒	☒	☒	☐	☐
97.	Identify Catch Basin number, type, width, rim elevation, depth (v), and invert	☐	☒	☒	☒	☐	☐
98.	Provide pipe anchors and backfill stabilizers for pipe slope over 33% (Per Standard Plan S-252)	☐	☒	☒	☒	☐	☐
99.	Pipe Case Bedding					☐	☐
	a) Specify proposed pipe case bedding (Standard Plan S-251)	☐	☒	☒	☒	☐	☐
	b) Use Case-5 bedding per Standard Plan S-251 or otherwise provide structural calculations to justify using any other case bedding.	☐	☒	☒	☒	☐	☐
	c) Special bedding is required for pipe conduits under the railroad. (Figure G 613B)	☐	☒	☒	☒	☐	☐
Profile: HORIZONTAL CURVES							
100.	Station and elevation at BC, EC, PRC, etc. Minimum radius = 45ft (Storm Drain Design Manual G-333.2)	☐	☒	☒	☒	☐	☐
Profile: VERTICAL CURVES							
101.	Vertical Curves are not permitted within the limits of horizontal Curves (G-333.2)	☒	☒	☒	☒	☐	☐
102.	Vertical grade change not permitted (Provide MH per G-337-1 or Vertical Curve per G-333.4)	☒	☒	☒	☒	☐	☐
103.	B.V.C. & E.V.C. stations and elevations	☐	☒	☒	☒	☐	☐
104.	Length	☐	☒	☒	☒	☐	☐
105.	P.I. station and elevation	☐	☒	☒	☒	☐	☐

MTD Storm Drain Plan Checklist
DRAFT - May 5, 2022

		LEVEL OF COMPLETION				EOR	
Item		30%	60%	85%	100%	OK	Incomplete
106.	Stations and elevations in curve	☐	☒	☒	☒	☐	☐
Profile: MISCELLANEOUS							
107.	Existing house connections crossings	☐	☒	☒	☒	☐	☐
108.	Crossing substructures (label with owner, size and current status (i.e. existing, abandoned, to be abandoned, future, to be removed, etc)).	☐	☒	☒	☒	☐	☐
109.	Proximity of parallel utilities	☐	☒	☒	☒	☐	☐
110.	Show fire hydrant lines and large individual service lines	☐	☒	☒	☒	☐	☐
111.	Underground obstructions (Vaults, footings, piles, etc.)	☐	☒	☒	☒	☐	☐
112.	Tunneling or jacking limits – Stations & length (if applicable)	☐	☒	☒	☒	☐	☐
113.	Special compaction (if applicable)	☐	☒	☒	☒	☐	☐
114.	Concrete reinforcement (if applicable)	☐	☒	☒	☒	☐	☐
115.	Low ground elevation (adverse grade)	☐	☒	☒	☒	☐	☐
116.	Basements (if applicable)	☐	☒	☒	☒	☐	☐

Engineer of Record (EOR)

Contact Phone

Project Title

Contact Email

Metro Work Order No.

Date

Please contact MTD to obtain the latest version of this checklist.

Required with each Plan Check Submittal

1. Completed Street Plan Checklist.
2. Completed Street Plan Showing Sewer House Connection Checklist, if applicable.
3. Completed General Drafting Checklist
4. Survey showing existing culture and elevations (TC, FL, Joins, CL, quarter-points) Show existing doorway thresholds and provide elevations.
5. Existing and proposed R/W shown on plans.
6. Copy of corresponding Grading, Sewer, and Storm drain Plans for reference only. Separate submittal required for plan check of each respective improvement plan.
7. Cross-section Worksheet, provide working sections for plan checkers reference.
 - Plot on 10x10 grid (1"=10' horiz. scale, 1"=1' vert. scale)
 - Show sections at every 50'. For hillside, every 25'
 - Show sections 50' beyond construction limits
 - Show elevations for existing TC, FL, Joins, and proposed TC, FL, EG, and Grade Breaks
 - Only show sections at stations which can be DIRECTLY verified from submitted Survey
 - Show proposed cross-slopes to 2 decimal places. Cross-slope must progressively increase from CL to the EG
 - Show proposed PL's, no old PL's
8. EOR acknowledges that this form was prepared/ reviewed by him/her for accuracy.

Required, may be submitted at first submittal or during subsequent plan check.

1. Approved LADOT Site and Driveway plan, if applicable.
2. Summary of Utility Notices.
3. Right-Of-Entry form required for off-site grading on private property, if applicable.
4. Submit Driveway Profile Worksheets (1"=2' scale) if lot has subterranean parking. Profile shall be from street CL to garage floor.
5. Soils Report and Pavement Reports w/ Calculations & Recommendations (Consistent with Street Design Manual).
6. Provide supporting street design documentation including but not limited to mitigation requirements such as the Mitigation Monitoring Program (MMPRP) from Final EIR and addendum.

MTD Street Plan Checklist
DRAFT - May 5, 2022

		LEVEL OF COMPLETION				EOR	
Item		30%	60%	85%	100%	OK	Incomplete
GENERAL (ON-LINE APPLICATION)							
1.	Conform to LABOE's Brown Book, Street Design Manual, Standards Plans, Supplemental Street Design Guide, Special Orders, and other applicable resources as found in LABOE's Technical Document Center	☒	☒	☒	☒	☐	☐
2.	Cross-check other engineering disciplines including but not limited to traffic, structural, sub-structural, utility, and landscape to ensure there is no conflict	☒	☒	☒	☒	☐	☐
3.	Coordinate with elected officials, other departments, Government Agencies, and Shared Jurisdictions (DOT, BSL, BSS, BOS, DWP, Caltrans, LA County, etc.) for plan reviews and permitting process	☐	☒	☒	☒	☐	☐
4.	Meet all requirements for each level of completion at the submittal, address all comments from the previous submittal, and submit a comment-resolution matrix at each submittal after 30% level of completion	☒	☒	☒	☒	☐	☐
5.	Review engineering conditions (Planning Case/Tract/PM/R3/Hillside for dedication and improvements required	☐	☒	☒	☒	☐	☐
DRAFTING REQUIREMENTS							
6.	Conform to Drafting Guidelines and Plan Format per LABOE's latest "CAD Standards and Drafting Templates" as found in LABOE's Technical Document Center-Tools and References	☒	☒	☒	☒	☐	☐
Title Sheet: KEY MAP							
7.	Orientation – North Arrow directed to top of sheet	☒	☒	☒	☒	☐	☐
8.	Scale, Graphic Scale and North Arrow (Typical scale 1" = 400')	☒	☒	☒	☒	☐	☐
9.	Map to include closest Intersecting Major & or Secondary Street	☒	☒	☒	☒	☐	☐
Title Sheet: INDEX or INDEX TO SHEETS							
10.	"Plans of", "From", "To", Sheet No. in INDEX TO SHEETS	☒	☒	☒	☒	☐	☐
Title Sheet: NOTICE TO CONTRACTORS							
11.	Obtain current version of Notice to Contractors from BOE - Metro Transit Division. Notes shall be listed in the order shown.	☒	☒	☒	☒	☐	☐
12.	Traffic Lane Requirements (Major, Secondary & Collector require DOT review)	☒	☒	☒	☒	☐	☐
13.	Traffic Signal notes if applicable	☒	☒	☒	☒	☐	☐
14.	Street Lighting notes if applicable	☒	☒	☒	☒	☐	☐
15.	Urban Forestry Division notes (if applicable)	☒	☒	☒	☒	☐	☐

MTD Street Plan Checklist

DRAFT - May 5, 2022

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Item		30%	60%	85%	100%	OK	Incomplete
16.	Include reference to any permits specific to the project issued by state, county or other city's agencies (as applicable)	☒	☒	☒	☒	☐	☐
Title Sheet: TYPICAL SECTIONS							
17.	Show sections of all improved streets and/or alleys	☒	☒	☒	☒	☐	☐
18.	Although not to scale, show proportionately	☐	☐	☒	☒	☐	☐
19.	Street Section: Provide in accordance with the approved Pavement Report and Recommendations	☐	☒	☒	☒	☐	☐
20.	Show "T" sections if "T" is uniform. Choice of T-section to be verified by Cross-Section worksheets If varies, show at each section change on Plan View	☐	☒	☒	☒	☐	☐
21.	Do not show old PL, Removal Notes, existing portion of improvements being improved (i.e. existing ac berm).	☐	☒	☒	☒	☐	☐
22.	2% cross slope is required on all sidewalks/parkways (draining towards street)	☐	☒	☒	☒	☐	☐
PLAN VIEW							
23.	Show existing conditions at least 50 feet of each leg of the intersection	☒	☒	☒	☒	☐	☐
24.	Show or Label: Control Line (Bearing and Distance)	☒	☒	☒	☒	☐	☐
25.	Match Line at ECR/BCR, Street Intersection & Others in Between	☒	☒	☒	☒	☐	☐
26.	Driveway Centerline Station and Type, and Curb Ramp Centerline Station between Street Mid-Block	☒	☒	☒	☒	☐	☐
27.	Street Intersection: Provide Grading Plan Detail Sheet with Quarter Points	☐	☒	☒	☒	☐	☐
28.	Show MH, Vault and All Fixed Elevations to be Reconstructed, Show the Finished Surface If Lowered or Raised in Feet	☒	☒	☒	☒	☐	☐
29.	Provide Curb Ramps Details - Provide Elevations and show all Grade Breaks	☐	☒	☒	☒	☐	☐
30.	Match Line - Show Stationing and Elevation of TC & FL	☒	☒	☒	☒	☐	☐
31.	Plan View Scale: 1" = 20' Detail View: 1" = 10' or 1" = 5'	☒	☒	☒	☒	☐	☐
32.	Design Group block filled out – with signatures & dates for "Engineer" and "Approved by"	☒	☒	☒	☒	☐	☐
33.	"PLAN", shown in vicinity of Plan View	☒	☒	☒	☒	☐	☐
34.	Centerline Stationing is reference for all Street Improvement Stationing	☒	☒	☒	☒	☐	☐

MTD Street Plan Checklist
DRAFT - May 5, 2022

		LEVEL OF COMPLETION				EOR	
Item		30%	60%	85%	100%	OK	Incomplete
35.	Stationing should increase from North to South and from East to West unless Survey Field Notes are otherwise	☒	☒	☒	☒	☐	☐
36.	Lines (i.e. R/W, C/L, Join Line, Curb and Gutter) are shown per CAD Standards and Samples	☒	☒	☒	☒	☐	☐
37.	Do not show: Contours, Bearings, Distances, or any improvements on Private Property	☒	☒	☒	☒	☐	☐
38.	Dimensions shown for Streets, Alleys, Easements	☒	☒	☒	☒	☐	☐
39.	Show elevations and stations at all Grade Breaks, BC, PRC, EC, BCR, ECR, designated Radial Lines, CL, Intersections and Angle Points. All Incidental Points with Dimension Offset Ties to Centerline	☒	☒	☒	☒	☐	☐
40.	Show existing FL Elevations approximately 25' beyond Construction Limits	☒	☒	☒	☒	☐	☐
41.	Show existing Elevations in parenthesis of all improvements to be joined (Top of Curb & Flow Line (FL))	☒	☒	☒	☒	☐	☐
42.	Show Elevation at the Join with Slope Grade in Percent at Sidewalk or Walkway & Driveway	☐	☒	☒	☒	☐	☐
43.	Show C&G Transition per Street Design Manual Section E-433	☒	☒	☒	☒	☐	☐
44.	Curb and Gutter Reconstruction: Show direction of drainage flow in percent and 20' reference (Min.) Elevation from the Join Limit	☒	☒	☒	☒	☐	☐
45.	Label Property Line (existing and proposed) and Centerline	☒	☒	☒	☒	☐	☐
46.	Show Easement(s) (Existing and Proposed) – if applicable Property Lot Cut, Corner Cut required-for Visibility Triangle (Municipal Code 62.2) , and other Easements	☒	☒	☒	☒	☐	☐
47.	Give Rates of Grade and Plan Index Number for Existing Paving that Adjoins project (i.e. 'Existing Improvements per P-_____')	☒	☒	☒	☒	☐	☐
48.	Driveways must comply with ADA requirements	☒	☒	☒	☒	☐	☐
49.	Driveways: 6" CF, X min.=3', Y min.=6'; 8" CF, X min.=4', Y min.=7'	☐	☒	☒	☒	☐	☐
50.	Show "T" sections on Typical Section if "T" is uniform	☒	☒	☒	☒	☐	☐
51.	Show FL Elevation at Curb Face as "Elevation" over "X" CF" (i.e. 123.45/ 6" CF) and at Centerline show the "Elevation"	☒	☒	☒	☒	☐	☐
52.	Show flow line Elevations at Driveways & Access Ramps, i.e. 832.11/ FL	☐	☒	☒	☒	☐	☐
53.	Do not duplicate Intersection Improvement Details on another sheet	☒	☒	☒	☒	☐	☐
54.	A light solid line shall separate full depth AC pavement construction from overlay construction	☒	☒	☒	☒	☐	☐

MTD Street Plan Checklist
DRAFT - May 5, 2022

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Item		30%	60%	85%	100%	OK	Incomplete
55.	A light solid line shall be used to depict the boundary of cold planing	☒	☒	☒	☒	☐	☐
56.	Minimum grades: 0.4%, absolute minimum = 0.2%. Maximum grade for collector = 10% Maximum grade for local = 15% Street Design Manual Section E321.1	☒	☒	☒	☒	☐	☐
57.	Grade Break Elevations in Profile shall have corresponding Elevations shown in the Plan View	☒	☒	☒	☒	☐	☐
58.	Minimum 2' of Asphalt Replacement is required adjacent to new Curb and Gutter	☒	☒	☒	☒	☐	☐
59.	Close all unused Existing Driveways	☒	☒	☒	☒	☐	☐
Plan Views: HORIZONTAL CURVES							
60.	Curb Return Radii: Normal = 25', For other radii, refer to the City Supplemental Street Design Guide [confirm curb radii with StreetsLA and LADOT]	☒	☒	☒	☒	☐	☐
61.	Specify Delta, R, L for curves in a table	☒	☒	☒	☒	☐	☐
PROFILE VIEW							
62.	Median Island - TC Profile on both sides	☐	☒	☒	☒	☐	☐
63.	Driveway, Ramp, Catch Basins, Local Depression. Show C/L station & Description Type	☒	☒	☒	☒	☐	☐
64.	Provide Quarter Line Profile	☐	☒	☒	☒	☐	☐
65.	Standard Profile grid per CAD template	☒	☒	☒	☒	☐	☐
66.	Standard Profile Scale: Horizontal 1" = 20', Vertical 1" = 4'. If Double Vertical scale is used (1"=8', only allowed in Steep Hillside), show "DOUBLE VERTICAL SCALE" in a bold box in the Profile near the scale.	☒	☒	☒	☒	☐	☐
67.	Align Stationing for Plan and Profile	☒	☒	☒	☒	☐	☐
68.	Stations - 100 foot Intervals (1+00, 2+00, etc.) located on bold grid line	☒	☒	☒	☒	☐	☐
69.	Elevations - 5 or 10 foot intervals located on bold grid line	☒	☒	☒	☒	☐	☐
70.	Show and label Profile Lines for both sides of street (Top of Curb) and Centerline. Include existing Curb Lines. Provide Superimposed Profile at the Back of Walk or at R/W Line for areas with doorways.	☒	☒	☒	☒	☐	☐
71.	Show ex. Ground Line Profile at PL and existing surface on Centerline	☒	☒	☒	☒	☐	☐
72.	Show Profile lines for: existing, ½' dashed line; Proposed, Solid Line	☒	☒	☒	☒	☐	☐

MTD Street Plan Checklist
DRAFT - May 5, 2022

		LEVEL OF COMPLETION				EOR	
Item		30%	60%	85%	100%	OK	Incomplete
73.	Show Rates of Grade for Centerline, both Curb Lines and Flow Lines (at variable height curb) Show Grades in percent at every Grade Change and at Joins	☒	☒	☒	☒	☐	☐
74.	Show Rates of Grade in Profile for all lengths between Grade Changes of 50' or more.	☒	☒	☒	☒	☐	☐
75.	Show Rates of Grade to 3 decimal places, i.e. R=1.032%	☒	☒	☒	☒	☐	☐
76.	Show new Grade Breaks in Curb Profile and Centerline Profile for all newly established Elevations with a small hollow circle (1/16" dia.). Do not use hollow circles to show Existing Grade Breaks in Profile.	☒	☒	☒	☒	☐	☐
77.	On curves, rate to be figured on actual horizontal lengths of curbs and shown on the profile by arrowed dimension lines (i.e. 10.07' O.C.)	☒	☒	☒	☒	☐	☐
78.	Carry Profile of Centerline out to Centerline of the nearest cross streets	☒	☒	☒	☒	☐	☐
79.	Show parenthesis around Existing Elevations	☒	☒	☒	☒	☐	☐
80.	Theoretical Top of Full Height Curb Line shall be carried across Driveway and Access Ramp Depressions	☒	☒	☒	☒	☐	☐
81.	Show Stationing and Elevations at all Grade Breaks, BC, PRC, EC, BCR, ECR, designated Radial Lines or designated POC and Angle Points.	☒	☒	☒	☒	☐	☐
82.	Label and Station adjacent to improvements: Catch Basins, Weepholes/ Roof Drains including Invert Elevations	☒	☒	☒	☒	☐	☐
Profile: VERTICAL CURVES							
83.	Vertical Curves are required when Grade Breaks exceed the following rates: Local Streets - 1.25%, Boulevard I & II (Major Highway) - 0.5%, Steep Hillside - 2%. Grade breaks should not be closer than 20' on Boulevard I & II (Major Highway) or 10' on Local Streets	☐	☒	☒	☒	☐	☐
84.	B.V.C. & E.V.C. stations	☐	☒	☒	☒	☐	☐
85.	Length	☐	☒	☒	☒	☐	☐
86.	P.I. Station and Elevation	☐	☒	☒	☒	☐	☐
87.	Stations and Elevations in Curve	☐	☒	☒	☒	☐	☐
88.	Provide Vertical Design per Street Design Manual Section 322	☐	☒	☒	☒	☐	☐
Profile: HORIZONTAL CURVES							
89.	B.C. & E.C. – Stations and Elevations shown	☒	☒	☒	☒	☐	☐
90.	Show Curve Partial Deltas with true lengths on curb	☒	☒	☒	☒	☐	☐

MTD Street Plan Checklist
DRAFT - May 5, 2022

		LEVEL OF COMPLETION				EOR	
Item		30%	60%	85%	100%	OK	Incomplete
91.	True lengths of Horizontal Curve shown in Profile	☐	☒	☒	☒	☐	☐

DRAFT

MTD Utility Relocation Plan Checklist

DRAFT - May 5, 2022

Engineer of Record (EOR)

Contact Phone

Contact Email

Project Title

Metro Work Order No.

Please contact MTD to obtain the latest version of this checklist.

U-Permit is NOT required in the following cases:

- **No Substructure Work** – Work that contains no substructure work is not reviewed as a U-Permit.
- **Private Property** – Work on private property that is not within a public easement
- **State Property** – Work within the Caltrans right-of-way is exempt
- **Pole Installation/Removal & Pole Anchors** - When located within sidewalk areas (LAMC 62.02)
- **Vacated Streets** – If there's a recorded street vacation and no City of LA sewer/storm drain easements
- **Potholes & Soil Borings** – Permitted under an E-Permit (can be permitted under a U-Permit if the Applicant has a franchise agreement with the CPUC)
- **Monitoring Wells** – Permitted under an E-Permit (can be permitted under a U-Permit if the Applicant has a franchise agreement with the CPUC)
- **Maintenance Holes (MH)** – MH Opening Permits are only issued to owners of the respective maintenance holes, owner's authorized representatives, and licensed sewer or storm drain contractors. Visit the Development Services Procedures Manual for a FAQ on Maintenance Holes for additional information

Required with Initial Plan Check Submittal

1. Copy of corresponding Civil, Storm Drain and Sewer Plans for reference only. Separate submittal will be required for plan check of each respective improvement plan.
2. Copy of Third Party Utility Plans and Profiles.
3. Copy of corresponding Composite Utility Rearrangement Plans (required for MTD projects) for reference only. See "Composite Utility Rearrangement Plans" checklist section below.

		LEVEL OF COMPLETION				EOR	
Item		30%	60%	85%	100%	OK	Incomplete
GENERAL REQUIREMENTS							
1.	Job Address - should be chosen to best reflect actual location of cut(s)	☒	☒	☒	☒	☐	☐
2.	Job Description - Should only contain information that pertains to the work that is being approved under the U-Permit.	☒	☒	☒	☒	☐	☐
3.	Above Ground Facilities (AGF) Review - Any structure (e.g. cabinet, electric meter, antenna, monopole) intended to be installed above the surrounding grade in the public right-of-way shall require a review from the AGF group.	☒	☒	☒	☒	☐	☐
4.	Conduit Clearances: • New conduit shall have a clear distance of 2-ft when placed in parallel from any existing substructure. • Fully research ALL existing substructures, including: - The appropriate substructure map in NavigateLA. - All previously geocoded U-Permits within 10-ft of the proposed conduit. All electronically issued U-Permits are indicated as a geocode (point/line) on the "BOE Permits" and "Archived BOE Permits" layers in NavigateLA.	☒	☒	☒	☒	☐	☐

MTD Utility Relocation Plan Checklist

DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
5.	Trench Width: - Asphalt Concrete (AC) = Minimum 24-in. (4-in if slurry backfill and bedding are used) per S-477 - Parkway (Dirt) = Minimum 12-in.	✓	✓	✓	✓	☐	☐
6.	Trench Depth (below established grade of gutter flowline, per LAMC 62.03(b)): - Parkway = At least 16-in. below the surface - Local/ Alley = At least 24-in. below the established grade - Boulevard/Avenue/Collector = At least 30-in. below the established grade	✓	✓	✓	✓	☐	☐
7.	Concrete Streets and Pavement Restoration For any excavation on a concrete street, full slab replacement (to the nearest joint) is required. The following conditions must be adhered to: - Areas where distinct slabs/panels do not exist, a minimum 150 sf rectangular shaped panel (minimum 3-ft wide) shall be removed and replaced. - If an existing joint is within 3-ft of the trench, the replacement limit shall be extended to that joint to avoid "floaters" per Greenbook, Section 300-1.3.2. - Excavations shall be backfilled with an approved slurry mix, CLSM, CMB, or CAB. Native soil may only be used with City Engineer's approval. Slurry material shall be consolidated with vibration. - Install 30-in dowels at 30-in on center (typical) per the current S-430 – Joints in Concrete Pavement plan. Use epoxy adhesive (Hilti HY 150 equivalent or better). - New pavement thickness to be Per Brown Book Table 306-1.5.2(A) - Additional concrete pavement requirements per Greenbook and Brownbook, Section 302-6. - In the case where a concrete street is overlaid with AC pavement, the new pavement section shall match the existing section being removed.	✓	✓	✓	✓	☐	☐
8.	Trenches Within City Standard Improvements Curb and Gutter: Trenching through any portion of the curb and gutter (including intersection gutters) will require that the entire section of curb and gutter (joint to joint) to be replaced per the current S-410 – Types of Curb and Gutter plan Driveway: Trenching through any portion of a driveway will require replacement of concrete to the nearest construction joints, otherwise the entire driveway shall be replaced per the current S-440 - Driveways plan Curb Ramp: See item 9, Potential Curb Ramp Upgrade. Alley Intersection: Excavation through any portion of an alley intersection will require replacement of concrete to the nearest construction joints, otherwise the entire alley intersection shall be replaced per the current S-420 – Alley Intersections plan Bus Pad: See Trench and Pavement Restoration in Concrete section above. LADOT Speed Hump: If the excavation encroaches within a LADOT Speed Hump, the following note shall be added to the plans (if no plans, it shall be added to the Job Description), "SPEED HUMP TO BE RESTORED PER LADOT STANDARD PLAN S-483"	✓	✓	✓	✓	☐	☐
9.	Potential Curb Ramp Upgrade– Determine whether any curb ramps need to be upgraded per Special Order 01-1020 (Alterations resulting in the construction, reconstruction, or upgrade of curb ramps.)	✓	✓	✓	✓	☐	☐

MTD Utility Relocation Plan Checklist

DRAFT - May 5, 2022

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MTD Utility Relocation Plan Checklist

DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
	plate, approved trench plating plan is required. (Note: if span > 6-ft, shoring plans must also be approved regardless of depth).						
19.	Street Moratoriums (Navigate LA can be used to verify information) • One-Year Moratorium – The trenching of AC streets that have been paved (not slurry sealed) by StreetsLA within the last year is prohibited. Exceptions are stated in the Excavation in One-Year Moratorium Streets Special Order (SO-06-0807). • Street Resurfacing - Navigate LA displays recent and planned street resurfacing projects performed by StreetsLA. The StreetsLA website contains up-to-date information for Street Resurfacing Fiscal Year and Committed Lists	✓	✓	✓	✓	☐	☐
20.	Other Potential Conflicts (view different layers in Navigate LA to verify information) • Agencies whose acceptance is required for U-Permit issuance: ▪ Historic Preservation Overlay Zone (HPOZ) – Approval from City Planning ▪ Historic-Cultural Monuments (HCM) – Approval from the Office of Historic Preservation ▪ Recreation and Parks Department (generally for medians) - Approval by the Dept of Recreation & Parks ▪ City Improvement Projects (CIP) ▪ City Street Furniture – Coordination required if any work is to occur within 5 feet of any city street furniture. • Agencies that do not require review or approval for issuance of the permit. ▪ Los Angeles County Flood Control District (LACFCD) – Any proposed utility work within LACFCD right-of-way requires a Flood Control District Permit. ▪ Caltrans – Substructures within the Caltrans right-of-way do not require a U-Permit approval from BOE	✓	✓	✓	✓	☐	☐
21.	Cross-check other engineering disciplines including but not limited to civil, structural, sub-structural, utility and landscape to ensure there is no conflict.	✓	✓	✓	✓	☐	☐
22.	Coordinate with elected officials, other departments, Government Agencies and Shared Jurisdictions (DOT, BSL, StreetsLA, LASAN, DWP, Caltrans, LA County, etc.) for plan reviews and permitting process	✓	✓	✓	✓	☐	☐
23.	Field verify existing field conditions including but not limited to: striping, signs, markings, curbs, driveways, curb zones, access ramps, and any other above ground features that may affect design.	✓	✓	✓	✓	☐	☐
24.	Meet all requirements for each level of completion at the submittal, address all comments from the previous submittal, and submit a comment-resolution matrix at each submittal after 30% level of completion	☐	✓	✓	✓	☐	☐
DESIGN PLAN AND PROFILE SHEET REQUIREMENTS							
25.	BOE Notice to Contractor Notes - Obtain current version of Notice to Contractors from BOE - Metro Transit Division. Notes shall be listed in the order shown.	✓	✓	✓	✓	☐	☐

MTD Utility Relocation Plan Checklist

DRAFT - May 5, 2022

		LEVEL OF COMPLETION				EOR	
Item		30%	60%	85%	100%	OK	Incomplete
26.	Third Party Utility Notice to Contractor Notes (if applicable)	☒	☒	☒	☒	☐	☐
27.	Utility Design Plans - Plans shall be drawn to scale including a graphic scale and include the following: • Job Address • Reference to substructure map • Reference to current S-477 plan, if applicable • North Arrow (preferably pointing upwards) • Contact information, including phone number and email. • Any work, structures or conduits not part of the BOE permit must be clearly identified as "Not Part of This Permit"	☒	☒	☒	☒	☐	☐
28.	Proposed Work • Proposed work will be designated with dark, solid lines and identified (i.e. owner, size, material type) • All proposed substructures shall be fully dimensioned (e.g. offsets with respect to street centerlines and/or R/W) • On curved streets, include dimension to street centerline and/or R/W. • Curve Data – Curve number, radius, curve length, tangent length and degree of curvature. • Do not show any improvements that are located on private property or clearly note that this work is under a LADBS permit.	☒	☒	☒	☒	☐	☐
29.	Existing Substructures • Existing (including abandoned) substructures shall be shown on the plans, identified (i.e. owner, size, material type) and tied to the street centerline and/or R/W (e.g. 2-in SCG, 10-ft N/CL). These include utilities, vaults, sewers & storm drains (both mainlines and laterals) and catch basins. • Existing pipes - 36 in. diameter and larger should be shown as a full width pipe with two lines and a centerline. • Existing substructures shall be shown with a lighter line weight, see U-Permit plan templates.	☒	☒	☒	☒	☐	☐
30.	Existing Street Culture: • Show all pertinent right-of-way and roadway dimensions, property lines, lot lines, including easements and dedications • Research NavigateLA for B-Permits that may have changed the roadway dimensions and include a reference to the P-plan number. • All pertinent elements within the right-of-way (curb, gutter, trees, sidewalk, parkway, utility poles, speed humps, etc.) • Public art and other decorative/sensitive installations (e.g. decorative crosswalks)	☒	☒	☒	☒	☐	☐
31.	Vaults: • Vaults shall have a minimum clearance of 2-ft from existing substructures. • Vaults shall be placed a minimum of 5-ft from any existing poles. • Vaults and MH's shall have manufacturer's name and part number as shown on BOE Approved Product List. Verify that the usage is consistent with what is permitted (e.g. "Pedestrian Area, excluding driveway"). • Vaults shall not be placed within driveway approaches or curb ramps • Vaults shall not be located within an Equestrian Trail • If the proposed vault is located within the BSL restricted area, approval from	☒	☒	☒	☒	☐	☐

MTD Utility Relocation Plan Checklist

DRAFT - May 5, 2022

		LEVEL OF COMPLETION				EOR	
Item		30%	60%	85%	100%	OK	Incomplete
	BSL is required.						
32.	Micro-trenching (per latest S-474) - Only for telecommunication conduits - Cut sheets on file for the micro-trencher and mobile ground penetrating radar system must reflect the equipment that will be used - Plans are only required to show existing substructures within 5-ft of excavation - Plans are NOT required to indicate existing pavement thickness or elevation of adjacent substructures. This information shall be provided in the field by use of potholes - A "2-in" Grind and Cap shall be allowed.	☐	☒	☒	☒	☐	☐
33.	Colocation on BSL Streetlight Pole - Installation of telecommunication equipment onto a BSL streetlight pole. The work on a streetlight pole is reviewed and approved through BSL and does not require a U Permit.	☐	☒	☒	☒	☐	☐
34.	Installation of a new pull box - Approval from BSL is required if the pull box encroaches within the 4-ft BSL Restricted Area.	☐	☒	☒	☒	☐	☐
35.	Horizontal Directional Drilling - Any proposal for tunneling/directional drilling, in lieu of an open trench installation, shall comply with the City's Directional Drilling Policy (S.O. 015-1102)	☐	☒	☒	☒	☐	☐
36.	Utility Design Profiles - Profiles shall be drawn to scale including a graphic scale and include the following: - Profile Grid - Reference to plan view sheet or segment - Identify Utility size and type in profile - Plan aligned with Profile (if applicable) - Show and call out all crossing substructures (label with owner, size and current status (i.e. existing, abandoned, future, to be removed, etc)). - Any work, structures or conduits not part of the BOE permit must be clearly identified as "Not Part of This Permit" - Tunneling or jacking limits - stations & length (if applicable)	☐	☒	☒	☒	☐	☐
37.	Matchline Station and Sheet references	☒	☒	☒	☒	☐	☐
38.	Plans conform with corresponding Composite Utility Rearrangement Plans	☒	☒	☒	☒	☐	☐
39.	Engineer of Record (EOR) stamp and signature required	☐	☐	☐	☒	☐	☐
COMPOSITE UTILITY REARRANGEMENT PLANS (FOR REFERENCE ONLY)							
40.	Completed Drafting Checklist	☒	☒	☒	☒	☐	☐
41.	Label Right of Way line and street centerline	☒	☒	☒	☒	☐	☐
42.	Street, alleys and easements labeled	☒	☒	☒	☒	☐	☐
43.	Dimensions shown for streets, alleys, easements	☒	☒	☒	☒	☐	☐

MTD Utility Relocation Plan Checklist

DRAFT - May 5, 2022

Item		LEVEL OF COMPLETION				EOR	
		30%	60%	85%	100%	OK	Incomplete
44.	Temporary easement(s) – if applicable	☒	☒	☒	☒	☐	☐
45.	Show Curbs, gutters, cross-gutters, basements, driveways (existing, proposed)	☒	☒	☒	☒	☐	☐
46.	Matchline Station and Sheet references	☒	☒	☒	☒	☐	☐
47.	Existing Substructures - Existing (including abandoned) substructures shall be shown on the plans, identified (i.e. existing/abandoned/to be abandoned, owner, size, material type, as-built plan #) and tied to the street centerline and/or R/W (e.g. 2-in SCG, 10-ft N/CL). These include utilities, vaults, sewers & storm drains (both mainlines and laterals) and catch basins. - Existing pipes - 36 in. diameter and larger should be shown as a full width pipe with two lines and a centerline. - Existing substructures shall be shown with a lighter line weight, see U-Permit plan templates.	☒	☒	☒	☒	☐	☐
48.	Proposed Work - Proposed work will be designated with dark, solid lines and identified (i.e. proposed/future, owner, size, material type, plan number (if applicable)) - All proposed substructures shall be fully dimensioned (e.g. offsets with respect to street centerlines and pipe diameter) - On curved streets, include dimension to street centerline and/or R/W. - Do not show any improvements that are located on private property or clearly note that this work is under a LADBS permit. - Show proposed civil improvements	☒	☒	☒	☒	☐	☐

LADOT RESTORATION TRAFFIC SIGNAL PLANS DESIGN REVIEW CHECKLIST

Project Name: _____ Designer: _____
 Project Number: _____ Date: _____

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	30%	60%	85%	100%
Drafting				
Conform to Drafting Guidelines and Plan Format per latest LADOT's "Final Drafting Manual - Drafting Standards for Striping and Signal Plans" and "Traffic Signal Plan Sample" as found on LADOT's Plan Review Reference Library**	☒	☒	☒	☒
Project Title above Title Block	☒	☒	☒	☒
Intersection Name; Sheet Number; LADOT Signature Box: Reviewed by Transportation Engineer and Accepted by Senior Transportation Engineer; Reference Information (References and District)	☒	☒	☒	☒
Project Number (Provided by LADOT) and Drawing Number	☐	☒	☒	☒
North Arrow oriented per drafting standard	☒	☒	☒	☒
Plan Scale (1" = 20')	☒	☒	☒	☒
Consulting Engineer's signature block includes name, signature, date, registration number, address, phone number, LA Business Tax Registration Number. Ensure all submittals contain Engineer of Record (EOR)'s Civil and Traffic Stamps	☒	☒	☒	☒
Submittals shall be signed by EOR	☐	☐	☒	☒
Title Sheet including but not limited to: latest Notice to Contractor, Legend, Abbreviations, Interconnect Key Map, and Vicinity Map	☒	☒	☒	☒
Show existing, proposed, and removal striping, pavement markings, and signs and posts	☒	☒	☒	☒
Identify land use	☒	☒	☒	☒
Identify Property Lines, Project Limits, and Right-of-Way (R.O.W.)	☒	☒	☒	☒
Show nearby underground utilities, sub-structures, basements, and vaults (associated with the after condition), In addition, show nearby above-ground structures (including bus shelters), above-ground cable, and permanent street furniture (associated with the after condition).	☒	☒	☒	☒
Show proposed civil improvements such as Street Widening, Raised Median, Curb Returns (CR) and Ramps, Sidewalks, Driveway, Bridge/Viaduct Columns, etc. Also, show dimensions on the design and existing Streetscape which pertains to traffic elements including but not limited to Street, Roadway, Median, Curb, Sidewalk, Crosswalk, and Curb Return (CR)	☒	☒	☒	☒
As-Built (Base) Verification				
Use of Latest LADOT and Civil base including existing current field-verified as-built conditions	☒	☒	☒	☒

LADOT RESTORATION TRAFFIC SIGNAL PLANS DESIGN REVIEW CHECKLIST

Project Name: _____ Designer: _____
 Project Number: _____ Date: _____

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	30%	60%	85%	100%
Field verify and show existing field conditions at least 50 feet of each leg of the intersection and all intersections or functions operated by the same controller including but not limited to: striping, signs, markings, curbs, driveways, curb zones, access ramps, trees, catch basins, service power poles, pull boxes, manholes, street lighting, service cabinets, vaults, any traffic signal equipment, and any other above-ground and underground features (substructures) that may affect design. (See "Traffic Signal Design Guidelines" for detailed information)	☒	☒	☒	☒
Verify field photos and any field note	☒	☒	☒	☒
Design				
Conform to Design Standards and Guidelines per latest "CA Manual on Uniform Traffic Control Devices" (CA MUTCD), LADOT's Manual of Policies and Procedures Section 521 "Traffic Signal Design Guidelines", LADOT's Red Book - Special Provisions and Standard Drawings for the installation and Modification of Traffic Signals", "City of Los Angeles Supplement Street Design Guide", and other guidelines and samples as found on LADOT's Plan Review Reference Library**	☒	☒	☒	☒
Show existing or proposed Signal Phasing in the Phase Diagram	☒	☒	☒	☒
Label both existing and proposed signal equipment and fill out the Signal Standard Schedule	☒	☒	☒	☒
Incorporate Preemption Notes and special equipment including but not limited to Predictor and LRT detectors in the design of complex intersections such as traffic signals near highway-rail grade crossings	☐	☒	☒	☒
Provide a list of salvage material and equipment in the Estimated Salvage Material To Be Return To LADOT block	☐	☐	☒	☒
Fill in the Conductor Schedule	☐	☐	☒	☒
Provide ATSAC Interconnect Plan, Video Fiber Infrastructure Plan, LRT Loop Detectors & Predictor Plan, and Railroad Preemption Interconnect Wiring Diagram if applicable	☐	☒	☒	☒
Cross-check other engineering disciplines including but not limited to civil, structural, sub-structural, utility, and landscape to ensure there is no conflict	☐	☒	☒	☒
Coordinate with elected officials, other departments, Government Agencies, and Shared Jurisdictions (BOE, BSL, BSS, BOS, DWP, Caltrans, LA County, etc.) for plan reviews and permitting process	☐	☒	☒	☒
Meet all requirements for each level of completion at the submittal, address all comments from the previous submittal, and submit a comment-resolution matrix at each submittal after 30% level of completion	☐	☒	☒	☒

LADOT RESTORATION TRAFFIC SIGNAL PLANS DESIGN REVIEW CHECKLIST

Project Name: _____ Designer: _____
 Project Number: _____ Date: _____

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	30%	60%	85%	100%
Supporting Documents				
Provide supporting traffic design documentation including but not limited to Final EIR and addendum	☒	☒	☒	☒
Copy of preliminary street improvement plan, street lighting plan, landscaping plan, and other civil improvement plans which may influence the design	☒	☒	☒	☒
Dated field photos of current conditions with photo keymap. (Google street view images are not accepted)	☒	☒	☒	☒
Copy of substructure plan for reference if there is foundation work on traffic signals	☒	☒	☒	☒

** Reference materials can be requested during the pre-submittal meetings or downloaded from LADOT's Reference Library website - <https://ladot.lacity.org/businesses/temporary-traffic-control-plans/reference-library>

LADOT RESTORATION SIGNING AND STRIPING PLANS DESIGN REVIEW CHECKLIST

Project Name: _____ Designer: _____
 Project Number: _____ Date: _____

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	30%	60%	85%	100%
Drafting				
Conform to Drafting Guidelines and Plan Format per latest LADOT's "Final Drafting Manual - Drafting Standards for Striping and Signal Plans" and "Geometric Plan Sample" as found on LADOT's Plan Review Reference Library**	☒	☒	☒	☒
Project Title above Title Block	☒	☒	☒	☒
Street Title (Street Name and Limit); Sheet Number; LADOT Signature Box: Reviewed by Transportation Engineer and Accepted by Senior Transportation Engineer; Reference Information (References and District)	☒	☒	☒	☒
Project Number (Provided by LADOT) and Drawing Number (Provided by LADOT)	☐	☒	☒	☒
North Arrow (correctly oriented)	☒	☒	☒	☒
Plan Scale (1" = 40')	☒	☒	☒	☒
Consulting Engineer's signature block includes name, signature, date, registration number, address, phone number, LA Business Tax Registration Number. Ensure all submittals contain Engineer of Record (EOR)'s Civil and Traffic Stamps	☒	☒	☒	☒
Submittals shall be signed by EOR	☐	☐	☒	☒
Show proposed civil improvements such as Street Widening, Raised Median, Curb Returns (CR) and Ramps, Sidewalks, Driveway, Bridge/Viaduct Columns, etc. Also, show dimensions on the design and existing Streetscape which pertains to traffic elements including but not limited to Street, Roadway, Median, Curb, Sidewalk, Crosswalk, and Curb Return (CR)	☒	☒	☒	☒
Identify land use	☒	☒	☒	☒
Identify Property Lines, Project Limits, and Right-of-Way (R.O.W.)	☒	☒	☒	☒
Identify signalized intersections	☒	☒	☒	☒
Show existing, proposed, and removal striping, pavement markings, and signs and posts	☒	☒	☒	☒
Show proposed and removal on-street parking elements including but not limited to parking prohibitions or restrictions information, PMZ, colored curb zone, and parking space marking	☒	☒	☒	☒

LADOT RESTORATION SIGNING AND STRIPING PLANS DESIGN REVIEW CHECKLIST

Project Name: _____ Designer: _____
 Project Number: _____ Date: _____

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	30%	60%	85%	100%
As-Built (Base) Verification				
Use of Latest LADOT and Civil base including existing current field-verified as-built conditions	☒	☒	☒	☒
Field verify and show existing field conditions including but not limited to: striping, signs, markings, curbs, driveways, curb zones, access ramps, and any other above ground features that may affect design.	☒	☒	☒	☒
Verify field photos and any field note	☒	☒	☒	☒
Design				
Conform to Design Standards and Guidelines per latest "CA Manual on Uniform Traffic Control Devices" (CA MUTCD), LADOT's Manual of Policies and Procedures Section 531 "Application and Design for Striping, Channelization, and Special Signing", "City of Los Angeles Supplement Street Design Guide", and other guidelines and samples as found on LADOT's Plan Review Reference Library**	☒	☒	☒	☒
Title Sheet including but not limited to: Latest General Notes and Construction Notes, Legend, Abbreviations, Special Design Details, Typical Section, Key Map, and Vicinity Map	☒	☒	☒	☒
Show existing, removal, and proposed signs in the Sign Diagrams/Legend of the title block	☒	☒	☒	☒
Coordinate design with traffic signal design plans (submit traffic signal plans for intersections affected by new striping concurrently)	☒	☒	☒	☒
Cross-check other engineering disciplines including but not limited to civil, structural, sub-structural, utility, and landscape to ensure there is no conflict	☐	☒	☒	☒
Coordinate with elected officials, other departments, Government Agencies, and Shared Jurisdictions (BOE, BSL, BSS, BOS, DWP, Caltrans, LA County, etc.) for plan reviews and permitting process	☐	☒	☒	☒
Meet all requirements for each level of completion at the submittal, address all comments from the previous submittal, and submit a comment-resolution matrix at each submittal after 30% level of completion	☐	☒	☒	☒

LADOT RESTORATION SIGNING AND STRIPING PLANS DESIGN REVIEW CHECKLIST

Project Name: _____ Designer: _____
 Project Number: _____ Date: _____

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	30%	60%	85%	100%
Supporting Documents				
Provide supporting traffic design documentation including but not limited to Final EIR and addendum	☒	☒	☒	☒
Copy of preliminary street improvement plan and other civil improvement plans which may influence the design	☒	☒	☒	☒
Dated field photos of current conditions with photo keymap. (Google street view images are not accepted)	☒	☒	☒	☒

** Reference materials can be requested during the pre-submittal meetings or downloaded from LADOT's Reference Library website - <https://ladot.lacity.org/businesses/temporary-traffic-control-plans/reference-library>

LADOT TEMPORARY TRAFFIC SIGNAL PLANS (TTS) DESIGN REVIEW CHECKLIST

Project Name: _____ Designer: _____
 Project Number: _____ Date: _____

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	100%	2nd	3rd*	4th*
Drafting				
Conform to Drafting Guidelines and Plan Format per latest LADOT's "Final Drafting Manual - Drafting Standards for Striping and Signal Plans" as found on LADOT's Plan Review Reference Library**	✓	✓	✓	✓
Project Title above Title Block including each construction phase/stage and duration, and accurate description of work	✓	✓	✓	✓
Intersection Name; Sheet Number; LADOT Signature Box: Accepted by Transportation Engineer; Reference Information (References and District)	✓	✓	✓	✓
Project Number (Provided by LADOT) and Drawing Number	✓	✓	✓	✓
North Arrow oriented per drafting standard	✓	✓	✓	✓
Plan Scale (1" = 20')	✓	✓	✓	✓
Consulting Engineer's signature block includes name, signature, date, registration number, address, phone number, LA Business Tax Registration Number. Ensure all submittals contain Engineer of Record (EOR)'s Civil and Traffic Stamps	✓	✓	✓	✓
Submittals shall be signed by EOR	✓	✓	✓	✓
Title Sheet including but not limited to: latest Notice to Contractor, Legend, and Abbreviations	✓	✓	✓	✓
Show existing, proposed, and removal striping, pavement markings, cones, barricades, K-Rails, Delineators, and signs and posts	✓	✓	✓	✓
Show proposed civil improvements such as Street Widening, Raised Median, Curb Returns (CR) and Ramps, Sidewalks, Driveway, Bridge/Viaduct Columns, etc. Also, show dimensions on the design and existing Streetscape which pertains to traffic elements including but not limited to Street, Roadway, Median, Curb, Sidewalk, Crosswalk, and Curb Return (CR)	✓	✓	✓	✓
Identify land use including but not limited to Commercial, Residential, Gas Station, Restaurant, Parking, School	✓	✓	✓	✓
Identify Property Lines, Project Limits, and Right-of-Way (R.O.W.)	✓	✓	✓	✓
Show existing structures and substructures	✓	✓	✓	✓
As-Built (Base) Verification				
Use of Latest LADOT and Civil base including existing current field-verified as-built conditions and any previously approved plans for previous temporary stages	✓	✓	✓	✓

LADOT TEMPORARY TRAFFIC SIGNAL PLANS (TTS) DESIGN REVIEW CHECKLIST

Project Name: _____ Designer: _____
 Project Number: _____ Date: _____

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	100%	2nd	3rd*	4th*
Field verify and show existing field conditions at least 50 feet of each leg of the intersection and all intersections or functions operated by the same controller including but not limited to: striping, signs, markings, curbs, driveways, curb zones, access ramps, trees, catch basins, service power poles, pull boxes, manholes, street lighting, service cabinets, vaults, any traffic signal equipment, and any other above-ground and underground features (substructures) that may affect design. (See "Traffic Signal Design Guidelines" for detailed information)	☒	☒	☒	☒
Verify field photos and any field note	☒	☒	☒	☒
Design				
Conform to Design Standards and Guidelines per latest "CA Manual on Uniform Traffic Control Devices" (CA MUTCD), LADOT's Manual of Policies and Procedures Section 521 "Traffic Signal Design Guidelines", LADOT's Red Book - Special Provisions and Standard Drawings for the installation and Modification of Traffic Signals", and other guidelines and samples as found on LADOT's Plan Review Reference Library**. Additional information such as standard specifications for Public Works Construction can be found in the "Brown Book" on LA BOE's Technical Information***	☒	☒	☒	☒
Show existing or proposed Signal Phasing in the Phase Diagram	☒	☒	☒	☒
Label both existing and proposed signal equipment and fill out the Signal Standard Schedule	☒	☒	☒	☒
Incorporate Preemption Notes and special equipment including but not limited to Predictor and LRT detectors in the design of complex intersections such as traffic signals near highway-rail grade crossings	☒	☒	☒	☒
Provide a list of salvage material and equipment in the Estimated Salvage Material To Be Return To LADOT block	☒	☒	☒	☒
Fill in the Conductor Schedule	☒	☒	☒	☒
Show proposed work area(s) if applicable	☒	☒	☒	☒
Coordinate with elected officials, other departments, Government Agencies, and Shared Jurisdictions (BOE, BSL, BSS, BOS, DWP, Caltrans, LA County, etc.) for plan reviews and permitting process	☒	☒	☒	☒
Meet all requirements for each submittal and address all comments from the previous submittal	☐	☒	☒	☒

LADOT TEMPORARY TRAFFIC SIGNAL PLANS (TTS) DESIGN REVIEW CHECKLIST

Project Name: _____ Designer: _____
 Project Number: _____ Date: _____

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	100%	2nd	3rd*	4th*
Supporting Documents				
Provide supporting traffic design documentation including but not limited to mitigation requirements such as the Mitigation Monitoring and Reporting Program (MMRP) from Final EIR and addendum	✓	✓	✓	✓
Dated field photos of current conditions with photo keymap. (Google street view images are not accepted)	✓	✓	✓	✓
Copy of substructure plan for reference if there is foundation work on traffic signals	✓	✓	✓	✓

* The additional reviews as needed

** Reference materials can be requested during the pre-submittal meetings or downloaded from LADOT's Reference Library website - <https://ladot.lacity.org/businesses/temporary-traffic-control-plans/reference-library>

*** Latest copy of Brown Book can be downloaded from LA BOE's Technical Information website - <https://eng2.lacity.org/brownbook/frame.cfm>

LADOT WORKSITE TRAFFIC CONTROL PLANS (WTCP) DESIGN REVIEW CHECKLIST

Project Name: _____ Designer: _____
 Project Number: _____ Date: _____

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	100%	2nd	3rd*	4th*
Drafting				
Conform to Drafting Guidelines and Plan Format per latest LADOT's "Final Drafting Manual - Drafting Standards for Striping and Signal Plans" and "Temporary Traffic Control Sample" as found on LADOT's Plan Review Reference Library**	☒	☒	☒	☒
Project Title above Title Block including each construction phase/stage and duration, and accurate description of work	☒	☒	☒	☒
Street Title (Street Name and Limit); Sheet Number; LADOT Signature Box: Accepted by Transportation Engineer; Reference Information (References and District)	☒	☒	☒	☒
Project Number (Provided by LADOT) and Drawing Number (Provided by LADOT)	☐	☒	☒	☒
North Arrow (correctly oriented)	☒	☒	☒	☒
Plan Scale (1" = 40')	☒	☒	☒	☒
Consulting Engineer's signature block includes name, signature, date, registration number, address, phone number, LA Business Tax Registration Number. Ensure all submittals contain Engineer of Record (EOR)'s Civil and Traffic Stamps	☒	☒	☒	☒
Submittals shall be signed by EOR	☒	☒	☒	☒
LA BSS's signature block	☒	☒	☒	☒
Show proposed civil improvements such as Street Widening, Raised Median, Curb Returns (CR) and Ramps, Sidewalks, Driveway, Bridge/Viaduct Columns, etc. Also, show dimensions on the design and existing Streetscape which pertains to traffic elements including but not limited to Street, Roadway, Median, Curb, Sidewalk, Crosswalk, and Curb Return (CR)	☒	☒	☒	☒
Identify land use	☒	☒	☒	☒
Identify Property Lines, Project Limits, and Right-of-Way (R.O.W.)	☒	☒	☒	☒
Identify signalized intersections	☒	☒	☒	☒
Show proposed work area(s)	☒	☒	☒	☒
Show existing, proposed, and removal striping, pavement markings, cones, barricades, K-Rails, Delineators, and signs and posts; label each design feature with notes	☒	☒	☒	☒
Show proposed and removal on-street parking elements including but not limited to parking prohibitions or restrictions information, PMZ, colored curb zone, and parking space marking	☒	☒	☒	☒

LADOT WORKSITE TRAFFIC CONTROL PLANS (WTCP) DESIGN REVIEW CHECKLIST

Project Name: _____ Designer: _____
 Project Number: _____ Date: _____

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	100%	2nd	3rd*	4th*
As-Built (Base) Verification				
Use of Latest LADOT and Civil base including existing current field-verified as-built conditions and any previously approved plans for previous temporary stages	☒	☒	☒	☒
Field verify and show existing field conditions including but not limited to: striping, signs, markings, curbs, driveways, curb zones, access ramps, and any other above-ground features that may affect design	☒	☒	☒	☒
Verify field photos and any field note	☒	☒	☒	☒
Design				
Conform to Design Standards and Guidelines per latest "CA Manual on Uniform Traffic Control Devices" (CA MUTCD), LADOT's Manual of Policies and Procedures Section 531 "Application and Design for Striping, Channelization, and Special Signing", and other guidelines and samples as found on LADOT's Plan Review Reference Library**	☒	☒	☒	☒
Title Sheet including but not limited to: latest Worksite Traffic Control Plan Notes, Restoration Striping Notes, Temporary Striping Notes, Legend, Crash Cushion System Details, Typical Installation of K-Rail, Key Map, and Vicinity Map	☒	☒	☒	☒
Show existing, removal, and proposed signs in the Sign Diagrams/Legend of the title block	☒	☒	☒	☒
Coordinate design with temporary traffic signal plans (submit temporary traffic signal plans for intersections affected by new striping concurrently)	☒	☒	☒	☒
Coordinate with elected officials, other departments, Government Agencies, and Shared Jurisdictions (BOE, BSL, BSS, BOS, DWP, Caltrans, LA County, etc.) for plan reviews and permitting process	☒	☒	☒	☒
Meet all requirements for each submittal and address all comments from the previous submittal	☐	☒	☒	☒

LADOT WORKSITE TRAFFIC CONTROL PLANS (WTCP) DESIGN REVIEW CHECKLIST

Project Name: _____ Designer: _____
 Project Number: _____ Date: _____

DRAWING AND DESIGN ITEM	LEVEL OF COMPLETION			
	100%	2nd	3rd*	4th*
Supporting Documents				
Provide supporting traffic design documentation including but not limited to mitigation requirements such as the Mitigation Monitoring and Reporting Program (MMRP) from Final EIR and addendum	☒	☒	☒	☒
Provide Haul Route Plan, Changeable Message Sign (CMS) Detail/Plan, Detour Plan, Pedestrian Detour Plan, Bicycle Detour Plan if applicable	☒	☒	☒	☒
Dated field photos of current conditions with photo keymap. (Google street view images are not accepted)	☒	☒	☒	☒

* The additional reviews as needed

** Reference materials can be requested during the pre-submittal meetings or downloaded from LADOT's Reference Library website - <https://ladot.lacity.org/businesses/temporary-traffic-control-plans/reference-library>

LADOT's Expectation on Design Engineering Plans

Type of Plans	Circumstance/Situation	Plan Review Responsible Division
Restoration Signing and Striping Plan	Restoration Signing and Striping Plans are required for any installation that involves left-turn channelization, or lane lines, barrier lines or centerlines involving convergences, divergences, tapers, curves not parallel to curb lines or offsets. Striping plans identify all other traffic control devices. Plans more than two years old prior to installation should be newly reviewed for any change in field conditions; appropriateness of the proposed striping design previously approved; and application of current design standards. Where changes are necessary, a superseding plan or revision shall be prepared.	Metro Programs Division
Restoration Traffic Signal Plan	Restoration Traffic Signal Plans are required for new signals, relocation of signal hardware, changes and modifications in signal hardware, interconnection, communication, overhead signs, electric signs, variable message signs, beacons, traffic monitoring cameras, detection or changes in traffic islands, curb lines, signal phasing and significant relocation of pavement marking features. Plans more than two years old prior to installation should be newly reviewed for: any change in field conditions; appropriateness of the proposed signal design previously approved; and application of current design standards. Where changes are necessary, a superseding plan or revision shall be prepared.	Metro Programs Division
Long Term Worksite Traffic Control Plan (WTCP)	WTCPs are required for any long-term construction staging longer than 72 hours.	Metro Programs Division
Temporary Traffic Signal (TTS)	If a work zone affects a signalized intersection's equipment, operation or markings a TTS will be required	Metro Programs Division
Professionally Prepared Short Term WTCP (WATCH Manual / CA MUTCD and S-488.1 Standard Plan)	Implementation of Temporary Traffic Control Plan(TTCP) for less than 72 hours when • three or fewer applications of the WATCH or/and CA MUTCD • TTCP is similar to the circumstances covered under LADOT standard plan	Major Construction Temporary Traffic Control Division
Engineer Designed Short Term WTCP (Engineer of Record Required)	• Implementation of Temporary Traffic Control Plan for less than 72 hours with four or more applications of the WATCH or/and CA MUTCD • Thru traffic directed through Left Turn Signal Phasing or restrictions of Protected Only Left • Turn or Right Turn Phasing, Full or Directional closure of a Boulevard I, Boulevard II, Avenue I, Avenue II, or Avenue III • Shifting of traffic across Double Yellow Center Line on a Boulevard I, Boulevard II, Avenue I, Avenue II, or Avenue III • Where engineering judgement dictates that the complicated nature of the traffic control requires establishment of Engineer of Record for the design	Major Construction Temporary Traffic Control Division

CITY OF LOS ANGELES
TRANSIT LIGHTING DIVISION - BUREAU OF STREET LIGHTING

INSTRUCTION: Please check each box of the submittal stage to indicate you have completed the specified task. Your check in each box is verification that you are acknowledging the task has been completed. Any unchecked task or falsely checked task might warrant for rejection of the submittal.

PROJECT TITLE:

SUBMITTAL CHECK LIST

W.O. #: _____

	Items	30%	60%	85%	100%	AFC
1	Submit a copy of Basis of Design	☐	☐	☐	☐	☐
2	Submit two (2) set of street lighting plans with record engineer information.(Full size)	☐	☐	☐	☐	☐
3	Submit a copy of street improvement plans, (Half size)	☐	☐	☐	☐	☐
4	On a disk or thumb drive, submit digital files of all the discipline's plans, digitals copies of any other items including completed checklists, a copy of AGI lighting calculation that includes roadway, sidewalk and Traffic Conflict Area (TCA). Also please fill out calculation check list for your lighting design. (See attached)	☐	☐	☐	☐	☐
5	Submit a copy of signal plans.(Half size)	☐	☐	☐	☐	☐
6	Submit a copy of substructure map, if necessary. (Min. size 11x17)	☐	☐	☐	☐	☐
7	Submit a copy of architecture and landscape plans. (Min. size 11x17)	☐	☐	☐	☐	☐
8	Submit voltage drop calculations	☐	☐	☐	☐	☐
9	Transmittal letter with your submittal.	☐	☐	☐	☐	☐
10						
11	OTHERS:					

Prepared By (Pvt. Engr.):_____ Date: _____

Checked By (BSL):_____ Date:_____

*This checklist is only a **minimal requirement** in assisting the street lighting design engineer to develop a complete Street Lighting Plan set. In an attempt to obtain an expeditious plan review and to minimize redline comments, Metro or its representative (Project Street Lighting Designer) shall check off items completed in the submittal. Additional checklist items or design requirements may be requested by the City on a case-by-case basis.*

CITY OF LOS ANGELES

TRANSIT LIGHTING DIVISION - BUREAU OF STREET LIGHTING

INSTRUCTION: Please check each box of the submittal stage to indicate you have completed the specified task. Your check in each box is verification that you are acknowledging the task has been completed. Any unchecked task or falsely checked task might warrant for rejection of the submittal.

PROJECT TITLE:

PLAN LAYOUT CHECK LIST

W.O. #: _____

	Items	30%	60%	85%	100%	AFC
1	Use BSL Transit Lighting Division plan format	☐	☐	☐	☐	☐
2	Show the latest GENERAL, SUPPLEMENTAL, and PROPOSITION 218 Notes.	☐	☐	☐	☐	☐
3	Check plan layout with 1"=20' scale.	☐	☐	☐	☐	☐
4	Show corrected plan & graphic scale & North arrow.	☐	☐	☐	☐	☐
5	Check and inform others if project overlapping occurs.	☐	☐			
6	Check project scope and location with Street improvement plan.	☐	☐	☐	☐	☐
7	Show street lighting station number to match with street improvement plan.	☐	☐	☐	☐	☐
8	Check or create all applicable Delta Notes.	☐	☐	☐	☐	☐
9	Check and show substructure line(s) and details, if there no civil plans or there are conflicts with substructures.		☐	☐	☐	☐
10	Show right-of-way dimensions for roadway, parkway, and existing or proposed driveway(s).	☐	☐	☐	☐	☐
11	Show key map with 1"= 500' on BSL front sheet	☐	☐	☐	☐	☐
12	Fill out P.M.#, Council Distict #, # of Electrolier & A.P.N. #.	☐	☐	☐	☐	☐
13	Verify Record Engineer's. LOGO & R.E. Seal, signature & date.	☐	☐	☐	☐	☐
14	OTHERS:					

Prepared By (Pvt. Engr.): _____ Date: _____

Checked By (BSL): _____ Date: _____

*This checklist is only a **minimal requirement** in assisting the street lighting design engineer to develop a complete Street Lighting Plan set. In an attempt to obtain an expeditious plan review and to minimize redline comments, Metro or its representative (Project Street Lighting Designer) shall check off items completed in the submittal. Additional checklist items or design requirements may be requested by the City on a case-by-case basis.*

CITY OF LOS ANGELES

TRANSIT LIGHTING DIVISION - BUREAU OF STREET LIGHTING

INSTRUCTION: Please check each box of the submittal stage to indicate you have completed the specified task. Your check in each box is verification that you are acknowledging the task has been completed. Any unchecked task or falsely checked task might warrant for rejection of the submittal.

PROJECT TITLE:

DESIGN CHECK LIST

W.O. #: _____

	Items	30%	60%	85%	100%	AFC
1	Street names	☐	☐	☐	☐	☐
2	Existing and proposed City ROW, Metro ROW, etc.	☐	☐	☐	☐	☐
3	Stations to match with civil and other discipline's plans	☐	☐	☐	☐	☐
4	Show existing street lighting system including plan number, pole type, luminaire type and size, conduit size, and station number.	☐	☐	☐	☐	☐
5	Determine type of electrolier and luminaire to match with surrounding area or propose new equipment.	☐	☐	☐	☐	☐
6	Specify the proposed street lighting equipment and complete the material list.	☐	☐	☐	☐	☐
7	Show the proposed street lighting system complete with corrected station number, conduit size, delta note(s), and symbol(s). (All symbols shall match with legend on standard Transit Division BSL front sheet)	☐	☐	☐	☐	☐
8	Show all existing and proposed street lighting services with load information within the project area.	☐	☐	☐	☐	☐
9	Show the series circuit diagram and load if the scope of work involves existing series circuit.	☐	☐	☐	☐	☐
10	Verify and specify street lighting pole to match with City of Los Angeles Department of Transportation's equipment if there is a combination pole.	☐	☐	☐	☐	☐
11	Check clearance of minimum 5' from proposed or existing driveway.	☐	☐	☐	☐	☐

[illegible]

CITY OF LOS ANGELES
TRANSIT LIGHTING DIVISION - BUREAU OF STREET LIGHTING

INSTRUCTION: Please check each box of the submittal stage to indicate you have completed the specified task. Your check in each box is verification that you are acknowledging the task has been completed. Any unchecked task or falsely checked task might warrant for rejection of the submittal.

PROJECT TITLE:

TEMPORARY LIGHTING DESIGN CHECK LIST W.O. #: _____

	Items	30%	60%	85%	100%	AFC
1	Street names		☐		☐	☐
2	Existing and proposed City ROW, Metro ROW, etc.		☐		☐	☐
3	Stations to match with civil and other discipline's plans		☐		☐	☐
4	Show existing street lighting system including plan number, pole type, luminaire type and size, conduit size, and station number.		☐		☐	☐
5	Determine temporary electrolier and luminaire to match with existing lighting condition.		☐		☐	☐
6	Specify the proposed temporary lighting equipment and complete the material list.		☐		☐	☐
7	Show the proposed temporary lighting system complete with corrected station number, overhead wire connections, conduit (if any), delta note(s), and symbol(s). (All symbols shall match with legend on standard Transit Division BSL front sheet)		☐		☐	☐
8	Show all existing and proposed street lighting services with load information within the project area.		☐		☐	☐
9	Show the series circuit diagram and load if the scope of work involves existing series circuit.		☐		☐	☐
10	Verify and specify temporary lighting pole to match with City of Los Angeles Department of Transportation's equipment if there is a combination pole.		☐		☐	☐
11	Check clearance of proposed or existing driveway.		☐		☐	☐
12	Check clearance for ADA compliance.		☐		☐	☐

13	Check clearance from fire hydrant, power pole, handicap ramp, or catch basin.		☐		☐	☐
14	Verify design complies to all BSL Design Directives. See https://lalights.lacity.org/business/directives.html		☐		☐	☐
15	Check the proposed electrolier location(s) for any conflicts with underground or overhead. Contact appropriate agencies to get information and resolve the conflict, if any.		☐		☐	☐
16	Create a special delta note(s) for special equipment or condition.		☐		☐	☐
17	Verify the proposed temporary lighting system based on the lighting calculation and existing conditions.		☐		☐	☐
18	Check if temporary pedestrian paths, if any, meet lighting requirements and if temporary pedestrian lighting is needed.		☐		☐	☐
19	Verify service information with "service confirmation" response from DWP.				☐	☐
20	Provide dimension's on the plan for roadway and sidewalk widths		☐		☐	☐
21	Use the LABSL Metro project CAD title block template		☐		☐	☐
22	Submit lighting calculation AGI file(s) to BSL.		☐		☐	
23	Submit voltage drop calculations		☐		☐	
24	Check for required vertical clearance and compliance.		☐		☐	☐
25	Show any special detail that is needed to facilitate the temporary lighting proposal.		☐		☐	☐

Prepared By (Pvt. Engr.): _____ Date: _____

Checked By (BSL): _____ Date: _____

*This checklist is only a **minimal requirement** in assisting the street lighting design engineer to develop a complete Street Lighting Plan set. In an attempt to obtain an expeditious plan review and to minimize redline comments, Metro or its representative (Project Street Lighting Designer) shall check off items completed in the submittal. Additional checklist items or design requirements may be requested by the City on a case-by-case basis.*

CITY OF LOS ANGELES

TRANSIT LIGHTING DIVISION - BUREAU OF STREET LIGHTING

CALCULATION CHECK LIST

W.O.# _____

PROJECT TITLE: _____

BUREAU OF STREET LIGHTING ILLUMINATION STANDARD (REFERENCE: IES/ ANSI RP-8 June 27, 2000)

STREET NAME	CLASSIFICATION		Width	ROADWAY						Width	SIDEWALK						Electrolier Type/ MH Arm Lgth	Lum. Dist. Type	Lamp Watt/ Type	Config. Type and Max. Space.
				Horiz. Illum. (fc)			Uniformity Ratio				Horiz. Illum. (fc)			Uniformity Ratio						
	Rdwy	Area		IES Rec.	ENGR. Calc.	BSL Calc.	IES Rec.	ENGR. Calc.	BSL Calc.		IES Rec.	ENGR. Calc.	BSL Calc.	IES Rec.	ENGR. Calc.	BSL Calc.				

Roadway L-local S-secondary
Class: C -collector M-major
SH -scenic hwy

Pedestrian High -commercial
Activity: Medium -intermediate
Low -residential

Lamp LED - Light Emitting Diodes
Type: HPS -high press. sodium LPS -low press. sodium
MH -metal halide FL -fluorescent
MV -mercury vapor

System S -staggered
Config.: O -opposite
OS -one-sided

Distribution MC2 -medium cut-off type II
Type: MC3 -medium cut-off type III



STREETSLA SUBMITTAL CHECKLIST

Required comprehensive plans: complete submittal including civil plans,
street lighting plans, traffic and utilities plans

Date of submittal:

Submittal level:

Project Title:

Landscape Architect:

Contact Phone:

Contact Email:

PURPOSE

This submittal checklist is intended to assist the Landscape Architect (LA) in preparing planting and irrigation plans, to facilitate an expeditious plan review, and to minimize redline comments. The Applicant or its representative (Project LA) shall check off items completed and included in the submittal package. Additional information may be requested by the City as required on a case-by-case basis.

INSTRUCTIONS

This checklist is to be completed by the registered LA responsible for the quality control and coordinated review of the Construction Documents. All fields must be filled with either an "X" for required items included in the submittal ("IP" for items in-progress or "MET" for completed items) or "N/A" for items not applicable to the scope of work. Any questions related to the applicability of a listed item should be clarified with the City during pre-submittal meetings.

Submit two (2) sets of half-size plans, digital pdf, and a copy of this checklist signed by a registered landscape architect in charge of the project. Incomplete submittals that do not include this checklist will be returned without review.

Conform to the City's landscaping standards, guidelines, including but not limited to BOE Street Design Manual, Standard Plans, Supplemental Street Design Guide; StreetsLA's Guidelines for Landscape Improvements Within the Street Right-of-Way, Parkway Landscape Guidelines and other applicable federal, state, and codes that are used by the City including the State of California Streets and Highways Code, the State Model Water Efficient Landscape Ordinance, City of Los Angeles Municipal Code, the Standard Specifications for Public Works Construction (the Greenbook) etc.

PLA			SUBMITTAL LEVEL					
N/A	IP	MET	GENERAL - ALL LANDSCAPE SHEETS					
				30%	60%	85%	100%	
	☐	☐	1	Drafting shall be prepared per LABOE CAD Standards. https://eng2.lacity.org/techdocs/CADSTDS/CADD_Standards1_1.pdf	☒	☒	☒	☒
	☐	☐	2	Titleblock: refer to Template and Samples. https://eng2.lacity.org/techdocs/CADSTDS/B_permits_templates.htm	☒	☒	☒	☒
	☐	☐	3	Drafting symbols for culture per S-623	☒	☒	☒	☒
	☐	☐	4	Symbols for Construction Notes per S-627	☒	☒	☒	☒
	☐	☐	5	Show only "Construction Notes and Planting Legend" applicable to each sheet	☒	☒	☒	☒
	☐	☐	6	All text shall be Arial Vertical font with a minimum size of 1/8"	☒	☒	☒	☒
	☐	☐	7	Show Legend, north arrow, graphic scale (preferred 1"=20') and match lines (with stations). Refer to CAD Standards, see #1 above. Larger scale desired for clarity in planting/section details.	☒	☒	☒	☒
	☐	☐	8	Label street names and all existing and proposed property lines, easements, and dedications on all plans, street stations, elevations, and sections as applicable. Indicate any CalTrans, Metro R/W, or LA County R/W, as applicable.	☒	☒	☒	☒
	☐	☐	9	Show all streets, curbs, sidewalks, accessible ramps. Show right-of-way dimensions for roadway, parkway, driveway including pedestrian access route (PAR) Indicate elements behind the property line that may be in conflict with proposed improvements (private trees, Building entries/walkways, gates, architectural screens, fire safety stand-pipes, awnings, eaves, etc.)	☒	☒	☒	☒
	☐	☐	10	Show existing and proposed buildings, structures, retaining walls, fences, utility (line weights and line types per CAD Standards), paved areas and other site improvements. This include subgrade, at-grade, and overhead utilities (street light poles, utility poles, guy-wire anchors, traffic signal poles, traffic control signage, fire hydrants, utility cabinets, bus stop signage, transit furniture, utility/pull boxes/vaults, vents, architectural lighting, sidewalk roof/property drains, catch basins, meter boxes, bollards, benches, trash cans, etc. in a screened back layer for reference.	☒	☒	☒	☒
	☐	☐	11	All elements shown on landscape plans must be coordinated across all design disciplines. For example, tree well station and size should be consistent with those indicated on Civil, Traffic Plans etc., and street light locations should be consistent with those indicated on street light plans.	☒	☒	☒	☒
☐	☐	☐	12	Miscellaneous: Show existing and proposed bike racks, bollards, hand rails, planters (raised pots), non-bus stop furniture, hardscape (pavers, fountains, sculptures, monuments, river rocks etc.), tree grates, non standard tree wells, continuous pressurized irrigation lines/systems (in tree wells, parkways, etc.), nonstandard non-vegetative groundcover, landscape lighting, etc. Drainage capture devices (planter liners, drainage plates, etc) specified for raised planters and pots. Revocable permit required.	☒	☒	☒	☒

☐	☐	☐	13	Show existing trees; including trees 50' beyond project/construction limits. Tree & landscape removal shall be call out on civil/demolition or civil/street plans.	☒	☒	☒	☒	
☐	☐	☐	14	Trees to be preserved/protected, trimmed and rootpruned must be indicated in the civil plans [hardscape element]. Any tree work must be permitted - refer to Notice to Contractor.	☒	☒	☒	☒	
	☐	☐	15	Stamp and signature of the registered landscape architect and date on all sheets with the firm name, address, telephone numbers on the cover sheet.	☐	☐	☐	☒	
OK	MET		TITLE SHEET S-621			30%	60%	85%	100%
	☐	☐	1	Project Title	☒	☒	☒	☒	
	☐	☐	2	Vicinity Map	☒	☒	☒	☒	
	☐	☐	3	Key Map	☒	☒	☒	☒	
	☐	☐	4	Index to Sheets	☒	☒	☒	☒	
	☐	☐	5	Notice to Contractors (NTC) - notes shall be listed in the order shown. Standard planting, landscape, inspection, and acceptance notes shall be included on plans. Tree removals, tree preservation, tree wells, and street furniture standard notes must be shown on civil plans. https://engpermits.lacity.org/bpermits/bdocs/ntc_2013.pdf	☒	☒	☒	☒	
TREE REMOVAL PERMIT IS REQUIRED - refer to Notice to Contractor, tree removal application & checklist. https://bsspermits.lacity.org/ Tree Removal Application submission should be coordinated based on project construction schedule. Application requires to be submitted minimum 120 working days to process before a Tree Removal Permit is issued. The final decision (approval or denial) will be made at the board hearing. Removal Permit expires 6 months or as determined by the Board of PW. No permit extension									
N/A	IP	MET	PLANTING PLANS: TREES & LANDSCAPE			30%	60%	85%	100%
☐	☐	☐	1	Planting plans to show existing and proposed trees & landscape. Existing improvement – dashed lines, Proposed – solid lines. Include typical dimensioning of trees from street lights and trees from infrastructure distances/clearances noted on #5 below.	☒	☒	☒	☒	
☐	☐	☐	2	Show and call out existing, remodel, and proposed tree well locations and sizes, in both landscape and civil plans. New & remodel tree wells will be designated with dark, solid lines. Close all unused vacant tree wells. The corresponding station of each tree well cover shall be shown on the plan. Show all stations to two decimal places.	☒	☒	☒	☒	
☐	☐	☐	3	Show the required 2:1 replacement trees for each tree removal per Tree Removal Permit.	☒	☒	☒	☒	
				<i>NOTE: With the exception of tree planting work only [e.g. offsite tree planting - planting outside the sidewalk project limit], all submittals must include a comprehensive set, that consist of Street Improvements Plans and other disciplines involved; including but not limited to Street, Traffic Signal, Street Light, etc. Offsite tree planting/replacement to occur upon issuance of the tree removal permit.</i>					
☐	☐	☐	4	Show tree and plant canopy symbol on plan: 80% of the mature canopy for proposed tree and actual canopy for existing trees.	☒	☒	☒	☒	
☐	☐	☐	5	Tree planting shall comply with set back distance identified in UFD's Tree Spacing Guidelines https://engpermits.lacity.org/bpermits/bdocs/bss_docs/BSS_TREE_SPACING_GUIDELINES.pdf and page 15 of DOT Manual of Policies & Procedures https://ladot.lacity.org/sites/default/files/documents/application-and-design-for-striping-channelization-special-signing.pdf	☒	☒	☒	☒	
☐	☐	☐	6	The proposed tree locations/species shall NOT be in conflicts with underground or overhead utilities.	☒	☒	☒	☒	
☐	☐	☐	7	If double row trees on R/W is proposed, trees placement shall follow StreetsLA guideline for Public Right of Way Double Row of Trees [provided by StreetsLA]. Revocable permit required.	☒	☒	☒	☒	
☐	☐	☐	8	Tree grates: 30" center opening, or larger as directed by StreetsLA/UFD depending on tree specie and/or existing tree trunk. Revocable permit required for all tree grates. Tree grates must be per BOE Standard Plan S-601, require testing and approval by BOE/DSIG, or listed in the BOE's Approved Products List	☒	☒	☒	☒	
☐	☐	☐	9	Convenient strip of 18" from back of curb is required at parking zone and bus zone. [S-450]. Call out in both civil & landscape plans.	☒	☒	☒	☒	
☐	☐	☐	10	Show existing plant materials, indicating whether it is to be preserved in place or replaced.	☒	☒	☒	☒	
☐	☐	☐	11	Per City of LA Parkway Landscape Guidelines, proposed plant materials in parkways must be lower than 36" in height at full maturity. https://engpermitmanual.lacity.org/construction-permits/technical-procedures/04-parkway-landscaping	☒	☒	☒	☒	
☐	☐	☐	12	Per City of LA Parkway Landscape Guidelines, proposed plant materials installed within the 45' visibility triangle at street intersections must not exceed 24" in height at full maturity for safety of motorists, pedestrians and bicyclists.	☒	☒	☒	☒	
☐	☐	☐	13	Per City of LA Parkway Landscape Guidelines, proposed plant materials installed within five feet (5') of a driveway/walkway and within the first 20 feet of an alley must not exceed 24" in height at full maturity for visibility purposes.	☒	☒	☒	☒	

☐	☐	☐	14	Per City of LA Parkway Landscape Guidelines, house walk (paved walkway across improved parkway of 48" in width) at every 25' interval (min.) is required for continuous parkway at parking zone. Call out in both civil & landscape plans.	☒	☒	☒	☒
☐	☐	☐	15	Show sufficient setback (full on-center spacing) along the edge of pavement/walks/curbs.	☒	☒	☒	☒
☐	☐	☐	16	Legend summarizing botanical & common name, quantity and size of all plant materials; categories of water needs per WUCOLS, height and width at maturity, on center plant spacing, planting detail references.	☒	☒	☒	☒
☐	☐	☐	17	Plants species which is poisonous, noxious, has rigid spines or thorns are not allowed.	☒	☒	☒	☒
☐	☐	☐	18	Do Not Plant Invasive Plant Species. Reference https://www.cal-ipc.org/	☒	☒	☒	☒
☐	☐	☐	19	Submit two stamped and signed copies of Tree Protection Plans showing trees designated for preservation in construction zone, clearly indicate determination of critical root zone, tree protection fencing, etc. Tree protection plan to be prepared by a tree expert (as defined by the LAMC 17.02).	☐	☒	☒	☒
☐	☐	☐	20	Provide an agronomical Soil Management Report per State Ordinance Section 492.5 prepared by a certified agronomic soils laboratory. This report to be scanned and inserted on plans. The landscape architect shall make necessary adjustments to the design plans based on the report.	☒	☒	☒	☒
N/A	IP	MET	BUS STOPS - CITY TRANSIT FURNITURE		30%	60%	85%	100%
☐	☐	☐	1	Show to scale the existing bus stop signs and bus pads in civil/street and landscape plans and show associated/affected existing above & underground utilities. Coordination with StreetsLA Sidewalk & Transit Amenities Program (STAP) also required for temporary work to occur within 5 feet of any City STAP [incl. Public Amenity Kiosks (PAK), etc.]	☒	☒	☒	☒
☐	☐	☐	2	Show to scale the relocated & new bus stops/pads in civil/street and landscape plans with associated/affected new above & underground utilities.	☐	☒	☒	☒
☐	☐	☐	3	Show & label Bus Stop Signs (separate pole or mounted on BSL poles) Coordinate with the bus operators & DOT for placement of bus stops;	☐	☒	☒	☒
☐	☐	☐	4	Show bus stop boarding area with reference to bus stop sign. If the bus zone is designed for more than one bus, a wheelchair loading zone must be provided for each bus.	☐	☒	☒	☒
☐	☐	☐	5	Show the relocation of City's managed Transit Furniture per the layout provided by StreetsLA (benches, transit shelters, litter receptacles, public amenity kiosks, etc.). Show distances/ dimensions from the transit furniture to the bus stop sign/curb face/property line and any above ground features.	☐	☒	☒	☒
☐	☐	☐	6	Show trees and lights at bus zones	☐	☒	☒	☒
☐	☐	☐	7	Show future transit furniture at existing or new bus stops: Call out by others: a rectangle - a minimum clear length for transit amenities and accessibility: 32' clearance by full width of sidewalk and clear of conflicts below finished grade.	☒	☒	☒	☒
N/A	IP	MET	IRRIGATION PLANS		30%	60%	85%	100%
☐	☐	☐	1	Legend shall include: distinct symbol, description, manufacturer name and model number, and detail reference for all equipment of the irrigation system.	☒	☒	☒	☒
☐	☐	☐	2	Show layout of irrigation system: point of connection (psi static water pressure), water meter, backflow prevention device, pressure regulator, automatic controller, main and lateral lines with pipe sizes, valves(gallons per minute), sprinklers, bubblers, drip emitters, quick couplers where applicable.	☒	☒	☒	☒
☐	☐	☐	3	Abbreviated irrigation legend shown on all irrigation plan sheets.	☒	☒	☒	☒
☐	☐	☐	4	Compliance with the State of California, Model Water Efficient Water Ordinance (MWELO) is required for: a. New construction projects with total landscape area equal to or greater than 500 square feet in size. b. Rehabilitated landscape projects with total landscape area of 2,500 square feet or larger.	☒	☒	☒	☒
☐	☐	☐	5	Location and type of Water Quality Management BMPs LID, if applicable. Refer to Green Street Flowcharts. Plans clearly delineate where landscape based stormwater design features are located throughout the site. Place curb or header around landscape-based stormwater features for easy identification when combined with or adjacent to non-stormwater landscape	☐	☒	☒	☒
☐	☐	☐	6	Non potable water system: If yes, contact LADWP for recycled water connection and its requirements. Require approval from LACounty Health Dept.				
☐	☐	☐	a.	Include notes	☒	☒	☒	☒
☐	☐	☐	b.	Purple pipe, purple warning tape, reclaim water signs (provide detail), purple valve box, purple tag sinde valve box.	☒	☒	☒	☒
☐	☐	☐	c.	Purple cap on head/rotors, reclaim water label on controller enclosure cover	☒	☒	☒	☒

☐	☐	☐		d. LA County Health Dept. permit application no.	☒	☒	☒	☒
☐	☐	☐	7	Parkway: Each property owner must have a separate P.O.C., backflow preventer, and a separate controller per DWP Water Meter Requirements. Revocable permit required for pressurized irrigations.	☒	☒	☒	☒
☐	☐	☐	8	Parkway: Show call out indicating the controller and backflow preventer are located on the private property.	☒	☒	☒	☒
☐	☐	☐	9	Parkway: Reverse sidewalk/parkway configuration [consult w/BOE]. Revocable permit required.	☒	☒	☒	☒
☐	☐	☐	10	Design and specify the irrigation system and equipment per the "Irrigation Within Public Right-of-Way Note" on all irrigation plan sheets. Reference: https://engpermits.lacity.org/bpermits/bdocs/bss_docs/BSS_IRRIGATION_WITHIN_THE_PUBLIC_RIGHT_OF_WAY_NOTE.pdf	☒	☒	☒	☒
☐	☐	☐	11	Provide optimum pressure for irrigation system and provide pressure loss calculation for each point of connection.	☐	☒	☒	☒
☐	☐	☐	12	Irrigation connections (sleeving/mainline/laterals) across public streets and alleys, between individual medians, and between parkways and medians are not permitted. [DWP]	☒	☒	☒	☒
N/A	IP	MET		Median Islands	30%	60%	85%	100%
☐	☐	☐	13	Coordinate with elected officials, community stakeholders, and City Depts (BOE, BSL, BSS, BOS, DWP, etc.)	☒	☒	☒	☒
☐	☐	☐	14	Medians ≤ 5 feet wide, measuring from the outside face of curb installed with concrete/decorative paving/or cobble set in concrete only. Maximum height of landscape boulders is 36 inches. [DOT's Policies of Medians and Tree Installation]	☒	☒	☒	☒
☐	☐	☐	15	Median islands 7 ≥ 5 feet wide, measuring from the outside face of curb planted with non-tree landscaping. [DOT]	☒	☒	☒	☒
☐	☐	☐	16	Median Islands ≥ 7 feet wide, measuring from the outside face of curb (6' planting space including trees). Planted trees should be centered, 50' from the nose of median island near an intersection. [DOT]	☒	☒	☒	☒
☐	☐	☐	17	Maximum plant height in medians is ≤ 36 inches at maturity, ≤ 24 inches at maturity within the first 10' of the median (if not paved). [DOT]	☒	☒	☒	☒
☐	☐	☐	18	No fixed objects (trees, boulders, monument signs, artwork, etc) within 50 feet of the approach to a Stop sign or signalized intersection nor within 25 feet of the departure from such intersection. Minimum 2 foot set back required from the outside edge of fixed objects to the outside face of the adjacent curb. [DOT]	☒	☒	☒	☒
☐	☐	☐	19	All median landscaping, including street trees, shall be irrigated by a fully automatic irrigation system, complete with backflow preventer that meets all local codes.	☒	☒	☒	☒
☐	☐	☐	20	Each median shall have individual controller, meter, and backflow preventer.	☒	☒	☒	☒
N/A	IP	MET		MAINTENANCE	30%	60%	85%	100%
☐	☐	☐	1	BOE Revocable Permit Requirement (RPR) Letter and relevant Routing Transmittals (refer to BOE's Revocable permit website for list of nonstandard elements). The R-Permit will be issued by BOE prior to Approved for Construction (AFC) plans.	☐	☒	☒	☒
☐	☐	☐	2	Each design package submittal to the Department of Public Works, shall be accompanied by an exhibit delineating maintenance responsibilities at each respective review cycle starting with the 60% design submittal. Clearly indicate each responsible entity (if there are more than one within project limits) and the limits of each maintenance boundary.	☐	☒	☒	☒
☐	☐	☐	3	The applicant shall submit adjacent property's "Permission to Plant and/or Care of Street Tree" for offsite trees or proof of community outreach to StreetsLA within the project limit.	☐	☐	☒	☒
		MET		PLANS REVISION (Engineering Change Instruction ECI, or Notice of Design Change NDC)				
		☐	1	All plans revised after the original approval shall be resubmitted for review and approval. The nature of the revisions must be called out on the cover sheet and on the sheet(s) which have been revised. The revision number itself shall consist of a numeral within a triangle. ▽ Changes on each plan sheet shall be highlighted with "clouding".				
		☐	2	All revised sheets to be re-sealed, signed and dated.				

Part D - Bureau Of Street Lighting Plan Review/Approval Process

**CITY OF LOS ANGELES
BUREAU OF STREET LIGHTING**



**PLAN REVIEW/APPROVAL PROCESS
FOR MTA PROJECTS**

**DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET LIGHTING
TRANSIT LIGHTING DIVISION**

1149 South Broadway, Suite 200
Los Angeles, CA 90015

REQUIREMENTS FOR VARIOUS STAGES OF STREET LIGHTING SUBMITTALS FOR MTA PROJECTS

INTRODUCTION

These guidelines describe the plan check process for street lighting plans submitted by MTA to the Bureau of Street Lighting (BSL) for review/approval. Street lighting plans shall be prepared in accordance with BSL's approved design standards prior to final plan approval.

PLAN CHECK PROCESS

Plans are processed from the initial submittal (30%) to final approval (AFC) in five stages:

- I. Preliminary Engineering Plans - 30% Submittal
- II. 60% Submittal
- III. 85% Submittal
- IV. 100% Submittal
- V. Approved for Construction (AFC) Submittal

Metro may submit a 15% Conceptual Submittal at their discretion. At this stage, BSL will generally review scope of work for street lighting impacts, potential improvements, and required construction. BSL will also provide Metro's consultants with City's design guidelines and standards.

As mentioned in the Master Cooperative Agreement (MCA) between the City of Los Angeles and the LACMTA, submittal comments shall be provided within a 20 Working Day turnaround time. Review clock will start the following Working Day after a complete set of hard copies are delivered.

Per MCA, submittals can be rejected within seven Working Days if the submittal is incomplete or does not meet design stage requirements.

A formal submittal to BSL for each of the five stages shall include hard copies of the following:

- (a) 1 copy of Technical Specifications (30% STAGE, REQUIRED TO BE APPROVED AT THIS STAGE)
- (b) 2 copies of full size Street Lighting plans (ALL STAGES)
- (c) 2 copies of 1/2 size plans of all disciplines (i.e. Civil, Traffic, Striping, Landscaping, Utilities, Street Lighting, etc...) (ALL STAGES)
- (d) 1 copy of 1/2 size plans of any reference drawings (i.e. bridge plans, etc...) (ALL STAGES IF THERE ARE UPDATED PLANS)
- (e) 1 hardcopy/electronic copy of AGI lighting calculations (60% STAGE, AND SUBSEQUENT STAGES IF ANY DESIGN CHANGES)
- (f) 1 copy of voltage drop calculations (60% STAGE, AND SUBSEQUENT STAGES IF ANY DESIGN CHANGES)
- (g) 1 CD or USB with all electronic files of the required items listed above (60% STAGE, AND SUBSEQUENT STAGES IF ANY DESIGN CHANGES)
- (h) Signed copy of the design review checklist by LACMTA or LACMTA Contractor's acknowledging compliance with the design review checklist.

I. PRELIMINARY ENGINEERING STAGE (30%)

Proposed street lighting systems shall be designed in compliance with City Standards and requirements. The submitted Street Lighting plan shall include the design checklist items along with:

1. BSL's Metro Project standard title sheet with all the standard notes and material list. Any special lines and symbols should reference the plan legend.
2. Design plan shall include the existing street lighting system identified with as-built plans, pole types, stations, luminaire types, and existing electrolier numbers. It shall also include existing conduit, service information, and Right-of-Ways.
3. Provide a conceptual design of the new street lighting system, which also must be coordinated with design plan submittals to other City disciplines.
4. If applicable, required easement, street vacation, and dedication should be identified prior to this submittal stage.

II. 60% SUBMITTAL STAGE

In addition to Preliminary Engineering Stage requirements, this submittal stage shall include the design checklist items along with the:

1. Proposed electroliers with stations. The design must be supported with lighting calculations (performed with AGI program).
2. Material list on the plan must correctly summarize all the proposed electroliers and luminaires types and quantities.
3. AGI file that contains all the lighting calculations.
4. Street lighting service information must be stated on the plan along with the existing and new load for each service.
5. Voltage drop calculations (not to exceed 5%) should be submitted for all effected circuits.
6. Delta notes, series circuit diagrams, wiring diagrams, and any special details for non-standard equipment must be stated on the plan.

Upon BSL's approval of the 60% submittal, revised plans shall be submitted to LADWP for "Service Location Request". If applicable, any required maintenance agreement or revocable permit must be initiated by Metro. BSL shall initiate the Proposition 218 compliance process.

III. 85% SUBMITTAL STAGE

In addition to the 60% Submittal Stage requirements, this submittal stage shall include the design checklist items along with:

1. Corrected plans should include any comments from DWP.
2. Copy of DWP's "service location request" response.
3. Any special conditions or requests that were not submitted during the 60% stage.
4. If applicable, updates for any easement, revocable permit, maintenance agreement, etc. that effects the progression of the plan approval. Existing and potential maintenance agreements must be located and properly identified on the plan.

5. Plans should include all structural details, connections, and special delta notes that are required for the approval of the street lighting plan. Provide ADA compliance with the existing and proposed street improvements. Verify boundaries and right of ways by cross referencing with the Civil plans.

Upon BSL's approval of the 85% submittal, revised plans shall be submitted to LADWP for "Service Confirmation Request".

IV. 100% SUBMITTAL STAGE

In addition to the 85% Submittal Stage requirements the design checklist items ,implement all LADWP Service Confirmation notes and provide BSL a copy of the LADWP Service Confirmation approval. At this stage, all required calculations of illumination levels and uniformity ratios for the proposed lighting system should be complete. Cross reference with plans from other Bureaus and Departments for any and all possible conflicts.

V. AFC SUBMITTAL STAGE

In addition to the 100% Submittal Stage requirements, all notes, comments, concerns, maintenance agreements, street dedications, street vacations, easements, etc. shall be finalized. Approved Traffic Signal and Civil plans are required prior to signature of Street Lighting plans.

Note:

- **Over-the-shoulder (OTS) meetings are strongly encouraged to minimize multiple iterations of submittals. After each stage of review, joint-comment-resolution (JCR) meetings must be conducted to go over comments.**
- **The Parties acknowledge the BSL internal review and approval processes are subject to change. If a proposed change may modify the requirements or obligations of LACMTA or the City under the MCA, the change will need to be mutually agreed, formalized, and documented in accordance with the terms of the MCA to take effect as a contractual obligation and LACMTA will not be obliged to comply with any such change unless and until it is mutually agreed, formalized, and documented in accordance with the terms of the MCA.**

EXHIBIT 8– SUPPORT OF EXCAVATION

Part A – Support of Excavation and Geotechnical Instrumentation Review Procedure

1. Introduction

1.1 LACMTA intends to obtain the City's acceptance of the following:

- (a) Design of Support of Excavation, which includes the support of the adjacent City-owned infrastructure, street decking and the support of City-owned Utilities; and
- (b) scope of Geotechnical Instrumentation to be installed (type, number, and location),

through the procedures described in this Exhibit 8. The procedures described in this Exhibit 8 are intended as a collaborative effort between LACMTA and the City throughout the planning, Design and Construction of SOE in the Public Rights-of-Way for a Subject Transportation Project.

1.2 Prior to establishment of the Construction cost of a Subject Transportation Project involving SOE in the Public Rights-of-Way, the criteria, specifications, requirements, terms, and conditions to be included in the relevant LACMTA Contract(s) with respect to the Support of Excavation and Geotechnical Instrumentation, will be reviewed jointly by LACMTA and the City, and revised to reflect the project-specific approval process defined in this Exhibit 8. The intent of such review is to assure the City that the SOE, street decking, support of Utilities, and the Geotechnical Instrumentation for the Subject Transportation Project will be Designed and Constructed in a manner satisfying the City Standards applicable to the Subject Transportation Project under Section 4.5 (City Standards) of this Agreement and Applicable Law. In accordance with this process, the City's review during Final Design together with the approved Independent Design Check will be limited to an Administrative Approval without the City undertaking a detailed engineering review.

1.3 The City's review of Geotechnical Monitoring Data from the Geotechnical Instrumentation is not a part of the Administrative Approval. During Construction of the Subject Transportation Project, the City's review of Geotechnical Monitoring Data from monitoring of the Geotechnical Instrumentation will be done through a formal submittal process. LACMTA's contractor will provide the City with access to a web-based database having near real-time data and current monthly data reports for the City's review and approval. LACMTA will coordinate with the City through monthly instrumentation coordination meetings to resolve any City review comments related to Geotechnical Monitoring Data.

1.4 In summary, this Exhibit 8 describes a step-by-step process for the City's involvement with respect to any SOE in the Public Rights-of-Way to construct LACMTA-owned facilities during the Design, and Construction phases of a Subject Transportation Project. This Exhibit 8 only applies to those Subject Transportation Projects that involve SOE in the Public Rights-of-Way and any references to "Subject Transportation Projects" in this Exhibit 8 shall mean those Subject Transportation Projects involving an SOE in the Public Rights-of-Way.

1.5 Administrative Approval of the Design of Support of Excavation, Design of street decking, Design of support of City-owned Utilities, and scope of geotechnical instruments in no way relieves LACMTA or the LACMTA Contractors of any responsibilities and liabilities associated with the Design and Construction of the Support of Excavation, and its impacts on adjacent properties and City Facilities.

2. Exhibit 8 Definitions

Unless the context otherwise requires, capitalized terms not otherwise defined in this Exhibit 8 shall have the meanings assigned to them in Article 12 (Definitions and Interpretation) of this Agreement. In addition, the following capitalized terms shall have the following meanings:

"Administrative Approval" means, with respect to a Subject Transportation Project, the formal written action taken by the City during Final Design which will include an IDC as required but which will be given without undertaking further detailed engineering review, whereby the City accepts the specific Final Design and

Construction of any SOE in the Public Rights-of-Way on the basis that the Parties jointly agreed the applicable contract terms included in the Procurement Documents for the Subject Transportation Project in accordance with Section 1.2 above and LACMTA and the LACMTA Contractors performed the Design and Construction work for the Subject Transportation Project in accordance with those agreed terms. As described in Section 1 above, an Administrative Approval will apply to the Design of Support of Excavation, which includes the street decking and the support of City-owned Utilities and the scope of geotechnical instruments to be installed (type, number, and location), but will not apply to the City's review of Geotechnical Monitoring Data from the Geotechnical Instrumentation

"Administrative Approval Checklist" means, with respect to a Subject Transportation Project, the checklist agreed between LACMTA and the City prior to the establishment of the Construction cost for that Subject Transportation Project and containing the list of items that, when "reviewed" as conforming to the ACE Design Documentation, become the basis for the City to provide the Administrative Approval of the Final Designs. A sample Administrative Approval Checklist is included in Part B of this Exhibit 8.

"Construction Management Support Services" or "CMSS" means, with respect to a Subject Transportation Project, the professional services retained by LACMTA to support management of the relevant LACMTA Contract(s) for the Construction of the Subject Transportation Project.

"Engineering Management Support Services" or "EMSS" means, with respect to a Subject Transportation Project, the professional services retained by LACMTA to support engineering during Final Design and Construction. EMSS may be provided by the same entity responsible for the ACE Design Documentation. These professional services are sometimes referred to as Design services during Construction.

"Geotechnical Instrumentation" means, with respect to a Subject Transportation Project, the devices or methods used to measure settlement or heave, lateral displacement, load on structural members, tilt, groundwater levels, and other parameters.

"Geotechnical Monitoring" means the comprehensive program required by LACMTA for any Subject Transportation Project involving underground Construction work, pursuant to which the applicable LACMTA Contractor is required to install geotechnical instruments at the beginning of Construction to monitor the adjacent City Facilities and enable LACMTA to monitor the performance of excavations to verify that actual performance is within acceptable limits or, if not, to inform the LACMTA Contractor to modify Construction to ensure stable excavations meeting performance criteria.

"Geotechnical Monitoring Data" means, with respect to a Subject Transportation Project, any data obtained as part of Geotechnical Monitoring of the Subject Transportation Project.

"Independent Design Check" or "IDC" means, with respect to a Subject Transportation Project, an independent design check to assure the adequacy of the Design for the SOE:

- (a) including the review of geotechnical information as related to the Design of the Support of Excavation and earth pressure diagrams; structural review on lateral supports; street decking where present; and Utility supports;
- (b) performed by an independent engineering specialist in SOE design and construction engaged by LACMTA or a LACMTA Contractor but not involved or affiliated with the firm preparing the Design for the SOE; and
- (c) that is stamped and signed by the California-licensed professional engineer or structural engineer responsible for the review.

"Metro Rail Design Criteria" or "MRDC" means the design criteria prepared by LACMTA for the Design of its rail projects and that are incorporated into the applicable LACMTA Contracts.

3. **Prior Agreement of the Criteria, Specifications, Requirements, and Contract Terms and Conditions**

- 3.1 Prior to establishment of the Construction cost of a Subject Transportation Project involving excavations in the Public Rights-of-Way, the City will review the criteria, specifications, requirements, and contract terms and conditions that are to be included in the relevant LACMTA Contract(s) with respect to the Support of Excavation and Geotechnical Instrumentation. For each such Subject Transportation Project, the City will provide LACMTA with a formal acknowledgement that, with respect to the SOE, street decking, support of utilities, and the Geotechnical Instrumentation, the City Standards applicable to the Subject Transportation Project under Section 4.5 (City Standards) of this Agreement and Applicable Law are satisfactorily incorporated into the Construction contract.
- 3.2 The scope of the Geotechnical Instrumentation for each Subject Transportation Project will be collaboratively determined between the City and LACMTA prior to the establishment of the Construction cost for the Subject Transportation Project. Types, number, and locations of instruments, which the City determines necessary to adequately monitor its impacted City Facilities, will be identified and will be formally approved by the City. With this City-approved scope of Geotechnical Instrumentation prior to the establishment of the Construction cost for the Subject Transportation Project and subsequently the Final Design conforming to what was agreed, the City shall provide Administrative Approval of the Final Design for the Geotechnical Instrumentation. To account for potential changes in project conditions, LACMTA will include in the LACMTA Contract(s) for the Construction of the Subject Transportation Project a method to add instruments where justified and agreed by LACMTA.
- 3.3 The project-specific approval process for the criteria, specifications, requirements, and contract terms and conditions that are to be included in the relevant LACMTA Contract(s) with respect to the Support of Excavation and Geotechnical Instrumentation includes the City review and City acceptance of the following elements:
- (a) any drawings that are relevant to SOE and street decking including support of City-owned Utilities;
 - (b) any drawings that are relevant to scope of the Geotechnical Instrumentation and Geotechnical Monitoring Program specifying the minimum required geotechnical/structural instrumentation for the Subject Transportation Project with prescriptive locations, types, and numbers of instruments;
 - (c) Design criteria and requirements for street decking including support of City-owned Utilities;
 - (d) site-specific geotechnical reports including geotechnical design parameters for lateral support of cut-and-cover excavations;
 - (e) protection criteria for City-owned Utilities and City Facilities affected by cut-and-cover excavations within the limits of observation;
 - (f) Geotechnical Instrumentation and Geotechnical Monitoring action plan, including:
 - (i) confirming alert/action levels;
 - (ii) notifying process for when allowable limits are exceeded; and
 - (iii) identifying remedial actions and a resolution process;
 - (g) the City Standards applicable to the Subject Transportation Project under Section 4.5 (City Standards) of this Agreement and Applicable Law with respect to SOE, street decking, support of Utilities, and the Geotechnical Instrumentation;
 - (h) finalized project-specific Administrative Approval Checklist for the above items and to be used during the Final Design of the Subject Transportation Project;

- (i) confirmation of the inclusion of the portions of Section 5 of the MRDC (current version at the time of issuance of the Procurement Documents) that are relevant to SOE;
- (j) confirmation of the inclusion of the 'Metro Rail Standard Drawings' (current version at the time of issuance of the Procurement Documents) that are relevant to SOE including:
 - (i) Structural Standard Drawing Nos. SS-000 to SS-006; and
 - (ii) Utility Standard Drawings;
- (k) confirmation of the inclusion of project-specific general requirements and technical requirements listed below:

Section	Title
01 31 03-DB or 01 31 03-PDB (as applicable)	Design Management Requirements -D/B or Design Management Requirements -PDB (as applicable)
01 31 31	Utility Coordination
01 43 10 or 01 43 30 (as applicable)	Project Quality Management System – D/B or Project Quality Management System – PDB (as applicable)
01 53 05	Temporary Decking System
01 71 24	Preconstruction Surveys
31 09 01	Construction Monitoring Program
31 09 13	Geotechnical Instrumentation and Monitoring
31 23 19	Dewatering
31 50 00	Excavation Support Systems
31 51 00	Tieback Anchors
31 57 01	Protection of Existing Structures
33 01 00	Operation and Maintenance of Utilities

4. Final Design and Construction Phase

4.1 Background

- (a) As acknowledged under this Agreement, LACMTA utilizes and intends to utilize many different Project Delivery Methods to develop and implement its Transportation Projects, including design/bid/build, design/build, progressive design/build, public private partnerships, and construction manager/general contractor. Regardless of the Project Delivery Method, the Design Documentation for a Subject Transportation Project is typically prepared progressively in Packages. Each Package is generally prepared for specific structures, such as a transit station, guideway, or ancillary underground structure.
- (b) The SOE is typically a stand-alone Design for each excavation, such as an excavation for a transit station. LACMTA follows industry practice with the applicable LACMTA Contractor being responsible for SOE regardless of the Project Delivery Method. The Designs for street decking and support of Utilities Design will be included in the Package for the Design for the SOE.
- (c) The Design Development process for a Subject Transportation Project typically includes submittals to LACMTA for review of Designs at successive levels of completion: 60%, 85%, 100%, and Approved for Construction. Designs for SOE, which are for temporary works, not permanent LACMTA structures, have less submittals, typically preliminary, 100%, and AFC Design. Administrative Approval by the City would apply only to the AFC Design submittal. All submittals, including the required IDCs will be provided to the City once they are reviewed and approved by LACMTA's qualified project team (including the consultants performing EMSS and CMSS) for verification of compliance with the scope,

criteria, specifications, requirements, and contract terms and conditions for the SOE, street decking, support of Utilities, and the Geotechnical Instrumentation that were agreed by the City and LACMTA prior to the establishment of the Construction cost for the Subject Transportation Project, as described under Section 3 above. All submittals prior to the AFC Design level also will be provided to the City for record only, but any City advisory comments on any submittals prior to the AFC Design level, related to the checklist, will be addressed by LACMTA.

4.2 Final Design

- (a) The Administrative Approval process relies on prior agreement between LACMTA and the City on the documents that define the technical approach for the Design and Construction of the SOE, street decking, support of Utilities, and the Geotechnical Instrumentation for the Subject Transportation Project before establishment of the Construction cost for the Subject Transportation Project. These documents are the draft scope, criteria, specifications, requirements, and contract terms and conditions for the SOE, street decking, support of Utilities, and the Geotechnical Instrumentation for the Subject Transportation Project that form or are intended to form, the basis of the relevant LACMTA Contract(s), including the City Standards applicable to the Subject Transportation Project under Section 4.5 (City Standards) of this Agreement, Applicable Law and the other elements listed under Section 3.2 above.
- (b) Later, during Final Design of the SOE, street decking, support of the City-owned Utilities, and scope of Geotechnical Instrumentation for the excavations, the City shall conduct Administrative Approval as set out below in this Section 4.2. Administrative Approval will rely on confirmation from LACMTA that LACMTA and the LACMTA Contractors have followed the process agreed with the City prior to establishment of the Construction cost for the Subject Transportation Project.
- (c) Throughout Final Design, the City's involvement includes working closely with the LACMTA project team (including the LACMTA project manager and the consultants performing EMSS and CMSS) who will be reviewing all submittals by the applicable LACMTA Contractor and providing support to the Administrative Approval process.
- (d) Scope of City involvement during Final Design:
 - (i) Administrative Approval of the applicable LACMTA Contractor's Design Documentation for SOE based on the Administrative Approval Checklist, and an IDC that provides further validation of the Design for SOE;
 - (ii) Administrative Approval of the applicable LACMTA Contractor's Design Documentation for street decking, based on the Administrative Approval Checklist;
 - (iii) Administrative Approval of the applicable LACMTA Contractor's Design Documentation for support of City-owned Utilities, based on the Administrative Approval Checklist; and
 - (iv) Administrative Approval of the applicable LACMTA Contractor's scope of Geotechnical Instrumentation in compliance with the pre-approved plans agreed by LACMTA and the City prior to establishment of the Construction cost. If the Final Design Geotechnical Instrumentation plan relevant to the City Facilities being monitored has deviations in types, numbers, locations, or monitoring schedule, and/or if site conditions have changed from that represented in the drawings at the time of LACMTA and the City reaching that prior agreement, the City will be allowed a detailed engineering review of the specific elements of work which differ from previously approved scope.

All items on the Administrative Approval Checklist are to be considered independently. Any rejected item shall not impact the approval status of other items on the Administrative Approval Checklist.

4.3 Construction

- (a) During Construction, LACMTA's EMSS and CMSS teams shall perform detailed technical reviews of all LACMTA Contractor submittals for the SOE, street decking, support of the City-owned Utilities, and Geotechnical Instrumentation. The consultant performing EMSS shall have on-site key staff who are knowledgeable in project-specific requirements for SOE, street decking, support of the City-owned Utilities, and Geotechnical Instrumentation. Staff of the consultants performing EMSS and CMSS shall have experience relevant to the Design and Construction of SOE, street decking, support of Utilities, and Geotechnical Instrumentation and Geotechnical Monitoring.
- (b) Scope of City involvement during Construction:
 - (i) detailed review of Geotechnical Monitoring Data:
 - (A) the City attends monthly meetings with LACMTA's project team; and
 - (B) the City reviews monthly Geotechnical Monitoring reports from the applicable LACMTA Contractor once approved by the LACMTA project team (including the consultants performing EMSS and CMSS);
 - (ii) City participation in the resolution of faulty instrument issues and action limit exceedances;
 - (iii) City participation in the resolution of SOE/ street decking/ support of Utilities/ Geotechnical Instrumentation design deviation and field changes from the scope, criteria, specifications and requirements for the SOE, street decking, support of Utilities, and the Geotechnical Instrumentation that were agreed by the City and LACMTA prior to the establishment of the Construction cost for the Subject Transportation Project, as described under Section 3 above;
 - (iv) site visits; and
 - (v) detailed review of the closeout of SOE and Geotechnical Instrumentation including:
 - (A) as-built drawings confirming and identifying pile cut-off depths, abandoned deep instrument anchors, and abandoned monitoring wells;
 - (B) as-built drawings of final Utility restoration or relocation;
 - (C) post Construction CCTV of City sewers and storm drains;
 - (D) resolution of open items ('Con Ad' job memos or 'NNCs'); and
 - (E) sign off on repairs to City Facilities if needed.
- (c) Design Documents (structural analysis, plans and specifications) prepared by the IDC evaluation process will be provided to the BOE for information only.

5. Administrative Approval Checklist

- 5.1 As defined earlier, the Administrative Approval Checklist is a form that will be finalized and agreed between LACMTA and the City prior to the establishment of the Construction Cost for a specific Subject Transportation Project. More specifically, the Administrative Approval Checklist is a list of documents that the City needs to confirm as being completed.
- 5.2 The LACMTA Contract that is ultimately awarded to a LACMTA Contractor will include the project-specific Administrative Approval Checklists as agreed between the City and LACMTA. Part B of this Exhibit 8 includes a sample checklist that would be adapted to each specific project.

Part B – Sample Form of Administrative Approval Checklist

This sample Administrative Approval Checklist shall be adapted to the needs of each Subject Transportation Project.

IMPORTANT NOTICE:		
(1) This Administrative Approval Checklist has been prepared in accordance with the Master Cooperative Agreement between LACMTA and the City dated [●] (the "Agreement"). Words defined in the Agreement (including in <u>Exhibit 8</u> of the Agreement) have the same meaning in this Administrative Approval Checklist. (2) This Administrative Approval Checklist is the basis for the City to provide Administrative Approval of the AFC Design for Support of Excavation, which includes street decking and Utility support, and Geotechnical Instrumentation by LACMTA or a LACMTA Contractor. (3) This Administrative Approval Checklist is in a form finalized and agreed between the Parties prior to the establishment of the Construction Cost for the Subject Transportation Project named below.		
Date:	[Insert date]	
Name of Subject Transportation Project:	[Insert Project Name]	
Applicable Station Site:	[Insert name of the Applicable Station Site]	
Reviewer:	[Insert name and title of City Reviewer]	
Approved	Item	Reference
☐	Contractor's SOE Design Documentation were reviewed and approved by LACMTA's qualified project team members (EMSS and CMSS) in compliance with pre-approved Subject Transportation Project contract requirements.	MRDC Section 5 LACMTA SS drawings TR 31 50 00 TR 31 51 00 TR 31 23 19
☐	IDC for SOE Design was submitted by the LACMTA Contractor and reviewed by LACMTA's qualified project team members (EMSS and CMSS) in compliance with preapproved Subject Transportation Project contract requirements.	MRDC Section 5 LACMTA SS drawings GR 01 31 03 TR 31 50 00 TR 31 51 00
☐	LACMTA Contractor's street decking Design Documentation were reviewed and approved by LACMTA's qualified project team members (EMSS and CMSS) in compliance with preapproved Subject Transportation Project contract requirements.	MRDC Section 5 LACMTA SS drawings GR 01 53 05
☐	IDC for Street Decking Design was submitted by the LACMTA Contractor and reviewed by LACMTA's qualified project team members (EMSS and	MRDC Section 5 LACMTA SS

	CMSS) in compliance with preapproved Subject Transportation Project contract requirements.	drawings GR 01 31 03 GR 01 53 05
☐	LACMTA Contractor's City Utility Support Design Documentation were reviewed and approved by LACMTA's qualified project team members (EMSS and CMSS) in compliance with preapproved Subject Transportation Project contract requirements.	LACMTA Utility Standard Drawings GR 01 31 31 TR 33 01 00
☐	IDC for City Utility Support Design was submitted by the LACMTA Contractor and reviewed by LACMTA's qualified project team members (EMSS and CMSS) in compliance with preapproved Subject Transportation Project contract requirements.	MRDC Section 5 LACMTA SS drawings LACMTA Utility Standard Drawings GR 01 31 03 GR 01 31 31 GR 01 53 05
☐	LACMTA Contractor's Geotechnical Instrumentation Design plan submittals were reviewed and approved by LACMTA 's qualified project team members (EMSS and CMSS) in compliance with preapproved Subject Transportation Project contract requirements and ACE Design Documentations. No deviations or field changes occurred from the applicable drawings in the Procurement Documents.	MRDC Section 5 LACMTA SS drawings TR 31 09 01 TR 31 09 13 TR 31 57 01 Project Building/Utility Protection Plans
Other Comments:		

City Checker

Date

EXHIBIT 9- SPECIAL PERMITTING PROCESS

Part A – Special Permitting Process General Requirements

1. Special Permitting Process

- 1.1 Pursuant to Applicable Law, LACMTA is not subject to zoning, building or design review, or construction permitting ordinances of the City when constructing its Subject Transportation Project in the Public Rights-of-Way.
- 1.2 Without prejudice to Section 1.1 above, the Parties agree that the following will apply with respect to any Subject Transportation Project:
- (a) the Designs for any Rearrangements for a Subject Transportation Project will be submitted to the City for review in accordance with this Agreement;
 - (b) a Special Permitting Process as set out in this Exhibit 9 shall be utilized by the Parties to expedite City review of work performed by LACMTA or a LACMTA Contractor for Transportation Projects in the Public Rights-of-Way;
 - (c) except for Cost reimbursement expressly provided under a Work Order and the insurance requirements under Section 9.3 (Insurance) under this Agreement, the City shall waive the payment of fees for the permits identified in this Exhibit 9 and will not require the payment of fees or charges or the posting of bonds for or insurance by, LACMTA or any LACMTA Contractor for, any work performed under this Agreement;
 - (d) LACMTA shall obtain (or shall ensure that the applicable LACMTA Contractors obtain) any permits required under this Exhibit 9 under this Agreement;
 - (e) the City Design and Construction requirements set out in this Exhibit 9 are in addition to the general Design and Construction requirements set out in Sections 4.2 (Design Requirements) and 5.2 (Construction Requirements) of this Agreement;
 - (f) the Special Permitting Process as set out in this Exhibit 9, including any City Design and Construction requirements set out in this Exhibit 9, shall not be amended or supplemented except by mutual agreement of the Parties; and
 - (g) the affected City Council district office(s) will be engaged as set out in Section 3.7 of Part C (Early Involvement Procedures) of Exhibit 3 (Early Involvement) to discuss any concurrence required of: any exemptions to Peak Traffic Hour restrictions (under Section 7.4 of this Part A), extended working hours (under Section 7.5 of this Part A), and the application of the exemption from holiday season restrictions required to support the cost efficient and timely delivery of Subject Transportation Projects (under Section 7.6 of this Part A) or concurrence for Temporary Full Street Closures (under Section 23 of this Part A) and Permanent Street Closures (Street Vacation) (under Section 7.4 of this Part A).
- 1.3 For the avoidance of doubt, if the City Metro Transit Division directs LACMTA or a LACMTA Contractor to the public counter, the special permitting process set out in this Exhibit 9 will apply. If a Utility goes to the public counter on behalf of LACMTA or a LACMTA Contractor, the special permitting process set out in this Exhibit 9 will not apply.
- 1.4 Any reference to the LAMC or any other City Standard in this Exhibit 9 means those City Standards that were in effect and publicly available on the date of the advertisement of the applicable Procurement Documents and that are applicable to a Subject Transportation Project in accordance with Section 4.5 (City Standards) of this Agreement.

2. **Public Safety Review and Approvals**

To the extent required by Applicable Law, LACMTA and LACMTA Contractors shall obtain permits and comply with review and inspection requirements by the Los Angeles Police Department and Los Angeles Fire Department for each Subject Transportation Project.

3. **Notification of Rearrangements**

LACMTA or LACMTA Contractors shall be responsible for notifying the Bureau of Contract Administration prior to performing any Rearrangement of a City Facility or a Utility Adjustment within the Public Rights-of-Way as set out in the Special Permitting Process Notification Matrix.

4. **Accident and Emergency Notification**

LACMTA or the applicable LACMTA Contractor shall immediately notify the BCA, LADOT, and StreetsLA of any emergency or accident related to a Subject Transportation Project that impacts the operation of the City's surface street systems or requires an emergency street closure. The City shall immediately notify LACMTA of any emergency or accident related to the operation of the City's surface street systems or requiring an emergency street closure that impacts a Subject Transportation Project.

5. **Specific Design Requirements for Rearrangements**

- 5.1 **Surface Openings.** To the extent operationally and fiscally practical, LACMTA shall coordinate and locate surface openings, if any, to mitigate: (a) the effect on existing and proposed features of landscape and improvements per LAMC 62.03(a); and (b) public disruption; in each case after taking account of health and safety concerns. Placement of gratings in sidewalks will be avoided to the extent reasonably practicable; however, all other openings, such as mechanical access openings, shall be regularly permitted in sidewalks, provided such openings are enclosed. The location of openings and gratings shall be mutually agreed by the Parties.

- 5.2 **Private Projections in Public Ways.** If LACMTA determines that a private projection in, over or under any City Facilities or the Public Rights-of-Way must be removed to accommodate the Subject Transportation Project, LACMTA will issue a Work Order to the City and the City shall take all reasonable actions within its powers to require the elimination of such projections in accordance with any timelines agreed under the Work Order. If the City is not empowered to effect the removal of such projections, or if LACMTA otherwise elects, LACMTA will make its own arrangements for the removal of such projections. To the extent the cost of removal of such projections is not the responsibility of the private owner under Applicable Law, then LACMTA shall bear such costs of removal. The City will cooperate with LACMTA to minimize the cost to eliminate, move, remove or otherwise terminate projections.

5.3 **Revocable Permits**

A Revocable Permit is required for a non-standard improvement or Green Streets Standard Plans infrastructure associated with Transportation Projects within the Public Rights-of-Way. LACMTA or LACMTA Contractor shall initiate the application process by submitting a permit application in accordance with the requirements set out on the BOE website by the 60% Design phase and a responsible party for long-term maintenance shall be identified prior to the AFC Design. In rare exceptions, as mutually agreed by both Parties, where the Revocable Permit cannot be issued prior to AFC Design completion, the City will proceed to approve the AFC Design with the understanding that LACMTA and the City will continue to work toward the issuance of the Revocable Permit as quickly as possible, but no later than the City's acceptance of the Project by issuance of a Statement of Final Completion. Otherwise, all non-standard improvements that are not the responsibility of private property owners, shall be maintained by LACMTA or removed and the Public Right-of-Way restored to City Standards at no cost to the City.

A Revocable Permit is required for placement of underground structures or Utility lines to the extent required under LAMC 62.03.

Upon mutual agreement with a private property owner, LACMTA or LACMTA Contractor may assist the private property owner with processing Revocable Permits from the City for a non-standard improvement in the Public Rights-of-Way within the project limits of Subject Transportation Project.

If a Revocable Permit is not obtained by the time of the City's acceptance through the issuance of a Statement of Final Completion, LACMTA or LACMTA Contractor shall Design the non-standard improvement according to City Standards or the item shall be removed.

A Revocable Permit is not required if the non-standard improvement is identically reconstructed consistent with the pre-existing conditions.

- 5.4 **City Communications Facilities.** The relocation of any conflicting underground City communications facilities shall be done by employing intercept-style manholes at both ends of every conflicting communications conduit segment in question, directly on the alignment of existing conduit segment(s), and beyond the area of the conflicting communications facilities.
- 5.5 **Utility Rearrangements.** Utility rearrangement plans shall include [utility] design plans, design profiles, and composite utility sheets. Composite utility sheets shall be for reference purposes only and shall identify all existing and abandoned and propose utilities in the subject area listing [Utilities] ownerships, size, material offset and relevant as-built number for a City Utility.
- 5.6 **City Owned Pipes/ Conduits near Rails** This Section 5.6 applies to existing pipe/conduits that are City Facilities and which the City and LACMTA determine are so situated as to require Rearrangement in order for LACMTA to construct, operate, or maintain a Subject Transportation Project without adversely impacting the City's ability to maintain that City Facility. Where such a Conflicting Facility:
- (a) runs parallel to the tracks of a Subject Transportation Project the Conflict Facility will be rearranged to a location away from the Project Right-of-Way to allow for placement of a shoring at a minimum of 9' horizontal distance from the outside rail to the edge of shoring closest to the rail.
 - (b) crosses the tracks of a Subject Transportation Project, which shall be encased with pipes under railroad tracks per City Stormdrain Design Manual Figure G 613B, 10' from the outside rail on both sides and under the trackway. Any deviation from the agreement between the Parties shall be escalated in accordance with Section 2.5 (Issue Resolution).

in each case, in accordance with the applicable City Standards or LACMTA's design criteria, whichever applies the most stringent standard for the Rearrangement. If it is not practicable to Rearrange the Conflicting Facility as described in this Section 5.6, the Parties may mutually agree that the Rearrangement of the Conflicting Facility can remain. If a Conflicting Facility is not Rearranged as required under this Section 5.6 and remains in the Project Right-of-Way after the City has issued a Statement of Partial Completion, LACMTA shall pay all City maintenance costs associated with the Conflicting Facility, provided that LACMTA will not be required to pay any City maintenance fees where the Parties have agreed that no Rearrangement is required. Any deviation from the agreement between the Parties shall be escalated in accordance with Section 2.5 (Issue Resolution).

6. **Construction Staging Plans**

6.1 **General Requirements**

- (a) LACMTA or the LACMTA Contractors shall develop a construction staging plan ("**Construction Staging Plan**") for any Construction work to be performed within the Public Rights-of-Way.
- (b) The City acknowledges that Construction work for a Subject Transportation Project to be performed by LACMTA or the LACMTA Contractors within the Public Rights-of-Way may be performed progressively under multiple contractual packages and the Construction Staging Plans described in this Exhibit 9 may, therefore, be prepared for each contractual package or for a portion of such Construction work.

- (c) A Construction Staging Plan shall provide, among other things, for:
 - (i) the handling of vehicular and pedestrian traffic, cyclist access and circulation on streets adjacent to the Construction with the Construction phasing showing street closures, detours, warning devices and other pertinent information specified on the plan (worksite traffic control plans and temporary traffic signal plan);
 - (ii) accessible routes for pedestrians with physical disabilities in compliance with Applicable Law;
 - (iii) actions to maintain access to businesses, schools and residences adjacent to the Construction areas, as possible, and actions to ensure safe access and circulation for pedestrians and vehicular traffic as described in the Traffic Management Plan;
 - (iv) elements of public awareness as well as mechanisms to assist affected parties in complaint resolutions; and
 - (v) the street lighting construction staging plans and traffic management plans as set out in Sections 6.2 and 6.3 below.
- (d) The City understands that LACMTA requires flexibility in the execution of Construction phasing and traffic management planning during Construction, and agrees to impose only the minimum requirements for traffic management planning and Construction sequencing that are necessary in order to provide for public health and safety (including pedestrian and vehicular safety), and functionality (including public and business access and circulation).

6.2 **Street Lighting Construction Staging Plan**

LACMTA or the LACMTA Contractors shall submit street lighting Construction Staging Plans, which shall provide, among other things, for:

- (a) the safety and security at night-time of vehicular and pedestrian traffic on streets adjacent to Construction, with the street lighting Construction Staging Plans showing street closures, detours, lighting devices, circuit and power service connections, and other pertinent information; and
- (b) lighting levels to maintain safe access to businesses adjacent to the Construction areas, and to ensure safe circulation for pedestrian and vehicular traffic.

6.3 **Traffic Management Plan**

- (a) LACMTA and the City may agree that a street, highway, bridge or the other Public Rights-of-Way shall be temporarily or permanently closed for the necessity and convenience of the Subject Transportation Project. If agreed to, a Traffic Management Plan must be developed and submitted by LACMTA or the LACMTA Contractors, which shall provide, among other things, for worksite traffic control plans, temporary traffic signal plans, traffic-management plans, traffic detour plans and traffic circulation plans. LACMTA or the LACMTA Contractor will submit additional traffic plans prepared by licensed civil and traffic engineers registered in the State of California for work not already addressed in the approved Traffic Management Plan for review and approval.
- (b) WATCH Manual page references shall be acceptable as a form of traffic control plan and submittal.
- (c) LACMTA Contractors shall notify BCA, LADOT Area District Engineer or Major Construction Traffic Management Section of any required emergency street closure.

6.4 **Review and Implementation of Construction Staging Plans**

- (a) LACMTA (or the relevant LACMTA Contractor (as applicable)) must submit each Construction Staging Plan to the City for review in accordance with Exhibit 7 (LACMTA Submittal Procedure).

- (b) LACMTA (or the relevant LACMTA Contractor (as applicable)) may update a Construction Staging Plan after it has been approved by the City and must promptly submit each updated Construction Staging Plan to the City for review in accordance with Exhibit 7 (LACMTA Submittal Procedure).
- (c) LACMTA must, and must ensure that the LACMTA Contractors, implement and comply with each Construction Staging Plan which has been submitted to the City and which has been approved under Exhibit 7 (LACMTA Submittal Procedure).

7. Work In Streets

7.1 General Requirements

- (a) The Parties acknowledge that the City has the duties of supervising, maintaining and controlling streets, highways, and the other Public Rights-of-Way. Accordingly, LACMTA shall give the LADOT, BCA and StreetsLA ten Working Days' advance written Notice where Construction work is to be performed in the Public Rights-of-Way for approved street, traffic lane, or sidewalk closures.
- (b) LACMTA and the LACMTA Contractors shall take all appropriate actions to ensure safe performance of the Construction work within the Public Rights-of-Way. The City reserves the right to stop work if public health and safety is or will be compromised by such work.
- (c) If LACMTA or the LACMTA Contractor fails to perform any Construction work within the Public Rights-of-Way in accordance with the Final Design and/or Construction Staging Plans approved (or deemed approved) by the City under this Agreement then upon written Notice of the non-compliance from the City, LACMTA must cure or must ensure that the LACMTA Contractor cures, the non-compliance.
- (d) LACMTA or LACMTA Contractor shall post signage of approved street closures seven Working Days in advance of the street closures.
- (e) LACMTA or LACMTA Contractor shall post public notification signage of street parking restrictions three Working Days in advance of the restriction.
- (f) Where LACMTA or a LACMTA Contractor are performing Construction work on a part of the Public Rights-of-Way that is required for use or access for a special event, as agreed by the Parties, LACMTA or the LACMTA Contractor shall be responsible for restoring that part of the Public Rights-of-Way to create safe vehicular and pedestrian access during the special event.

7.2 Transit and Transportation Construction Traffic Management Impact Area

LACMTA or LACMTA Contractor shall submit a Notice to the City to establish a TCTMC Impact Area, as applicable, and designate a representative to interface with TCTMC members and applicants. LACMTA or LACMTA Contractor shall respond to TCTMC applicant requests for coordination within three Working Days and work in good faith to coordinate and resolve any construction and traffic control conflicts.

7.3 City Communication Facilities

Construction of replacement conduit segments, inner ducts, and manholes that bypass the conflicting conduit segments shall be done prior to relocation of the communications cables. In addition, relocation/installation work of communications cables that carry live production traffic shall be scheduled during a maintenance window, in order to minimize system downtime and minimize the City network traffic disruption.

7.4 Peak Traffic Hours

Unless an exemption for a Subject Transportation Project is agreed in the Project Definition or otherwise approved by the City, LACMTA and LACMTA Contractors shall comply with the Peak Traffic Hour Restrictions set out in the LAMC Section 62.61. Peak Traffic Hours are Monday through Friday, 6:00am to 9:00am and

3:30pm to 7:00pm. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district.

7.5 Extended Working Hours

The Parties acknowledge that extended working hours (beyond the windows contemplated in the City's adopted and published ordinances limiting work hours) and including holiday or weekend working may be necessary to facilitate efficient and timely Construction and operation of a Subject Transportation Project. The Parties will agree to such working hours following joint review of the schedule and activities to be carried out by LACMTA and the LACMTA Contractors. If a change is required to the agreed upon working hours, the Parties will negotiate in good faith to agree to such change. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district office.

7.6 Holiday Season Street Closure Restriction

LACMTA or LACMTA Contractor shall not be subject to holiday season restrictions on the issuance of permits for work-in-streets in commercial shopping areas during the Construction (including the performance of advance Utility Adjustments) of a Subject Transportation Project. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district office.

7.7 Building Material Permits

LACMTA or LACMTA Contractors shall comply with LAMC 62.45-55 as it relates to install materials or equipment on the sidewalk or street. The City shall issue permits for street and sidewalk closure adjacent to Construction on the LACMTA properties.

7.8 Parking of Personal Vehicles

Unless the Parties otherwise agree, LACMTA personnel and LACMTA Contractors may not utilize a Public Rights-of-Way authorized for closure to park personal vehicles.

7.9 Street Damage Restoration Fee

LACMTA and LACMTA Contractors shall comply with LAMC 62.02 and pay the fee, if applicable. LACMTA shall not be subject to Street Damage Restoration Fee if LACMTA and LACMTA Contractors perform work within the street paving limits. If LACMTA and LACMTA Contractors perform work outside of the street paving limits, LACMTA and LACMTA Contractors shall pay the Street Damage Restoration Fee or extend the street paving limits. LACMTA or LACMTA Contractor shall pay the Street Damage Restoration Fee directly to BOE and not through the Work Order process.

8. Temporary Facilities

8.1 LACMTA Facilities

Temporary Facilities may be necessary to facilitate Construction of a Subject Transportation Project (including Rearrangements). LACMTA or its designee may use, without cost, lands owned or controlled by the City for any Construction-related purpose, including, but not limited to, the erection and use of Temporary Facilities thereon; provided that, the City shall first approve in writing the availability, location and duration of the Temporary Facilities, with the City's approval not to be unreasonably withheld. Upon completion of the related Construction and LACMTA's determination that the Temporary Facilities no longer are needed, LACMTA shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless LACMTA and the City agree to some other arrangement.

8.2 City Facilities

In the event that Temporary Facilities are necessary to effect a Rearrangement being constructed by the City, the City or its designee may use, without cost, lands owned or controlled by LACMTA for the purpose of using

or erecting Temporary Facilities thereon; provided that, LACMTA shall first approve in writing the availability, location and duration of the Temporary Facilities. Upon completion of the Rearrangement in its permanent location, the City shall remove all Temporary Facilities and restore the area as nearly as practicable to its original condition unless the City and LACMTA agree to some other arrangement.

9. Survey Monument

LACMTA and LACMTA Contractors shall comply with Applicable Law related to survey facilities affected by the Subject Transportation Project, which may include benchmarks, monuments, corner ties, nail and tins, Public Rights-of-Way corners, boundary monuments and brass disks. LACMTA shall schedule a Project Meeting with the City Engineer of Surveys and the project surveyor to discuss monument preservation and monument reestablishment. LACMTA Contractors shall submit Construction survey tie notes for all points that may be disturbed. Post Construction survey monument ties shall be submitted to the City for approval prior to Final Inspection of the Subject Transportation Project.

10. Underground Service Alert

Prior to any commencement of underground work by LACMTA or LACMTA Contractor, an 'Underground Service Alert' shall be notified not less than two Working Days and no more than ten Working Days in advance of each excavation.

11. Environmental Controls

The Parties agree all Construction work including City-Performed Project Work performed pursuant to this Agreement shall comply with the environmental controls established by LACMTA in the LACMTA Contracts, including construction noise and vibration controls, pollution controls, nuisance dust, archaeological coordination and paleontological coordination. LACMTA Contractors shall remove Project-generated mud and dirt from haul routes, sidewalks, and other City streets pursuant to City Standards.

12. Salvaged Materials

The Parties may agree to salvage certain materials belonging to the City during the course of Rearrangement. If materials belonging to the City are to be reused, LACMTA's Contractor shall exercise reasonable care in removal and storage of such materials. Materials shall be inspected and stored until such time as the progress of work allows the reinstallation of such materials. Materials that are not to be reused in a Rearrangement, but which the City desires to reclaim, may be recovered by the City staff within an agreed timeframe or shall be delivered by LACMTA to a location proximate to the salvage site and suitable to the City. If materials removed by LACMTA are not reused and are not desired by the City, such materials shall become the property of LACMTA.

13. Support of Excavation

The Parties agree the review process and requirements for excavations and shoring shall be performed in accordance with Exhibit 8 (Support of Excavation).

14. Bridges, Bridge Falsework and Above Ground Structures

LACMTA and LACMTA Contractors shall submit designs for bridges, bridge falsework, and above ground structures spanning Public-Rights-of-Way including engineering calculations and supporting documentation to BOE for review. For bridges spanning within the Public Rights-of-Way not owned or maintained by the City, the BOE will review to ensure compliance with Applicable Law and [City Standards]. All LACMTA Submittals must be signed and stamped by a California Registered Civil Engineer.

15. Temporary Decking or Plating

- 15.1 LACMTA or LACMTA Contractors shall ensure that where required, temporary decking or plating in areas open for use by the public shall not be constructed of exposed timber and shall be designed for the posted

speed and loading per the American Association of State Highway and Transportation Officials Load and Resistance Factor Design, latest edition adopted by Caltrans with applicable California Amendments.

- 15.2 The decking surface shall have a minimum dynamic friction factor of 0.35 for skid resistance as measured by California Test Method No. 345, and a minimum static friction factor of 0.60 for slip resistance as measured by American Standards for Testing Materials C1028 to provide safe operating conditions for vehicular and pedestrian traffic under both wet and dry conditions.
- 15.3 The decking surfaces shall be tested for dynamic and static friction values by the City's Department of General Services for compliance with established [standards] as necessary. The end ramp profiles, methods of anchorage, decking/street drainage provisions shall be submitted to the BOE. Temporary curb installations shall be submitted to the BOE for approval and shown on the LADOT Traffic Control Plan for reference.
- 15.4 The decking surface conditions shall be installed and maintained per City Standard.

16. Interruptions

- 16.1 The Parties acknowledge that certain components of the work in a City-Located Section will require interruption of the City services. The Parties will agree upon a plan for any such interruptions and, subject to City approval of the plan, the City consents to scheduled interruption of services deemed necessary by LACMTA. LACMTA must provide the City prior Notice before the City services are interrupted.
- 16.2 LACMTA will notify affected parties, including residents, businesses, Council office, and other elected officials in advance of scheduled interruptions and will cooperate with the City to minimize interruption of the City services and resulting disruptions, provided that notification may be delayed where LACMTA is required to interrupt services in the event of emergency. Where the City determines that Temporary Facilities are necessary and appropriate, LACMTA shall accommodate this request.

17. Inspection

The Parties agree all inspections of Rearrangements shall be performed in accordance with Exhibit 10 (Inspection and Acceptance Procedure).

18. As-Built Drawings

LACMTA shall maintain a set of "as-built" plans of Rearrangements performed by LACMTA during Construction. Redline mark-ups for temporary lighting systems, traffic signal systems, and other City Facilities shall be submitted to the City within 15 days after completion of Construction of Replacement Facilities. Upon completion of the Rearrangement work, LACMTA shall provide the City with reproducible electronic and full size paper hard copies of "as-built" drawings showing all Replacement Facilities installed within 75 days after completion of the work on permanent sewers, storm drains, streetlights, utility relocations, bridges over or tunnels under public ways, landscaping, street trees, transit furniture, traffic signals, striping/signage and other City Facilities. LACMTA acknowledges the City may make as-built drawings for sewers and storm drains available to the public electronically and in hard copy formats.

Los Angeles Sanitation & Environment

19. Sanitary Sewer Line and Storm Drains

- 19.1 LACMTA and LACMTA Contractors shall comply with Applicable Law for the discharge and testing of excess water into the City storm drain system.
- 19.2 LACMTA Contractors shall be responsible for notifying LASAN Clean Water Conveyance Divisions ("**CWCD**") at least ten Working Days' notice prior to performing any work on operating City sewers or storm drains.
- 19.3 The Parties acknowledge non-standard modifications or improvements may be required to relocate a sanitary sewer line, create special maintenance access to a sanitary sewer line and storm drain via clean-outs,

maintenance hole, or a new City Facility to mitigate the interference. Approval of modifications will be at the discretion of CWCD. In the event of an excavation and a sanitary sewer line or storm drain must be suspended, the Parties shall agree on the methodology for supporting the sanitary sewer line and allowable sagging during excavation in accordance with Section 4.6 (*Changes to Design*) of this Agreement.

20. **Wastewater Spills**

LACMTA and LACMTA Contractor shall:

- (a) provide an Emergency Spill Response Plan and Sewer Bypass Plan to the CWCD and must be approved by the CWCD prior to any sanitary sewer or storm drain modifications;
- (b) comply with Applicable Law for the disposal of wastewater spills caused during Construction, contaminated soil or water encountered during boring, excavation, and grading operations;
- (c) cease and desist the discharge of any potable water, wastewater, stormwater, dust mitigation water, or groundwater into the City sewer system in the event of a wastewater spill;
- (d) notify the CWCD and BCA of any spill in accordance with the Special Permitting Process Notification Matrix;
- (e) test potentially contaminated soil or groundwater and implement mitigation measure, as necessary; and
- (f) shall be responsible for the costs and liabilities related to a wastewater spill.

21. **Closed Circuit Television**

LACMTA and LACMTA Contractor shall perform pre-construction, post realignment (where applicable), and post construction Closed-Circuit Television ("**CCTV**") for any sanitary sewer or storm drain system modifications including:

- (a) Installation of new conveyance lines;
- (b) line encasement;
- (c) bedding setting, modification, or correction;
- (d) new maintenance hole or stormwater catch basin construction;
- (e) modifications to existing maintenance holes or stormwater catch basins;
- (f) new wye, saddle or lamphole connections, either temporary or permanent; and
- (g) all sanitary sewer lines, storm drain lines, maintenance holes, and stormwater catch basins above tunnelling alignments.

LACMTA or LACMTA Contractor shall be responsible for wastewater and stormwater conveyance facilities with the station SOE for the duration of Construction until the line can be properly set with approved bedding type. Post Construction CCTV shall be performed by the LACMTA Contractor with observance by BCA and submitted to CWCD for review.

22. **Low Impact Development**

- (a) LACMTA shall comply with the applicable components set out in LAMC Section 64.72, consistent with current stormwater and safety practices, the current MS4 permit, and the policies established by

the local Vector Control Districts, County Health Department, and Watermasters. No additional Low Impact Development ("LID")/stormwater requirements shall be imposed as a condition of approval.

- (b) LID elements shall be installed outside the Public Rights-of-Way and will be operated and maintained by LACMTA or LACMTA Contactor.
- (c) Voluntary Green Stormwater Infrastructure installed in the Pubic Rights-of-Way shall be performed under a Revocable Permit, and shall be operated and maintained in perpetuity by the adjacent property owner.

Los Angeles Department of Transportation

23. Temporary Full Street Closures

LACMTA or LACMTA Contractor shall perform temporary full street closures in accordance with the agreed upon requirements set out in the Project Definition for each Subject Transportation Project. LACMTA or LACMTA Contractor shall submit all required documentation in accordance with Section 6.2 (Specific Requirements – Traffic Management) of this Exhibit 9. Plans for full street closures shall be submitted at least 60 days prior to the proposed closure date. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district office.

24. Permanent Street Closures (Street Vacation)

If mutually agreed, a street, highway, bridge or other Public Rights-of-Way can be permanently closed for the necessity of a Subject Transportation Project. Upon notification of a proposed permanent street closure, the City, as requested by LACMTA, shall initiate the appropriate proceedings for approval and shall establish the necessary conditions for the permanent closure and vacation of the street. As set out in Section 1.2(g) of this Part A, LACMTA will confer with the affected City Council district.

Los Angeles Bureau of Street Lighting

25. Street Lighting

- 25.1 The Rearrangement of existing street lighting systems maintained or under the jurisdiction of the City (which may include the installation of new street lighting systems depending on illumination standards under the City Standards), may be necessary for the Construction, operation, and maintenance of a Subject Transportation Project or as part of a Rearrangement of another Conflicting Facility. Provided that LACMTA's Designs for any such Rearrangement of street lighting systems have been approved by the City, the City hereby consents to all removals, temporary installations, interruptions to existing lighting systems, reinstallation of existing lighting systems, and installation of new lighting systems, in accordance with those approved Designs. Any changes to Design must be completed in accordance with the Section 4.6 (Changes to Design) under this Agreement.
- 25.2 The Designs for affected street lighting systems maintained by or under the jurisdiction of the City, must be submitted to the City Bureau of Street Lighting for review and approval 20 days prior to the commencement of Construction on an existing street lighting system and in accordance with Part D (Bureau of Street Lighting Plan Review/Approval Process) of Exhibit 6 (Forms) to ensure compliance with the applicable City Standards and requirements.
- 25.3 Except as mutually agreed by the Parties, all lighting systems maintained by or under the jurisdiction of the City and within the Project Right-of-Way, in addition to all street lighting in the vicinity of the Project Right-of-Way and using the same circuit as the impacted street lighting systems within the Project Right-of-Way, shall be maintained and kept in operation at all times during Construction provided that:
 - (a) LACMTA will cooperate with the City to minimize interruptions to street lighting systems maintained by or under the jurisdiction of the City; and

- (b) the City will not unreasonably withhold its approval to interrupt service as necessary for the Construction, operation, or maintenance of a Subject Transportation Project.
- 25.4 If LACMTA proposes to maintain any street lighting in the Public Right-of-Way, LACMTA shall declare its intent to maintain as part of the 60% Design submittal to prevent any delay or alteration to the City's Proposition 218 compliance process. LACMTA shall bear all costs for any changes to maintenance responsibilities made after the 60% Design submittal.
- 25.5 LACMTA Contractors shall be responsible for notifying BCA and BSL within at least ten Working Days' notice prior to removing any existing street light from operation to allow the City and the LACMTA Contractor to assess the condition of the street light. If notification is not provided, all street lights will be assumed to be undamaged. In the event a street light contains traffic signal equipment, the LACMTA Contractor shall notify LADOT of the removal of the existing street light from operation.
- 25.6 LACMTA Contractors shall schedule a Construction Project Meeting with BSL no less than 30 days prior to the commencement of Construction of an existing street lighting system.
- 25.7 In the event of any damage caused by LACMTA or a LACMTA Contractor to a street lighting system maintained by or under the jurisdiction of, the City, the BSL and BCA must be contacted and all damage repaired as soon as reasonably practicable, under City inspection, by LACMTA or a LACMTA Contractor at no expense to the City. If the City is performing Construction work related to a street lighting system, then the City will be responsible for the repair of any damage caused by the City or a City Contractor.
- 25.8 **Traffic Control and Lighting**
- LACMTA must provide the City prior Notice before conducting the traffic control and lighting work that will result in an interruption to service of traffic control devices or lighting systems and LACMTA shall cooperate with the City to minimize such interruption. LACMTA and the LACMTA Contractor shall require an electrician certified with the California Electrician Certification Program perform the traffic control and lighting Work under this Agreement.

Bureau of Street Services ("StreetsLA")

26. Overload Permit and Haulage Routes

- 26.1 LACMTA Contractors shall submit overload and haulage route plans that identify the proposed route, truck staging area, truck size, truck volume per hour and duration of the hauling operation to the City for review and approval no later than 30 days prior to commencing hauling operations. Upon submission of the haul route plans, the Parties will agree on haulage routes reasonably necessary to facilitate Construction and operation of a City-Located Section. Haulage routes will be authorized for 60 days with an option to renew for up to a six month period. If a change is required to an agreed haulage route, the Parties will negotiate in good faith to agree such change.
- 26.2 LACMTA Contractors shall submit haul route plans for review and approval to StreetsLA Investigation and Enforcement Division, LADOT, BOE and to the LADBS (for excavation on private property (not including LACMTA owned property) that exceeds 1,000 cubic yards).
- 26.3 LACMTA Contractors shall notify StreetsLA Investigation and Enforcement Division of areas with falsework, decking, excavation work or partial street closures that will affect approved haulage route and overload plans.
- 26.4 In conjunction with its contractors, LACMTA will be responsible for conducting public outreach to provide proper notifications to the affected communities prior to and during Construction complying with the approved final EIR/EIS documents.

27. **Tree Preservation**

LACMTA shall seek to preserve and protect the welfare of trees within the Project Site in accordance with City Standards and LACMTA board policy.

28. **Street Tree Permits**

As set out in this Exhibit 9, LACMTA or the applicable LACMTA Contractor will be required to obtain all applicable Street Tree Permits including tree planting, tree canopy pruning, tree root pruning and tree removal. For the removal of any tree (alive or dead) and the relocation of any tree located in the Public Right-of-Way necessary to construct, operate, or maintain a Subject Transportation Project and for the planting of any replacement trees. Approval may not be granted for all tree removal permit applications; the Board and/or StreetsLA will review the tree removal permit applications to ensure all design alternatives for tree preservation have been exhausted. LACMTA or LACMTA Contractor shall comply with the tree removal policy, application, and permit conditions inclusive the Board of Public Works' stipulations, including but not limited to sawcutting tree wells, promptly planting the offsite tree replacement trees following tree removals, etc. Tree removals, tree removal permit requirements, and tree replacement locations (tree wells/parkways), and tree species shall be shown and noted on the Designs for Rearrangements reviewed by the City.

29. **Tree Planting**

All tree planting (including ratios for tree planting) shall be carried out in accordance with the LAMC, any other applicable City Standards, and LACMTA board policy and with respect to each Subject Transportation Project, will be discussed as part of the Early Involvement Procedures. If there is a conflict between the LAMC, any other applicable City Standards, and LACMTA board policy and the Parties are unable to reach agreement on a resolution to such conflict, the issue will be escalated in accordance with SectionExhibit 2 2.5 (Issue Resolution Ladder).

30. **City Furniture**

The Parties acknowledge that to the extent a Rearrangement of transit furniture is required to which the City Sidewalk and Transit Amenities Program (STAP) or Bus Bench Program (BBP) apply:

- (a) LACMTA or LACMTA Contractor shall commence the Design of bus stop infrastructure at Early Involvement;
- (b) LACMTA or LACMTA Contractor shall Design and Construct the Rearrangement of bus stops in accordance with this Agreement and ensure the Design has adequate space for the City furniture;
- (c) LACMTA will pay the City's STAP or BBP Contractor (as applicable) to perform the Rearrangement work; and
- (d) LACMTA or LACMTA Contractor will provide the City STAP or BBP Contractor Notice per the City Notice to Contractor Notes which include the desired date to perform the Rearrangement.

31. **Bus Stops and Bus Layovers**

LACMTA or LACMTA Contractor shall include the impacted bus stops and bus layovers in the Design of Rearrangements during Early Involvement. LACMTA or LACMTA Contractor shall coordinate with bus stop operators and LADOT during the Design Phase to refine the Design of a Rearrangement to confirm impacted bus stop locations, bus layover locations, and bus zone lengths.

Part B – Special Permitting Process Reference Table

The Special Permitting Process Reference Table applies to Transportation Projects as set out in this Agreement, subject to any amendments made in accordance with the terms of the Agreement.

Special Permitting Process (SPP) Permits, Fees and Charges	
Permits and Permit Fees	
A-Permits	The payment of fees for the permits listed in this section are waived as the permit processing costs are processed in accordance with <u>Section 3.4 (Work Orders)</u> and the terms of this Agreement.
B-Permits	
U-Permits	
Building Material Permits	
Revocable Permits	
Overload Permits	
Street Lane Closure Permits	
Storm Drain Connection Permits	
Street Tree Permits	
Low Impact Development Permits	
Industrial Waste Permit	This permit shall be paid by LACMTA or LACMTA Contractor and issued by LASAN Industrial Waste Management Division in accordance with LAMC 64.30.
Sewer Connection Permit	This permit is a no fee permit and will be issued by BOE after LASAN determines the available sewer capacity, LACMTA obtains the necessary Industrial Waste Permit, and executes a payment agreement for the applicable SFC, TFUF, SCAR and SSC fees.
Miscellaneous Fees	
Street Vacation Fees	LACMTA or LACMTA Contractor shall be responsible for street vacation fees.
Transportation Construction Traffic Management Committee Fees	In accordance with <u>Section 3.6 (Permits)</u> of this Agreement, the City waives the payment of the listed fees.
Plan Check Fees for Maintenance Activities	LACMTA or LACMTA Contractor shall be exempt from fees related to maintenance activities during the Construction Phase or operation and maintenance phase for a Subject Transportation Project.
Street Damage Restoration Fee	LACMTA and LACMTA Contractors shall comply with LAMC 62.02 and pay the fee, if applicable. LACMTA shall not be subject

Special Permitting Process (SPP) Permits, Fees and Charges	
	to Street Damage Restoration Fee if LACMTA and LACMTA Contractors perform work within the street paving limits. If LACMTA and LACMTA Contractors perform work outside of the street paving limits, LACMTA and LACMTA Contractors shall pay the Street Damage Restoration Fee or extend the street paving limits. LACMTA or LACMTA Contractor shall pay the Street Damage Restoration Fee directly to BOE and not through the Work Order process.
Fees and Charges	
Sewerage Facilities Charges (SFC) <i>(for permanent connections)</i>	LACMTA shall be responsible for the payment of the sanitary and sewer fees and charges set out in this section, where applicable, unless LACMTA is approved to discharge designated water types to the City storm drain system.
Temporary Sewer Facility Usage Fee (TFUF) <i>(for temporary connections)</i>	
Sewer Service Charges (SSC)	
Sewer Capacity Availability Request (SCAR)	
Variances, Street Closures and Other Exemptions	
Holiday Season Street Closure Restriction	LACMTA shall identify the requested variances, full street closures and peak-hour exemptions required as established in <u>Section 3.7 (Construction Requirements)</u> of <u>Exhibit 3 (Early Involvement)</u> and this <u>Exhibit 9</u> .
Night Variance* <i>*a night variance is approved by LAPD and is not subject to review and approval by BOE</i>	
Full Street Closures	
Peak Hour Exemptions	

Part C – LACMTA Submittal Review Period Exceptions**Important Notice:**

- (1) The Parties acknowledge that the LACMTA Submittals listed below are not subject to the standard 20-Working Day LACMTA Submittal Review Period on the basis that they will require the Board of Public Works or City Council Committee review and approval or will otherwise require a longer review period.
- (2) The City agrees to take reasonable action within its control to facilitate timely review of the LACMTA Submittals listed below.

LACMTA Submittal	Department or Bureau
Full Street Closure Request	BOE
Street Vacation	BOE
Sewer Connection Permit	BOE
Revocable Permits	BOE
Highway Dedication	BOE
Non Standard Materials Requiring Testing	BOE
Access, Safety, & Operational Analysis Review	LADOT
Connectivity Analysis	LADOT
New Signal Conflict Monitor	LADOT
New Signal Cabinet	LADOT
New Signal Controller	LADOT
TCR - Traffic Control Report	LADOT
New Street Lighting equipment evaluation	BSL
Industrial Waste Permit	LASAN
LID clearance	LASAN
Deviations via Streets Working Group & Street Standards Committee	DCP
Tree Removal Permit	StreetsLA
Tree Root Prune Permit	StreetsLA
Bus Bench and Bus Shelter removal / installation	StreetsLA

EXHIBIT 10 - INSPECTION AND ACCEPTANCE PROCEDURE

1. Facility Requirements for Inspection Personnel

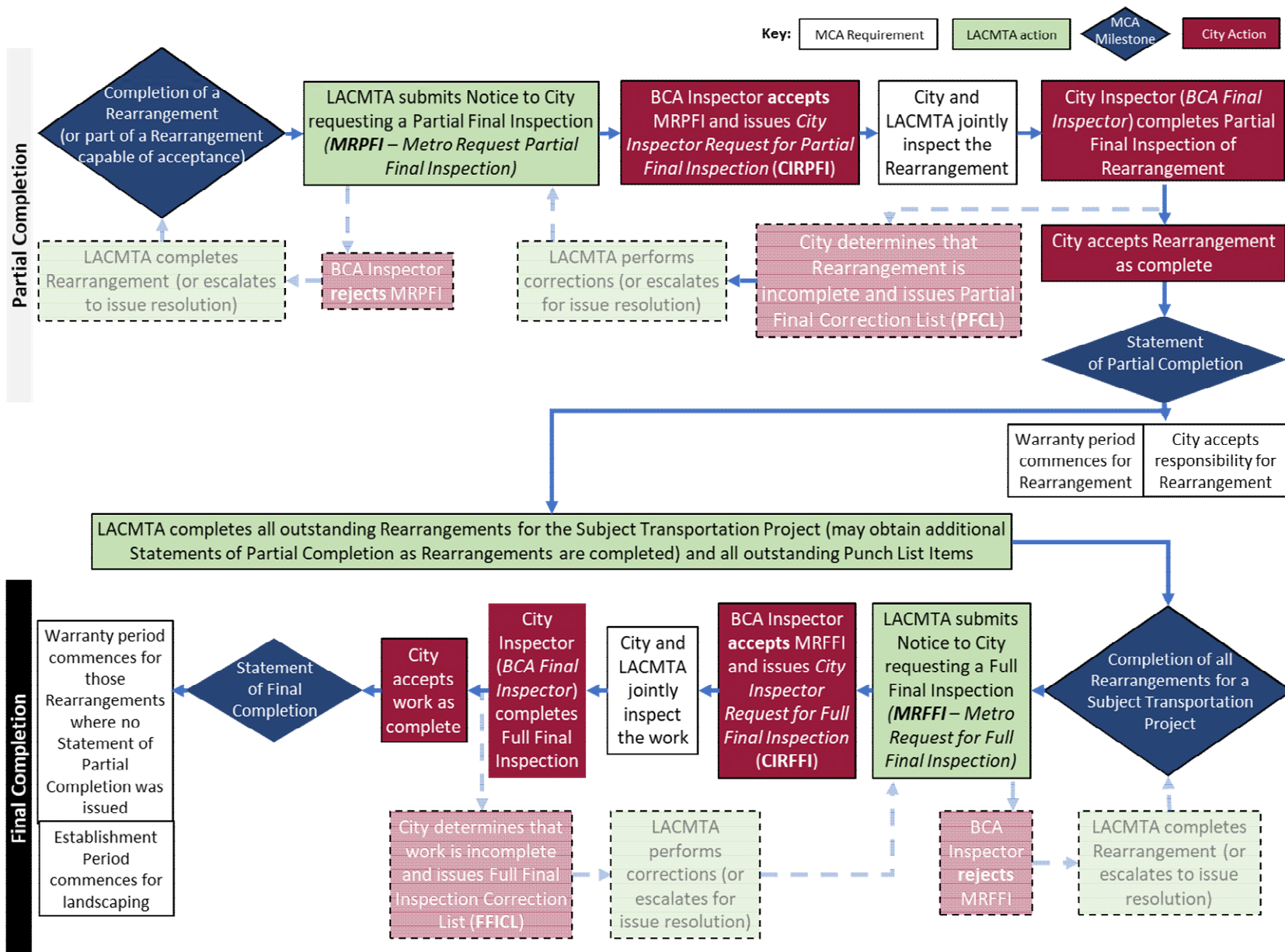
- 1.1 LACMTA shall provide a secure Field Office for each Subject Transportation Project for the City Inspector (and any engineering and inspection staff supporting the City Inspector in performing its roles and responsibilities under this Exhibit 10, to the extent that such supporting staff are reasonably required to be located at the Field Office) until the City Inspector issued the Statement of Final Completion.
- 1.2 LACMTA shall ensure the Field Office is furnished and contains one machine to print, scan, complete double-sided copying of 11" x 17" sheets in color. LACMTA shall be responsible for providing a reasonable amount of paper products, trash receptacles and drinking water for City staff.
- 1.3 LACMTA shall ensure the Field Office is regularly cleaned and maintained.

2. General Requirements for Completion of Work

- 2.1 City and LACMTA agree that all Rearrangements will conform to the applicable City Standards (as described in Section 4.5 (City Standards) of this Agreement) as they relate to inspection, sampling, and testing of City Facilities. LACMTA agrees to require adherence to such City Standards by the LACMTA Contractors performing any Rearrangements.
- 2.2 Notwithstanding City inspection or approval of any Construction of a Rearrangement, all work performed by either Party for Construction of a Subject Transportation Project shall be subject to LACMTA inspection and final approval. LACMTA may also inspect the Construction of Rearrangements to ensure that the work has been performed in accordance with the approved Designs and the terms of the applicable LACMTA Contract(s).
- 2.3 All Rearrangements performed by LACMTA or a LACMTA Contractor shall be inspected by the City. Such inspection services shall be authorized by LACMTA under an appropriate Work Order. The City shall provide inspectors dedicated to the Subject Transportation Projects who will be available throughout Construction of a Subject Transportation Project, at LACMTA's expense and as needed to support the Project Schedule for the Subject Transportation Project, 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 cooperate and coordinate with the LACMTA Project Liaison and the applicable LACMTA Contractor(s).
- 2.4 The City's inspection shall also include planned field reviews for compliance with Construction Staging Plans, including the Traffic Management Plans. Inspection will involve the verification of the safety and adequacy of vehicular and pedestrian access and circulation immediately adjacent to the Construction area, and maintenance of appropriate access to directly affected businesses, as provided for in said plans.
- 2.5 All City Inspectors shall submit copies of daily written inspection reports as requested to LACMTA, each within 24 hours after the subject inspection. The City will remove and replace any City Inspector within 5 Working Days after LACMTA's request by Notice, for cause. If the City does not agree that there is cause for LACMTA's request, the issue may be escalated under Section 2.5 (Issue Resolution) of this Agreement.
- 2.6 At the inspections performed under this Exhibit 10, each Party shall inform the other in writing of any deficiencies or discrepancies in any work discovered in the course of such inspection. The City will provide immediate verbal notice of nonconformance to the LACMTA Project Liaison (or to such other LACMTA staff as may be designated by the LACMTA Project Liaison), followed by a written nonconformance notice delivered to the LACMTA Project Liaison not later than 24 hours after discovery. Likewise, LACMTA will provide immediate verbal notice of nonconformance in the Construction of a Rearrangement or City-Performed Project Work to the City Project Liaison (or to such other City staff as may be designated by the City Project Liaison), followed by a written nonconformance notice delivered to the City Project Liaison not later than 24 hours after discovery. Each nonconformance notice shall include an explanation of the resolution desired by the notifying Party. All nonconformance's with respect to City-Performed Project Work must be

corrected or resolved so that the Construction conforms to the requirements under Section 5 (Performance of City-Performed Project Work) of Exhibit 5 (City-Performed Project Work) of this Agreement.

- 2.7 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 inspection.
- 2.8 The inspection and acceptance procedure described in this Exhibit 10 is depicted in the chart set out below. The chart is included for illustrative purposes only and if there is a conflict between the chart and the provisions of this Agreement or if the provisions of this Agreement provide more detail than that included in the chart, then the provisions of the Agreement will prevail.



3. **Materials Testing**

The City has the right to test materials incorporated into Rearrangements performed by LACMTA or a LACMTA Contractor. BCA has sole jurisdiction and responsibility for shop and batch plant inspection and/or material sampling and testing (collectively referred to as "**Shop Inspection**"). Shop Inspection cannot be approved, waived, or otherwise altered by any other City Department, Bureau, Division, or individual.

Shop inspection is required on all concrete and asphalt materials, and any items and equipment fabricated off-site, which are subject to Shop Inspection by BCA Materials Control Group. LACMTA or the LACMTA Contractor is responsible for contacting BCA Materials Control Group to schedule Shop Inspection. LACMTA or the LACMTA Contractor shall ensure that access to all BOE-approved submittals/shop drawings, specification sections, and applicable codes, relevant to the items being fabricated, are made available at the location of the sourced inspection.

For Shop Inspection within a 30-mile radius of the City, all requests for Shop Inspection shall be made by LACMTA or the LACMTA Contractor before noon of the Working Day prior to the requested Shop Inspection.

For Shop Inspection outside a 30-mile radius of the City, LACMTA or the LACMTA Contractor shall:

- (a) submit a request for approval to use third-party Shop Inspection to the BCA Materials Control Group in sufficient time in advance to make the required arrangements;
- (b) at LACMTA's cost, engage a BCA Materials Control Group-approved third-party inspection company; and
- (c) coordinate notification requirements with BCA Materials Control Group prior to requesting Shop Inspection.

LACMTA shall have access to samples used in testing, and the right to witness material testing and receive test reports at the earliest availability.

4. **Use of Improvements During Construction**

The City may take over and utilize all or any completed part of any Rearrangement, unless such utilization would interfere with Construction of the Subject Transportation Project. LACMTA must be given reasonable advance notice thereof and unless the Parties agree otherwise, such utilization will be deemed as issuance of a Statement of Partial Completion in accordance with this Exhibit 10. Any subsequent damage to the Rearrangement shall be City's responsibility unless caused by LACMTA or a LACMTA Contractor and LACMTA will not be required to re-clean such portions of the Rearrangement except for cleanup made necessary by the Construction of the Subject Transportation Project.

This Section 0 is not intended to apply in the case of the City's use of Public Rights-of-Way for special events, in accordance with the requirements set out in Section 7.1 (General Requirements) of Exhibit 9 (Special Permitting Process) of this Agreement.

5. **Statement of Partial Completion**

- 5.1 With the completion of a phase of Construction work that represents: (a) a completed part of a Rearrangement that is capable of being accepted in advance of completion of the whole of that Rearrangement; or (b) a completed Rearrangement for a Subject Transportation Project that is not interdependent on the remaining Rearrangements to be performed for a Subject Transportation Project, LACMTA may submit a Notice to the City requesting a partial final inspection by the City ("**Partial Final Inspection**") and Statement of Partial Completion. At the request of LACMTA, a Partial Final Inspection will be made by the Bureau of Contract Administration's Final Inspector ("**City Inspector**").
- 5.2 Upon issuance of a "Statement of Partial Completion", the City will accept responsibility for the protection and maintenance of all such items or portions of the Rearrangement work described in the Statement of Partial

Completion, and subject to Section 5.3 below, it is further understood that the warranty period under Section 9.2 (Warranty) of this Agreement will commence on the date of the "Statement of Partial Completion" with respect to all such items or portions of the Rearrangement work described in the Statement of Partial Completion.

- 5.3 Following issuance of a Statement of Partial Completion, LACMTA shall retain full responsibility for completion of the remaining Rearrangement work for the Subject Transportation Project (including remedying all Punch List items) in accordance with Section 7 of this Exhibit 10 and:
- (a) the warranty period for any Punch List item will only commence upon completion of that Punch List item as certified under a further Statement of Partial Completion or the Statement of Completion; and
 - (b) where a Statement of Partial Completion has been issued for a completed part of a Rearrangement, the warranty period under Section 9.2 (Warranty) of this Agreement shall commence only after the issuance of a Statement of Partial Completion for the whole of that Rearrangement or a Statement of Completion for all Rearrangements for the Subject Transportation Project.
- 5.4 The following requirements must be satisfied to achieve a Statement of Partial Completion of a Rearrangement (or a part of a Rearrangement that is capable of being accepted in advance of completion of the whole) ("**Statement of Partial Completion**"):
- (a) LACMTA (or the applicable LACMTA Contractor) has completed the work for the Rearrangement (or applicable part of the Rearrangement) except for Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Completion;
 - (b) all known defects or omissions in the work for the Rearrangement (or applicable part of the Rearrangement) have been remedied (other than Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Completion);
 - (c) the Rearrangement (or applicable part of the Rearrangement) is ready for handover to the City in accordance with the requirements set out under this Agreement or in the applicable Project Definition; and
 - (d) LACMTA (or the applicable LACMTA Contractor) has delivered, and the applicable City Departments have accepted, all "as-built" drawings for the Rearrangement.
- 5.5 Within ten Working Days of delivery of a Notice by LACMTA requesting a Partial Final Inspection, for the purpose of obtaining a Statement of Partial Completion, the City Inspector and LACMTA will together inspect the Rearrangement (or the applicable part of the Rearrangement) to determine its status of completion and, where applicable, to agree any Partial Final Completion List.
- 5.6 Within seven Working Days of completion of the inspection of the applicable part of the Rearrangement, the City will either:
- (a) if the City accepts the Rearrangement (or applicable part of the Rearrangement) as complete in accordance with the terms of this Agreement subject to any agreed Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Completion, issue a Statement of Partial Completion; or
 - (b) if the City determines that the Rearrangement (or applicable part of the Rearrangement) is not yet complete in accordance with the terms of this Agreement, reject by Notice LACMTA's request to issue a Statement of Completion, together with a list of the corrections required to complete the Rearrangement (or applicable part of the Rearrangement) in accordance with the terms of this Agreement ("**Partial Final Correction List**"). Punch List items or outstanding work that is otherwise only required to be performed under this Agreement for the purposes of achieving Final Completion,

will not be a sufficient basis for rejecting a request for a Statement of Partial Completion. Any such rejection must be on the basis that the work that is outstanding is sufficiently material in nature to prevent the safe use or operation of the Rearrangement (or applicable part of the Rearrangement).

- 5.7 If the City rejects a request for a Statement of Partial Completion for a Rearrangement (or any part of a Rearrangement), LACMTA shall perform the corrections set out under the Partial Final Correction List, following which LACMTA may again deliver a Notice requesting a Partial Final Inspection, for the purpose of obtaining a Statement of Partial Completion.
- 5.8 If the LACMTA Project Liaison does not agree with the City Inspector's rejection of a request for a Statement of Partial Completion or if the Parties are unable to agree on the Partial Final Correction List items, the matter will be referred to the issue resolution procedures under Section 2.5 (Issue Resolution) of this Agreement.
- 5.9 LACMTA (or the applicable LACMTA Contractor) shall seek a Statement of Partial Completion within 30 days of work completion for sections (blocks) of roadway that have been resurfaced from curb face to curb face and/or intersection in order to effectuate Bureau of Engineering Special Order 06-0807 - Excavation in One-Year Moratorium Streets in a timely manner upon completion of street resurfacing.
6. **Final Statement of Completion**
- 6.1 If LACMTA considers that the requirements for Final Completion of all Rearrangements for a Subject Transportation Project have been satisfied in accordance with Section 6.2 of this Exhibit 10, LACMTA may submit a Notice to the City requesting a Statement of Final Completion and requesting a full final inspection ("**Full Final Inspection**") from the City Inspector. All Full Final Inspections by the City will be started within seven Working Days following a request for the same by LACMTA. The Full Final Inspection shall be attended by the LACMTA Project Liaison and the City Project Liaison at LACMTA's expense. Promptly upon the Full Final Inspection have been completed and the conditions for Final Completion having been achieved, the City Engineer and the City Inspector of Public Works shall furnish its Statement of Final Completion. Issuance of a Statement of Final Completion is contingent upon LACMTA submitting to City and securing City's approval on all post construction documents required under Section 5.2 below, including all as-built drawings.
- 6.2 The following requirements must be satisfied to achieve final completion of all Rearrangements for a Subject Transportation Project ("**Final Completion**"):
- (a) the entire work for all Rearrangements for the Subject Transportation Project is fully completed in accordance with approved plans;
 - (b) all Partial Completion Correction List items and Punch List items for the Rearrangements are completed;
 - (c) LACMTA (or the applicable LACMTA Contractor) has delivered, and the applicable City Departments have accepted, all "as-built" drawings for the Rearrangement;
 - (d) completion and City acceptance of all Street Vacation Conditions in accordance with the applicable City Standards; and
 - (e) completion and recording of all Rights-of-Way adjustments in accordance with the applicable City Standards.
- 6.3 Within ten Working Days of delivery of a Notice by LACMTA requesting a Statement of Final Completion, the City Inspector and LACMTA will together conduct a Full Final Inspection. A Full Final Inspection for a Subject Transportation Project will not seek to duplicate any Partial Final Inspections or re-open any Statements of Partial Completion previously issued with respect to the Rearrangements. The purpose of the Full Final Inspection is to: (a) inspect any Rearrangements for the Subject Transportation Project for which no Statement of Partial Completion has been issued; (b) inspect all corrected and completed Partial Final Correction List items and Punch List items; and (c) verify satisfaction of the conditions to Final Completion under Section 6.2 above.

- 6.4 Within ten days of completion of the Full Final Inspection, the City will either:
- (a) if the City accepts that the requirements for Final Completion have been achieved, issue a Statement of Final Completion; or
 - (b) if the City determines that the requirements for Final Completion have not been achieved, reject by Notice LACMTA's request, together with a list of the corrections required to satisfy the requirements for Final Completion in accordance with the terms of this Agreement ("**Full Final Inspection Correction List**").
- 6.5 If the City rejects a request for a Statement of Final Completion for a Rearrangement, LACMTA shall perform the corrections set out under the Full Final Inspection Correction List within 60 days (or such longer period as the Parties may mutually agree), following which LACMTA will again deliver a Notice requesting a Statement of Final Completion.
- 6.6 If the LACMTA Project Liaison does not agree with the corrections listed by the City Inspector under a Full Final Inspection Correction List, the matter will be referred to the issue resolution procedures under Section 2.5 (Issue Resolution) of this Agreement.
- 6.7 Until a Statement of Final Completion is issued to LACMTA, LACMTA shall provide and not withhold Work Order authorizations each Fiscal Year.
7. **Responsibility to Complete the Work**
- 7.1 Where a Statement of Partial Completion is issued with respect to a part (and not the whole) of a Rearrangement, LACMTA shall retain full responsibility for completion of the whole of the Rearrangement.
- 7.2 The issuance of a Statement of Partial Completion for a Rearrangement (or a part of a Rearrangement) shall not relieve LACMTA of its obligation to complete the work for the Punch List items and to promptly remedy any omissions and latent or unnoticed defects in the Rearrangement covered by the Statement of Partial Completion in accordance with the warranties under Section 9.2 (Warranty) of this Agreement.
- 7.3 Where a Statement of Partial Completion is issued, LACMTA shall retain full responsibility for completion of all Rearrangements for a Subject Transportation Project (including completion of all Punch List items) and for achieving satisfaction of the conditions to Final Completion for the Subject Transportation Project.
- 7.4 If LACMTA fails to complete all corrections listed on any of the City Inspector correction lists within 60 days (or such longer period as the Parties may mutually agree under Section 6.5 above), the matter will be referred to the issue resolution procedures under Section 2.5 (Issue Resolution) of this Agreement.
- 7.5 The City will be responsible for the maintenance, loss, or damage to a Rearrangement (or the applicable part of a Rearrangement) under a Statement of Partial Completion upon of that Statement of Partial Completion except that in accordance with Sections 7.1 to 7.3 above, it shall be LACMTA's continuing responsibility to complete and deliver every part, and the integrated whole, of all Rearrangements for the Subject Transportation Project and to satisfy the conditions to Final Completion for the Subject Transportation Project.
- 7.6 LACMTA's responsibilities under this Exhibit 10 and the inspection procedures under this Exhibit 10 are subject to Exhibit 5 (City-Performed Project Work) of this Agreement and the terms agreed with respect any City-Performed Project Work in accordance with that Exhibit 5 (City-Performed Project Work) of this Agreement.

CITY OF LOS ANGELES MASTER COOPERATIVE AGREEMENT



Board Item 2023-0560

AGENDA

1. History/Context
2. Process / Timeline
3. Key Terms of the MCA
4. Next Steps

MCA BACKGROUND

September 26, 1991

City and LACMTA executed an MCA focused on projects delivered under the Design/Bid/Build delivery method (Blue Line).

January 21, 2003

City and LACMTA executed a revised MCA that focused on projects delivered under the Design/Build delivery method (Eastside LRT).

September 30, 2020

Metro sent correspondence to former Mayor Garcetti terminating the 2003 MCA because LACMTA projects are not limited to rail and busway transit under traditional delivery methods and Measure R/M provides for a variety of multi-modal Transportation Projects with Metro contemplating alternative delivery methods.

October 16, 2020

Mayor Garcetti sent correspondence to Metro (1) acknowledging the termination of the MCA Documents and that the MCA Documents did not cover the breadth of LACMTA projects and (2) committing the City to negotiating a new MCA that strengthens the collaboration between the Parties.

MCA NEGOTIATION TIMELINE



KEY TERMS OF THE 2023 MCA

Scope of Agreement applies to light rail, heavy rail (including subway), busway, tram, highway, high occupancy toll lanes, bike path, active transportation or other forms of transportation or mobility systems delivered under any project delivery method.

Duration of Agreement Ten-year term.

Governance Establishes an MCA Executive Task Force.

Project Governance Designates a Project Liaison responsible for facilitating coordination between the Parties.

Issue Resolution If not resolved at the working-level, issues will be escalated in a matter of days to executive level decision makers for expedited resolution.

Early Involvement Cooperation and coordination during the Planning & Advanced Conceptual Engineering Phase to bilaterally agree on 'Project Definition' documents.

Utility Adjustments Cooperation and coordination to identify utility conflicts and ensure utility owners implement the utility adjustments required to address utility conflicts.

Design Improved procedures for submittal of the Designs of Rearrangements to the City and the City's review.

KEY TERMS OF THE 2023 MCA

City Standards Subject to exclusions set out in the definition of "Betterment", changes to the City Standards after the establishment of the Project Definition of a Transportation Project, will be considered a Betterment.

Construction Defined Construction requirements for rearrangements or any other Construction work performed in the public right-of-way and procedures for the inspection and acceptance.

Betterments In accordance with FTA requirements, all Betterments will be at the cost of the City. The new MCA sets out the procedure for identification, review, and approval of potential Betterments. LACMTA may refuse Betterments that are incompatible with the Transportation Project, do not comply with Applicable Law, or that are requested after establishing the Project Definition.

Special Permitting Process LACMTA and the City agree on the design and Construction requirements for Rearrangements of City facilities, agree on the permits that will be waived by the City and any required City fees applicable to Transportation Projects.

Support of Excavation Administrative approval process for City to accept LACMTA's review of its Contractor's shoring designs.

Inspection and Acceptance Rearrangements performed by LACMTA will be inspected to ensure the work was performed in accordance with the approved Designs and terms of the of the MCA.

NEXT STEPS

- After Board Approval, the new MCA will be considered for approval by the City of Los Angeles Board of Public Works and the City Council
- Comprehensive training program on new terms and conditions of the MCA will be initiated for both LACMTA and City Staff
- Staff will continue negotiations on the O&M Agreement which will be brought to the board by the end of 2024
- Continue discussions with LADWP on a Master Utility Cooperative Agreement