ATTACHMENT 2

COOPERATIVE AGREEMENT BETWEEN THE CITY OF INGLEWOOD AND THE INGLEWOOD TRANSIT CONNECTOR JOINT POWERS AUTHORITY FOR THE INGLEWOOD TRANSIT CONNECTOR (ITC) PROJECT
COOPERATIVE AGREEMENT
FOR THE
INGLEWOOD TRANSIT CONNECTOR PROJECT
BY AND BETWEEN
THE INGLEWOOD TRANSIT CONNECTOR JOINT POWERS AUTHORITY
AND
THE CITY OF INGLEWOOD
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COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT FOR THE INGLEWOOD TRANSIT CONNECTOR PROJECT, dated _____ (this “Agreement”) is made by and between the City of Inglewood (as defined in Section 1.4, “City”) and the Inglewood Transit Connector Joint Powers Authority (the “JPA”). City and the JPA are collectively referred to below as the “Parties”, and each individually as a “Party”.

RECITALS

A. City is planning the Inglewood Transit Connector project (“Project”) to improve transit access and mobility for its residents and community stakeholders. The Project is an approximately 1.6-mile long, three station, fully elevated, electrically powered automated transit system. When operational, the Project will provide access to new housing and employment centers, and sports and entertainment venues, located in the City of Inglewood, including the Kia Forum, SoFi Stadium at Hollywood Park, and the Intuit Dome.

B. City is currently procuring a developer to design, build, finance, operate, and maintain the Project (as defined in Section 1.4, the “Developer”).

C. After commercial close of the Project, City will transfer and assign to the JPA, and the JPA will accept and assume from City, all contracts City has in place for the Project, excluding this Agreement.

D. The Project alignment is located along Market Street, Manchester Boulevard, and Prairie Avenue, and includes improvements within the public right-of-way that will require certain approvals and permits from City.

E. During the term of the Project, improvements proposed by third parties within the public right-of-way or on private property within the vicinity of the Project may require coordination between City and the JPA.

NOW, THEREFORE, in consideration of the above Recitals and of the mutual promises and agreements contained herein, the Parties agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 Purpose and Scope of Agreement

1.1.1 The purpose of this Agreement is to build upon the existing relationship between City and the JPA by establishing a cooperative process for the analysis, planning, programming, design, permitting, construction, operation, and maintenance of the Project.

1.1.2 This Agreement establishes: (a) the Parties’ overall commitment to working cooperatively to facilitate delivery of the Project; (b) a process for coordination during the planning, design, construction, operation, and maintenance phases of the Project, including with respect to use of
City Right-of-Way for the Project and City and third-party activities within or immediately adjacent to the Project ROW; (c) City’s commitment to providing dedicated staff and support services for the Project; (d) the obligations of the Parties with respect to City utility relocations, the Inglewood Transit Connector Public Art Program, the acquisition of real property necessary to accommodate the Project, and landscape maintenance; (e) the status of preliminary roadway design and the roadway design requirements applicable to the Project; (f) a detailed submittals review process, including City’s required response times; (g) an efficient process for securing permits and other required governmental approvals for work for which City is the Authority Having Jurisdiction; (h) a process for identifying, planning, designing, and performing Rearrangements; (i) the process and requirements governing requests for lane and road closures and work authorization for nights, weekends, and holidays; (j) City’s inspection and testing procedures; (k) the manner in which City and the JPA will be reimbursed for work performed under this Agreement; and (l) dispute resolution procedures.

1.2 Term

This Agreement shall take effect on the Effective Date, and shall remain in effect until the earlier of:

(a) The expiration or termination of the DBFOM Agreement; and
(b) The termination of this Agreement by mutual consent of the Parties.

1.3 City Support

1.3.1 City shall provide the JPA with advice, support, and assistance with respect to public safety and security, transportation engineering, civil and structural engineering, illumination engineering, storm drain and sanitation engineering, and public works inspection, as related to the Project. City shall appoint dedicated staff, at the JPA’s or the Developer’s cost, to provide such assistance to the JPA, as needed.

1.3.2 During the early planning stages of the Project, City shall identify all Rearrangements and provide such information to the JPA. With respect to Rearrangements related to Utilities, the Parties shall comply with the requirements set forth in Exhibit A (Utilities).

1.4 Definitions

The following terms have the meanings set forth below:

1.4.1 Agreement has the meaning provided in the Preamble.

1.4.2 Alignment Interface Manager (AIM) has the meaning provided in Section 1.6.

1.4.3 Annual Work Plan has the meaning provided in Section 12.2.

1.4.4 Art Program has the meaning provided in Section 1.7.1.

1.4.5 ATS System has the meaning provided in the DBFOM Agreement.

1.4.6 Authority(ies) Having Jurisdiction (AHJ) means any Governmental Entity, organization, office, or individual responsible for enforcing the requirements of a regulation, permit, code, or standard, or for approving equipment, materials, an installation, or a procedure. The JPA is the AHJ for
improvements within the Project ROW that are part of the fixed-guideway transit system, including passenger stations, transit vehicle guideway, vehicles and operating systems, and maintenance and storage facility. City is the AHJ for work within City Right-of-Way.

1.4.7 Betterment means any upgrading of a City Facility that is not attributable to the construction of the Project and is made during the course of a Rearrangement at City’s request, including an increase in the capacity, capability, efficiency, or function of the facility over that which was provided by the existing City Facility, provided that the following are not considered Betterments:
(a) Any upgrade resulting from design or construction in accordance with the Contract Documents and/or applicable laws, codes, or standards.
(b) Any measures to mitigate environmental impacts identified in the Project’s Final Environmental Impact Report (FEIR) or Statement or any supplemental environmental reports.
(c) Replacement of devices or materials no longer regularly manufactured with an equivalent or better grade or size.
(d) Improvements or repairs to any City Facility necessitated by damage or degradation to such facility due to increased use of or impacts to such facility during construction of the Project.

1.4.8 Business Day means any weekday (i.e., Monday through Friday) except for those weekdays: (a) on which City offices are officially closed; or (b) that are federal holidays.

1.4.9 City means the City of Inglewood, California, including its officers, boards, departments, utilities, bureaus, staff, and agents, but excluding the JPA.

1.4.10 City Facility means a Facility that is owned by or under the jurisdiction of City.

1.4.11 City Interface Coordinator (CIC) has the meaning provided in Section 1.5.1.

1.4.12 City Response Deadline has the meaning provided in Section 3.4.1.

1.4.13 City Reviewers has the meaning provided in Section 3.4.1.

1.4.14 City Right-of-Way means the public right-of-way, including street improvements, traffic signals, streetlights, sidewalks, parkways, curbs, City Facilities, and any other public or quasi-public property or easement within or bordering a public street or roadway.

1.4.15 Codes and Standards has the meaning provided in Section 3.12.

1.4.16 Conflicting Facility means a Facility that requires Rearrangement.

1.4.17 Contract Documents means the DBFOM Agreement, the Technical Provisions, and other documents identified in Section 1.3 (Contract Documents; Rules to Reconcile Conflicting Provisions) of the DBFOM Agreement.

1.4.18 Coordination Working Group (CWG) has the meaning provided in Section 2.1.1.
1.4.19 **Day or day** means a calendar day, except that if the date to perform falls on a non-Business Day, such act or notice may be performed on the next Business Day.

1.4.20 **DBFOM Agreement** means the design-build-finance-operate-maintain agreement entered into by and between City and Developer in connection with the Project, to be assigned to the JPA in accordance with the process set forth therein.

1.4.21 **Developer** means the Project developer that executes the DBFOM Agreement with City.

1.4.22 **Effective Date** means the last date on which all parties to this Agreement have executed the Agreement, as described on the signature page.

1.4.23 **Facility** means real or personal property located within or near the Project ROW, including public streets, highways, bridges, retaining walls, alleys, sidewalks, storm drains, sanitary sewers, water, electric utility lines and appurtenances, survey monuments, parking lots, public landscaping and trees, traffic control devices, lighting equipment, and public police and fire alarm systems.

1.4.24 **Fiber Optic Facility (FO)** means City fiber systems including, but not limited to underground conduits, cables, and vaults.

1.4.25 **Governmental Entity(ies)** 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. Governmental Entity includes City, including all City departments, and the JPA, but only insofar as they act in a non-contractual capacity as an Authority Having Jurisdiction.

1.4.26 **Holiday** means one of the following holidays:
   (a) New Year’s Eve and New Year’s Day (December 30 through January 3);
   (b) Chinese New Year (dates to be confirmed annually);
   (c) Easter Holiday Weekend (Friday through Sunday);
   (d) Memorial Day Weekend (Friday through Monday);
   (e) Juneteenth (June 19 or observed date);
   (f) Independence Day (July 3 through noon on July 5);
   (g) Labor Day Weekend (Friday through Monday);
   (h) Thanksgiving Holiday (Monday through Monday); and
   (i) Christmas Holiday (December 23 through December 26).

1.4.27 **Inspection Case Manager** has the meaning provided in Section 9.1.2.

1.4.28 **JPA** has the meaning provided in the Preamble.

1.4.29 **JPA Representative** means the person identified by the JPA to act on behalf of the JPA during the planning, design, construction, operation, and maintenance phases of the Project.

1.4.30 **Major Event** has the meaning provided in the DBFOM Agreement.
1.4.31 **Metro** means the Los Angeles County Metropolitan Transportation Authority.

1.4.32 **Minor Event** means a Small Event and/or Medium Event, as defined in the DBFOM Agreement.

1.4.33 **O&M Limits** has the meaning provided in Section 7.1.

1.4.34 **Oversight Committee (OC)** has the meaning provided in Section 2.2.1.

1.4.35 **Pandemic Event** means the worldwide spread of a disease designated as an epidemic or pandemic by the World Health Organization or U.S. Centers for Disease Control and Prevention.

1.4.36 **Party(ies)** has the meaning provided in the Preamble.

1.4.37 **Permit** means a permit issued pursuant to the Inglewood Municipal Code for design, construction, or design and construction, of public works improvements.

1.4.38 **Planning Director** means City’s Economic & Community Development Director or designee.

1.4.39 **Project** has the meaning provided in Recital A.

1.4.40 **Project Plans** has the meaning provided in Section 5.2.

1.4.41 **Project ROW** means any real property (which term is inclusive of all estates and interests in real property), improvements, and fixtures within the D&C Limits (as defined in the DBFOM Agreement). The Project ROW generally follows Market Street from Florence Avenue south to Manchester Boulevard; Manchester Boulevard from Market Street east to Prairie Avenue; and Prairie Avenue from Manchester Boulevard south to Hardy Street. The Project ROW includes station sites on the southeast corner of Market Street and Florence Avenue; at the southwest corner of Manchester Boulevard and Prairie Avenue; and at the northwest corner of Hardy Street and Prairie Avenue.

1.4.42 **Project Schedule** means the latest of the following in effect:

   (a) Preliminary Baseline Schedule (as defined in Volume 3, Section 3.7 of the Technical Provisions);

   (b) Baseline Schedule (as defined in Volume 3, Section 3.8 of the Technical Provisions); and

   (c) Progress Schedule (as defined in Volume 3, Section 3.9 of the Technical Provisions).

1.4.43 **Protection in Place** means any action taken to avoid damaging a Facility which does not involve removing or relocating that facility, including staking the location of a facility, exposing the facility, locating construction equipment so as to avoid impacts to facilities, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, and installing physical barriers.

1.4.44 **Public Emergency** means any disaster, catastrophe, or emergency situation where the health, safety, or welfare of persons in the Project vicinity is threatened.

1.4.45 **Rearrangement** means: (a) the permanent and/or temporary removal, replacement, Protection in Place, restoration, alteration, reconstruction, support, or relocation of a City Facility or portion
thereof that is necessary to accommodate the Project; and (b) the installation of new City infrastructure due to Project impacts.

1.4.46 **Replacement Facility** means a Facility to be constructed or provided under the terms of this Agreement in connection with a Rearrangement or Betterment.

1.4.47 **Submittals** has the meaning provided in Section 3.1.

1.4.48 **Technical Provisions** means the documents included in the request for proposals (RFP) for the Project identified as Volumes 3 through 8 inclusive, as the same may be amended from time to time.

1.4.49 **Unpermitted Lane or Road Closure** has the meaning provided in Section 5.7.4(a).

1.4.50 **Utility(ies) or utility(ies)** means a facility for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar commodity, including any fire or police signal system. Necessary appurtenances to each utility facility (including the utility source, guide poles, service lines, supports, etc.) shall be considered part of the facility. Without limitation, any service lateral connecting directly to a utility shall be considered an appurtenance to that utility, regardless of the ownership of such service lateral.

1.4.51 **Utility Owner** means the owner or operator of any Utility (including both privately held and publicly held entities, cooperative utilities, and municipalities and other governmental agencies).

1.4.52 **Work Order** has the meaning provided in Section 5.3.2(a).

1.5 **City Interface Coordinator**

1.5.1 City shall designate a “**City Interface Coordinator**” or “**CIC**” who is responsible for identifying, receiving, and promptly communicating to the Alignment Interface Manager all third-party requests to City for planning and/or design review(s) or approvals to plan and permit construction within or immediately adjacent to the Project ROW. The CIC must communicate all such third-party requests to the Alignment Interface Manager within five Business Days of receipt.

1.5.2 The CIC is also responsible for coordinating City’s review of Submittals and ensuring such submittals are reviewed by City staff members and/or consultants who have the appropriate knowledge and experience.

1.6 **Alignment Interface Manager**

The JPA shall designate an “**Alignment Interface Manager**” or “**AIM**” who is responsible for managing the coordination and interface of the Project with third-party projects being planned, designed, and constructed within or immediately adjacent to the Project ROW.

1.7 **Art Program**

1.7.1 City is responsible for developing, administering, and overseeing the Inglewood Transit Connector Public Art Program (“**Art Program**”) on behalf of the JPA. Such responsibilities include: coordinating with the Developer, selecting artists and artworks, overseeing the fabrication,
installation, and specialized maintenance of artworks, establishing and collaborating with a community advisory panel, and reporting to City’s Arts Commission.

1.7.2 The Parties acknowledge and agree that proposed artworks and locations for artworks within the Project ROW shall be subject to the approval of the Safety and Security Review Committee (as defined in the DBFOM Agreement), which includes among its members representatives from the JPA.

1.7.3 The JPA shall, and shall require the Developer to, coordinate with selected artists as needed to achieve the Art Program’s objectives.

1.8 City Rights as CEQA Lead Agency

As the CEQA lead agency, City shall have the right to monitor and enforce the Mitigation Monitoring and Reporting Program (MMRP) for the Project. The JPA shall, and shall require the Developer to, cooperate with City as needed to meet City’s monitoring and enforcement obligations under the MMRP.

1.9 Preliminary Roadway Design

The Parties acknowledge and agree that:

(a) Preliminary roadway design for the Project has been advanced to an approximately 30% level of completion;

(b) City has received the resultant preliminary plans and specifications; and

(c) The Developer will be required to complete the plans and specifications based on the roadway design requirements set forth in Exhibit B (Roadway Design).

1.10 Final Design of ATS System

City shall require its Planning Director to review the final design of the ATS System against the checklist provided in Exhibit D (Final Design of ATS System Checklist). Such final design will be treated as a Submittal for Approval, as described in Section 3.2(d), and be subject to the same review period. City acknowledges and agrees that the Planning Director’s approval of the final design of the ATS System will not require any action from City Council.

ARTICLE 2
COORDINATION WORKING GROUP AND OVERSIGHT COMMITTEE

2.1 Coordination Working Group

2.1.1 City and the JPA shall establish a “Coordination Working Group” or “CWG” comprised of the CIC, the AIM, and designated mid-level managers from each Party. City shall ensure that its CWG representatives have relevant experience and are well-qualified for the role.

2.1.2 The CWG will meet monthly, or more frequently as deemed necessary by the CIC or AIM, to discuss, plan, and coordinate Project-related activities.

2.1.3 The AIM shall serve as the chairperson of the CWG and shall be responsible for preparing and circulating a meeting agenda to the CWG no later than five days prior to each CWG meeting. City understands and acknowledges that it is vital for its CWG representatives to review the agenda in
advance of the meeting and be fully prepared to participate effectively and efficiently in the discussions and decision making during the meeting. The AIM shall circulate draft meeting notes to the CWG for review and comment within five Business Days after each meeting, and final meeting notes no later than 10 days prior to the next CWG meeting.

2.2 Oversight Committee

2.2.1 City and the JPA shall establish an “Oversight Committee” or “OC” comprised of the CIC, the AIM, and designated senior managers from each Party.

2.2.2 The OC will meet quarterly, or more frequently as deemed necessary by the CIC or AIM, to resolve any Project-related issues raised by the CWG.

2.2.3 The CIC shall serve as the chairperson of the OC and shall be responsible for preparing and circulating a meeting agenda to the OC no later than five days prior to each OC meeting. The CIC shall circulate draft meeting notes to the OC for review and comment within five Business Days after each meeting, and final meeting notes no later than 10 days prior to the next OC meeting.

ARTICLE 3
SUBMITTAL REVIEW PROCESS

3.1 Delivery of Submittals to City

The JPA shall, or shall require the Developer to, promptly deliver to City any submittals (including documents, work product, and other written or electronic end-products, reports, or items) that require City’s attention, including submittals delivered or submitted by the Developer to the JPA under the DBFOM Agreement that impact City Facilities (“Submittals”). Each Submittal delivered to City under this section must include the following information: (a) the Submittal type, as described in Section 3.2; (b) the deadline for City’s response, if any, as described in Section 3.3; and (c) if the Submittal is a design submittal, whether the Submittal is a Preliminary Design Submittal, an Intermediate Design Submittal, or a Final Design Submittal (each as defined in the Technical Provisions).

3.2 Submittal Types

Submittals will consist of the following types:

(a) **Submittals for Information** – Submittals for City information do not include any deadline for City to respond. City may provide comments at any time or not at all. The JPA and the Developer shall have the right to proceed or act, but without prejudice to City’s right to subsequently comment, object, or reject if the Submittal does not meet applicable requirements.

(b) **Submittals for Review and Comment** – For any Submittal subject to City’s review and comment, City may respond at any time or not at all. If City does not respond within the time period identified in Section 3.3, the JPA and the Developer shall have the right to thereafter proceed or act, but without prejudice to City’s right to subsequently comment, object, or reject if the Submittal does not meet applicable requirements. City’s responses are limited to: (i) reviewed with no comments; (ii) reviewed with comments, resubmittal not required; or (iii) reviewed with comments, the JPA and the Developer to proceed, however, resubmittal required.
(c) **Submittals for Review and Acceptance** – For any Submittal subject to City’s review and acceptance, City will have the time period identified in Section 3.3 to respond. City’s responses are limited to: (i) reviewed and accepted; (ii) reviewed and accepted with comments, resubmittal not required; or (iii) reviewed and not accepted with comments, resubmittal required. The JPA and the Developer may not proceed or act until City responds.

(d) **Submittals for Approval** – For any Submittal subject to City’s approval, City will have the time period identified in Section 3.3 (City Response Time) to respond. City’s responses are limited to: (i) approved; (ii) approved with comments, resubmittal required; or (iii) not approved with comments, resubmittal required. The JPA and the Developer may not proceed or act until City responds. Unless expressly stated otherwise in this Agreement, any submittal provided to City for its approval shall be treated as a Submittal for Approval under this section.

### 3.3 City Response Time

City must respond to:

(a) All Submittals related to design, including Design Documents as defined in the DBFOM Agreement, within 30 days of receipt;

(b) All Submittals related to construction within 14 days of receipt; and

(c) All other Submittals within 14 days of receipt.

### 3.4 City Review; Additional Information

3.4.1 The CIC shall ensure that each Submittal delivered to City is reviewed by the appropriate City staff members and/or consultants, as determined by the CIC (“City Reviewers”). Subject to Section 3.8, City shall complete its review and provide its response, as needed, within the applicable time period set forth in Section 3.3 (“City Response Deadline”).

3.4.2 The JPA shall, and shall require the Developer to, provide any additional information related to a Submittal reasonably requested by City to facilitate City’s review within five days of such request.

### 3.5 City Responses

3.5.1 **City’s Review and Comment**

If a Submittal is subject to City’s review and comment, the JPA may, and may permit the Developer to, proceed with design, construction, or other work pending receipt of City’s comments or expiration of the applicable City Response Deadline, but the JPA shall require the Developer to bear all risks, financial or otherwise, and remedy any Nonconforming Work (as defined in the DBFOM Agreement) arising from such work.

3.5.2 **City’s Acceptance or Approval; Required Permits**

(a) If a Submittal is subject to City’s acceptance or approval, the JPA shall not, and shall not allow the Developer to, proceed without receiving City’s acceptance or approval, as applicable.

(b) Any Submittal related to work that requires a Permit shall be submitted to City for its approval and shall include a properly completed Permit application.
(c) City’s approval of a Final Design Submittal, or other final Submittal as appropriate, related to work that requires a Permit shall be deemed an approval of the corresponding Permit application and City shall, within five days of such approval, issue to the JPA and/or the Developer all Permits required for the performance of the work set forth in the approved final Submittal.

(d) City’s approval of a final Submittal shall not be withheld if such Submittal is consistent with an earlier version of the Submittal that has been modified as appropriate to incorporate and reflect City’s comments and requests.

3.5.3 City Comments

To the extent City’s response to a Submittal includes comments, the CIC shall consolidate all comments from City Reviewers and resolve any conflicting comments as set forth in Section 3.6. Comments provided by City must:

(a) Be comprehensive and free of internal inconsistencies;
(b) Identify all required Rearrangements; and
(c) Identify any Betterments requested by City, as set forth in Section 3.14.2.

The JPA shall provide City’s comments to the Developer in full, subject to any mutually agreed upon changes.

3.6 Resolution of Conflicting Comments Between City Reviewers

The CIC shall coordinate comment resolution meetings with City Reviewers to resolve any conflicting comments. Any conflicting comments that remain unresolved through such meetings shall be submitted by the CIC to the City Director of Public Works for review and final determination.

3.7 Resolution of Conflicting Comments Between the Parties

City and the JPA shall coordinate comment resolution meetings in case of conflicting comments as between City and the JPA. Such meetings must be held within five days of a Party’s request. Any conflicting comments that remain unresolved through such meetings shall be subject to the dispute resolution procedures set forth in Article 13.

3.8 Extension of City Response Deadline and Request for Expedited Review

3.8.1 The Parties shall negotiate and agree in good faith on any necessary extensions of City Response Deadlines to accommodate: (a) particularly complex or comprehensive Submittals; and/or (b) more than five Submittals delivered simultaneously to City for review. Submittals are considered “delivered simultaneously” if the review time periods available to City for two or more Submittals entirely or partially overlap.

3.8.2 For Submittals delivered simultaneously to City, the JPA may provide notice to City including a requested order of priority for processing such Submittals. Upon receipt of such notice, City shall use reasonable efforts to accommodate the requested order of priority.

3.8.3 The JPA may, by notice to City, request expedited action on a specific Submittal. City has no obligation to expedite any Submittal but upon receipt of such a request shall use best efforts to accommodate such request.
3.9 Failure to Meet City Response Deadline

If City fails to respond to a Submittal by the City Response Deadline, the JPA shall provide notice to City and extend the deadline by five Business Days. City’s failure to provide comments by the extended deadline shall be subject to the dispute resolution procedures set forth in Article 13.

3.10 City Meetings with Developer

The CIC, and the appropriate City Reviewers as determined by the CIC, shall participate in meetings with the Developer, as requested by the JPA, to facilitate the Submittal review process and minimize backlogs and delay.

3.11 Look-Ahead Schedule

Prior to the 10th day of each month, the JPA shall, or shall require the Developer to, provide City with a look-ahead schedule that sets forth: (a) the anticipated Submittals that City will be required to review in the next three months; and (b) the expected timing of such review.

3.12 Applicable Criteria

The codes, standards, and regulations ("Codes and Standards") that apply for the purposes of City’s review of Submittals are those applicable to the Developer under the DBFOM Agreement, as such Codes and Standards may be updated as set forth therein.

3.13 Changes to Approved Submittals

Following City’s approval of a Submittal, any changes to the Submittal will require City’s review and re-approval, which shall not be unreasonably withheld.

3.14 Rearrangements and Betterments

3.14.1 Unless otherwise agreed upon by the Parties, the JPA shall be, or shall require the Developer to be, responsible for developing designs, plans, and specifications for Rearrangements.

3.14.2 As early as possible in the Submittal review process, City shall inform the JPA of any Betterments it requests. Such requests must include: (a) a detailed description of the requested Betterment, including the requested Replacement Facility, if any; and (b) proposed designs, plans, and specifications for the Betterment.

3.14.3 City acknowledges and agrees that the JPA and the Developer are not obligated to approve a requested Betterment unless City agrees that City is responsible for paying all costs and Developer delay claims associated with such Betterment.

ARTICLE 4
PERMITS

4.1 Permit Applications

4.1.1 Prior to commencing any work that requires a Permit, excluding work governed by Section 4.2, the JPA shall, or shall require the Developer to, submit a properly completed Permit application to City for its approval. The JPA shall not, and shall not allow the Developer to, commence any such work until City has issued the required Permits.
4.1.2 As a condition to approval of a Permit application, City may request, and the JPA shall, or shall require the Developer to, provide any additional information and materials as City reasonably deems necessary, including any Project Plans described in Section 5.2. City must make any such request within seven days of its receipt of a properly completed Permit application.

4.1.3 City shall issue a Permit no later than five days after the JPA or the Developer has delivered to City a properly completed Permit application and all other required information and materials requested by City to City’s satisfaction. City’s failure to issue such Permit within this time frame shall be subject to the dispute resolution procedures set forth in Article 13.

4.1.4 Applications for traffic control permits and approvals will be required to include a worksite traffic control plan, as described in Section 5.2.1.

4.1.5 The JPA shall be, or shall require the Developer to be, responsible for:
   (a) Customary Permit fees charged by City; and
   (b) The cost of additional dedicated staff time and services provided by City to expedite the Permit review process over and above City’s regular Permit review staff (the cost of whose services are included in City’s customary Permit fees).

4.2 JPA Powers

4.2.1 City acknowledges and agrees that the JPA has powers as an independent agency to establish and enforce design, building, and other technical standards and requirements, including the applicable Codes and Standards, for the fixed facilities and the operating system for the automated transit system to be constructed as part of the Project as more particularly described in the DBFOM Agreement. As such, all elements of the fixed facilities and operating system of the automated transit system will be subject to the standards and requirements set forth in the Technical Provisions or incorporated therein by reference, and to other applicable codes, standards, and laws, and to the JPA’s review and approval rights, without need for obtaining separate governmental approvals from City.

4.2.2 The JPA acknowledges and agrees that Section 4.2.1 does not waive, reduce, or otherwise affect:
   (a) the land use, zoning and police powers and authority of City, including the requirement set forth in Volume 3, Section 10.5 of the Technical Provisions for City review of a Project site plan for compliance with the ITC Design Standards and Guidelines;
   (b) the requirement for the Developer to obtain tree removal permits from City under the DBFOM Agreement;
   (c) City’s right to enforce the provisions of Third Party Agreements (as defined in the DBFOM Agreement) that either impose on City obligations delegated to the Developer or impose restrictions affecting Project work;
   (d) all regulatory and other authority of City and its Department of Public Works and Building and Safety Division respecting:
      (i) the elements of the Project that will not be owned by the JPA, including City Facilities and other improvements in the City Right-of-Way;
      (ii) lane closures or other restrictions on use of or access to City Right-of-Way; or
      (iii) performance of work outside the Project ROW;
(e) Metro’s jurisdiction, authority, and approval rights over those elements of the Project located within property owned by Metro; and

(f) the jurisdiction and requirements, including required governmental approvals, of any AHJ other than City’s Department of Public Works or Building Safety Division (except as provided in clause (d) above), including the State Fire Marshal, the County of Los Angeles Fire Department, the California Public Utilities Commission, the Air Quality Management District, and the Regional Water Quality Control Board.

ARTICLE 5
CONSTRUCTION

5.1 Conditions to Construction
The JPA shall not, and shall not allow the Developer to, commence any construction work on the Project that impacts City Facilities until:

(a) City has issued any and all required Permits;
(b) City has approved all required Project Plans, as described in Section 5.2; and
(c) If the construction work involves underground work, the JPA or the Developer has notified Underground Service Alert Southern California, in accordance with California law.

5.2 Project Plans
From time to time, including as a condition to the commencement of construction work as set forth in Section 5.1, City may request the JPA to submit one or more of the following plans (“Project Plans”) for City’s approval.

5.2.1 Worksite Traffic Control Plan
The worksite traffic control plan shall address the JPA’s (or the Developer’s) approach to handling pedestrian and vehicular traffic in and around the Project ROW during construction work. Such plan must include:

(a) lanes and roads proposed for full or partial closure and the duration of such closures;
(b) traffic lane requirements for streets impacted by construction activities;
(c) any removal and/or replacement of metered and unmetered, on-street and off-street parking;
(d) haul and delivery routes; and
(e) the anticipated work schedule.

5.2.2 Traffic Circulation Plan
The traffic circulation plan shall address the JPA’s (or the Developer’s) approach to: (a) maintaining pedestrian and vehicular access to businesses and other properties adjacent to the Project ROW during construction; and (b) ensuring safe access and circulation for pedestrians and vehicular traffic. Such plan must show all lane and road closures, detours, signage, and other pertinent information.
5.2.3 Temporary Traffic Signal Plan

The temporary traffic signal plan shall address temporary traffic signal requirements for each phase of work that impacts traffic and involves traffic control details.

5.2.4 Street Lighting Plan

The street lighting plan shall:

(a) address the JPA’s (or the Developer’s) approach to ensuring the safety and security of vehicular and pedestrian traffic on streets adjacent to the Project ROW at night;

(b) comply with City’s standards and requirements, and the requirements of Recommended Practice: Lighting Roadway and Parking Facilities (Illuminating Engineering Society) and Southern California Edison (SCE);

(c) show lane and road closures, detours, lighting devices, circuit and power service connections, and other pertinent information; and

(d) incorporate lighting levels to maintain safe access to businesses and other properties adjacent to the construction areas, and to ensure safe circulation for pedestrian and vehicular traffic.

5.2.5 Transportation Management Plan

The transportation management plan shall:

(a) define how traffic operations and parking will be managed and maintained during each phase of construction;

(b) be in accordance with the most recent Transportation Management Plan Guidelines published by Caltrans as of the Setting Date (as defined in the DBFOM Agreement);

(c) establish a clear protocol to address traffic issues, property access, emergencies, incidents, special events, and contingency plans during construction; and

(d) be coordinated with any third parties who are responsible for traffic management.

5.2.6 Pedestrian Access Plan

The pedestrian access plan shall address pedestrian wayfinding and access to local businesses and public transit.

5.3 Rearrangements

5.3.1 JPA/Developer Construction of Rearrangements

(a) Unless otherwise agreed upon by the Parties, the JPA is responsible for the construction of all Rearrangements. The JPA shall, or shall require the Developer to, construct all Rearrangements in accordance with: (a) the design, plans, and specifications set forth in the relevant final Submittal approved by City; and (b) the Project Schedule.
Upon the completion of construction of a Rearrangement under this Section 5.3.1, the JPA shall, or shall require the Developer to: (i) promptly notify City in writing; and (ii) arrange for a City inspection of such Rearrangement as described in Section 9.1. City shall notify the JPA and the Developer of the date of such inspection no later than five Business Days prior to the date of such inspection.

The JPA shall, or shall require the Developer to, perform all required testing for backfill compaction for utilities within City Right-of-Way and all Facilities owned or operated, or to be owned or operated, by City. City shall be responsible for inspecting such work.

If a Rearrangement involves traffic signal or traffic management device construction, or impacts traffic control devices, the JPA shall, or shall require the Developer to, coordinate with City for City inspections of such construction, including with respect to system operability.

If a Rearrangement involves street lighting construction or impacts street lighting (whether permanent or temporary), the JPA shall, or shall require the Developer to, coordinate with City for City inspections of such construction.

City Construction of Rearrangements

If the Parties agree that City shall be responsible for the construction of a Rearrangement, the JPA shall, or shall require the Developer to, issue a work order for such construction ("Work Order") that includes, at a minimum, the proposed scope of work and schedule for completion.

The City shall, or shall require its contractor to: (a) construct the Rearrangement in accordance with the design, plans, and specifications set forth in the relevant final Submittal approved by City and any other terms set forth in the Work Order; and (b) perform such construction in a manner that minimizes negative impacts to the Project Schedule.

Upon the completion of construction of a Rearrangement under this Section 5.3.2, City shall: (i) promptly notify the JPA and the Developer in writing; and (ii) arrange for a City inspection of such construction that the JPA and the Developer may attend. City shall notify the JPA and the Developer of the date of such inspection no later than five Business Days prior to the date of such inspection.

As-Built Drawings of Rearrangements

The Party responsible for construction of a Rearrangement shall also be responsible for preparing the as-built drawings of the Rearrangement upon its completion.

The Party responsible for preparing the as-built drawings shall furnish hardcopies of such drawings to the other Party within 120 days of completion of the Rearrangement. Any as-built drawings furnished must also include electronic files in the appropriate format for the relevant disciplines.
(c) The Party responsible for preparing the as-built drawings shall redact from such as-built drawings any portions requested by the other Party to be treated as confidential for reasons of public safety.

5.5 Haul Routes

5.5.1 The JPA shall, or shall require the Developer to, establish designated delivery and haul routes that are consistent with: (a) established City haul routes; (b) environmental approvals for the Project; (c) the Developer’s Construction Management Plan; and (d) any other applicable constraints, and submit such routes to City for its approval.

5.5.2 The Parties acknowledge and agree that the JPA and the Developer may utilize the following streets as haul routes for the Project: Prairie Avenue, Manchester Boulevard, Florence Avenue, and Century Boulevard.

5.6 Private Projections in Public Ways

If the JPA determines that a private projection in, over, or under a City Facility or City Right-of-Way must be removed to accommodate the Project, the JPA shall coordinate with City, and City shall take all reasonable action within its powers to pursue the elimination of such projection prior to the scheduled start of Project construction in the affected area. If City has no right or ability to eliminate, move, remove, or otherwise terminate the encroachment, the JPA may arrange for removal of such projection through exercise of its powers of eminent domain, negotiation with the owner, or otherwise. City shall cooperate with and assist the JPA in its efforts to minimize the cost to eliminate, move, remove, or otherwise terminate projections where determined necessary by the JPA.

5.7 Lane and Road Closures

5.7.1 Lane and Road Closure Requests

Each of the JPA and the Developer may submit written requests to City for permanent or temporary, full or partial, lane and road closures necessary for construction of the Project. Such requests are subject to City’s review and approval, and must:

(a) Identify the lane or road closure limits;

(b) Provide a lane or road closure schedule;

(c) Identify any removal and/or replacement of metered and unmetered, on-street and off-street parking;

(d) Identify the businesses to be impacted by the lane or road closure;

(e) Include a traffic management plan, as described in Section 5.2.5;

(f) Include a pedestrian access plan, as described in Section 5.2.6; and

(g) Include any other Project Plans that City may reasonably request.

5.7.2 City Approval of Lane and Road Closure Requests

Upon approval by City of the JPA’s or the Developer’s requested lane or road closure:
(a) City shall initiate the appropriate proceedings and establish and provide to the JPA and the Developer the necessary conditions to facilitate such lane or road closure.

(b) The JPA shall, or shall require the Developer to, coordinate with City to promptly provide lane and road closure information to the traveling public.

5.7.3 Lane and Road Closure Requirements

The JPA shall, and shall require the Developer to, comply with the requirements set forth in Exhibit C (Lane and Road Closures).

5.7.4 Unpermitted Lane and Road Closures

(a) If the Developer fully or partially closes a traffic lane or road without first receiving City’s approval (“Unpermitted Lane or Road Closure”), the JPA shall have the exclusive right to impose liquidated damages on the Developer, as described in the DBFOM Agreement.

(b) The City acknowledges and agrees that the liquidated damages imposed on the Developer, as described in Section 5.7.4(a), shall be in lieu of any fines or penalties that City may impose under the Inglewood Municipal Code.

(c) The JPA shall remit to City 80% of any liquidated damages imposed and received under the regime described in Section 5.7.4(a). The JPA may retain the remaining 20% to cover the costs of administering such regime.

(d) The decision to impose or not impose liquidated damages or to impose less than the amount allowed under the DBFOM Agreement for an Unpermitted Lane or Road Closure shall be in the JPA’s sole discretion.

(e) City and the JPA shall both have the right to remove any Unpermitted Lane or Road Closures if such removal does not create a public safety hazard.

5.8 Emergency Access

The JPA shall, and shall require the Developer to, allow City representatives to access the Project ROW to perform any emergency repairs to City Facilities that are necessary to prevent the threat of immediate damage, injury, or loss to persons or property.

5.9 Waste Generated by Project

5.9.1 The JPA shall, or shall require the Developer to, remove from the Project ROW and dispose of all waste that is generated as a result of implementing the Project, in compliance with all applicable local, state, and federal laws and regulations.

5.9.2 If the waste is considered a hazardous waste under state or federal law, the JPA shall, or shall require the Developer to, complete a hazardous waste manifest identifying the Developer as the generator of the waste, pursuant to the terms of the DBFOM Agreement.

5.9.3 The JPA is not responsible for removing any waste from the Project ROW that is not generated by the Project.
5.10 **Temporary Use of City Facilities**

5.10.1 During construction of the Project, the JPA or the Developer may require temporary use of certain City Facilities to facilitate construction work. The JPA shall, or shall require the Developer to, submit a written request to City for use of any such City Facilities for City’s approval. Such written request must identify the relevant City Facilities, the basis for such request, the proposed schedule for such use, and any other information City may reasonably request.

5.10.2 Upon City’s approval of any such request, which may not be unreasonably withheld, City shall make such City Facilities available to the JPA and the Developer at no cost to the JPA or the Developer. However, the JPA or the Developer will be responsible for any reasonable costs incurred by City in making such City Facilities temporarily available to the JPA and the Developer.

5.10.3 The JPA and the Developer are responsible for obtaining all required Permits before making use of any City Facilities as approved by City under this Section 5.10.

5.10.4 Upon completion of the related work, or the JPA’s or the Developer’s determination that temporary use of the City Facilities is no longer needed, the JPA shall, or shall require the Developer to, provide written notice to City and restore the City Facilities to a condition that is equal to or better than the condition that existed immediately before the JPA’s or the Developer’s temporary use, unless otherwise agreed upon by the Parties.

5.11 **Nights, Weekends, Holidays, and Other Restrictions**

5.11.1 Prior to performing any construction work on the Project at night (8:00 PM – 5:00 AM) or on weekends (Saturday and Sunday), the JPA shall, or shall require the Developer to, acquire City approval for such work, in accordance with the provisions of the Inglewood Municipal Code.

5.11.2 The noise level of construction work at night and on weekends may not exceed the limits set forth in the CEQA Mitigation Monitoring and Reporting Program (MMRP) and ITC Construction Commitment Program Matrix (CCP).

5.11.3 On nights where an event not classified as a Major Event is taking place at the Kia Forum, SoFi Stadium at Hollywood Park, and/or the Intuit Dome, the JPA shall, or shall require the Developer to, maintain:

(a) Two lanes of traffic in the westbound direction on Manchester Boulevard from 4:00 PM until two hours after the event concludes;

(b) Two lanes of traffic in the eastbound direction on Manchester Boulevard between 4:00 PM and 8:00 PM;

(c) One lane of traffic in the eastbound direction on Manchester Boulevard from 8:00 PM until one hour after the event concludes; and

(d) Five lanes of traffic on Prairie Avenue from 4:00 PM until two hours after the event concludes.

5.11.4 On days where a Major Event is taking place at SoFi Stadium, no construction work that would impact the traffic lanes on Manchester Boulevard and Prairie Avenue is permitted for the entire day. On such days: (a) four lanes on Manchester Boulevard and six lanes on Prairie Avenue must be open and operational for the entire day; and (b) the JPA shall, or shall require the Developer to, take measures to avoid interfering with City’s traffic control operations.
5.11.5 On Holidays (including the day before and after the Holiday), no construction work that would impact any traffic lanes and/or sidewalks is permitted without City’s prior written approval.

ARTICLE 6
PROPERTY INTERESTS

6.1 City Provision and Acquisition of Property Interests

6.1.1 City and JPA responsibilities with respect to right-of-way acquisition for the Project will be set forth in an amendment to this Agreement.

6.1.2 City shall provide to the JPA and the Developer, at no cost to either the JPA or the Developer, all necessary surface, subsurface, and aerial rights and permissions in City Facilities that are required for the construction, operation, and maintenance of the Project.

6.2 City and Third-Party Activities in the Project ROW

6.2.1 During the construction phase of the Project, before City may undertake, or allow third parties to undertake, activities within or immediately adjacent to the Project ROW, City and the JPA shall first jointly perform a detailed review and analysis to determine whether such activities would adversely impact construction work on the Project. If it is determined that such activities would adversely impact construction work on the Project, City shall, to the extent possible, establish requirements and conditions for such activities, and coordinate with the JPA and the Developer, to avoid and mitigate their impact on the Project.

6.2.2 The activities referenced in Section 6.2.1 include the construction of new facilities, repairs or modifications of existing facilities, and similar activities.

6.3 Properties for Rearrangements and Betterments

6.3.1 City is responsible for: (a) acquiring any additional properties that are required for a Rearrangement or Betterment; and (b) providing to the JPA and the Developer, all surface, subsurface, and aerial rights and permissions to such properties.

6.3.2 The JPA shall be responsible for any reasonable costs related to City’s acquisition of any additional properties for a Rearrangement.

ARTICLE 7
LANDSCAPE MAINTENANCE

7.1 JPA Responsibility

The JPA shall be, or shall require the Developer to be, responsible for landscape maintenance in the areas designated as the Developer O&M Limits of Responsibility in Exhibit E (O&M Limits) ("O&M Limits") for the term of the DBFOM Agreement.

7.2 City Responsibility

For areas outside of the O&M Limits for which the Developer is responsible for designing and constructing landscaping under the DBFOM Agreement, the JPA shall be, or shall require the Developer to be, responsible for landscape maintenance for a period of three years beginning on the Passenger Service
Availability Date. Upon the expiration of this three-year period, such landscape maintenance will be City’s responsibility.

ARTICLE 8
SALVAGED MATERIALS

8.1 Salvage

8.1.1 The JPA may, and may allow the Developer to, use, store, or dispose of materials that are removed during the construction of a Rearrangement, unless otherwise directed by City.

8.1.2 If City wishes for materials removed during the construction of a Rearrangement to be salvaged, the JPA shall, or shall require the Developer to, exercise reasonable care in the removal and storage of such materials until such time as the progress of work allows for the reinstallation or delivery to City of such materials.

8.1.3 As provided in Section 11.2, the JPA or the Developer shall receive a credit for any materials salvaged and reinstalled on behalf of or delivered to City pursuant to this article.

ARTICLE 9
INSPECTION AND TESTING

9.1 Inspection

9.1.1 City shall have the right to inspect any elements of the Project that are or will be owned by or under the jurisdiction of City, in accordance with City’s standard policies and practices. For clarity, City shall not inspect the ATS System.

9.1.2 City shall designate an “Inspection Case Manager”, at the JPA’s or the Developer’s cost, who is dedicated to the Project and is responsible for: (a) ensuring that City inspections are promptly completed with minimal impact to the Project Schedule; and (b) ensuring that a City inspector is available to perform inspections within 24 hours of a request by the JPA or the Developer.

9.1.3 The Inspection Case Manager shall coordinate with the AIM to ensure that: (a) all Project inspections, including inspections by City, are coordinated; (b) requests for information arising out of City inspections are addressed in a timely manner; and (c) correction notices arising out of City inspections are tracked, reviewed, and resolved.

9.1.4 All inspection reports arising out of City inspections must be distributed to the Parties by the City inspector within 72 hours after the subject inspection. The Parties may mutually agree to remove and replace a City inspector upon one Party’s written request. Any disagreement between City and the JPA regarding a request for removal of a City inspector shall be subject to the dispute resolution procedures set forth in Article 13.

9.1.5 All City inspections of Project work may be attended by representatives from both Parties and the Developer.

9.1.6 City shall provide immediate verbal notice to the JPA and the Developer of any deficiencies in work discovered during a City inspection. The City inspector shall generate a final correction list and the Party responsible for the work found to be deficient shall be responsible for coordinating the correction of such work with the City inspector.
9.1.7 Upon the City inspector’s determination that a Rearrangement, any corrective work, or other construction work has been completed and is acceptable, the City inspector shall issue a written statement of completion indicating that such work has been accepted. Upon the City inspector’s issuance of such statement, the Party responsible for the accepted work shall furnish the relevant as-built drawings and post-construction documents to the other Party within 120 days.

9.2 Materials Testing

9.2.1 City shall have the right to test materials to be used on any elements of the Project that are or will be owned by or under the jurisdiction of City, in accordance with City’s standard policies and practices. City’s right to test materials under this Section includes the right to perform related plant inspections. For clarity, City shall not test materials for the ATS System.

9.2.2 City shall notify the JPA and the Developer by 12:00 PM of the Business Day prior to the day City intends to perform a plant inspection.

9.2.3 All materials testing and plant inspections performed by City under this Section may be attended by representatives from both the JPA and the Developer.

9.2.4 City shall provide copies of the materials testing reports to the JPA and the Developer within seven Business Days after such tests. City shall also provide the JPA and the Developer with access to the samples used for testing.

9.3 Equipment and Prototype Testing

9.3.1 Equipment to be installed on the Project that will be owned by or under the jurisdiction of City must be evaluated, tested, and approved by City prior to installation. For clarity, City shall not evaluate, test, or approve equipment for the ATS System.

9.3.2 No later than 60 Business Days prior to the scheduled date of installation of any such equipment, the JPA shall, or shall require the Developer to, submit: (a) shop drawings of such equipment, stamped and signed by a licensed structural or civil engineer registered in the State of California; and (b) a prototype of such equipment to the relevant City department for approval.

9.3.3 Written approval from City on the shop drawings described in Section 9.3.2(a) is required prior to fabrication of any new equipment intended for installation.

ARTICLE 10
REIMBURSEMENTS TO CITY

10.1 Reimbursements

10.1.1 The JPA shall reimburse City for reasonable costs incurred by City for work performed by City or City’s contractors pursuant to this Agreement or a Work Order, including City’s costs for:

(a) Providing dedicated City staff and support services for the Project, as described in Section 1.3.1;

(b) Issuing Permits, as described in Section 4.1.5;

(c) Making City Facilities temporarily available to the JPA and the Developer to facilitate construction work, as described in Section 5.10.2;

(d) Acquiring additional properties for Rearrangements, as described in Section 6.3.2; and
(e) Abandoning Conflicting Facilities, as described in Section 10.3.

10.2 Costs

10.2.1 The term “cost” as used in this Article 10 means:

(a) Direct costs, which includes allowable direct labor, equipment, and materials costs; and

(b) Indirect costs, which shall be computed based upon the indirect cost rates approved annually for City by its cognizant agency (currently the United States Department of Labor pursuant to Circular A-87 of the Office of Management and Budget and Publication OASC-10), for allocation to federally funded or state funded contracts, as adjusted to prevent the JPA from being allocated a share of the relevant City department’s overhead for costs already being paid by the JPA if/when City staff are housed in the JPA’s offices.

10.2.2 Unless the Internal Revenue Service issues regulations or rulings to the contrary, “cost” as used in this Article 10 does not include taxes purportedly arising or resulting from the JPA’s payments to City under this Agreement.

10.2.3 Notwithstanding the foregoing, the Parties may establish upon mutual agreement a fixed price for the design and/or construction of Rearrangements or Betterments to be performed by City. The specific terms of such agreement must be set forth in the applicable Work Order.

10.3 Reimbursement for Abandoned Facilities

In cases where City and the JPA agree that construction of the Project will eliminate the need for a specific Conflicting Facility, the JPA will not be required to replace or compensate City for the Conflicting Facility. In this case, the JPA shall compensate City only for reasonable costs incurred in properly abandoning the Conflicting Facility, including costs relating to the presence or existence of any environmental hazard on, in, under, or about the Conflicting Facility, including any "hazardous substance" as that term is defined under the Comprehensive Environmental Response Compensation and Liability Act. Where such environmental hazard is caused by a third party, City shall assist the JPA with the determination of the party responsible for the "hazardous substance" and in holding such party accountable for the measures necessary to remediate the site.

ARTICLE 11
REIMBURSEMENTS AND CREDITS TO THE JPA

11.1 Reimbursements

11.1.1 City shall reimburse the JPA or the Developer for reasonable costs incurred by the JPA or the Developer for work performed by the JPA or the Developer pursuant to this Agreement or a Work Order, including all costs and Developer delay claims associated with Betterments, as described in Section 3.14.3.

11.1.2 The cost of a Betterment (excluding any related Developer delay claims) shall be the cost of the design and construction of the Rearrangement with the Betterment, less the cost of design and construction of the Rearrangement without the Betterment. The amount of Betterment payments must be reconciled by the Parties against actual costs upon completion of the Betterment.
11.2 Credits

11.2.1 The JPA or the Developer shall receive a credit for any materials salvaged and reinstalled on behalf of or delivered to City pursuant to Article 8.

11.2.2 The amount of credit due to the JPA or the Developer for the salvage of materials as described in Article 8 shall be based on the depreciated value of like or similar materials, and the storage and transportation costs of such materials salvaged for City's use as directed by City, as mutually agreed upon by the Parties.

11.3 Costs

11.3.1 The term “cost” as used in this Article 11 means the direct and indirect costs actually incurred by the JPA or the Developer and attributable to activity or work performed and/or materials acquired in performing work pursuant to this Agreement.

(a) Direct costs include allowable direct labor, equipment, and materials costs; and

(b) Indirect costs include administrative and overhead costs at the rate established by the JPA from time to time.

11.3.2 The term “cost” also includes additional costs due from the JPA to the Developer as a direct result of changes in design for which City is responsible in connection with a Rearrangement or Betterment.

11.3.3 The JPA shall maintain records showing actual time expended and costs incurred for activities and work performed pursuant to this Agreement and provide a reasonable formula to determine the JPA’s administrative and overhead costs.

ARTICLE 12
ADMINISTRATIVE REQUIREMENTS

12.1 Work by City

12.1.1 To the extent possible, City must perform all work and fulfill all obligations under this Agreement in a manner that minimizes negative impacts to the Project Schedule.

12.1.2 Subject to its own staffing and workload requirements, City shall allocate sufficient staff and other resources necessary to provide the level of service required to meet its obligations under this Agreement and any Work Orders.

12.2 Annual Work Plans

The Parties shall work cooperatively to develop a mutually agreed upon “Annual Work Plan” for each fiscal year that sets forth the work to be performed by City, in accordance with this Section 12.2.

12.2.1 No later than three months before the start of each fiscal year, which begins on October 1, the JPA shall, or shall require the Developer to, provide City with a draft Annual Work Plan that identifies anticipated Project activities and requirements for the next fiscal year. Such draft Annual Work Plan must include: (a) a list and description of work items that the JPA anticipates will be requested of City; and (b) the estimated schedule for such work items.

12.2.2 Within 30 Business Days of receiving the draft Annual Work Plan, City shall prepare and submit to the JPA its estimated staffing requirements and an estimate of the costs that the JPA will be required to reimburse to City for such work.
12.2.3 The Parties shall work cooperatively to establish a final Annual Work Plan that establishes City’s dedicated staff positions and hour commitments required for the Project in the next fiscal year and the applicable hourly rates.

12.3 Work Orders

12.3.1 Within 60 days after the final Annual Work Plan has been agreed upon by both Parties in writing, the JPA shall issue to City a Work Order that includes: (a) each work item identified in the Annual Work Plan; (b) the compensation rates for City staff based on the hourly rates provided in the Annual Work Plan; (c) the estimated total cost of work that the JPA will be required to reimburse to City; and (d) the anticipated schedule for all work items.

12.3.2 City acknowledges and agrees that, due to the dynamics of the Project and related construction, such Work Orders will be subject to amendments (including additions, deletions, and modifications) and additional Work Orders may be issued throughout the year as deemed appropriate by the JPA for the Project. Any such amendments or additional Work Orders will be subject to City’s written approval.

12.3.3 The JPA acknowledges and agrees that its requests for staffing or support from City is contingent upon available staffing and customary hiring processes at City. City agrees to provide and, if necessary, hire qualified individuals to provide the necessary support for the Project.

12.4 Work Order Changes

12.4.1 City shall submit any proposed amendments to a Work Order in writing to the JPA for its prior written approval. However, any proposed change occasioned by a Public Emergency may be submitted to the JPA verbally or by telephone and shall be confirmed later in writing by City.

12.4.2 City shall notify the JPA if at any time City has reason to believe that the total costs under a Work Order will be in excess of ten percent (10%) greater than the estimated total cost set forth in the Work Order, and the reasons for such cost overruns. City and the JPA shall promptly meet and confer and cooperate to address such issues.

12.4.3 The JPA may terminate any Work Order at any time in its sole discretion and shall reimburse City for any costs already incurred by City under such Work Order. City will not be reimbursed for costs expended in excess of any maximum amounts stated in a Work Order unless approved in advance by the JPA; provided that, if the JPA terminates a Work Order and such termination results in a lack of funding for the staff necessary for City to meet its obligations under this Agreement, then the affected City department will be relieved of its obligations under this Agreement to the extent that the lack of staffing resulting from such shortfall prevents City department from meeting such obligations.

12.5 City Billings to the JPA

City shall bill the JPA for amounts owing to City, described in Section 10.1.1, in accordance with this Section 12.5.

12.5.1 Except as otherwise agreed upon, City shall bill the JPA on a monthly basis, in arrears. Billings shall begin as soon as practicable following the commencement of work. Invoices shall be for Project work exclusively and shall take into account any reimbursements and credits due to the JPA under this Agreement that have not yet been paid.
12.5.2 Charges for City staff shall be consistent with the hourly rates set forth in the Work Order and at the actual cost for the staff member performing work pursuant to the Work Order, including indirect costs based on City’s standard rates for fringe benefits and central services for the relevant City department as adjusted to take into account reduced overhead of the relevant City department attributable to City staff working in the JPA’s offices.

12.5.3 Overtime requests must be pre-approved by the JPA at least 72 hours in advance unless otherwise agreed upon or in the event of a Public Emergency. City shall provide invoices and other data to document costs incurred, including an explanation of any deemed Public Emergency which required overtime, to the JPA.

12.5.4 Each billing shall include a certification by a duly authorized officer of City that the charges identified in such billing were appropriate and necessary to performance of the work and have not previously been billed or paid. The JPA reserves the right to require additional substantiation of any invoice submitted.

12.5.5 The final billing for any Rearrangements to be performed by City, with a notation that all work covered by a given Work Order has been completed, shall:
   (a) be submitted to the JPA as soon as practicable following the completion of the work;
   (b) summarize prior progress billings;
   (c) show dates upon which work billed therein was performed; and
   (d) include a certification that the charges identified in such billing were appropriate and necessary to performance of the work and have not previously been billed or paid.

12.5.6 City and the JPA may agree to alternative invoicing processes based upon milestone payments for completed tasks or other intervals for payment. Such alternative methods must be documented in the applicable Work Order.

12.6 JPA Billings to the City

The JPA shall bill City for amounts owing to the JPA, described in Section 11.1.1, in accordance with this Section 12.6.

12.6.1 Except as otherwise agreed upon, the JPA shall bill City on a monthly basis, in arrears. Billings shall begin as soon as practicable following the commencement of work. Invoices shall be for Project work exclusively and shall take into account any reimbursements and credits due to the JPA under this Agreement that have not yet been paid.

12.6.2 Each billing shall include a certification by a duly authorized officer of the JPA that the charges identified in such billing were appropriate and necessary to performance of the work and have not previously been billed or paid. City reserves the right to require additional substantiation of any invoice submitted.

12.7 Payment of Billings

Payment of approved amounts of each invoice properly submitted pursuant to Section 12.5 or Section 12.6 is due within 30 days of receipt of such invoice; provided that: (a) all such payments are subject to post-audit adjustments; (b) the final payment for a Rearrangement or Betterment is contingent upon final inspection (and acceptance, where applicable) of the work by the Party billed for such work, which may not be unreasonably withheld or delayed.
12.8  City Staffing

12.8.1  Staff members selected by City to be dedicated to the Project at and above the CWG level shall be subject to the JPA’s prior written approval.

12.8.2  The JPA shall have the right to request the replacement of any City staff member assigned to the Project at any level. In response to such a request, City may request a meeting with the JPA to discuss the reason for the JPA’s request. If City agrees to the JPA’s request, City shall promptly exercise best efforts to remove the person specified in the JPA’s request and shall promptly appoint and mobilize a satisfactory replacement. Such replacement is subject to the JPA’s prior written approval. City shall make available to the JPA any information the JPA may reasonably need to decide whether to approve such replacement.

12.8.3  The Parties acknowledge and agree that there may be times when City staff members who are dedicated to the Project are not fully occupied with Project work. In such cases, City may provide for such staff members to work on other City projects, provided that City first notifies the JPA of its intent to deploy such staff members on another project and obtains the JPA’s prior written approval for such deployment. The JPA shall not be billed for dedicated staff time or overhead for any time that such dedicated staff members are not performing work on the Project.

12.8.4  The Parties further acknowledge and agree that there may be instances where a City department is required to use staff members other than or in addition to the dedicated staff members in order to timely complete Project-related work. In such cases, the City department shall notify the JPA of such necessity as soon as reasonably practicable, and the City department may invoice the JPA for such staff time expended on the Project. Payment of invoices for non-dedicated staff time deployed in completing work assigned to dedicated staff shall be subject to the JPA’s reasonable approval.

12.9  Deadlines and Delays

12.9.1  If any deadline under this Agreement falls on a weekend, a Holiday, or a day on which City offices are closed, the applicable deadline shall be deemed to be the first Business Day after such weekend, Holiday, or City closure date.

12.9.2  The Parties shall perform in accordance with the agreed upon deadlines and schedules established in this Agreement and in the Work Orders. A Party shall promptly notify the other Party upon becoming aware that a deadline or schedule requirement is likely to be missed. Thereafter, the Parties shall meet and confer to address the reasons for such delay and establish a recovery schedule and any necessary modifications to this Agreement or the Work Order to ensure sufficient dedicated staff to meet the applicable deadline and/or schedule.

12.10  Records

The Parties shall each maintain complete and accurate books of account and records for all funds expended under this Agreement, including records which will permit a speedy and effective audit, and which will fully disclose the amount and the disposition by the JPA and each City department of funds administered by such department. Each Party shall make such records available to the other Party for such purposes upon request.
ARTICLE 13
DISPUTE RESOLUTION

13.1 Dispute Resolution Procedure

13.1.1 In the event of any claim or dispute arising out of or relating to this Agreement or any Work Order issued pursuant to this Agreement, the Parties shall follow the steps set forth in this Section 13.1.

13.1.2 Prior to mediation or exercising any remedy provided by this Agreement, at law or in equity, as contemplated by Section 13.2, the Parties shall first attempt to resolve the claim or dispute through good faith negotiation.

13.1.3 Either Party may initiate the negotiation by submitting a written “invitation to negotiate” to the other Party. Representatives from the Parties shall meet within five Business Days of delivery of an invitation to negotiate.

13.1.4 If the matter is not resolved to the satisfaction of the Parties within five Business Days of the meeting described in Section 13.1.3, the Parties shall initiate the nonbinding mediation process described in Section 13.2.

13.1.5 In the event of a claim or dispute, work shall not be stopped except by court order or for reasons of public health or safety or where it is absolutely necessary to first resolve the claim or dispute.

13.1.6 All timeframes set forth in this Section 13.1 may be extended by mutual agreement of the Parties.

13.2 Mediation

Notwithstanding, but subject to and in accordance with, Section 13.1, the Parties shall make reasonable efforts to expedite settlement of all disputes arising out of or in connection with this Agreement or any Work Order issued pursuant to this Agreement. Therefore, after proceeding in accordance with Section 13.1, but before exercising any remedy provided by this Agreement, at law, or in equity, the Parties shall engage in nonbinding mediation in a manner to be quickly and reasonably agreed upon by the Parties. In the event that nonbinding mediation is not agreed upon in form or does not result in the settlement of a dispute within 60 days after the Parties have initiated the process, either Party may, subject to any and all legal limitations, pursue any and all remedies provided by this Agreement, at law, or in equity.

13.3 Third-Party Claims

13.3.1 The Parties acknowledge and agree that certain claims and disputes may arise with third parties, including the Developer, with respect to matters arising under or related to this Agreement, or any Work Order issued pursuant to this Agreement, that will not be resolved through the process set forth in Section 13.1. Each Party shall promptly notify the other if it becomes aware of circumstances presenting the likelihood of a third-party claim. The Parties shall cooperate and provide any necessary support requested by the other in connection with any such matter. The
JPA shall have the right to manage and control any third-party claim involving the Project, subject to consultation with its legal counsel.

13.3.2 The JPA shall be responsible for any Project-related claims made by the Developer against City that do not arise out of: (a) City’s breach of this Agreement; or (b) City’s wrongful conduct.

ARTICLE 14
INDEMNIFICATION

14.1 Indemnification

14.1.1 To the fullest extent permitted by law, the JPA shall indemnify, defend, and hold harmless City and all of City's officers, agents, representatives, employees, successors, and assigns from any claim, loss, damage, cost, judgment, fee, penalty, charge, or expenses (including attorneys’ fees and costs) asserted, incurred, suffered, or awarded as a result of or that relate to any third-party claims, suits, actions, allegations or proceedings arising out of or caused by any acts, actions, negligence, omissions, fault, willful misconduct, violation of law or breach of contract by the JPA or its agents, employees, or representatives arising out of or relating to the performance of the JPA’s obligations under this Agreement, except that the JPA shall not be liable under this Section 14.1.1 for damages arising out of injury or damage to persons or property directly caused or resulting from the active negligence or willful misconduct of City or any of its officers, agents, representatives or employees.

14.1.2 To the fullest extent permitted by law, City shall indemnify, defend, and hold harmless the JPA and all of the JPA's officers, agents, representatives, employees, successors, and assigns from any claim, loss, damage, cost, judgment, fee, penalty, charge, or expenses (including attorneys’ fees and costs) asserted, incurred, suffered, or awarded as a result of or that relate to any third-party claims, suits, actions, allegations or proceedings arising out of or caused by any acts, actions, negligence, omissions, fault, willful misconduct, violation of law or breach of contract by City or its agents, employees, or representatives arising out of or relating to the performance of City’s obligations under this Agreement, except that City shall not be liable under this Section 14.1.2 for damages arising out of injury or damage to persons or property directly caused or resulting from the active negligence or willful misconduct of the JPA or any of its officers, agents, representatives or employees.

14.2 Survival

The indemnities set forth in Section 14.1.1 and Section 14.1.2 survive the expiration or termination of this Agreement and expressly apply to and include all third-party claims, suits, actions or allegations of infringement, confidential information, domestic or foreign patent rights, copyrights, intellectual property rights, moral rights, trade secrets, proprietary rights, licensing rights and unauthorized use.

ARTICLE 15
MISCELLANEOUS PROVISIONS

15.1 Delegation to Developer

City acknowledges and agrees that the JPA intends to delegate to the Developer certain rights and obligations of the JPA under this Agreement. City agrees to recognize the Developer and coordinate and
cooperate with the Developer to the same extent as it would do so with the JPA in the execution and performance of this Agreement.

15.2 Authority of Parties

Each Party represents and warrants to and for the benefit of the other that it has full legal authority and is duly empowered to enter into this Agreement, and has taken all actions necessary to authorize the execution and delivery of this Agreement. Each Party further agrees that, except as expressly provided in this Agreement, from and after execution and delivery, the execution, delivery, and performance by it of this Agreement does not and will not:

(a) Require any consent or approval not previously obtained of any person or judicial or administrative body;

(b) Violate any order, writ, judgment, injunction, decree, determination, or award having applicability to such Party; or

(c) Result in a breach of or constitute a default under, cause, or permit the acceleration of any obligation owed under, or require any consent under, any indenture or any agreement, contract, lease, or instrument which binds or affects such Party.

Further, each Party represents and warrants to and for the benefit of the other Party that, to its knowledge, there are no orders, judgments, injunctions, awards, decrees, rulings, charges, or writs of any governmental authority in effect preventing the consummation of, nor any pleadings filed in connection with, any actions seeking an injunction against any of the transactions contemplated by this Agreement.

15.3 Amendments

This Agreement may be amended only by a written instrument duly executed by or on behalf of the Parties.

15.4 Confidentiality of Information

15.4.1 Subject to applicable laws, including the California Public Records Act, unless expressly agreed otherwise by the Parties in writing, all documents (including all submittals, drawings, documents, specifications, plans, reports, statistics, and data) and any other information in any form prepared by or for one of the Parties, and provided to the other Party, are considered confidential. Notwithstanding the foregoing, the following shall not be considered confidential: (a) documents and information that have been provided to a third party, including the Developer; and (b) documents and information that need to be shared with the Developer or a third party in order to further the design, construction, financing, operation, or maintenance of the Project, to comply with the Contract Documents, or to contest or resolve disputes.

15.4.2 Each Party expressly agrees that, except as specifically authorized by the other Party in writing, or as may be required by law, such documents are to be made available only to the Parties and, on a reasonable need-to-know basis, the Parties’ employees, contractors, and subcontractors. The Parties acknowledge and agree that such documents may contain information vital to the security of City, the JPA, and/or the Developer. Each Party shall take utmost precaution / measures while
sharing information with its employees, contractors, or subcontractors, and shall do so on a reasonable need-to-know basis only.

15.4.3 If a Party fails to comply with this Section 15.4, the Party in violation is liable for the reasonable costs of actions taken by the other Party, or any other applicable entity, which may be reasonably incurred in good faith as a result of such failure, including the design and construction of improvements, procurement and installation of security devices, and posting of guards. Each Party shall, and shall ensure that its employees, contractors, and subcontractors, store all of the information gathered as part of, under, or pursuant to this Agreement in a secure and safe place during and after the performance of this Agreement, including during and after its term, whether such term ends by expiration or termination of this Agreement.

15.4.4 If either Party receives a public records request or subpoena regarding any documents which are in the Party’s possession on a confidential basis by reason of this Agreement, that Party shall immediately give notice to the other Party, with the understanding that the other Party will have a reasonable opportunity to contest such process by any means available to it before any such documents are submitted to any court, administrative agency, or other third party. The Party that receives the public records request or subpoena, however, is not obligated to withhold the delivery beyond the time required by law for disclosure or the time ordered by the court or administrative agency, unless the request or subpoena is quashed or the time to produce is otherwise extended.

15.5 Approvals

15.5.1 Any approvals required under this Agreement shall not be unreasonably withheld, conditioned, or delayed. If an approval is withheld, such withholding must: (a) be in writing; (b) state with specificity the reasons for such withholding; and (c) identify with as much detail as possible what changes are required for approval.

15.5.2 Approvals provided pursuant to this Agreement must be in writing to be effective.

15.6 Article and Section Headings

The Article and Section headings in this Agreement are for convenience of the Parties only, and are not deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions or language of this Agreement.

15.7 Interpretation and Construction

15.7.1 Any terms in the singular are to be interpreted to include the plural, and any terms in the plural also include the singular. “Including” or “include” both mean “including, without limitation.”

15.7.2 The language in all parts of this Agreement is to be in all cases construed simply according to its fair meaning and not strictly for or against either of the Parties. It is the intention of the Parties that if any provision of this Agreement is capable of two constructions, one of which would render the provision void or invalid and the other of which would render the provision valid, then the provision has the meaning that renders it valid.
15.8 Governing Law

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts lies exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue lies exclusively in the Central District of California, in Los Angeles.

15.9 Time of the Essence

Except as otherwise expressly provided in this Agreement, time is of the essence in connection with each and every provision of this Agreement in which time is a factor or consideration.

15.10 Force Majeure

A Party is not in default in the performance of any obligation under this Agreement to the extent that the performance of any such obligation is prevented or delayed by a cause or causes not within such Party’s reasonable control, including acts of God, acts of a public enemy, Pandemic Events, lawsuits seeking to restrain, enjoin, challenge, or delay construction of the Project, and government acts beyond the reasonable control and without fault or negligence of the affected Party. Each Party shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance or satisfaction of any obligations, liabilities, or duties under or pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause is to be for a reasonable period of time in light of the enforced delay.

15.11 Notices

Except as otherwise expressly provided in this Agreement, all notices and other communications under this Agreement must be in writing and: (a) delivered personally; or (b) deposited with the United States Postal Service (USPS) to the Party’s or Parties’ (as applicable) address(es) set forth below (or to such other address(es) as may from time to time be specified in writing by such Party). Notices given in the manner provided in this Section 15.11 are deemed effective on the day of delivery if delivered personally or on the fifth day following deposit with USPS. Each Party shall provide written notice of any change to the notice information provided below for that Party to the other Party within five Business Days of the effective date of such change.

If to City:

City of Inglewood
Assistant City Manager, Public Works Director
One Manchester Boulevard
Inglewood, California 90301
Attention: Louis Atwell
Phone: (310) 412-5333
Email: latwell@cityofinglewood.org

With copy to:

City of Inglewood
City Attorney
15.12 Severability

If any section, clause, or phrase of this Agreement or the application thereof to a Party, or any other person or circumstance, is for any reason finally held to be invalid by a court of competent jurisdiction, it is deemed to be severed, and the remainder of this Agreement or the application of such provisions to the other Party, or to other persons or circumstances, are not to be affected thereby. Each Party hereby declares that it would have entered into this Agreement, and each subsection, sentence, clause, and phrase thereof, irrespective that one or more sections, subsection sentences, clauses, or phrases, or the application thereof, might be held invalid.

15.13 Waiver

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 shall not in any way limit or waive that Party’s right thereafter to enforce or compel strict compliance with every term, covenant, condition, or other provision.
15.14 **Further Actions**

The Parties and/or either of them, as applicable, agree to execute, acknowledge, and deliver such additional documents, and take such further actions, as may reasonably be required from time to time to carry out each of the provisions, and the intent, of this Agreement.

15.15 **Exhibits**

The Exhibits attached to this Agreement are incorporated herein and are a part of this Agreement.

15.16 **Counterparts**

The Parties may execute this Agreement in counterparts, and all counterparts so executed constitute one Agreement, binding all of the Parties hereto, notwithstanding that all of the Parties are not signatory to the original or the same counterpart. Facsimiles of executed signature pages are as valid as originals.

15.17 **Assignment and Successors**

Neither Party shall assign any of its rights, interests, or obligations under or pursuant to this Agreement without the written consent of the other Party. This Agreement is binding upon and inures to the benefit of City and the JPA and their respective successors in all cases whether by merger, operation of law, or otherwise.

15.18 **Third-Party Beneficiaries**

There are no third-party beneficiaries of this Agreement. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto, and no other person or entity is or is considered to be a direct or indirect beneficiary of, or has any direct or indirect cause of action or claim in connection with this Agreement.

15.19 **Binding Obligation**

This Agreement, when executed and delivered, is the legal, valid, and binding obligation of the Parties and, therefore, creates legal, valid and binding obligations, liabilities and duties, as well as rights and remedies, all as set forth in or contemplated by this Agreement, on and subject to its terms and compliance with applicable law.

[SIGNATURES ON THE FOLLOWING PAGE(S)]
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized on the day and year set forth below, making the same effective on the date signed by the last of all Parties hereto.

CITY OF INGLEWOOD

By: _________________________________
   James T. Butts, Mayor

Date: ________________________

INGLEWOOD TRANSIT CONNECTOR JOINT POWERS AUTHORITY

By: _________________________________
   Louis Atwell, Chief Executive Officer

Date: ________________________

ATTEST:

By: _________________________________
   Aisha L. Thompson, City Clerk

APPROVAL AS TO FORM:

By: _________________________________
   Kenneth R. Campos, City Attorney

By: _________________________________
   Ronald W. Stamm, Principal Deputy County Counsel
EXHIBIT A
UTILITIES

1. General
   (a) This Exhibit sets forth the agreement between City and the JPA with respect to the relocation of certain City utilities.
   
   (b) The JPA will prepare design plans for certain City utility relocations to a minimum design level of 60%. The JPA shall submit such design plans to City for its approval prior to including such plans in the final Request for Proposals for the Project, scheduled to be released in April 2023.
   
   (c) The Developer will be responsible for determining the scope of any additional utility relocations needed during construction of the Project.

2. Public Works Utility Coordinator (PWUC)
   (a) City shall designate a “Public Works Utility Coordinator” or “PWUC” who is responsible for promptly communicating to the Alignment Interface Manager all third-party requests for utility installations, relocations, and abandonments within the Project ROW.
   
   (b) The JPA shall provide the PWUC with: (i) drawings that identify the limits of the Project ROW; and (ii) a set of utility plans and sections that indicate the zones reserved for advanced and future utility relocations for the Project.
   
   (c) Prior to City’s approval of any third-party utility improvements within the Project ROW, the PWUC shall perform a detailed review and analysis to ensure there are no conflicts between the proposed third-party utility improvements and the Project.
   
   (d) The PWUC shall be responsible for ensuring that all third-party utility installations, relocations, and abandonments are clear of the Project’s reserved zones.

3. Utility Relocation Coordination Meetings
   (a) The JPA shall conduct coordination meetings to discuss progress and issues related to City utility relocations at least once a month, or as needed.
   
   (b) The participants at these coordination meetings must include, at a minimum: (i) City representatives from Water, Sewer, and Traffic Operations/Fiber Divisions and/or Departments; and (ii) the JPA contractors and/or representatives responsible for the design of City utility relocations. A representative from City’s Plan Check Group must attend at least one coordination meeting per month. Alternate representatives may be identified by either Party, as necessary, if personnel are reassigned, retired, and/or unavailable to perform these roles.

4. Utility Relocation As-Builts
   The PWUC shall be responsible for developing and maintaining an up-to-date set of as-built documents for all roadway, traffic, utilities, and other pertinent construction within the Project ROW and shall provide such up-to-date as-built documents to the JPA or the Developer within one week of any request for such documents. The PWUC shall notify the JPA and the Developer of changes to the as-built documents, and provide such updated documents, within two weeks of any such changes.
5. Relocation Plans

(a) Utility Ownership Categories. Utilities that require relocation fall into three different ownership categories, each with specific design and approval processes that JPA shall, or shall require the Developer, to comply with.

(i) City-Owned Utilities are utilities owned by City and include water, sanitary sewer, and fiber optic lines. The Parties acknowledge and agree that the Developer will be responsible for relocating City-Owned Utilities under the DBFOM Agreement.

(A) The JPA has prepared 60% design plans that identify the City-Owned Utilities that require relocation and the proposed relocation areas for the Conflicting Facilities, including the location of tie-ins and the size and type of each proposed utility (see Exhibit A-1 (Utility Plans)).

(B) City acknowledges that it has reviewed and approved such design plans and agrees with the proposed utility service capacities, and agrees that the relocation concepts do not present any conflicts with any other City Facilities within the Project ROW.

(C) The JPA shall further develop, or shall require the Developer to further develop, such design plans to 100% and coordinate such design with City prior to finalizing such plans and other construction documents.

(ii) Publicly-Owned Utilities are utilities owned by a public entity other than City and include the Los Angeles County Sanitation District sanitary sewer line. The Parties acknowledge and agree that the Developer will be responsible for relocating Publicly-Owned Utilities under the DBFOM Agreement.

(A) The JPA has prepared design plans that identify the Publicly-Owned Utilities that require relocation and the proposed relocation areas for the Conflicting Facilities, including the location of tie-ins and the size and type of each proposed utility (see Exhibit A-1 (Utility Plans)).

(B) City acknowledges that it has reviewed and approved the relocation concepts set forth in the design plans and agrees that the relocation concepts do not present any conflicts with any other City Facilities within the Project ROW.

(C) The JPA shall further develop, or shall require the Developer to further develop, such design plans to 100% and shall coordinate such design with City prior to finalizing such plans and other construction documents.

(iii) Privately-Owned Utilities are utilities not owned by a public entity and include utility lines owned by Southern California Electric, Southern California Gas, and telecommunications companies (ATT California, Charter Communication/Spectrum, Crown Castle/Wilcon/T-Mobile/Sprint, Verizon/MCI).

(A) The JPA has prepared 30% design plans that identify the Privately-Owned Utilities that require relocation and the proposed relocation areas for the Conflicting Facilities, including the location of tie-ins and the size and type of each proposed utility (see Exhibit A-1 (Utility Plans)).
(B) City acknowledges that it has reviewed and approved the relocation concepts set forth in the design plans and agrees that the relocation concepts do not present any conflicts with any other City Facilities within the Project ROW.

(b) **Relocation Plan Submittals by Developer.** City acknowledges and agrees that after the JPA and the Developer have achieved commercial close on the DBFOM Agreement, the Developer: (i) will assume responsibility for all utility relocation design plans, except for telecommunications facilities not owned by City, Southern California Edison, and Southern California Gas; and (ii) may, in its discretion, elect to redesign or have redesigned the utility relocation design plans starting from the 30% or 60% design level.

(i) The JPA shall require the Developer’s Project Schedule to include dates for all utility relocation plan design submittals, including the 90% and 100% design plans for the utility relocations.

(ii) City representatives from Water, Sewer, and Traffic Operations/Fiber Divisions and/or Departments, and a representative from City’s Plan Check Group, must review all utility relocation design plans submitted to City by the JPA or the Developer and provide responses within the review periods set forth in Section 3.3 of this Agreement.

(iii) City shall waive its right to review an Intermediate Design Submittal related to a City utility relocation if the Developer elects to use the design plans for such relocation prepared by the JPA, and approved by the City, as described in Section 1(b) above.

6. **Plan Production**

All plans described in this Exhibit must be developed in AutoCAD 2013-2016 and follow all of City’s CAD standards. City shall provide the JPA with applicable sample plans, borders, and other pertinent information within two weeks of the Effective Date of this Agreement.

7. **Wet Utilities**

(a) **Scope of Work.** The following City-Wet Utilities are expected to require relocation by the Developer. The final extent of wet utilities services and laterals that require relocation will be determined by the Developer.

<table>
<thead>
<tr>
<th>ID</th>
<th>Existing Utility</th>
<th>Conflict Limits (Road)</th>
<th>Proposed Utility</th>
</tr>
</thead>
<tbody>
<tr>
<td>#W-1</td>
<td>8” AC Water</td>
<td>Sta 89+30 to 126+00 (Prairie Avenue)</td>
<td>Upsize to 12” over entire length (Manchester Boulevard to Hardy Street)</td>
</tr>
<tr>
<td>#W-2</td>
<td>24” PCC Water</td>
<td>Sta 115+50 to 117+25 (Prairie Avenue)</td>
<td>Replace in-kind (24”)</td>
</tr>
<tr>
<td>#SS-1</td>
<td>8” VCP Sewer</td>
<td>Sta 95+15 to 101+25 (Prairie Avenue)</td>
<td>Replace in-kind (8” VCP)</td>
</tr>
</tbody>
</table>
(b) **Design Criteria.** All wet utility relocation designs must comply with all applicable design criteria and standards, including Standard Specifications for Public Works Construction (Green Book 2018), and AWWA. Where such documents do not provide explicit criteria, the JPA shall defer to the standards and specifications of the County of Los Angeles.

(c) **Betterments.** Unless otherwise specified in this Agreement, the JPA will only design, construct, and finance scoped relocations in-kind and not for an extent significantly greater than the geographic extent of the conflict. If the existing fire water line is found by the State Fire Marshal to require additional water capacity, the replacement of the existing water line on Prairie Avenue between Hardy Street and Manchester Boulevard with a new 12-inch pipe is considered a Betterment.

8. **Dry Utilities**

(a) **Scope of Work.** The following City-Fiber Optic Facilities are expected to require relocation by the Developer. The final extent of dry utilities that require relocation will be determined by the Developer.

<table>
<thead>
<tr>
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<td>Sta 91+00 to 128+00 (Prairie Avenue)</td>
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(b) **Design Criteria.** All Fiber Optic Facility relocation designs must comply with all applicable design criteria and standards, including CPUC GO 128 and any City amendments thereto. Where such documents do not provide explicit criteria, the JPA shall defer to City of Los Angeles DOT standards and specifications (Red Book).

(c) **Service Laterals.** The JPA shall, or shall require the Developer to, design any alterations to existing service laterals that will be affected by proposed utility relocations. City shall provide the JPA and the Developer with as-built documents mapping all of the affected service laterals within four weeks of receipt of a 60% design plan submittal. City is responsible for organizing and funding any surveying or potholing required to provide sufficient as-built information to the JPA and the Developer.

(d) **Additional Provisions.** Any proposed relocations of Fiber Optic Facilities must maintain the existing number of duct banks within each roadway (i.e., on Manchester Boulevard where there are currently duct banks on the east and west sides, the JPA shall not, and shall not allow the Developer to, propose reduction to a single duct bank). The JPA shall, or shall require the Developer to, provide at least as many empty conduits within the proposed duct banks as are currently available in Fiber Optic Facilities duct bank structures.
(e) **Betterments.** Unless otherwise specified in this Agreement, the JPA will only design, construct, and finance scoped relocations in-kind and not for an extent significantly greater than the extent of the conflict.

9. **Construction**

(a) **Permitting.** The JPA shall, or shall require the Developer to, prepare all required documentation and secure all necessary permits to construct the relocations described in this Exhibit.

(b) **Duration.** The utility relocations described in this Exhibit may be constructed in segments at the discretion of the JPA or the Developer.

(c) **Service Notice.** The owner of the utility to be relocated shall be responsible for providing appropriate advance notice to utility customers who may be impacted by the relocation work.

(d) **Relocations by Developer.** The JPA shall require the Developer to be responsible for all scoped utility relocations not performed by the JPA or Utility Owner. For all relocations, the Developer shall be responsible for coordinating construction with City, the Utility Owner, the appropriate permitting agency, and any other joint-trenching utilities.

(e) **Abandoned Utilities.** All existing portions of utilities to be relocated must be abandoned-in-place and noted as such in the as-built documents provided to the PWUC. The JPA shall, or shall require the Developer to, remove all abandoned utilities in conflict with Project Facilities.

10. **Cost Allocation**

Unless otherwise expressly agreed upon, the JPA shall be, or shall require the Developer to be, responsible for the full cost of the design and construction of utility relocations identified in this Exhibit.
## Exhibit A-1
### Utility Plans

(See attached)

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<th>Sheet No.</th>
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EXHIBIT B
ROADWAY DESIGN

1. Design Guidelines
   a. The primary design standard for roadway items is the Greenbook Committee of Public Works Standards, including Standard Plans for Public Works Construction and Standard Specifications for Public Works Construction.
   b. The primary design standard for traffic control items is the California Manual on Uniform Traffic Control Devices (CA-MUTCD).
   c. Other codes and standards that may be referenced include:
      ii. AASHTO Policy on Geometric Design of Highways and Streets.
      v. City of Inglewood Amendments to COLA Drainage Standards and Specifications
      viii. LACFD Hydraulic Design Manual

2. Roadway Layout
   a. Design Speed
      i. The design speed for Prairie Avenue is 45 mph.
      ii. The design speed for Manchester Boulevard is 40 mph.
      iii. The design speed for Market Street is 30 mph.
   b. Number of Lanes
      i. Prairie Avenue must have six lanes plus a median lane turn lane and must be designed for contraflow, as depicted in Sheets 39-43 in Exhibit B-1 (Civil Striping Plans).
      ii. Manchester Boulevard must generally maintain the existing lane configuration and have a minimum of two lanes in the westbound direction and three lanes in the eastbound direction, as depicted in Sheets 44-48 in Exhibit B-1 (Civil Striping Plans).
      iii. Market Street must have a minimum of one lane in each direction, as depicted in Sheets 49-50 in Exhibit B-1 (Civil Striping Plans).
   c. Lane Widths / Roadway Striping
      i. All through and right turn lanes on all roadways must have a minimum width of 10 feet (12 feet is preferred and 11 feet is achievable in vast majority of locations).
ii. During construction, through lanes and left turn pockets may be temporarily reduced to no less than 10 feet in width (MUTCD, Chapter 6).

iii. The JPA shall, and shall require the Developer to, maintain all existing left turn pockets on Manchester Boulevard and Prairie Avenue, with the only exception being the eastbound left turn pocket for drivers turning from Manchester Boulevard onto 529 E Manchester Boulevard.

iv. Any new left turn pockets must meet or exceed the length of the existing turn pocket, unless otherwise approved by City.

v. Dedicated left turn pockets must have a minimum width of 10 feet (12 feet is preferred). It is permissible to include a gutter pan within the left turn width.

d. Sidewalks

i. Prairie Avenue
   1. Sidewalks, or sidewalk modifications, must be constructed on both sides of the street, as depicted in preliminary plans.
   2. In the built condition, Prairie Avenue will typically include a relocated sidewalk adjacent to northbound lanes and a widened sidewalk adjacent to southbound lanes.
   3. The eastern sidewalk must have a minimum width of 7 feet. The minimum width may be 6 feet at any guideway column or point obstruction.
   4. The western sidewalk, including at any guideway column or point obstruction, must have a minimum width of 6 feet.

ii. Manchester Boulevard
   1. The JPA shall, and shall require the Developer to, maintain existing sidewalks between Market Street and Locust Street, and widen sidewalks where agreed to by City between Locust Street and Prairie Avenue.
   2. The new portion of the northern sidewalk is planned for a minimum width of 8 feet. The minimum width may be 6 feet at any guideway column or point obstruction.
   3. The southern sidewalk must have a minimum clear width of 5.5 feet.

iii. Market Street
   Sidewalks must have a minimum width of 11 feet. The minimum width may be 6 feet at any guideway column or point obstruction.

iv. Sidewalks on other connecting streets must have minimum widths that conform to the existing condition. No sidewalks may be less than 5 feet wide at any point.

e. Parking, On-Street

i. On-street parking is not permitted on Prairie Avenue.

ii. Limited on-street parking will be retained on Manchester Boulevard and Market Street, as depicted in Sheets 44-50 in Exhibit B-1 (Civil Striping Plans).
   1. Curbside parking spaces on Manchester Boulevard must have a minimum width of 10 feet, as measured from the face of the curb.
2. Curbside parking spaces on Market Street must have a minimum width of 8 feet, as measured from the face of the curb.

3. Diagonal parking spaces on Market Street must have a minimum depth of 20 feet, as measured perpendicularly from the face of the curb.

f. Parking, Off-Street
   i. Parking lot space sizes, drive aisles, grades, and required spaces must conform to the standards presented in Chapter 12, Article 19 of the Inglewood Municipal Code.
   ii. Parking lot design must conform to ADA Guidelines with respect to the number, location, and width of ADA-compliant parking stalls.

g. Location of Columns Relative to Driveways and Un-signalized Intersections
   i. The JPA shall, or shall require the Developer to: (1) perform traffic safety analyses; and (2) submit to City for its approval: proposed signage and striping to control traffic movements and alert motorists.
   ii. The placement of guideway columns adjacent to driveways and unsignalized intersections must consider sight triangles to ensure no sight distance issues.
   iii. Unless approved by City, the JPA shall, or shall require the Developer to, locate guideway columns beyond the limits of curb returns at street intersections.

3. Roadway Cross-Section
   a. Clearance / Protection to Columns
      The faces of columns must have a minimum clearance of 1.5 feet from the face of curbs.
   b. Vertical clearance
      i. Guideway structures must have a minimum clearance of 16.5 feet over roadways and shoulders.
      ii. Pedestrian bridges must have a minimum clearance of 17 feet over roadways and shoulders.
      iii. Falsework must have a minimum clearance of 15 feet over roadways and shoulders.
   c. Pavement
      i. Pavement sections on Prairie Avenue, Manchester Boulevard, Market Street, and intersecting streets must (1) comply with recommendations from the Developer’s geotechnical engineer, or (2) match existing pavements and applicable City standards, whichever is more stringent. The JPA shall, or shall require the Developer to, obtain pavement design approval from City.
      ii. The Traffic Index to be used for pavement design shall be as follows:
         1. Prairie Avenue: \( TI = 10.5 \)
         2. Manchester Boulevard: \( TI = 10.5 \)
         3. Market Street: \( TI = 8.5 \)
iii. The realigned portion of roadways must be constructed with a full structural pavement section. All existing pavement on Market Street, Manchester Boulevard, and Prairie Avenue will be cold-planed and resurfaced for the entire width of the roadway with a hot mix asphalt overlay no less than 1.5 inches thick to obtain a uniform appearance.

iv. The JPA shall, or shall require the Developer to, resurface the entire width of roadway after any portion of the roadway has been subject to eradication of permanent or temporary pavement markings for a longitudinal distance of 10 feet beyond the last eradicated marking.

4. Drainage

a. Where guideways are to be constructed above existing streets and sidewalks within City Right-of-Way, stormwater runoff is considered to be of similar quality to current runoff prior to the Project. As such, handling of stormwater runoff from guideways shall be as handled on roadways and sidewalks.

b. Drainage design of stations, station plazas, parking lots and ancillary spaces, and maintenance facilities, but exclusive of realigned roadways, shall be subject to County of Los Angeles Department of Public Works Low Impact Development Standards Manual (LAPW LID), Hydrology Manual. The JPA shall be, or shall require the Developer to be, responsible for coordinating low impact development (LID) projects with the local Water Quality Control Board and obtain all necessary permits.

c. The Parties acknowledge and agree that the JPA has performed, and City has reviewed and accepted, a hydrology study for the Project. Per the conclusions of the hydrology study, it has been determined that the existing storm drainage system in the Project area has adequate capacity and, therefore, no improvements to the existing storm drainage system will be required of the JPA or the Developer. The JPA shall be, or shall require the Developer to be, responsible for the collection of runoff from the Project site and transmission of such runoff to the existing storm drainage system or treatment facility.

5. Bike Lanes / Complete Streets

a. Reference is made to Section 6.4.1 (Bicycle Facilities Plan) of the 2019 Inglewood Mobility Plan, which identifies opportunities to improve and expand on the existing bicycle network. Figure 62 is excerpted below:
b. The Parties acknowledge and agree as follows:

i. Given the nature of Prairie Avenue as a major arterial, and its proximity to Hollywood Park, the Kia Forum, and associated traffic, there is no space available for dedicated bike lanes. This is consistent with Figure 62.

ii. Manchester Boulevard will feature an aerial guideway in the middle of the street. To make room for the guideway columns, a median has been added thereby using space that might otherwise be used for bike lanes. Dedicated bike lanes are, therefore, not anticipated to be viable on Manchester Boulevard. This is consistent with Figure 62.

iii. Figure 62 indicates Market Street has been identified as a route for a bicycle boulevard. According to the National Association of City Transportation Officials, “Bicycle boulevards are streets with low motorized traffic volumes and speeds, designated and designed to give bicycle travel priority. Bicycle boulevards use signs, pavement markings, and speed and volume management measures to discourage through trips by motor vehicles and create safe, convenient bicycle crossings of busy arterial streets.” The design of Market Street will accommodate future bicycle improvements aligned with the Bicycle Facilities Plan, but will not directly incorporate bicycle lanes in the short reach between Manchester Boulevard and Florence Avenue.
iv. The Project incorporates some Complete Streets features, including wide sidewalks and pedestrian-friendly infrastructure along the ITC alignment and sidewalk bulb-outs at street intersections on Market Street and Manchester Boulevard, thereby limiting the distance required for pedestrians to cross traffic.

6. Traffic Signals

   a. The JPA shall, or shall require the Developer to, remove all existing traffic signals within the Project ROW and replace them with all new equipment, including signals, traffic signal poles, controllers and cabinets, service meters, battery backup systems, detection pull boxes, conduit, wiring, mast arm signs, pole-mounted signs, illuminated street name signs, safety lighting, and all appurtenances in accordance with City requirements.

   b. The intersections subject to Section 6.a. above include:

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<tr>
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<tbody>
<tr>
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<td>10</td>
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   d. New signal poles, and the replacement poles for the decorative poles at Market Street, must be Caltrans 2010.

   e. Loops must conform to LADOT specifications.

   f. Sign gantries must be replaced by either Caltrans Standard Overhead Signs-Tubular or Overhead Signs-Truss (to be determined by City).
7. **Streetlights**

a. All streetlights along Prairie Avenue, Manchester Boulevard, and Market Street must be salvaged in accordance with Article 8 of this Agreement, and replaced with new poles and fixtures (except to the extent that poles and fixtures from the east side of Prairie Avenue can be relocated).

b. Replacement streetlight poles and fixtures must conform to Caltrans standards, as provided in Exhibit B-2 (Caltrans Streetlight Standards). Streetlights and incidental light sources must provide a minimum continuous light level of 3-foot candles.

c. Salvaged streetlight poles and fixtures must be delivered to City at a location of City’s choosing.
# EXHIBIT B-1
## CIVIL STRIPING PLANS

(See attached)

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EXHIBIT B-2
CALTRANS STREETLIGHT STANDARDS

(See attached)
EXHIBIT C
LANE AND ROAD CLOSURES

1. Market Street
The JPA and the Developer may request the full road closure of Market Street between Manchester Boulevard and Queen Street, between Queen Street and Regent Street, and between Regent Street and Florence Avenue. The duration of such closures will be as determined by City. East-west traffic must be maintained on both Queen Street and Regent Street at all times.

2. Lane Closures
The Parties acknowledge and agree that lane closures for extended periods of time will be required from time to time. The JPA shall incorporate requirements with respect to such lane closures in the Contract Documents based on and in accordance with information provided by City.

3. Work Restrictions for Major Events
   a. The JPA shall incorporate requirements and restrictions related to work that impacts traffic during Major Events in the Contract Documents based on and in accordance with information provided by City.
   b. A maximum of 30 Major Events may be accommodated annually at no additional cost to the Project.

4. Other Event Closures and Work Restrictions.
   a. For events taking place at the Kia Forum, SoFi Stadium at Hollywood Park, and/or the Intuit Dome that are not classified as Major Events and for which cumulatively more than 15,000 tickets but fewer than 30,000 tickets have been sold one week prior to the event(s), the following shall apply:
      i. If the event(s) take place after 5:00 PM, lane closures on Manchester Boulevard and Prairie Avenue shall be in accordance with the Contract Documents; and
      ii. If the event(s) take place before 5:00 PM, lane closures before, during, and after the event(s) must be coordinated with the City.
   b. For smaller events that are not classified as Major Events and do not meet the criteria set forth in Section 5.a above, lane closures before, during, and after the event(s) must be coordinated with the City. During such events, the JPA shall not, and shall require the Developer not to, interfere with City’s traffic control set up.
EXHIBIT D
FINAL DESIGN OF ATS SYSTEM CHECKLIST

(See attached)

[Under development]
EXHIBIT E
O&M LIMITS

(See attached)