

**AGREEMENT FOR PROPERTY EXCHANGE  
AND JOINT ESCROW INSTRUCTIONS**

(Los Angeles, California)

THIS AGREEMENT FOR PROPERTY EXCHANGE AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made and entered into as of \_\_\_\_\_, 2013 (“**Effective Date**”) by and between **THE CITY OF LOS ANGELES**, acting by and through its Department of General Services, a municipal corporation formed under the laws of the State of California (“**City**”) and **THE UNIVERSITY OF SOUTHERN CALIFORNIA**, a California non-profit corporation (“**University**”). The City and University are sometimes individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

**RECITALS**

A. City is the fee owner of that certain real property comprised of approximately 0.33 acres located at 915 West Jefferson Boulevard in the City and County of Los Angeles, State of California (“**State**”), which real property is legally described and depicted on Exhibit “A” hereto and made a part hereof (“**City Property**”). As of the Effective Date, the Los Angeles Fire Department (“**LAFD**”) operates Fire Station 15 on the City Property which is housed within a 1949 structure (“**Existing Fire Station Building**”).

B. The City Property is insufficient in size to house a new fire station that meets the requirements established by voters under Proposition “F” (“**Prop F Requirements**”). The Prop F Requirements for new stations require, among other things, that new stations are constructed on a one (1) acre site and contain a six bay station of approximately 16,000 square feet.

C. University is the fee owner of certain real property comprised of approximately one acre at the southeast corner of West 30th Street and Hoover Street in the City and County of Los Angeles, State of California, which real property is legally described and depicted on Exhibit “B” hereto and made a part hereof (“**New Fire Station Property**”). As of the Effective Date, the New Fire Station Property is occupied by a portion of McAlister Field, the site of the University’s NCAA women’s soccer and women’s lacrosse playing field. The New Fire Station Property meets the Prop F Requirements of a one (1) acre site for new fire stations.

D. University desires to acquire the City Property and incorporate it as part of the future University Village Development Project, as defined in that certain Development Agreement entered into by and between City and University pursuant to Government Code Section 65864 et seq., dated April 1, 2013, and recorded in the Official Records of the County of Los Angeles (“**Official Records**”) on April 9, 2013 as Instrument No. 20130525424 (“**Development Agreement**”).

E. City and University have agreed pursuant to the Development Agreement that University shall construct as a community benefit and at its sole cost and expense, a new fire station and related improvements meeting Prop F Requirements in accordance with the Approved Plans (as defined in Exhibit “E”, Section 2(a) hereto) and as further described in Exhibit “E” hereto (“**New Fire Station Improvements**”). Thus, the Parties hereto acknowledge that City is not required to expend any funds in the implementation of this Agreement.

F. University shall complete the New Fire Station Improvements as provided in this Agreement, including Commissioning the New Fire Station Improvements in accordance with the Commissioning Specifications attached as Exhibit "I" hereto (the "**Commissioning Specifications**"). "**Commissioning**" means a quality oriented process currently required by the United States Green Building Council for LEED certification, and as of 2014 is a mandatory measure in the California Green Building Code toward realizing state energy reduction targets. The intent of the Commissioning process is to resolve issues which affect construction, building operation and comfort, and energy performance through project documentation, identification of design and construction issues, verification of building performance, assistance with owner training, and building delivery. During construction, the Commissioning Agent ("**CX**") will provide regular commissioning meetings and site observations to assist the New Fire Station team with issues related to the commissioned systems, verify installation, review start-up and balance procedures, and review contractor documentation. The Commissioning process will help assure that the City will receive a fully functional and energy efficient building. The Commissioning process is described in greater detail in Exhibit "I" hereof.

G. University has identified the New Fire Station Property as property meeting Prop F Requirements and available for construction of the New Fire Station Improvements, and the City has agreed with this determination.

H. Upon satisfaction of all Conditions to the Close of Escrow contained herein, City and University intend to carry out the exchange of the New Fire Station Property for the City Property as further described in this Agreement ("**Exchange**"). The City and University have further agreed that: (i) the value to the City of the Exchange equals or exceeds the value of the City Property, Existing Fire Station Improvements (defined below) and the staff and other costs incurred by the City, if any, to carry out the Exchange; and (ii) the construction of the New Fire Station Improvements and their delivery to the City is a public benefit obligation imposed upon University pursuant to the Development Agreement.

## **AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties hereto, the Parties make the covenants and agreements set forth herein, and the instructions to Escrow Holder with regard to the escrow created by this Agreement ("**Escrow**").

1. **Description of Property to be Exchanged.** Upon satisfaction or waiver of the conditions to Close of Escrow described in Section 7 hereof, City shall convey the City Property to University and University shall concurrently convey the New Fire Station Property to City.

1.1. **City Property.** The "**City Property**" is comprised of the following: (a) the City Property, (b) all improvements on the City Property, including without limitation, the Existing Fire Station Building and other structures thereon as of the Effective Date ("**Existing Fire Station Improvements**"); (c) all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances which belong to the City Property and are owned by City, including without limitation, all air rights and development rights relating to the City Property ("**City Property Appurtenances**"); and (d) all intangible property owned or held by City in connection with the City Property or the use thereof, including without limitation, all permits,

approvals, entitlements, site plan approvals, surveys, plans, leases, licenses, rental contracts and agreements (“**City Property Intangibles**”).

1.2. **Grant of Non-Exclusive ATSAC Easement.** University shall grant to City at the Closing (defined in Section 3.5) a non-exclusive but irrevocable easement in the form of Exhibit “C” to this Agreement, to be recorded in the Official Records, for the placement and use of an approximately 15’ x 6’ rectangular Automatic Traffic Surveillance and Control (“**ATSAC**”) hub upon the portion of the City Property on which such ATSAC hub is currently located and for access in, on and across the City Property for maintenance of such system (“**ATSAC Easement**”). Notwithstanding the foregoing, the location of the ATSAC Easement may be modified if requested by University and approved by City (Department of Transportation) in its sole discretion.

1.3. **New Fire Station Property.** The “**New Fire Station Property**” is comprised of the following: (a) the New Fire Station Property; (b) the New Fire Station Improvements; (c) all rights, privileges, easements, tenements, hereditaments, rights of way and appurtenances which belong to the New Fire Station Property and are owned by University, including without limitation, all air rights and development rights relating to the New Fire Station Property (“**New Fire Station Property Appurtenances**”); and (d) all intangible property owned or held by University in connection with the New Fire Station Property or with the use thereof, including without limitation, all permits, approvals, entitlements, site plan approvals, surveys, plans, leases, licenses, rental contracts and agreements (“**New Fire Station Property Intangibles**”).

1.4. **Exchange.** Upon satisfaction or waiver of each of the conditions to Close of Escrow (defined below) set forth in Section 7 hereof, including but not limited to City’s confirmation to Escrow Holder (on or before Closing Date) that the New Fire Station Improvements are undamaged and ready for occupancy under a Temporary Certificate of Occupancy (“**TCO**”) for the New Fire Station Improvements issued by the City Department of Building & Safety (“**LADBS**”), University shall convey to City and City shall accept conveyance of the New Fire Station Property and City shall concurrently convey the City Property to University, each with the above described Appurtenances and Intangibles.

1.5. **Designation of Fire Station 15.** City shall remove the designation “Fire Station 15” from the Existing Fire Station and concurrently designate the New Fire Station Improvements with this name. The parties intend that such change in building designation take place concurrently with the Exchange so that City, and not University, shall at all times own the property on which the building designated “Fire Station 15” is located. Also, the Parties agree that the purpose of this Section 1.5 is to distinguish between the building “designation” of an official Fire Station 15 of the City and the unrelated Commissioning of the New Fire Station Improvements, which assures proper functioning of the building systems of said Improvements as set forth in Section 6; Exhibit “E”, Section 21; and Exhibit “I” hereof

2. **Fair Market Value Transaction; No Exchange of Purchase Price.** The Exchange is agreed by the Parties to constitute a fair market value transaction. Without limiting the generality of the foregoing, the Parties acknowledge and agree that: (a) the value of the New Fire Station Property equals or exceeds the value of the City Property; and (b) upon completion of the New Fire Station Improvements, the New Fire Station Property will have an even greater value

than the current value of the City Property, with the difference in values thereof deemed a “community benefit” provided by University to City. The Exchange shall be a two-party simultaneous exchange of real property. Neither Party shall pay to the other cash consideration for the property received in the Exchange.

### 3. Escrow.

3.1. Opening of Escrow. The Parties shall open an escrow (“**Escrow**”) at Old Republic Title Insurance Company, Attn: Joan Hawkins (“**Escrow Holder**”). The Escrow shall be deemed opened on the date Escrow Holder shall have received an executed counterpart of this Agreement from both City and University. Escrow Holder shall deliver written notice to City and University of the date Escrow is opened.

3.2. Deposits by University. Within thirty (30) business days following the opening of Escrow, University shall deposit or cause to be deposited with Escrow Holder, in trust, the following documents and instruments:

(a) the Grant Deed conveying the New Fire Station Property to City, or its nominee, in substantially the form and substance of the Grant Deed attached as Exhibit “F” to this Agreement, duly executed by University, acknowledged and in recordable form (“**New Fire Station Property Grant Deed**”);

(b) certificates of non-foreign status complying with federal and state law (“**University Certificates**”), duly executed by University; and

(c) an assignment of the New Fire Station Property Intangibles in a form reasonably acceptable to City, duly executed by University (“**Assignment of New Fire Station Property**”).

3.3. Deposits by City. Within thirty (30) business days following the opening of Escrow, City shall deposit or cause to be deposited with Escrow Holder, in trust, the following documents and instruments:

(a) the Grant Deed conveying the City Property to University or its nominee, in substantially the form and substance of the Grant Deed attached as Exhibit “G” to this Agreement, duly executed by City, acknowledged and in recordable form (“**City Property Grant Deed**”);

(b) acceptance of the Grant Deed conveying the New Fire Station Property to City, or its nominee, duly executed by City, acknowledged and in recordable form (“**City Acceptance**”)

(c) certificates of non-foreign status complying with federal and state law duly executed by City (“**City Certificates**”); and

(d) an assignment of the City Property Intangibles in a form reasonably acceptable to University, duly executed by City (“**Assignment of City Property**”).

3.4. **Supplemental Instructions.** City and University shall execute, deliver and be bound by any reasonable or customary supplemental escrow instructions of Escrow Holder or other instruments as may be necessary to consummate the Exchange contemplated by this Agreement. Any such supplemental instructions shall not conflict with, amend or supersede any portions of this Agreement. If there is any inconsistency between such supplemental instructions and this Agreement, this Agreement shall control.

3.5. **Close of Escrow.** The “Close of Escrow” or “Closing” means the date that the New Fire Station Property Grant Deed and the City Property Grant Deed (collectively, “Grant Deeds”) are recorded in the Official Records. The Escrow shall close, on the earlier of the date specified in the Move-In Notice (defined below) or the date that is thirty (30) calendar days after the satisfaction or waiver of all of the conditions to Closing in Section 7 below (“Closing Date”). In the event that Substantial Completion of said Improvements has not taken place on or before the second anniversary of this Agreement, the Parties shall meet and confer in order to determine the steps required to expeditiously achieve Substantial Completion so that Close of Escrow may occur.

#### 4. **Condition of Title.**

4.1. **Title Commitments.** University has obtained from Old Republic Title Insurance Company (“Title Company”), at University’s expense: (a) commitments for ALTA Owner’s policies of title insurance dated August 1, 2013 and covering, separately, the New Fire Station Property and the City Property (“Commitments”); and (b) copies of all recorded documents identified in such Commitments (with each Commitment to be issued by Title Company), which may be provided electronically. The following matters particularly shall be “Permitted Exceptions” with respect to the New Fire Station Property and the City Property; and neither Party may object to any such matter encumbering the real property that it will acquire:

- (a) Standard printed exceptions that are not removable from a title policy and liens for real estate taxes that are not yet delinquent;
- (b) Matters affecting the condition of title created by or with the written consent of the acquiring Party;
- (c) Matters expressly accepted in writing by the acquiring Party; and
- (d) Exceptions stated in the Commitments that are not identified as title Objections in a notice from a Party pursuant to Section 4.2 or Section 4.3 hereof, as applicable.

4.2. **Approved Condition of City Property Title.** University has approved the exceptions to title disclosed by the Commitment for the City Property (“City Property Commitment”). Notwithstanding anything to the contrary herein, City shall remove at the Closing, at its sole cost and expense, any monetary liens on the City Property not caused by University. The City Property Commitment, as approved by University and subject only to Permitted Exceptions, is herein called the “Approved Condition of City Property Title.”

4.3. **Approved Condition of New Fire Station Property Title.** City has approved the exceptions to title disclosed by the Commitment for the Fire Station Property (“**New Fire Station Property Commitment**”). Notwithstanding anything to the contrary herein, University shall cause the removal at the Closing, at its sole cost and expense, of any monetary liens on the New Fire Station Property not caused by City. The New Fire Station Property Commitment, as approved by City and subject only to Permitted Exceptions, is herein called the “**Approved Condition of New Fire Station Property Title.**”

4.4. **Supplemental Title Report.** If, prior to Close of Escrow, Title Company discloses additional matters that affect title to either the New Fire Station Property or the City Property, then within ten (10) calendar days after receipt of such disclosure (“**Supplemental Title Report**”), the Party acquiring the Property affected by such disclosure (“**Affected Party**”) shall specify in writing to the other Party (“**Other Party**”) and to Title Company its disapproval of any item or exception shown on such Supplemental Title Report not previously included in the New Fire Station Property Commitment or City Property Commitment and that it deems unacceptable (“**Disapproved Exception**”), together with a suggested cure. However, an Affected Party shall not have the right to disapprove any such item or exception if it has previously been deemed a Permitted Exception. Failure of an Affected Party to disapprove any item or exception shown on said Supplemental Title Report on or before expiration of such ten (10) calendar day period shall be deemed to be an approval of the matters set forth in said Supplemental Title Report. If an Affected Party designates a Disapproved Exception, that Party shall specify in writing its reason for disapproval, and the Other Party shall have the right, but not the obligation, to: (a) remove or cure the Disapproved Exception to the reasonable satisfaction of such Affected Party; or (b) to elect not to cure such Disapproved Exception, provided that neither Party shall have any obligation to expend any funds to remove a Disapproved Exception. If the Other Party fails to notify an Affected Party of the Other Party’s election to remove or cure such Disapproved Exception within ten (10) calendar days after the Other Party’s receipt of Affected Party’s notice of disapproval, the Other Party shall be deemed to have elected not to cure such Disapproved Exception. If the Other Party elects or is deemed to have elected not to cure such Disapproved Exception, then an Affected Party’s exclusive remedy shall be to: (i) accept such Disapproved Exception and proceed to take title to the Property in the manner set forth in this Agreement and without either deduction or offset, and waive such Disapproved Exception without cause of action hereunder against the Other Party, or (ii) provide written notice to the Other Party within five (5) calendar days after the Other Party’s election or deemed election, of Affected Party’s election to terminate this Agreement and the Escrow. An Affected Party’s failure to provide the Other Party within said five (5) calendar day period with written notice of either its acceptance of such Disapproved Exception or its election to terminate this Agreement shall constitute the Affected Party’s acceptance of such Disapproved Exception and its election not to terminate this Agreement under the foregoing clause (ii). In the event an Affected Party shall not have terminated this Agreement under said clause (ii), then all matters and exclusions or exceptions from title insurance coverage shown in the Supplemental Title Report which Affected Party shall have accepted pursuant to this Section 4.4 (other than those which the Other Party has agreed to cure as provided in this Section), together with all other Permitted Exceptions shall be deemed “**Permitted Exceptions**”.

4.5. **Title Policies.**

4.5.1. University shall evidence the Approved Condition of New Fire Station Property Title by the irrevocable commitment of Title Company to issue its ALTA Extended Coverage Owner's Form Policy of Title Insurance ("**New Fire Station Property Title Policy**") in an amount to be determined by City, showing title to the New Fire Station Property vested in City subject only to Permitted Exceptions.

4.5.2. City shall evidence the Approved Condition of the City Property Title by the irrevocable commitment of Title Company to issue its ALTA Extended Coverage Owner's Form Policy of Title Insurance ("**City Property Title Policy**") in an amount to be determined by University, showing title to the City Property vested in University subject only to Permitted Exceptions.

5. **No Further Due Diligence Required.** Subject to the provisions of Section 4.4 hereof, each Party acknowledges with respect to the property it will acquire pursuant to this Agreement that it has: (a) conducted any and all due diligence with respect to the property it intends to acquire and is as familiar with the condition of the property to be acquired as it deems necessary; and (b) satisfied itself as to the condition of such property.

6. **Evidence of Substantial Completion.** Substantial Completion of the New Fire Station Improvements shall be evidenced by: (a) issuance of the Final Commissioning Report (defined in Exhibit "E," Section 2) by CX stating that the Commissioning to assure proper functioning of the building systems within the New Fire Station Improvements has been completed in accordance with the Commissioning Specifications; (b) the Certificate of Substantial Completion signed by Architect and BCA Inspector stating that construction of the New Fire Station Improvements has been completed in accordance with the Approved Plans, subject only to Minor Punch List items (as each term is defined in Exhibit "E," Section 2), such that City may enter upon and occupy such Improvements; and (c) issuance by of a TCO by LADBS. Compliance with Commissioning Specifications shall be determined by the CX selected by University and approved by City in its reasonable discretion. The Parties agree that initial CX shall be Glumac.

7. **Conditions to Close of Escrow.** Unless otherwise agreed by the Parties in writing, or except as provided in Section 15 below, Escrow Holder shall cause the Closing to occur within thirty (30) calendar days following the satisfaction or waiver of the Closing conditions for the benefit of each Party set forth in Sections 7.1 and 7.2. Notwithstanding anything to the contrary contained herein, the exchange of Properties contemplated herein shall not happen, and Close of Escrow shall not occur, unless and until: (i) City confirms to Escrow Holder (on the day before Closing Date) that the New Fire Station Improvements are undamaged and ready for occupancy under a TCO as provided in Section 7.1(h) below, and (ii) all other conditions to Close of Escrow in Section 7 hereof are satisfied or waived

7.1. **Conditions to City Obligations.** For the benefit of City, the Close of Escrow and City's obligation to consummate the transaction contemplated by this Agreement are subject to satisfaction of each of the conditions set forth in this Section 7.1 on or prior to the date designated for the Close of Escrow (or City's waiver thereof). City agrees that Escrow Holder

shall be instructed by this Agreement to close Escrow automatically upon satisfaction or written waiver by City of each of the conditions in Section 7.1(a) through (k) below; and (ii) unless Escrow Holder receives written notice from City within thirty (30) calendar days following delivery by Architect of the Certificate of Substantial Completion that the condition set forth in clause (k) below is not satisfied, Escrow Holder shall deem that condition to be satisfied, in each case, without requiring that Escrow Holder receive further instruction from City.

(a) **Title**. Title Company shall be irrevocably committed to issue the New Fire Station Property Title Policy with title to the New Fire Station Property in the Approved Condition of New Fire Station Property Title.

(b) **Certificate of Substantial Completion**. Architect shall have delivered the Certificate of Substantial Completion for the New Fire Station Improvements signed by Architect and BCA Inspector to Escrow Holder.

(c) **B Permit Street Improvements**. The street improvements at Hoover and 30<sup>th</sup> Streets within City right-of-way, including street widening, new street pavement, curb and gutter, under-sidewalk parkway drains, installation of a flashing beacon system, street trees, driveways, and street light relocation, as more fully described on the B permit application dated October 24, 2013 under Permit No. BR003459 submitted to City by University (“**Street Improvements**”) shall have been completed by University. A copy of such Permit is attached hereto as Exhibit “L”. Pursuant to City Ordinance No. 165081, the Street Improvements must be completed by University before a TCO or Final Certificate of Occupancy can be issued for the New Fire Station Improvements.

(d) **Temporary Certificate of Occupancy**. LADBS shall have issued a TCO for the New Fire Station Improvements

(e) **Final Commissioning Report**. CX shall have issued the Final Commissioning Report for the New Fire Station Improvements

(f) **Escrow**. Escrow Holder shall have in its possession and control the documents required to be delivered by University pursuant to Section 3.2.

(g) **No Right of Occupancy**. University shall certify that no portion of the New Fire Station Property is subject to any lease or other right of occupancy, other than those rights, if any, included in the Approved Condition of New Fire Station Property Title.

(h) **Notice of No Damage**. City shall have provided written notice to Escrow Holder that, as of the day prior to the Closing Date, the New Fire Station Improvements are undamaged and ready for occupancy under a TCO.

(i) **Move-In Notice**. LAFD shall have provided written notice to Escrow Holder and University specifying the date that the City intends to move into and occupy the New Fire Station Improvements (the “**Move-In Notice**”).



(j) **Notice of Completion of Operations Testing.** LAFD shall have provided written notice to Escrow Holder confirming that City has completed all Operations Testing (defined in Exhibit E, Section 22, hereof) to City's satisfaction.

(k) **University Obligations and Warranties.** University shall have performed all its obligations required to be performed under this Agreement, and its representations and warranties shall be true and correct as of the Close of Escrow.

(l) **City Ordinance.** City shall have delivered a copy of the Ordinance approved by its City Council that authorizes conveyance of City Property to University.

(m) **City Attorney Letter.** The City Attorney shall have delivered a letter stating that the City Property has been declared surplus or otherwise complies with City rules for transfer of surplus property.

7.2 **Conditions to University's Obligations.** For the benefit of University, the Close of Escrow and University's obligation to consummate the transaction contemplated by this Agreement are subject to satisfaction of each of the conditions set forth in this Section 7.2 on or prior to the date designated for the Close of Escrow (or University's waiver thereof, it being agreed that University may waive any or all such conditions), provided that: (i) University agrees that Escrow Holder shall be instructed by this Agreement to close Escrow automatically upon satisfaction or written waiver by University of each of the conditions in Section 7.2(a) through (d) below; and (ii) unless Escrow Holder receives written notice from University within 15 calendar days following delivery by Architect of the Certificate of Substantial Completion that the condition set forth in clause (e) below is not satisfied, Escrow Holder shall deem such condition to be satisfied, in each case, without requirement that Escrow Holder receive further instruction from University.

(a) **Title.** Title Company shall be irrevocably committed to issue City a Property Title Policy with title to the City Property in the Approved Condition of City Property Title.

(b) **Certificate of Substantial Completion.** Architect shall have delivered the Certificate of Substantial Completion for the New Fire Station Improvements signed by Architect and BCA Inspector to Escrow Holder.

(c) **Escrow.** Escrow Holder shall have in its possession and control the documents required to be delivered by the City pursuant to Section 3.3.

(d) **No Right of Occupancy.** City shall certify that no portion of the City Property shall be subject to any lease or other right of occupancy, other than those rights, if any, included in the Approved Condition of City Property Title and City shall have decommissioned the use of Fire Station 15 on the City Property.

(e) **City Obligations and Warranties.** City shall have performed all its obligations required to be performed under this Agreement, and its representations and warranties shall be true and correct as of the Close of Escrow.

8. **Hazardous Materials.** In the event that prior to Close of Escrow: (a) the University becomes aware of the presence of any Hazardous Materials (defined below) on or about the New Fire Station Property that are in violation of Environmental Laws (defined below) with respect to the proposed fire station (i.e., non- residential) use of the Property; or (b) any Environmental Agency (defined below) having a duty to do so, makes, alleges, or asserts a claim arising from or related to any release of Hazardous Materials in, on or under said Land in violation of Environmental Laws (including any claim for investigation or remediation on the Property ), University shall use commercially reasonable efforts to investigate and, to the extent required by Environmental Laws or mandatory order of an Environmental Agency, to remediate the Hazardous Materials to a level required to permit non-residential development on the New Fire Station Property. University shall provide City with evidence of the actions taken as required in this Section. In the event that University reasonably determines at any time that the cost of compliance with the provisions of this Section shall exceed \$250,000, it shall have the right to cease the investigation and remediation required by this Section and to request that City meet and confer to evaluate, among other things: (i) alternative means of remediating the New Fire Station Property or providing the New Fire Station Improvements at reduced cost, (ii) alternative locations on the New Fire Station Property or other property in the vicinity that would permit construction of fire station improvements meeting Prop F requirements at reduced cost, or (iii) alternative means to satisfy the obligations of University under the Development Agreement. In considering such alternatives, City may reject any alternative proposed in its sole discretion. For purposes of this Agreement, the following terms shall have the meanings set forth below.

“**Environmental Agency**” means a federal, state, regional or local agency or entity other than City that has or asserts jurisdiction over releases of Hazardous Materials or the presence, use, storage, transfer, licensing, reporting, permitting, analysis, disposal or treatment of Hazardous Materials in, on, under, about, or affecting the New Fire Station Property.

“**Environmental Laws**” shall mean any federal, state, regional or local laws, ordinances, rules, regulations, requirements, orders, directives, guidelines, or permit conditions regulating or relating to the transfer, treatment, analysis, discharge, release, disposal, transportation, investigation or remediation of Hazardous Materials applicable to the New Fire Station Property.

“**Hazardous Materials**” means materials that because of their quantity, concentration or physical, chemical or infectious characteristics may cause or pose a present or potential hazard to human health or the environment and listed or identified as hazardous or toxic substances, materials or wastes as defined by or listed under the Environmental Laws, including naturally occurring methane, petroleum or petroleum by-products or any fraction thereof.

9. **Costs, Expenses and Prorations.** The costs and expenses related to Closing shall be allocated between City and University and shall be prorated as set forth in this Section 9.

#### 9.1 **Title Premiums.**

(a) **New Fire Station Property Title Policy.** University shall pay the premium attributable to ALTA coverage and the cost of any endorsements in the New Fire Station Property Title Policy. University shall also pay the cost of any mechanic’s lien

endorsement and/or provide to Title Company such indemnity as is necessary to remove from the New Fire Station Property Title Policy any exception for mechanic's liens arising from work on the New Fire Station Property. University shall also pay the cost of any other endorsement it approves to address an exception to title which University has agreed to remove or ameliorate.

(b) **City Property Title Policy.** University shall pay the premium attributable to ALTA extended coverage and the cost of any endorsements included in the City Property Title Policy required by University. University shall also pay the cost of any mechanic's lien endorsement and/or provide to Title Company such indemnity as is necessary to remove from the City Property Title Policy any exception for mechanic's liens arising from work on the City Property. University shall also pay the cost of any other endorsement it approves to address an exception to title which City has agreed to remove or ameliorate.

9.2 **Escrow Fees.** Except as set forth in Section 9.1(a) or (b), the escrow fee and all other fees and charges of Escrow Holder to consummate the contemplated transactions shall be paid by University.

9.3 **Transfer Taxes.** University shall pay all documentary transfer and recording fees payable in connection with recordation of the Grant Deeds.

9.4 **Prorations in General.** All prorations shall be computed as of the Closing Date.

9.5 **Taxes, Assessments and Fees.** Real property taxes, special taxes, assessments, utility fees and/or deposits, and personal property taxes shall be prorated as of the Closing Date. Prorations of taxes and assessment with respect to the New Fire Station Property or the City Property, as applicable, shall be based on the latest available tax information. University shall be responsible for all such taxes and assessments levied against the New Fire Station Property to and including the day prior to Close of Escrow. Except where exempt, City shall be responsible for all taxes, special taxes and assessments levied against the New Fire Station Property from and after the Closing Date. City shall be responsible for all such taxes and assessments levied against the City Property to and including the day prior to Close of Escrow. University shall be responsible for all taxes, special taxes and assessments levied against the City Property from and after the Closing Date.

9.6 **Utilities.** All utility costs and expenses shall be prorated outside of escrow.

9.7 **Post-Closing Corrections.** If any errors or omissions are made regarding adjustments and prorations as aforesaid, the Parties shall make the appropriate corrections promptly upon discovery thereof. If any estimates are made after the Close of Escrow regarding adjustments or prorations, the Parties shall make the appropriate correction promptly when accurate information becomes available. Any corrected adjustment or proration shall be paid in cash to the Party entitled thereto.

10. **Disbursements and Other Actions by Escrow Holder.** Upon the Close of Escrow, Escrow Holder shall promptly comply with all of the requirements of this Section 10.

10.1 **Prorations.** Escrow Holder shall prorate all items of cost and expense in accordance with the requirements of Section 9, based upon the statement executed by both Parties and delivered into Escrow.

10.2 **Recording.** Escrow Holder shall cause the Grant Deeds and any other documents which the Parties hereto may mutually direct, to be recorded in the Official Records of Los Angeles County, California in the order to be determined by the Parties.

10.3 **Funds.** Escrow Holder shall disburse from funds deposited by City with Escrow Holder towards payment of all items chargeable to the account of City pursuant hereto in payment of such costs, and disburse the balance of such funds, if any, to City. Escrow Holder shall disburse from funds deposited by University with Escrow Holder towards payment of all items chargeable to the account of University pursuant hereto in payment of such costs and disburse the balance of such funds, if any, to University.

10.4 **Delivery of Documents.** Escrow Holder shall deliver to City the Assignment for the New Fire Station Property Intangibles. Escrow Holder shall deliver to University the Assignment for the City Property Intangibles and the City Acceptance.

10.5 **Title Policy.** Escrow Holder shall cause Title Company to issue the New Fire Station Property Title Policy to City. Escrow Holder shall cause Title Company to issue the City Property Title Policy to University.

## 11. **Disclaimer and Release of Claims.**

11.1 **Disclaimers By University.** Except for warranties assigned to City with respect to construction of the New Fire Station as described in Exhibit "E" and Exhibit "H" hereto, University has not at any time made and is not now making, and it specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the New Fire Station Property, including but not limited to, warranties or representations as to: (a) matters of title, (b) environmental matters relating to the New Fire Station Property or any portion thereof, including without limitation, the presence of Hazardous Materials in, on, under or in the vicinity of the New Fire Station Property, (c) geological conditions, including without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the New Fire Station Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any under-shoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the New Fire Station Property or any portion thereof may be subject, (i) the availability of any utilities to the New Fire Station Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the New Fire Station Property or any portion thereof, (l) the value or the status of title to the New Fire Station Property; compliance of the New Fire Station Property with the surveys, plans and/or specifications for the New Fire Station

Improvements; the size, location, age, use, design, quality, description, suitability, structural integrity, operation, or physical or financial condition of the New Fire Station Property or any portion thereof; or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the New Fire Station Property or any part thereof, (m) the condition or use of the New Fire Station Property or compliance of said Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) the merchantability of the New Fire Station Property or fitness of said Property for any particular purpose, (p) the tax consequences of the Exchange, or (q) any other matter or thing with respect to the New Fire Station Property.

11.2 **Disclaimers By City.** Except as expressly set forth in this Agreement, City has not at any time made and is not now making, and the City specifically disclaims, any warranties or representations of any kind or character, express or implied, with respect to the City Property, including, but not limited to, warranties or representations as to (a) matters of title, (b) environmental matters relating to the City Property or any portion thereof, including without limitation, the presence of Hazardous Materials in, on, under or in vicinity of the City Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the City Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions, soil fill conditions, susceptibility to landslides, or sufficiency of any under-shoring, (g) presence of endangered species or environmentally sensitive or protected areas, (h) zoning or building entitlements to which the City Property or any portion thereof may be subject, (i) availability of any utilities to the City Property or any portion thereof, including without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the City Property or any portion thereof, (l) the value or the status of title to the City Property; compliance of the City Property with the surveys, plans and/or specifications for the Existing Fire Station Improvements; the size, location, age, use, design, quality, description, suitability, structural integrity, operation, or physical or financial condition of the City Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the City Property or any part thereof, (m) condition or use of the City Property or compliance of said property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) merchantability of the City Property or its fitness for any particular purpose, (p) tax consequences of the Exchange or (q) any other matter with respect to the City Property.

11.3 **Transfer of New Fire Station Property “As Is, Where Is”.** The City acknowledges and agrees that upon Closing, University shall convey to City and City shall accept the New Fire Station Property “AS IS, WHERE IS, WITH ALL FAULTS,” except to the extent expressly provided otherwise in this Agreement and any document executed by University and delivered to City at Closing. Except as expressly set forth in this Agreement, City has not relied and will not rely on, and University has not made and is not liable for or bound by, any

express or implied warranties, guarantees, statements, representations or information (collectively, “**Communications**”) relating to the New Fire Station Property. Similarly, University is not liable for or bound by such Communications made or furnished by any real estate broker, agent or third party representing or purporting to represent University, to whomever made or given, directly or indirectly, orally or in writing. City represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of City consultants in acquiring the New Fire Station Property and shall make an independent verification of the accuracy of any documents and information provided by University. City has conducted such inspections and investigations of the New Fire Station Property as it deemed necessary, including but not limited to, the physical and environmental conditions thereof, and shall rely upon same. Upon Closing, City shall assume the risk that adverse matters, including but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by such City inspections and investigations.

11.4 **Transfer of City Property “As Is, Where Is.”** The University acknowledges and agrees that upon Closing, City shall convey to University and University shall accept the City Property “AS IS, WHERE IS, WITH ALL FAULTS,” except to the extent expressly provided otherwise in this Agreement and any document executed by City and delivered to University at Closing. Except as expressly set forth in this Agreement, University has not relied and will not rely on, and City has not made and is not liable for or bound by, any Communications relating to the City Property. Similarly, City is not liable for or bound by such Communications made or furnished by any real estate broker, agent or third party representing or purporting to represent City, to whomever made or given, directly or indirectly, orally or in writing. University represents that it is a knowledgeable, experienced and sophisticated purchaser of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of its consultants in acquiring the City Property and shall make an independent verification of the accuracy of any documents and information provided by City. University has conducted such inspections and investigations of the City Property as it deemed necessary, including but not limited to, the physical and environmental conditions thereof, and shall rely upon same. Upon Closing, University shall assume the risk that adverse matters, including but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by University inspections and investigations.

11.5 **University Released from Liability.** City has fully reviewed with its counsel the disclaimers and waivers set forth in this Agreement and understands the significance and effect thereof. City acknowledges and agrees that said disclaimers and waivers are an integral part of this Agreement, and that University would not have agreed to exchange the New Fire Station Property with City for the City Property without said disclaimers and waivers.

(a) Without limiting the generality of the foregoing, but subject to: (i) the express representations set forth in Section 13 of this Agreement and in the documents to be delivered by University at Closing, and subject also to any covenant or obligation of University contained herein or therein, and (ii) the assignment by University of the warranty obligations with respect to the New Fire Station Improvements as described in Exhibit “E” and Exhibit “H” hereto, City, on behalf of itself and its heirs, successors and assigns, effective on the Close of

Escrow, expressly waives, relinquishes, acquits, forever discharges and releases any and all past, present, or future, fixed or contingent, matured or unmatured, liquidated or unliquidated, claims, causes of actions, cross-claims, liabilities, rights, remedies, demands (including letter-demands, notices, or inquiries from any person or governmental or quasi-governmental authority or agency), penalties, assessments, damages, requests, suits, lawsuits, costs (including attorneys' fees and expenses), actions, administrative proceedings, or orders, of whatever nature, character, type, or description, whenever and however occurring, whether at law or in equity, and whether sounding in tort or contract or any statutory or common law claim or remedy of any type (collectively, "**Claims**"), that City or any of its successors or assigns may now or hereafter have against University, whether known or unknown, with respect to the New Fire Station Property and the transactions contemplated by this Agreement, including without limitation: (A) any latent or patent defect in the New Fire Station Improvements and geological conditions of the New Fire Station Property (including, without limitation, subsidence and subsurface conditions); and (B) any past, present or future presence or existence of Hazardous Materials on, under or about the New Fire Station Property or with respect to any past, present or future violations of rules, regulations, laws, ordinances, or policies now or hereafter enacted, regulating or governing the use, handling, storage or disposal of Hazardous Materials and any rights City may have under any other environmental or health and safety statute, law, rule, regulation, policy or ordinance.

(b) City acknowledges that there is a risk that subsequent to execution of the release set forth in Section 11.5(a) and the General Release set forth in this Section 11.5(b) ("**City Releases**"), it may discover, incur, or suffer from Claims which were unknown or unanticipated at the time this Agreement is executed, including without limitation, unknown or unanticipated Claims which, if known by City on the date this Agreement is being executed, may have materially affected its decision to execute this Agreement. City acknowledges that, as of the Close of Escrow, it is assuming the risk that such unknown and unanticipated Claims may exist and agrees that the City Releases apply thereto. City expressly waives the benefits of Section 1542 of the California Civil Code, which reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM/HER MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR."

City Initials \_\_\_\_\_

11.6 **City Released from Liability.** University has fully reviewed the disclaimers and waivers set forth in this Agreement with its counsel and understands the significance and effect thereof. University acknowledges and agrees that the disclaimers and other agreements set forth in this Agreement are an integral part of this Agreement and that City would not have agreed to exchange the City Property with University for the New Fire Station Property without this disclaimer and other agreements set forth in this Agreement.

(a) Without limiting the generality of the foregoing, but subject to the express representations set forth in Section 14 of this Agreement or in the documents to be delivered by City at Closing, and subject also to any covenant or obligation of City contained

herein or therein, University, on behalf of itself and its heirs, successors and assigns, effective on the Close of Escrow, expressly waives, relinquishes, acquits, forever discharges and releases any and all past, present, or future, fixed or contingent, matured or unmatured, liquidated or unliquidated, Claims that University or any of its successors or assigns may now or hereafter have against City, whether known or unknown, with respect to the City Property and the transactions contemplated by this Agreement, including without limitation: (i) any latent or patent defect in the Existing Fire Station Improvements and geological conditions of the City Property (including, without limitation, subsidence and subsurface conditions); and (ii) any past, present or future presence or existence of Hazardous Materials on, under or about the City Property or with respect to any past, present or future violations of any rules, regulations, laws, ordinances, or policies now or hereafter enacted, regulating or governing the use, handling, storage or disposal of Hazardous Materials and any and all rights University may have under any other environmental or health and safety statute, law, rule, regulation, policy or ordinance.

(b) University acknowledges that there is a risk that subsequent to the execution of the releases in Section 11.6(a) and the General Release set forth in this Section 11.6(b) (“**University Releases**”), set forth herein, University may discover, incur, or suffer from Claims which were unknown or unanticipated at the time this Agreement is executed, including without limitation, unknown or unanticipated Claims which, if known by University on the date this Agreement is being executed, may have materially affected its decision to execute this Agreement. University acknowledges that, as of the Close of Escrow, it is assuming the risk that such unknown and unanticipated Claims may exist and agrees that the University Releases apply thereto. University expressly waives the benefits of Section 1542 of the California Civil Code, which reads as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS/HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS/HER SETTLEMENT WITH THE DEBTOR.”

University Initials \_\_\_\_\_

11.7 **Survival.** The terms and conditions of Section 11 shall expressly survive the Closing.

12. **Occupancy of New Fire Station.** As material consideration for the University hereunder and to assure prompt Exchange of the properties described by this Agreement, City hereby agrees that the New Fire Station Improvements shall not be designated as Fire Station 15 and LAFD shall not occupy and operate the New Fire Station Improvements and unless and until the Close of Escrow has taken place. The City intends to move into the New Fire Station Improvements, remove the designation “Fire Station 15” from the Existing Fire Station and concurrently designate the New Fire Station Improvements with this name on the day of the Closing.

13. **University Representations and Warranties.** University makes all of the representations and warranties set forth below in this Section 13, each of which is material and is



being relied upon by City. By closing the Exchange transaction contemplated herein, University shall be deemed to have re-made, as of the Closing Date, the following representations and warranties:

13.1 **Authority.** University has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by University is requisite to the valid and binding execution, delivery and performance of this Agreement.

13.2 **Conformance with Law.** University has not received written notice from any governmental authorities having the responsibility for monitoring compliance with laws and regulations, of any violations of any federal, state or local zoning, building, fire, environmental, health and safety laws and regulations affecting the New Fire Station Property other than notices more than two years old that have been rescinded or rendered moot by compliance.

14. **City Representations and Warranties.** City makes all of the representations and warranties set forth below in this Section 14, each of which is material and is being relied upon by University. By closing the Exchange transaction contemplated herein, City shall be deemed to have re-made, as of the Closing Date, the following representations and warranties:

14.1 **Authority.** Following City Council approval of this Agreement, City has the legal right, power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, and the execution, delivery and performance of this Agreement have been duly authorized and no other action by City is requisite to the valid and binding execution, delivery and performance of this Agreement.

14.2 **Conformance with Law.** City has not received written notice from any governmental authorities having the responsibility for monitoring compliance with laws and regulations, of any violations of any federal, state or local zoning, building, fire, environmental, health and safety laws and regulations affecting the City Property other than notices more than two years old that have been rescinded or rendered moot by compliance.

15. **Damage to or Destruction of New Fire Station Improvements.** Notwithstanding anything to the contrary contained in this Agreement, City shall have no obligation to Close Escrow if, prior to the Closing Date, the New Fire Station Improvements are destroyed or damage to the extent that the City reasonably determines that it could not occupy such Improvements as a fire station.

16. **Default; Remedies.**

16.1 **Remedies of City.** It is acknowledged by City that University's obligation to construct the New Fire Station arises solely pursuant to the Development Agreement. If University shall default in its obligation with respect to Close of Escrow under this Agreement, City's sole remedy by reason thereof (in lieu of prosecuting an action for damages or proceeding with other legal or equitable course of conduct, the right to bring such actions or proceedings being expressly and voluntarily waived by City) shall be the right to seek specific performance of University's obligations hereunder. If City elects to seek specific

performance of this Agreement, then as a condition precedent to a suit for specific performance, it shall fully perform all its obligations hereunder which are capable of being performed.

16.2 **Remedies of University.** If City shall default in any of its obligations to be performed on or before the Closing Date, University's sole remedy by reason thereof (in lieu of prosecuting an action for damages or proceeding with any other legal or equitable course of conduct, the right to bring such actions or proceedings being expressly and voluntarily waived by the University) shall be the right to seek to obtain specific performance of City's obligations hereunder. If University elects to seek specific performance of this Agreement, then as a condition precedent to a suit for specific performance, it shall fully perform all of its obligations hereunder which are capable of being performed.

16.3 **No Damages.** Except as specifically set forth in Exhibit "E" and Exhibit "H" with respect to warranties and claims related to construction of the New Fire Station, or with respect to any claim for breach of representation and warranty made by either Party, neither Party shall have a right to damages hereunder. Wherever a Party has a right to damages for the default of the other Party: (a) such damages shall be limited to direct (actual) damages for the default of the other Party, and (b) each of the Parties, on behalf of itself and its successors and assigns, hereby expressly waives, releases and relinquishes any and all right to any expectation, anticipation, indirect, consequential, exemplary, punitive or similar damages.

17. **Notices.** All notices or other communications required or permitted hereunder shall be in writing, and be personally delivered, sent by registered or certified mail (postage prepaid and return receipt requested), or sent by messenger, overnight courier, or telecopy, and shall be deemed received upon the earlier of: (a) if personally delivered, the date of delivery to the address of the person to receive such notice, (b) if mailed, three (3) business days after the date of posting by the United States post office, (c) on the business day following the date of delivery to a messenger or overnight courier, or (d) when transmitted if sent by facsimile transmission or email to the fax number or email address set forth below; provided that notices given by facsimile or email shall not be effective unless either: (i) a duplicate copy of such notice is promptly sent by any method permitted under this Section 17 other than by facsimile or email (provided that the recipient Party need not receive such duplicate copy prior to a deadline set forth herein); or (ii) the receiving Party delivers a written confirmation of receipt for such notice either by facsimile, email or any other method permitted under this Section. Any notice given by facsimile or email shall be deemed received on the next business day if such notice is received after 5:30 p.m. (recipient's time) or on a non-business day. Unless otherwise provided in writing, all notices hereunder shall be addressed as follows:

If to the City:

City of Los Angeles  
Attention: Tony M. Royster, General Manager  
Department of General Services  
200 North Spring Street  
Los Angeles, CA 90012

with copies to:

Los Angeles City Attorney's Office  
Real Property/Environment Division  
Los Angeles City Attorney's Office  
7<sup>th</sup> Floor, City Hall East  
200 North Main Street  
Los Angeles, CA 90012

If to the University:

University of Southern California  
Real Estate & Asset Management  
UGW 110  
Los Angeles, CA 90089-7271

with copies to:

University of Southern California  
Office of the General Counsel  
ADM 352  
Los Angeles, CA 90089-5013

If to the Escrow Holder:

Old Republic Title Company  
c/o Joan Hawkins  
Commercial Escrow Officer  
101 North Brand Blvd., 14th Floor  
Glendale, CA 91203  
jhawkins@ortc.com  
Bus. 818.247.2917 ext 6562  
Fax: 818.230.9102

Notice of change of address shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to constitute receipt of the notice, demand, request or communication sent.

18. **Brokers.** If any claims for brokers' or finders' fees for the consummation of this Agreement arise from any party claiming by or through the City, then the City shall indemnify, hold harmless and defend the University from and against such claims if they shall be based upon or are alleged to be based upon any statement or representation or agreement by the City. If any claims for brokers' or finders' fees for the consummation of this Agreement arise from any party claiming by or through the University, then the University shall indemnify, hold harmless and defend the City from and against such claims if they shall be based upon or are alleged to be based upon any statement or representation or agreement by the University.

19. **No Liability of a Party's Owners, Officials, Employees or Agents.** In no event shall either Party's officials, trustees, members, shareholders, owners or affiliates, officers, directors, property managers, employees or agents, or any affiliate or controlling person thereof have any liability for any claim, cause of action or other liability arising out of or relating to this Agreement or the New Fire Station Property or the City Property, whether based on contract, common law, statute, equity or otherwise, solely by virtue of his, her or their status as a member, shareholder, owner, affiliate, officer, director, property manager, employee or agent.

20. **Miscellaneous.**

20.1 **Survival of Covenants.** The representations and warranties of University and City in Section 13 and Section 14, respectively, shall survive for a period of twelve (12)

months after recordation of the Grant Deeds and the Close of Escrow. All covenants and obligations contained in this Agreement which imply or require performance after the Close of Escrow shall survive recordation of the Grant Deeds and the Close of Escrow.

20.2 **Time of Essence.** Time is of the essence of each and every term, condition, obligation and provision hereof.

20.3 **Counterparts.** This Agreement may be signed in any number of separate counterparts, each of which shall be effective as an original, but all of which taken together shall constitute a single document and one and the same instrument. This Agreement shall not be effective until execution and delivery by the Parties of at least one set of counterparts. The signature of a Party to any counterpart may be removed and attached to any other counterpart. Any counterpart to which are attached the signatures of all of the Parties shall constitute an original of this Agreement. The Parties agree to recognize execution of this Agreement by facsimile or other electronically transmitted signatures; provided, however, that such execution shall not be effective unless a manually executed copy of the signature page is promptly sent by U.S. Postal Service, postage prepaid or overnight delivery service or is hand delivered to the Parties or Escrow Holder. The Parties hereby authorize each other (and Escrow Holder) to detach and combine original signature pages and consolidate them into a single identical original.

20.4 **Waiver.** The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of a future breach of such provision or any other provision hereof.

20.5 **Applicable Law; Interpretation.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Except as otherwise expressly provided herein, each Party retains all rights and remedies under law and equity with respect to the other Party's breach or default hereunder. The provisions of this Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Agreement.

20.6 **Entire Agreement.** Except with respect to the Development Agreement which, excluding the Memorandum of Understanding attached thereto, remains in full force and effect, this Agreement supersedes any prior agreements, negotiations and communications, oral or written, and contains the entire agreement between the City and the University as to the subject matter hereof. No subsequent agreement, representation, or promise made by either Party hereto, or by or to an employee, officer, agent or representative of either Party shall be of any effect unless it is in writing and executed by the Party to be bound thereby. The Exhibits attached hereto are hereby incorporated herein by this reference. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the Parties hereto. Notwithstanding any other provision of the Development Agreement to the contrary, in the event of a conflict between the definition of Existing Fire Station Improvements or the obligation of University to construct a fire station in this Agreement and in the Development Agreement, the terms of this Agreement shall govern.

20.7 **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the Parties hereto; provided that

neither Party may assign its rights under this Agreement without the prior written consent of the other Party, given in its sole discretion.

20.8 **Further Assurances.** The Parties agree that all documents shall be in form and substance reasonably acceptable to University and City and necessary to carry out the intent of the Parties hereto. The Parties further agree to execute such other documents and instruments not listed above as may be reasonably necessary to carry out the intent hereof, including without limitation escrow closing statements and disbursement instructions.

20.9 **List of Exhibits.** The following exhibits which are part of this Agreement are attached hereto and each of which is incorporated herein by this reference as though set forth in full:

Exhibit "A"	Legal Description of City Property
Exhibit "B"	Legal Description of New Fire Station City Property
Exhibit "C"	Form of ATSAC Agreement
Exhibit "D"	Index of Approved Plans
Exhibit "E"	New Fire Station Improvements Turn Key Provisions
Exhibit "E," Attachment 1	Project Schedule
Exhibit "E," Attachment 2	Breakdown of BCA Personnel
Exhibit "E," Attachment 3	Chronology of Steps Leading to City Determination of Final Completion of the New Fire Station
Exhibit "F"	Grant Deed of New Fire Station Property
Exhibit "G"	Grant Deed of City Property
Exhibit "H"	Terms of Contractor Warranty
Exhibit "I"	Commissioning Specifications
Exhibit "J"	Certificate of Substantial Completion
Exhibit "K"	BOE's 11/13 Comments to Approved Plans
Exhibit "L"	B Permit Application

21. **Indemnification of Escrow Holder.**

21.1 **Conflict.** If this Agreement or any related matter shall become the subject of litigation or controversy, City and University agree, jointly and severally, to hold Escrow Holder free and harmless from any loss or expense, including attorneys' fees, that may be suffered by it by reason thereof except for losses or expenses arising from Escrow Holder's negligent or willful misconduct. If conflicting demands are made or notices served on Escrow Holder with respect to this Agreement, Escrow Holder shall be entitled to file an action in interpleader and obtain an order from the court requiring the Parties to interplead and litigate their claims and rights among themselves. Upon filing of the interpleader action, Escrow Holder shall be fully released and discharged from any obligations imposed on it by this Agreement.

21.2 **Limited Liability of Escrow Holder.** Escrow Holder shall not be liable for the sufficiency or correctness as to form, manner, execution or validity of any instrument deposited with it, nor as to the identity, authority or rights of any person executing such instrument, nor for failure of City or University to comply with any provision of any agreement, contract or other instrument filed with Escrow Holder or referred to herein, it being understood, however, that this sentence does not exculpate Escrow Holder from negligence or willful misconduct. Escrow Holder's duties hereunder shall be limited to the safekeeping of all monies, instruments or other documents received by it as Escrow Holder, and for their disposition in accordance with the terms of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first-above written.

**“UNIVERSITY”**

THE UNIVERSITY OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_

Title: \_\_\_\_\_

DATE: \_\_\_\_\_

**“CITY”**

CITY OF LOS ANGELES, a municipal corporation,  
acting by and through its Department of General  
Services

By: \_\_\_\_\_

Tony M. Royster, General Manager  
Department of General Services

DATE: \_\_\_\_\_

[Signatures continued on next page]

APPROVED AS TO FORM:  
Michael Feuer, City Attorney

By: \_\_\_\_\_  
Curt Holguin, Deputy City Attorney

Date: \_\_\_\_\_

ATTEST:

Holly Wolcott, Interim City Clerk

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

**JOINDER BY ESCROW AGENT**

Escrow Holder has executed this Agreement in order to confirm that Escrow Holder shall comply with the obligations of Escrow Holder under the terms of this Agreement.

Old Republic Title Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT "A"**

**LEGAL DESCRIPTION OF CITY PROPERTY**

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF CITY PROPERTY**

**ORDER NO. : 2476022365-48**

**EXHIBIT A**

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

The Southeasterly 30 feet of Lot 18 and all of Lot 19 in Block Q of West Los Angeles, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3 Pages 142 and 143 and in Book 29 Pages 19 and 20, both of Miscellaneous Records, in the office of the County Recorder of said County.

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF NEW FIRE STATION PROPERTY**

LEGAL DESCRIPTION

FIRE STATION

Lot 1 of Tract No. 29063 in the City of Los Angeles, County of Los Angeles, State of California, as per map filed in Book 852, Pages 53 and 54, of Maps, Records of said County.

Excepting therefrom that portion lying southeasterly and southwesterly of the following described line:

Beginning at a point on the northeasterly line of said Lot 1, distant thereon South 61°53'20" East 29.86 feet from the most northwesterly terminus of the line shown as having a bearing and distance of "North 62°05'11" West 181.13 feet" on said Tract No. 29063; thence South 28°06'40" West 44.82 feet; thence South 61°53'20" East 18.00 feet; thence South 28°06'40" West to the northeasterly line of Lot 2 of said Tract No. 29063; thence northwesterly along said northeasterly line of Lot 2 to the westerly line of said Lot 1.

This Legal Description is described on the accompanying "Legal Description Map – Fire Station", is made a part hereof for reference purposes and was prepared as a convenience and is not intended for the use in the division and/or conveyance of land in violation of the Subdivision Map Act of the State of California.



*[Handwritten Signature]*

John Chiappe Jr., PLS 7230

PSOMAS

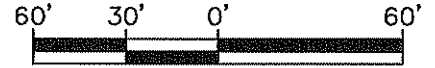
Date: 11/28/2012

SCALE: 1" = 60'

# LEGAL DESCRIPTION MAP FIRE STATION

SHEET 1 OF 1 SHEET

IN THE CITY OF LOS ANGELES  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA



GRAPHIC SCALE  
SCALE: 1" = 60'

HOOVER STREET

30TH STREET

TRACT NO. 29063  
POR  
①

①

29.86'  
P.O.B.

$L=126.07'$   $R=259.00'$   
 $\Delta=27^{\circ}53'19''$

$S61^{\circ}53'20''E$  181.13'

$S28^{\circ}06'40''W$  44.82'

$S61^{\circ}53'20''E$  18.00'

$S28^{\circ}06'40''W$  218.00'

POR  
①

M.B. 352 - 53 / 54

②

POR  
①

DATE: 11/28/2012  
JOB No: 1USC072800 TASK 100

## PSOMAS

555 South Flower Street, Suite 4300  
Los Angeles, CA 90071  
(213)223-1400 (213)223-1444 (FAX)

PL-LGL01

X-BD01

# USC

Plotted: 11/28/12 07:22:32 \\west01\projects\USC\CAMPUS\USC072800\SURVEY\LEGALS\PL-LGL01.dwg jchiappe

**EXHIBIT "C"**

**FORM OF ATSAC EASEMENT AGREEMENT**

EXHIBIT "C"

**RECORDING REQUESTED BY:**

CITY OF LOS ANGELES

**WHEN RECORDED RETURN TO:**

CITY OF LOS ANGELES  
DEPARTMENT OF GENERAL SERVICES  
111 E. FIRST STREET, ROOM 201  
LOS ANGELES, CA 90012  
ATTN: DAVID L. ROBERTS

THE AREA ABOVE IS RESERVED FOR RECORDER'S USE

---

**EASEMENT AGREEMENT**

---

THIS EASEMENT AGREEMENT (the "Easement Agreement") is made and entered into as of \_\_\_, 2013 by and between THE UNIVERSITY OF SOUTHERN CALIFORNIA, a California non-profit corporation, as grantor ("University"), in favor of THE CITY OF LOS ANGELES, a municipal corporation, as grantee ("City") (University and City are referred to individually as a "Party" and collectively as the "Parties"), with reference to the following facts:

A. University has acquired from City certain real property described on Attachment "1" attached hereto, (the "Property") pursuant to the Exchange Agreement dated as of \_\_\_\_\_, 2013, between University and City (the "Exchange Agreement").

B. Section 1.2 of the Exchange Agreement provides that University shall grant to City a non-exclusive easement in a portion of the Property for the continued use and operation of an Automatic Traffic Surveillance and Control ("ATSAC") hub currently in operation there.

C. In accordance with Section 1.2 of the Exchange Agreement, University desires to grant to City, and City desires to accept, such easement in the Property on the terms and conditions set forth below.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement Rights. University hereby grants to City a non-exclusive easement (the "Easement") in and on a portion of the Property legally described in Attachment "2" to this Easement Agreement (the "Easement Area"), for the continued use and operation of an approximately 15' x 6' rectangular ATSAC hub ("ATSAC Hub") and for irrevocable access in, on and across the Property for maintenance of that Hub.

2. Relocation of Easement. Notwithstanding the foregoing, the University may relocate the ATSAC Hub and the Easement Area one time to another portion of the Property or an offsite location provided that (i) University submits to City a relocation plan demonstrating there will be no interruption of services provided by the ATSAC Hub, no costs whatsoever to

City for such relocation, and reasonable but irrevocable access to the new location; (ii) the City Department of Transportation approves the new location in its sole discretion; (iii) the University shall be responsible for all relocation costs (including, without limitation, cable moving, electrical contractors, and parts and fittings for Hub installation), and (iv) such relocation is completed prior to the demolition of the existing fire station on the Property. Concurrently with such relocation, the City and University shall execute and record a new easement agreement in form and substance substantially similar to this Easement Agreement granting City an easement in and on the new location. Upon such execution and recordation, this Easement Agreement shall automatically terminate and be of no further force or effect, and the City agrees to execute such further documents or instruments as may be reasonably necessary to remove this Easement Agreement as an encumbrance on title to the Property.

3. Damages and Interference. City shall exercise its rights and perform its obligations under this Easement Agreement as expeditiously as reasonably possible and in such a manner as to avoid unreasonable interference with the University's use of the Property. If, in the course of City's entering any portion of the Property for any purpose, or in exercising its rights or performing its obligations under this Easement Agreement, the City or its agents cause any damage to any improvement or personal property located on the Property, then City shall, at City's own cost and expense, promptly repair any and all such damage as necessary to substantially restore the affected area to the condition that existed immediately prior to such damage.

4. Maintenance of the Easement Area. The City shall maintain and repair the ATSAC Hub and Easement Area in a proper, substantial, and professional manner, at the City's own cost and expense; provided, however, that the University and not the City shall be responsible for maintaining any landscaping within the Easement Area.

5. Access, Notice and Scheduling. The University shall provide the City with access to the Easement Area and ATSAC Hub at all times. Before commencing any routine maintenance, servicing or other work or construction of a non-emergency nature on the Property, City shall provide University with reasonable notice of City's intention to enter the Property and perform any such proposed routine maintenance, servicing or other work or construction. University reserves the right to reasonably designate reasonable times and dates (reasonably consistent with City's scheduling requirements) upon which the proposed non-emergency routine maintenance, servicing or other work or construction shall occur so as to minimize the inconvenience to University. For the purposes of this Agreement, such non-emergency work or construction means routine maintenance, servicing, or construction work and shall not include repair, servicing, maintenance or construction of a non-routine, unexpected or emergency nature needed to adjust, upgrade or repair equipment or to avoid injury to property or persons. To satisfy the notice requirement of this Section, the City may elect to provide the University with an advance schedule of regular maintenance in lieu of individual notice for each event. The University shall provide one parking space for City maintenance vehicles for use during maintenance and repair of the ATSAC Hub. If such parking space is located behind a gate or is otherwise access-controlled, the University shall provide the City with a key card or other means of gaining access to the parking space.



6. Indemnity. City shall indemnify, defend, and hold harmless University and its officers, directors, employees, representatives and agents from and against any and all claims, actions, costs, liabilities, obligations and damages (including, without limitation, reasonable attorneys' fees), for personal injury or property damage ("Claims") as a result of City's or its agents' entry upon the Property or use of or alterations to the Easement Area, except to the extent such Claims are a result of the negligence or willful misconduct of such indemnified party.

7. Miscellaneous.

7.1. Notices. All notices or other communications required or permitted hereunder shall be in writing, and be personally delivered, sent by registered or certified mail (postage prepaid and return receipt requested), or sent by messenger, overnight courier, or fax. Unless otherwise provided in writing, all notices hereunder shall be addressed as follows:

If to the City:

City of Los Angeles  
Attention: Tony M. Royster, General Manager  
Department of General Services  
200 North Spring Street  
Los Angeles, CA 90012

with copies to:

Los Angeles City Attorney's Office  
Real Property/Environment Division  
7<sup>th</sup> Floor, City Hall East  
200 North Main Street  
Los Angeles, CA 90012

If to the University:

University of Southern California  
Real Estate & Asset Management  
UGW 110  
Los Angeles, CA 90089-7271

with copies to:

University of Southern California  
Office of the General Counsel  
ADM 352  
Los Angeles, CA 90089-5013

7.2 Successors and Assigns. This Easement Agreement shall be in perpetuity, shall run with the land and shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns; provided that neither Party may assign its rights under this Easement Agreement without the prior written consent of the other Party, which consent may given or withheld in such Party's sole discretion.

7.3 Entire Agreement. This Easement Agreement and the Exchange Agreement constitute the entire agreement between the Parties relating to the subject matter hereof and supersede any prior agreements, promises, negotiations, or representations.

7.4 Waiver. The waiver or failure to enforce any provision of this Easement Agreement shall not operate as a waiver of a future breach of such provision or any other provision hereof.

7.5 Amendment. Any amendment to this Easement Agreement shall be of no force and effect unless it is in writing and signed by the Parties.

7.6 Applicable Law; Interpretation. This Easement Agreement shall be governed by and construed in accordance with the laws of the State of California. The provisions of this Easement Agreement shall not be construed in favor of or against either Party, but shall be construed as if both Parties prepared this Easement Agreement.

7.7 Counterparts. This Easement Agreement may be signed in any number of separate counterparts, each of which shall be effective as an original, but all of which taken together shall constitute a single document and one and the same instrument.

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

“UNIVERSITY”

THE UNIVERSITY OF SOUTHERN CALIFORNIA

By: \_\_\_\_\_

Title: \_\_\_\_\_

“CITY”

CITY OF LOS ANGELES, a municipal corporation,  
acting by and through its Department of General  
Services

By: \_\_\_\_\_

Tony M. Royster, General Manager  
Department of General Services

DATE: \_\_\_\_\_

*[Signatures continued on next page]*

APPROVED AS TO FORM:  
Michael Feuer, City Attorney

By: \_\_\_\_\_  
Curt Holguin, Deputy City Attorney

ATTEST:  
Holly Wolcott, Interim City Clerk

By: \_\_\_\_\_  
Deputy

Date: \_\_\_\_\_

## **Attachment "1"**

### **Legal Description of Property**

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

The Southeasterly 30 feet of Lot 18 and all of Lot 19 in Block Q of West Los Angeles, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3 Pages 142 and 143 and in Book 29 Pages 19 and 20, both of Miscellaneous Records, in the office of the County Recorder of said County.

**Attachment "2"**

**Legal Description of Easement Area**

LEGAL DESCRIPTION

SWITCHING STATION

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

The southerly 26.34 feet of the easterly 30.00 feet of Lot 18, of Block Q, of West Los Angeles, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3, Pages 142 and 143, and in Book 29, Pages 19 and 20, both of Miscellaneous Records, in the Office of the County Recorder of said county.

This legal description is delineated on the accompanying "Exhibit Map" and is made a part hereof for reference purposes.

This legal description is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.

This legal description is delineated on the accompanying "Exhibit Map", is made a part hereof for reference purposes and is not intended to be used in the conveyance of land in violation of the Subdivision Map Act of the State of California.



Prepared under the direction of

A handwritten signature in black ink, appearing to read "Douglas R. Howard".

Douglas R. Howard, PLS 6169

PSOMAS

5-20-2013

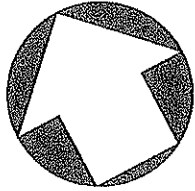
Date

SCALE: 1"=10'

SHEET 1 OF 1

# EXHIBIT MAP

"SWITCHING STATION  
IN THE CITY OF LOS ANGELES  
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA  
SUPPLEMENTAL EXHIBIT TO LEGAL DESCRIPTION - JOB NO: 1USC071801



TRACT NO. 23107

3

WEST LOS ANGELES

BLOCK

M.B. 820 PAGES 58 & 59

PORTION

18

26.34'

30'

19

M.R. 29 PAGES 19 & 20

JEFFERSON BOULEVARD

**PSOMAS**

V-1001 | 1X-201 |

**EXHIBIT "D"**

**INDEX OF APPROVED PLANS**

The following plans and specifications are on file with LADBS under building permit application numbers 13010-10000-00734, 13010-10000-00735, 13020-10000-00506, and 13020-10000-00507.



LAFD Fire Station No. 15  
Drawing Index

	Sheet #	Sheet Title	Date Shown
TITLE SHEETS	T-1	TITLE SHEET	09/23/2013
	T-2	CODE ANALYSIS	09/23/2013
	T-3	GENERAL NOTES & ACCESSIBILITY NOTES	09/23/2013
	T-4	ACCESSIBILITY NOTES	09/23/2013
	T-5	GREEN FORMS	09/23/2013
	T-6	GREEN FORMS	09/23/2013
	T-7	MMRP	09/23/2013
	T-8	MMRP	09/23/2013
	T-9	MMRP	09/23/2013
	T-10	PLANNING DOCUMENT	09/23/2013
	T-11	PLANNING DOCUMENT	09/23/2013
CIVIL	C1	GRADING, DRAINAGE, UTILITY AND STORM DRAIN PLAN TITLE SHEET	06/25/2013
	C2	DETAILS AND SECTIONS	06/25/2013
	C3	DETAILS AND SECTIONS	06/25/2013
	C4	TOPOGRAPHY SURVEY MAP AND ONSITE DEMOLITION PLAN	06/25/2013
	C5	OVEREXCAVATION AND RECOMPACTION PLAN	06/25/2013
	C6	ROUGH GRADING PLAN	06/25/2013
	C7	PRECISE GRADING AND DRAINAGE PLAN	06/25/2013
	C8	STORM DRAIN AND UTILITY PLAN	06/25/2013
	C9	LOCAL S.W.P.P.P. AND W.W.E.C.P. EXHIBITS, NOTES AND DETAILS	06/25/2013
	C10	ROUGH GRADING PLAN LOCAL S.W.P.P.P. AND W.W.E.C.P. EXHIBIT	06/25/2013
	C11	FINAL GRADING PLAN LOCAL S.W.P.P.P. AND W.W.E.C.P. EXHIBIT	06/25/2013
	C12	SUSMP PLAN	07/09/2013
	C13	SUSMP PLAN	07/09/2013
B-PERMIT	1	NOTES, KEY MAP AND SECTION	02/27/2013
	2	PLAN AND PROFILE	02/27/2013
	3	PLAN AND PROFILE	02/27/2013
	4	STREET LIGHTING	02/27/2013
	5	FLASHING BEACON	02/27/2013
	6	SIGNAL AND STRIPING	02/27/2013

LAFD Fire Station No. 15  
Drawing Index

ARCHITECTURAL	A-1.1	SITE PLAN	09/23/2013
	A-1.2	SITE DETAILS	09/23/2013
	A-1.3	SITE DETAILS	09/23/2013
	A-1.4	SITE DETAILS	09/23/2013
	A-1.5	RESTROOM BUILDING	09/23/2013
	A-2.1	FIRST FLOOR PLAN	09/23/2013
	A-2.2	SECOND FLOOR PLAN	09/23/2013
	A-2.3	FIRST FLOOR REFLECTED CEILING PLAN	09/23/2013
	A-2.4	SECOND FLOOR REFLECTED CEILING PLAN	09/23/2013
	A-2.5	ROOF PLAN	09/23/2013
	A-3.1	EXTERIOR ELEVATIONS	09/23/2013
	A-4.1	BUILDING SECTIONS	09/23/2013
	A-4.2	BUILDING SECTIONS	09/23/2013
	A-4.3	WALL SECTIONS	09/23/2013
	A-5.1	DOOR,WINDOW AND FINISH SCHEDULES	09/23/2013
	A-5.2	DOOR DETAILS	09/23/2013
	A-5.3	WINDOW DETAILS	09/23/2013
	A-6.1	ENLARGED FLOOR PLANS	09/23/2013
	A-6.2	ENLARGED FLOOR PLANS	09/23/2013
	A-6.3	ENLARGED FLOOR PLANS	09/23/2013
	A-7.1	INTERIOR ELEVATIONS	09/23/2013
A-7.2	INTERIOR ELEVATIONS	09/23/2013	
A-7.3	INTERIOR ELEVATIONS	09/23/2013	
A-7.4	INTERIOR ELEVATIONS	09/23/2013	
A-7.5	INTERIOR ELEVATIONS	09/23/2013	
A-7.6	INTERIOR ELEVATIONS	09/23/2013	
A-8.1	SUSPENDED CEILING NOTES AND DETAILS	09/23/2013	
A-8.2	DETAILS	09/23/2013	
A-8.3	DETAILS	09/23/2013	
A-8.4	DETAILS	09/23/2013	
A-8.5	DETAILS	09/23/2013	
A-8.6	DETAILS	09/23/2013	
A-8.7	METHANE GAS MITIGATION SYSTEM	04/15/2013	
A-8.8	METHANE GAS MITIGATION SYSTEM	03/15/2013	
A-8.9	METHANE GAS MITIGATION SYSTEM	03/15/2013	
A-8.10	METHANE GAS MITIGATION SYSTEM	03/15/2013	
A-8.11	METHANE GAS MITIGATION SYSTEM	03/15/2013	

LAFD Fire Station No. 15  
Drawing Index

HOSE TOWER	S-1	GENERAL NOTES	10/28/2009
	S-2	ELEVATIONS	10/28/2009
	S-3	DETAILS	10/28/2009
STRUCTURAL	S1.1	GENERAL NOTES	04/26/2013
	S1.2	TYPICAL DETAILS	04/26/2013
	S1.3	TYPICAL DETAILS	04/26/2013
	S1.4	TYPICAL DETAILS	04/26/2013
	S1.5	TYPICAL DETAILS	03/26/2013
	S2.1	FOUNDATION PLAN	04/26/2013
	S2.2	FLOOR AND LOW ROOF FRAMING PLAN	04/26/2013
	S3.1	CEILING FRAMING PLAN	03/26/2013
	S3.2	CEILING FRAMING PLAN	03/26/2013
	S4.1	LOW MANSARD ROOF FRAMING PLAN	03/26/2013
	S4.2	HIGH ROOF FRAMING PLAN	04/26/2013
	S4.3	MANSARD HIGH ROOF FRAMING PLAN	03/26/2013
	S5.1	DETAILS	04/26/2013
	S7.1	DETAILS	04/26/2013
	S8.1	DETAILS	04/26/2013
	S8.2	DETAILS	04/26/2013
	S8.3	DETAILS	04/26/2013
	S8.4	DETAILS	04/26/2013
	S8.5	DETAILS	04/26/2013
	MECHANICAL	M1.0	MECHANICAL NOTES, SYMBOLS, & ABBREVIATIONS
M1.1		MECHANICAL EQUIPMENT SCHEDULE	09/23/2013
M1.2		MECHANICAL EQUIPMENT SCHEDULES	09/23/2013
M1.3		MECHANICAL DETAILS	09/23/2013
M1.4		MECHANICAL DETAILS	09/23/2013
M1.5		MECHANICAL DETAILS AND CONTROL DIAGRAMS	09/23/2013
M2.0		MECHANICAL FIRST FLOOR PLAN	09/23/2013
M2.1		MECHANICAL SECOND FLOOR PLAN	09/23/2013
M2.2		MECHANICAL ROOF PLAN	09/23/2013
M3.0		MECHANICAL T-24 COMPLIANCE FORMS	09/23/2013
M3.1		MECHANICAL T-24 COMPLIANCE FORMS	09/23/2013
M3.2		MECHANICAL T-24 COMPLIANCE FORMS	09/23/2013
M3.3		MECHANICAL T-24 COMPLIANCE FORMS	09/23/2013

LAFD Fire Station No. 15  
Drawing Index

PLUMBING	P0.10	PLUMBING NOTES, SCHEDULES, & ABBREVIATIONS	09/23/2013
	P0.20	PLUMBING PIPING SCHEDULE & CALCULATIONS	09/23/2013
	P0.30	PLUMBING DETAILS	09/23/2013
	P0.40	PLUMBING DETAILS	09/23/2013
	P0.50	PLUMBING DETAILS	09/23/2013
	P0.60	PLUMBING DETAILS	09/23/2013
	P1.00	PLUMBING SITE PLAN	09/23/2013
	P2.00	PLUMBING FIRST FLOOR PLAN	09/23/2013
	P2.10	PLUMBING SECOND FLOOR PLAN	09/23/2013
	P2.20	PLUMBING ROOF PLAN	09/23/2013
	P2.30	PLUMBING ENLARGED PLANS	09/23/2013
	P2.40	PLUMBING ENLARGED PLANS	09/23/2013
	P3.00	PLUMBING WASTEWATER RISER DIAGRAM	09/23/2013
	P3.10	PLUMBING WATER AND GAS RISER DIAGRAM	09/23/2013
ELECTRICAL	E0.01	ELECTRICAL SYMBOLS NOTES & DETAILS	06/21/2013
	E0.02	LIGHTING FIXTURE SCHED. & DETAILS	06/21/2013
	E0.03	POWER RISER DIAGRAM	06/21/2013
	E0.04	PANEL SCHEDULES I	06/21/2013
	E0.04A	PANEL SCHEDULES II	06/21/2013
	E0.05	COMMUNICATION SYSTEM RISER DIAGRAM	06/21/2013
	E0.06	FIRE ALARM SYSTEM RISER DIAGRAM	06/21/2013
	E0.07	ELECTRICAL DETAILS	06/21/2013
	E0.07A	ELECTRICAL DETAILS	06/21/2013
	E0.07B	ELECTRICAL DETAILS	06/21/2013
	E0.08	ELECTRICAL T-24 ENERGY FORMS	06/21/2013
	E0.08A	ELECTRICAL T-24 ENERGY FORMS	06/21/2013
	E1.00	ELECTRICAL SITE PLAN	06/21/2013
	E1.01	ELECTRICAL FUEL TANK DETAILS	06/21/2013
	E2.00	ELECTRICAL FIRST FLOOR POWER PLAN	06/21/2013
	E2.01	FIRST FLOOR LIGHTING PLAN	06/21/2013
	E2.02	FIRST FLOOR SIGNAL PLAN	06/21/2013
	E2.03	FIRST FLOOR FIRE ALARM PLAN	06/21/2013
	E2.04	SECOND FLOOR LIGHTING PLAN POWER PLAN	06/21/2013
	E2.05	SECOND FLOOR FIRE ALARM PLAN SIGNAL PLAN	06/21/2013
	E3.00	ELECTRICAL ROOF PLAN	06/21/2013
	E4.00	RESTROOM BLDG. ELECTRICAL PLAN	06/21/2013
	E4.01	ELECTRICAL T-24 ENERGY FORMS	06/21/2013
	E4.02	EGRESS LIGHTING PHOTOMETRIC PLAN	06/21/2013
LANDSCAPING	L-101	IRRIGATION PLAN	02/13/2013
	L-102	IRRIGATION DETAILS	02/13/2013
	L-103	IRRIGATION DETAILS AND CALCULATIONS	02/13/2013
	L-201	LANDSCAPE PLAN	02/13/2013
	L-202	LANDSCAPE DETAILS	02/13/2013

LAFD Fire Station No. 15  
Specification Index

**DIVISION 0 - BIDDING REQUIREMENTS**

Section 00101	Notice Inviting Bids
Section 00200	Instruction to Bidders
Section 00200A	Instruction to Bidders Supplement
Section 00200B	Bid Form
Section 00320	Geotechnical Data
Section 00524	USC General Conditions of the GMP Contract
Section 00525	Standard Subcontract Agreement
Section 00618	Project Warranty

**DIVISION 1 - GENERAL REQUIREMENTS**

Section 01110	Summary of Work
Section 01200	Price and Payment Procedures
Section 01310	Project Management and Coordination
Section 01323	Construction Schedule - Network Analysis
Section 01330	Submittal Procedures
Section 01352	LEED Requirements
Section 01450	Quality Control
Section 01458	Testing Laboratory Services
Section 01500	Temporary Facilities and Controls
Section 01524	Construction Waste Management
Section 01572	Construction and Demolition Waste Management
Section 01573	Storm Water Pollution Prevention Plan
Section 01600	Product Requirements
Section 01630	Product Substitution Procedures
Section 01730	Execution Requirements
Section 01732	Cutting and Patching
Section 01770	Closeout Procedures
Section 01810	Commissioning

**DIVISION 2 - SITEWORK**

Section 02060	Minor Demolition
Section 02110	Site Clearing and Grubbing
<del>Section 02210</del>	<del>Clearing, Grubbing and Stripping</del>
Section 02220	Site Demolition
Section 02240	Sheeting, Shoring and Bracing Systems
Section 02310	Earthwork
Section 02510	Water Distribution
Section 02515	Water Pipeline Testing and Disinfection
Section 02525	Sanitary Sewer System Testing
Section 02530	Natural Gas Distribution
Section 02545	Storm Drain System
Section 02585	Maintenance Hole and Precast Vault Construction
Section 02710	Yard Work and Street Work
Section 02810	Irrigation System
Section 02820	Sliding Gates and Operators
Section 02870	Site Furnishings
Section 02900	Landscaping

LAFD Fire Station No. 15  
Specification Index

<b>DIVISION 3</b>	-	<b>CONCRETE</b>
Section 03100		Concrete Formwork
Section 03200		Reinforcement Steel
Section 03250		Concrete Accessories
Section 03290		Joints in Concrete
Section 03300		Cast-In-Place Concrete
Section 03302		Underslab Vapor Barrier/Retarder
Section 03313		Lightweight Structural Concrete
Section 03315		Grout
Section 03365		Polished Concrete Floor System
Section 03370		Concrete Curing
Section 03480		Precast Concrete Specialties
<b>DIVISION 4</b>	-	<b>MASONRY</b>
Section 04230		Reinforced Hollow Unit Masonry
Section 04730		Simulated Stone Veneer
Section 04817		Adhered Masonry Veneer
<b>DIVISION 5</b>	-	<b>METAL WORK</b>
Section 05120		Structural Steel
Section 05500		Metal Fabrication
Section 05515		Ladders
Section 05520		Handrails and Railings
<b>DIVISION 6</b>	-	<b>WOOD AND PLASTIC</b>
Section 06100		Rough Carpentry
Section 06174		Wood Web Joists
Section 06180		Glue Laminated Structural Units
Section 06200		Finish Carpentry
Section 06400		Laminate-Clad Wood Casework
<b>DIVISION 7</b>	-	<b>THERMAL AND MOISTURE PROTECTION</b>
Section 07210		Above Grade Waterproofing Sealer Treatment
Section 07211		Building Insulation
Section 07220		Roof and Deck Insulation
Section 07500		Membrane Roofing
Section 07600		Flashing and Sheet Metal
Section 07631		Gutters and Downspouts
Section 07920		Caulking and Sealants
Section 07311		Asphalt Shingles
Section 07320		Roof Tiles

LAFD Fire Station No. 15  
Specification Index

DIVISION 8 - DOORS AND WINDOWS

Section 08110	Metal Doors and Frames
Section 08163	Sliding Glass Doors
Section 08213	Plastic Faced Wood Doors
Section 08305	Access Panels
Section 08330	Overhead Coiling Doors
Section 08352	Tele-Sliding Doors
Section 08520	Aluminum Windows
Section 08625	Tubular Skylights
Section 08710	Door Hardware
Section 08800	Glass and Glazing

DIVISION 9 - FINISHES

Section 09200	Lath and Plaster
Section 09260	Gypsum Board Systems
Section 09300	Ceramic Tile
Section 09441	Thin-Set Epoxy Terrazzo
Section 09510	Acoustical Ceilings
Section 09650	Resilient Flooring
Section 09680	Carpeting – Glue-Down
Section 09720	Wall Coverings
Section 09860	Anti-Graffiti Coating
Section 09900	Painting

DIVISION 10 - SPECIALTIES

Section 10161	Stainless Steel Toilet Compartments
Section 10200	Metal Louvers
Section 10350	Flagpoles
Section 10441	Identifying Devices
Section 10520	Fire Extinguishers and Cabinets
Section 10800	Toilet Room Accessories

DIVISION 11 - EQUIPMENT

Section 11005	Miscellaneous Equipment
Section 11132	Projection Screens

DIVISION 12 - FURNISHINGS

Section 12484	Floor Mats
Section 12494	Roller Shades
Section 12511	Vertical Louver Blinds

DIVISION 13 - SPECIAL CONSTRUCTION

Section 13030	Panelized Court System
---------------	------------------------

LAFD Fire Station No. 15  
Specification Index

DIVISION 15	-	MECHANICAL
Section 15030		Fire Protection Sprinkler System
Section 15400		Plumbing
Section 15600		Heating, Ventilating & Air Conditioning
Section 15650		Vehicle Exhaust System
Section 15700		Automotive Fuel Storage and Dispensing
Section 15950		Testing, Adjusting and Balancing for HVAC

DIVISION 16	-	ELECTRICAL
Section 16010		General Electrical Requirements
Section 16110		Conduits and Raceways
Section 16114		Cable Trays
Section 16133		Cabinets
Section 16140		Wiring Devices
Section 16141		Nameplates and Warning Signs
Section 16165		Motor Control Centers
Section 16170		Switches: Disconnect and Safety
Section 16426		Service and Distribution Switchboard
Section 16450		Grounding System
Section 16470		Panelboards
Section 16500		Lighting Fixtures
Section 16622		Diesel Engine Generator Set
Section 16714		Telephone, Data and Telephone, Data and Other Communication Systems
Section 16721		Life Safety Fire Alarm System (Design/Build System)
Section 16931		Contractors, Relays and Time Switches
Section 16997		Commissioning of Electrical Systems

END OF SECTION



## EXHIBIT "E"

### NEW FIRE STATION IMPROVEMENTS TURN-KEY PROVISIONS

This Exhibit "E" is attached to and forms a part of the Exchange Agreement ("**Agreement**").

1) Turn-Key Project

University has agreed, pursuant to the Development Agreement, to cause the construction of the New Fire Station Improvements on the New Fire Station Property ("**Project**") on a turn-key basis. In order to assure that the Project meets the City's Prop F Requirements, the Parties have agreed upon the construction documents (as further described below) and the following procedures for construction, inspection and delivery of the Project on a turn-key basis. Accordingly, City has the inspection rights specified herein with respect to the materials fabrication and building construction of the Project. Additionally, nothing herein shall limit City from acting in its governmental capacity, including with respect to approval of entitlements or issuance of permits and inspection of permitted work for the Project.

2) Definitions

Unless otherwise indicated, initially capitalized terms used in this Exhibit "E" shall have the meanings set forth in the Agreement.

(a) "**Approved Plans**" means the final construction plans, drawings and specifications for the New Fire Station Improvements that meet all criteria of the Prop F Requirements for the New Fire Station Improvements, and which are listed on Exhibit "D" hereof, as such plans, drawings and specifications are modified in accordance with BOE's 11/13 comments as set forth on Exhibit "K" hereof, or may be further modified in accordance with Section 20 below.

(b) "**Architect**" means WLC Architects, Inc., or such replacement architect as may be selected by University.

(c) "**BCA Inspector**" means City's Bureau of Contract Administration inspector with respect to this Agreement, who acts in a proprietary capacity for City, and is not an LADBS building inspector. The BCA Inspector performs the inspection duties set forth in Section 16 (a) below.

(d) "**BOE Representative**" means City's Bureau of Engineering representative with respect to this Agreement, who performs the inspection duties set forth in Section 16(b) below.

(e) **“Certificate of Substantial Completion”** means Certificate of Substantial Completion in the form of Exhibit “J” attached to this Agreement signed by Architect and BCA Inspector confirming that, as of the date set forth therein, (i) the New Fire Station Improvements are substantially complete, (ii) all systems included in said Improvements are in good working order and operation, and (iii) construction of the New Fire Station Improvements has been completed in accordance with the Approved Plans and Commissioning Specifications, subject only to Minor Punch List items, such that City may enter upon and occupy such Improvements. (f) **“Change”** has the meaning set forth in Section 20 below.

(g) **“Commissioning Walk-Through”** has the meaning set forth in Section 21 below

(h) **“Contractor”** has the meaning set forth in Section 8 below.

(i) **“Construction Contract”** has the meaning set forth in Section 8 below.

(j) **“Final Commissioning Report”** means CX’s Final Commissioning Report, more specifically described in Exhibit “I,” Section I.C hereof), issued after the Commissioning Walk-Through, stating that the Commissioning to assure proper functioning of the building systems within the New Fire Station Improvements has been completed in accordance with the Commissioning Specifications, which reflect existing law.

(k) **“Final Completion”** has the meaning set forth in Section 23 below.

(l) **“Final Completion Walk-Through”** has the meaning set forth in Section 23 below.

(m) **“FFE Allowance”** has the meaning set forth in Section 14 below.

(n) **“Governmental Approval”** means any entitlement, license, permit, approval, declaration, certification, designation, or other ministerial or discretionary approval required from any Governmental Authority for the development, construction and operation of the New Fire Station Improvements.

(o) **“Governmental Authority”** means any federal, state, county, municipal, and local governmental, and quasi-governmental body or authority, having or exercising

jurisdiction over any Party or the Project, and includes the City when acting in its governmental capacity only.

(p) “**IT Allowance**” has the meaning set forth in Section 14 below.

(q) “**Labor Compliance Analyst**” means City’s Bureau of Contract Administration analyst with respect to this Agreement, who is responsible for monitoring and enforcement of prevailing wage requirements on the Project, and performs the tasks set forth in Section 16 (a) (viii) below.

(r) “**LAFD Representative**” means the City’s Fire Department representative with respect to this Agreement who performs the liaison tasks between LAFD, the Fire Chief and the construction-related parties as set forth in Section 16 (c) below.

(s) “**Legal Requirements**” means all present and future laws, statutes, requirements, ordinances, orders, judgments, regulations, administrative or judicial determinations, of every Governmental Authority and of every court or agency claiming jurisdiction over the Project.

(t) “**Major Punch List Items**” means those items are those required for daily operation of the New Fire Station Improvements and include, without limitation, HVAC system malfunctions, hot and cold water distribution problems, electrical power outages, missing or defective equipment, and cracked concrete.

(u) “**Minor Punch List Items**” means all items that are not Major Punch List Items and that are generally cosmetic in nature, and include without limitation, touch-up painting, replacement of incorrect color tiles, and change of non-matching door handles.

(v) “**New Fire Station Improvements**” means all of the improvements, facilities and equipment shown on or otherwise referenced or described in the Approved Plans, as such Approved Plans may be hereafter modified in accordance with Section 20 below.

(w) “**Operations Testing**” has the meaning set forth in Section 22 below.

(x) “**Project Schedule**” has the meaning set forth in Section 12 below.

(y) **“Statement of Final Completion”** means a statement signed by Architect and BCA Inspector confirming that, as of the date set forth therein, (a) all Minor Punch List Items have been completed in conformity with the Approved Plans, (b) the New Fire Station Improvements are complete in accordance with this Agreement, and (c) all systems included in said Improvements are in good working order and operation.

(z) **“Substantial Completion”** has the meaning set forth in Section 21 below.

(aa) **“Substantial Completion Walk-Through”** has the meaning set forth in Section 21 below.

(bb) **“University Representative”** means the University’s representative with respect to design and construction of the New Fire Station Improvements.

(cc) **“Withhold of Contract Payments”** means the retention of monies from Contractor pursuant to California Labor Code Section 1727 (that would otherwise be due Contractor) for its violations of said Code.

(dd) **“Work”** means the services to be performed by Contractor under the Construction Contract (defined in Section 8 below) including but not limited to, furnishing labor, and furnishing and incorporating materials and equipment into the construction. The Work also includes the entire completed construction with the various separately identifiable parts thereof, required to be furnished under the Construction Contract.

3) Government Approvals University shall be responsible for compliance with, all Governmental Approvals required in connection with the design, materials fabrication, and construction of the New Fire Station Improvements, including securing all inspections and permits required from Governmental Authorities. City shall cooperate with University in connection with University’s efforts to obtain such Governmental Approvals. University shall cause Contractor to comply with all Legal Requirements (including, without limitation, prevailing wage rules) related to construction of the New Fire Station Improvements.

4) Means; Methods Except as may be delegated by University to Contractor, University shall be solely responsible for and shall have control over, the construction means, methods, techniques, sequences and procedures and for coordination of the Work.

- 5) University Representative University hereby designates Brian League as the University Representative who shall have express authority to bind University with respect to all matters requiring its approval or authorization. Architect shall not have such authority. University may approve a new or replacement representative at any time.
- 6) City Representatives City hereby designates BCA Inspector, BOE Representative, Labor Compliance Analyst, and LAFD Representative as its City Representatives who shall have express authority to bind City with respect to all matters requiring City approval or authorization. City may approve new or replacement representatives at any time.
- 7) Architect University has retained Architect for the design of the New Fire Station Improvements. City hereby acknowledges and approves retention of Architect. University shall have the right to terminate and replace Architect at any time upon provision of prior notice to City. Any replacement architect shall have experience in the design of fire stations meeting the Prop F Requirements and shall be accepted by City in its reasonable discretion, and shall not be unreasonably withheld, conditioned or delayed.
- 8) General Contractor Prior to the Effective Date of the Agreement, University has entered into a construction contract with Erickson-Hall Construction (“**Contractor**”) for construction of the Project (“**Construction Contract**”). Contractor has certified to University that it is lawfully licensed in the State of California to carry out construction of the Project. City hereby acknowledges University’s retention of the Contractor. University shall use its commercially reasonable efforts to cause Contractor to comply with all terms and provisions of this Agreement. University shall have the right, in its sole discretion, to terminate and replace Contractor at any time upon provision of prior notice to, and without requirement to obtain City consent. University shall require each subcontractor for which the Construction Contract exceeds One Hundred Thousand Dollars (\$100,000) to obtain a performance bond for completion of the Work as a condition to commencement of construction, which bond shall name City as an additional obligee.
- 9) Engineers; Consultants University shall have the right to select consultants, engineers and contractors for the design and construction of the New Fire Station Improvements in its sole discretion. Selected consultants, engineers and contractors shall be licensed as required by State law.

10) Approved Plans

Prior to the Effective Date of the Agreement, University has caused to be prepared and City's Bureau of Engineering ("BOE") acting in its proprietary capacity on behalf of Los Angeles Fire Department ("LAFD"), Department of General Services - Building Maintenance Division, Los Angeles Department of Building and Safety ("LADBS"), Information Technology Agency, and Los Angeles Department of Transportation, have approved the Approved Plans. Prior to commencement of construction, BOE, acting in its governmental capacity, shall complete plan check review of the Approved Plans. University shall cause the New Fire Station Improvements to be constructed in a good and workmanlike manner in accordance with the Approved Plans and applicable Commissioning Specifications and the terms of this Exhibit "E". Without limiting the generality of the foregoing, City acknowledges that LAFD, LADBS, BOE and any other affected City departments have previously reviewed and accepted the Approved Plans. City represents and warrants on the basis of that review that the Approved Plans meet all criteria of the Prop F Requirements for the New Fire Station Improvements. Accordingly, to the extent of any inconsistencies between the Approved Plans and any of the preliminary design, construction drawings or construction documents submitted by University and the Prop F Requirements, the Approved Plans shall govern and control the development of the New Fire Station Improvements. Nothing herein shall relieve Architect from liability with respect to the negligent preparation of the Approved Plans, including any errors or omissions with respect to said Plans.

11) Exculpation

City shall not be liable in damages to University or to any other person, on account of: (a) any approval or disapproval by City of any design documents, whether or not defective or whether or not in compliance with applicable laws or ordinances; (b) any construction, performance or nonperformance by University or any other person of any Work on the Property, whether or not pursuant to Approved Plans or whether or not in compliance with applicable laws or ordinances; (c) any mistake in judgment, negligence, action or omission in exercising its rights, powers and responsibilities hereunder; and/or (d) the enforcement or failure to enforce any of the provisions of this Agreement. The review of design submittals shall not constitute the assumption of any responsibility by, or impose any liability on, City as to the accuracy, efficacy, sufficiency or legality thereof nor decrease or diminish any liability, duties, responsibilities or obligations of University under this Agreement or otherwise.

12) Schedule:  
Deemed Approval

University desires to commence construction of the New Fire Station Improvements on January 9, 2014, and subject to extensions for delays beyond its control, shall use its commercially reasonable efforts to cause the Substantial Completion of the New Fire Station Improvements in accordance with the Project Schedule on Attachment 1 to this Exhibit "E" ("**Project Schedule**"). University shall provide monthly updates of said Schedule to City, showing the progress of the work. Notwithstanding the foregoing, at the request of University, the Project Schedule shall be extended on a day for day basis for each day by which the Effective Date of the Agreement is delayed beyond January 9, 2014. Notwithstanding anything to the contrary contained herein, City shall have no liability for any delay in the Effective Date, and the extension of the Project Schedule shall in no way impair the City's inspection and approval rights hereunder.

It is of critical importance to University that the Project Schedule be maintained in order that: (a) the Exchange takes place in a timely manner and consistent with the timing for development of the University Village Development Project, and (b) University does not incur additional "General Condition" costs under the Construction Contract. Accordingly, to the extent that City is required to provide any approval under the terms of the Agreement, its approval shall not be unreasonably withheld, conditioned or delayed. Further, to the extent that City has not met the time periods for inspection or for grant or denial of any approval requested by University pursuant to this Agreement, University shall send a second notice stating in 14-point type: THE ITEM(S) IN THIS NOTICE SHALL BE DEEMED APPROVED UNLESS THE CITY DISAPPROVES THE ITEM(S) IN WRITING WITHIN THREE (3) BUSINESS DAYS OF RECEIPT OF THIS NOTICE. If City fails to grant or deny approval of such items in writing within such three (3) business day period, City shall be deemed to have approved the matter for which approval was requested.

13) Construction Cost

Construction of the New Fire Station Improvements will be at the sole cost and expense of University.

14) Allowances

The Approved Plans include an allowance of Sixty Thousand Dollars (\$60,000) for furniture, fixtures and equipment to

permit equipment of the New Fire Station Improvements to meet standard City fire station specifications (“**FFE Allowance**”) which amount is agreed to by the Parties. In addition, the Approved Plans are agreed by City to include all specifications provided by it for the IT requirements other than equipment. An allowance of Three Fifty Hundred Thousand Dollars (\$350,000) is provided in the Approved Plans for purchase of IT equipment (“**IT Allowance**”). Except as provided by the FFE Allowance, the IT Allowance, and as set forth in the Approved Plans, University shall have no obligation to provide furniture, fixtures, equipment, utilities, information technology, equipment or other personal property. City and University acknowledge that the IT Specifications comprising a portion of the Approved Plans must be updated pending selection of a new fire station alerting system, provided however, that the cost of the IT Specifications shall not exceed the IT Allowance.

15) Right to Enter; Records

City and its contractors and agents shall have the right to enter upon the New Fire Station Property to determine that construction is being carried out in accordance with the Approved Plans. City shall coordinate its access with University and Contractor and provide such advance notice to them as may be reasonable under the circumstances, and shall comply with customary safety requirements, standards and rules in using such access. University shall have the right to a representative on site at any time City desires to enter the New Fire Station Property. In addition, City and its representatives shall be provided with access to all records of University and Contractor relating to the New Fire Station Improvements. In carrying out its review and inspection duties under this Agreement, City shall not unreasonably delay, hinder or interfere with the work of University or Contractor.

16) Inspection

City shall have the right to observe and inspect the materials fabricated for (and the construction of) the New Fire Station Improvements to ensure the quality of the Work and its conformity with the requirements of this Exhibit “E”.

a. BCA Inspection

(i) BCA Inspector shall provide twelve (12) months of full time construction inspection services to the Project (at a cost of \$ 230,819) to inspect the Work and ensure its compliance with the Approved Plans, as the same may be modified pursuant to this Agreement. University shall pay City \$230,819 in quarterly installments for these services for said 12 months of services. See Attachment 2 to this Exhibit “E” for a breakdown



of BCA personnel who will provide these services at City's CAP 33 compensation rates. If BCA inspection services are required for more than 12 months, University shall pay for BCA personnel at City's CAP 34 compensation rates.

(ii) Prior to commencement of fabrication of any building elements or materials, BCA Inspector (through its Materials Control Section) shall convene a meeting to: (i) coordinate the roles and responsibilities of BCA, the BOE and LAFD Representatives, Contractor and its subcontractors, and the University-appointed Deputy Inspector; and (ii) establish the items requiring inspection by BCA during fabrication, and the protocol for shop inspection by BCA.

(iii) BCA Inspector (through its Materials Control Section) shall inspect building elements or materials fabricated off-site when the fabrication site is within 30 miles of City boundaries. When the place of fabrication is more than 30 miles from the City boundaries, University shall provide a third party inspector to BCA Materials Control Section for review and approval prior to assigning third party inspector any inspection duties. The BCA Materials Control Inspector may at its option approve third party inspection services (e.g., a University-appointed Deputy Inspector) for any off-site fabrication. University shall contact BCA Inspector by noon on the day prior to requested inspection to arrange batch plant inspection by said Inspector. Also, BCA Inspector shall: (A) inspect any fabricated building elements or materials delivered to New Fire Station Property that were not yet inspected off-site; (B) sample same for testing; and (C) utilize a State-licensed lab (paid for by University) for testing elements or materials which are sampled. Further, all building elements or materials rejected by BCA Inspector shall be promptly removed from the New Fire Station Property by Contractor to prevent their use in the New Fire Station Improvements.

(iv) If BCA Inspector determines that building elements or materials and/or workmanship utilized by Contractor on same are not in compliance with the Approved Plans (or finds that University-provided Deputy Inspectors are deficient or derelict in prosecution of their duties), it shall notify City and University in writing within one (1) business day. University shall promptly investigate, and use commercially reasonable efforts to cause Contractor to rectify noncompliance. If Contractor fails to rectify non-compliance within a reasonable period of time, University shall have the right, but not the obligation, to terminate Contractor or Deputy Inspector and

select their replacements, or to take such other action as University may determine in its sole discretion.

(v) University, acting reasonably and in good faith, shall have the right to request that BCA Inspector personnel be replaced with other personnel approved mutually by University and City.

(vi) BCA Inspector shall utilize BCA forms for daily reporting of project activities, job memoranda, non-compliances, sampling-testing of materials, and approval of items fabricated off-site. The Inspector's daily reports and testing logs shall be copied to the University Representative. The Inspector shall issue any Notices of Non-Compliance or Job Memos to the University Representative.

(vii) University has committed to fund a full time BCA Inspector to review the New Fire Station Improvements for compliance with the Approved Plans. City and University agree that it is, therefore, reasonable to expect that said Inspector: (A) be present on the New Fire Station Property at all times during working hours of construction; (B) be present at the time of construction for which review is requested; (C) timely request inspections of all elements, materials and work; and (D) timely perform (i.e., within one (1) business day of a request for on-site inspections and within three (3) business days for off-site inspections) inspections required by or requested pursuant to this Agreement. Failure of BCA Inspector to do tasks (A) through (D) above shall be deemed an approval of the item for which inspection is requested. Notwithstanding, there shall be no deemed approvals where BCA Inspector timely inspects and finds non-compliant work but that work is not corrected by Contractor. In addition, if University determines that BCA Inspector personnel have failed to perform said tasks on three (3) or more occasions, University shall have the right to request replacement of such personnel, and City shall appoint replacements who shall be subject to University approval in its reasonable discretion.

(viii) BCA Labor Compliance Analyst shall review construction of the New Fire Station Improvements to assure compliance with the California Labor Code. The Analyst's tasks shall include, without limitation: (A) pre-construction meeting with Contractor to inform of prevailing wage requirements on Project; (B) quarterly review of certified payrolls and supporting documents of Contractor to determine whether prevailing wages and accompanying fringe benefits have been paid; (C) response to worker or third party

complaints with a diligent investigation, and hearing if required; (D) determination of non-compliance and assessment on Contractor for violations of said Code (including underpayment and non-payment of wages and apprentice violations); and (E) placement of Withhold(s) of Contract Payments in the event the Analyst's investigation determines there is a violation of said Code.

(b) BOE Inspection

(i) BOE Representative shall provide on-call construction engineering services to the Project with a focus on specific engineering issues of the New Fire Station Improvements as they arise. The BOE Representative shall be on-call to the BCA Inspector, University and Contractor upon one (1) business day notice. University shall pay City \$64,000 for these services.

(ii) The engineering issues which BOE Representative shall provide service on include, without limitation: (A) work protocols at the start of construction, and final inspections at the end of construction; (B) change orders and other submittals that deviate from the Approved Plans; (C) issuance of Conforming Contract Drawing set; and (D) facilitation of the LEED process with the Commissioning Agent for the New Fire Station Improvements.

(c) LAFD Representation

(i) LAFD Representative shall represent LAFD and the Fire Chief on an on-call basis on all matters relating to construction of the New Fire Station Improvements. In providing this service, LAFD Representative shall serve as liaison between LAFD and all parties involved in construction of said Improvements. LAFD Representative shall be on-call to such parties upon one (1) business day notice.

(ii) To implement its role as construction liaison, LAFD Representative's duties shall include, without limitation: (A) providing binding input on all matters related to needs of LAFD and its members at New Fire Station Improvements; (B) attending all meetings called by University, Contractor, or Architect related to said Improvements; (C) providing written responses to requests from all parties for information or clarification related to said Improvements; (D) assisting in developing, monitoring and updating construction schedules and progress reports; and (E) assisting in resolution of change order claims related to the Improvements.

17) Inspectors Field Office

University shall provide a furnished, secure, locked and air conditioned office of no less than 200 square feet in the University Center retail complex with free parking for use by BCA Inspector.

18) Examination of Work

University shall reasonably cooperate with City to allow BCA Inspector to ascertain whether construction of the New Fire Station Improvements is in compliance with this Agreement, provided that BCA Inspector makes its request within two (2) business days following installation or other construction of the component of the work for which inspection is requested. If BCA Inspector desires to uncover and inspect or test any component of newly concealed work, then University (promptly after receipt of a written request from City to do so) shall cause Contractor to uncover, expose or otherwise make available for observation, inspection or testing as City may require, that portion of the work in question, furnishing all necessary labor, material and equipment. If, after such inspection (which shall take place within one (1) business day after the request is made and conclude within one (1) business day following commencement of the inspection), BCA Inspector determines in its professional and commercially reasonable opinion that such work is defective or not in compliance with the Approved Plans, University shall pay all claims, costs, losses and damages caused by, arising out of or resulting from such uncovering, exposure, observation, inspection and testing and from satisfactory replacement or reconstruction (including all costs of repair or replacement of work of others). The performance of an inspection or test by City shall not constitute final acceptance of the construction or any portion thereof.

19) Audit; Inspection

At any time during normal business hours, and as often as University may deem necessary, BCA shall make available for examination all of its records that support all matters covered by the Agreement.

20) Changes

If University is required to make a change to the Approved Plans or to construct the Work in a manner different from that shown on said Plans as a result of a requirement from a Governmental Authority whose approval of said Plans is required for issuance of permit for construction or occupancy of the New Fire Station Improvements, but specifically excluding City in its proprietary capacity (each, a “**Required Change**”), or University otherwise requests a change in the Approved Plans or the Work (each, a “**University Change**” and together with Required Change, a “**Change**”), University

shall prepare and submit to City for its review a written "Change Analysis" describing the Change, and if applicable, demonstrating that with said Change the Project will remain consistent with Prop F Requirements. If City fails to approve or disapprove the Change within five (5) business days of receipt of the Change Analysis, University shall send a second notice stating in 14-point type: THE ITEM(S) IN THIS NOTICE SHALL BE DEEMED APPROVED UNLESS THE CITY DISAPPROVES THE ITEM(S) IN WRITING WITHIN THREE (3) BUSINESS DAYS OF RECEIPT OF THIS NOTICE. Failure of City to approve or disapprove the requested Change to the Approved Plans or the Work within such three (3) business-day time period shall be deemed, for all purposes, an approval of the requested Change. City shall not have the right to request any change to the Approved Plans or to the Work unless such change, in the reasonable determination of Contractor, would not: (a) extend the Project Schedule or any component thereof, or (b) delay or increase the cost of the Work or any component thereof. University shall have the right to accept or reject any requested Change to the Approved Plans or the Work by City in its sole discretion. The Parties agree that University may, with prior City approval: (i) make changes to millwork and finishes; and (ii) make other value engineering changes to the Approved Plans to achieve cost reductions, provided the same do not render the Approved Plans inconsistent with Prop F Requirements.

21) Substantial Completion

"**Substantial Completion**" of the New Fire Station Improvements shall occur when: (a) the CX has issued the Final Commissioning Report; (b) Architect and the BCA Inspector have each signed the Certificate of Substantial Completion; and (c) LADBS has issued a TCO. Before CX issues the Final Commissioning Report, CX and City shall conduct a joint walk-through (the "**Commissioning Walk-Through**") to confirm that Commissioning has been completed in accordance with the Commissioning Specifications. Following receipt of the Final Commissioning Report, Architect and BCA Inspector shall conduct a joint walk-through (the "**Substantial Completion Walk-Through**") to jointly determine based on observation of the Work that it is substantially complete (i.e. at least 95% complete). In making this joint determination, all Work completed must be acceptable to BCA Inspector, provided that the BCA Inspector shall not withhold, condition or delay his or her determination of substantial completion if the work is substantially complete in accordance with the Approved Plans. The BCA Inspector shall participate, and BOE Representative, LAFD

Representative, and related City representatives may elect to participate in the Commissioning Walk-Through and Substantial Completion Walk-Through. However, City shall designate only one (1) representative to communicate its issues and concerns to University and Architect at these walk-throughs. University shall notify City at least thirty (30) calendar days in advance of the initial Substantial Completion Walk-Through (and provide not less than five (5) business days' notice for subsequent Substantial Completion Walk-Through that may be required by this Section). At the Substantial Completion Walk-Through, University, City and Architect shall prepare a punch list of correction items to be resolved by University ("**Punch List**"), which list shall be divided into Major Punch List Items and Minor Punch List Items.

In the event any Major Punch List Items are identified in such inspection, Architect shall not issue the Certificate of Substantial Completion until Architect and BCA Inspector have re-inspected said Improvements (with such other representatives as City may wish present) and confirmed that all Major Punch List Items have been completed or have become Minor Punch List Items.

University shall cause Architect to issue to City the Certificate of Substantial Completion within ten (10) days after the following conditions are satisfied:

(i) Architect, after consideration of comments of BCA Inspector, BOE Representative, and LAFD Representative, has determined that the New Fire Station Improvements have been constructed and completed in conformity with the Approved Plans;

(ii) Contractor has determined that the structural, mechanical, electrical and vertical transportation systems in the New Fire Station Improvements have been constructed and completed in conformity with the Approved Plans; and has issued to Architect and City a certificate with respect to such portion of said Improvements attesting to same; and

(iii) The BCA Inspector agrees with Architect's and Contractor's determinations as set forth in subparagraphs (i) and (ii) above. The BCA Inspector shall sign the Certificate of Substantial Completion to indicate such agreement.

22) Minor Punch  
List Completion;  
Operations Testing.

University shall cause all work necessary to complete the Minor Punch List Items to the satisfaction of Architect and City as soon as reasonably possible, and in any event within forty five (45) days after issuance of the Certificate of Substantial Completion. In performing all work required to address the Minor Punch List Items, University shall take all steps reasonably necessary to ensure that such work does not substantially hinder or substantially disrupt City's use of the New Fire Station Improvements.

Following Substantial Completion but prior to the Close of Escrow, University shall provide City with access to the New Fire Station Improvements from time to time upon 24 hours telephonic notice for preliminary LAFD testing for proper systems operation and firefighter comfort and to ensure that the New Fire Station Improvements will be fully operational upon occupancy by LAFD ("**Operations Testing**"). The LAFD Representative shall promptly notify University in writing of any systems that do not pass such testing, and University shall correct all such deficiencies prior to the Close of Escrow. In addition, LAFD may enter onto the New Fire Station Improvements in the two (2) days prior to Close of Escrow to and to move in furniture, equipment and other personal property so that the Fire Station is ready for operation on Closing. City shall be responsible for the repair of any damage to the New Fire Station Improvements caused by the negligence or willful misconduct of City in performing the Operations Testing or moving in such furniture, equipment and other personal property.

23) Final Completion

"**Final Completion**" of the New Fire Station Improvements shall occur when (a) LADBS has issued a final Certificate of Occupancy, and (b) City has delivered a written Statement of Final Completion. The purpose of the Section 23 is to complete the City's review of the Work for compliance with the Approved Plans and to confirm that all Minor Punch List Items are complete. Final Completion shall occur after the Closing.

Within ten (10) business days after Architect has determined that all Minor Punch List Items have been completed, Architect and BCA Inspector shall conduct a joint walk-through of the New Fire Station Improvements ("**Final Completion Walk Through**") to determine whether the Minor Punch List Items

have been completed in conformance with the Approved Plans. The BCA Inspector shall participate, and BOE Representative, LAFD Representative, and related City representatives may elect to participate in such joint walk through. However, City shall designate only one (1) representative to communicate any issues and concerns to University and Architect at the inspection.

City and Architect shall issue the Statement of Final Completion within three (3) business days after they jointly determines that (a) all Minor Punch List Items have been completed in conformity with the Approved Plans, (b) the New Fire Station Improvements are complete in accordance with this Agreement, and (c) all systems included in said Improvements are in good working order and operation.

The issuance of the Statement of Final Completion shall not operate as a waiver or release with respect to any warranties applicable to the Work or the New Fire Station Improvements or any rights or remedies pertaining thereto.

A chronology of the steps culminating in Final Completion is set forth in Attachment 3 to this Exhibit "E".

#### 24) Use of Fire Station

From and after the Close of Escrow, but prior to Final Completion, City shall have the right, subject to the requirements set forth in the Certificate of Substantial Completion, to occupy the New Fire Station Improvements and operate them as Fire Station 15. Notwithstanding the foregoing, City shall have the right to conduct Operations Testing prior to the Close of Escrow as provided in Section 22 above.

#### 25) Warranties

University shall transfer and assign to City and shall cause Contractor to obtain in the name of City, or transfer or assign to University for the benefit of City, as of Final Completion, any and all warranties or guarantees which Contractor is required to provide or obtain pursuant to the Construction Contract, including but not limited to, subcontractors and manufacturers, and further agrees to perform the Work in such a manner so as to preserve any and all such warranties. Warranties in the Construction Contract for the benefit of University and City shall be in substantially the form of the warranties described on Exhibit "H" to the Agreement and



shall remain in effect for a period of one (1) year commencing from the date of Final Completion of the Work. University shall cause Contractor to offer, and to cause its subcontractors to offer, to City any warranty upgrades or extensions that are offered by manufacturers of any equipment or system in the Project. University and/or Contractor shall provide training to City on all installed systems (AC, water heater, etc.). Upon Final Completion, University shall provide all warranty paperwork to City.

26) Notice of Completion

University shall record a notice of completion for the New Fire Station Improvements in form meeting all statutory requirements (“**Notice of Completion**”) within fifteen days after “Completion” of the Project (as defined in California Civil Code Section 8180). Recordation of the Notice of Completion shall not impair or diminish City’s rights hereunder to withhold Acceptance.

27) As-Built Plans

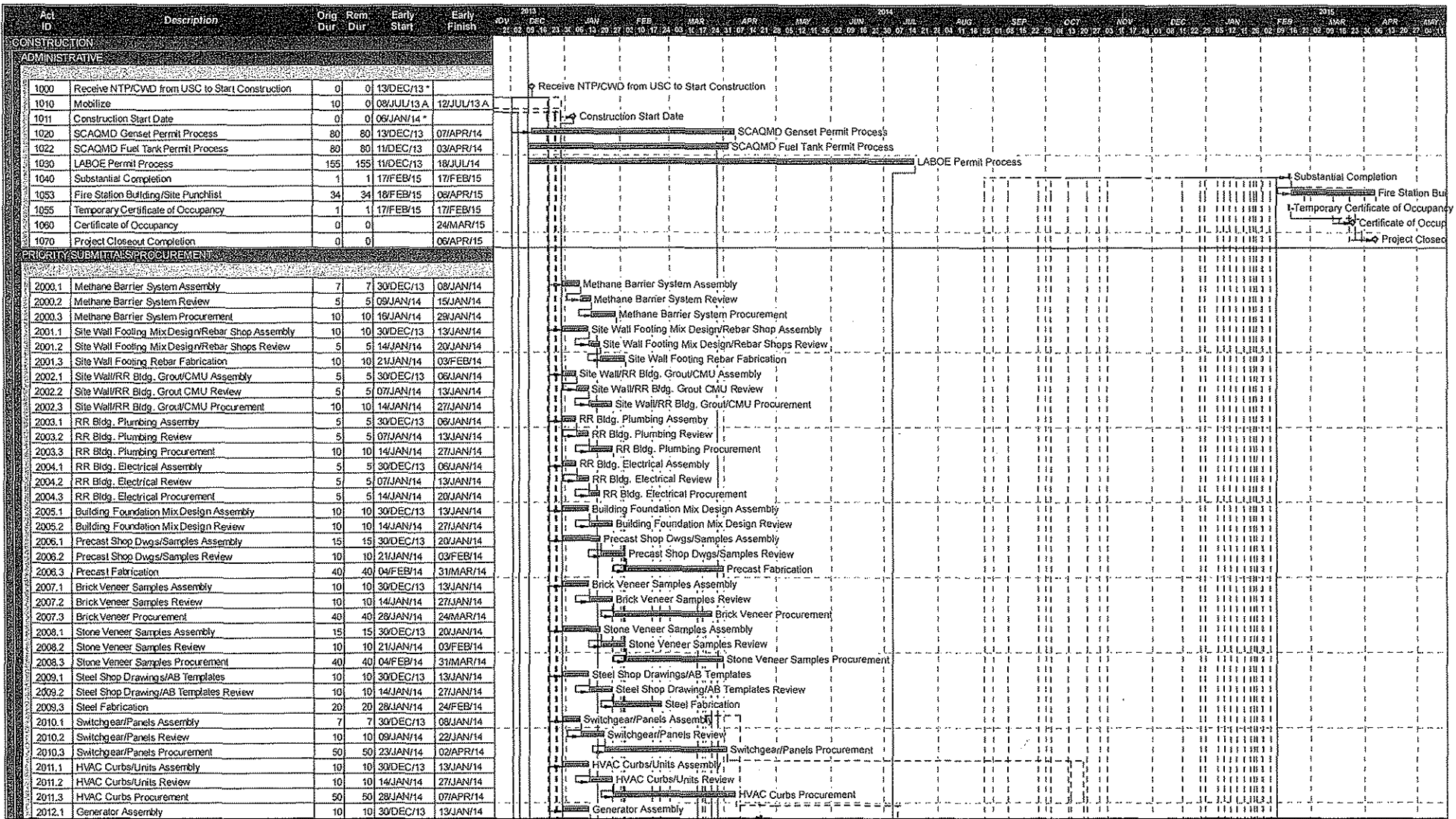
University shall deliver to City complete electronic as-built plans and specifications (in native Format) for the New Fire Station Improvements within ninety (90) days after the date the last of the Final Punch List items has been completed.

28) Construction Liens & Claims

University shall not permit the New Fire Station Property or the New Fire Station Improvements to become subject to any mechanics', materialmen's or other liens or stop notices of any nature in connection with the construction of the New Fire Station Improvements or by reason of any act or omission of University. If any such lien or stop notice is filed, recorded or other asserted against the New Fire Station Property or the New Fire Station Improvements, University shall, within thirty (30) calendar days after receipt of notice of such lien or stop notice, (a) pay or cause to be paid all claims relating to such lien or stop notice, and cause such lien or stop notice to be removed from record title; or (b) if University desires to contest the lien or stop notice, it shall furnish a statutory mechanics' lien bond. University shall indemnify, defend (by counsel reasonably acceptable to City) and hold City harmless from and against all Claims incurred by or brought against City, the City Property or the New Fire Station Improvements in connection with any mechanics', materialmen's or other liens or stop notices arising out of or related to any work performed by or on behalf of University on the New Fire Station Property or in connection with construction of the New Fire Station Improvements or in connection with any claim that prevailing wages were not paid with respect to the New Fire Station Improvements in accordance with the requirements of State law; provided that City shall not be entitled to such indemnification for any claim against City by reason of its own negligence or willful misconduct. The provisions of this Section shall survive the Final Completion of the New Fire Station Improvements.

**ATTACHMENT 1 TO EXHIBIT "E"**

**PROJECT SCHEDULE**



Start date 01/JUL/13  
 Finish date 06/APR/15  
 Data date 11/DEC/13  
 Run date 11/DEC/13  
 Page number 1A  
 © Primavera Systems, Inc.

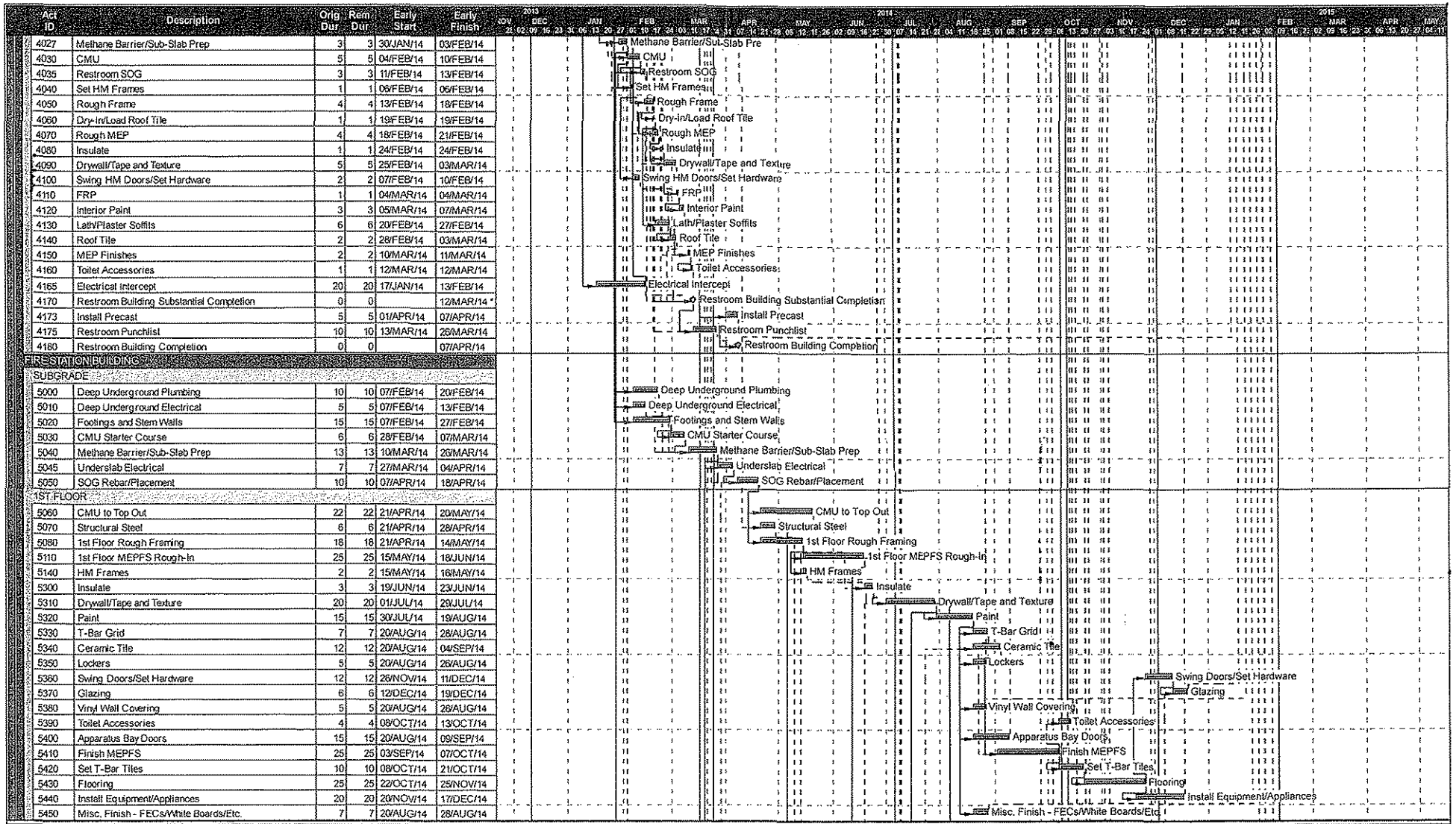
PRELIMINARY DRAFT  
 12/11/13

Erickson-Hall Construction Co.  
 USC/LAFD Fire Station 15



Early bar  
 Progress bar  
 Critical bar  
 Summary bar  
 Start milestone point  
 Finish milestone point





Erickson-Hall Construction Co.  
USC/LAFD Fire Station 15

Start date 01/JUL/13  
Finish date 08/APR/15  
Data date 11/DEC/13  
Run date 11/DEC/13  
Page number 3A  
© Primavera Systems, Inc.

Early bar  
Progress bar  
Critical bar  
Summary bar  
Start milestone point  
Finish milestone point







**ATTACHMENT 2 TO EXHIBIT "E"**

**BREAKDOWN OF BCA PERSONNEL**

**FIRE STATION #15**  
**BCA BUDGET ESTIMATE (Based on CAP 33 Rate) – 12 months**

Personnel	Position	Class	FTE	Amount
BCA Project Inspector	Senior Construction Inspector	7294	1.0FTE	\$203,126
Materials Control Inspector	Senior Construction Inspector	7294	0.12FTE	\$24,375
Labor Compliance Monitoring *	Management Analyst II	9184	0.01FTE	\$ 3,318

TOTAL \$230,819

\*USC will receive certified payrolls and verify prevailing wage requirements, BCA will audit periodically.

If the construction schedule exceeds 12 months the budget costs shown will increase proportionally higher.

Deputy Inspection by BCA is not included in this estimate. USC will provide all Deputy Inspection.

No allowance for Overtime is included in this estimate. Any Overtime incurred by BCA will be paid by USC.

This estimate is based on CAP 33 overhead rates in effect. Once CAP 34 rates are implemented the cost will vary.

Prepared by: Alex McMasters  
 Division Manager, Metro Construction Division  
 Bureau of Contract Administration  
[alex.mcmasters@lacity.org](mailto:alex.mcmasters@lacity.org)  
 213-847-2384  
 June 28, 2013

**ATTACHMENT 3 TO EXHIBIT “E”**

**CHRONOLOGY OF STEPS LEADING TO CITY DETERMINATION OF FINAL  
COMPLETION OF THE NEW FIRE STATION**

All capitalized terms in this Attachment 3 shall have the same meaning as such terms have in the Agreement.

**A. Substantial Completion of the New Fire Station**

1. CX conducts and completes all Construction and Acceptance Phase Commissioning as set forth on Exhibit ‘T’.
2. Once Commissioning is complete, CX schedules Commissioning Walk Through with BCA Inspector.
3. Following such inspection, CX delivers Final Commissioning Report to City and University confirming that Commissioning has been completed in accordance with the Commissioning Specifications.
4. After (a) City and Architect have received the Final Commissioning Report, and (b) Architect determines that the Work is 95% complete in accordance with the Approved Plans, Architect contacts BCA Inspector to schedule the Substantial Completion Walk-Through to determine Substantial Completion.
5. Architect and BCA Inspector conduct the Substantial Completion Walk-Through and develop the Punch List.
  - (a) If the Punch List contains any Major Punch List Items, University shall complete such Items, and Architect contact BCA Inspector City for another Substantial Completion Walk-Through to determine Substantial Completion.
  - (b) The University shall repeat this step as needed until the Architect and City agree that all Major Punch List Items are complete and only Minor Punch List Items remain.
7. Prior to issuance of the Certificate of Substantial Completion, Contractor issues to Architect and City a certification that the structural, mechanical, electrical and vertical transportation systems in the New Fire Station Improvements have been constructed and completed in conformity with the Approved Plans.
8. If Architect and BCA Inspector agree that the Work is substantially complete in accordance with the Approved Plans, subject only to the Minor Punch List items, the Architect shall issue the Certificate of Substantial Completion. BCA Inspector shall sign such Certificate to indicate his or her concurrence that the Work is substantially complete.
9. LADBS issues TCO (may occur before issuance of the Certificate of Substantial Completion).

10. Substantial Completion is evidenced by (i) the Final Commissioning Report, (ii) issuance of the TCO by LADBS, and (iii) the Certificate of Substantial Completion signed by Architect and the BCA Inspector.

#### **B. Close of Escrow**

1. LAFD enters the New Fire Station Improvements and completes Operations Testing following Substantial Completion and to move in furniture, equipment and other personal property and issues the notice that all such testing is complete to City's satisfaction as provided in Section 7.1(j).

(a) If any systems do not pass such testing, University shall remedy the deficiency prior to Close of Escrow.

2. All conditions to Close of Escrow are satisfied or waived, including LAFD issuance of the Move-in Notice and issuance of the notice of no damage as provided in Section 7.1(h).

3. Escrow Holder closes Escrow on the date set forth in the Move-in Notice but not later than 30 days after Substantial Completion and satisfaction or waiver of other conditions to Close of Escrow).

4. City designates the New Fire Station as Fire Station 15 (concurrently with Close of Escrow).

5. LAFD occupies the New Fire Station (on day of Close of Escrow) and operates it as Fire Station No. 15.

#### **C. Final Completion of New Fire Station**

1. University completes Minor Punch List Items within 45 days of issuance of Certificate of Substantial Completion.

3. Architect contacts BCA Inspector to schedule a Final Completion Walk-Through to determine Final Completion (i.e., completion of Minor Punch List Items and confirmation that the Work has been completed in accordance the Approved Plans).

4. If, following the Final Completion Walk-Through, Architect and BCA Inspector agrees the Final Completion has occurred, City and Architect shall issue the Statement of Final Completion.

5. LADBS issues Final Certificate of Occupancy (may occur before issuance of the Statement of Final Completion).

6. Final Completion is evidenced by (a) LADBS issuance of the Final Certificate of Occupancy, and (b) Statement of Final Completion signed by Architect and the BCA Inspector.

**EXHIBIT "F"**

**GRANT DEED OF NEW FIRE STATION PROPERTY**

**RECORDING REQUESTED BY:**

**Old Republic Title Company**

**WHEN RECORDED MAIL DEED AND TAX STATEMENTS TO:**

CITY OF LOS ANGELES  
111 E. FIRST STREET, ROOM 201  
LOS ANGELES CA 90012  
ATTN: DAVID L. ROBERTS

Title Order No.: 2476022366-48    Space Above This Line For Recorder's Use    Escrow No.: \_\_\_\_\_

**Grant Deed**

**This document is exempt from Documentary Transfer Tax pursuant to Section 11922 of the California Revenue and Taxation Code, and is being recorded pursuant to Sections 6103 and 27282 of the California Government Code**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

University of Southern California, a California non-profit corporation (Grantor)

hereby GRANT(s) to

City of Los Angeles, a municipal corporation (Grantee)

the following described real property in the County of Los Angeles, State of California (a portion of Assessor's Parcel No. 5123-005-031)

**SEE ATTACHMENT "1" FOR LEGAL DESCRIPTION**

To have and to hold the property herein granted to Grantee and its successors and assigns forever.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF CALIFORNIA}  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally  
appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA}  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally  
appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

## ATTACHEMENT "1"

### LEGAL DESCRIPTION

Lot 1 of Tract No. 29063 in the City of Los Angeles, County of Los Angeles, State of California, as per map filed in Book 852, Pages 53 and 54, of Maps, Records of said County.

Excepting therefrom that portion lying southeasterly and southwesterly of the following described line:

Beginning at a point on the northeasterly line of said Lot 1, distant thereon South  $61^{\circ}53'20''$  East 29.86 feet from the most northwesterly terminus of the line shown as having a bearing and distance of "North  $62^{\circ}05'11''$  West 181.13 feet" on said Tract No. 29063; thence South  $28^{\circ}06'40''$  West 44.82 feet; thence South  $61^{\circ}53'20''$  East 18.00 feet; thence South  $28^{\circ}06'40''$  West to the northeasterly line of Lot 2 of said Tract No. 29063; thence northwesterly along said northeasterly line of Lot 2 to the westerly line of said Lot 1.



**University of Southern California,  
a California non-profit corporation**

**To**

**CITY OF LOS ANGELES,  
a municipal corporation**

**JOB TITLE:** Fire Station 15. Southeast corner  
of Hoover Street & 30<sup>th</sup> Street

APN: Portion 5123-005-031  
Cadastral Map No. 121-5A201

STANDARD INSTRUMENT

Checked as to parties, marital status, dates,  
signature, acknowledgments and corporate seal.

**GRANT DEED**

Date: \_\_\_\_\_, 2013

By \_\_\_\_\_  
Jose L. Ramirez, Authorized Officer

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by the within deed or grant to the City of Los Angeles, a municipal corporation, hereby accepted by the City Council of the City of Los Angeles, pursuant to Ordinance No. 171735, approved on October 23, 1997, and the Grantee consents to the recordation thereof by its duly authorized officer.

Approved as to Authority \_\_\_\_\_, 2013

By \_\_\_\_\_  
Authorized Officer

Approved as to description \_\_\_\_\_ 2013

By \_\_\_\_\_  
Authorized Officer

By \_\_\_\_\_  
Jose L. Ramirez, Authorized Officer

Date \_\_\_\_\_

General Services Department  
Real Estate Services Division

Approved \_\_\_\_\_, 2013

Michael N. Feuer, City Attorney

By \_\_\_\_\_  
Deputy

Council File No. \_\_\_\_\_ 12-0536-S1 \_\_\_\_\_

**EXHIBIT "G"**

**GRANT DEED OF CITY PROPERTY**

**RECORDING REQUESTED BY:**

**Old Republic Title Company**

**WHEN RECORDED MAIL DEED AND TAX STATEMENTS TO:**

University of Southern California  
Real Estate & Asset Management  
UGW 110  
Los Angeles, CA 90089-7271  
Attn: Brian League

Title Order No.: \_\_\_\_\_ Space Above This Line For Recorder's Use Escrow No.: \_\_\_\_\_

**Grant Deed**

**This document is exempt from Documentary Transfer Tax pursuant to Section 11922 of the California Revenue and Taxation Code, and is being recorded pursuant to Sections 6103 and 27282 of the California Government Code**

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

City of Los Angeles, a municipal corporation (Grantor)

hereby GRANT(s) to

University of Southern California, a California non-profit corporation (Grantee)

the following described real property in the County of Los Angeles, State of California (a portion of Assessor's Parcel No. APN 5039-020-912)

**SEE ATTACHMENT "1" FOR LEGAL DESCRIPTION**

To have and to hold the property herein granted to Grantee and its successors and assigns forever.

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services

By: \_\_\_\_\_  
Tony M. Royster, General Manager  
Department of General Services

DATE: \_\_\_\_\_

STATE OF CALIFORNIA}  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally  
appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

STATE OF CALIFORNIA}  
COUNTY OF \_\_\_\_\_ }

On \_\_\_\_\_, before me, \_\_\_\_\_, a Notary Public, personally  
appeared \_\_\_\_\_

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_ (Seal)

## **ATTACHMENT "1"**

### **LEGAL DESCRIPTION**

The land referred to is situated in the County of Los Angeles, City of Los Angeles, State of California, and is described as follows:

The Southeasterly 30 feet of Lot 18 and all of Lot 19 in Block Q of West Los Angeles, in the City of Los Angeles, County of Los Angeles, State of California, as per map recorded in Book 3 Pages 142 and 143 and in Book 29 Pages 19 and 20, both of Miscellaneous Records, in the office of the County Recorder of said County.

**CITY OF LOS ANGELES,**  
**a municipal corporation**

**JOB TITLE:** Fire Station 15. 915 West  
Jefferson Blvd, Los Angeles CA

To

APN: Portion 5039-020-912  
Cadastral Map No. 120A201

**University of Southern California,**  
**a California non-profit corporation**

**STANDARD INSTRUMENT**

Checked as to parties, marital status, dates,  
signature, acknowledgments and corporate seal.

**GRANT DEED**

Date: \_\_\_\_\_, 2013

By \_\_\_\_\_  
Jose L. Ramirez, Authorized Officer

Approved as to Authority \_\_\_\_\_, 2013

By \_\_\_\_\_  
Authorized Officer

Approved as to description \_\_\_\_\_ 2013

By \_\_\_\_\_  
Jose L. Ramirez, Authorized Officer

General Services Department  
Real Estate Services Division

Approved \_\_\_\_\_, 2013

Michael N. Feuer, City Attorney.

By \_\_\_\_\_  
Deputy

Council File No. 12-0536-S1

## EXHIBIT "H"

### TERMS OF CONTRACTOR WARRANTY

[“Owner” shall mean University and its successors and assigns owning all or any portion of the New Fire Station Property.]

#### **1. Warranty and Correction.**

1.1 Warranty. Contractor warrants to Owner and Architect that: (a) the materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents; (b) the Work will be of good quality and free from defects; (c) the Work will conform to the requirements of the Contract Documents; and (d) Contractor will deliver a Project free of mechanics' liens and stop notice claims, subject to its receipt of payments due under the Contract. Work not conforming to these requirements, including substitutions not properly approved by City, shall be deemed defective. Contractor's warranty excludes improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by Owner or Architect, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The cost of providing all warranties specified in the Contract Documents shall be included in Contractor's Fee and/or Subcontractor's overhead and profit and shall not be treated as a reimbursable Cost item; provided however, that for any warranty upgrades or extensions beyond those specified in the Contract Documents offered to Owner, which involve additional cost, Contractor may submit a Change Order Request to request an increase to the guaranteed maximum price under the Contract. Contractor shall provide training to Owner and City on all installed systems (AC, water heater, etc.). Contractor shall provide all warranty paperwork to Owner.

1.2 Commencement of Correction Periods. In addition to warranties required elsewhere in the Contract Documents, and except with respect to roof, waterproofing, exterior building envelope, and other special extended warranties, Contractor shall, and hereby does, warrant all Work for a period of one (1) year commencing from the date of Substantial Completion of the Work and shall repair or replace any and all such Work, together with any other Work which may be displaced in so doing, that may prove defective in workmanship and/or materials, without any expense whatsoever to Owner.

1.3 No Limitation. Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations that Contractor might have under the Contract Documents. Establishment of the one-year period for correction of Work relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Neither the making of Final Payment nor the use or occupancy of the Work, in whole or in part, by Owner, shall constitute acceptance of Work not in accordance with the Contract Documents or relieve Contractor from liability for faulty or defective Work.

1.4 Overlap. Where any warranties provided under the Contract Documents overlap, conflict, or are duplicative, Contractor shall be bound by the more stringent requirements.

1.5 Owner's Right to Correct. If Contractor fails to commence corrections within forty-eight (48) hours after receipt of written notice, Owner shall have the right, but not the obligation, to proceed to have defects repaired and made good at the expense of Contractor. If, in the opinion of Owner, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to Owner or to prevent interruption of operations of Owner, Owner may take immediate action, give notice, make such correction, or provide such attention and the cost of such correction or attention shall be charged against the Contractor. Such action by Owner will not relieve Contractor of the warranties provided in this Exhibit H or elsewhere in the Contract Documents.

1.6 Procurement and Assignment of Warranties. Contractor shall obtain in the name of Owner, or transfer or assign to Owner or Owner's designee prior to the time of Final Completion of the Work, any and all warranties or guarantees which Contractor is required to obtain pursuant to the Contract Documents and which Contractor obtained from any other person or entity other than Contractor including, but not limited to, Subcontractors and manufacturers, and further agrees to perform the Work in such a manner so as to preserve any and all such warranties. Contractor shall secure written warranties from all Subcontractors in the form approved by Owner. Contractor and its Subcontractors shall offer any warranty upgrades or extensions that are offered by manufacturers of any equipment or system in the Project to Owner.

1.7 Survival of Warranties. The provisions of this Exhibit H shall survive Contractor's completion of the Work or termination of its performance of the Work.



## EXHIBIT "I"

### COMMISSIONING SPECIFICATIONS

#### INTRODUCTION

University and the commissioning agent (CX), with input from City, shall develop a commissioning plan early in the construction process. CX shall begin work to collect and review project documentation and initiate the commissioning process as outlined in the specifications and Commissioning plan. As part of the submittal process, CX will review relevant submittals concurrent with design team review for adherence to owner's requirements and the design intent. During construction, the CX will provide regular commissioning meetings and site observations to assist the project team with issues related to the commissioned systems, verify installation, review start-up and balance procedures, and review contractor documentation. The acceptance phase of the Commissioning process is critical in evaluating and documenting overall performance of the building systems by sequential testing of building system components.

Completion of the commissioning process is documented via the final commissioning report. Additionally, CX will assemble a systems manual that provides information supplemental to training activities on how to properly operate, maintain, and re-commission building systems. Follow up to the Commissioning effort includes evaluation of building automation system trend data, a warranty walk thru meeting, and evaluating building energy performance goals. When performed properly, the Commissioning process will assist the project team in addressing design and construction issues and will help assure that the City will receive a fully functional and energy efficient building.

The following Commissioning Services shall be provided during the construction, acceptance and warranty phases of the Fire Station Number 15 project (Project). This Project involves the construction of a new fire station 18,000 square-foot building by the University upon an approximately 1-acre site owned by University and will include landscaped open areas, parking areas, and pedestrian hardscape.

## I. REQUIRED SCOPE OF COMMISSIONING SERVICES

### A. GENERAL

1. The CX will be required to develop a structured approach to the building systems and equipment start-up and functional testing with specific goals and quality checks during the work. This is to provide the City, the University and Design Consultant (A/E) with reasonable assurance that the systems implemented for the projects are functioning as the design intended. The CX will work closely with the A/E, University and the City in this process.
2. The objective of Commissioning is to provide, facilitate, document, and assure that the building systems noted herein fulfills the functional and performance requirements of the building owner, occupants, and operators. To reach this goal, it is necessary for the Commissioning process to establish and document criteria for system function, performance and maintainability, and to also verify and document compliance with these criteria throughout construction, start-up and the initial period of operation. In addition, complete operation and maintenance (O&M) manuals, as well as training on system operation, should be provided to the building operators to ensure that the building continues to operate as intended.
3. The CX shall be involved beginning in the Construction phase and extending through the Acceptance and Warranty phases of the project. The initial role of the CX is to review the design and specifications to ensure it meets the project objectives, including requirements for LEED Commissioning and report any discrepancies or deficiencies to the University so that revisions can be incorporated into the scope of work (SOW). During construction, the CX will develop and coordinate the execution of a testing plan, which will include observing and documenting the performance of all systems and equipment to ensure that the systems are functioning in accordance with the contract documents. The Contractor will provide all tools or the use of tools to start checkout, and functionally test equipment and systems, except for specified testing with portable data-loggers and airflow/pressure test equipment.
4. The CX shall witness the Testing and Balancing performed by the contractor as outlined in the contract specifications.

5. The CX is not responsible for design concept, design criteria, compliance with codes, design or construction scheduling, cost estimating, or construction management.
6. The CX is expected to assist with the problem-solving and resolving non-conformance of deficiencies, but ultimately the responsibilities for design and construction reside with the A/E and Contractor respectively.

B. TYPICAL COMMISSIONING PHASE TASKS

1. Specific Tasks the CX shall be responsible for are noted in Table 1 with a check mark (✓).

**Table 1. Commissioning Tasks List**

In SOW	Phase	Commissioning Task
✓	Construction	Review the complete Contract Documents to confirm all necessary startup and Commissioning tasks are clearly defined; identify Commissioning recommendations, operational cost impacts, and life cycle cost impacts, and operational features to increase Commissioning success. Facilitate a CX Coordination Meeting with University and design team to discuss the findings and integration issues between equipment, systems and disciplines (special focus on controls integration for HVAC and networked lighting). Distribute Meeting minutes to attendees.
✓	Construction	Attend one Commissioning kickoff meeting with construction team. CX to conduct meeting and provide meeting minutes.
✓	Construction	Facilitate monthly construction Commissioning meetings to support the project manager and include site visits to provide technical support to the Construction Administration team of Inspectors.
✓	Construction	Review the project schedule to ensure Commissioning activities are properly incorporated; provide feedback to University as needed.
✓	Construction	Prepare a Commissioning plan for construction phase. Work with University and the Contractor in maintaining Commissioning plan and project timeline.
✓	Construction	For all mechanical, electrical, plumbing, HVAC and electrical controls, and other systems to be commissioned, review shop drawings, construction meeting minutes, equipment submittals, RFI's and plan clarifications for issues relating to the Commissioning process. Assist in resolving any discrepancies.
✓	Construction	Review of the building automation system controls contractor submittals to include control sequences, interlocks, installation

In SOW	Phase	Commissioning Task
		(wiring, piping, labeling, and grounding), calibration, software loading, testing, and loop tuning procedures. A specific review with the software subcontractor's programming engineer, to verify accuracy of control sequences prior to implementation in field controllers is required.
✓	Construction	Review the mechanical, controls, electrical, and TAB contractors Commissioning (or testing) plans.
✓	Construction	Prepare system pre-functional "readiness" checklists (PFT) to be completed prior to the start of verification testing for major HVAC, Electrical, and Plumbing , HVAC and Electrical controls, and other equipment and systems to be commissioned.
✓	Construction	Review Contractors PFT updates.
✓	Construction	Review and approve O&M submittals in sync with the design team for equipment being commissioned.
✓	Construction	Witness mechanical, plumbing, electrical, and controls equipment start-up. CX shall perform periodic equipment start-up checks. CX will not perform full onsite witnessing during startups. The objective of the start-up witnessing is to assure the start up procedures are being followed.
✓	Construction	Verify test and balance reports of mechanical, controls, and TAB contractors by checking system readings for the mechanical equipment. Estimate a 20% check of TAB balanced points to determine if TAB work is adequate and accurate.
✓	Construction	Prepare final functional verification test procedures (FPTs) tailored specifically to the installed equipment and systems, such that verification of the operation of the systems and equipment to be commissioned is proper and correct.
✓	Acceptance	Witness the HVAC piping test and flushing procedures to verify that proper procedures were followed. Document this testing, and notify University of any deficiencies in results or procedures.
✓	Acceptance	Witness ductwork testing and cleaning procedures to verify that proper procedures were followed. Document this testing and notify University of any deficiencies in results or procedures.
✓	Acceptance	Review and approve air and water systems balancing by spot testing and by reviewing completed reports and by selected site observation.
✓	Acceptance	Co-ordinate, witness and approve functional performance testing of sub-systems, systems, and interactions between systems,

In SOW	Phase	Commissioning Task
		leading to acceptance of the completed work. Document results of all tests witnessed. Coordinate re-testing as necessary until satisfactory performance is achieved.
✓	Acceptance	Collect and Analyze BAS Printouts during FPT demonstration.
✓	Acceptance	Collect and Analyze BAS functional performance trend logs and monitoring data to verify performance.
✓	Acceptance	<p>Maintain a master deficiency and resolution log and a separate testing record. Follow up on the corrections by retesting systems (or components) that failed the first verification test. Provide to the University written monthly progress reports and test results with recommended actions during the Commissioning period.</p> <p><b>Note that <u>one</u> retest will be provided under this scope. CX can provide additional retests requested by the owner on a T&amp;M basis determined by the rates listed under “Additional Services.”</b></p>
✓	Acceptance	Prepare a final Commissioning narrative and report of the project, including the signed-off and executed procedures as outlined in Section 3(C) of this RFP.
✓	Acceptance	Verify completion of overall system level training of operations and maintenance staff to communicate the design intent, theory of system operation, delineate the function of individual components in the system, and intersystem functional operations.
✓	Acceptance	Facilitate seasonal deferred FPT demonstration.
✓	Acceptance	<p>Furnish professionally developed video of the training sessions for the following systems and equipment:</p> <ul style="list-style-type: none"> <li>▪ Chilled and Heating Hot Water Systems</li> <li>▪ Building Automation System (BAS)</li> <li>▪ Domestic Water Booster Pump System</li> <li>▪ Emergency Generator</li> <li>▪ Networked Lighting Controls</li> <li>▪ Irrigation System</li> <li>▪ Motorized Gate and Gate Controllers</li> </ul>
✓	Acceptance	Conduct a final walk-through and turnover with facility staff.
✓	Acceptance	Provide vibration analysis testing of rotating mechanical equipment.
✓	Acceptance	Provide thermographic imaging testing of electrical equipment.

In SOW	Phase	Commissioning Task
✓	Acceptance	Verify that O&M manuals are appropriately developed by mechanical, electrical and HVAC controls contractors
✓	Acceptance	Create a systems manual, consisting of background information on design intent, controls system architecture, preventive maintenance recommendations and seasonal testing.
✓	Acceptance	Check that warranty documents are prepared by Contractors and turned over to Owner at the end of construction.
✓	Warranty	Perform end-of-warranty walk thru of building (11 months after construction completion).
✓	Warranty	Prepare a formal reporting procedure (form) for recording and responding to problems during warranty. Include lessons learned.
✓	Warranty	Prepare and submit an end of warranty Commissioning report.

C. FINAL COMMISSIONING REPORT TO UNIVERSITY AND CITY: CX shall deliver a Final Commissioning Report to University and the City. Submittal shall include three (3) indexed paper copies in Binders and one (1) CD Copy of Final Report. This Report shall include the following:

1. An executive summary, list of participants and roles, brief building description, overview of Commissioning and testing scope, and a general description of testing and verification methods.
2. For each piece of commissioned equipment, the report should contain the confirmation by the CX regarding the adequacy of the equipment, documentation and training meeting the contract documents in the following areas:
  - Equipment meeting the design performance;
  - Equipment installation;
  - Functional performance and efficiency;
  - Equipment documentation and design intent; and
  - Operator training. All outstanding non-compliance items shall be specifically listed.
3. Recommendations for improvement to equipment or operations, future actions, Commissioning process changes, etc. shall also be listed.

4. The functional performance and efficiency section of each piece of equipment, shall include a brief description of the verification method used (e.g. manual testing, BAS trend logs, data loggers, etc.) including observations and conclusions from the testing.
5. Appendices shall contain acquired sequence documentation, logs, meeting minutes, progress reports, deficiency lists, site visit reports, findings, unresolved issues, communications, etc. Pre-functional checklists and functional tests, along with blanks for the operators, and monitoring data and analysis will be provided in a separate labeled binder.
6. LEED Required Documentation.

II. COMMISSIONING SUBMITTALS

Specific submittals will be provided to and required from the CX during the course of each project. These specific submittals that will be provided to University and the City during the course of each project are noted in Table 2 with a check mark (✓).

**Table 2. Commissioning Submittals**

<b>In SOW</b>	<b>Phase</b>	<b>Commissioning Submittals</b>
✓	Construction	Commissioning Plan – Construction Phase
✓	ALL	Commissioning Schedule and Updates
✓	Construction	Equipment submittal comments (as related to Commissioning issues only)
✓	Construction	Pre-functional checklists
✓	Construction	Blank functional test forms
✓	Acceptance	Completed functional test forms
✓	ALL	Issues Log – Written comments on installation inspections based on PFTs (Pre-Functional Tests) and on verification of test results based on FTPs (Functional Performance Tests)
✓	Acceptance	Corrective action report for deficiencies found in verification testing
✓	Acceptance	Comment on training plans. Witness training plan for commissioned systems and equipment. Written comments on training and on O&M manual review
✓	Warranty	Written comment on end-of-warranty walk through
✓	Acceptance	Systems manual

In SOW	Phase	Commissioning Submittals
✓	Acceptance	Final Commissioning report

### III SYSTEMS TO BE COMMISSIONED

The scope of work as described above shall be provided for the following base building systems listed in Table 3. The *base proposal* for these activities shall be based on the approved plans and specifications, including sections regarding Fundamental Commissioning Requirements, Mechanical Systems Commissioning, Mechanical Testing Requirements, Mechanical Pre-Functional Checklists, Mechanical Functional Performance Tests, Electrical Equipment Commissioning, Electrical Testing Requirements, Electrical Pre-Functional Checklists, and Electrical Functional Performance Tests. Notes at the bottom of Table 3 provide additional information relevant to specific items.

**Table 3. Systems proposed for Commissioning based on owner specifications**

Systems and Major Items	Quantity	PFT	FPT	Ref. Note Below
<b>MECHANICAL SYSTEMS AND EQUIPMENT</b>				1
Chilled Water System including Air Cooled Chiller, Pumps, variable speed drives (VFDs), and control valves:				
Air Cooled Chiller	*	X	X	1
Chilled Water Pumps	*	X	X	1
VFDs on Pumps	*	X	X	1
Heating Hot Water System including Boilers, Pumps, variable speed drives (VFDs), and control valves:				
Heating System – Hot Water Boilers	*	X	X	1
Heating System – Hot Water Pumps	*	X	X	1
VFDs on Pumps	*	X	X	1
Exhaust Air Systems (including fans, ductwork and interface with air-handling/supply systems):				
Exhaust Fans (Units interlocked with other equipment to be tested)	*	X	X	1
Exhaust Fans (thermostatically or CO <sub>2</sub> controlled)	*	X	X	1
Exhaust Fans (continuously operating)	*	X	X	1
Air Handling Units, variable and constant air volume boxes, air distribution including duct				



<b>Systems and Major Items</b>	<b>Quantity</b>	<b>PFT</b>	<b>FPT</b>	<b>Ref. Note Below</b>
accessories, and interface with exhaust fans, economizers, dampers, UVC lights, variable speed drives, CO <sub>2</sub> sensors, and controls.				
Air Handling Units	*	X	X	1
VFDs on Air Handling Units	*	X	X	1
VAV Boxes with Reheat	*	X	X	1
VAV Boxes (Cooling Only)	*	X	X	1
Split Air Conditioning Units including outdoor condensing units, dampers, indoor DX fan coils, and controls:				
Outdoor Condensing Units	*	X	X	1
DX Indoor Fan coil Unit(s)	*	X	X	1
Chilled Water Indoor Fan coil Unit for Communication Room Air Conditioning	*	X	X	1
Other Systems and Equipment to be Commissioned:				
Building Automation System including programming and graphics		X	X	2
Testing Adjusting and Balancing				
<b>ELECTRICAL SYSTEMS AND EQUIPMENT</b>				
Lighting System and Controls: interior and exterior, including sweep or scheduled lighting controls (weekday, weekend, and holiday schedules); lighting occupancy sensors, photo sensors and controllers (indoors and outdoors).				1
Building Service and Distribution: Switchgear, Transformers, Panelboards and Motor Control Centers.			X	3
Emergency Generator (including emergency generator, automatic transfer switches and fuel oil system. Generator will be tested with load bank connected at various percentages up to full KVA rating) System.	1	X	X	3
Automatic Transfer Switch	1		X	3
Emergency Generator	1	X	X	3
<b>PLUMBING SYSTEMS AND EQUIPMENT</b>				
Domestic Hot Water Heater System including Domestic Gas Water Heater, Circulating Pump	1	X	X	2

<b>Systems and Major Items</b>	<b>Quantity</b>	<b>PFT</b>	<b>FPT</b>	<b>Ref. Note Below</b>
Domestic Water Booster Pump System	1	X	X	2
Air Compressor with Refrigerated Air Dryer	1			2
Gas Sub-meters	*			2
<b>OTHER SYSTEMS AND EQUIPMENT</b>				
Irrigation System and Controls		X	X	2
Automatic Roll-up Doors and Gate Operators and Control		X	X	2

\* Quantity as shown in the approved plans.

Note 1: Items will be tested based on the written PFTs (Pre-Functional Tests) and FPTs (Functional Performance Tests) as developed by the CX for systems and equipment and based on the specifications for this project.

Note 2: FPTs for controls will be developed using the controls subcontractor test procedures integrated to include the functional requirements of the mechanical system to verify proper component operation, flow, and temperature control.

Note 3: Electrical systems included in the scope of work include building service and distribution, lighting system and controls, automatic transfer switches, emergency generator, fire alarm and detection systems. The electrical contractor should be responsible for testing the operation of this equipment per industry standards. The CX role for the above noted electrical system testing will be to verify testing is complete per the specifications and the follow up documentation is provided. Electrical systems not tested will be specified as the responsibility of electrical (general) contractor.

Table 4 lists miscellaneous systems and sub-system items identified for Commissioning activities for which a separate proposal is required for each system or equipment listed. Include in the proposal a fee quotation to carry out the scope of work for each of the following systems as an “add-on” alternate.

**Table 4. Systems proposed for Commissioning based on owner specifications**

<b>Miscellaneous Systems and Equipment</b>	<b>Quantity</b>	<b>PFT</b>	<b>FPT</b>	<b>Ref. Note Below</b>
--	-----------------	------------	------------	------------------------

Fire Protection Systems and Fire Alarm Systems (including preaction system and fire pumps. Regulation 4 testing in conjunction with or after approval and sign-off by Los Angeles Fire Department).		X	X	1
Solar Photovoltaics Power System		X	X	1
Security Access Control and CCTV Systems		X	X	1
Uninterrupted Power Supply (UPS).		X	X	1
Bioswale System with Pumps		X	X	1
Bldg Envelope Testing (Includes Leak Testing, Exterior Walls, Windows, Roofs, etc...)		X	X	1
Doors and Hardware		X	X	1

Note 1: Items will be tested based on the written PFTs and FPTs as developed by the CX for systems and equipment and based on the specifications for this project.

**EXHIBIT "J"**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**EXHIBIT "J"**  
**CERTIFICATE OF SUBSTANTIAL COMPLETION**

**CERTIFICATE OF  
SUBSTANTIAL COMPLETION**

Beneficial Occupancy

OWNER ARCHITECT ✓  
CONTRACTOR ✓  
FIELD \_\_\_\_\_  
OTHER \_\_\_\_\_  
OTHER \_\_\_\_\_

PROJECT: Fire Station No. 15  
(Name and Address) 3000 S. Hoover Street  
Los Angeles, CA 90007

PROJECT NO.: 12167.52

CONTRACT FOR: Construction

CONTRACT DATE:

TO OWNER: USC  
(Name and Address) 3434 South Grand Avenue  
Los Angeles, CA 90089

DSA APPLICATION: FILE NO.

TO CONTRACTOR: Erickson Hall Construction Co.  
(Name and Address) 500 Corporate Drive  
Escondido, CA 92029

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:  
Construction of Fire Station No. 15

The Work performed under this Contract has been reviewed and found, to the Architect's and City's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected was issued. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

\_\_\_\_\_  
ARCHITECT BY Kelley Needham DATE \_\_\_\_\_

\_\_\_\_\_  
BUREAU OF CONTRACT ADMINISTRATION BY \_\_\_\_\_ DATE \_\_\_\_\_

The Contractor will complete or correct the Work on the punch/correction list(s) hereto within \_\_\_\_\_ days from the above date of Substantial Completion.

\_\_\_\_\_  
CONTRACTOR BY \_\_\_\_\_ DATE \_\_\_\_\_

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

\_\_\_\_\_  
OWNER BY Dan Packer DATE \_\_\_\_\_

---

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

Owner's responsibility shall be primary and Contractor's responsibility shall be secondary until such time project is totally complete and Notice of Completion has been recorded, at which time the Owner's responsibility shall be 100%.

**EXHIBIT "K"**

**BOE's 11/13 COMMENTS TO APPROVED PLANS**

USC Fire Station # 15  
100% Construction Document Review

Documents received

a) Full Size Set of 100 % Construction Drawings.

It appears that WLC had not specifically addressed the BoE Comment #'s 58 through 80, as there wasn't a response on the PDF document received. On the Excel document there wasn't a response for items 58 through 137.

Item #	Dwg #	Dwg Description	Observation/Item noted	WLC Response	BoE Response to 100% CD's	BoE Review Nov 2013
1	T-1	Title Sheet	The Hose Tower Standard Plans S1, S2 and S3 are not included	Hose Tower Standard plans now included.	Ok	
2			Traffic Signal Plans are not included	Traffic signal plans now included.	Ok	
3			"8" Permit Dwgs not included	B-permit drawings now included.	Ok	
4			Architectural Dwgs A- 2.3 and 2.4 mislabelled as A-2.2	Corrected labeling.	T-1 requires correcting Ok. A-8.7, A-8.8, A-8.9, A-8.10, A-8.11 added to the set.	
4a			Methane Mitigation Drawings. See C7 at bottom LH corner.			
5	T-2	Code Analysis	Missing boundaries on plan defining Occupancy B, R2 and S2.	Boundaries placed.	Ok	
6	T-3	Gen Notes & Access	Deferred Approval items need to be shown: a) Fire Sprinkler b) Fire Protection c) Site Wall CMU referenced on C7 Note #9 d) Telephone, Data, Dispatch and Radio System referenced on E0.05 Detail 1.	Note added to T-3. See general note no. 44	Ok, but could be more pronounced. These are large dollar items that should stand out, more.	Deferred Design Systems have to have a separate title and stand out on the Drawing. To include as one of the Notes is not acceptable.
7	C1	Grade, Drainage, Utility, etc	Missing Planning Dept Documents and Forms.	Forms not available, public benefits process still going on.	Pursue until obtained. The final Certificate of Occupancy will be delayed by B&S without them.	
8			Square area conflict showing 41,478. , versus 43,700 shown on C4.	41,478 is the property limits. 43,700 on Sheet C4 is the construction limit. They are not intended to be equal.	Ok	
9	C2	Details and Sections	Complete Legend showing Note #'s	See note on bottom right, for reference to grading and utility for construction note descriptions. Duplicate information is not necessary.	Ok	
10			Section A-A should reiterate that CMU Wall is Design/Built.	The wall is not design/build.	Ok	
11			The 4" perforated pipe should have Gravel surround with filter media wrap.	Described in specification	The Details should show the Gravel surround and the filter Fabric wrap separation. Could not find this Drain Pipe in Specifications.	
12			Detail M shows Rain Gauge to be on A Dwgs on Roof. I could not find it there.	Added to sheet A-2.5	Ok	
13	C3	Details and Sections	Backfill detail, Note # 6 shows 12"Diameter Thru 84" Diam ?? This is not clear.	Revised.	Ok	
14	C4	Top Survey Map & Demo Plan	The new CMU Property line separating Soccer Field and Fire Station is only 5.8' to 6.7'. The net behind the Goals 25'-00 tall is very local to Goals. This will be an issue where Soccer Balls will continue to enter the Fire Station Yard. And Students jumping the wall.	USC to take care of. Field only used by USC players, they will not be jumping the wall.	Being a Soccer Player, I know that this will be a problem. LAFD to decide.	Increase Width of Netting by 15'-00 each side of Goals.





19	C7	Precise Grading & Drainage Plan	Have the DWP approved the Transformer location. How will they be guaranteed 24/7 access?	Yes.	Suggested that a letter from DWP be obtained approving Transformer location.	Provide a copy of the approval letter from DWP.
20			Are DWP aware that the Gate Operator is in close proximity to their Transformer?	DWP has reviewed.	Ditto for DWP relating to Gate Operator.	Provide a copy of the approval letter from DWP.
21			An Access Platform with Steps, will be required at the Emergency Generator. This needs to be shown on the plan for clearance purposes.	See Detail 4/A-1.2	A Rectangular dotted box shown on plan view is not adequate to price. Details of the Stair platform are required.	No detail, provide details of the Access Platform.
22			Should the Methane Mitigation requirements extend beneath Transformer, Emergency Generator and Above Ground Fuel Tank?	In our opinion no, small area not occupied by people and open to the air, but not our call.	Has this been verified by B&S Plan Check?	
23			The Sliding Security Gate will be 14'-6" on one side. Will that fit at the pocket at the North side of the Emergency Generator?	14.5' provided.	On review of the details, the Gate will project into the Driveway, beyond the wall, approx 1'-00. LAFD should address.	The Gate cannot project into the opening when in the fully open position.
24			The egress at the Light Apparatus Bay will require reversing in from 30th Street. Have LAFD approved?	Yes.	LAFD to acknowledge.	
25			Note # 9 makes the CMU Site perimeter Wall Design/Build. Is that the intent as it will increase the CMU price?	No, the note does not direct the wall to be design/build. It directs the contractor to reference the architectural and structural plans, rather than civil.	Ok.	
26			Note # 23 states that the Hose Tower and its Slab is shown on Dwg A-1.6 There isn't a dwg A-1.6.	Reference revised.	Ok.	
27			The Construction Note numbers are not shown on the plan in most cases.	??? All construction notes are shown on the plan.	Ok. They are now collated and referenced to two Dwgs.	
28			It appears that the Restroom/Storage Building is included in the Scope.	Yes.	Ok.	
29	C8	Storm Drain and Utility Plan	The Catch Basin for the Vehicle wash down area shows discharges into the Storm Drain or the Sewer. In a normal mode of operation, it should discharge to the Sand/Oil Interceptor, then into the Sewer, unless Rain Switch is activated then it will discharge direct to Storm Drain.	Please review the construction note and referenced detail on Sheet C2. Construction note 67 specifically states that the valve will be normally open to sewer and switch to the storm drain when it is raining. The wash down area is located down stream of the SOI and cannot be discharged into the SOI.	This is different to what Building & Safety have required in the past. This may become an issue if the B&S Plumbing Site Inspector sees this as a problem.	The effluent from the Fire Truck Wash Down area should discharge into the Sand Oil Separator.
30			The Note numbers are missing from the Plan.	??? All construction notes are shown on the plan.	Ok. They are now collated and referenced to two Dwgs.	
31			On Dwg C9 the last Note # is 24. On Dwg C9 the first Note # is 40. Where are numbers 25 thru 39 inclusive?	The construction note numbering is arbitrary and does not continue on from Sheet C7 to C8. That way, when a new note is added to Sheet C7 later on in the project, we do not need to renumber the entire drawing.	Ok. They are now collated and referenced to two Dwgs.	
32	C12	SUSMP Plan	Note # 103 refers to FS# 7. Please review all notes and delete all not applicable notes.	Revised.	Ok.	
33	C13	SUSMP Plan	Why would the Specification for the Diesel Fueling System be on this sheet?	Watershed Protection Division requires it during SUSMP plan check, to ensure secondary containment of fueling system.	Ok.	
34			Note # 1G - A Platform will be required for servicing and Fueling.	This type of information is not necessary on the SUSMP Plan.	Ok.	
35			An EJ Ward Card Reader System will be required.	This type of information is not necessary on the SUSMP Plan.	Ok.	

36			A Veeder Root Control panel will be required	This type of information is not necessary on the SUSMP Plan.	Ok.	
37	A-1.1	Site Plan	Where are the Hose Tower Standard Plan Details?	Standard plans added to drawing set	Ok.	
38			Where are the Exit, Entry Safety detector loops for the main entry gate?	See revised 4/A-1.2.	Ok.	
39	A-1.2	Site Details	The Gate North of the Emergency Generator appears not to fit into the designated area, without projecting into the driveway slightly.	Gate will hang over the curb area since wheels will be placed 12" from the end of sliding gate.	Noted above. LAFD should address.	See item # 23 above.
40			The Restroom/Storage room should be identified on the Dwg.	Identified and called out to sheet A-1.5.	Ok.	
41	A-1.3	Site Details	The Concrete at the Sliding Security Gate cannot slope. It must be level.	Slopes at approximately 1% (4.5" over 26')	This will probably be a problem. The Gate cannot be installed on a Concrete Slab that slopes.	The Code requires that the Rolling Gate bottom Track be horizontal/level.
42			The Gate on this front elevation appears to be a "one piece," Gate and have only one Operator at the West end. On all the other Dwgs, it shows the Gate in two equal halves and two Operators. In the current layout, a one piece Gate will not work.	Revised detail to show two piece	Ok.	
43			Why is there different hatching at the West end of the Gate?	Revised detail to show same hatching	Ok.	
44			Where are the Pedestrian Gate details?	Added gate details (21 through 24/A-1.3)	Ok. The Door and Window Schedule shows these Gates as Hardware Group 29. The Specification Section 08700 only lists up to Group 25. Where are the other 4 Hdwr Groups?	
45			Where are the "Safety," Devices for the Sliding Gates shown and described? Edge Strip Sensors, Photo eyes, etc.	Specification items.	They are not listed in Spec Section 02870. Not advisable to use generic "comply with Code," Clauses.	
46	A-1.5	Restroom Building	This is the only Dwg that provides details of the free standing Restroom at the Soccer Fields. The other Dwgs should also show the relevant details. Conc, Plumbing, etc.	Mech, Plumbing, Elec, Structural drawings have been added to the drawing set.	Ok. Structural is missing Foundation Detail # 19 referenced from S2.1 to S7.1	
					The Concrete Slab for the Storage Bathrooms shown on S2.1 contradicts the Methane Gas Dwg A-8.7.	The total thickness of Sand/Barrier layers beneath the Slab on Grade is to be consistent between the different drawings.
47	A-2.1	First Floor Plan	Insufficient details to perform a more detailed review. Door numbers, etc.	Added door/window numbers, etc.	Ok.	
					Recessed Floor Mats Added, but recesses not portrayed on Structural Floor Plans.	There are 9 recessed Floor Mats that require a 2 1/2" recess. The sizes of the Mats must be shown. (Comply with LEED, etc.) Also, these recesses are to be noted on the Structural Drawings.
					Where are Wall Types shown? A Legend is required.	Provide a Wall Legend.
48	A-2.2	Second Floor Plan	Room # 217 is on the Legend as a Storage Room. It should be noted as HWH Room.	Storage room for water heater.	Ok.	

49			The City of LA GSD group have requested that the HWH's are located on the 1st floor.	Water heaters are placed near the stairs which has direct exit out to the driveway.	This is not favorable and replacing a HWH will be difficult.  Door # 55 for HWH Room is shown as Non Fire Rated and NOT self closing on the Door Schedule A-5.1? Please verify.  Where are Wall Types shown? A Legend is required.  The Ceramic Tiles require a full Mortar Bed, which requires a 2" recess. See A-5.3 and A-6.1 Note #3. These need to be portrayed on the Structural Drawings.  Lockers are 9'-00 high. The Ceilings are 9' 4". These will not be able to be turned from horizontal to Vertical without special attention.	The Hot Water Heaters have to be on the 1st Floor  The Door of the Hot water Heater Room should be Fire Rated and Self Closing.  Show a Wall Legend.  Show the recessed areas for the Ceramic Tile, on the Structural Drawings  The Locker, base and top trim are 9'-00 tall. Verify that they can be installed with a 9'-4" Ceiling Height.
50			Insufficient details to perform a more detailed review. Door numbers, etc.	Details and callouts have been added.	Ok.	
51	A-2.5	Roof Plan	The Rain Gauge shown on C2 Detail "M" indicates that it is located on the Roof Plan. Could not locate.	Rain gauge callout added.	Ok.	
52			This Roof layout does not match the Electrical Roof plan E3.00. Where is the proposed future Photovoltaic System layout? Conflicts with Roof Hatch, sloping tiled roof, etc.	Future PV system shown on electrical. Roof hatch is placed away from sloping mansard roofs.	Ok.	
53			The Door and Window Schedules are not populated, so could not be reviewed.	Schedule sheets A-5.1 have been completed.	Ok.	
54	S1.1	General Notes	Special Inspection - Note # 7 lists Fireproofing. I could not locate any details referencing fire Proofing.	No fire proofing required for this building	Ok, but the Fireproofing note has not been removed.  Foundation note #6 contradicts A-8.7 Methane Gas detail 7A.  Structural Observation Requirements has two boxes not crossed. Please verify.	The S2.1 Foundation Plan Slab Infrastructure contradicts A-8.7 Detail 2.
	S1.3				Detail 12 should be referenced on Foundation Plan S2.1.	Detail 12 should be referenced on Foundation Plan S2.1
55	S2.1	Foundation Plan	The Apparatus Bays show CMU enclosures @ HVAC Return Air Ducts. This is not required. The Air will return from high level.	CMU enclosures have been removed.	Ok.	
56			Depressions in Concrete slab should be shown. Eg.  a) Trough Drain for Extractor.  b) Slide Pole Mats	Called out in arch.  Added to S2.1	Ok, but should be shown on the Structural Drawings.  Ok.	Show recess detail for Trough Drain on Structural  No. Detail 12 on S1.3 refers to Architectural Dwgs, but the details are not there.

			c) Recessed Tile areas.	Detail callouts added to S2.1	Could not find.	Show recesses for Ceramic Tile on Structural Drawings.
57	S7.1	Details	Floor Drains in apparatus Bays have sloping Concrete to Grates. Detail 6A shows flat.	Shown only for reinforcement. Arch and civil calls out sloping information.	Ok.  Warranty should be 1 year from Final Acceptance by Con Ad and not "Substantial Completion."	
	M1.0					
58	M2.0	Mechanical First Floor Plan	Apparatus bay Ductwork Return Air should be from high level. It is not required to "return," the air from low level. The Diffuser returns should be from high level.		Done	
59			The Kitchen Ductwork from the Range has to slope back to the Range Hood. Positive fall to prevent Grease "build-up," is required and be enclosed in a 1 hour Shaft wall.		Slope is now shown. Where is 1 hour Shaft enclosure around Ductwork?	Where is 1 Hour Shaft Enclosure around the Range Hood sloping Duct?
60			It is unclear how the 3 Return Air Duct Diffusers (400CFM) each are designed to work connected to the outside fresh air intake Grill.		Appears corrected.	
61			The floor plan Key Notes are missing. Is the #18 the Plymovent Ductwork Diesel extract system.		Ok	
62	M2.2	Mechanical Roof Plan	Access Hatches to Roof should be consistent representation. The future Photovoltaic should be shown on the Dwg, to avoid conflict with Mech components.		Ok.	Relocate the 2 Vents located in place of the future Photovoltaic System.
63	P0.10	Plumbing Notes, Sched & Abrevs	Where are the Fire Protection Dwgs ? THE FP is design/build, but parameters/requirements need to be defined. This is potentially a large dollar value.		Still not shown. The Specifications also need enhancements to prevent a large Change Order.	Stipulate that the building requires a full Fire Protection Sprinkler System. They currently only show main Riser.
64			The Compressors should be City of LA approved. Not County of LA.		Ok	
65	P0.20	Plumbing, Piping Schedules	Where are the 2 dedicated Plymovent Compressors that SHOULD be mounted high on the walls?		Ok	
66			Where are the two LAFD general use Compressors CA, that ARE shown on the walls?		Ok.	
67	P0.30	Plumbing Details	The Extractor Detail # 11 should have a Grate shown and the discharge pipe feeding indirectly.		Ok	
68	P0.40	Plumbing Details	The Fire Sprinkler Riser drain-off cannot discharge into the Storm Drain. It must discharge into the Sanitary Sewer System. On P0.30 Detail 10, it shows a stormwater standpipe drain detail that may not be allowed.		Ok.	
69			The Gas Fired Water Heater Detail should emphasize that it must be possible to isolate and replace a HWH and keep the other one operational.		Language has been added, but needs enhancement.	
70	P0.60	Plumbing Details	The Sand/Oil Interceptor, detail #4 should show a Sample Box.		Ok	
71			On the same detail, the Riser Rings should be at no cost.		Ok	
72			The Grease Interceptor and Sand/Oil Interceptors must have Traffic Rated Cast Iron Ring and Covers.		Ok	

73	P1.00	Plumbing Site Plan	The Invert Elevations should correspond and tie in with the Civil Dwgs.		Ok.	The routing of the Trough drain lines is not consistent between P0.60 Detail 1, P1.0 and P2.0. Coordinate.
74	P2.00	Plumbing First Floor Plan	The Invert elevations tying in with the Civil Dwgs should correspond. For the Grease Interceptor, the Invert on Civil Dwg is approx 85.6. This P Dwg shows 95.7. The Sand/Oil Interceptor shows 85.8 Invert on the Civil Dwg. And 95.9 on this Dwg.		Ok	
75			The Compressors CA-1, for the LAFD Pneumatic tools/equipment should have a Condensate Drain shown.		Ok	
76			Where are dedicated Compressors for Plymovent Systems?		Ok	
77			Any devices mounted inside the Handball Court are to be recessed, concealed and impact resistant. If that is not possible they must be low profile.		Ok	
78	P2.10	Plumbing Second Floor	Enlarged detailed # 1 and 2 should be referenced to P2.40		Ok	
79			Room 217 is shown as Storage Room, but contains the HWH's. Please change the name accordingly.		Ok	
80			stipulate that each HWH must be completely independent of the other. In the event of a HWH failure, it must be possible to replace the HWH and not effect the functioning of the other.		Language has been added, but needs enhancement.	
	P3.00	Riser Diagrams			Fire Protection Riser Diagram missing.	Provide Fire Protection Line Diagram.
81	E0.01	Electrical Symbols, Notes & Details	The "Responsibilities Matrix," must show that the Contractor is responsible for all the Tel/Data/Dispatch as turnkey Systems. The only activities that will require more input using ITA staff are the Data and Dispatch final configurations.		WLC to make a formal request for the Technical Specifications for equipment such as Electronic Switches and devices, etc. Updated matrix to match Tel/Data.	
82			The Electrical Contractors working on the Communication Systems must be Certified in CAT 6 Cabling, Nortell PBX Phone Systems and acceptable to the City of LA ITA group.		Ok	
83			The ITA Specifications of all Cabling and Equipment must be included with and described in the Contract Documents.		Specification Section 16714 has the City furnishing and installing the Terminals, Network Routers, Network Patch Panels and other operating equipment for their Data System. Is that the arrangement between the City and USC?	
84			There is a requirement to perform Reg 4 Testing before substantial Completion, Certificate of Occupancy and acceptance by the Dept of General Services.		Ok	
85	E0.03	Power Riser Diagram	Panel EM2C shows to be located at the Trash Enclosure on this dwg and Panel Schedule E0.04, but shows in the Fuel Storage area on E1.01 and in Transformer area on E1.00. (3 different locations for the same Panel?)		Ok	
86			Panel EM2B shows to be located in Communication Room on this Dwg and at Hose Tower area on E1.00		Ok	
87	E0.04	Panel Schedules	Panels to be populated with devices and their respective locations.		Ok	
88	E0.05	Comm System Riser Diagram	Detail 1 describes the Tel/Data, Dispatch, and radio System Riser Diagram as Design/build items.			
89			Details 1, 4 and 5 describes the Equipment and active Electronic Devices are by owner. This must be better defined.		This must be better defined on responsibility. Contractor to co-ordinate with ITA Group.	

90	E0.06	Fire alarm System Riser	Any Devices reqd in the Handball Court to be recessed/flush/low profile.		Ok	
91	E0.07	Electrical Details	Detail # 4 should show the 72 Hour Underbelly Fuel tank. This will be approx 42" high.		Where?	
92	E1.00	Electrical Site Plan	ATS-1, ATS-2 and EMDB conflict with the sliding Security Gate North of the Emergency Generator. Clearance for the Gate is required.		Ok	
93			Reference Notes require attention: a) Notes 3&4. - The Contractor to anticipate a minimum of 2 X 5" Diam Conduits. In the event that DWP require more, this shall be at no additional cost to the project. b) Note # 4 - Include the Pull Sections. c) Note # 17. - Traffic Lights by OTHERS. Who are others? d) Note # 19. - Should say Loops. Not Loop. e) Note # 27 - Where is the Switch located? f) Note # 29. - There should not be Fuel Piping linking above ground Fuel storage to Generator. Remove the note.		Ok Ok Ok Ok Ok Ok	
94			g) All Conduits required for EJ Ward Card Reader to Communication room, Veeder Root Panel located in main Apparatus Bay, should be shown and described.		Ok	The Veeder Root Panel should be located in the App Bay. Not adjacent the Fuel Tank system.
95			The Hose Tower shows to have an Electrical Panel EM2B. The Panel Schedule E0.04 shows a panel EM2A to be at the Hose Tower.		Ok	
96			The Reference Note #'s 7 through 34 are not referenced on the Plans. It is unsure where the Notes apply.		Ok	
97	E1.01	Electrical Fuel tank Details	This Drawing does not address the observations made on E1.00.			
98			The Fuel Tank System "Assembly," must be UL Approved, have a B&S applicable Research Report # and be approved to install in the City of LA. The UL Labels on the individual components making up the Fuel System will not be adequate. It must be for the entire "Assembly."		Ok	
99	E2.00	Electrical First Floor Power Plan	The Future Photovoltaic System Inverter shown in the exterior storage room # 135 must be sized.		Ok	
100			The Conduit linking the Inverter to the Roof Photovoltaic System and between the Inverter AND the power distribution panel, must be shown and addressed.		Ok	
101			The Rain Switch Pilot Station in the exterior Storage room # 135 should be linked to the Rain Gauge and the Actuator. I was unable to find the Rain Gauge on the Dwgs.		Ok	
102			The Communication Room North Wall shows Panel LP06. The enlarged detail on this same drawing shows the EM2B and Time Clock.		Ok	
103			Note #'s 1 and 21 are the same item. Note # 21 looks more complete.		Ok	
104			Note # 7 describes a Conduit to the Plymovent Compressor. I could not find the Compressors for the Plymovent on the Plumbing Drawing P2.00. A dedicated one for each of the two Diesel Exhaust Systems is required. (2 Compressors required)		Ok	
105			The Enlarged details 2 and 3 have transposed numbers. 2 should be 3 and vice versa.		Ok	
106			Note # 30 shows incorrect drawing reference. I think it should be E3.00?		Ok	
107			The Plan layout does not show all the Reference Notes.			

108			The locations of the Thermostat outlets, notated as T requires to be corrected. One is shown on the South Glass Wall of the handball Court.		Ok	
109	E2.01	First Floor lighting plan	Verify Light Fixture type in the Fire Riser Room 136 and the exterior Storage room 136.		Ok	
110			Show missing Reference Note #'s on the plan. Eg. 1, 3, 7 and 9.		Ok	
111	E2.02	First Floor Signal Plan	Verify with LAFD that there is a Paging System Speaker required in the Handball Court.		Ok	
112			Verify with LAFD that there is a Security System Speaker required in the Handball Court.		Ok Relocate outdoor Fire Phone and Doorbell push button to exterior North West corner of Lobby.  Add a Gong Panel and Printer Outlet in Alcove outside the Captains office.  Add symbol for reference number 2 adjacent to the Radio outlet symbol on the North wall of the Captains office.  Relocate Microphone on North wall of Apparatus Bay room to adjacent wall mounted phone outlet on the same wall. Relocate Horn Speaker to south west corner of covered Patio.	
113	E2.03	First Floor Fire Alarm Plan	Reiterate that any additional devices not shown on the Line diagram or these floor plans required by the City will be provided by the Contractor at no added cost to the contract.		Ok	
114			Note # 5 references an incorrect sheet number. It should reference E0.06.		Ok	
115			The exterior storage room 135 has the Inverter for the future Photovoltaic System and is tied into the main electrical panel. This room should be linked into the Fire Alarm System.		Still Missing Fire Alarm devices.	
116	E2.05	Second Floor Fire Alarm	The HWH/Storage Room should have a Smoke Detector.		Ok	
117			The detail # 1 title includes "Signal Plan." The detail # 2 is also entitled "Signal Plan."		Ok	
118	E3.00	Electrical Roof Plan	This roof plan does not correspond to the A-2.5 Srea Roof Plan. See "Future Photo Voltaic designated Area."		When will it be co-ordinated with Architect?	
119			Where are the Light Fixtures and respective light Switches on the Roof and Roof access hatches?		Advisable to have Lights on Roof, operated by a switch. LAFD to confirm.	
120			Incorporate the Reference note # designation. Only Note #'s 4 and 8 are shown?		Ok	
121	E0.05		USC is buying all materials so the phrase "to be provided by the City" can be removed from the diagram in Detail 5.		LAFD to provide	
122	E0.07B		Revise part number for speaker in Detail 4 to AH99-8ST.		Ok	
123	E1.00		Conduit for CATV service should be 4 inches in Reference Note 6 to match the requirements shown in Drawing No. E0.05, Detail 3.		Ok	



124	E2.02		1.) Ceiling speaker outlets can be removed from the Apparatus and Light Apparatus Rooms since there are already horn speakers in those areas.		Ok
125			2.) Provide symbol for Reference Note 1 on the east wall of the Communication Room showing the symbol for the three (3) 4 inch conduits connecting the 2nd floor cable tray with the 1st floor cable tray.		Ok
126			3.) An additional horn speaker should be placed on the northeast corner of the Light Apparatus room.		Ok
127			4.) There should be two ceiling speaker outlets in the Wellness Room (evenly spaced)		Ok
128			5.) Remove the phrase "answer box" from Reference Note 12.		Ok
129			6.) Revise Reference Note 14 to read: "All wall mounted speaker outlets in the Multipurpose Room will have 3/4 inch conduit routed into the single gang junction box on the west wall.		Ok
130			7.) Replace the symbol for a voice/data outlet outside the Turn-Out Storage with the symbol for a wall mounted telephone (voice) outlet mounted +48 inches AFF.		Ok
131			8.) The female and male restrooms on the 1st floor should have a ceiling speaker outlet in case LAFD personnel use those room during daytime operations.		Ok
132			9.) Remove ceiling speaker outlet inside Communication Room.		Ok
133			10.) Revise Reference Note 21 to read: "Provide three (3) 4 inch to the telephone and cable tv company point of connection."		Ok
134	E2.05		1.) A wall mounted microphone (M) and voice (W) outlet should be provided in the hallway outside the Paramedic Dorm at +48 inches AFF.		Ok
135			2.) A Chief (CH) phone outlet should be placed adjacent to the night stand on the west wall of the Battalion Chief Dorm/Bathroom at +18 AFF.		Ok
136			3.) A wall mounted microphone (M) outlet should be placed adjacent to the night stand on the west wall of the Battalion Chief Dorm/Bathroom at +48 AFF.		Ok
137			The Open Office (1st fir.), BC Office (1st fir.) and BC Dorm (2nd fir.) do not have ceiling speaker outlets. Does LAFD want to completely remove dispatch audio messaging in those areas? Verify.		Ok

**EXHIBIT "L"**  
**B PERMIT APPLICATION**

3000 S. HOOVER STREET

DPW ENGINEERING  
CENTRAL  
CR 25 41 100753 10/24/13 11:14AM

51 131 B PERMIT DEPOSIT  
1.00 X \$19,754.00

Invoice #: BR003459

\$19,754.00

Total Due: \$19,754.00  
Check: \$19,754.00  
HAVE A NICE DAY

**PERMIT (DESIGN PHASE)**

SEE REVERSE HEREOF

PERMIT TO CONDUCT THE IMPROVEMENTS DESCRIBED BELOW UNDER PRIVATE CONTRACT AND, IF CONTRACT SAME IN ACCORDANCE WITH PLANS AND/OR SPECIFICATIONS APPROVED BY THE DISTRICT ENGINEER. I HEREBY CERTIFY THAT I HAVE REVIEWED THE GENERAL INFORMATION PRESENTED ON THE PERMIT AND TO THE PROVISIONS STATED THEREON.

DISTRICT:  
CENTRAL

BR Number  
BR003459

SHEET NO. 1  
OF 2 SHEETS

DATE ISSUED:  
08/30/2013

DATE EXPIRES:  
08/30/2014

PERMIT NO.: 7804

ENGR DIST.: E6201500

REIMB FLG: YES

DIR/INDIR: D

**INDICATE SCOPE**

Pavement, Curb Gutter, Walk, Sewers, Drains, Signal, Lights, Trees

TREE PLANTING FEE	District Map Number	DIVISION INDEX	DRAINAGE MAP	COUNCIL DISTRICT	CONSTRUCTION ITEMS	ESTIMATED COST
\$0.00	1215A201		537	9	GRADING	\$0.00
SANDBLASTING FEE \$0.00	DOT SIGN DEPOSIT \$0.00	TRAFFIC DEPOSIT \$0.00	PROPOSED R/W NO.	SPECIAL REFERENCES	PAVING CURB / GUT. / SDWLK	\$0.00
CONST. - INSPECTION DEPOSIT \$19,754.00	TOTAL FEE DEPOSIT \$19,754.00				SEWER	\$0.00
TYPE OF PROJECT Street Improvement	TOTAL BOND DEPOSIT \$409,000.00				STORM DRAIN	\$0.00
IMPROVEMENT BOND NO.					STREET LIGHTS	\$0.00
LIABILITY INSURANCE NO.	LIAB. INSUR. EXPIR. DATE				TRAFFIC SIGNALS	\$0.00
PRIVATE ENGINEER MSL ENGINEERING, INC.					SUBTOTAL	\$0.00
STREET ADDRESS 402 W. ARROW HWY, SUITE 4					+ % PCF	\$0.00
CITY SAN DIMAS	ZIP 91773	PHONE NO. (909) 305-2395			CONSTRUCTION ESTIMATE	\$0.00
OWNER-APPLICANT (SEE REVERSE) UNIVERSITY OF SOUTHERN CALIFORNIA (JOE BACK)					+ % CIF	\$0.00
STREET ADDRESS 3434 S. GRAND AVE., CDF					BOND ESTIMATE	\$409,000.00
CITY LOS ANGELES	STATE CA	ZIP 90089			REGISTER RECEIPT VALIDATION	
(AREA CODE) PHONE NO. (213) 740-4540	DATE SIGNED BY APPLICANT					
SIGNATURE (SEE REVERSE BEFORE SIGNING)						
APPLICANT'S NAME (ADD TITLE IF OFFICER)						
DISTRICT/DIVISION OFFICE	ISSUED BY: helenia mcneil	DIST. ENGR. DATE				
TIME	DATE					

DPW ENGINEERING  
CENTRAL  
CR 25 41 100753 10/24/13 11:14AM

51 131 B PERMIT DEPOSIT  
1.00 X \$19,754.00

Invoice #: BR003459

\$19,754.00

Total Due: \$19,754.00  
Check: \$19,754.00  
HAVE A NICE DAY

Job Address:  
3000 S. HOOVER STREET

DIST. ENGR. DATE  
*[Signature]* 10/24/13  
Lerhuel Paco, P.E.

Permit Title:  
USC Fire Station 15 HOOVER ST. & 30TH ST. SE. CORNER (USC Fire Station 15)

