

**AMENDMENT 1 TO
MASTER COOPERATIVE AGREEMENT
FOR THE
METRO GOLD LINE – GLENDORA TO CLAREMONT (PHASE 2B)**

This Amendment 1 ("**Amendment**") to the Master Cooperative Agreement for the Metro Gold Line – Glendora to Claremont ("**MCA**") dated effective as of July 1, 2017 by and between the Metro Gold Line Foothill Extension Construction Authority, a public entity of the State of California ("**Construction Authority**") and the Los Angeles County Metropolitan Transportation Authority, a public entity of the State of California ("**LACMTA**"), is dated effective as of _____, 2026, and made by and between the Construction Authority and LACMTA.

WHEREAS, the Construction Authority intends to utilize the Construction Manager at Risk ("**CMAR**") project delivery method to construct the extension of the Metro Gold Line from Pomona to Claremont and has issued a Request for Proposal dated February 4, 2026, as amended, for a CMAR contractor;

WHEREAS, the provisions of the existing MCA are applicable to the design-build project delivery method and need to be amended to accommodate the CMAR project delivery method; and

WHEREAS, the Construction Authority and LACMTA desire to amend the MCA to accommodate the CMAR project delivery method to meet the objectives and goals of the Parties.

NOW THEREFORE, the Parties agree as follows:

1. The defined terms herein, as identified by initial capitalization, shall have the meanings ascribed to them in the MCA, unless otherwise indicated.
2. Section 1.1 Definitions of the MCA is revised as follows:
 - a. the definition of "Alignment Design/Build Contract" is revised to read as follows:

Alignment Design/Build Contract means each Design/Build Contract for an entire Phase. For purposes of Phase 2B2, the term "Alignment Design/Build Contract" means "Design/Build Contract".

- b. the definition of "Conformed Contract Documents" is revised to read as follows:

Conformed Contract Documents means the final executed contract documents for Construction and/or Design, which includes, without limitation, all of the following documents: the adopted Final Environmental Impact Report, as amended or supplemented from time to time, the Advanced Conceptual Engineering, the performance specifications, LACMTA Design Criteria and Standards in effect prior to the date that proposals for the Alignment Design/Build Contract that includes Design are due, and the Design/Build Contractor's proposal as amended by the Design/Build Contractor's best and final offer.

- c. The definition of "Current Scope of the Project" is revised to read as follows:

Current Scope of the Project means the Project as described in the Final Environmental Impact Report (EIR), as amended. A brief summary of the Project is provided in Exhibit A, and for the Phase 2B2, the Description of the Project at Exhibit D to the Fourth Amendment to Foothill Extension Phase 2B Funding Agreement dated November 19, 2024 shall apply except to the extent that the extension from Claremont to Montclair is not part of the Project, unless further agreed between the Parties.

d. the definition of "Design/Build Contract" is revised to read as follows:

Design/Build Contract means the documents that are used by Construction Authority to contract with a contractor to Design, build, fabricate, install, and prepare for operations all or any portion of the Project (less the rail cars and other equipment provided by LACMTA), and to demonstrate the operability of each Phase through a period of Pre-Revenue Operations. For the purposes of Phase 2B2, the term "Design/Build Contract" shall be interpreted to mean the documents that are used by Construction Authority to contract with one or more contractors under multiple contracts to do one or more of the following: Design, build, fabricate, install, and prepare for operations of Phase 2B2 (less the rail cars and other equipment provided by LACMTA), and to demonstrate the operability of Phase 2B2 through a period of Pre-Revenue Operations. Only the Alignment Design/Build Contract that includes Construction will include requirements regarding demonstrating the operability of the Phase through a period of Pre-Revenue Operations, and only the Design/Build Contract that includes Design will include requirements regarding Design Review and related processes.

e. the definition of "Final Environmental Impact Report (FEIR)" is revised to read as follows:

Final Environmental Impact Report (FEIR) means the Final Environmental Impact Report/Statement that analyzes and evaluates the environmental impacts of the Project and recommends measures to mitigate the potential adverse impacts, and includes any addendum, supplement, or subsequent EIR. Construction Authority certified the FEIR for Phase 2B in March 2013 and adopted a First Addendum in May 2014, a Second Addendum in December 2014, a Third Addendum in March 2016, a Fourth Addendum in September 2017, a Fifth Addendum in June 2024, a Supplemental EIR (SEIR 1) in July 2019, a Second Supplemental EIR (SEIR 2) in January 2021, and a Third Supplemental EIR (SEIR 3) in July 2022.

f. the definition of "Funding Agreement" is revised to read as follows:

Funding Agreement means that certain Foothill Extension Phase 2B Funding Agreement Glendora to Claremont of substantially even date herewith, as amended, pursuant to which the Parties have agreed on the distribution by LACMTA to Construction Authority of that portion of the proceeds of the Transaction and Use Tax adopted by LACMTA on or about June 16, 2016 by Ordinance #16-01, which was then approved by the voters of Los Angeles County on November 8, 2016 as "Measure M that has been allocated to the Project, along with other funds as set forth therein.

g. the definition of "Phase" is added to read as follows:

Phase means Phase 2A, Phase 2B1, or Phase 2B2.

h. the definition of "Phase 2B" is revised to read as follows:

Phase 2B means, as applicable, (a) the portion of Phase II from the interface with Phase 2A in Azusa to the end of the tail tracks for the Pomona station ("**Phase 2B1**") and/or (b) the portion of Phase II from the Pomona station to the Claremont station ("**Phase 2B2**").

i. the definition of "Work Package" is added to read as follows:

Work Package means any package comprising the performance of all or a portion of the Construction work under a Design/Build Contract for Phase 2B2.

3. The first three sentences of Section 1.2 General Approach to Construction Project of the MCA are amended to read as follows:

Construction Authority contemplates entering into separate design and construction contracts for Phase 2B2.

4. The first sentence of Section 2.4 Design Criteria and Standards of the MCA is amended to read as follows:

To ensure that the final Project meets the requirements of the current Project scope and the expectations of Construction Authority and LACMTA, Construction Authority and its consultants and contractors will comply with LACMTA Design Criteria and Standards in effect prior to the date that proposals for the Alignment Design/Build Contract that includes Design are due, except as waived in writing by LACMTA.

5. Section 2.6.1 Review and Comment on Work Packages is added to read as follows:

Section 2.6.1 Review and Comment on Work Packages

Notwithstanding anything to the contrary in this Agreement, LACMTA shall have the right to review and comment on proposals for Work Packages received by the Construction Authority as provided in this Section 2.6.1. Upon receipt of a proposal for a Work Package by the Construction Authority that is acceptable to the Construction Authority, the Construction Authority shall promptly provide a copy of such proposal to LACMTA for its review and comment. LACMTA's comments will be limited to any aspects of the Work Package that differ materially from the Conformed Contract Documents and could affect the operations of the Project. LACMTA shall review and provide any comments to the Construction Authority within 10 Days of receipt of the proposal for a Work Package from the Construction Authority, but in any event no later than the Construction Authority's and DB Contractor's execution of an amendment to the Design/Build Contract for the Work Package. If LACMTA fails to provide comments to the Construction Authority within the timing contemplated by this Section 2.6.1, it shall be deemed to have responded to the Construction Authority with no comments.

6. Section 7.0 General of the MCA is revised to read as follows:

For purposes of this Article 7, the terms Design/Build Contractor and Design/Build Contract shall refer to the Alignment Design/Build Contractor and the Alignment Design/Build Contract that includes Construction, respectively.

7. The first paragraph of Section 7.1.1 Design/Build Contractor of the MCA is revised to read as follows:
- Construction Authority shall require in the Design/Build Contract that includes Construction that the Design/Build Contractor be responsible for successfully completing four types of Tests as follows:
8. The last paragraph of Section 7.1.1 Design/Build Contractor of the MCA is revised to read as follows:
- The Design/Build Contractor establishes and maintains all track allocation and safety requirements and regulations in accordance with LACMTA standards and applicable CPUC regulations beginning with initial activation of the traction power system and vehicle movement, continuing until Turnover. The Design/Build Contractor shall provide support personnel as needed for SIT-2. Notwithstanding the above third bullet point, the responsibility of the Design/Build Contractor related to successful completion of SIT-2 testing is limited to providing support, and correcting issues arising from their scope of work.
9. Add at the end of the second paragraph of Section 7.1.3 LACMTA of the MCA:
- LACMTA is responsible for performing SIT-2 testing with support from Construction Authority and Design/Build Contractor. Notwithstanding the third bullet point in Section 7.1.1, LACMTA is responsible for correcting issues arising outside of Design/Build Contractor's scope of work in connection with SIT-2 testing.
10. Section 7.6 LACMTA Addition of Punch List Items of the MCA is revised to read as follows:
- For the Alignment Design/Build Contract that includes Construction, LACMTA may add punch list items in accordance with the terms of the Design/Build Contract up until Substantial Completion, at which point no punch list items can be added. This is contingent upon DB Contractor having no Design or Construction work remaining, other than punch list work.
11. Section 8.1.4 Replacement Security of the MCA is added and reads as follows:
- Section 8.1.4 Replacement Security**
- The Construction Authority shall not permit the DB Contractor to provide a replacement performance bond in an amount less than 10% of the total sum of a Work Package or other alternate security, upon acceptance of a Work Package by the Authority, with such security guaranteeing due and punctual performance of the obligations of the DB Contractor during the warranty period, without LACMTA's prior review and approval, which approval shall not be unreasonably withheld, conditioned or delayed.
12. Section 8.2.1 Insurance Requirements of the MCA is revised to read as follows:
- The Design/Build Contracts (as applicable) shall comply with Section 4.2.3(e) and Schedule "F" of the Property Trust Agreement regarding insurance, except as otherwise agreed by the Parties, and that LACMTA hereby approves that: (i) the Design/Build Contracts may include insurance coverage provided by the Alignment Design/Build Contractor(s) and subcontractors for Phase 2B2 or a Contractor Controlled Insurance Program for Phase 2B, including in this case both Phase 2B1 and Phase 2B2; (ii) deductibles shall not exceed \$5,000,000 without Construction Authority approval; (iii) Operations and Product Liability insurance can be satisfied with project-specific coverage and practice policy in situations

where the aggregate limit is not twice the per occurrence limit; (iv) Railroad Protective Liability insurance shall be provided if required by any railroad as a condition of the railroad's consent for entry; (v) Earthquake insurance shall be provided at Construction Authority's election; (vi) Professional Liability insurance limits shall be not less than \$15,000,000 per claim; (vii) with respect to pre-Construction activities, General Liability insurance limits shall be not less than \$5,000,000 per occurrence and Builder's Risk insurance is not required; and (viii) the Construction Authority shall set the required insurance limits for subcontractors. The insurance language shall be reviewed by LACMTA's Risk Management Department. Any suggested changes shall be submitted to the Construction Authority.

13. The second paragraph of Section 10.5 Notification or Notices is revised to read as follows:

If to LACMTA:

Los Angeles County Metropolitan Transportation Construction Authority
One Gateway Plaza
Los Angeles, California 90012
Attn: Stephanie Wiggins, Chief Executive Officer
Fax: (213) 922-7447

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN
TRANSPORTATION AUTHORITY

By: _____

Stephanie N. Wiggins
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____

Joshua Cohen
Senior Deputy County Counsel

Construction Authority:

METRO GOLD LINE FOOTHILL EXTENSION
CONSTRUCTION AUTHORITY

By: _____

Habib F. Balian
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

Nossaman LLP

By: _____